
MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (this "*Agreement*"), dated as of June 30, 2016, is entered into by and between Focus Radio, Inc., a Michigan corporation ("*Seller*"), and John F. Dille, III, an individual residing in the State of Indiana ("*Buyer*").

RECITALS

WHEREAS, Seller owns 51% of the issued and outstanding membership interests (the "*Seller Membership Interests*") of Partnership Radio, L.L.C., a Michigan limited liability company (the "*Company*").

WHEREAS, the Company is solely engaged in the business of owning and operating FM radio broadcast station WUBU(FM), South Bend, Indiana (FCC Facility ID No. 21927) (the "*Station*"), pursuant to certain authorizations issued by the Federal Communications Commission (the "*FCC*").

WHEREAS, Seller desires to sell and Buyer desires to acquire the Seller Membership Interests.

WHEREAS, this Agreement sets forth the terms and conditions relating to the sale and purchase of the Seller Membership Interests, free and clear of any and all Encumbrances, as defined herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

**ARTICLE I
PURCHASE AND SALE**

Section 1.01 Purchase and Sale. Seller hereby sells, assigns, transfers and conveys to Buyer, and Buyer hereby purchases from Seller, all of Seller's right, title and interest in, to and under the Seller Membership Interests, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("*Encumbrances*"). Effective as of the Closing, each of Seller and Abraham Thompson, Jr. ("*Thompson*") hereby discharges and releases the Company from any financial obligations owed to them up to and including the Closing Date, other than the Company's financial obligations owed to Thompson under the Employment Agreement, including but not limited to: (i) the items owed to Seller and/or Thompson listed under the liabilities section on the balance sheet portion of the Management Report for the period ended December 31, 2014, attached hereto as Exhibit A hereto (the "*Management Report*"); and (ii) any

accounts payable or accrued expenses owed to Seller or Thompson. The Management Report shall be updated by Seller and delivered to Buyer at least five (5) business days prior to the Closing Date. For purposes hereof, all of Seller's right, title and interest in, to and under the Seller Membership Interests shall include, without limitation, (a) Seller's capital account in the Company, (b) Seller's right to share in the profits and losses of the Company, (c) Seller's right to receive distributions from the Company, and (d) all of the voting and other rights attributable to the Seller Membership Interests. Following the Closing, (a) Seller shall cease to be a member of the Company, (b) Seller shall not have any rights or responsibilities under the Company Operating Agreement and (c) Thompson shall resign as a Manager of the Company (as defined in the Company Operating Agreement) and the Chief Executive Officer of the Company.

Section 1.02 Purchase Price. The aggregate purchase price for the Seller Membership Interests shall be Three Hundred Thirty-Six Thousand Five Hundred Dollars (\$336,500) (the "*Purchase Price*"), payable as follows:

(a) **Closing Payment.** At the Closing, Buyer shall pay Seller One Hundred Fifty Thousand Dollars (\$150,000) by wire transfer of immediately available funds.

(b) **Buyer Note for Fifth Anniversary Payment.** At the Closing, Buyer shall issue a promissory note in the amount of One Hundred Eighty-Six Thousand Five Hundred Dollars (\$186,500) payable to the order of Seller on the fifth (5th) anniversary of the Closing in the form of Exhibit B hereto (the "*Buyer Note*"). Buyer shall pay the Buyer Note in full by wire transfer to Seller of immediately available funds.

Section 1.03 Pledge and Security Agreement. At the Closing, the Buyer Note and the Company's financial obligations under the Employment Agreement shall be secured by a pledge to Seller of the Seller Membership Interest as provided in a Pledge and Security Agreement, in the form of Exhibit C hereto (the "*Pledge and Security Agreement*").

Section 1.04 Employment Agreement. At the Closing, the Company and Thompson shall enter into an Employment Agreement in the form of Exhibit D hereto (the "*Employment Agreement*").

Section 1.05 Closing. Subject to Section 7.12, and except as otherwise mutually agreed upon by Seller and Buyer, the consummation of the purchase and sale of the Seller Membership Interests contemplated hereby (the "*Closing*") shall take place, by electronic exchange of the documents to be delivered at the Closing, within ten (10) business days of grant of the FCC Consent (as defined below), *provided that* each of the other conditions to Closing set forth in Article IV have been satisfied or waived. The date on which the Closing occurs is referred to herein as the "*Closing Date.*" The Closing shall be deemed to occur at 12:01 a.m. on the Closing Date.

