

STOCK SALE AGREEMENT

This Stock Sale Agreement ("Agreement") is made and entered into this 8TH day of July, 2005, between the Estate of William J. Blake, Deceased, Patricia A. Blake, Personal Representative, of 1203 Tierney Street Marquette, Michigan 49855 ("Seller") and Taconite Broadcasting, Inc., a Michigan corporation, of 121 North Front Street, Marquette, Michigan 49855 ("Buyer").

WHEREAS, Seller is the owner of seventy percent (70%) (or 1050 shares) of the issued and outstanding shares of common voting stock of Taconite Broadcasting, Inc. ("Company"), and Thomas P. Mogush ("Mogush") is currently the owner of the remaining thirty percent (30%) (or 450 shares) of the issued and outstanding shares of common voting stock of the Company; Mogush will become the sole owner of issued and outstanding shares of common voting stock of the Company; in such respect, Mogush also executes this agreement; and

WHEREAS, Company is the Licensee of Radio Stations WMQT(FM) and WZAM(AM), each licensed to Ishpeming, Michigan, otherwise referred to as the "Stations"; and

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer all of the shares held by Seller of common voting stock ("Shares") of the Company, and

NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations contained in this Agreement, all of the parties, intending to be legally bound, agree as follows:

ARTICLE 1 Definitions

1. DEFINITIONS: Unless otherwise stated in this Agreement, the following terms shall have the following meanings:

- (a) Closing Date or Closing means a date to be designated by Buyer which shall not be later than the forty-fifth (45th) business day after the FCC provides Notice or Notices that it has approved and granted the transfer of control of the Company from Seller to Mogush, providing such approval has become final, as defined immediately below. In the event of any post-grant protest of the Transfer of Control Application, either Seller or Buyer shall have the option to extend the Closing Date to a date not later than the tenth (10th) business day after the Commission's consent and approval of the Transfer of Control Application has become a Final Order, as defined below. Notwithstanding the foregoing, Buyer shall have the option to Close prior to finality, but shall unwind the Closing if subsequently ordered to do so by the FCC.
- (b) Final Order ("Finality") means an Order of the FCC granting its consent and approval to the transfer of control of the Company from Seller to Mogush, which is no longer subject to rehearing, reconsideration or review by the FCC, or to a request for stay, an appeal or review by any court under the Communications Act of 1934, or the Rules and Regulations of the FCC.

ARTICLE 2
Purchase and Sale of the Shares

2.1. Purchase and Sale. The number of Shares of the Company which are currently issued and outstanding are set forth below.

<u>Shareholder</u>	<u>No. Shares Issued</u>
Estate of William J. Blake	1050
Thomas P. Mogush	450

Subject to the terms and conditions of this Agreement, and upon the execution of this Agreement and the prior approval of the Federal Communications Commission ("FCC"), Seller will sell to Buyer and Buyer will purchase from Seller all of the issued shares held by Seller, so that following the transaction, Mogush will own all of the issued and outstanding shares of the Company.

2.2. Consideration for the Shares. The total consideration to be paid by Buyer to Seller pursuant to this Agreement is Eight Hundred Twenty-seven Thousand Three Hundred (\$827,300.00) Dollars. Said consideration shall be paid in full at Closing, in the form of cash, certified check or wire transfer, at the option of Buyer.

2.3. Closing of Each Stock Sale and Purchase. At the Closing of each of the stock transactions contemplated by this Agreement, the Seller shall deliver, or cause to be delivered, the following to Buyer:

- (a) Stock certificates representing the Shares duly endorsed in blank or stock powers duly executed in blank, in proper form for transfer; and
- (b) the other documents required to be executed and delivered pursuant to Article 6.

ARTICLE 3
Governmental Consents & Conduct Prior to Closing

3.1. FCC Consent. It is specifically understood and agreed that the consummation of the stock purchase contemplated by this Agreement shall be subject to the prior consent of the FCC. The parties further agree that within ten (10) business days from the date this Agreement is executed by Seller, the requisite FCC application shall be submitted by the parties.

