

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of MARCH 27, 2004 (this "Agreement"), by and between KESC Enterprises, LLC, an Oklahoma Limited Liability Company ("Buyer"), Little Dixie Radio, Inc., an Oklahoma corporation ("Licensee"), and Gene Stipe, an individual (and together with Little Dixie, referred to herein as "Seller").

WITNESSETH:

WHEREAS, Licensee is the licensee of radio station KESC(FM), McAlester, Oklahoma (the "Station"), pursuant to authorizations (the "FCC Authorizations") issued by the Federal Communications Commission (the "FCC");

WHEREAS, on the terms and conditions described herein, Seller desires to sell and Buyer desires to acquire substantially all of the assets owned or leased by Seller and used or useful in connection with the operation of the Station; and any and all other affiliated stations;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Sale of Assets.

(a) Assets. On the Closing Date (as hereinafter defined), Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase and assume from Seller, all of the assets, properties, interests and rights of Seller of whatsoever kind and nature that are owned or leased by Seller and used or useful in connection with the operation of the Station (the "Assets") (but excluding the Excluded Assets described in subparagraph (c) below), including without limitation:

(i) Tangible Personal Property. All of Seller's equipment, machinery, furniture, furnishings, fixtures, office materials, vehicles and other tangible personal property used or useful in the conduct of the business or operations of the Station (the "Tangible Personal Property"), together with such improvements and additions thereto and replacements thereof between the date hereof and the Closing Date, including without limitation, the property set forth on Schedule 1(a)(i) hereto;

(ii) Real Estate. All real property described on Schedule 1(a)(ii) hereto, together with any improvements and fixtures thereon (collectively, the "Real Estate"), and together with all right, title and interest of Seller in and to any and all easements and rights of way appurtenant thereto;

(iii) Licenses and Authorizations. All of the licenses, permits and other authorizations, including the FCC Authorizations (collectively, the "Licenses"), issued by the FCC, the Federal Aviation Administration (the "FAA"), and any other federal, state or local governmental authorities to Seller in connection with the conduct of the business and the full on-

air operations of the Station, including without limitation, those set forth on Schedule 1(a)(iii) hereto;

(iv) Contracts, Agreements, Orders, Etc. All of Seller's rights under and interest in those certain contracts, agreements, real and personal property leases, programming license agreements, commitments and understandings, options, rights and interests, written or oral, of Seller or to which Seller is a party, relating to the conduct of the business and operations of the Station, all of which are listed on Schedule 1(a)(iv) attached hereto, together with all contracts, agreements and leases entered into or acquired by Seller between the date hereof and the Closing Date which Buyer has specifically agreed to assume in writing at the Closing (the "Contracts"); To the extent that the assignment of any of the Contracts set forth in Schedule 1(a)(iv) may require the consent of a third party, Seller will exercise its best efforts to secure such consent. In the event that Seller is unable to secure such consent prior to Closing, Buyer shall not be required to assume performance pursuant to said contract or agreement. The contracts and agreements designated by an asterisk in Schedule 1(a)(iv) are contracts, the assignment and assumption of which are conditions to Buyer's obligation to close hereunder ("Material Contracts");

(v) Programming Material. All programs and programming material of whatever form or nature owned by Seller and used or intended for use in conjunction with the Station;

(vi) Intellectual Property. All of Seller's right, title and interest in and to all copyrights, licenses, patents, trademarks, service marks, logos and trade names (including the call letters KESC and any variation thereof) used in connection with the operation of the Station and all goodwill associated therewith, including registrations and applications for registration of any of the foregoing, and other similar intangible rights and interests. These rights and interests are set forth on Schedule 1(a)(vi) hereto;

(vii) Books and Records. All of Seller's logs, books, files, data, software, FCC and other governmental applications, equipment manuals and warranties, and other records relating to the full on-air broadcast operations of the Station, including without limitation all electronic data processing files and systems, FCC filings and all records required by the FCC to be kept by the Station; provided, however, that Buyer shall afford Seller reasonable post-Closing access to such books and records upon reasonable advance written notice if access to such books and records is reasonably required to enable Seller to comply with any tax, financial or other legal obligations;

(viii) Other Assets. All of Seller's other transferable property and assets, tangible or intangible, pertaining to, used or useful in the operation of the Station, wherever located, including, but not limited to, any and all such franchises, material, supplies, easements, rights of way and other rights and privileges relating to the operation of the Station in effect as of the date hereof, and any of the foregoing that may be acquired between the date hereof and the Closing hereunder.

(b) Retained Liabilities. The Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales

agreements and other liens, liabilities and encumbrances of every kind and nature ("Liens"). Except for the assumed Contracts, Buyer is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of Seller of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement. All of such liabilities and obligations shall be referred to herein as the "Retained Liabilities." Without limiting the generality of the foregoing, it is understood and agreed that Buyer is not agreeing to, and shall not, assume (i) any liability or obligation of Seller to Seller's employees under any existing written or oral agreements with Seller, including any such liability or obligation in respect of wages, salaries, bonuses, accrued vacation or sick pay or any other matter, or (ii) any liability arising out of any termination by Seller of the employment of any employee of the Station or any liability for any employee benefit plan or arrangement of Seller for the Station employees.

(c) Employees. Seller shall terminate all employees of Seller at the Station as of the Closing and shall pay any and all wages, salaries, bonuses, severance and other payments to which any of Seller's employees are entitled as of the Closing Date. Buyer shall not assume any liabilities with respect to any past or present employees, including, without limitation, for retirement, pension, bonus, termination, vacation or other pay, or for hospitalization, major medical, life or other insurance, or other employee benefits. All obligations, if any, under the Worker Adjustment and Retraining Notification Act as to the termination of any of Seller's employees employed by Seller prior to the Closing Date shall be the sole responsibility of Seller. Buyer shall have no obligation to offer employment to any employee of Seller or the Station.