Section 1.06 FCC Consent. The Closing is subject to the prior consent of the FCC without conditions or qualifications materially adverse to the Company, Seller or Buyer. Within ten (10) business days after the date of this Agreement, the parties shall prepare and jointly file with the FCC an application (the "*Application*") to secure the FCC consent to transfer control of the Company (the "*FCC Consent*"), together with such other necessary instruments and documents as may be required by FCC rules, policies, or practices. Any filing fee charged by the FCC in connection with the Application will be shared equally by Buyer and Seller. The parties shall use commercially reasonable efforts to prosecute the Application, cooperate with each other in good faith in opposing any petition to deny, informal objection or other challenge to the Application, promptly file any amendment to the Application required by FCC rules or policies or requested by the FCC staff, and otherwise use commercially reasonable efforts to obtain the requisite FCC Consent promptly. Each party will promptly provide the other with a copy of any pleading, order or other communication (including emails) served on or received by it relating to the Application (other than communications from professional advisors, lenders, and employees).

Section 1.07 Allocation. Prior to Closing, Buyer and Seller will agree on an allocation of the Purchase Price in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the "*Code*") and the regulations thereunder. Buyer and Seller shall file their federal income tax returns and other tax returns reflecting the allocation made pursuant to this Section 1.07.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

Section 2.01 Organization and Authority; Enforceability. Seller is a corporation validly existing and in good standing under the Laws of the State of Michigan. Seller has full power and authority to enter into this Agreement and the documents to be executed and delivered by Seller hereunder, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Seller of this Agreement and the documents to be delivered hereunder, the performance by Seller of its obligations hereunder and the consummation by Seller of the transactions contemplated hereby have been duly authorized. This Agreement and the documents to be delivered hereunder have been, or will be, duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement and the documents to be delivered by Seller hereunder constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles relating to creditors' rights generally.

Section 2.02 No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder, and the

consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the Seller Organizational Documents or the Company Organizational Documents; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Seller or the Company; (c) conflict with or result in a violation or breach of, or default under, or create in any party the right to terminate, adversely modify or cancel any Contract to which Seller or the Company is a party; or (d) result in the creation or imposition of any Encumbrance on the Seller Membership Interests. Except as set forth in Section 1.06 with respect to the FCC Consent, no consent, approval, waiver or authorization of, or declaration or filing with, or notice to, any Person or Governmental Authority is required by or with respect to Seller or the Company in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Section 2.03 Partnership Radio, L.L.C.; Seller Membership Interests

(a) Attached hereto as Exhibit E are true, correct and complete copies of the "*Company Organizational Documents*," consisting of (i) the Articles of Organization dated July 7, 1999, and (ii) the Operating Agreement dated July 16, 1999, which documents are in full force and effect and are the only agreements in effect with respect to the matters described therein.

(b) A true, correct and complete list of the members of the Company, including the respective membership interests held by each such member, is attached hereto as Exhibit F. The listed members and membership interests constitute all of the members and one hundred percent (100%) of the issued and outstanding membership interests of the Company. Seller is the sole legal, beneficial, record and equitable owner of, and has good and valid title to, the Seller Membership Interests, free and clear of all Encumbrances whatsoever.

(c) The Seller Membership Interests were issued in compliance with applicable Laws. The Seller Membership Interests were not issued in violation of the Company Organizational Documents or any other agreement, arrangement or commitment to which Seller or the Company is a party and are not subject to or in violation of any preemptive or similar rights of any Person.

(d) Except for the Company Organizational Documents, there are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the Seller Membership Interests.

(e) The Seller Membership Interests constitute fifty-one percent (51%) of the issued and outstanding membership interests of the Company. Seller is the sole legal, beneficial, record and equitable owner of, and has good and valid title to, the Seller Membership Interests, free and clear of all Encumbrances whatsoever. The Seller Membership Interests have been validly issued and are

fully-paid and non-assessable. Upon consummation of their sale and purchase as provided in this Agreement, Buyer shall own the Seller Membership Interests, free and clear of all Encumbrances.

Section 2.04 Absence of Claims. There are no Actions pending or, to Seller's Knowledge, threatened (a) by or against Seller or any Affiliate of Seller relating to or affecting the Company or the Seller Membership Interests; or (b) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that give rise to, or serve as a basis for, any such Action.

