

ASSET PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement"), dated as of May 26, 2005, is entered into by and among NEXTMEDIA OPERATING, INC., a Delaware corporation ("Operating"), NM LICENSING LLC, a Delaware limited liability company ("NM Licensing" and together with Operating, the "Sellers"), WILKS BROADCAST-RENO LLC, a Delaware limited liability company ("Wilks Broadcast Reno"), WILKS LICENSE COMPANY-RENO LLC, a Delaware limited liability company ("Wilks License Reno"), WILKS BROADCAST-LUBBOCK LLC, a Delaware limited liability company ("Wilks Broadcast Lubbock"), and WILKS LICENSE COMPANY-LUBBOCK LLC, a Delaware limited liability company ("Wilks License Lubbock"). Each of Wilks Broadcast Lubbock and Wilks Broadcast Reno is referred to herein as a "Broadcast Buyer" and collectively they are referred to as the "Broadcast Buyers". Each of Wilks License Lubbock and Wilks License Reno is referred to herein as a "License Buyer" and collectively they are referred to as the "License Buyers". Each of the Broadcast Buyers and the License Buyers is referred to herein as a "Buyer" and collectively they are referred to as the "Buyers".

WITNESSETH:

WHEREAS, NM Licensing is the licensee of the radio broadcast stations KTHX-FM, KRZQ-FM, KJZS-FM and KURK-FM, serving the Reno, Nevada market (the "Reno Stations") and radio broadcast stations KLLL-FM, KMMX-FM and KONE-FM, serving the Lubbock, Texas market (together with KBTE, as set forth below, the "Lubbock Stations" and together with the Reno Stations, sometimes referred to individually as a "Cluster" and collectively as the "Stations"), pursuant to certain authorizations held by NM Licensing and issued by the Federal Communications Commission (the "FCC"), and Operating owns or leases all other assets used in connection with the operation of the Stations;

WHEREAS, the Sellers are party to (i) that certain Asset Purchase Agreement, dated as of May 11, 2005, by and among Operating, NM Licensing, and Dove Media, L.L.P. (the "KBTE Purchase Agreement" and Dove Media, L.L.P. being the "KBTE Seller") and (ii) that certain Amended and Restated Time Brokerage Agreement, dated as of May 11, 2005, by and between Operating and the KBTE Seller (the "KBTE TBA"), pursuant to which the Sellers have contracted to (a) acquire the license for the radio broadcast station KBTE-FM, serving the Lubbock, Texas market ("KBTE"), and (b) provide programming for KBTE pending the closing of the KBTE Purchase Agreement pursuant to the terms and conditions of the KBTE TBA;

WHEREAS, the parties hereto intend to include KBTE as a "Lubbock Station" to be transferred to the Buyers pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, the Sellers agree to the sale, assignment, and transfer of the Stations, the FCC authorizations for the Stations, and the assets and businesses of the Stations, and the Buyers desire to acquire the Stations, and such FCC authorizations, and such assets and businesses, all on the terms and subject to the conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties herein contained, and upon the terms and subject to the conditions hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE 1 DEFINITIONS

“Advertising Contracts” means all orders and agreements for the sale of advertising time on or pertaining to the Stations for cash and all trade, barter, and similar agreements for the sale of advertising time on or pertaining to the Stations other than for cash, and all such orders and agreements for advertising time entered into between the date hereof and the Closing Date, each in the ordinary course of business, and to the extent the foregoing have not been performed as of the Closing Date, in each case to which Operating or any of the Stations is a party.

“Agreement” has the meaning set forth in the preamble hereto.

“Allocation Schedule” has the meaning set forth in Section 2.5 hereof.

“Assignment” has the meaning set forth in Section 3.1 hereof.

“Assignment and Assumption Agreements” has the meaning set forth in Section 2.7 hereof.

“Assignment Application” has the meaning set forth in Section 3.2(a) hereof.

“Assumed Contracts” has the meaning set forth in Section 2.7 hereof.

“Authorizations” means the Commission Authorizations and the Other Authorizations.

“Broadcast Buyer” or **“Broadcast Buyers”** has the meaning set forth in the preamble hereto.

“Buyer” or **“Buyers”** has the meaning set forth the preamble hereto.

“Buyer Documents” has the meaning set forth in Section 5.2 hereof.

“Closing” has the meaning set forth in Section 8.1(a) hereof.

“Closing Date” means the date of the Closing.

“Closing Documents” means all instruments, documents and agreements delivered at the Closing in accordance with the terms of this Agreement.

“Cluster” has the meaning set forth in the recitals hereto.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collection Period” has the meaning set forth in Section 2.9 hereof.

“Collections” has the meaning set forth in Section 2.9 hereof.

“Commission Authorizations” means all licenses, permits, approvals, construction permits, and authorizations issued or granted by the FCC for, or used principally in connection with, the

operation of any of the Stations and any and all auxiliary and/or supportive transmitting and/or receiving facilities, boosters, and repeaters utilized by any of the Stations, including, without limitation, all of those listed in Schedule 4.6(b)(i) hereto, together with any applications therefor, renewals, extensions, or modifications thereof and additions thereto.

“Communications Act” means the Communications Act of 1934, as amended.

“Competing Business” has the meaning set forth in Section 6.22 hereof.

“Confidentiality Agreement” has the meaning set forth in Section 10.2 hereof.

“Contracts” means all contracts, agreements, orders, commitments, arrangements and understandings, written or oral, to which Operating or any affiliate or predecessor of Operating, in connection with the operation of the Stations or any of the Stations, is a party, including, without limitation, all leases, program licenses, contracts to broadcast product or programs on the Stations, and confidentiality agreements, Advertising Contracts, Real Property Leases and Personal Property Leases, excluding, however, the Excluded Contracts.

“Cure Period” has the meaning set forth in Section 10.1(b) hereof.

“Documentation” means all documentation, records, and software, whether in electronic or print form, in the possession or under the control of Operating evidencing, representing, or containing or relating to any Program principally used in the operation of the Stations, including, without limitation, any manuals, functional and design specifications, user and programmer instructions, coding, testing notes, error reports and logs, patches and patch instructions, itemizations of development tools, and all other similar writings.

“Environmental Complaint” means any complaint, order, citation or other communication, whether from a governmental authority, citizens group, employee or otherwise with regard to Environmental Liabilities or any environmental, health, or safety matter affecting any of the Real Property or the operation of the Stations.

“Environmental Liabilities” means the presence of any Hazardous Substance on, at or under any of the Real Property, involving, without limitation, the use, management, handling, transport, treatment, storage, spill, escape, leakage, emission, release, discharge, remediation or clean up of any such Hazardous Substance on, onto, from, or beneath any of the Real Property, in each case, which requires correction or remediation action under or pursuant to environmental laws, rules, ordinances or regulations, on or prior to the Closing Date, the failure to obtain any license or permit required in connection with any such Hazardous Substance or discharge on, about or from or used in connection with any such Station or any of the Real Property or the retention, disposal, treatment or use thereof, and/or arising out of any noncompliance with any Environmental Requirement, and/or any Environmental Complaint of a governmental authority on or prior to the Closing Date.

“Environmental Requirement” means any federal, state, local or foreign laws, regulations or other legal requirement relating to pollution or protection of human health or the environment (including, without limitation, any ambient air, surface water, ground water, wetlands, land surface, subsurface strata, natural resources and indoor and outdoor workplace), including laws and regulations relating to emissions, discharges, releases, or threatened releases of any Hazardous Substance or the importation, manufacture, processing, formulation, testing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means with respect to a Person, any other Person that is required to be aggregated with such Person under Section 4.14(b) or (c) of the Code at any time prior to the Closing Date.

“Escrow Agent” has the meaning set forth in Section 2.3(b) hereof.

“Escrow Agreement” has the meaning set forth in Section 2.3(b) hereof.

“Excluded Assets” has the meaning set forth in Section 2.2 hereof.

“Excluded Contracts” means all Contracts listed on Schedule 1.1(c) hereto and all other Contracts other than the Assumed Contracts.

“Excluded Liabilities” has the meaning set forth in Section 2.7 hereof.

“Excluded Receivables” has the meaning set forth in Section 2.2(g) hereof.

“FCC” has the meaning set forth in the recitals hereto.

“FCC Logs” has the meaning set forth in Section 2.1(j) hereof.

“Final Order” means an action of the FCC which is not reversed, stayed, enjoined, or set aside, and with respect to which no timely request for stay, reconsideration, review, rehearing, or notice of appeal or determination to reconsider or review is pending, and as to which the time for filing any such request, petition, or notice of appeal or for review by the FCC, and for any reconsideration, stay, or setting aside by the FCC on its own motion or initiative, has expired.

“Financial Statements” has the meaning set forth in Section 4.4 hereof.

“FMLA” has the meaning set forth in Section 4.15(b) hereof.

“Hazardous Substance” has the meaning set forth in Section 4.13(a) hereof.

“Indemnification Cap” means \$3,400,000.00.

“Indemnification Threshold” means \$92,000.00.

“Indemnified Party” has the meaning set forth in Section 11.3 hereof.

“Indemnifying Party” has the meaning set forth in Section 11.3 hereof.

“Initial Order” has the meaning set forth in Section 3.1 hereof.

“Insurance Proceeds” means all insurance proceeds and rights thereto derived from loss, damage, or destruction of or to any Tangible Personal Property or Real Property, to the extent not utilized prior to the Closing to repair or replace the lost, damaged, or destroyed items.

“Intangibles” means the call letters of each of the Stations, and all copyrights, trademarks, trade names, logos, slogans, jingles, service marks, applications for any of the foregoing, trade secrets, confidential or proprietary information, and other intangible property used, or held for use

principally by or for the Stations and/or Operating principally in connection with the business or operation of the Stations, and any and all universal resource locators (“URLs”), web sites, domain names, of or maintained principally by or for any of the Stations, including without limitation the URLs listed on Schedule 4.12, and any web site or home page of or maintained principally by or for any of the Stations, and all property and assets (tangible or intangible) used or necessary to create and publish any such web site or home page and all goodwill associated with any of the above.

“**KBTE**” has the meaning set forth in the recitals hereto.

“**KBTE Assignment Application**” has the meaning set forth in Section 6.20(a) hereof.

“**KBTE Closing**” has the meaning set forth in Section 6.20(a) hereof.

“**KBTE Purchase Agreement**” has the meaning set forth in the recitals hereto.

“**KBTE Rescission Application**” has the meaning set forth in Section 6.20(c) hereof.

“**KBTE Seller**” has the meaning set forth in the recitals hereto.

“**KBTE TBA**” has the meaning set forth in the recitals hereto.

“**Knowledge**” (i) with respect to Operating means the actual knowledge of Samuel Weller, Sean Stover, Jeffery Dinetz and/or Carl Hirsch and (ii) with respect to the Broadcast Buyers means the actual knowledge of Jeff Wilks and/or Craig Klosk.

“**Letter of Credit**” has the meaning set forth in Section 2.3(b) hereof.

“**License Buyer**” or “**License Buyers**” has the meaning set forth in the preamble hereto.

“**Lien Release Instruments**” has the meaning set forth in Section 6.11 hereof.

“**Liens**” means any liens, pledges, claims, charges, mortgages, security interests, easements, title defects, or encumbrances of others of every kind and description.

“**Losses**” has the meaning set forth in Section 11.1(a) hereof.

“**Lubbock Stations**” has the meaning set forth in the recitals hereto.

“**Material Adverse Effect**” means a material adverse effect on the business, operations, financial condition or results of operation of the Stations, taken as a whole.

“**Material Contracts**” means all Contracts set forth on Schedule 1.1(a).

