

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of this ___ day of October, 2011, by and among Big Cat Broadcasting, LLC, a Virginia Limited Liability Company, (“Seller”), and KOFI, Inc., a Montana Corporation (“Buyer”).

Recitals:

A. Seller holds a construction permit (the “Construction Permit”) issued by the Federal Communications Commission (the “FCC”) for a new FM broadcast station at Lakeside, Montana, FCC Facility ID No. 183365 (the “Station”).

B. Seller has agreed to sell the Construction Permit and the Purchased Assets (as defined below) to Buyer, on the terms and conditions set forth herein.

Agreement:

In consideration of the foregoing, and the mutual covenants and agreements set forth below, Seller and Buyer hereby agree as follows:

1. Application. Within ten (10) business days of the date hereof, the parties hereto shall file an application with the FCC (the “Assignment Application”) for consent to assignment of the Construction Permit from Seller to Buyer. The parties shall each pay one-half of the necessary filing fee for the Assignment Application. The parties shall cooperate in the diligent submission of any additional information requested or required by the Commission with respect to the Assignment Application, and shall take all steps reasonably required for the expeditious prosecution of the Assignment Application to a favorable conclusion.

2. Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all of the right, title and interest of Seller in and to certain of the assets, properties, interests and rights of Seller that are used or held for use in the operation of the Station and described below (the “Purchased Assets”). The Purchased Assets include the following:

- a. The Construction Permit;
- b. The Station’s Public Inspection File, and
- c. Seller’s right in all engineering studies prepared on its behalf with respect to the Station.

The Purchased Assets are to be conveyed through bills of sale, assignments or other documents customary for such purpose and satisfactory in form and substance to Buyer, Seller, and their respective counsel, including the certificates referenced in Sections 7 b. and 8 c. (the “Closing Documents”). The Purchased Assets are to be conveyed to Buyer free and clear of any liens,

mortgages, claims, liabilities, assignments, conditions, exceptions, restrictions, limitations or charges, of any nature whatsoever (collectively, "Claims").

3. Purchase Price. The purchase price for the Purchased Assets to be paid on the Closing Date shall be Seventy Thousand Dollars (\$70,000.00) (the "Purchase Price") payable as follows: As of the date hereof the Buyer is depositing the sum of Fifty Thousand Dollars (\$50,000.00) (the "Deposit") with Seller's counsel, Gammon & Grange, P.C. (the "Escrow Agent"), which deposit will be held and distributed by the Escrow Agent in accordance with the Escrow Agreement among Seller, Buyer and Escrow Agent of even date herewith. The Deposit will be distributed to Seller at Closing (as defined below) as partial payment of the Purchase Price, with interest on the Deposit distributed to Buyer. The balance of the Purchase Price will be paid at Closing by Buyer to Seller through a wire transfer of Federal funds to an account designated by Seller.

4. Representations, Warranties and Covenants of Seller. Seller hereby represents, warrants and covenants to Buyer that:

a. Seller is and as of the Closing Date (defined below) will be a limited liability company duly organized, validly existing and in good standing in the Commonwealth of Virginia;

b. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by the member(s) of Seller. No other or further act on the part of Seller is necessary to authorize this Agreement or the consummation of the transaction contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

c. Subject to obtaining the approval of the FCC, the execution, delivery and performance of this Agreement (i) does not require the consent of any third party and (ii) will not conflict with, result in a breach of, or constitute a default under any agreement or instrument to which Seller is a party or by which Seller is bound or under any law, judgment, order, decree, rule or regulation of any court or governmental body which is applicable to Seller or the Station.

d. Seller is, and as of the Closing Date will be, in material compliance with all applicable laws, including the Communications Act of 1934, as amended, and the rules and regulations of the FCC.

e. The Purchased Assets are and on the Closing Date will be in compliance with all applicable laws.

f. Seller knows of no reason related to its qualifications which would disqualify it from holding the Construction Permit or assigning the Construction Permit to Buyer. The Construction Permit is valid and in full force and effect and constitutes all of the authorizations issued by the FCC in connection with the Station. The Construction Permit is not subject to any restriction or condition that would limit in any respect the operation of the Station.

g. Seller has, and on the Closing Date will have, good and marketable title to all the Purchased Assets, free and clear of all Claims. None of the Purchased Assets are subject to any restrictions with respect to the transferability thereof. Seller has complete and unrestricted power and right to sell, assign, convey and deliver the Purchased Assets to Buyer as contemplated hereby. At Closing, Buyer will receive good and marketable title to all the Purchased Assets, free and clear of all Claims of any nature whatsoever.

5. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that:

a. This Agreement constitutes a legal, valid and binding obligation of Buyer and is enforceable in accordance with its terms. Buyer has taken all requisite corporate actions required to authorize it to enter into and consummate this Agreement and the transaction provided for herein.

b. Buyer knows of no reason related to its qualifications that would disqualify it from acquiring the Construction Permit from Seller.

c. Buyer has the financial resources necessary to consummate the purchase contemplated by this Agreement.

d. Buyer is and as of the Closing Date (defined below) will be a corporation duly organized, validly existing and in good standing in the State of Montana.

e. Within fifteen (15) business days after the filing of the Assignment Application, Buyer shall file with the FCC an application to modify the Station's Construction Permit (the "Modification Application") to specify operation from (i) the same location used as the transmitter site of Buyer's Station KZMN (FM), FCC Facility Id. No. 35369, Kalispell, Montana, with an effective radiated power of five (5) kilowatts or more or (ii) such other location as Buyer may designate, provided that the 60 dbu contour that would result from operation at such other location Buyer may designated pursuant to this subparagraph (ii) would cover substantially the same number of persons as would the facilities presently specified in the Construction Permit. The facilities specified in the Modification Application shall be in compliance with the FCC's rules. By execution of this Agreement, Seller consents to the filing of the Modification Application. The FCC filing fee for the Modification Application shall be paid by Buyer.

6. Expenses. The expenses involved in the preparation and consummation of this Agreement shall be borne by the party incurring such expense. Any brokerage commission due to McCoy Media Properties on account of this transaction shall be the responsibility of Seller.

7. Seller's Closing Conditions. All obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:

a. The FCC shall have consented to the assignment of the Construction Permit to Buyer without any condition materially adverse to Seller.

b. All representations, warranties and covenants of Buyer made herein shall be true and correct or shall have been complied with as of the Closing Date, and Seller shall have delivered to Seller a certificate of an officer of Buyer to such effect.

c. Buyer shall have paid the Purchase Price.

d. Buyer shall have executed and delivered to Seller the Closing Documents.

8. Buyer's Closing Conditions. All obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:

a. The FCC shall have consented to the assignment of the Construction Permit to Buyer without any condition materially adverse to Buyer, and such consent shall have become final, *i.e.*, no longer subject to review, reconsideration, appeal or remand under applicable laws and rules, and the time for seeking such review, reconsideration, appeal or remand under such laws and rules shall have expired (a "Final Order").

b. Seller shall have executed and delivered to Buyer the Closing Documents and conveyed the Purchased Assets to Buyer in accordance with this Agreement.

c. All representations, warranties and covenants of Seller made herein shall be true and correct or shall have been complied with as of the Closing Date, and Seller shall have delivered to Buyer a certificate of an officer of Seller to such effect.

d. There shall have been no adverse change in the condition of the Purchased Assets between the date of this Agreement and the Closing Date, and the Construction Permit shall be in good standing at the FCC.

e. The FCC shall have granted the Modification Application and such grant shall have become final a Final Order.

9. Termination. This Agreement may be terminated as follows, it being agreed that time is of the essence for purposes of all deadlines or timeframes described herein:

a. If conditions to Closing set forth in Section 7 of this Agreement have not been satisfied (or waived by Seller) within twelve (12) months of the date of this Agreement, Seller may terminate this Agreement upon written notice to Buyer whereupon the Deposit shall be refunded to Buyer unless Buyer is in breach of this Agreement.

b. If the conditions of Closing set forth in Section 8 of this Agreement have been satisfied (or waived by Buyer) within twelve (12) months of the date of this Agreement,

Buyer may terminate this Agreement upon written notice to Seller and shall be entitled to a refund of the Deposit.

c. If either Buyer or Seller shall be in material breach of this Agreement, and such breach is not cured after fifteen (15) days' written notice of such material breach, the other party, if not then in material breach, may terminate this Agreement and will be entitled to the Deposit. In the event of a material breach of this Agreement by Seller, Buyer may elect to obtain specific performance of the terms of this Agreement, it being agreed that the Purchased Assets are unique assets. If any action is brought by Buyer pursuant to this subsection to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law. In the event of a dispute hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party.