(d) Excluded Assets. The following assets and obligations relating to the business of the Station shall be retained by Seller and shall not be sold, assigned or transferred to or assumed by Buyer (the "Excluded Assets"):

(i) All cash, cash equivalents or similar type investments of Seller such as certificates of deposits, Treasury bills or other marketable securities on hand and in banks (or their equivalents);

(ii) All accounts receivable due to Seller on or before the Closing Date;

(iii) All deposits and all prepaid expenses and taxes; and

(iv) Seller's corporate records;

2. Purchase Price.

(a) Payments at Closing. Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, on the Closing Date Buyer shall pay to Seller the aggregate sum of Seven Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars (\$766,666.00) (the "Purchase Price"). The Purchase Price shall be payable to Seller at Closing as follows:

(i) Escrow Deposit. Concurrently with the execution of this Agreement, Buyer has delivered to _____ ("Escrow Agent") the sum of Five

Thousand Dollars (\$5,000.00) to be held in an interest bearing account as an earnest money deposit (the "Earnest Money Deposit") pursuant to an escrow agreement in the form attached hereto as Exhibit A of even date herewith (the "Escrow Agreement"). The Earnest Money Deposit shall be paid to Seller as partial payment of the cash Purchase Price due at Closing to Seller, or shall otherwise be made available to Seller or released to Buyer in accordance with the provisions of this Agreement and the Escrow Agreement. All interest shall be payable to Buyer; and

(ii) Remaining Balance. The remaining balance of the Purchase Price, as adjusted, shall be paid by the Buyer to Seller on the Closing Date by wire transfer of immediately available funds as designated by Seller.

(b) Proration. The parties agree to prorate all expenses arising out of the operation of the Station that are incurred, accrued or payable, as of 11:59 p.m. local time of the day preceding the Closing. The items to be prorated shall include, but not be limited to, power and utilities charges, FCC regulatory fees, real and personal property taxes upon the basis of the most recent tax bills and information available, security deposits, and similar prepaid and deferred items. On the Closing Date, the prorations shall, insofar as determinable, be calculated and paid on the Closing Date in cash or other immediately available funds. Any prorations not able to be determined on the Closing Date shall be determined promptly, with final settlement and payment in cash or other immediately available funds to be made within forty-five (45) days after the Closing Date.

(c) Allocation. On or before the Closing Date, Buyer and Seller shall mutually agree upon an allocation of the Purchase Price among the Assets that complies with Section 1060 of the Internal Revenue Code of 1986, as amended. The allocation shall be binding on the parties and used for all tax filings and other related purposes.

3. FCC Consent; Assignment Application. At a date not later than five (5) business days after the execution of this Agreement, Buyer and Seller shall execute, file and vigorously prosecute an application with the FCC (the "Assignment Application") requesting its consent to the assignment, from Seller to Buyer, of all FCC Authorizations pertaining to the Station (the "FCC Consent"). Buyer and Seller shall take all commercially reasonable steps to cooperate with each other and with the FCC to secure such FCC Consent without delay, and to promptly consummate this Agreement in full.

4. Search and Survey. At its own expense, Seller shall furnish and deliver to Buyer at least (30) days prior to the Closing Date, the following: (A) fully guaranteed tax, title and United States District Court searches dated subsequent to the date of this Agreement; and (B) a survey of the Real Estate prepared by a surveyor licensed in the State of Oklahoma, showing the Real Estate together with all improvements thereon, if any, and all easements, rights-of-way and encroachments affecting the Real Estate, and certifying the exact acreage of the Real Estate. Seller shall pay for the aforesaid survey and for said tax and title searches and for the required revenue stamps to be attached to the deed and for the survey. Buyer shall pay for any fees incurred for recording of the deed and for title insurance policies as required. If it should appear that the Real Estate is affected by any outstanding interest, or questions of title which render title uninsurable, Seller shall remove such question or discharge such interest, for which purpose

Seller shall have a reasonable time, but in no event later than the date of Closing. If the Real Estate shall be affected by any lien or encumbrance which may be discharged by the payment of an ascertainable amount, then it shall be Seller's obligation to discharge such lien or encumbrance at or prior to Closing. If Seller shall be unable to convey insurable title, subject to and in accordance with the provisions hereof, Buyer shall have the right to terminate this Agreement by giving written notice of such termination to Seller whereupon, in addition to any other rights and remedies available to Buyer, the Earnest Money Deposit shall be released to Buyer. Buyer may, nevertheless, at its option, accept such title as Seller may be able to convey, and Buyer shall be entitled to a reduction of the Purchase Price in an amount equivalent to the costs incurred by Buyer related to such uninsurable title.

5. **Closing Date; Closing Place.** The closing (the "Closing") of the transactions contemplated by this Agreement shall occur on a date (the "Closing Date") fixed by Buyer which shall be no later than five (5) days following the date on which the FCC Consent shall have become a Final Order (as hereinafter defined) and the other conditions to closing set forth in Section 9 have either been waived or satisfied. For purposes of this Agreement, the term "Final Order" means action by the FCC consenting to an application which is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing or appeal is pending, and as to which the time for filing any such request, petition or appeal or reconsideration by the FCC on its own motion has expired. The Closing shall be held at the offices of Buyer or Buyer's counsel, as Buyer may elect.