“**NM Licensing**” has the meaning set forth in the preamble hereto.

“**Operating**” has the meaning set forth in preamble hereto.

“**Other Authorizations**” means all licenses, permits, variances, franchises, certifications, approvals, construction permits, and authorizations issued or granted by any administrative body or licensing authority or governmental or regulatory agency, other than Commission Authorizations, used principally in connection with the operation of any of the Stations and/or the ownership and/or use of any of the Purchased Assets, including, without limitation, all of those listed in Schedule 4.6(b)(ii) hereto,

together with any applications therefor, renewals, extensions, or modifications thereof and additions thereto.

“Permitted Liens” means those Liens listed in Schedule 1.1(b) hereto.

“Personal Property Leases” has the meaning set forth in Section 4.8(c) hereof.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, estate, unincorporated organization or other legal entity.

“Pre-Closing KBTE LMA” has the meaning set forth in Section 6.20(b) hereof.

“Programs” means all computer systems (including without limitation, management information and order systems, hardware, software (other than over the counter “shrink-wrap” software), servers, computers, printers, scanners, monitors, peripheral and accessory devices, and the related media, manuals, documentation, and user guides) of or used principally by or in the operation of the Stations, all related claims, credits, and rights of recovery and set-off with respect thereto, and all of the right, title, and interest (including by reason of license or lease) of Operating or the Stations in or to any software, computer program, or software product owned, used, developed, or being developed principally by or for any of the Stations, whether for internal use or for sale or license to others, and any software, computer program, or software product licensed by Operating for use principally by the Stations, and all proprietary rights of Operating or the Stations, whether or not patented or copyrighted, associated therewith.

“Purchased Assets” has the meaning set forth in Section 2.1 hereof.

“Purchase Price” has the meaning set forth in Section 2.3(a) hereof.

“Real Property” means all land, buildings, improvements, fixtures, and transmitting towers (to the extent they constitute fixtures or other interests in real property and not Tangible Personal Property) and other real property owned by Operating, and all leaseholds and other interests in real property and the buildings and improvements thereon and appurtenances thereto, including, without limitation, easements, variances, air rights, and the like, used, or held for use principally by or for the Stations and/or Operating principally in connection with the operation of any of the Stations.

“Real Property Leases” has the meaning set forth in Section 4.8(b) hereof.

“Receivables” means all accounts receivable of Operating and/or the Stations, as of 12:00 a.m. on the Closing Date, in respect of airtime broadcast on any of the Stations on or after the Closing Date.

“Reno Stations” has the meaning set forth in the recitals hereto.

“Sellers” has the meaning set forth in the preamble hereto.

“Seller Documents” has the meaning set forth in Section 4.2 hereof.

“Station Benefit Plans” has the meaning set forth in Section 4.15(a) hereof.

“Stations” has the meaning set forth in the recitals hereto as well as KBTE except where otherwise expressly provided to the contrary herein.

“Tangible Personal Property” means all fixed and tangible personal property used, or held for use principally by or for any of the Stations and/or Operating principally in connection with the business or operation of the Stations, including, but not limited to, all physical assets and equipment, leasehold improvements, machinery, vehicles, furniture, fixtures, transmitters, antennae, office materials and supplies, spare parts, and music libraries, including, without limitation, those listed in Schedule 4.8(c) hereto, together with all replacements thereof, additions and alterations thereto, and substitutions therefor, made between the date hereof and the Closing Date.

“Taxes” or “Tax” has the meaning set forth in Section 4.17 hereof.

“Title Company” has the meaning set forth in Section 7.1(j) hereof.

“Title Policy” or “Title Policies” has the meaning set forth in Section 7.1(i) hereof.

“Transferred Employees” has the meaning set forth in Section 6.14 hereof.

“Warranty Deed(s)” has the meaning set forth in Section 6.15 hereof.

“Wilks Broadcast Lubbock” has the meaning set forth in the preamble hereto.

“Wilks Broadcast Reno” has the meaning set forth in the preamble hereto.

“Wilks License Lubbock” has the meaning set forth in the preamble hereto.

“Wilks License Reno” has the meaning set forth in the preamble hereto.

ARTICLE 2

PURCHASE AND SALE OF BUSINESS AND ASSETS; PURCHASE PRICE PAYMENT; ASSUMPTION OF OBLIGATIONS

2.1 Purchased Assets. Subject to and upon the terms and conditions of this Agreement, the Sellers hereby covenant and agree to sell, transfer, convey, assign, grant and deliver to the Buyers, and the Buyers hereby covenant and agree to purchase, at the Closing, free and clear of any Liens, except for the Permitted Liens, all right, title and interest of the Sellers in and to all business, properties, assets, machinery, equipment, furniture, fixtures, franchises, goodwill and rights of the Sellers, of every nature, kind and description, tangible and intangible, owned or leased, wheresoever located and whether or not carried or reflected on the books or records of any of the Sellers, to the extent the foregoing are principally used or held for use in connection with the operation of the Stations and any replacements of or additions to such assets made between the date of this Agreement and the Closing, but excluding the Excluded Assets. All of the foregoing are herein collectively referred to as the “Purchased Assets” and include without limitation all of the Sellers’ right, title and interest in and to the following:

- (a) all Commission Authorizations;
- (b) all Other Authorizations;
- (c) all Tangible Personal Property;
- (d) all Real Property;
- (e) all Assumed Contracts;

- (f) all Intangibles;
- (g) all Insurance Proceeds;
- (h) all Programs;
- (i) all Documentation;
- (j) all FCC logs and similar records that relate to the operation of the Stations ("FCC Logs");
- (k) all Receivables; and
- (l) all goodwill in and going concern value of the Stations.

It is understood that (i) Wilks License Reno shall acquire all right, title and interest in and to the Commission Authorizations principally used or held for use in connection with the operation of the Reno Stations and Wilks Broadcast Reno shall acquire all right, title and interest in and to the other Purchased Assets principally used or held for use in connection with the operation of the Reno Stations; and (ii) Wilks License Lubbock shall acquire all right, title and interest in and to the Commission Authorizations principally used or held for use in connection with the operation of the Lubbock Stations and Wilks Broadcast Lubbock shall acquire all right, title and interest in and to the other Purchased Assets principally used or held for use in connection with the operation of the Lubbock Stations.

2.2 Excluded Assets. The Purchased Assets shall not include the following (the "Excluded Assets"):

- (a) All cash, cash equivalents, or similar type investments of Operating, such as certificates of deposit, Treasury bills, and other marketable securities on hand and/or in banks, and unearned insurance premiums and security deposits;
- (b) Any and all policies of insurance including, without limitation, any and all rights thereunder, unless otherwise agreed herein;
- (c) All rights of Operating under this Agreement and the other agreements, instruments and documents executed in connection herewith;
- (d) The Certificate of Incorporation of Operating, the limited liability company operating agreement of NM Licensing, any other governing documents of the Sellers, the Sellers' tax records, records having to do with the organization and capitalization of the Sellers, and financial records not primarily related to the Stations;
- (e) Items of incidental personal property or personal effects, which may be located at the offices of the Sellers, but which are owned by any employees of Operating in their personal capacity, none of which are individually or in the aggregate material to the operations of the Stations;
- (f) All inoperable or obsolete Tangible Personal Property, sold or disposed of, and all inventories, supplies and similar items consumed in the ordinary course of business between the date of this Agreement and the Closing Date;

(g) All accounts receivable of Operating and/or the Stations, as of 11:59 p.m., local time, on the day prior to the Closing Date, in respect of air time broadcast by Operating prior to the Closing Date ("Excluded Receivables");

(h) All Station Benefit Plans;

(i) The Excluded Contracts;

(j) All assets not used principally in the operations of the Stations;

(k) All rights to claims for refunds for Taxes with respect to periods ending prior to the Closing Date;

(l) All rights necessary to defend and discharge the Excluded Liabilities, and all causes of action of any of the Sellers in respect thereof or in respect of the Excluded Assets; and

(m) All assets described in Schedule 2.2(m) hereto.

2.3 Purchase Price; Escrow Deposit.

(a) Subject to and upon the terms and conditions of this Agreement, in reliance on the representations, warranties, covenants, and agreements of the Sellers contained herein, and in payment and consideration for the sale, conveyance, assignment, transfer, and delivery of the Purchased Assets as described herein by the Sellers, the Broadcast Buyers shall pay to the Sellers an aggregate purchase price (the "Purchase Price") in the amount of Thirty-Four Million United States Dollars (U.S. \$34,000,000), and assume certain obligations of the Sellers as provided in Section 2.7 hereof.

(b) Upon the execution and delivery of this Agreement, the Broadcast Buyers shall deposit with Michael J. Bergner, as escrow agent (the "Escrow Agent"), as a good faith deposit, an irrevocable bank letter of credit in form and substance satisfactory to the Sellers ("Letter of Credit") in the stated principal amount of \$3,400,000.00. The Letter of Credit shall be held and disbursed by the Escrow Agent, pursuant to the terms of an escrow agreement in the form of Exhibit A hereto (the "Escrow Agreement"), which Escrow Agreement shall be executed and delivered by the Broadcast Buyers, the Sellers and the Escrow Agent simultaneously with the execution and delivery of this Agreement. The Letter of Credit shall be held and disbursed in accordance with, and the parties' rights and obligations with respect to the Letter of Credit shall be governed by, Section 10.3 hereof.

2.4 Payment. At Closing, an amount equal to the Purchase Price, as such amount may be adjusted pursuant to Section 2.6 below, shall be paid, in immediately available funds, in cash by the Broadcast Buyers by wire transfer pursuant to written wire transfer instructions delivered by the Sellers to the Broadcast Buyers no later than three (3) days prior to Closing or such other means as the Sellers and the Broadcast Buyers shall agree.

2.5 Allocation. The Sellers and the Buyers agree to allocate the Purchase Price among the Purchased Assets in accordance with the allocation schedule to be attached hereto as Schedule 2.5, which allocation schedule will be determined prior to the Closing (the "Allocation Schedule"). If the parties are unable to agree on the final Allocation Schedule within 30 days after the date of this Agreement, a third-party appraiser mutually acceptable to the Sellers and the Buyers, the fees of which shall be borne equally by the Broadcast Buyers, on the one hand, and the Sellers, on the other hand, shall resolve the allocation

of the consideration to any items with respect to which there is a dispute between the parties. The Sellers and the Buyers will each file an IRS Form 8594 consistent with the Allocation Schedule.

2.6 Certain Closing Prorations and Adjustments.

(a) All utilities charges and real and personal property taxes, monthly rental payments and security deposits under leases of Real Property to be assumed by the Broadcast Buyers pursuant to this Agreement, monthly equipment rental payments under Personal Property Leases to be assumed by the Broadcast Buyers pursuant to this Agreement, association dues, business, license, and annual FCC fees and similar items (to the extent included in the Purchased Assets) and similar accrued expenses, to the extent to be assumed by the Broadcast Buyers hereto, shall be prorated between Operating and the Broadcast Buyers as of 11:59 p.m. on the day immediately preceding the Closing Date, and the net amount resulting from the foregoing in favor of the Broadcast Buyers or Operating, as the case may be, shall then be paid to such party at the Closing or credited against the Purchase Price in the event Operating is to pay the Broadcast Buyers any such amount. The Broadcast Buyers shall receive a credit at Closing for a pro rata portion (prorated as of the date such Transferred Employees were hired by any of the Broadcast Buyers) of all accrued but unused vacation or sick time for any Transferred Employees and agrees to give such Transferred Employees credit on such unused vacation or sick time.