Section 2.05 Brokers. Except for DEFcom Advisors, LLC, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller. Seller shall be liable for any amounts owed to DEFcom Advisors, LLC as a result of the purchase and sale of the Seller Membership Interests and the other transactions contemplated by this Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

Section 3.01 Authority; Enforceability. Buyer has full power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out his obligations hereunder and to consummate the transactions contemplated hereby. This Agreement and the documents to be delivered by Buyer hereunder have been, or will be, duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement and the documents to be delivered by Buyer hereunder constitute legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles relating to creditors' rights generally.

Section 3.02 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered by Buyer hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Buyer; or (b) conflict with or result in a violation or breach of, or default under, or create in any party the right to terminate, adversely modify or cancel any Contract to which Buyer is a party. Except as set forth in Section 1.06 with respect to the FCC Consent, no consent, approval, waiver or authorization of, or declaration or filing with, or notice to, any Person or Governmental Authority is required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Section 3.03 Investment Purpose. Buyer is acquiring the Seller Membership Interests solely for his own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Buyer acknowledges that the Seller Membership Interests are not registered under the Securities Act of 1933, as amended, or any state securities Laws, and that the Seller Membership Interests may not be transferred or sold except pursuant to the registration provisions of the Securities Act of 1933, as amended or pursuant to an applicable exemption therefrom and subject to state securities Laws, as applicable.

Section 3.04 Absence of Claims. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 3.05 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

ARTICLE IV CONDITIONS PRECEDENT

Section 4.01 To Buyer's Obligations. The obligations of Buyer hereunder are, at its option, subject to satisfaction, on or prior to the Closing Date, of each of the following conditions:

(a) **Representations, Warranties and Covenants.** The representations and warranties of Seller made in this Agreement shall be true and correct as of the date hereof and as of the Closing Date, and the covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed. Buyer shall have received a certificate dated as of the Closing Date from Seller, executed by an authorized officer of Seller, to the effect that the conditions set forth in this Section 4.01(a) have been satisfied.

(b) **Deliveries.** Seller shall have made or stand willing to make the following deliveries:

(i) the certificate described in Section 4.01(a);

(ii) an Assignment and Assumption of Membership Interest duly executed by Seller;

(iii) a revised Exhibit A to the Company Operating Agreement reflecting Buyer's purchase of the Seller Membership Interests and ownership interest in the Company;

(iv) the written resignation of Thompson, as a Company Manager and the Chief Executive Officer of the Company, such resignation to be effective as of the Closing Date;

(v) a good standing certificate of the Company issued by the Michigan Department of Licensing and Regulatory Affairs dated no earlier than fifteen (15) days before the Closing Date; and

(vi) a certificate of the Secretary of the Company (i) confirming the valid existence and good standing of the Company on the Closing Date, (ii) certifying that the Company Organizational Documents attached to the certificate are true, correct and complete and in full force and effect as of the Closing Date, (iii) certifying the resolutions of the board of directors of Seller, duly adopted and in effect, which duly authorize the execution, delivery and performance by Seller of this Agreement and the transactions contemplated hereby, (iv) certifying that the list of members of the Company attached to the certificate is true, correct and complete as of the Closing Date, and (v) certifying the incumbency of the officers of Seller and their genuine signatures, with a cross certification of such officer's incumbency and genuine signature.

(c) FCC Consent. The FCC Consent shall have been granted.

Section 4.02 To Seller's Obligations. The obligations of Seller hereunder are, at its option, subject to satisfaction, on or prior to the Closing Date, of each of the following conditions:

(a) Representations, Warranties and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct as of the date hereof and as of the Closing Date, and the covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed. Seller shall have received a certificate dated as of the Closing Date from Buyer, executed by Buyer, to the effect that the conditions set forth in this Section 4.02(a) have been satisfied.

(b) Deliveries. Buyer shall have made or stand willing to make the following deliveries:

- (i) the certificate described in Section 4.02(a);
- (ii) the initial closing payment portion of the purchase price;
- (iii) the Buyer Note;
- (iv) the Pledge and Security Agreement;

- (v) a certificate representing the Seller Membership Interests, issued to Buyer, together with an assignment of membership interest duly executed by Buyer in blank; and
- (vi) the Employment Agreement.
- (c) FCC Consent. The FCC Consent shall have been granted.

ARTICLE V TAX MATTERS

Section 5.01 Allocation of Company Income and Loss. Buyer and Seller shall request that the Company allocate all items of Company income, gain, loss, deduction or credit attributable to the Seller Membership Interests for the taxable year of the Closing based on a closing of the Company's books as of the Closing Date in accordance with Treasury Regulation Section 1.706-1(c)(2).

