

Purchase Price, Structure, Payments

(a) Buyer shall be bound by the Payment Schedule attached hereto as Exhibit 3 and incorporated herein by reference for payments applicable to the LMA as well as the re-stated Secured Promissory Note.

(b) On the Closing Date of the Assignment Application, payment terms of Exhibit 3 shall be re-stated and incorporated into a Secured Promissory Note with a re-stated principal balance as reflected in the Payment Schedule.

(i) The Term of the Payment Schedule and the re-stated Note shall not exceed one hundred sixty-six months unless mutually agreed to by the Parties;

(ii) Interest on deferred and accrued payments in addition to fully amortized payments pursuant to the Payment Schedule and the re-stated Secured Promissory Note shall bear interest of six percent (6%) per annum;

(iii) The Commencement Date of the Secured Promissory Note shall be that of its execution, concurrent with the Closing Date;

(iv) The first payment due under the Secured Promissory Note shall be the first day of the first full month following the Commencement Date, pro-rated for any preceding partial month;

(v) Buyer's obligations to make payments per the Payment Schedule and the re-stated Secured Promissory Note shall be secured by the terms of this Agreement, the Secured Promissory Note (Exhibit 4); a Security Agreement (Exhibit 5); and the Assignment of Lease as Security (Exhibit 6) (collectively the "Financing Documents");

(vi) Monthly Payments shall be as set forth in the Payment Schedule and the re-stated Secured Promissory Note, principal and interest included; plus the addition of any late payments or default interest incurred.

(v) There shall be Capital Reduction Payments of Two Hundred Fifty Thousand Dollars (\$250,000.00) each in addition to the Monthly Payments due at months seven (7) and thirteen (13) as reflected on the Payment Schedule.

(c) All payments due under the Payment Schedule for both the LMA and the re-stated Secured Promissory Note shall have a grace period of ten (10) days before Buyer incurs any Late Payment Fees.

(d) In the event Buyer is unable to make the second Capital Reduction Payment at month thirteen (13) as specified in the Payment Schedule, Buyer shall have an extended

period of three (3) months (the "Extended Period to Pay") from the due date in which to secure the Payment. During the extended period, Buyer shall be obligated to continue making the regular Monthly Payments.

(e) In the event Buyer remains unable to make the second Capital Reduction Payment at the end of the Extended Period to Pay, Seller shall have the option but not the requirement to declare Buyer in default and to seek all remedies available to it which are consistent with the terms and conditions of the Financing Documents and the Rules and Regulations of the FCC.