6. **Representations, Warranties and Covenants of Seller.** Seller, jointly and severally, hereby makes the following representations, warranties and covenants to Buyer:

(a) **Status.** Licensee is a corporation duly organized, validly existing and in good standing under the laws of the State of Oklahoma, and has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(b) **Authorization of Agreement.** Seller has the power and authority to execute and deliver this Agreement and the Escrow Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the Escrow Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Seller and no other proceedings on the part of Seller are necessary to authorize this Agreement and the Escrow Agreement or to consummate the transactions contemplated hereby. This Agreement and the Escrow Agreement have been duly and validly executed and delivered by Seller and constitute the legal, valid and binding agreements of Seller enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(c) **No Conflict.** The execution, delivery and performance of this Agreement and the Escrow Agreement by Seller will not (i) conflict with or result in any breach of any provision of the articles of incorporation or by-laws of Seller, or (ii) result in a material default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or

other instrument or obligation, relating to its own business, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Seller, or (iv) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(d) Tangible Personal Property. Schedule 1(a)(i) hereto contains a list of the Tangible Personal Property owned or leased by Seller for use in connection with the operation of the Station. The assets listed in Schedule 1(a)(i) hereto include all tangible personal property necessary to conduct the business and operation of the Station as now conducted. Each item of Tangible Personal Property, (i) is in good condition and repair, (ii) has been maintained in a manner consistent with generally accepted standards of good engineering practice, (iii) is operating in compliance with the FCC Authorizations and rules and regulations of the FCC, the FAA and any other applicable government agencies, and (iv) does not contain any PCBs.

(e) Authorizations; FCC Matters. Schedule 1(a)(iii) hereto contains a true and complete list of the FCC Authorizations and all other licenses, permits or other authorizations from governmental or regulatory authorities that are required for the lawful conduct of the business and operation of the Station in the manner and to the full extent it is presently operated. Seller lawfully holds each of the FCC Authorizations and other licenses, permits and authorizations listed on Schedule 1(a)(iii), none of which is subject to any restrictions or conditions that would limit in any material respect the operation of the Station. Seller is operating the Station in all material respects in accordance with the FCC Authorizations, and all rules, regulations and policies of the FCC (the "Communications Laws"). There is not now pending or, to Seller's knowledge, threatened any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew any of such FCC Authorizations, and Seller has not received any notice of and has no knowledge of any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against the Station or Seller. All material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Station have been timely filed, and all such reports and filings are accurate and complete in all material respects. Seller maintains a public inspection file for the Station and such file materially complies with the Communications Laws. The Station is not short spaced to any other broadcast Station and is not causing interference in violation of FCC rules to the transmissions of any other broadcast station or communications facility and, no broadcast station or communications facility is causing interference in violation of FCC rules to the Station's transmissions or the public's reception of such transmissions. Seller has no reason to believe that the Station is receiving or in the future may receive any objectionable interference. The Station is currently, and at the Closing Date will be, operating at its full authorized transmitter power. The Station's tower is painted, obstruction-marked and lighted to the extent required by, and in accordance with, the rules and regulations of the FAA and the FCC. Seller has complied in all material respects with all requirements of the FCC and the FAA with respect to the construction and/or alteration of Seller's antenna structures, and "no hazard" determinations for each antenna structure have been obtained, where required. All antenna towers used in connection with the Station, whether or not owned by Seller, have been registered with the FCC, if required to be registered, in accordance with the FCC's rules, regulations, and policies. The FCC registration number(s) for the Station's antenna tower(s) is set forth in Schedule 1(a)(iii).

(f) Intangible Property. Seller has obtained all licenses and other rights necessary for the use of all slogans, positioning statements, program material, logos, titles and other intangibles used by the Station. Copies of any licensing agreements for the use of such intangible property have been delivered to Buyer and there are no complaints pending and, to Seller's knowledge, there are none threatened and there is no basis for any claim in connection with the use of any intangible property in connection with the operation of the Station.

(g) Real Estate. Schedule 1(a)(ii) includes a complete and accurate list of all of the real estate owned, held or used by Seller with respect to the Assets (all of which is included in the definition of "Real Estate"). The activities carried on or in all buildings, facilities, installations, fixtures and other structures or improvements included as part of the Real Estate, and the buildings, facilities, installations, fixtures and other structures or improvements themselves, are not in violation of, or in conflict with, any building or use restriction, any variance, any applicable zoning, subdivision or health law regulation or ordinance, any variance, or any other similar law or ordinance or regulation. Seller has, and Buyer will enjoy, full rights of ingress and egress to the Real Estate set forth in Schedule 1(a)(ii). There are no pending or, to Seller's knowledge, threatened or proposed proceedings or governmental actions to modify the zoning classification of, or to condemn or take by the power of eminent domain (or to purchase in lieu thereof), or to classify as a landmark, or to impose special assessments on, or otherwise to take or restrict in any way the right to use, develop or alter, all or any part of the Real Estate.

(h) Fixtures. All fixtures relating to the Real Estate (i) are in good condition and repair, (ii) have been maintained in a manner consistent with generally accepted standards of good engineering practice, (iii) are operating in compliance with the FCC Authorizations and rules and regulations of the FCC, the FAA and any other applicable government agencies, and (iv) do not contain any PCBs.

(i) Marketable Title. Seller has good and marketable title to all Tangible Personal Property and Real Estate, free and clear of all Liens and the Assets to be sold hereunder are transferable by Seller by its sole act and deed and no consent on the part of any other party is necessary for the transfer thereof to Buyer.

(j) Contracts. Seller has furnished to Buyer true and complete copies of all agreements, contracts, documents and amendments and modifications to the same, as listed on Schedule 1(a)(iv). Seller shall use its best efforts to obtain such third party consents as necessary to assign these contracts and agreements to Buyer. The information contained in such documents is accurate and complete in all material respects. Schedule 1(a)(iv) contains all material agreements to which Seller is a party with respect to the Assets including, but not limited to, agreements relating to permits, licenses, approvals or registrations of or with all regulatory authorities, and leases and other agreements with third parties relating to the operation and use of the Station and its facilities. All such documents are in full force and effect, and are materially unimpaired by any actions or breaches by Seller or, to Seller's knowledge, any other party to such documents.