ARTICLE VI SURVIVAL; INDEMNIFICATION

Section 6.01 Survival. All representations, warranties, covenants and agreements contained herein (other than in Section 2.03(e)) shall survive the Closing for a period of eighteen (18) months. Section 2.03(e) shall survive the Closing for the applicable statute of limitations.

Section 6.02 Indemnification by Seller. Seller shall defend, indemnify and hold harmless Buyer from and against any and all claims, judgments, settlements, losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and disbursements (but excluding incidental, consequential, punitive and exemplary damages) ("*Losses*"), arising or resulting from (a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement or any document to be delivered hereunder, (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Seller pursuant to this Agreement or any document to be delivered hereunder, (c) Seller's failure to convey to Buyer title to the Seller Membership Interests free and clear of any Encumbrances, or (d) any Undisclosed Liabilities. Notwithstanding the foregoing, Seller shall have no liability for indemnification under this Section 6.02 or otherwise, unless on or before the 21 month anniversary of the Closing Date, Buyer notifies Seller of a claim specifying the factual basis of that claim in reasonable detail to the extent then known by Buyer. Notwithstanding anything in this Agreement to the contrary, (i) Seller shall not have any liability for indemnification under this Section 6.02 or otherwise until the total of Losses exceeds \$5,000 at which point all such Losses will be covered by indemnification, including the initial \$5,000, and (ii) the maximum amount for which Seller shall be liable under this Section 6.02 is Two Hundred Thousand Dollars (\$200,000). Notwithstanding anything to the contrary, nothing in this

Agreement shall be deemed to limit the rights or obligations of the parties under the Pledge and Security Agreement, the Buyer Note or the Employment Agreement.

Section 6.03 Indemnification by Buyer. Buyer shall defend, indemnify and hold harmless Seller from and against any and any and all Losses arising or resulting from (a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or any document to be delivered hereunder or (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Buyer pursuant to this Agreement or any document to be delivered hereunder. Notwithstanding the foregoing, Buyer shall have no liability for indemnification under this Section 6.03 or otherwise, unless on or before the 21 month anniversary of the Closing Date, Seller notifies Buyer of a claim specifying the factual basis of that claim in reasonable detail to the extent then known by Seller. Notwithstanding anything in this Agreement to the contrary, (i) Buyer shall not have any liability for indemnification under this Section 6.03 or otherwise until the total of Losses exceeds \$5,000 at which point all such Losses will be covered by indemnification, including the initial \$5,000, and (ii) the maximum amount for which Buyer shall be liable under this Section 6.03 is Two Hundred Thousand Dollars (\$200,000). Notwithstanding anything to the contrary, nothing in this Agreement shall be deemed to limit the rights or obligations of the parties under the Pledge and Security Agreement, the Buyer Note or the Employment Agreement.

Section 6.04 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "*Indemnified Party*") shall promptly provide written notice of such claim to the other party (the "*Indemnifying Party*"). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

Section 6.05 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by Law.

Section 6.06 Effect of Investigation. Buyer's right to indemnification or any other remedy based on the representations, warranties, covenants and agreements of

Seller contained herein will not be affected by any investigation conducted by Buyer with respect to any actual knowledge acquired by Buyer at any time, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement.

Section 6.07 Exclusive Remedies. Except with respect to claims based on actual fraud, the rights and remedies provided in this Article VI are the sole and exclusive remedies of the parties with respect to any breach of representations, warranties, covenants, agreements or obligations under this Agreement.

ARTICLE VII MISCELLANEOUS

Section 7.01 Expenses. All sales and use and other transfer taxes imposed upon the conveyance of the Seller Membership Interests under this Agreement shall be paid by Seller. Except for the foregoing, and except as otherwise expressly provided in this Agreement, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses. FCC filing fees shall be paid in accordance with Section 1.06.

Section 7.02 Defined Terms; Interpretation. Capitalized terms used herein have the respective meanings ascribed thereto in Exhibit G and elsewhere in this Agreement. For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

Section 7.03 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier; (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission); or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties

at the following addresses (or at such other address for a party (or parties) as shall be specified in a notice given in accordance with this Section 7.03):

If to Seller:

Focus Radio, Inc.
515 N. Ridgeland
Oak Park, IL 60302
Attention: Abraham Thompson, Jr.

