

**ASSET PURCHASE AGREEMENT**

**among**

**EAGLE CREEK RADIO, LLC**

**and**

**WITHERS FAMILY TEXAS HOLDINGS, LP**

**and**

**James Withers**

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ASSET PURCHASE AGREEMENT, dated as of August 13, 2002 ("Purchase Agreement"), by and among EAGLE CREEK RADIO, LLC, a Delaware limited liability company ("Seller"), and WITHERS FAMILY TEXAS HOLDINGS, LP, a Texas limited partnership ("Buyer") and James Withers, an individual and sole owner of Buyer ("Withers").

WHEREAS, Eagle Creek Broadcasting, LLC ("Eagle Creek") and Withers entered into a certain agreement, dated as of December 21, 2001 ("Exchange Agreement"), pursuant to which Withers agreed to transfer to Eagle Creek a certain letter of intent, dated November 16, 2001 (the "Letter of Intent"), between Withers and Frost Securities relating to the purchase of all the stock in K-Six Television, Inc., a Texas corporation, and Corpus Christi Broadcasting Co., Inc., a Texas corporation ("Corpus Christi"), in exchange for the assets of Corpus Christi relating to the operation of radio station KSIX (AM) in Corpus Christi, Texas (the "Station");

WHEREAS, the assets relating to the Station have been transferred from Corpus Christi to the Seller, an affiliate of Eagle Creek; and

WHEREAS, in accordance with Section 4 of the Exchange Agreement, the parties desire to enter into this Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations, warranties and covenants hereinafter set forth, the parties hereto agree as follows:

## **ARTICLE I DEFINITIONS**

- 1.01 "Assumed Liabilities" shall have the meaning set forth in Section 2.04 of this Purchase Agreement.
- 1.02 "Buyer" shall have the meaning set forth in the Preamble of this Purchase Agreement.
- 1.03 "Closing" shall have the meaning set forth in Section 7.02 of this Purchase Agreement.
- 1.04 "Closing Date" shall be the date described in Section 7.02 of this Purchase Agreement.
- 1.05 "Code" shall have the meaning set forth in Section 2.03 of this Purchase Agreement.
- 1.06 "Contracts" shall have the meaning set forth in Section 2.01(c) of this Purchase Agreement.
- 1.07 "Corpus Christi" shall have the meaning set forth in the Preamble of this Purchase Agreement.
- 1.08 "Eagle Creek" shall have the meaning set forth in the Preamble of this Purchase Agreement.
- 1.09 "Exchange Agreement" shall have the meaning set forth in the Preamble of this Purchase Agreement.

- 1.10 “FCC” shall have the meaning set forth in Section 2.06 of this Purchase Agreement.
- 1.11 “FCC Consent” shall have the meaning set forth in Section 2.06 of this Purchase Agreement.
- 1.12 “FCC Licenses” shall have the meaning set forth in Section 2.01 of this Purchase Agreement.
- 1.13 “Final Order” shall mean an action of the FCC that has not been reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which no timely filed petition for stay, reconsideration or administrative or judicial appeal or sua sponte action of the FCC with comparable effect is pending and as to which the time for filing any such petition or appeal (administrative or judicial) or for the taking of any such sua sponte action of the FCC has expired.
- 1.14 “Indemnitee” shall have the meaning set forth in Section 6.03 of this Purchase Agreement.
- 1.15 “Indemnitor” shall have the meaning set forth in Section 6.03 of this Purchase Agreement.
- 1.16 “LMA” shall have the meaning set forth in Section 2.08 of this Purchase Agreement.
- 1.17 “Letter of Intent” shall have the meaning set forth in the Preamble of this Purchase Agreement.
- 1.18 “Premises” shall have the meaning set forth in Section 5.04 of this Purchase Agreement.
- 1.19 “Purchase Agreement” shall have the meaning set forth in the Preamble of this Purchase Agreement.
- 1.20 “Purchased Assets” shall have the meaning set forth in Section 2.01 of this Purchase Agreement.
- 1.21 “Real Property” shall have the meaning set forth in Section 2.01 of this Purchase Agreement.
- 1.22 “Seller” shall have the meaning set forth in the Preamble of this Purchase Agreement.
- 1.23 “Station” shall have the meaning set forth in the Preamble of this Purchase Agreement.
- 1.24 “Value” shall have the meaning set forth in Section 2.02 of this Purchase Agreement.
- 1.25 “Withers” shall have the meaning set forth in the Preamble of this Purchase Agreement.