(k) Financial Statements. Seller has provided to Buyer the year-end balance sheets and operating statements for the Station for the past three fiscal years and for the current year to date, as well as monthly income and expense statements for the twelve months prior to

the date of this Agreement ("Financial Statements"). There has been no material adverse change in the financial operations of the Station since the completion of the most recent year-end Financial Statements. All such materials are true and correct in all material respects and accurately reflect the financial condition of Seller, the Assets and the Station. There are no outstanding liabilities of Seller or the Station that are not reflected in the Financial Statements referenced herein. Buyer shall have the right to audit the Financial Statements at its own expense.

(l) Personnel Information. Seller has provided to Buyer a list of all the Station's employees, their positions and current salaries, with their salary history for the prior year. This information is true and accurate, and fully discloses all compensation paid to the Station's employees. Seller is not a party to any employment agreement with any employee and all employees are terminable at will. Seller is not a party to any contract with any labor organization, nor has Seller agreed to recognize any union or other collective bargaining unit at the Station, nor has any union or other collective bargaining unit been certified as representing any employees of the Station. To Seller's knowledge, there are not any organizational efforts currently being made or threatened by or on behalf of any labor union with respect to the employees of the Station. Seller has not experienced any strikes, work stoppages, grievance proceedings, claims of unfair labor practices filed or threatened to be filed or other significant labor difficulties of any nature at the Stations, nor are there any material controversies pending or, to Seller's knowledge, threatened between Seller and any employees of the Station.

(m) Employee Benefit Plan. Schedule 6(m) hereto contains a list of all employee benefit plans or arrangements applicable to the employees employed at the Station and Seller possesses no other fixed or contingent liabilities or obligations with respect to any person now employed at the Stations. Such plans, and the termination thereof, will impose no obligations on Buyer. Seller shall be responsible for coverage of the employees of the Station under any such policy through the Closing Date and for all obligations of Seller due to the termination of such coverage as of the Closing Date and thereafter.

(n) Brokers. There is no broker or finder or other person who would have any valid claim for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Seller.

(o) Legal Proceedings. Except as disclosed in Schedule 6(o), Seller is not subject to any order, writ, injunction, judgment, arbitration decision, settlement or consent agreement, or decree having binding effect and affecting the business of the Station or the Assets or that restrains or enjoins or could otherwise adversely affect the transactions contemplated hereby, and no such proceeding is pending. There is no litigation pending by or against or, to Seller's knowledge, threatened against Seller that relates to Seller or the Station or that could materially affect any of the Assets. Seller, with respect to the Station, has complied in all material respects with all laws, regulations, orders or decrees applicable to Seller. The present uses by Seller of the Assets do not violate any such laws, regulations, orders or decrees in any material respect. To Seller's knowledge, there is not (i) any threatened litigation regarding the potential sale of the Station or the business of the Station; or (ii) any basis for any claim that any of the transactions contemplated under this Agreement violates the terms of any of the instruments listed above, or would be otherwise impermissible.

(p) Environmental Matters. The operation of the Station does not exceed permissible levels of exposure to RF radiation specified in either the FCC's rules, regulations and policies concerning RF radiation or any other applicable Environmental Laws (as defined below). Seller has complied and currently is in material compliance with all applicable laws, statutes, rules, regulations, codes and ordinances of all U.S. federal, state and local government agencies and authorities relating to the discharge of air pollutants, water pollutants or process waste water, or Hazardous Materials (as defined herein), or otherwise relating to the environment, including without limitation the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, and regulations of any state department of natural resources or state environmental protection agency now in effect ("Environmental Laws").

As used herein, the term "Hazardous Materials" means any wastes, substances, or materials (whether solids, liquids or gases) that are deemed hazardous, toxic, pollutants, or contaminants, including substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, any Environmental Laws. "Hazardous Materials" includes polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious wastes, radioactive materials and wastes and petroleum and petroleum products (including crude oil or any fraction thereof). There are no underground storage tanks located at the Real Property. There are not now, nor to Seller's knowledge have there previously been, any other facilities on, under, or at the Real Property that contained any Hazardous Materials that, if known to be present in soils or ground water, would require cleanup, removal or some other remedial action under Environmental Laws.

Without limiting the foregoing, if, through the Closing Date, any Hazardous Material is found on, in, or under the Assets, Seller, at its own cost and expense, shall immediately take such action as is necessary to prevent the spread of and remove or clean up, or otherwise remedy the existence or spread of, such Hazardous Material to the extent required by applicable laws; provided, however, that if the cost of any remedial action exceeds One Hundred Thousand Dollars (\$100,000.00), then Seller may choose not to take such remedial action and Buyer may, in addition to any other rights and remedies available to Buyer, terminate this Agreement and the Earnest Money Deposit shall be returned to Buyer and Buyer shall have no further obligations to Seller. No Hazardous Material shall be introduced to or handled on the Assets through the Closing Date that could have a Material Adverse Effect. There are no pending or, to the best of Seller's knowledge, threatened (i) requests for information, actions, or proceedings from or by any Governmental Body or any other person or entity against Seller with respect to the Station or the Assets regarding any Environmental Law, or (ii) Liens or governmental actions, notices of violation, notices of noncompliance or other proceedings against Seller with respect to the Station or the Assets regarding any Environmental Law. From the date hereof through the Closing Date, Buyer shall have the right at all reasonable times and from time to time to conduct environmental audits of the Assets and Real Property by a consultant of Buyer's choice. A copy of any written report provided to Buyer resulting from such audits shall be furnished to Seller. Seller shall cooperate in the conduct of each audit and review performed pursuant to this Section.