Telephone: (574) 233-3505

Facsimile:

With a copy to:

Butzel Long
150 W. Jefferson, Suite 100
Detroit, MI 48226
Attention: Arthur Dudley II
Telephone: (313) 225-7070
Facsimile: (313) 225-7080

If to Buyer:

Mr. John F. Dille III
245 Edison Road
Suite 250
Mishawaka, IN 46545
Telephone: (574) 849-6600
Facsimile:

with a copy to:

Lerman Senter PLLC
2001 L Street NW, Suite 400
Washington, DC 20036
Attention: Nancy A. Ory
Telephone: (202) 416-6791
Facsimile: (202) 293-7783

Section 7.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 7.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render

unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 7.06 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 7.07 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

Section 7.08 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.09 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Michigan, in each case located in Detroit, Michigan, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO

REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVERS IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THESE WAIVERS, (C) SUCH PARTY MAKES THESE WAIVERS VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 7.10 Further Assurances.

(a) Subject to the terms and conditions of this Agreement, each of the parties hereto shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary or desirable under applicable Law or otherwise to consummate the transactions contemplated by this Agreement.

(b) Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 7.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 7.12 Termination. This Agreement may be terminated by Buyer or Seller upon written notice to the other party if the Closing does not occur on or before the twelve (12) month anniversary of the date of this Agreement due to the failure of non-terminating party to satisfy the conditions precedent to the terminating party's obligations set forth in Article IV.

[SIGNATURE PAGE FOLLOWS]

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

BUYER:

By: John F. Dille, III
John F. Dille, III

SELLER:

FOCUS RADIO, INC.

By: _____
Abraham Thompson, Jr.,
President

THOMPSON:

Abraham Thompson, Jr. is executing and delivering this Agreement in his individual capacity solely with respect to his agreements and obligations under Section 1.01, which shall be effective upon the Closing, as follows: (i) his discharge and release of the Company from any financial obligations owed to him up to and including the Closing Date, other than the Company's financial obligations under the Employment Agreement; and (ii) his obligation to resign as a Manager of the Company and the Chief Executive Officer of the Company. In his individual capacity, Abraham Thompson, Jr. has not made any agreements, representations or warranties and shall not have any other duties, responsibilities or financial obligations of any nature whatsoever under this Agreement.

Abraham Thompson, Jr., individually

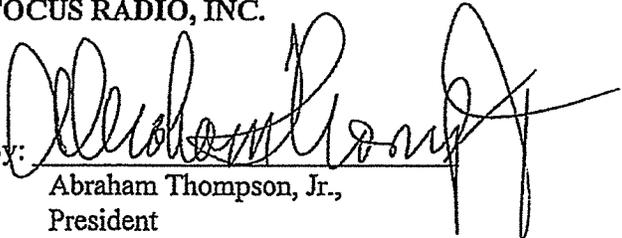
IN WITNESS WHEREOF, the parties hereto have duly executed, or caused this Membership Interest Purchase Agreement to be duly executed as of the date first written above.

BUYER:

By: _____
John F. Dille, III

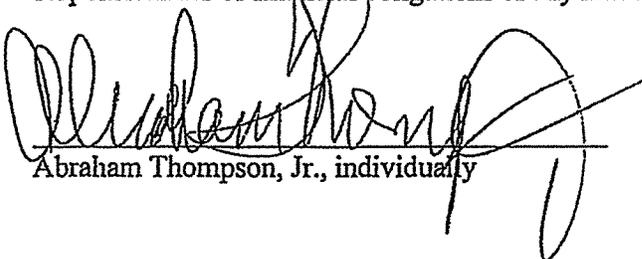
SELLER:

FOCUS RADIO, INC.

By: 
Abraham Thompson, Jr.,
President

THOMPSON:

Abraham Thompson, Jr. is executing and delivering this Agreement in his individual capacity solely with respect to his agreements and obligations under Section 1.01, which shall be effective upon the Closing, as follows: (i) his discharge and release of the Company from any financial obligations owed to him up to and including the Closing Date, other than the Company's financial obligations under the Employment Agreement; and (ii) his obligation to resign as a Manager of the Company and the Chief Executive Officer of the Company. In his individual capacity, Abraham Thompson, Jr. has not made any agreements, representations or warranties and shall not have any other duties, responsibilities or financial obligations of any nature whatsoever under this Agreement.


Abraham Thompson, Jr., individually