## ARTICLE II PURCHASE OF ASSETS

2.01 Purchased Assets. As of the Closing Date, Seller shall sell, convey, assign, deliver and transfer to Buyer, and Buyer shall acquire, all of Seller's right, title and interest in and to the following assets (collectively, the "Purchased Assets"):

(a) All the assets owned by Seller relating to the operation of the Station, listed on Schedule 1.01(a) hereto;

(b) The radio licenses granted by the FCC to Seller, listed on Schedule 1.01(b) hereto (collectively, the "FCC Licenses") and the call letters assigned thereto:

(c) All contracts, leases or other agreements (excluding FCC Licenses) relating to the Station (the "Contracts"); and

(d) The real property as described on Schedule 1.01(d) hereto and the radio tower located thereon owned by Seller (the "Real Property").

2.02 Exchange. Seller and Buyer agree that the transfer of the Letter of Intent from Withers to Eagle Creek shall constitute payment in full for the transfer of the Purchased Assets from Seller to Buyer hereunder. The parties agree that the value of the Purchased Assets is \$310,000 (the "Value").

2.03 Allocation. Buyer and Seller shall mutually determine, in good faith and on or before the Closing Date, an allocation of the Value among the Purchased Assets (as well as liabilities assumed by Buyer) that complies with Section 1060 of the Internal Revenue Code of 1986 ("Code"), as amended, with respect to the allocation of the Value. Buyer and Seller shall not take any position on any tax return or other filing with a governmental authority that is inconsistent with such allocation of the Value among the Assets. Buyer and Seller shall duly prepare and timely file such reports and information returns as may be required under Section 1060 of the Code and any regulations thereunder and any corresponding provisions of applicable state income tax laws to report such allocation of the Value among the Purchased Assets.

2.04 Assumed Liabilities. At and as of the Closing Date, Buyer shall assume those liabilities and obligations of Seller arising in connection with the Contracts and FCC Licenses (the "Assumed Liabilities").

2.05 Employees. The termination of and all expenses relating to the employees employed by Seller in connection with the operation of the Station prior to the Closing shall be the responsibility of Seller.

2.06 FCC Consent. Within ten (10) days of the execution of this Purchase Agreement, Seller and Buyer shall complete and file with the Federal Communications Commission ("FCC") such application and other documents as may be necessary or advisable to obtain the consent of the FCC to the assignment of the FCC Licenses from Seller to Buyer ("FCC Consent"). The parties hereto shall each take all commercially reasonable steps necessary to prosecute such filings with diligence.

2.07 Assignment and Assumption as of the Closing Date. Effective as of the Closing Date, after all conditions contained in Article VII are either satisfied or waived, this Purchase Agreement will constitute an assignment by Seller to Buyer of all Purchased Assets and an assumption by Buyer of the Assumed Liabilities.

2.08 Local Marketing Agreement. Simultaneously with the execution of this Purchase Agreement, Seller and Buyer shall enter into a Local Marketing Agreement ("LMA") pursuant to which Buyer will manage the operations of the Station in accordance with the terms thereof.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby represents and warrants to Buyer as of the date hereof and as of the Closing Date as follows:

3.01 Organization and Standing. Seller is a Delaware limited liability company duly organized, validly existing and in good standing under the laws of Delaware and has the full power and authority (corporate and otherwise) to carry on its business as it is now being conducted and to own the Purchased Assets.