10. Closing. The Closing, or the Closing Date, as used throughout this Agreement, shall occur on a date and in a place mutually agreeable to the parties, or by an exchange of Closing Documents by electronic mail and overnight courier service, within ten (10) business days after the conditions precedent described in Sections 7 and 8 hereof are satisfied

11. Entire Agreement. This Agreement, together with all schedules hereto, constitutes the entire agreement between the parties and supersedes all prior agreements providing for the acquisition of the Station or the Construction Permit by Buyer.

12. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Montana. Any disputes arising out of this Agreement shall be resolved in state or federal court with jurisdiction in Flathead County, Montana.

13. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the permitted successors and assigns of the parties hereto. Neither party shall assign this Agreement in whole or in part without the prior written consent of the other.

14. Cooperation. Both before and after the Closing, Seller and Buyer shall each cooperate, take such actions and execute and deliver such documents as may be reasonably requested by the other party in order to carry out the provisions of this Agreement. In addition, Seller agrees to file any modification applications which the Buyer may request. Any and all costs including filing fees of such applications shall be paid by Buyer.

15. Notices. All notices hereunder shall be delivered in writing and shall be deemed to have been duly given if delivered by next-day national courier service to the following addresses or such other addresses as any party may provide by written notice:

If to Buyer:

KOFI, Inc.
317 First Avenue
Kalispell, MT 59901
Attn: Dave Rae

With a copy (which shall not constitute notice) to:

Matthew H. McCormick
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street
11th Floor
Arlington, VA 22209

If to Seller:

Big Cat Broadcasting, LLC
1308 Tuckahoe Street, North
Falls Church, VA 22046
Attn: Carlton Fitch

With a copy (which shall not constitute notice) to:

Gammon & Grange, PC
8280 Greensboro Drive, 7th Floor
McLean, Virginia 22102-3807
Attention: A. Wray Fitch, Esquire

16. Exclusivity. While this Agreement is in effect, Seller agrees not to engage in any discussions or negotiations concerning any potential sale of the Purchased Assets to any party other than Buyer or its assigns.

17. Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each fully executed set of counterparts shall be deemed to be an original, and all of the signed counterparts together shall be deemed to be one and the same instrument.

18. Unjust Enrichment Fee. Seller shall pay any unjust enrichment fee that the Commission deems is due as a result of the assignment contemplated herein

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BIG CAT BROADCASTING, LLC

By 

Carlton Fitch,
Member

KOFI, Inc.

By: _____
David Rae,
Its President

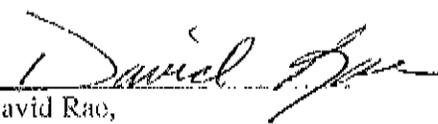
SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BIG CAT BROADCASTING, LLC

By _____
Carlton Fitch,
Member

KOFI, Inc.

By: 
David Rao,
Its President

ESCROW AGREEMENT

This Escrow Agreement (this "Agreement") is made and entered into as of this ___ day of October, 2011, by and among Big Cat Broadcasting, LLC, a Virginia Limited Liability Company, ("Seller"), KOFI, Inc., a Montana Corporation ("Buyer"); and Gammon & Grange P.C., 8280 Greensboro Drive, 7th Floor, McLean, Virginia 22102 ("Escrow Agent") (individually, a "Party" and, collectively, the "Parties").

WITNESSETH

WHEREAS, on even date herewith, Seller and Buyer have entered into an Asset Purchase Agreement (the "Purchase Agreement") for the sale and purchase of the construction permit for Lakeside, Montana FCC Facility ID No. 183365 (the "Station") issued by the Federal Communications Commission ("FCC");

WHEREAS, the Parties desire Escrow Agent to hold and Escrow Agent is willing to hold certain deposit monies in escrow as contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

1. **ESCROW DEPOSIT.** Escrow Agent hereby acknowledges that Buyer has deposited with Escrow Agent the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) (the "Escrow Deposit") as contemplated by Section 3.1 of the Purchase Agreement. The Escrow Deposit shall be invested in a federally insured interest-bearing account (the "Escrow Account") by Escrow Agent and the Escrow Deposit, together with all accrued interest thereon (collectively, the "Escrowed Funds"), shall be held in accordance with the terms of this Agreement and shall be released by Escrow Agent as required by the terms of this Agreement and the Purchase Agreement. Buyer shall provide the Escrow Agent with Buyer's taxpayer identification number to be utilized by the Escrow Agent for the creation of the Escrow Account.