3.2. Conduct Prior to Closing: Between the date of this Agreement and the Closing Date, Mogush shall not control the operation of the Company or either of the Stations, but such operation shall be the responsibility of Seller as holder of the majority of the issued and outstanding shares of the Company. Notwithstanding the foregoing, Seller, Buyer and Mogush hereby acknowledge that the Stations are being operated by Company in the normal course of business, and shall continue to do so until the Closing Date. All parties further acknowledge Seller remains in control of the overall operations of the Stations. It is further understood and agreed that, effective on the Closing Date and thereafter, Seller shall have no control over, nor

right to intervene or participate in, the operation of the Stations.

3.3. Legal Notice: Upon the filing of the transfer of control application with the FCC, Seller and Buyer shall cooperatively take the necessary steps to provide such Legal Notice concerning the filing as is required by the FCC Rules.

3.4. Section 73.1150 Statement: Both the Seller and Buyer agree that the Seller will retain no rights of reversion in either the FCC Licenses and associated broadcast assets of the Stations, or the management and ownership of the Company, no right to the reassignment of the FCC licenses or the management and control of the Company in the future, and has not reserved the right to use the facilities of the Stations in the future for any reason whatsoever.

3.5. Maintenance of Confidences: Until after the Closing, Buyer, Seller and Mogush agree to keep confidential all information either receives or has received during the course of the negotiations in connection with the transaction contemplated herein, or relating to the business operations of the other party, provided that either party may disclose such information to its professional advisors, agents and any financial institution which it may be dealing with in connection with the proposed financing of the transactions contemplated herein, or as required by law. Notwithstanding the foregoing, either party may disclose the purchase price to the FCC or other parties, as may be required by law.

ARTICLE 4

Representations and Warranties

4.1. Representations and Warranties of Seller. The parties recognize and agree that Mogush has been a longtime and senior level employee of the Company and the Stations and he is fully familiar with their operations and activities. Seller's representations are therefore limited to the following:

- (a) Organization and Standing. The Company is a corporation organized, existing and in good standing under the laws of the State of Michigan, is qualified to do business in the State of Michigan, and has all requisite power and authority (corporate and otherwise) to own, lease and operate its properties and assets and to carry on its business as it is currently conducted.
- (b) Absence of Conflicting Agreements or Required Consents. The execution, delivery and performance of this Agreement by Seller: (1) does not require the consent of any third party (except, to the extent necessary, the Marquette County, Michigan Probate Court with respect to the Estate of William J. Blake, Deceased, which Seller will diligently and timely pursue as necessary); (2) will not violate any provisions of the Company's Articles of Incorporation or By-Laws; (3) will not violate any applicable law of any governmental authority to which the Company is a party or by which it or its assets are bound; (4) will not conflict with the terms, conditions or provisions of any agreement to which the Company is now subject; and (5) will not result in the creation of any new encumbrance on any of the Company's assets.

- (c) Capitalization. The total authorized capital stock of the Company consists of 5000 common voting shares, of which 1500 are issued, outstanding and fully paid and nonassessable.
- (d) Title to Shares. Seller is, or will be as of the Closing Date, the full and lawful owner of 70% of the issued and outstanding Shares, free and clear of all liens, pledges, encumbrances, agreements or claims on the part of any person or entity, and Seller has good and marketable title to the Shares. The transfer of the Shares being sold to Buyer shall vest Buyer with good and marketable title to the Shares, free and clear of all liens, pledges, encumbrances, agreements or claims on the part of any person or entity.
- (e) Compliance with Permits, Laws, Regulations and Orders. To Seller's knowledge, the Company is in substantial compliance with all material terms of its FCC Licenses and has paid all FCC regulatory fees to date.
- (f) Assets. To Seller's knowledge, the Company has, good and marketable title to the assets being transferred to Buyer under the terms of this Agreement, and such assets shall be free and clear of all liens, pledges, encumbrances, agreements or claims.
- (g) Adverse Proceedings. To Seller's knowledge, there are no adverse proceedings pending or threatened against the Company or any of its Shareholders, especially any that would negatively impact the continued operations of the Stations.
- (h) Directors and Officers. At the Closing Date, if so requested by Mogush, present directors and officers of the Company shall tender their written resignations and deliver the same to Buyer concurrently with the delivery of the certificates representing the Company's shares being transferred from Seller to Buyer.