3.02 Authority and Status. Seller has the power and authority to execute and deliver this Purchase Agreement and to perform its obligations hereunder. The execution, delivery and performance by Seller of this Purchase Agreement and each and every agreement, document and instrument provided for herein have been duly authorized and approved by Seller. This Purchase Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its respective terms and conditions, subject to bankruptcy, insolvency, reorganization, moratorium and other laws in effect from time to time affecting the rights of creditors generally, and the application of general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

3.03 No Conflicts; Required Filings and Consents. Except for the FCC Consent and as set forth in Schedule 3.03 hereto, the execution, delivery and performance of this Purchase Agreements by Seller (i) does not require the consent of any governmental entity or third party, (ii) will not conflict with or violate any applicable law or any judgment, order or ruling of any government authority having jurisdiction over Seller and (iii) will not, directly or indirectly, conflict with or constitute a breach or default under any agreement, document, instrument, license or permit to which Seller is a party or is subject where such breach or default would have a material adverse affect on the Purchased Assets.

3.04 Condition of Purchased Assets. Seller makes no representations or warranties whatsoever to Buyer, express or implied, concerning the Purchased Assets. THE PURCHASED ASSETS ARE SOLD "AS IS, WHERE IS." SELLER DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PURCHASED ASSETS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.05 Absence of Litigation. Seller is not subject to any judgment, injunction, grievance, order or arbitration decision, and there is no litigation or administrative proceeding pending or, to the

best of Seller's knowledge, threatened against Seller that would affect Seller's ability to perform its obligations hereunder.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER AND WITHERS**

Buyer and Withers hereby represent and warrant to Seller as of the date hereof and as of the Closing Date as follows:

4.01 Organization and Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas and has the full power and authority (corporate and otherwise) to carry on its business as it is now being conducted and to own its assets.

4.02 Authority and Status. Buyer has the power and authority to execute and deliver this Purchase Agreement and to perform its obligations hereunder. The execution, delivery and performance by Buyer of this Purchase Agreement and each and every agreement, document and instrument provided for herein have been duly authorized and approved by Buyer. This Purchase Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its respective terms and conditions, subject to bankruptcy, insolvency, reorganization, moratorium and other laws in effect from time to time affecting the rights of creditors generally, and the application of general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

4.03 No Conflicts; Required Filings and Consents for Buyer. Except for the FCC Consent, the execution, delivery and performance of this Purchase Agreement by Buyer (i) does not require the consent of any governmental entity or third party, (ii) will not conflict with or violate any applicable law or any judgment, order or ruling of any government authority having jurisdiction over Buyer and (iii) will not, directly or indirectly, conflict with or constitute a breach or default under any agreement, document, instrument, license or permit to which Buyer is a party or is subject.

4.04 No Conflicts; Required Filings and Consents for Withers. Except for the FCC Consent, the execution, delivery and performance of this Purchase Agreement by Withers (i) does not require the consent of any governmental entity or third party, (ii) will not conflict with or violate any applicable law or any judgment, order or ruling of any government authority having jurisdiction over Withers and (iii) will not, directly or indirectly, conflict with or constitute a breach or default under any agreement, document, instrument, license or permit to which Withers is a party or is subject.

4.05 FCC Qualifications. There are no facts which would disqualify Buyer as an assignee of the FCC Licenses or disqualify Buyer from consummating the transactions contemplated herein and no waiver of any FCC law, regulation, rule or policy is required or will be necessary to obtain the FCC Consent.

4.06 Absence of Litigation. Neither Withers nor Buyer is subject to any judgment, injunction, grievance, order or arbitration decision, and there is no litigation or administrative proceeding, pending or, to the best of Buyer's or Withers' knowledge, threatened against Buyer or Withers that would affect Buyer's or Withers' ability to perform their obligations hereunder.



## ARTICLE V COVENANTS OF BUYER AND WITHERS

5.01 Transfer of Station and Real Property by Buyer. Buyer hereby agrees that it shall not sell the Station or the Real Property, or enter into any option to sell the Station or Real Property, for a period of one (1) year from the Closing.

5.02 Transfer of Station and Real Property by Withers. Withers hereby agrees that he shall not, nor shall he cause the Buyer to, sell the Station or the Real Property, or enter into any option to sell the Station or Real Property for a period of one (1) year from Closing.

5.03 Transfer of Control of Buyer. Withers hereby agrees that he shall not sell or otherwise enter into any agreement to transfer control of Buyer for a period of one (1) year from Closing.