2. **RELEASE FROM ESCROW**

2.1 **Release.** The Escrow Agent shall retain the Escrowed Funds, which shall be released only upon receipt of (i) joint written instructions executed by Seller and Buyer, as so directed therein or (ii) a final order of a court of competent jurisdiction. An order shall be

deemed “final” when, by lapse of time or otherwise, it is no longer subject to review, reconsideration, appeal or stay. Escrow Agent shall in no event be required to resolve any controversy concerning the Escrowed Funds or take any action concerning any such controversy. Upon termination of the escrow provided for herein, Buyer and Seller agree to execute and deliver to Escrow Agent such further documents as Escrow Agent may reasonably request to evidence the termination of this Escrow Agreement and to cause Escrow Agent to release the Escrowed Funds.

2.2 Joint Instructions. Notwithstanding any other provision of this Escrow Agreement to the contrary, Buyer and Seller agree to execute and deliver to the Escrow Agent joint written instructions as contemplated by Section 2.1 above so as to effectuate fully the provisions of the Purchase Agreement concerning the disposition of the Escrowed Funds upon the termination of the Purchase Agreement, or the occurrence of certain other events specified in the Purchase Agreement.

3. ESCROW AGENT’S OBLIGATIONS

3.1 Resignation and Removal. The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving notice of such resignation to the other Parties specifying a date not less than thirty (30) days after the giving of such notice when such resignation shall take effect. Promptly after such notice, a successor Escrow Agent shall be appointed by mutual agreement of Seller and Buyer, such successor to become the Escrow Agent hereunder upon the resignation date specified in such notice. If Seller and Buyer are unable to agree upon a successor Escrow Agent within twenty (20) days after such notice, the Escrow Agent shall be entitled to appoint its successor, which may be another law firm, or a bank or financial institution. The Escrow Agent shall continue to serve as Escrow Agent until its successor has assumed in writing the Escrow Agent’s obligations hereunder and receives the Escrowed Funds. Seller and Buyer may agree at any time to substitute a successor Escrow Agent by giving notice thereof to the Escrow Agent then acting.

3.2. Performance.

(a) The duties and responsibilities of the Escrow Agent are limited to those specifically set forth herein. The Escrow Agent shall not be liable for any mistake of fact or error of judgment made in good faith or for any acts or omissions by it of any kind other than willful misconduct or gross negligence. The Escrow Agent shall be entitled to rely, and shall be protected in doing so, upon (i) any written notice, instrument or signature believed by it in good faith to be genuine and to have been signed or presented by the proper Party or Parties duly authorized to do so, and (ii) the advice of counsel (which may be of the Escrow Agent’s own choosing). The Escrow Agent shall have no responsibility for the contents of any writing submitted to it hereunder and shall be entitled in good faith to rely without any liability upon the contents thereof. Moreover, the Escrow Agent shall have no responsibility to maximize the

interest earned on the Escrow Deposit, nor will the Escrow Agent be liable for any failure of the institution in which the Escrowed Funds are being held.

(b) In the event of any dispute relating to the right of possession or the disposition of the Escrowed Funds, the Escrow Agent will retain dominion and control over the Escrowed Funds until such dispute shall either have been settled by mutual agreement of Buyer and Seller with notice thereof to Escrow Agent or pursuant to a final order of a court of competent jurisdiction, whereupon the Escrowed Funds will be paid in accordance with such mutual agreement of the Parties or such final order. If a dispute relating to the right of possession or the disposition of the Escrowed Funds is taken to a court of competent jurisdiction, the Escrow Agent reserves the right to institute an interpleader action as set forth in paragraph 3.4, below. It is contemplated that the Escrow Agent will not incur any cost or expense in the performance of its duties hereunder; and, in the event of a dispute, Escrow Agent shall be reimbursed for reasonable attorneys' fees and out-of-pocket expenses incurred in connection with such dispute and the settlement thereof as provided in paragraph 3.4, below. In no event shall Escrow Agent be under any duty to institute or defend any such proceeding, nor shall Escrow Agent be required under any circumstances to take any action requested by Seller or Buyer until indemnified to Escrow Agent's reasonable satisfaction by the Party or Parties requesting such action.