(b) All amounts paid prior to the Closing under all Assumed Contracts for the sale of air time to be performed or aired on or after the Closing Date shall be paid by Operating to the Broadcast Buyers or, at the Broadcast Buyers' option, credited against the Purchase Price, at the Closing.

(c) Allocation and proration of the items set forth in Section 2.6(a), shall, insofar as feasible, be determined and paid on the Closing Date based upon Operating's calculation thereof delivered to the Broadcast Buyers at least two days prior to the Closing Date and approved by the Broadcast Buyers, with final settlement and payment by the appropriate party occurring as described below. In the event any adjustment must be made to such calculation following the Closing Date, the determination of the amount of such adjustment shall be made by the Broadcast Buyers in accordance with generally accepted accounting principles. Not later than 60 days following the Closing Date, the Broadcast Buyers shall submit a statement of such adjustments to Operating for approval. Operating shall give written notice of any objection to such statement within 20 business days after receipt of such statement, detailing the reason for such objection and stating the amount of Operating's proposed final allocation and proration. If the parties cannot reach agreement as to the amount of the final allocation and proration within 20 days thereafter, such dispute shall be promptly presented for resolution to an independent certified public accountant mutually acceptable to the parties. The accountant's resolution of the dispute shall be final and binding on the parties and a judgment may be entered thereon; provided, however, that any such accountant shall have no authority to assess damages or award attorneys' fees or costs. The fees and expenses of such accountant shall be borne equally by Operating, on the one hand, and the Broadcast Buyers, on the other hand.

2.7 Assumed Obligations. Each Buyer shall, at the Closing, execute and deliver to Operating or NM Licensing, as applicable, an Assignment and Assumption Agreement (the "Assignment and Assumption Agreements"), substantially in the form, in the case of the Broadcast Buyers, of Exhibit B and, in the case of the License Buyers, Exhibit C hereto, pursuant to which (i) Operating shall assign to each of the Broadcast Buyers its rights in the contracts identified therein (the "Assumed Contracts") and the applicable Broadcast Buyer shall assume all obligations arising under such Assumed Contracts and to be performed on or after the Closing Date, excluding payments and expenses accrued prior to Closing and excluding any obligations arising as a result of any previous breach, or default by Operating (or any of its affiliates or predecessors) thereunder and (ii) NM Licensing shall assign to each of the License Buyers its rights in the Commission Authorizations identified therein and the applicable License Buyer shall assume

all obligations under such Commission Authorizations and to be performed on or after the Closing Date, excluding any obligations arising as a result of a previous breach or default by NM Licensing (or any of its affiliates or predecessors) thereunder. Except as expressly provided herein or in the Assignment and Assumption Agreements, the Buyers shall not and do not assume any liability or obligation of the Sellers of any nature, known or unknown, fixed or contingent, disclosed or undisclosed (collectively the "Excluded Liabilities"), all of which shall be retained and discharged when due and in the ordinary course of business by the Sellers. Excluded Liabilities will include without limitation (i) all Environmental Liabilities; (ii) any and all debts, liabilities and obligations of the Sellers and any and all violations of Contracts, laws, rules, regulations, codes or orders by the Sellers, which exist prior to the Closing Date or which arise on or after the Closing Date but which are based upon or arise from any act, transaction, circumstance, sale or providing of air time, goods or services, state of facts or other condition which occurred or existed, or the content of any program, advertisement or transmission broadcasted or aired, before the Closing Date, whether or not then known; (iii) any trade payable or accounts payable of Operating (except to the extent of any proration paid by Operating or credited against the Purchase Price pursuant to Section 2.6 hereof); (iv) any obligations or liabilities of Operating to any of its employees or to any other Person under any collective bargaining agreement, employment contract or Station Benefit Plan, or for wages, salaries, bonus payments, other compensation or employee benefits, or with respect to compliance with applicable federal, state or local laws, rules or regulations relating to minimum wages, overtime rates, labor or employment; (v) any litigation arising from or relating to facts, circumstances or any conduct of the Sellers prior to the Closing Date; (vi) all liabilities in respect of or arising out of any and all Taxes of the Sellers in respect of the Purchased Assets prior to the Closing Date; and (vii) all liabilities under Excluded Contracts. Except as expressly provided by the Assignment and Assumption Agreements, the Buyers shall not be required to defend any suit or claim arising out of any act, event, or transaction occurring prior to the Closing in connection with the ownership or operations of or otherwise relating to the Stations or the Sellers.

2.8 Assignments of Assumed Contracts. The Broadcast Buyers and Operating acknowledge that certain of the Assumed Contracts to be included in the Purchased Assets, and the rights and benefits thereunder necessary or appropriate or relating to the conduct of the business and activities of Operating and/or any of the Stations, may not, by their terms, be assignable. Anything in this Agreement or in the Assignment and Assumption Agreements to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any such Assumed Contract, and the Broadcast Buyers shall not be deemed to have assumed the same or to be required to perform any obligations thereunder, if an attempted assignment thereof, without the consent of a third party thereto, would constitute a breach thereof or in any way affect the rights under any such Assumed Contract of the Broadcast Buyer or Operating thereunder. In such event, Operating will cooperate with such Broadcast Buyer to provide for such Broadcast Buyer all benefits to which Operating is entitled under such Assumed Contracts, such Broadcast Buyer will perform all such Assumed Contracts in accordance with their terms in the ordinary course of business and any transfer or assignment to any Broadcast Buyer by Operating of any such Assumed Contract or any right or benefit arising thereunder or resulting therefrom which shall require the consent or approval of any third party shall be made subject to such consent or approval being obtained. Operating will use its commercially reasonable efforts prior to, and if requested by any Broadcast Buyer after, the Closing Date to obtain all necessary consents to the transfer and assignment of Assumed Contracts. Nothing in this Section 2.8 shall constitute a waiver by the Broadcast Buyers of the conditions set forth in Section 7.1(g) hereof.

2.9 Collection of Receivables. After the Closing, Operating will deliver to the Broadcast Buyers a schedule of Excluded Receivables (other than Excluded Receivables that are then more than 120 days old). The Broadcast Buyers agree to use commercially reasonable efforts to collect the Excluded Receivables (other than Excluded Receivables that are then more than 120 days old) for the benefit of Operating. From the Closing Date through the one hundred twenty (120) day period following the

Closing (the "Collection Period"), the Broadcast Buyers shall collect the cash proceeds from the Excluded Receivables (the "Collections"). Any collections from any account debtor who is an account debtor on any of the Excluded Receivables shall be credited against the account of such account debtor in the order the accounts receivable owing therefrom with respect to any of the Stations were invoiced, except to the extent a legitimate dispute exists with respect to a particular receivable and the appropriate Broadcast Buyer promptly notifies Operating of such dispute or to the extent that any account debtor designates in writing to which invoice any payment should be applied. Within five (5) days after the end of each broadcast month during the Collection Period, the Broadcast Buyers shall deliver to Operating (i) a statement or report showing all Collections, together with collections of the Broadcast Buyers' receivables, during such broadcast month, (ii) a wire transfer in an amount equal to the aggregate amount of the Collections during such broadcast month, and (iii) all records of uncollected Excluded Receivables. Within five (5) days after the end of the Collection Period, the Broadcast Buyers shall deliver to Operating (i) a final statement or report showing all Collections, together with collections of the Broadcast Buyers' receivables, made during the Collection Period, (ii) a wire transfer in an amount equal to any remaining Collections which had not been previously remitted to Operating, and (iii) all records of uncollected Excluded Receivables, and thereafter the Broadcast Buyers shall have no further obligations with respect thereto. In the event any Broadcast Buyer receives payment of any Excluded Receivable after the Collection Period, such Broadcast Buyer shall remit the same to Operating. No Broadcast Buyer shall agree to any settlement, discount or reduction of any of the Excluded Receivables without the prior written consent of Operating. No Broadcast Buyer shall assign, pledge or grant a security interest in any of the Excluded Receivables to any third party or claim a security interest or right in or to any of the Excluded Receivables and the Broadcast Buyers' obligations to make payment to Operating of the Collections shall not be subject to any set-off whatsoever. Operating shall remain liable for and shall pay all commissions it might owe in respect of any Excluded Receivable collected after the Closing Date.

ARTICLE 3 APPLICATION TO AND CONSENT BY FCC

3.1 FCC Consent. Prior to Closing, the FCC shall have issued its approval, without any condition adverse to any of the Buyers or any of their affiliates with respect to the assignment of the Commission Authorizations to the License Buyers or the continued operation of the Stations by the Buyers, of the assignment (the "Assignment") of the Commission Authorizations to the License Buyers in accordance with the terms of this Agreement (the "Initial Order"). In the event any such FCC approval fails, or is expected not to cover any particular Commission Authorization, the Buyers may, at their option, elect to waive such failure by written notice to the Sellers, and in such event, such approval shall nevertheless be deemed an Initial Order for purposes of this Agreement.

3.2 Application for FCC Consent.

(a) The Sellers and the Buyers agree to use their reasonable efforts and to cooperate with each other in preparing and filing the Assignment Application and in causing the grant of the Initial Order to become a Final Order. Except with respect to the Commission Authorization(s) for KBTE, the assignment of which shall be governed by Section 6.20, within ten (10) business days following the execution of this Agreement, each party shall prepare and file with the FCC an application for the Assignment (the "Assignment Application") and all information, data, exhibits, resolutions, statements, and other materials necessary and proper in connection with such Assignment Application. Each party further agrees to expeditiously prepare and file with the FCC any amendments or any other filings required by the FCC in connection with the Assignment Application whenever such amendments or filings are required by the FCC or its rules. For purposes of this Agreement, each party shall be deemed to be using its reasonable efforts with respect to obtaining the Final Order, and to be otherwise complying with the foregoing provisions of this Section 3.2, so long as it truthfully provides information

necessary in completing the application process, provides its comments on any filing materials, and uses its reasonable efforts to oppose attempts by third parties to resist, modify, or overturn the grant of the Assignment Application without prejudice to the parties' termination rights under this Agreement, it being further understood that neither the Sellers nor the Buyers shall be required to expend any funds or efforts contemplated under this Article 3 unless the other of them is concurrently and likewise complying with its obligations under this Article 3.

(b) Except as otherwise provided herein, each party will be solely responsible for the expenses incurred by it in the preparation, filing, and prosecution of its respective portion of the Assignment Application. All filing fees and grant fees imposed shall be paid one-half (½) by Operating and one-half (½) by the Broadcast Buyers.

(c) The Buyers and the Sellers, each at its own respective expense, shall use its respective reasonable efforts to oppose any efforts or any requests by third parties for reconsideration or judicial review of the grant by the FCC of the Initial Order.

3.3 Notice of Application. The Sellers shall, at their expense, give due notice of the filing of the Assignment Application by such means as may be required by the rules and regulations of the FCC.