5.04 Lease of Premises; Vacating of Premises.

(a) Commencing on the date of this Agreement and terminating on the date Buyer vacates and removes all of the Purchased Assets from the Premises (as defined below) (the "Termination Date"), Buyer agrees to pay Seller in advance \$1,500 per month on the first day of each calendar month for the space presently consisting of the operations of the Station at Seller's property located at 301 Artesian Street, Corpus Christi, Texas (the "Premises"); provided, however, in the event that Buyer fails to remove such Purchased Assets from the Premises within two months (2) months of the Closing Date, Buyer shall pay \$10,000 per month as rent to the Seller until all such Purchased Assets are removed from the Premises. The first month's rent and last month's rent payable by Buyer hereunder shall be prorated accordingly. The Termination Date shall be no earlier than the Closing Date.

(b) Buyer shall reimburse Seller for all costs and expenses paid or incurred by or on behalf of Seller in connection with operating, maintaining and repairing the Premises, including but not limited to, electricity, waste disposal and any other similar costs. Buyer shall also be liable for any damage to the Premises and grounds resulting from the acts, omissions or neglect of Buyer or Buyer's employees, agents, affiliates, servants, licensees and invitee. Buyer shall make payment to Seller hereunder within 10 days after receipt of a written request from Seller.

(c) Notwithstanding any provision contained herein to the contrary, nothing in this Section shall constitute, or be interpreted to constitute, an assignment of the FCC Licenses prior to the issuance of the FCC Consent becoming a Final Order.

5.05 Guaranty by Withers. Withers hereby guaranties the performance of all of Buyer's obligations under this Purchase Agreement and the LMA, including the indemnification obligations of Buyer under Section 6.01 of this Purchase Agreement.

## ARTICLE VI INDEMNIFICATION

6.01 Indemnification by Buyer and Withers. Buyer and Withers, and each of their successors, assigns and heirs, jointly and severally, shall protect, defend, indemnify and hold

harmless Eagle Creek and its affiliates, officers, directors, members, employees, successors and assigns from and against any losses, damages (including, without limitation, consequential damages and penalties) and expenses (including, without limitation, reasonable fees, costs and expenses incurred in investigating and defending against the assertion of such liabilities) which may be sustained, suffered or incurred by Eagle Creek or its affiliates (including Seller), officers, directors, members, employees, successors and assigns and which: (i) directly or indirectly, arise out of, or are related to, any breach by Buyer or Withers of any of their respective representations and warranties or of their covenants in this Purchase Agreement; (ii) directly or indirectly, arise out of, or are related to, the conduct of Buyer's business or Buyer's ownership or use of the Purchased Assets following the Closing Date or out of the Assumed Liabilities after the Closing Date; or (iii) directly or indirectly, arise out of the use of the Premises by Buyer under Section 5.04 of this Agreement.

6.02 Eagle Creek's Indemnification. Eagle Creek, its successors and assigns, shall protect, defend, indemnify and hold harmless Withers and Buyer and its affiliates, officers, directors, employees, successors and assigns from and against any losses, damages (including, without limitation, consequential damages and penalties) and expenses (including, without limitation, reasonable counsel fees, costs and expenses incurred in investigating and defending against the assertion of such liabilities) which may be sustained, suffered or incurred by Buyer and its affiliates, officers, directors, employees, successors and assigns and which are related to any breach by Eagle Creek of its representations and warranties or of its covenants in this Purchase Agreement or any agreement related hereto.

6.03 Notice.

(a) If any action, suit or proceeding shall be commenced, or any claim or demand shall be asserted, in respect of which a party entitled to indemnification pursuant to this Purchase Agreement (the "Indemnitee") demands indemnification under this Article, the party from which such indemnification is demanded under this Article (the "Indemnitor") shall be notified to that effect with reasonable promptness and shall have the right to assume the entire control of (including the selection of counsel), subject to the right of the Indemnitee to participate (with counsel of its choice) in the defense, compromise or settlement thereof. Failure of Indemnitee to give such notice to Indemnitor shall not relieve Indemnitor from any of its obligations under this Article unless such failure prejudices the defense of the action or proceeding by Indemnitor.