(q) Payment of Taxes. Seller has duly and timely filed all federal, state, local or foreign income, franchise, sales, use, property, excise, payroll, FICA, withholding and other tax returns and forms required to be filed, and have timely paid in full or discharged or will pay in full or discharge as of the Closing all taxes, assessments, excises, interest, penalties, deficiencies and levies required to be paid and pertaining to the Assets to be transferred hereunder.

(r) Insurance. Seller has in effect policies of insurance covering loss or damage to the Assets, and liability and other casualty insurance in amounts customary in the industry. All premiums have been paid, and there has otherwise been no default under any such policy. The policies, and the extent of coverage provided thereunder, are listed on Schedule 6(r) attached hereto.

(s) Trade Agreements. Schedule 6(s) lists all agreements currently in effect for the provision of advertising time for other than cash consideration. As of the Closing Date, the total value of advertising under barter or trade agreements to be broadcast after Closing shall not exceed Five Hundred Dollars (\$500.00) in the aggregate. As of the Closing Date, the value of goods and services to be received under barter and trade agreements shall be at least as great as the value of advertising to be broadcast after the Closing Date pursuant to those agreements. On the Closing Date, the Purchase Price shall be adjusted to the extent outstanding barter or trade obligations exceed Five Hundred Dollars (\$500.00).

(t) Accuracy of Statements. No representation or warranty made by Seller in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Buyer.

7. **Representations and Warranties of Buyer.** Buyer hereby makes the following representations and warranties to Seller:

(a) Status. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Oklahoma, and has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(b) Authorization of Agreement. Buyer has the power and authority to execute and deliver this Agreement, the Escrow Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the Escrow Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Buyer and no other proceedings on the part of Buyer are necessary to authorize this Agreement and the Escrow Agreement or to consummate the transactions contemplated hereby. This Agreement and the Escrow Agreement have been duly and validly executed and delivered by Buyer and constitute the legal, valid and binding agreements of Buyer enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or

other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(c) No Conflict. The execution, delivery and performance of this Agreement and the Escrow Agreement by Buyer will not (i) conflict with or result in any breach of any provision of the organizational documents of Buyer, or (ii) result in a material default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation, relating to its own business, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Seller, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Buyer, or (iv) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(d) Legal Proceedings. There is no litigation, proceeding or governmental investigation pending or, to Buyer's knowledge, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to Buyer, including without limitation, any voluntary or involuntary petition under Federal bankruptcy law or any state receivership or similar proceedings, that would prevent or materially impede the consummation by Buyer of the transactions contemplated by this Agreement, nor does Buyer know of, or have any reasonable ground to know of, in view of its present situation or action it now contemplates taking, any basis for such litigation, proceeding or investigation.

(e) Brokers. There is no broker or finder or other person who would have any valid claim against Buyer for a commission or brokerage in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding or action by Buyer.

(f) Qualification. To Buyer's knowledge, there are no facts which, under the Communications Act of 1934, as amended, or the existing rules and regulations of the FCC, would disqualify Buyer as an assignee of the Licenses.

(g) Accuracy of Statements. No representation or warranty made by Buyer in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Seller.

8. **Covenants of Seller.** Seller covenants and agrees with Buyer as follows:

(a) **Conduct of Business During Interim Period.** Seller covenants and agrees with respect to the Station that between the date hereof and the Closing Date (the "Interim Period"), except as expressly permitted by this Agreement or with the prior written consent of Buyer, it shall act in accordance with the following:

(i) Except as specifically set forth herein, Seller shall conduct the business and operations of the Station in the ordinary course of business, consistent with past practices, and with the intent of preserving the Assets.

(ii) Seller shall not: (i) sell or transfer any of the Assets outside of the ordinary course of Seller's business, consistent with past practices and which Assets shall be replaced with assets of equal or greater value, (ii) place or allowed to be placed on any of the Assets relating to the Station any Lien, (iii) grant or agree to grant any increases in the rates of salaries or compensation payable to employees of the Station, (iv) grant or agree to grant any bonus or increase to any executive or management employee of the Station, or (v) provide for any new pension, retirement or other employment benefits for employees of the Station or any increase in any existing benefits.

(iii) Seller shall not: (i) act or omit to do any act which will cause a breach of any agreement, contract, lease or commitment, (ii) renew, cancel or modify any contract or agreement to be assumed by Buyer hereunder, or (iii) enter into any new trade or barter agreements without the consent of Buyer.

(iv) Seller shall use its best efforts to run-off all outstanding advertising due under trade and barter agreements prior to the Closing.

(v) Seller shall operate the Station in accordance with FCC rules and regulations and the Licenses and with all other laws, regulations, rules and orders, and shall not cause or permit by any act, or failure to act, any of the Licenses to expire, be surrendered, adversely modified or otherwise terminated, or the FCC to institute any proceedings for the suspension, revocation or adverse modification of any of the Licenses or fail to prosecute with due diligence any pending applications to the FCC.

(vi) Seller shall, upon Buyer's reasonable request, duly execute and authorize the filing with the FCC of such applications, pleadings, or other papers as Buyer may from time to time prepare in connection with plans, if any, that Buyer may develop to modify the facilities (including channel, class, equipment, antenna location and/or community of license) of the Station (the "Additional Filings"). Seller shall cooperate with Buyer to achieve the intended facilities modifications and shall interpose no objections to any Additional Filings, including any amendments thereto and appeals thereof. Buyer shall bear all costs and expenses of preparation, filing and prosecution of any Additional Filings and all costs and expenses relating to the construction, development and modification of such facilities in connection with such Additional Filings. Seller shall not make any filings with the FCC without the prior written approval of Buyer, other than filings to renew existing licenses and FCC regulatory fee filings. Seller will deliver to Buyer, promptly after filing, copies of any reports, applications or responses to the

FCC or any communications from the FCC or any other party directed to the FCC related to the Station which are filed or received between the date of this Agreement and the Closing Date.