3.4 Absence of FCC Consent. This Agreement, prior to Closing, may be terminated by the Sellers, on the one hand, or the Buyers on the other hand, upon written notice to the others, if an Initial Order as to the Assignment Application has not come into existence and effect within eighteen (18) months after the date hereof; provided, however, that neither the Sellers nor the Buyers, as the case may be, may terminate this Agreement if any of the Sellers, or any of the Buyers, as the case may be, is in material default or breach under this Agreement, or if a delay in any decision or determination by the FCC respecting the Assignment Application has been caused or materially contributed to (i) by any failure of any of the Sellers, or any of the Buyers, as the case may be, to furnish, file or make available to the FCC information within its control; (ii) by the willful furnishing by the Sellers, or any of the Buyers, as the case may be, of incorrect, inaccurate or incomplete information to the FCC; or (iii) by any other action taken by any of the Sellers, or any of the Buyers, as the case may be, for the purpose of delaying the FCC's decision or determination respecting the Assignment Application.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF OPERATING

Operating represents and warrants to the Buyers that:

4.1 Organization, Standing, and Qualification; No Subsidiaries.

(a) Operating is a corporation validly existing and in good standing under the laws of the State of Delaware, and relative to the operations of any of the Stations, Operating is qualified to do business and is in good standing as a foreign corporation in each of Nevada and Texas. Operating is not required to be qualified as a foreign corporation to do business in any other jurisdiction in connection with the operation of any of the Stations where the failure to be so qualified would have a material adverse effect on the business, operations, financial condition or results of operation of any Cluster taken as a whole and/or the Stations taken as a whole. Operating has all requisite corporate power and authority to own, lease, and operate its properties and to carry on its business as and in the places such properties are, in connection with the operation of the Stations, now owned, leased, or operated and where such business is presently conducted. The copies of the Certificate of Incorporation and the bylaws of Operating, heretofore delivered by Operating to the Buyers, are true, complete and correct.

(b) NM Licensing is a limited liability company validly existing and in good standing under the laws of the State of Delaware, and relative to the operations of any of the Stations, NM Licensing is qualified to do business and is in good standing as a foreign limited liability company in each of Nevada and Texas. NM Licensing is not required to be qualified as a foreign limited liability company to do business in any other jurisdiction in connection with the operation of the Stations where the failure to be so qualified would have a material adverse effect on the business, operations, financial condition or results of operation of any Cluster taken as a whole and/or the Stations taken as a whole. NM Licensing has all requisite limited liability company power and authority to carry on its business as and in the places where such business is presently conducted. The copies of the Certificate of Formation and the limited liability company agreement of NM Licensing, heretofore delivered by Operating to the Buyers, are true, complete and correct.

(c) Except as set forth on Schedule 4.1(c) hereto, neither of the Sellers has any subsidiaries, nor has any interest, direct or indirect, nor has any commitment to purchase any interest, direct or indirect, in any corporation or in any partnership, joint venture, or other business enterprise or entity. Other than NM Licensing, a subsidiary of Operating, the operations of the Stations have not been conducted through any direct or indirect subsidiary, shareholder, or affiliate of the Sellers, and none of the Purchased Assets are held, owned, used, or conducted by any shareholder or affiliate of the Sellers and all of the Purchased Assets (other than the Commission Authorizations) are owned or held by Operating.

4.2 Authority. Each of the Sellers has all requisite corporate or limited liability company power, as the case may be, and corporate or limited liability company authority, as the case may be, to execute, deliver, and perform this Agreement and each other agreement, document, and instrument to be executed, delivered, or performed by any of the Sellers in connection with this Agreement (the "Seller Documents") and to carry out the transactions contemplated hereby and thereby. This Agreement constitutes, and, when executed and delivered at the Closing, each other Seller Document will constitute, the legal, valid, and binding obligation of each of the Sellers as is party thereto, enforceable in accordance with its terms, except as enforceability may be limited by applicable equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws in effect from time to time affecting the enforcement of creditors' rights generally. All corporate or limited liability company and shareholder or member proceedings, as the case may be, and any action required to be taken by the Sellers relating to the execution, delivery, and performance of this Agreement and the Seller Documents and the consummation of the transactions contemplated hereby and thereby have been duly taken.

4.3 No Conflict; Consents. Except for the filing of the Assignment Application, the granting of the Initial Order and the Final Order, and except as indicated in Schedule 4.3 hereto, the execution, delivery and performance of this Agreement and the Seller Documents and the consummation of the transactions contemplated hereby and thereby, will not (i) conflict with or violate any provision of the Certificate of Incorporation, Certificate of Formation, bylaws, or limited liability company operating agreement, as applicable, of any of the Sellers; (ii) with or without the giving of notice or the passage of time, or both, result in a breach of, or violate, or be in conflict with, or constitute a default under, or permit the termination of, or cause or permit acceleration under, any Material Contract or instrument of any debt or obligation to which either of the Sellers is a party or to or by which either of the Sellers or any of the Purchased Assets is subject or bound, or result in the loss or adverse modification of any of the Authorizations or Intangibles; (iii) require the consent of any party to any Material Contract; (iv) result in the creation or imposition of any Lien upon any of the Purchased Assets; (v) violate any law, rule or regulation in any material respect, or any order, judgment, decree or award of any court, governmental authority or arbitrator to or by which any of the Sellers or any of the Purchased Assets is subject or bound; or (vi) other than as contemplated in Section 3.1 hereof, require that any consent, approval or authorization of, or declaration, filing or registration with, or notice to, any governmental or regulatory authority is required to be obtained or made by the Sellers in connection with the execution, delivery and

performance of this Agreement or the Seller Documents or the consummation of the transactions contemplated hereby and thereby other than in respect of immaterial permits and licenses.

4.4 Financial Statements. Attached as Schedule 4.4(a) hereto are copies of (i) Operating's income statement with respect to the Reno Stations, collectively, for the twelve (12) month period ended April 30, 2005, and (ii) Operating's income statement with respect to the Lubbock Stations, collectively, for the twelve (12) month period ended April 30, 2005 (the "Financial Statements"). Except for the variations expressly noted in Schedule 4.4(a) hereto, the Financial Statements have been prepared in accordance with generally accepted accounting principles (except for the absence of footnotes and normal and customary year-end adjustments), and fairly present in all material respects the results of operations of each Cluster for the period covered thereby. Such Financial Statements do not contain any types of special or nonrecurring income, or any other income, not earned in the ordinary course of business, and reflect no operations or business other than those of the Stations, except as expressly specified therein. The accounts receivable in respect of the Stations reflected in the accounts receivable schedule attached as Schedule 4.4(b) hereto, as of April 30, 2005, represent valid obligations arising in the ordinary course of business, except in immaterial respects.

4.5 Litigation. Except as disclosed in Schedule 4.5 hereto, there is no action, suit, proceeding, or arbitration pending, or to the Knowledge of Operating, threatened, or to the Knowledge of Operating any investigation pending or threatened, against or affecting any of the Sellers in respect of the operation of any of the Stations or any assets, properties, business or employees of the Stations or the transactions contemplated by this Agreement. There is not outstanding any order, writ, injunction, award or decree of any court or arbitrator or any federal, state, municipal or other governmental department, commission, board, agency or instrumentality to which any of the Stations or the Sellers in connection with its operation of any of the Stations is subject or otherwise applicable to any of the Stations or the Purchased Assets or any employee of any of the Stations, nor is any of them in default with respect to any such order, writ, injunction, award or decree.

4.6 Compliance; Properties; Authorizations.

(a) Except as set forth in Schedule 4.6(a) hereto, Operating in connection with its operation of the Stations has complied in all material respects with all laws, rules, regulations, ordinances, orders, judgments and decrees applicable to Operating in respect of the Stations, the employees thereof, and the Stations' operations.

(b) NM Licensing or, in the case of KBTE prior to the KBTE Closing, the KBTE Seller, has all Commission Authorizations, all of which are identified in Schedule 4.6(b)(i) hereto and the Sellers have all material Other Authorizations, all of which are identified in Schedule 4.6(b)(ii) hereto. Such Commission Authorizations are validly existing authorizations for the operation of the facilities described therein under the Communications Act. The Commission Authorizations identified in Schedule 4.6(b)(i) hereto constitute all of the licenses and authorizations required under the Communications Act or the current rules, regulations, and policies of the FCC in connection with the operation of the Stations as currently operated. The Commission Authorizations are in full force and effect, have not been revoked, suspended, canceled, rescinded, or terminated, have not expired without the timely filing of a license renewal application, and are unimpaired by any act or omission of any of the Sellers or any partners, members, officers, directors, employees, or agents of any of the Sellers. To the Knowledge of Operating and except as disclosed on Schedule 4.6(b)(iii), there are no conditions imposed by the FCC as part of any Commission Authorization that are neither set forth on the face thereof as issued by the FCC nor contained in the rules and regulations of the FCC applicable generally to stations of the type, nature, class or location of the respective Stations. All FCC regulatory fees for each of the Stations have been paid, and, to the extent required by the rules, regulations and policies of the FCC, the

broadcast towers from which each Station operates have been duly registered with the FCC. Except as disclosed on Schedule 4.6(b)(iii), there is no action pending nor, to the Knowledge of Operating, threatened by or before the FCC or other body to revoke, refuse to renew, suspend, or modify any of the Commission Authorizations, or any action which may result in the denial of any pending application, the issuance of any cease and desist order, or the imposition of any administrative sanction with respect to any of the Stations or its operation, except for the Assignment Application before the FCC to transfer the Commission Authorizations pursuant hereto and the KBTE Assignment Application to be filed pursuant to Section 6.20(a) to transfer the Commission Authorization(s) for KBTE from the KBTE Seller to Wilks License Lubbock. Except as disclosed on Schedule 4.6(b)(iii), there is not pending to the Knowledge of Operating, any investigation, by or before the FCC, or any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint by, before or with the FCC against any of the Sellers or the KBTE Seller or partners, members, officers, directors, stockholders or affiliates of any of the Sellers or the KBTE Seller relating to the Stations nor, to the Knowledge of Operating, are any of the foregoing threatened. Except as disclosed on Schedule 4.6(b)(iii), the Stations are, and for the time during which Operating has owned or conducted operations in respect of the Stations and during which NM Licensing has held the Commission Authorizations for the Stations have been, operating in compliance with the Commission Authorizations, the Communications Act, and the current rules, regulations, and policies of the FCC. The Sellers, and in the case of KBTE prior to the KBTE Closing, the KBTE Seller, have timely filed all reports, forms and statements required to be filed with the FCC. All applications for the Authorizations submitted by the Sellers were true and correct when made in all material respects. The Sellers have not received any notice with respect to any of the Commission Authorizations or the compliance by any of the Stations with the Communications Act that might reasonably be expected to cause the FCC not to consent to the assignment by NM Licensing of the Commission Authorizations as contemplated by this Agreement.

4.7 Title to Assets. Except for the assets and properties leased to Operating pursuant to the leases identified in Schedule 4.8(b) and Schedule 4.8(c) hereto, Operating has good title to all of the Purchased Assets (except for the Commission Authorizations issued to NM Licensing and the Commission Authorizations held by the KBTE Seller). Operating has leasehold title to the leased Real Property. Except as set forth on Schedule 4.7 hereto, none of the Purchased Assets is subject to any Lien except for the Permitted Liens. The Purchased Assets are, in all material respects, in good operating condition and repair, are suitable for the purposes used, and are adequate and sufficient for the current operations of the Stations.

4.8 Properties.

(a) Schedule 4.8(a) contains a list of all owned Real Property. To the Knowledge of Operating, all improvements on the owned Real Property comply in all material respects with all applicable laws, ordinances, regulations and orders, including those applicable to zoning, land use and building codes. To the Knowledge of Operating, no law, ordinance, regulation, order, restriction or agreement, including any zoning law, restricts the present use of any Real Property except in immaterial respects or any Operating planned expansion or alteration of or addition to the structures located on the Real Property. All improvements located on the Real Property that are required to be registered with the FCC have been so registered and such structures comply with the painting and lighting requirements promulgated by the Federal Aviation Administration in all material respects.

(b) Schedule 4.8(b) contains a true, complete and accurate list of all leases and subleases of Real Property under which Operating holds any leasehold or other interest or right to the use thereof (the "Real Property Leases") or pursuant to which Operating has leased, assigned, sublet or granted any rights therein or with respect thereto; and

(c) Except as indicated in Schedule 4.8(c), Schedule 4.8(c) contains a true, complete and accurate list of all items of machinery, equipment, vehicles, furniture, fixtures, transmitting towers, transmitters, antennae, office materials and supplies, spare parts, music libraries and other Tangible Personal Property owned, leased or used by Operating in connection with the operation of any of the Stations and included in the Purchased Assets, except for items having a value of less than \$5,000 which do not, in the aggregate, have a total value of more than \$125,000, setting forth with respect to all such listed property all leases relating thereto (the "Personal Property Leases").