(b) The fees and expenses of any counsel chosen by Indemnitee shall be at the expense of the Indemnitee unless (i) the employment of such counsel by the Indemnitee has been specifically authorized by the Indemnitor; (ii) the named parties to any such action (including any impleaded parties) include both the Indemnitee and the Indemnitor and the Indemnitee shall have been advised by its counsel that there may be one or more good-faith legal defenses available to it which are different from or additional to those available to the Indemnitor; or (iii) Indemnitor shall have failed to defend any such action.

(c) The Indemnitee shall cooperate fully in all respects with the Indemnitor in any such defense, compromise or settlement, including, without limitation, by making available all pertinent information under its control to the Indemnitor. The Indemnitor will not

compromise or settle any such action, suit, proceeding, claim or demand without the prior written consent of the Indemnitee; provided, however, that in the event such consent is withheld, then the liabilities of the Indemnitor shall be limited to the total sum representing the amount of the proposed compromise or settlement and the amount of counsel fees accumulated at the time such consent is withheld.

6.04 Cooperation. Eagle Creek, Buyer, and Withers shall cooperate fully with each other after the Closing Date with respect to any claims, demands, tax or other audits, suits, actions and proceedings by or against Eagle Creek, Corpus Christi Broadcasting Co., Inc., Seller, Buyer, or Withers, as the case may be, in respect of the Purchased Assets or the liabilities related thereto, whether or not assumed by Buyer hereunder, whether or not either party has notified the other of a claim for indemnity with respect to such matter.

## **ARTICLE VII CLOSING**

7.01 Conditions to Close. The obligations of Buyer and Seller to consummate the transactions contemplated by this Purchase Agreement shall be subject to the satisfaction on or before the Closing Date, of the conditions set forth in (a) and (c) as to Seller and conditions (b) and (c) as to Buyer, any of which may be waived by the respective party:

(a) All representations and warranties made by Seller in this Purchase Agreement shall be true and correct on the Closing Date with the same force and effect as though such representation and warranty had been made on and as of such date;

(b) All representations and warranties made by Buyer and Withers in this Purchase Agreement shall be true and correct on the Closing Date with the same force and effect as though such representation and warranty had been made on and as of such date and, as of the Closing Date, there shall be no breach of any covenant made by Buyer or Withers in this Purchase Agreement or of any obligation of Buyer under the LMA; and

(c) The FCC Consent shall have been issued by the FCC and shall have become a Final Order.

7.02 Closing Date. The closing of the transfer of the Purchased Assets contemplated hereunder (the "Closing") shall occur on the later to occur of (i) November 16, 2002 or (ii) the date on which the FCC Consent shall have been issued by the FCC and shall have become a Final Order; provided that in no event shall the Closing occur later than January 1, 2003. The Closing may take place by mail, without a meeting of the parties. The date on which the Closing occurs is herein referred to as the "Closing Date."

7.03 Transactions at Closing. At the Closing, each of the following transactions shall occur:

(a) The transfer by Seller of the Purchased Assets and the assumption by Buyer of the Assumed Liabilities as provided in this Purchase Agreement shall become effective as of the Closing Date without further action by the parties; and

(b) Seller shall deliver to Buyer physical possession of the Purchased Assets where located.

7.04 Other Deliveries. Buyer and Seller each agrees to deliver on the Closing Date such other documents as shall be reasonably required by the other party.

7.05 Termination of Purchase Agreement. This Purchase Agreement shall automatically terminate and be of no further force and effect in the event: (1) the Closing shall not have occurred by January 1, 2003; or (ii) there is an order of the FCC denying its consent to the assignment of the Station's FCC Licenses from Seller to Buyer that becomes a Final Order. In the event there is an order of the FCC denying its consent to the assignment of the Station's FCC Licenses from Seller to Buyer that becomes a Final Order, the parties agree to negotiate in good faith a mutually acceptable resolution.

## **ARTICLE VIII MISCELLANEOUS**

8.01 Cooperation. Buyer and Seller agree to cooperate fully with one another in taking any actions necessary or helpful to accomplish the transactions contemplated hereby, including actions to obtain the FCC Consent and any consents required by the FCC or any third party; provided, however, that no party shall be required to take any action which would have a material adverse effect upon it or any of its affiliates.

