

**AGREEMENT AND PLAN OF MERGER
OF
MALKAN BROADCASTING, L.P. (a Texas limited partnership),
MALKAN AM ASSOCIATES, L.P. (a Texas limited partnership), and
MALKAN FM ASSOCIATES, L.P. (a Texas limited partnership)
WITH AND INTO
MALKAN BROADCASTING MANAGEMENT, L.L.C. (a Texas limited liability
company)**

This Agreement and Plan of Merger (the “**Agreement**”) is entered into as of January 7, 2011 by and between Malkan Broadcasting, L.P., a Texas limited partnership (“**Malkan Broadcasting**”), Malkan AM Associates, L.P., a Texas limited partnership, (“**Malkan AM**”), Malkan FM Associates, L.P., a Texas limited partnership (“**Malkan FM**,” and together with Malkan Broadcasting, and Malkan AM, the “**Merging Entities**”), and Malkan Broadcasting Management, L.L.C., a Texas limited liability company (“**Malkan Broadcasting Management**”), said entities being hereinafter sometimes collectively referred to as the “**Constituent Entities**.”

RECITALS:

Malkan Broadcasting is a limited partnership duly organized and existing under the laws of the State of Texas.

Malkan AM is a limited partnership duly organized and existing under the laws of the State of Texas.

Malkan FM is a limited partnership duly organized and existing under the laws of the State of Texas.

Malkan Broadcasting Management is a limited liability company duly organized and existing under the laws of the State of Texas.

The respective partners and/or members of each of the Constituent Entities have determined that it is advisable and in the best interest of all of the entities that each of the Merging Entities be merged with and into Malkan Broadcasting Management on the terms and conditions hereinafter set forth (the “**Merger**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed that, in accordance with the statutes of the State of Texas, the Merging Entities will be, as of the Effective Date (defined hereafter), merged with and into Malkan Broadcasting Management, with Malkan Broadcasting Management to be the surviving entity governed under the laws of the State of Texas, and that the terms and conditions of such Merger, the mode of carrying it into effect, and the manner of converting shares will be as follows:

ARTICLE 1.
MERGER

Section 1.1 Effect of Merger. On the Effective Date, each of the Merging Entities will be merged with and into Malkan Broadcasting Management, the separate existence of the Merging Entities will cease, and Malkan Broadcasting Management will be the surviving entity governed under the laws of the State of Texas (the “**Surviving Entity**”), and such Merger will in all respects have the effect provided for in Sections 10.008 and 10.009 of the Texas Business Organizations Code.

Section 1.2 Terms and Conditions. On the Effective Date, the separate existence of each of the Merging Entities shall cease and each of the Merging Entities shall be merged with and into the Surviving Entity, and the Surviving Entity shall succeed to, without further transfer, and shall possess all the rights, privileges, powers and franchises, whether of a public or of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Entities; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Entities, and all property, real, personal and mixed, and all debts due to each of the Constituent Entities on whatever account, as well as for all other things in action or belonging to each of the Constituent Entities, shall be vested in the Surviving Entity; and all property, rights, privileges, powers and franchises, and all and every other interest of the Constituent Entities shall be thereafter the property of the Surviving Entity; and the title to any real estate vested by deed or otherwise in each of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger; provided, that all rights of creditors and all liens upon any property of the Constituent Entities shall be preserved unimpaired, and all debts, liabilities and duties of each of the Constituent Entities shall attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Entity.

Section 1.3 Articles of Organization of the Surviving Entity. On the Effective Date, the Articles of Organization of Malkan Broadcasting Management shall be the Articles of Organization of the Surviving Entity until the same shall thereafter be altered, amended or repealed in accordance with law and the Company Agreement of the Surviving Entity, provided that such Articles of Organization shall be amended to change the name of the Surviving Entity to Malkan Interactive Communications, LLC.

Section 1.4 Company Agreement of the Surviving Entity. On the Effective Date, the Company Agreement of Malkan Broadcasting Management shall be the Company Agreement of the Surviving Entity until the same shall thereafter be altered, amended or repealed in accordance with law and said Company Agreement of the Surviving Entity.

Section 1.5 Effect of Merger on Ownership Interests. On the Effective Date, by virtue of the Merger and without any action on the part of the respective Constituent Entities, each limited partnership interest in each of the Merging Entities issued and outstanding immediately prior to the Effective Date will automatically be cancelled without any consideration being exchanged therefor. Each membership interest in Malkan Broadcasting Management issued and outstanding immediately prior to the Effective Date will remain an identical issued and outstanding membership interest.

Section 1.6 Managers. On the Effective Date, the managers of the Surviving Entity (who shall hold such position subject to the provisions of the Company Agreement of the Surviving Entity from the Effective Date until their successors are appointed and qualified) shall be a manager of Malkan Broadcasting Management in existence immediately prior to the Effective Date. Hope Malkan will be added as a Manager of the Surviving Entity.