(d) The Purchased Assets, in all material respects, comprise all the assets required to operate the business of the Stations in the ordinary course as currently conducted by the Sellers as of the date hereof.

(e) The Sellers are not acquiring any real or personal property pursuant to the KBTE Purchase Agreement other than the Commission Authorization(s) for KBTE.

4.9 Contracts.

(a) Schedule 4.9(a) lists all Contracts as of the date hereof excluding (A) purchase orders for supplies or services and air time sales orders for cash made in the ordinary course of business (on customary terms and conditions and consistent with past practice) involving payments or receipts by Operating of less than \$20,000 in any single case or series of related orders, (B) contracts entered into in the ordinary course of business on customary terms and conditions which are terminable by Operating on less than 30 days' notice without any penalty or consideration and involving payments or receipts during the entire life of such contracts of less than \$20,000 in the case of any single contract but not more than \$125,000 in the aggregate, and (C) Advertising Contracts. Operating shall be permitted to amend Schedule 4.9(a) after the date hereof to reflect any Contracts permitted following the date hereof pursuant to Section 6.1 hereof and necessary to prevent the failure of the condition set forth in Section 7.1(b) hereof.

(b) Schedule 4.9(b) lists all agency and representative agreements and all agreements providing for the services of an independent contractor relating to any of the Stations, in each case as of the date hereof and to which Operating is a party or by which Operating is bound.

(c) Schedule 4.9(c) lists all licenses (other than licenses for shrink wrap software and other immaterial licenses), Internet or web-site agreements, (including, without limitation, all interactive service, portal, web site management, hosting, server, content licensing, and link or hyperlink agreements), development agreements, royalty agreements, and all contracts, agreement commitments or licenses relating to patents, trademarks, trade names, copyrights, software, know how, trade secrets, proprietary information and other Intangibles, all guarantees, loan agreements, indentures, mortgages and pledges, all conditional sale or title retention agreements, security agreements, equipment obligations, leases or lease purchase agreements as to items of personal property, in each case as of the date hereof and to which Operating is a party or by which Operating is bound for the benefit of the Stations.

(d) True and complete copies of all Contracts required to be listed pursuant to this Section 4.9 (to the extent in writing or if not in writing, an accurate summary thereof), together with any and all amendments thereto, have been delivered to the Buyers. All of the Material Contracts (other than those which have been fully performed) are in full force and effect. There is not under any Material Contract any existing default by Operating, or to the Knowledge of Operating, any event which, after notice or lapse of time, or both, would constitute a default or result in a right to accelerate or loss of rights. Operating is not a party to any agreement, contract, or commitment outside the ordinary course of

business which obligates it or could obligate it to provide advertising time on any of the Stations on or after the Closing Date as a result of the failure of such Station to satisfy specified ratings or any other performance criteria, guarantee, or similar representation or warranty. Except for the KBTE Purchase Agreement, NM Licensing is not a party to any Contract, or agreement or license (other than the Commission Authorizations), relating to the Stations, whether or not of the type required to be listed on a Schedule hereto if Operating were a party thereto.

4.10 Insurance. Schedule 4.10 lists all fire, theft, casualty, liability and other insurance policies insuring Operating in respect of the Stations, specifying with respect to each such policy the name of the insurer, the risk insured against, the limits of coverage, the deductible amount (if any), and the date through which coverage will continue by virtue of premiums already paid. The coverage under each such policy of insurance set forth in Schedule 4.10 hereto is in full force and effect, all premiums due and payable thereon have been paid, and no notice of cancellation or nonrenewal with respect to any such policy has been given to Operating. Except as set forth in Schedule 4.10, there are no pending claims against such insurance policies as to which the insurers have denied liability.

4.11 Absence of Changes or Events Since April 30, 2005. Except as set forth in Schedule 4.11 hereto, since April 30, 2005, Operating has conducted the business of the Stations only in the ordinary course in a manner consistent with past practices. Without limiting the foregoing, since such date, neither any of the Stations nor Operating, in respect of the Stations, except as set forth on said Schedule 4.11, has:

(i) incurred any obligation or liability, absolute, accrued, contingent or otherwise, whether due or to become due, except current liabilities for trade or business obligations incurred in the ordinary course of business and consistent with its prior practice, which liabilities, in any case or in the aggregate materially and adversely affects the Purchased Assets;

(ii) sold, transferred, leased to others or otherwise disposed of any of the Purchased Assets other than inoperable or obsolete items;

(iii) received any written notice of actual or threatened termination of any Material Contract, or suffered any damage, destruction, or loss, which materially and adversely affects the Purchased Assets;

(iv) had any material change in its relations with its employees, agents, landlords, advertisers, customers or suppliers or any governmental regulatory authority or self-regulatory authorities;

(v) encountered any labor union organizing activity, had any actual or threatened employee strikes, disputes, workstoppages, slow downs or lockouts, or had any material change in its relations with its landlords or any governmental regulatory authority or self-regulatory authorities;

(vi) made any change or changes (in excess of 5% per annum) in the rate of compensation, commission, bonus or other direct or indirect remuneration payable, conditionally or otherwise, and whether as bonus, extra compensation, pension or severance or vacation pay or otherwise, to any director, officer, employee, salesman, distributor or agent relative to the Stations;

(vii) instituted, settled, or agreed to settle any litigation, action, or proceeding before any court or governmental body other than immaterial actions or proceedings;

(viii) entered into any transaction, contract, or commitment other than in the ordinary course of business on customary terms and conditions other than in immaterial respects;

(ix) changed its accounting practices, methods or principles used other than as required by generally accepted accounting principles; or

(x) entered into any agreement or made any commitment to take any of the types of actions described in any of subsections (i) through (ix) above.

4.12 Intangibles. Except as set forth on Schedule 4.12, the Sellers own or possess rights necessary to use the call letters set forth on Schedule 4.12, together with all copyrights, trademarks, trade names, logos, slogans, jingles, service marks, and other proprietary rights and Intangibles currently used in connection with or necessary to the operation of the Stations as presently operated, including without limitation all Intangibles, free and clear of any Liens. Except as set forth on Schedule 4.12, Operating has no Knowledge of any infringement or unlawful, unauthorized or conflicting use of any of the foregoing, or of the use of any call letters, slogan, logo or other intangible property rights by any broadcast station in the areas served by any of the Stations which are confusingly similar to any of the call letters, slogans, logos or other intangible property rights currently used by any of the Stations. Operating, to its Knowledge, is not infringing upon or otherwise acting adversely, nor has Operating received notice that it is infringing upon or otherwise acting adversely, to any copyrights, trademarks, trademark rights, service marks, service mark rights, trade names, service names, slogans, call letters, logos, jingles, licenses, or any other proprietary rights owned by any other Person or entity. Schedule 4.12 lists all registered trademarks, trademark registrations, and applications therefor, registered service marks, service mark registrations, and applications therefor, patents and patent applications, copyright registrations, and applications therefor, domain names, any and all sites, wholly or partially owned, held or used by Operating and related to the Stations.

4.13 Environmental Matters.

(a) Except as set forth in Schedule 4.13(a) hereto, (i) no Hazardous Substance has been stored (in a manner requiring correction or remediation action under or pursuant to environmental laws, rules, ordinances or regulations), treated, released, disposed of or discharged on, onto, about, from, under or affecting any of the Real Property in any material respect, by Operating or to Operating's Knowledge, by any other party, (ii) there is not presently and, to Operating's Knowledge, there has never been an underground storage tank on any of the Real Property, and (iii) to Operating's Knowledge, Operating has no liability which is based upon or related to the environmental conditions under or about any of the Real Property other than immaterial liabilities. Except as set forth in Schedule 4.13(a) hereto, Operating has all material permits required by environmental laws, rules, ordinances and regulations necessary for the operation of the Stations and has complied in all material respects with all environmental, health and safety laws applicable to the Real Property and there are no PCBs located on any of the Real Properties. The term "Hazardous Substance" as used in this Agreement shall include, without limitation, oil and other petroleum products, explosives, radioactive materials, chemicals, pollutants, contaminants, wastes, toxic substances, genetically modified organisms, and related and similar materials, and any other substance or material defined as a hazardous, toxic or polluting substance or material by any federal, state or local law, ordinance, rule or regulation, including asbestos and asbestos-containing materials.

(b) Except as set forth in Schedule 4.13(b), Operating has not (i) given any written report or notice to any governmental agency or authority involving the use, management, handling, transport, treatment, generation, storage, spill, escape, seepage, leakage, spillage, emission, release, discharge, remediation or clean-up of any Hazardous Substance on or about any of the Real

Property or caused by Operating or any affiliate thereof; (ii) received any, or to the Knowledge of Operating, is threatened to receive any, Environmental Complaint and Operating is in compliance in all material respects with the notification, reporting and registration provisions of the Toxic Substance Control Act, Federal Insecticide, Fungicide and Rodenticide Act or other applicable federal and state law.

(c) To the Knowledge of Operating, the Sellers have provided Buyer with copies of all Phase I's with respect to any of the Real Properties, commissioned by, or under the control or possession of, any of the Sellers.

4.14 Employees. Schedule 4.14 lists as of the date hereof, the names and current annual salary rates and commission schedules of all persons (including independent commission agents) employed or engaged in connection with the operation of any of the Stations, and showing separately for each such person the amounts paid or payable as salary, bonus payments and direct and indirect compensation for the year ended December 31, 2004 and for the 4 months ended April 30, 2005. Schedule 4.14 also lists all written employment agreements Operating has with any of the employees listed thereon.

4.15 Employee Benefits.

(a) Schedule 4.15(a) lists any pension, retirement, profit-sharing, deferred compensation, stock option, employee stock ownership, severance pay, vacation, bonus or other incentive plan; any medical, vision, dental or other health plan; any life insurance plan or any other employee benefit plan or fringe benefit plan; whether funded or unfunded, including, without limitation, any "employee benefit plan," as that term is defined in Section 3(3) of ERISA that is currently maintained, sponsored in whole or in part, or contributed to by any of the Sellers for the benefit of, providing any remuneration or benefits to, or covering any current or former employee or retiree of Operating at any of the Stations (collectively, the "Station Benefit Plans") in respect of Station employees. To the extent that any of the Station Benefit Plans have been reduced to writing, copies thereof have been supplied or made available to the Buyers.

(b) Operating has provided the Buyers with a copy of Operating's policy for providing leaves of absence under the Family and Medical Leave Act ("FMLA") and maintains records which have been made available to the Buyers which identify each employee at any of the Stations who currently is on FMLA leave and his or her job title and each employee at any of the Stations who has requested FMLA leave to begin after the date of this Agreement.

(c) None of the Sellers has contributed in the past five years to a multiemployer plan (for employees assigned to any of the Stations) within the meaning of Section 414(f) of the Code. No Station Benefit Plan is a multiple employer plan within the meaning of Section 413(c) of the Code. No employee welfare benefit plan for any of the Stations is a multiple employer welfare arrangement as defined in Section 3(40) of ERISA.

(d) No assets of any of the Sellers are subject to any lien for past due liability in respect to Station employees or any Station Benefit Plan or in respect to an employee benefit plan of an ERISA Affiliate, under Section 412(n) of the Code or Section 4068 of ERISA (other than inchoate liens in respect of Excluded Liabilities).