(vii) Seller shall use its best efforts to maintain its relationships with employees, advertisers, suppliers and other parties in the ordinary course of business, consistent with past practice.

(viii) Seller shall not, nor will it permit any affiliate, officer, employee, attorney, accountant, financial advisor or other representative or agent of Seller to negotiate with, solicit or engage in negotiations with, or provide any non-public information to, or otherwise cooperate with, any third party (other than Buyer) which seeks to or expresses an interest in acquiring all or any substantial part of the equity interests, business or assets of the Station, or for the purpose of otherwise effecting a transaction inconsistent with the transactions contemplated by this Agreement. Furthermore, Seller will not enter into any agreement with or grant any option to any third party in connection with a transaction inconsistent with the transactions contemplated by this Agreement.

(ix) Seller shall maintain in force and effect the existing insurance policies for the Station and the Assets or reasonably comparable insurance coverage.

(x) Seller shall upon prior request give Buyer and Buyer's counsel, accountants, engineers and other representatives, full and reasonable access during normal business hours of all of Seller's properties, books, contracts, reports and records, agreements, tangible assets and licenses relating to the Station and to Seller's employees, and will furnish Buyer with all information that Buyer may reasonably request. The rights of Buyer under this Section 8(a)(vi) shall not be exercised in such a manner as to interfere unreasonably with the business of the Station. Seller shall permit Buyer and Buyer's consulting engineers, at Buyer's expense and the mutual convenience of Buyer and Seller, to conduct engineering and other inspections of the Station and the Assets

(b) Interim Period Events. During the Interim Period, Seller shall inform Buyer of any material adverse change to the Assets, any potential litigation or notice of violation and of events that could result in a material adverse change, litigation or notice of violation within five (5) days after they become aware of such events. Seller also promptly shall inform Buyer of any changes in Seller's representations and warranties under this Agreement. In addition, Seller shall promptly notify Buyer if any of the normal broadcast transmissions of the Station are interrupted, interfered with or in any way impaired for more than 24 hours with notice of the problem and the measures being taken to correct such problem.

9. **Covenants of Buyer.** Buyer covenants and agrees with Seller as follows:

(a) **No Control of Station.** Prior to the Closing Date, Buyer shall not, directly or indirectly, control, supervise or direct the operations of the Station and such control, supervision and direction shall remain and shall be the sole responsibility of Seller.

10. **Conditions Precedent to Obligation to Close.**

(a) The performance of the obligations of Seller hereunder is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by Seller:

(i) Buyer shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by Buyer prior to or as of the Closing Date;

(ii) The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(iii) Public notice of the FCC Consent contemplated by this Agreement shall have been released;

(iv) Buyer shall not be subject to any voluntary or involuntary petition under Federal bankruptcy law, or any state receivership or similarly proceeding; and

(v) Buyer shall have delivered to Seller, on the Closing Date, the documents required to be delivered pursuant to Section 11(b).

(b) The performance of the obligations of Buyer hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) Seller shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by Seller prior to or as of the Closing Date;

(ii) The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(iii) None of the events or conditions referenced in Section 12 below shall have occurred and not been remedied as set forth in Section 12;

(iv) The FCC Consent contemplated by this Agreement shall have become a Final Order without conditions materially adverse to Buyer;

(v) There shall not be any Liens on the Assets or any financing statements of record, and Seller shall have delivered to Buyer lien search reports, in form and

substance satisfactory to Buyer and dated no earlier than 30 days prior to the Closing, reflecting the results of UCC, tax and judgment lien searches conducted at Secretary of State offices of the State of Oklahoma and in the County Clerk's Office of the county in which Seller's principal place of business is located and of each county in which the Assets are located;

(vi) There has been no material adverse change in the Assets or the business of the Station;

(vii) Seller shall have delivered to Buyer, on the Closing Date, the documents required to be delivered pursuant to Section 11(a); and

(viii) Buyer shall have secured acceptable financing for the transaction.

11. **Closing Deliveries.**

(a) At the Closing, Seller will deliver to Buyer the following, each of which shall be in form and substance satisfactory to Buyer and its counsel:

(i) A bill of sale, and other instruments of transfer and conveyance, dated the Closing Date, in form and substance so as to effectively and legally transfer and assign to Buyer the personal property Assets and effectively vest in Buyer good and marketable title to the personal property Assets;

(ii) A bargain and sale or similar deed conveying title in fee simple to the Real Estate;

(iii) Title documents conveying title to any and all automobiles set forth on Schedule 1(a)(i) hereto;

(iv) The documents set forth in Section 4 hereof;

(v) An assignment and assumption of the Station's FCC Licenses;

(vi) An assignment of the Contracts;

(vii) Consents to the assignment of all of the Material Contracts (and estoppel certificates with respect to any real property leases in a form reasonably acceptable to Buyer);

(viii) An opinion of legal counsel to Seller addressed to Buyer that can be relied on by the Buyer's lender, to the effect that: (1) to the knowledge of counsel, Seller is legally qualified to consummate the transaction; (2) the transaction has been duly authorized, executed and delivered by Seller; (3) Seller has been authorized by the FCC to hold the Authorizations, the Authorizations are in full force and effect and, to the knowledge of counsel, not subject to any material adverse conditions, and the Authorizations are sufficient to authorize the operation of the Station on the channel and in the location from which it currently operates; (4) the FCC has granted the application to assign the Authorizations from Seller to Buyer as provided in this Agreement without material adverse conditions, and such approval has become a

Final Order; (5) except for rulemaking proceedings of general applicability, to counsel's knowledge, there are no FCC judgments, decrees, or orders that have been issued by the FCC that could reasonably be expected to impair the Authorizations, and there are no proceedings or actions pending or threatened against Seller with respect to the Station; (6) to the knowledge of counsel, there is no other action, suit, claim, or other legal proceeding pending or threatened against Seller; and (7) to the knowledge of counsel, there are no defects of title, liens, encumbrances, or other rights of third parties with respect to any of the Assets except for such liens or encumbrances that will be discharged at Closing;

(ix) A joint notice to Escrow Agent executed by Seller; and

(x) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Buyer shall reasonably request, each in form and substance satisfactory to Buyer and its counsel.