ARTICLE 5

Closing Conditions, Closing Documents (Buyer)

- 5.1. Conditions.
 - (a) All of the material terms, covenants and conditions to be complied with and performed by Buyer will have been complied with or performed in all material respects.
 - (b) No suit, action, claim or governmental proceeding shall be pending against, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any party which would make it unlawful to effect the transactions contemplated by this Agreement in accordance with their terms.

ARTICLE 6

Closing Conditions, Closing Documents (Seller)

- 6.1. Conditions.
 - (a) All of the material terms, covenants and conditions to be complied with and performed by Seller will have been complied with or performed in all material

respects.

- (b) No suit, action, claim or governmental proceeding shall be pending seeking to restrain this Agreement or consummation of the transactions contemplated by it, or which would have a material adverse effect on the future operation of the Station. No order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any party which would render it unlawful to effect the transactions contemplated by this Agreement in accordance with their terms.

6.2. Documents

- (a) At Closing, Seller shall deliver to Buyer the Stock certificates or Stock powers to effect the transfers provided for by this Agreement, and in exchange, Buyer shall deliver to Seller the monetary consideration required to close this transaction.
- (b) Seller shall execute and deliver to Buyer such other instruments and documents as Buyer may reasonably request in connection with the consummation of the contemplated transactions.

ARTICLE 7
Indemnification

7.1. Seller's And Buyer's Indemnities.

- (a) The Seller and Buyer shall each indemnify, defend and hold harmless the other, from all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including interest, penalties, court costs and reasonable attorneys' fees and expenses, asserted against, imposed upon or incurred by either party, directly or indirectly, with respect to (a) any material misrepresentation or breach of warranty or covenant by the other party and, (b) any failure by either party to perform any of its obligations under this Agreement
- (b) Buyer hereby agrees to indemnify and hold Seller, its successors and assigns, harmless from and against the following:
 - (i) Any and all claims, liabilities and obligations of every kind and description, contingent or otherwise, arising from or related to Buyer's operation of the Stations after the close of business on the Closing Date.
 - (ii) Any and all damages or deficiency resulting from any misrepresentations, breach of warranty or covenant, or nonfulfillment of any agreement or obligation on the part of Buyer under this Agreement, or from any misrepresentation in or omission from any certificate or other instrument furnished to the Seller pursuant to this Agreement or in connection with any of the transactions contemplated hereby.
 - (iii) Any and all actions, suits, proceedings, damages, assessments, judgments, costs and expenses, including reasonable attorneys' fees incident to any matter described in subsection (i) above.
 - (iv) Any and all claims, liabilities and obligations of every kind and description, contingent or otherwise, arising from or related to Buyer's operation of the Stations subsequent to the close of business on the

Closing Date.

ARTICLE 8
Other Provisions

8.1. Survival of Representations, Warranties and Covenants. The representations, warranties, covenants, indemnities and agreements contained in this Agreement are and will be deemed and construed to be continuing representations, warranties, covenants, indemnities and agreements, and will survive for a period of one (1) year from the date of this Agreement.

8.2. Assignment. This Agreement will be binding upon and inure to the benefit of the parties and their successors. No party may assign any of its rights or obligations under this Agreement without the consent of the other.

8.3. Specific Performance. The parties agree that either party's failure to perform hereunder may result in irreparable injury to the other and thereby agree that in addition to any other remedy available at law or in equity, in the event of a default by one party, the other party may also seek to specifically enforce performance of this Agreement.