3.3. Indemnification. Seller and Buyer, jointly and severally, agree to indemnify the Escrow Agent and hold him harmless against any and all liabilities incurred by him hereunder, except for liabilities incurred by the Escrow Agent resulting from his own willful misconduct or gross negligence. As between Seller and Buyer, each Party shall be responsible for the payment of one-half of any such liabilities.

3.4. Interpleader. If, at any time prior to the termination of this Escrow Agreement as provided herein, either Buyer or Seller should make demand upon or file suit against the Escrow Agent for the Escrowed Funds, the Escrow Agent shall be authorized to bring an interpleader action in any court of competent jurisdiction. If a suit is commenced against the Escrow Agent, he may answer by way of interpleader and name Buyer and Seller (or either of them) as additional parties to such action, and the Escrow Agent may tender the Escrowed Funds into such court for determination of the respective rights of Seller and Buyer thereto. Upon such tender, the Escrow Agent shall be entitled to receive from Seller and Buyer Escrow Agent's reasonable attorneys' fees and expenses incurred in connection with said interpleader action. As between Seller and Buyer, such fees, expenses and other sums shall be paid in the case of a dispute between Buyer and Seller by the Party which fails to prevail in the proceedings brought in a court of competent jurisdiction to determine the appropriate distribution of the Escrowed Funds or, in the case of a claim against the Escrowed Funds by a third party claiming by or through Seller or Buyer, by Seller or Buyer, as the case may be. If and when the Escrow Agent shall so interplead such Parties, or either of them, and deliver the Escrowed Funds to the clerk of such court, all of its duties shall cease and it shall have no further obligations hereunder. Nothing herein shall prejudice any other right or remedy of the Escrow Agent.

3.5. Discharge by Delivery. After the Escrow Agent has delivered the Escrowed Funds pursuant to the terms of this Escrow Agreement, the Escrow Agent shall have discharged all of its obligations hereunder and neither Seller nor Buyer shall thereafter have any claim against the Escrow Agent on account of this Escrow Agreement.

3.6. Conflict. In the event of any conflict between the terms and provisions of this Escrow Agreement and those of the Purchase Agreement, the terms and provisions of this Escrow Agreement shall control as to the rights, duties, obligations and liabilities of the Escrow Agent, and the terms of the Purchase Agreement shall control as to the respective rights, duties, obligations and liabilities of Seller and Buyer.

4. MISCELLANEOUS.

4.1. Assignment. Except as may be provided in the Purchase Agreement and in Section 3.1 of this Escrow Agreement, no Party may assign or delegate its rights and obligations hereunder without the prior written consent of the other Parties.

4.2. Binding Effect. This Escrow Agreement will be binding upon, inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties.

4.3 Notices. All notices, demands or other communications given hereunder shall be in writing and shall be sufficiently given if delivered by hand; by courier (including nationally-recognized overnight delivery service); sent by registered or certified first-class mail, return receipt requested, postage prepaid; or by facsimile, with receipt confirmation and a follow-up copy sent by a nationally-recognized overnight delivery service on the same day as such facsimile, addressed as follows:

If to Buyer:

KOFI, Inc.
317 First Avenue
Kalispell, MT 59901
Attn: Dave Rae

With a copy (which shall not constitute notice) to:

Matthew H. McCormick
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street

11th Floor
Arlington, VA 22209

If to Seller:

Big Cat Broadcasting, LLC
1308 Tuckahoe Street, North
Falls Church, VA 22046
Attn: Carlton Fitch

With a copy (which shall not constitute notice) to:

Gammon & Grange, PC
8280 Greensboro Drive, 7th Floor
McLean, Virginia 22102-3807
Attention: A. Wray Fitch, Esquire

or such other address with respect to either Party as such Party may from time to time specify (as provided above) to the other Party hereto. Any such notice, demand or communication shall be deemed to have been given:

- (a) if sent by first class mail, as of the close of the third (3rd) business day following the date so mailed;
- (b) if personally delivered or sent by overnight courier, on the date delivered; and
- (c) if faxed, on the date faxed, provided written or verbal confirmation of receipt has been obtained by the sending Party.

4.4 Other Documents. The Parties shall execute such other documents as may be necessary or desirable to the implementation and consummation of this Agreement.

4.5 Further Assurances. The Parties each pledge to the other that they shall take whatever steps are reasonably necessary, in good faith, and use their best efforts to carry out their obligations under this Agreement.

4.6 Separate Counsel. The Parties have retained counsel in connection with the negotiation and preparation of this Agreement, and have consulted with and sought advice from their respective counsel, prior to execution, concerning their respective rights and duties under this Agreement.