(b) Prior to or at the Closing, Buyer will deliver to Seller the following, each of which shall be in form and substance satisfactory to Seller and its counsel:

(i) The payments to be made pursuant to Section 2(a);

(ii) A joint notice to Escrow Agent executed by Buyer; and

(iii) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Seller shall reasonably request, each in form and substance satisfactory to Seller and their counsel.

12. **Risk of Loss.** The risk of any loss, or damage or destruction to any of the Assets to be transferred to Buyer hereunder from fire or other casualty or cause, shall be borne by Seller at all times prior to the Closing hereunder. It shall be the responsibility of Seller to take all commercially reasonable steps to repair or cause to be repaired and to restore the Assets to the condition they were in prior to any such loss, damage or destruction. Seller agrees to continue to maintain until the Closing Date such policies of insurance as are currently in force and which pertain to the Assets, or other policies providing substantially equivalent coverage. The proceeds of or any claim for any loss, payable under any insurance policy with respect thereto, shall be used to repair, replace, or restore any such Assets to their former condition. Seller shall notify Buyer within five (5) days of any loss or damage to any of the Assets to be transferred hereunder from fire, casualty or other causes. Such notice shall specify the loss or damage incurred, the cause thereof, if known, or reasonably ascertainable, and the insurance coverage. If Seller cannot restore the facilities so that normal and usual transmission can be resumed before the Closing, the Closing shall be postponed, the exact date and time of such postponed Closing to be agreed to by Buyer and Seller within five (5) days of the above notice. In the event of any loss, damage or destruction that impairs the ability of the Station to operate with its full licensed facilities, Buyer may terminate this agreement in any of the following instances: (i) if the Station does not operate for a period of twenty-four (24) hours; or (ii) if the Station does not operate with full licensed facilities for any period in excess of seven (7) days. Should Buyer elect not to terminate in these circumstances, in the event the facilities cannot be restored within thirty (30) days after the FCC Consent has become a Final Order, Buyer shall have the option to terminate

this Agreement by written notice to Seller. In the event of any termination by Buyer under this Section, in addition to any other rights or remedies available to Buyer, Buyer shall be entitled to have the Earnest Money Deposit returned immediately without any further obligation hereunder on the part of either party except for requirements of confidentiality as to proprietary information.

13. **Indemnification.**

(a) Seller, jointly and severally, shall indemnify, defend and hold harmless Buyer with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon or incurred by Buyer directly or indirectly relating to or arising out of: (i) the breach by Seller of any of its representations or warranties, or failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Stations prior to the Closing, including the Retained Liabilities and with respect to the Excluded Assets.

(b) Buyer shall indemnify, defend and hold Seller harmless with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Seller directly or indirectly relating to or arising out of: (i) the breach by Buyer of any of its representations, warranties, or failure by Buyer to perform any of its covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Stations as conducted by Buyer subsequent to the Closing, including without limitation, claims relating to the assumed Contracts.

(c) If either party hereto (the "Indemnatee") receives notice or otherwise obtains knowledge of any matter with respect to which another party hereto (the "Indemnifying Party") may be obligated to indemnify the Indemnatee under this Section 13(c), then the Indemnatee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnatee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided that such counsel is reasonably satisfactory to the Indemnatee. If the Indemnifying Party elects to assume the defense of such matter, then (i) notwithstanding anything to the contrary herein contained, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnatee against any such matter following the Indemnifying Party's election to assume the defense of such matter, (ii) the Indemnatee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (iii) the Indemnifying Party shall keep the Indemnatee informed of all material developments and events relating to such matter, and (iv) the Indemnatee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent.

(d) Except for the representations and warranties in Sections 6(a)-(c), (i) and (p), which shall last indefinitely, the representations and warranties, covenants and indemnities of the parties herein contained shall survive the execution and delivery of this Agreement and the Closing for three (3) years; provided, however, that any representation or warranty that is specifically identified in a written claim of breach delivered within the period herein provided shall survive until it is either settled or adjudicated.

14. **Termination.**

(a) This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in default or breach of any of its material obligations under this Agreement, upon written notice to the other upon the occurrence of any of the following: (a) if, on or prior to the Closing Date, the other party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or ten (10) days after receipt of the notice of breach from the non-breaching party; (b) if the Assignment Application is denied by Final Order; (c) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement; or (d) if the Closing has not occurred within six (6) months after the date hereof (the "Initial Term"); provided that in the event that the Closing has not occurred due to the action or inaction of either Buyer or Seller, then the other party may elect in its sole discretion to extend the Initial Term for an additional six (6) month term upon written notice to the other party prior to the expiration of the Initial Term.

(b) Upon a termination of this Agreement by Seller due to a breach by Buyer of any of its material obligations under this Agreement, Seller's sole remedy shall be liquidated damages in the aggregate amount of the Earnest Money Deposit. Seller and Buyer each acknowledge and agree that these liquidated damages are reasonable in light of the anticipated harm that would be caused by Buyer's breach of any of its material obligations under this Agreement and the difficulty of ascertaining damages and proof of loss and that these damages are not a penalty.