4.16 Labor Matters. Within the last three (3) years, Operating has not been the subject of any union activity or labor dispute, nor has there been any strike of any kind called or threatened to be called against it in respect of the Stations. Operating has not violated, other than in immaterial respects, any applicable federal or state law or regulation relating to labor or labor practices, including, without limitation, the provisions of Title VII of the Civil Rights Act of 1964 (race, color, religion, sex and

national origin discrimination), 42 U.S.C. § 1981 (discrimination), 41 U.S.C. § 621-634 (the Age Discrimination in Employment Act), 29 U.S.C. § 206 (equal pay), Executive Order 11246 (race, color, religion, sex, and national origin discrimination), Executive Order 11141 (age discrimination), § 503 of the Rehabilitation Act of 1973 (handicap discrimination), 42 U.S.C. §§ 12101-12213 (Americans with Disabilities Act), 29 U.S.C. §§ 2001-2654 (Family and Medical Leave Act), and 29 U.S.C. §§ 651-678 (occupational safety and health). There are no material employer loans or advances from Operating to any of the Stations' employees. To the Knowledge of Operating, Operating is in compliance, other than in immaterial respects, with all applicable requirements of the Immigration and Nationality Act of 1952, as amended by the Immigration Reform and Control Act of 1986 and the regulations promulgated thereunder in respect of the Stations.

4.17 Taxes. All taxes, fees, assessments and charges, including, without limitation, income, property, sales, use, franchise, added value, employees' income withholding and social security taxes, imposed by the United States or by any foreign country or by any state, municipality, subdivision or instrumentality of the United States or of any foreign country, or by any other taxing authority, which are due and payable by any of the Sellers, in respect of or in connection with any of the Stations and all interest and penalties thereon (collectively, "Taxes" or "Tax"), have been paid in full, and all deposits required by law to be made by Operating with respect to employees' of the Stations and other withholding Taxes have been duly made.

4.18 Records. The FCC Logs of the Stations are complete and correct, and there have been no transactions involving any of the Stations which properly should have been set forth therein and which have not been accurately so set forth except, in each case, in immaterial respects.

4.19 KBTE. Except for the Commission Authorization(s) for KBTE and the management-level employees at KBTE and other persons necessary to fulfill the KBTE Seller's duties under the KBTE TBA and its obligations under the rules, regulations and policies of the FCC, the Sellers own or lease all material properties, assets, machinery, equipment, furniture, fixtures and rights principally used or held for use in connection with the operation of KBTE. To Operating's Knowledge, all of the representations and warranties made in or pursuant to the KBTE Purchase Agreement are true and correct and the parties have complied with their respective obligations under the KBTE Purchase Agreement.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF THE BROADCAST BUYERS

The Broadcast Buyers, jointly and severally, represent and warrant to the Sellers that:

5.1 Organization and Standing. Each of the Buyers is a limited liability company validly existing and in good standing under the laws of the State of Delaware. On the Closing Date (a) Wilks Broadcast Reno will be qualified to do business as a foreign limited liability company in Nevada, and (b) Wilks Broadcast Lubbock will be qualified to do business as a foreign limited liability company in Texas.

5.2 Authority of the Buyers. Each of the Buyers has all requisite power and authority to enter into this Agreement and each other agreement, document, and instrument to be executed or delivered by the Buyers in connection with this Agreement (the "Buyer Documents") and to carry out the transactions contemplated hereby and thereby. This Agreement constitutes, and, when executed and delivered at the Closing, each other Buyer Document will constitute, the legal, valid, and binding obligation of each of the Buyers as is party thereto, enforceable in accordance with its terms. All limited liability company proceedings and action required to be taken by the Buyers relating to the execution,

delivery, and performance of this Agreement and the Buyer Documents and the consummation of the transactions contemplated hereby and thereby shall have been duly taken by the Closing.

5.3 Litigation. There is no action, suit, arbitration, investigation or proceeding pending, or to the Knowledge of the Broadcast Buyers, threatened against the Buyers, which in any case or in the aggregate materially adversely affects the ability of the Buyers to consummate the transactions contemplated hereby.

5.4 No Violation. Except for the filing of the Assignment Application, the granting of the Initial Order and the Final Order, and except as indicated in Section 5.4 hereto:

(a) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, will not (i) conflict with or violate any provision of the Certificate of Formation or limited liability company operating agreement of any of the Buyers, (ii) with or without the giving of notice or the passage of time, or both, result in a breach of, or violate, or be in conflict with, or constitute a default under, or permit the termination of, or cause or permit acceleration under, any material contract or instrument or any debt or obligations to which any of the Buyers is a party or subject in a way that could reasonably be expected to adversely affect the ability of the Buyers to consummate the transactions contemplated hereby, or (iii) violate any law, rule or regulation or any order, judgment, decree or award of any court, governmental authority or arbitrator to or by which any of the Buyers is subject or bound, all in a way that could reasonably be expected to adversely affect the ability of the Buyers to consummate the transactions contemplated hereby.

(b) No consent, approval or authorization of, or declaration, filing or registration with, or notice to, any governmental or regulatory authority is required to be obtained or made by any of the Buyers in connection with the execution, delivery and performance of this Agreement or the Buyer Documents or the consummation of the transactions contemplated hereby and thereby.

5.5 FCC Qualifications. There are no facts, to the Knowledge of the Broadcast Buyers, which, under the Communications Act or any of the existing rules, regulations, policies and procedures of the FCC would (i) disqualify any License Buyer from becoming the holder of the Commission Authorizations to be assigned to it or an owner or operator of the Stations to be assigned to it; or (ii) disqualify or restrict the Buyers from consummating the transactions contemplated by this Agreement. The Buyers have not received any notice with respect to the Communications Act that, to the Knowledge of the Broadcast Buyers, could reasonably be expected to cause the FCC not to consent to the assignment by NM Licensing of the Commission Authorizations as contemplated by this Agreement.

5.6 Financing. The Broadcast Buyers have, and as of the Closing Date will have, access to all funds or capital commitments necessary to consummate the transactions contemplated by this Agreement.

ARTICLE 6 CERTAIN COVENANTS

6.1 Conduct of Business. During the period from the date of this Agreement to and including the Closing Date and except as set forth on Schedule 6.1, Operating shall cause the Stations to be operated and conducted in all material respects in the ordinary and usual course of business and consistent with past practices. Without limiting the foregoing, prior to the Closing, Operating, without the prior written consent of the Broadcast Buyers, shall not (with respect to the Stations) and shall not permit any of the Stations to:

(a) by any act or omission surrender, modify adversely, forfeit, or fail to renew under regular terms any of the Authorizations, or give the FCC grounds to institute any proceeding for the revocation, suspension, or modification of any of the Authorizations, or fail to prosecute with due diligence any pending application with respect to any of the Authorizations;

(b) dissolve, liquidate, merge, or consolidate, or sell, transfer, lease, or otherwise dispose of any of the Purchased Assets, other than inoperable or obsolete assets and supplies consumed in the ordinary and customary course of business, or obligate itself to do so;

(c) amend, modify, change, alter, terminate, rescind, or waive any rights or benefits under any Material Contract in any respect or any other material Assumed Contract in any material respect or enter into any new contract involving payments by or to Operating in the aggregate in excess of \$50,000;

(d) fail to maintain the Purchased Assets relating to any Cluster, in all material respects in good repair and condition, reasonable and ordinary wear and tear and force majeure events excepted; or fail to renew or replace any of the current insurance policies or any of the coverage thereunder maintained for the protection of any of the Real Property, the Stations, or Purchased Assets; and

(e) perform, take any action, or incur or permit to exist any of the acts, transactions, events, or occurrences of the type described in items (i), (ii), (vi), (vii), (viii), (ix) or (x) of Section 4.11 hereof which would have been inconsistent with the representations and warranties set forth in Section 4.11 hereof with respect to such items had the same occurred after April 30, 2005 and prior to the date hereof.

6.2 Operations. During the period from the date of this Agreement to the Closing Date, Operating shall have sole responsibility for the Stations and their operations, and during such period, Operating shall:

(a) operate the Stations in accordance with the rules and regulations of the FCC and Authorizations in all material respects and file all ownership reports, employment reports, applications, responses, and other documents required to be filed during such period and maintain and promptly deliver to the Broadcast Buyers true and complete copies of the Stations' required filings;

(b) deliver to the Broadcast Buyers within five (5) days after filing thereof with the FCC copies of any and all reports, applications, and/or responses relating to the Stations which are filed with the FCC on or prior to the Closing Date, including a copy of any FCC inquiries to which the filing is responsive (and in the event of an oral FCC inquiry, Operating will furnish a written summary thereof);

(c) maintain in full force and effect all material permits which are presently held and are required for the operation of any of the Stations as presently conducted; and

(d) upon any damage, destruction or loss to any material Purchased Asset, apply any insurance proceeds received with respect thereto to the repair, replacement, and restoration thereof to the condition of such Purchased Asset or other property of Operating before such event.

6.3 Changes in Information. During the period from the date of this Agreement to the Closing Date, Operating shall give the Broadcast Buyers prompt written notice of any material change in, or any of the information contained in, the representations and warranties made in or pursuant to this

Agreement or of any event or circumstance which, if it had occurred on or prior to the date hereof, would cause any of such representations or warranties not to be true and correct in any material respect.

6.4 Restrictions on Buyers. Nothing contained in this Agreement shall give the Buyers any right to control the programming or operations of any of the Stations prior to the Closing Date and Operating shall have complete control of the programming and operation of the Stations between the date hereof and the Closing Date.

6.5 Going Off the Air. If any of the Stations goes off the air for any engineering reason, act of God, or any other reason not caused by the Broadcast Buyers, Operating shall promptly notify the Broadcast Buyers and shall take all reasonable steps to begin broadcasting as soon as is practical. If the Station is unable to begin and to continue broadcasting on a normal and customary basis within one hundred twenty (120) hours, the Broadcast Buyers may, at their option, terminate this Agreement without incurring any liability to the Sellers, provided that to be effective such notice from the Broadcast Buyers to terminate this Agreement must be delivered to Operating within ten (10) business days after the Broadcast Buyers shall receive written notice from Operating that normal operations of the Station shall have resumed, provided the Broadcast Buyers are not then in material breach or default hereunder.

6.6 Access to Information. During the period from the date of this Agreement to the Closing Date, the Broadcast Buyers and their accountants, counsel, and other representatives, shall upon prior written or telephone notice be given reasonable and continuing access during normal business hours to all of the facilities, properties, books, and records of the Sellers relating to the Stations, and they shall be furnished with such documents and information with respect to the affairs of the Stations as from time to time may reasonably be requested, subject in each instance to advance notice to and coordination with Operating and, unless waived by Operating, in the presence of a representative of Operating; provided, however, that any investigation by the Broadcast Buyers will be conducted in due dispatch and in a manner that does not unreasonably interfere with Operating's normal operations or any employee relationship. In furtherance thereof, the Broadcast Buyers may retain an engineering firm of their own choosing to conduct engineering studies regarding the Stations. Notwithstanding the foregoing, no representative or employee of any of the Buyers shall contact any personnel of any of the Stations without express consent of Operating's chief financial officer and then only following the coordination thereof with such chief financial officer, by the chief operating officer or chief financial officer of the Broadcast Buyers.

6.7 Brokerage or Finder's Fee. Except as indicated in Schedule 6.7 hereto, the Broadcast Buyers represent and warrant to the Sellers, and Operating represents and warrants to the Buyers, that no Person or entity is entitled to any brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement as a result of any action taken by the representing party or any of the affiliates, officers, directors, or employees thereof. Each party shall be solely and exclusively responsible for all commissions, finders' fees, or other compensation claimed by any Person or entity claiming to have dealt with or for such party. The Sellers shall be responsible for and shall pay all fees due to Bergner & Co.