4.7 Appendices. Any exhibits or schedules attached to this Agreement shall be deemed to be a part of this Agreement and incorporated in it, where applicable, as if fully set forth in the body of this Agreement. If any provision in any exhibit or schedule conflicts with or is not consistent with the provisions of this Agreement, the terms of this Agreement shall govern.

4.8 Counterparts. This Agreement may be executed in any number of counterparts, and by either Party on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or other electronically-delivered copies of signature pages to this Agreement or any other document or instrument delivered pursuant to this Agreement shall be treated as between the Parties as original signatures for all purposes.

4.9 Headings. The headings of the Articles, Sections and paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only and in no way define, limit or describe the scope of this Agreement nor the intent of any Section or paragraph.

4.10 Entire Agreement. This Agreement and any exhibits or schedules attached hereto and the ancillary documents provided for herein constitute the entire agreement and understanding of the Parties relating to the matters provided for herein and supersede any and all prior agreements, arrangements, negotiations, discussions and understandings relating to the matters provided for herein.

4.11 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

4.12 Waivers. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party or Parties waiving such provision. No waiver of any right or waiver of any obligation shall constitute a waiver of any other or similar right or obligation and no failure to enforce any right or obligation under this Agreement shall preclude or affect the later enforcement of such right or obligation.

4.13 Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained herein.

4.14 Number and Gender. Whenever required by the context, the singular number shall include the plural and the masculine, feminine, or neuter gender shall include all genders.

4.15 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia, including all matters of constitution, validity and performance, but not its choice of laws principles.

4.16 Attorneys' Fees. Should any Party institute any action or proceeding at law or in equity to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Agreement, or otherwise in connection with this Agreement, or any provision hereof, the prevailing Party shall be entitled to recover from the losing Party or Parties its costs and expenses, including reasonable attorneys' fees and costs for services rendered to the prevailing Party in such action or proceeding. In the event some but not all of the claims are awarded to both Parties, such that each Party could be considered to be the prevailing Party, the payment of reasonable attorneys' fees and other expenses incurred in connection with the proceedings shall be prorated between the Parties according to the division of the awarded claims.

4.17 Continuing Effect. This Agreement shall remain in full force and effect until the Escrow Agent has delivered the Escrowed Funds and any monies and earnings thereon and other instruments held by it pursuant to this Escrow Agreement in accordance with the terms hereof.

4.18 Waiver. All Parties acknowledge that the Escrow Agent is acting as an escrow agent as an accommodation to both Buyer and Seller and that Gammon & Grange, P.C., represents Seller. By execution of this Agreement, both Buyer and Seller acknowledge the potential for conflict but specifically waive any claim or right to make a claim that the Escrow Agent is or would be prohibited from representation of Buyer in any transaction with Seller by virtue of the fact (i) that Gammon & Grange, P.C., has served as Escrow Agent, or (ii) that Escrow Agent has learned facts about the Parties in its capacity as Escrow Agent, or (iii) that Escrow Agent, by virtue of its role as fiduciary for Buyer and Seller with respect only to the Escrowed Funds, could therefore be held to have a conflict of interest. Seller and Buyer agree that information conveyed to the Escrow Agent during the course and scope of Escrow Agent's duties, as Escrow Agent only, shall not be considered confidential by Seller or Buyer. Finally, Buyer and Seller agree that in the event that there exists an actual controversy between Buyer and Seller, the Escrow Agent can interplead the Escrowed Funds, resign as Escrow Agent and represent Seller with respect to the subject matter of the controversy.

[Signatures on next page]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed and delivered by the Parties as of the date first written above.

BIG CAT BROADCASTING, LLC

By 
Carlton Fitch,
Member

KOFI, Inc.

By: _____
David Rae,
Its President

Escrow Agent:

GAMMON & GRANGE, P.C.

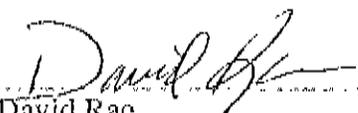
By: _____
A. Wray Fitch III

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed and delivered by the Parties as of the date first written above.

BIG CAT BROADCASTING, LLC

By _____
Carlton Fitch,
Member

KOFI, Inc.

By: 
David Rac,
Its President

Escrow Agent:

GAMMON & GRANGE, P.C.

By: _____
A. Wray Fitch III