8.02 Confidentiality. Buyer and Seller shall keep confidential all information obtained with respect to the other in connection with this Purchase Agreement, will use such information solely in connection with the transactions contemplated hereby, and shall return all such information to the other if such transactions are not consummated for any reason.

8.03 Public Statements. No party shall issue any news release or make any other public announcement relating to this Purchase Agreement or any transaction contemplated hereby without the prior consent of the other party, provided that nothing contained herein shall prohibit disclosure being made by any party pursuant to, under or in accordance with applicable law if the disclosing party reasonably believes and determines in good faith that such disclosure is appropriate and required.

8.04 Costs and Expenses. Except as otherwise expressly set forth in this Purchase Agreement, Buyer and Seller agree that each party shall be solely responsible for all costs and expenses incurred by it in connection with the consummation of the transactions contemplated hereby; provided, however, that all transfer, sales and all FCC filing fees or use taxes or similar charges resulting from the transfer of the Purchased Assets contemplated hereby shall be borne by Buyer.

8.05 Parties in Interest; Assignment. This Purchase Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and transferees. Neither this Purchase Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any of the parties hereto, whether by operation of law or otherwise.

8.06 Amendment. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Purchase Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any amendment, waiver or consent is sought.

8.07 Governing Law; Choice of Forum. This Purchase Agreement shall be construed in accordance with and governed by the laws of the State of Texas without reference to its rules and to conflict of laws.

8.08 Notice. All notices, requests, consents, waivers and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given (a) if personally delivered, upon delivery or refusal of delivery; (b) if mailed by registered or certified United States mail, return receipt requested, postage prepaid, upon delivery or refusal of delivery; or (c) if sent by a nationally recognized overnight delivery service, upon delivery or refusal of delivery. All notices, consents, waivers or other communications required or permitted to be given hereunder shall be addressed to the respective party to whom such notice, consent, waiver or other communication relates at the following addresses:

To Seller: Eagle Creek Radio, LLC  
c/o Eagle Creek Broadcasting, LLC  
2193 Association Drive, Suite 300  
Okemos, Michigan 48864  
Attention: Brian Brady, President

Copy to: Sonnenschein Nath & Rosenthal  
1301 K Street, NW  
Suite 600  
Washington, DC 20005  
Attention: Fred Levy, Esq.

To Buyer: Withers Family Texas Holdings, LP

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Copies to: Davis Wright Tremaine, LLP  
1500 K Street, N.W.  
Suite 450  
Washington, DC 20005  
Attention: Pamela C. Cooper  
Facsimile: 202-508-6699

8.09 Counterparts. This Purchase Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

8.10 Severability. Buyer, Seller and Withers agree that if one or more provisions contained in this Purchase Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect under any applicable law, this Purchase Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

8.11 Entire Agreement. Except for the Exchange Agreement and the LMA, this Purchase Agreement and the exhibits hereto embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

8.12 Brokers. Neither Buyer, Seller nor Withers nor any person acting on behalf of Buyer or Seller has agreed to pay any commission or finder's fee in connection with this Purchase Agreement.

8.13 Further Actions. After the Closing Date, each party shall execute and deliver such other certificates, agreements, conveyances, and other documents, and take such other action, as may be reasonably requested by the other party in order to transfer and assign to, and vest in, Buyer the Purchased Assets pursuant to the terms of this Purchase Agreement.

**[The Remainder of this Page is Intentionally Left Blank]**

IN WITNESS WHEREOF, the parties have caused this Purchase Agreement to be duly executed as of the date first written above.

**SELLER:**

**EAGLE CREEK RADIO, LLC**

/s/ Brian Brady

By: Brian Brady, President of Eagle Creek Broadcasting, LLC, the managing member of Eagle Creek Radio, LLC.

**BUYER:**

**WITHERS FAMILY TEXAS HOLDINGS, LP**

By: /s/ James Withers

Name: \_\_\_\_\_

Title: limited partner

James Withers

/s/ James Withers





**EXHIBIT A**

**LOCAL MARKETING AGREEMENT**

*See Attached.*