6.8 Sales and Other Taxes. Operating, on the one hand, and the Broadcast Buyers, on the other hand, shall each pay one half of all sales taxes, transfer taxes, and intangibles taxes and similar government charges, filing fees, and recording and registration fees applicable to the transactions contemplated by this Agreement, including, without limitation, all taxes and similar charges, if any, payable upon the transfer of title to any Purchased Assets. The foregoing shall not apply to taxes, governmental charges, or fees incurred upon the granting or recording of mortgages or deeds of trust by the Broadcast Buyers to the Broadcast Buyers' lenders, which shall be the responsibility of the Broadcast Buyers. The Broadcast Buyers and Operating will cooperate to prepare and file with the proper public

officials, as and to the extent necessary, all appropriate sales tax exemption certificates or similar instruments as may be necessary to avoid the imposition of sales, transfer, and similar taxes on the transfer of Purchased Assets pursuant hereto. The provisions of this Section 6.8 shall not apply to filing and grant fees associated with the Assignment Application. The payment of such fees shall be governed by Section 3.2(b) hereof.

6.9 No Shop. The Sellers agree that from and after the date hereof and until the termination of this Agreement, they will not sell, transfer, or otherwise dispose of any direct or indirect interest in any assets (except for dispositions of assets in the ordinary course of business as expressly permitted elsewhere in this Agreement) of the Sellers to be included in the Purchased Assets (or any rights in any such assets), and will not respond to inquiries or proposals, or enter into or pursue any discussions, or enter into any agreements (oral or written), with respect to the sale, lease or other disposition of all or any portion of the Purchased Assets. The provisions of this Section 6.9 shall not be deemed to limit or negate any other obligations of the Sellers under this Agreement. The provisions of this Section 6.9 shall not be deemed to apply to the sale or transfer of any equity interests in the Sellers or parent of any Seller.

6.10 Preservation of Business. During the period from the date of this Agreement to the Closing Date, Operating shall use its commercially reasonable efforts to preserve intact the goodwill and staff of Operating relative to the Stations, and the relationships of Operating with advertisers, customers, suppliers, employees, contracting parties, governmental authorities and others having business relations with Operating relative to the Stations.

6.11 Satisfaction of Liens. At the Closing, Operating shall cause all Liens other than Permitted Liens on or relating to any of the Purchased Assets to be released, extinguished, and discharged in full and shall deliver to the Broadcast Buyers instruments releasing, extinguishing, and discharging all such Liens, and all rights and claims of any holder(s) of any of such Liens with respect to any of the Purchased Assets, all in such form and substance as the Broadcast Buyers shall reasonably require (collectively the "Lien Release Instruments").

6.12 Nonsolicitation. For a period of one (1) year from the Closing Date, none of the Sellers shall or shall permit any Person directly or indirectly (alone or together with others) controlled by any of them to, without the express prior written consent of the Broadcast Buyers, directly or indirectly employ or attempt to employ or knowingly arrange or solicit to have any other Person employ any of the Transferred Employees.

6.13 COBRA. The Broadcast Buyers shall provide continuation healthcare coverage in accordance with the health care coverage continuation provisions of COBRA (contained in Sections 601 through 608 of ERISA and section 4980 of the Code), with regard to all employees at any of the Stations terminated either prior to, in connection with, or after the transactions contemplated by this Agreement, including any former employee identified on Schedule 6.13 hereto currently receiving such continuation healthcare coverage from Operating.

6.14 Employment Offers. Prior to Closing, each of Wilks Broadcast Reno and Wilks Broadcast Lubbock shall deliver to Operating in writing a list which sets forth the names of all of Operating's employees relating to the Reno Stations and the Lubbock Stations to whom either Wilks Broadcast Reno or Wilks Broadcast Lubbock, respectively, will offer employment as of the Closing Date. Each Broadcast Buyer agrees, pursuant to this Section 6.14, as applicable, to hire at least 85% of the employees currently employed at the Stations to be transferred to it pursuant to this Agreement. The Broadcast Buyers agree to offer such employees the same base salary as such employees are currently earning. The applicable Broadcast Buyer offering employment to such employees following the Closing, shall provide all such employees who accept an offer of employment with such Broadcast Buyer (all of

those employees who accept such offer of employment being referred to herein as "Transferred Employees") with the employee benefit plans and programs that such Broadcast Buyer provides generally to similarly situated employees of such Broadcast Buyer. The Broadcast Buyers may modify, alter or terminate any of the terms and conditions of employment of the Transferred Employees. Nothing in this Agreement shall prevent the Broadcast Buyers from terminating the employment of any Transferred Employees at any time after the Closing Date. Operating agrees to reimburse the applicable Broadcast Buyer for up to two weeks of severance pay that such Broadcast Buyer incurs, and any other severance or termination payment that such Broadcast Buyer is required to make under applicable state or local law, upon the termination of any Transferred Employee terminated within 60 days after the Closing Date.

6.15 Real Property. At the Closing, Operating shall deliver to each applicable Broadcast Buyer a special warranty deed for each parcel of the owned Real Property in form customary in each state where such real property is located, as applicable, conveying good and marketable fee simple title, free and clear of all Liens, except for the Permitted Liens and those acceptable to such Broadcast Buyer in its sole but reasonable discretion (the "Warranty Deed(s)").

6.16 Barter Agreements. With respect to the Lubbock Stations and the Reno Stations, Operating hereby covenants to cause there to be not more than a \$20,000 net barter balance under all Advertising Contracts which obligates it to provide advertising time on any of such Stations for consideration other than cash as of the Closing Date.

6.17 Environmental Audits. Prior to Closing, the Broadcast Buyers may, at the Broadcast Buyers' expense, perform a Phase I environmental audit of each of the Real Property sites.

6.18 Public Announcements. Neither party shall make a public announcement or issue a press release in connection with the transaction contemplated hereunder, without the express prior written consent from the other party, such consent not to be unreasonably withheld; provided, however, that the party to whom any request for consent is made shall respond to any request by the requesting party for such consent within one (1) business day; and in no event shall any party hereto be precluded (with or without the consent of the other party) from making any public announcements as are required by law.

6.19 Title Policies. The Broadcast Buyers shall use all reasonable efforts, and Operating shall cooperate with the Broadcast Buyers and the Broadcast Buyers' title insurance company (so long as such company is First American Title Insurance Company), to obtain the Title Policies referred to in Section 7.1(j) hereof, and the Broadcast Buyers shall pay the premium and all costs in connection therewith.

6.20 KBTE Acquisition.

(a) On or about July 1, 2005, the Sellers shall assign all of their rights under the KBTE Purchase Agreement to Wilks Broadcast Lubbock and Wilks License Lubbock. Such assignment shall state that all responsibility for payment of the purchase price under the KBTE Purchase Agreement shall remain solely with the Sellers. The assignment shall be acknowledged by the KBTE Seller. The parties agree that, as a result of such transfer, the assignment application to be made pursuant to Section 3.2 of the KBTE Purchase Agreement shall authorize the transfer of the Commission Authorization(s) for KBTE from the KBTE Seller to Wilks License Lubbock (the "KBTE Assignment Application"). As between Operating and the Buyers, Operating shall be responsible for all filing fees and grant fees imposed in connection with the KBTE Assignment Application. Upon satisfaction of all of the conditions to closing in the KBTE Purchase Agreement, (i) Operating shall pay to the KBTE Seller the purchase price required to be paid to the KBTE Seller pursuant to the KBTE Purchase Agreement, (ii) Wilks Broadcast Lubbock and Wilks License Lubbock shall provide to the KBTE Seller the closing

deliveries required by Section 8.3(b), (c) and (d) of the KBTE Purchase Agreement, and (iii) the Commission Authorization(s) for KBTE shall be transferred to Wilks License Lubbock (the "KBTE Closing"). If at any time following the date hereof and prior to the KBTE Closing, Operating shall obtain Knowledge that any of the representations or warranties made in the KBTE Purchase Agreement were not true and correct when made, or have, since the date thereof, become untrue or incorrect, or that the parties thereto have failed to comply with their respective obligations thereunder, it shall provide notice thereof to the Buyers.

(b) Simultaneously with the KBTE Closing, in the event that the Closing of the transactions contemplated by this Agreement has not occurred or does not occur simultaneously therewith, Wilks License Lubbock, Wilks Broadcast Lubbock and Operating shall enter into the Local Marketing Agreement for KBTE attached hereto as Exhibit D pending the Closing of the transactions contemplated by this Agreement (the "Pre-Closing KBTE LMA"). In connection with the Pre-Closing KBTE LMA, Wilks Broadcast Lubbock shall be permitted to offer employment to, and to hire, two employees of Operating to serve as the general manager and the engineer of KBTE during the term of the Pre-Closing KBTE LMA.

(c) If the KBTE Closing occurs and this Agreement is subsequently terminated for any reason, Wilks License Lubbock and Wilks Broadcast Lubbock agree to (i) transfer the Commission Authorization(s) for KBTE to NM Licensing (or its designee) for no consideration and (ii) permit Operating to (and Operating shall) offer employment to, and to rehire, any employee transferred by Operating to Wilks Broadcast Lubbock pursuant to Section 6.20(b) above. In such an event, the Sellers, Wilks License Lubbock and Wilks Broadcast Lubbock agree to use their commercially reasonable efforts, at the sole cost and expense of Operating, to prepare and file with the FCC an application for the assignment of the Commission Authorization(s) for KBTE from Wilks License Lubbock to NM Licensing (or its designee) (together with any additional applications contemplated below, the "KBTE Rescission Application"). The initial KBTE Rescission Application shall be made within five (5) business days of the termination of this Agreement. In the event any KBTE Rescission Application is not approved by the FCC, the Sellers shall be entitled to name another designee to receive the Commission Authorization(s) for KBTE, and the Sellers, Wilks Broadcast Lubbock and Wilks License Lubbock shall use their commercially reasonable efforts, at the sole cost and expense of Operating, to prepare and file with the FCC another application for the assignment of the Commission Authorization(s) for KBTE from Wilks License Lubbock to such subsequent designee or other designees until such time as the KBTE Rescission Application is approved and the Commission Authorization(s) for KBTE are transferred to NM Licensing or to one of its designees. All filing fees and grant fees imposed in respect of the KBTE Rescission Application shall be paid by Operating. The Commission Authorization(s) for KBTE shall be transferred to NM Licensing (or its designee) upon approval of the KBTE Rescission Application by the FCC. The provisions of this Section 6.20(c) shall survive any termination of this Agreement and shall remain in force and effect until NM Licensing (or its designee) shall have received the KBTE Commission Authorizations(s).

6.21 WARN Act. The Broadcast Buyers shall be responsible for liabilities and obligations under the United States Federal Worker Adjustment and Retraining Act of 1988, any successor United States federal law, and any applicable federal or state plant closing notification laws with respect to a layoff or plant closing relating to the Stations that occurs on or after the Closing Date. Operating shall be responsible for such liabilities and obligations with respect to a layoff or plant closing occurring prior to the Closing.

6.22 Noncompetition. For a period of one (1) year following the Closing Date, none of the Sellers, nor NextMedia Group, Inc. or any of its direct or indirect subsidiaries, shall, directly or indirectly, engage or participate in a Competing Business, or own, manage, operate, assist, advise, control, invest in

or acquire any equity interest in any Person or other business enterprise engaged in a Competing Business. For purposes of this Agreement, a "Competing Business" shall mean any business, whether in corporate, proprietorship or partnership form or otherwise, which is engaged in radio broadcasting in the Reno, Nevada or Lubbock, Texas markets, as defined by Aribtron.