8.4. Notices. All notices and other communications shall be in writing and shall be deemed to have been duly given if delivered or mailed by registered mail, postage prepaid, as follows:

If to Seller: Patricia A. Blake
Personal Representative
Estate of William J. Blake
1203 Tierney
Marquette, MI 49855

With a copy to: Kenneth J. Seavoy, Esq.
(which shall not Kendricks, Bordeau, Adamini, Chilman
constitute notice) & Greenlee, P.C.
128 West Spring Street
Marquette, MI 49855

If to Buyer: Taconite Broadcasting, Inc.
Attn: Thomas P. Mogush
121 N. Front Street, Suite A
Marquette, MI 49855

With a copy to: Christopher D. Imlay, Esq.
(which shall not Booth, Freret, Imlay & Tepper, PC
Constitute notice) 14356 Cape May Road
Silver Spring, Maryland 20904-6011

8.5. Entire Agreement. This Agreement and any attached schedules and exhibits set forth the entire agreement and understanding between the parties with respect to the subject matter and supersede any prior negotiations, agreement, understandings or arrangements between the parties with respect to the subject matter.

8.6. Amendments. The provisions of this Agreement may be amended, terminated or waived only by an instrument in writing executed by all of the parties or by the party granting a waiver.

8.7. No Waiver. To the extent permitted by law, the failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right to enforce that provision or any other provision of this Agreement at any time thereafter.

8.8. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect its meaning or interpretation.

8.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.10. Compliance with the Communications Act and FCC Rules. The parties agree that the provisions of this Agreement are subject to all applicable requirements under the Communications Act of 1934, as amended (the "Communications Act"), and the rules, regulations and policies of the FCC promulgated thereunder ("FCC Rules"). The parties agree that all actions undertaken pursuant to this Agreement or otherwise on behalf of the Company, shall be in full compliance with the requirements of the Communications Act and the FCC Rules, and the parties shall take no action with respect to the Company which would be in violation thereof, nor, consistent with the above, will any of the parties take any action or fail to take such action, as the case may be, that could jeopardize the FCC authorizations and licenses held by the Company. Each party agrees to execute on behalf of himself and the Company, and to cooperate in the filing and prosecution of, all applications and other documents which in the opinion of counsel are necessary to obtain FCC or other governmental approval of any transactions contemplated by this Agreement or any actions otherwise properly taken on behalf of Company.

8.11. Reformation of Agreement. If any provision of this Agreement is deemed contrary to FCC rules or policies or is otherwise ruled unenforceable, the parties mutually agree to reform this Agreement to modify or delete such provision, exercising their best good faith efforts to insure that such modification, while removing the legal infirmity, conforms as closely as possible to the parties' original intention.

8.12. Broker Fees. The Seller, Company and Buyer agree that no broker was involved in this transaction.

8.13. Consent to Jurisdiction: Seller and Buyer agree that in the event any dispute arises

concerning the terms or performance of this agreement such matters shall be resolved in the appropriate State of Michigan court, and that this Agreement shall be construed and enforced in accordance with the laws of the State of Michigan.

8.14 Termination: Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated at the option of either party upon written notice to the other party if a Final Order consenting to the transfer of control of the Company has not been obtained within twelve (12) months after the date on which the application is filed with the FCC, provided however, that neither party may terminate this Agreement if that party is in default hereunder, or if a delay in any decision or determination by the FCC respecting the application has been caused or materially contributed to (i) by any failure of the terminating party to furnish, file or make available to the FCC information within its control; (ii) by the willful furnishing by the terminating party of incorrect, inaccurate, or incomplete information to the FCC, or (iii) by any other action taken by the terminating party for the purpose of delaying the FCC's decision or determination respecting the application.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Estate of William J. Blake ("Seller")

Thomas P. Mogush

By: Patricia A. Blake
Patricia A. Blake,
Personal Representative

Thomas P. Mogush
Thomas P. Mogush

Taconite Broadcasting, Inc. ("Buyer")

By: Patricia A. Blake
President