Section 1.7 Employees. On the Effective Date, the employees of each of the Merging Entities immediately prior to the Effective Date shall become, commencing upon the Effective Date, employees of the Surviving Entity, entitled to benefits substantially equivalent to those which they enjoyed as employees of the respective Merging Entities.

Section 1.8 Books and Records. The assets, liabilities, reserves and accounts of the Constituent Entities shall be taken up on the books of the Surviving Entity at the amounts at which they are then carried on the respective books of the Constituent Entities, subject to such adjustments or eliminations of intercompany items as may be appropriate in giving effect to the Merger.

Section 1.9 Policies and Authorizations. All acts, plans, policies, approvals and authorizations of each of the Merging Entities and their respective partners, which were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals, obligations and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to each of the respective Merging Entities.

ARTICLE 2. OWNER APPROVAL; EFFECTIVENESS OF MERGER

This Agreement has been submitted to the respective partners of the Merging Entities and the members of the Surviving Entity as provided by the applicable laws of the State of Texas and the Company Agreement of the Surviving Entity and has been duly authorized and adopted by the requisite approvals of such partners of the Merging Entities and members of the Surviving Entity. If this Agreement is not terminated and abandoned pursuant to the provisions of Section 3.9 hereof, then at such time any manager of the Surviving Entity shall deem proper, a Certificate of Merger will be executed and filed with the Secretary of State of Texas in accordance with the laws of the State of Texas. The Merger will become effective on the effective date specified in the Certificate of Merger when it is so filed and recorded, and a certificate of filing is issued by the Secretary of State of Texas, herein sometimes called the “**Effective Date**.”

ARTICLE 3. GENERAL PROVISIONS

Section 3.1 Interpretation. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms.

Section 3.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Section 3.3 No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) is not intended to confer upon any person other than the parties hereto any rights or remedies except as expressly provided herein.

Section 3.4 Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Texas, without regard to the applicable principles of conflicts of laws of such State.

Section 3.5 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

Section 3.6 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written, and all contemporaneous oral, agreements and understandings relating to such subject matter. The parties hereto will not be liable or bound to any other party in any manner by any representations, warranties or covenants relating to such subject matter.

Section 3.7 Assignment. This Agreement and the rights and obligations hereunder will not be assignable or transferable by any of the Constituent Entities. Any attempted assignment in violation of this Section 3.7 will be void *ab initio* and of no further force and effect.

Section 3.8 Amendment. To the extent permitted by law, the parties hereto may by written agreement amend, modify or supplement this Agreement at any time by action taken by respective partners of the Merging Entities and the members of the Surviving Entity.

Section 3.9 Termination. At any time prior to the time of filing of the Certificate of Merger with the Secretary of State of Texas, the respective partners of the Merging Entities and the members of the Surviving Entity may terminate and abandon this Agreement for any reason deemed appropriate by such partners and members, notwithstanding favorable action on the Merger by the respective partners and respective members of the Constituent Entities.

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EXECUTED on the 7 day of January, 2011.

MALKAN BROADCASTING, L.P.,
a Texas limited partnership

By: MALKAN BROADCASTING MANAGEMENT,
L.L.C., a Texas limited liability company,
its general partner

By: Matthew Malkan, MANAGER
Matthew Malkan, Manager

MALKAN AM ASSOCIATES, L.P.,
a Texas limited partnership

By: MALKAN BROADCASTING MANAGEMENT,
L.L.C., a Texas limited liability company,
its general partner

By: Matthew Malkan, MANAGER
Matthew Malkan, Manager

MALKAN FM ASSOCIATES, L.P.,
a Texas limited partnership

By: MALKAN BROADCASTING MANAGEMENT,
L.L.C., a Texas limited liability company,
its general partner

By: Matthew Malkan, MANAGER
Matthew Malkan, Manager

MALKAN BROADCASTING MANGEMENT, L.L.C.
a Texas limited liability company

By: Matthew Malkan, MANAGER
Matthew Malkan, Manager

**AMENDMENT TO REGULATIONS
OF
MALKAN INTERACTIVE COMMUNICATIONS, L.L.C.
(formerly known as MALKAN BROADCASTING MANAGEMENT, L.L.C.)
A Texas Limited Liability Company**

By Written Consent of the Members dated January 7, 2011, the members of Malkan Broadcasting Management, L.L.C., a Texas limited liability company (the “**Company**”), adopted amendments to the title of the Regulations and Section I.C. of the Regulations to reflect the name of the Company as Malkan Interactive Communications, L.L.C., and such amendments are in effect as of the date of filing the Certificate of Merger (as defined in such Written Consent) with the Texas Secretary of State.