(c) Upon a termination of this Agreement due to a breach by Seller of any of its material obligations under this Agreement, Buyer shall be entitled to the release of the Earnest Money Deposit, and Buyer may seek all rights and remedies that it may have in equity or at law.

(d) Upon a termination of this Agreement for any reason other than as a result of a breach by either party of any of its material obligations under this Agreement, Buyer shall be entitled to the release of the Earnest Money Deposit, and thereafter neither party shall have any further obligation to the other under this Agreement.

15. **Specific Performance.** Seller acknowledges that the Station is a unique asset not readily obtainable on the open market and that, in the event that Seller fails to perform its obligation to consummate the transactions contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transactions contemplated hereby, Buyer shall be entitled, upon compliance with all of its obligations hereunder, including without limitation, payment of the Purchase Price to Seller, in addition to any other rights and remedies on account of such failure, to specific performance of the terms of

this Agreement and of Seller's obligation to consummate the transactions contemplated hereby. If any action is brought by Buyer to enforce specific performance under this Agreement, Seller shall waive the defense that there is an adequate remedy at law, and Buyer shall be entitled to receive from Seller all court costs, attorney's fees and other out-of-pocket expenses incurred by Buyer in enforcing its rights under this provision.

16. **Access to Information.** From the date hereof to the Closing Date, Seller shall, upon reasonable advance written notice, afford, and shall cause its respective officers, directors, employees and agents to afford, to Buyer and the officers, employees and agents of Buyer complete access at all reasonable times to Seller's officers, employees, independent contractors, agents, properties, books, records and contracts, and shall furnish Buyer all financial, operating and other data and information as Buyer, through its respective officers, employees or agents, may reasonably request. As soon as practicable, Buyer shall be entitled to conduct an inventory of the Assets and mark such assets as being subject to this Agreement.

17. **Confidentiality.**

(a) Each party shall hold, and shall cause its officers, employees, agents and representatives, including, without limitation, attorneys, accountants, consultants and financial advisors who obtain such information to hold, in confidence, and not use for any purpose other than evaluating the transactions contemplated by this Agreement, any confidential information of another party obtained through the investigations permitted hereunder, which for the purposes hereof shall not include any information that (i) is or becomes generally available to the public other than as a result of disclosure by the party that alleges the information is confidential or its affiliates, (ii) becomes available to a party on a non-confidential basis from a source, other than the party that alleges the information is confidential or its affiliates, which has represented that such source is entitled to disclose it, or (iii) was known to a party on a non-confidential basis prior to its disclosure to such party hereunder. If this Agreement is terminated, each party shall deliver, and cause its officers, employees, agents, and representatives, including, without limitation, attorneys, accountants, consultants and financial advisors who obtain confidential information of another party pursuant to investigations permitted hereunder to deliver to such other party all such confidential information that is written (including copies or extracts thereof), whether such confidential information was obtained before or after the execution.

(b) If a party or a person to whom a party transmits confidential information of another party is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, criminal or civil investigative demand or similar process) to disclose any of such confidential information, such party or person will provide the other applicable party with prompt written notice so that such party may seek a protective order or other appropriate remedy or waive compliance with Section 17(a). If such protective order or other remedy is not obtained, or if the applicable party waives compliance with Section 17(a), the party subject to the request will furnish only that portion of such confidential information that is legally required and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded such confidential information.

18. **Notices.** All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon

personal delivery (or refusal thereof), or twenty-four (24) hours after delivery to a courier service that guarantees overnight delivery, or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Seller, to:

[GENE STIPE
P. O. BOX 1132
McALESTER, OK 74502
]

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

[WARREN GOTCHER
P O BOX 160
McALESTER, OK 74502
]

If to Buyer, to:

[RICHARD C. LERBLANCE
P O BOX 1011
HARTSHORNE, OK 74547
]

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

Richard R. Zaragoza, Esq.
Shaw Pittman LLP
2300 N Street, NW
Washington, D.C. 20037

19. **Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma, without giving effect to the choice of law principles thereof. Exclusive venue and jurisdiction with respect to each lawsuit or court action, if any, arising under this Agreement shall be in the state or federal courts of the State of Oklahoma.

20. **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the

remainder of such provision or any other provisions hereof, unless such a construction would be unreasonable.

21. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. This Agreement may be executed and exchanged by facsimile transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine as a defense to the formation of a contract and each such party for ever waives any such defense.

22. **Expenses.** Except as otherwise set forth in this Section, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. The FCC filing fees relating to the Assignment Application shall be shared equally between Buyer, on the one hand, and Seller, on the other hand. All state, local and other transfer and sales taxes arising out of the transfer to Buyer of the Assets as contemplated hereby shall be paid by Buyer; provided that the parties shall prorate all advalorem real estate taxes in accordance with Section 2(b) hereof.

23. **Attorneys' Fees.** In the event that a law suit is commenced in which it is alleged that any party to this Agreement has breached any of the terms hereof, the prevailing party, as determined by the court, shall be entitled to reimbursement from the other party of its reasonable costs and expenses incurred in such law suit, including but not limited to it reasonable attorneys' fees.

24. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

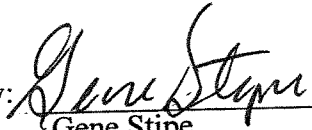
25. DUE DILIGENCE OF BUYER.. The seller has warranted that the equipment sold hereunder is in good working condition, however, the buyer herewith states and agrees that the said buyer has used due diligence and inspection and purchases said equipment as is except for extraordinary damage occurring from the date of this contract until transfer of assests.

26. **Entire Agreement.** This Agreement, and the exhibits attached hereto, supersede all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

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

Seller:

LITTLE DIXIE RADIO, INC.

By: 
Gene Stipe
President

GENE STIPE

By: 

Buyer:

KESC ENTERPRISES, LLC

By: 
President