ARTICLE 7 CLOSING CONDITIONS

7.1 Conditions Precedent to the Obligations of the Buyers. The obligations of the Buyers under this Agreement to consummate the transactions contemplated hereby are subject to the satisfaction at or prior to Closing of each of the following conditions all of which may be waived, in whole or in part, by the Buyers for purposes of consummating such transactions, but without prejudice to any other right or remedy which the Buyers may have hereunder as a result of any misrepresentation by or breach of any covenant or warranty of the Sellers contained herein or any other certificate or instrument furnished by or on behalf of the Sellers hereunder:

(a) no action, suit, or proceeding shall have been instituted against any of the Sellers or against any of the Buyers by, in or before any court, tribunal, or governmental body or agency, and be unresolved, and no order shall have been issued, to restrain, prevent, enjoin, or prohibit, or to obtain substantial damages by reason of, any of the transactions contemplated hereby;

(b) the representations and warranties of Operating contained in this Agreement, shall be true and correct when made, and shall also be true and correct at the time of Closing with the same force and effect as though such representations and warranties were made at that time in each case as if none of such representations and warranties contained any qualifications as to materiality, Knowledge or absence of Material Adverse Effect; provided, however, this condition shall be deemed satisfied if all breaches of representations and warranties after giving effect to the foregoing do not individually or in the aggregate have a Material Adverse Effect;

(c) each covenant, agreement, and obligation required by the terms of this Agreement to be complied with and performed by the Sellers, at or prior to the Closing shall have been duly and properly complied with and performed in all material respects, and the Sellers shall deliver a certificate dated as of the Closing Date certifying to the fulfillment of this condition and the condition set forth under Section 7.1(b) above;

(d) the Sellers shall have delivered to the Buyers all of the Closing Documents specified in Section 8.2, all of which documents shall be dated as of the Closing Date, duly executed, in a form customary in transactions of this type and reasonably acceptable to the Buyers;

(e) the transactions contemplated by the KBTE Purchase Agreement shall have been consummated and a Final Order shall have been issued by the FCC approving the assignment of the Commission Authorization(s) for KBTE to Wilks License Lubbock;

(f) the Initial Order shall have been granted, and the Initial Order shall have become a Final Order, and it shall not include any condition adverse to the Buyers, and each License Buyer shall be entitled to be the holder of the applicable Commission Authorizations and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby shall have been approved by all regulatory authorities whose approvals are required by law;

(g) all consents necessary to the assignment to the Broadcast Buyers of those Assumed Contracts listed in Schedule 7.1(g) hereto shall have been obtained, and there shall have been

delivered to the Broadcast Buyers executed counterparts reasonably satisfactory in form and substance to the Broadcast Buyers of such consents;

(h) there shall have been no material adverse change in the assets, liabilities, business, results of operations or financial condition of the Stations since April 30, 2005, taken as a whole, other than changes affecting the general economy or affecting similar radio companies in a like manner;

(i) the Buyers shall have received an opinion of Sellers' counsel, Weil Gotshal & Manges LLP, and the Sellers' special communications counsel, Leibowitz & Associates, P.A., dated the Closing Date, each addressed to the Buyers (and the Buyers' lenders if so requested by the Buyers) in substantially the forms attached hereto as Exhibit E-1 and E-2;

(j) Provided the Broadcast Buyers have complied with the provisions of Section 6.19 hereof, the Broadcast Buyers shall have received a ALTA fee owner's title insurance policy (TLTA fee owner's title insurance policy as to real estate located in the state of Texas), issued by First American Title Insurance Company or another nationally recognized title company reasonably acceptable to the Broadcast Buyers (the "Title Company") for the Real Property (individually, the "Title Policy" and collectively, the "Title Policies"), insuring good and marketable title, free and clear of all Liens (except for the Title Company's standard printed exceptions, the Permitted Liens and those otherwise reasonably acceptable to the Broadcast Buyers), in amounts consistent with the value of the Real Property as set forth in the Allocation Schedule; and

(k) the Broadcast Buyers shall have received from Operating for each Real Property Lease, an assignment of Operating's right, title and interest under such Real Property Lease, said assignment duly executed by Operating and in form reasonably acceptable to the Broadcast Buyers together with the written consent, if required by the terms of a Real Property Lease, and estoppel agreement, of the landlord, in form and substance reasonably required by Broadcast Buyers and Broadcast Buyers' institutional lenders, with respect to such Real Property Lease and lease assignment, and consenting to the assignment to the applicable Broadcast Buyer, of Operating's rights and obligations under such Real Property Lease, and acknowledging the rights and interests and the security interests in Broadcast Buyers' assets and properties of Broadcast Buyers' lenders, and waiving or subordinating any liens with respect thereto, and consenting to the applicable Broadcast Buyer granting leasehold mortgages, leasehold deeds of trust, and/or collateral assignments of lease to its lenders with respect thereto.

7.2 Sellers' Conditions Precedent. The obligations of the Sellers under this Agreement to consummate the transactions contemplated hereby are subject to the satisfaction, at or prior to Closing, of each of the following conditions, all of which may be waived, in whole or in part, by the Sellers for purposes of consummating such transactions, but without prejudice to any other right or remedy which the Sellers may have hereunder as a result of any misrepresentation by or breach of any covenant or warranty of the Buyers contained herein or any other certificate or instrument furnished by or on behalf of the Buyers hereunder:

(a) no action, suit, or proceeding shall have been instituted against the Sellers or against any of the Buyers by, in or before any court, tribunal, or governmental body or agency, and be unresolved, and no order shall have been issued, to restrain, prevent, enjoin, or prohibit, or to obtain substantial damages by reason of, any of the transactions contemplated hereby;

(b) the representations and warranties of the Broadcast Buyers contained in this Agreement shall be true and correct in all material respects when made and shall also be true and correct in all material respects at the time of the Closing with the same force and effect as though such representations and warranties were made at that time;

(c) each covenant, agreement, and obligation required by the terms of this Agreement to be complied with and performed by the Buyers at or prior to the Closing shall have been duly and properly complied with and performed in all material respects, and the Buyers shall deliver a certificate dated as of the Closing Date certifying to the fulfillment of this condition and the condition set forth under Section 7.2(b) above;

(d) the Buyers shall have delivered to the Sellers all of the Closing Documents specified in Section 8.3, all of which documents shall be dated as of the Closing Date, duly executed, in a form customary in transactions of this type and reasonably acceptable to the Sellers; and

(e) the Initial Order shall have been granted and such Initial Order shall have become a Final Order, and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby shall have been approved by all regulatory authorities whose approvals are required by law.

ARTICLE 8 CLOSING; DELIVERIES

8.1 Closing.

(a) The closing under this Agreement (the "Closing") shall take place at the offices of the Buyers' counsel, at 10:00 a.m., local time, on the fifth (5th) business day after the Initial Order becomes a Final Order, provided that all other conditions to Closing have been met, or such other date, place, or time as the parties hereto shall mutually agree upon. The parties agree, that if agreement is reached on any prorations that may be necessary or appropriate, the Closing Date may be delayed until the end of a calendar month. The Closing shall be effective as of 12:00 a.m. on the Closing Date.

(b) All proceedings to be taken and all documents to be executed and delivered by the parties at the Closing shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed taken nor any documents executed or delivered until all have been taken, executed and delivered.

8.2 Sellers' Deliveries. At the Closing, the Sellers shall deliver to the Buyers:

(a) a Bill of Sale, in the form attached hereto as Exhibit F, duly executed by Operating;

(b) written instructions to the Escrow Agent instructing the Escrow Agent to return the Letter of Credit to the Broadcast Buyers;

(c) the Assignment and Assumption Agreements, duly executed by Operating or NM Licensing, as applicable;

(d) all Assumed Contracts and FCC Logs;

(e) copies of the resolutions of the board of directors of Operating and the board of managers of NM Licensing authorizing the execution and delivery of this Agreement and each exhibit hereto, and the consummation of the transactions contemplated hereby and thereby, certified by the Secretary of each of Operating and NM Licensing;

(f) certificates of good standing with respect to each of the Sellers, each issued as of a recent date by the Secretary of State of the State of Delaware;

(g) all Lien Release Instruments;

(h) such other good and sufficient instruments of conveyance, assignment, and transfer, as the Buyers shall reasonably require, each in form and substance reasonably required by the Buyers, and as shall be effective to vest in the Buyers title to the Purchased Assets as contemplated by this Agreement;

(i) a Warranty Deed with respect to each parcel of owned Real Property duly executed by Operating;

(j) all required real estate transfer declaration or exemption certificates and any other documents as may be otherwise necessary or appropriate to transfer title of the owned Real Property;

(k) an affidavit of Operating, stating, under penalty of perjury, Operating's United States taxpayer identification number and that Operating is not a foreign Person, in the form required by Section 1445(b)(2) of the Code and the Treasury Regulations thereunder; and

(l) all other documents required by the terms of this Agreement to be executed and delivered by any of the Sellers to the Buyers at the Closing.

8.3 Buyers' Deliveries. At the Closing, the Buyers will deliver:

(a) the Purchase Price required to be paid pursuant to Sections 2.3 and 2.4 hereof;

(b) to the Escrow Agent, written instructions instructing the Escrow Agent to return the Letter of Credit to the Broadcast Buyers;

(c) the Assignment and Assumption Agreements, duly executed by the applicable Buyer;

(d) certificates of good standing with respect to each of the Buyers, each issued as of a recent date by the Secretary of State of Delaware;

(e) copies of all necessary limited liability company resolutions of the Buyers authorizing the execution and delivery of this Agreement and each exhibit hereto and the consummation of the transactions contemplated hereby and thereby, certified by an officer of each Buyer; and

(f) all other documents required by the terms of this Agreement to be delivered to the Sellers at the Closing.

8.4 Further Assurances. At any time and from time to time after the Closing, at the Buyers' request, and without further consideration, the Sellers will execute and deliver such other instruments of sale, transfer, conveyance, assignment, and confirmation, and take such actions, as the Buyers may reasonably deem necessary to transfer, convey, and assign to the Buyers, and to confirm the Buyers' title to, all of the Purchased Assets, and to put the Buyers in actual possession and operating control thereof.

ARTICLE 9 SPECIFIC PERFORMANCE

The Sellers agree that the Purchased Assets include unique property that cannot be readily obtained on the open market and that the Buyers will be irreparably injured if the Closing under this Agreement does not occur as provided herein. Therefore, the Buyers shall have the right specifically to enforce the performance of the Sellers' obligations under this Agreement to effect the Closing without the necessity of posting any bond or other security, and the Sellers hereby waive the defense in any such suit that the Buyers have an adequate remedy at law and agree not to interpose any opposition, legal, or otherwise, as to the propriety of specific performance as a remedy. If the Closing shall not occur in accordance with the terms of this Agreement, the remedy of specific enforcement in accordance with this Article 9 shall not be exclusive of any other rights and remedies which the Buyers may otherwise have under this Agreement, all of which rights and remedies shall be cumulative.

ARTICLE 10 TERMINATION

10.1 Termination. This Agreement may be terminated at any time prior to Closing as follows:

- (a) by mutual written consent of the Buyers and the Sellers;
- (b) by written notice from a party that is not then in material breach of this Agreement if the other party has continued in material breach of this Agreement for thirty (30) days after written notice of such breach from the terminating party is received by the other party and such breach is not cured by the earlier of (i) the last day of such 30-day period or (ii) the fifth (5th) business day after the Initial Order has been granted (the "Cure Period"); provided, however, that (x) if such breach cannot be reasonably cured within such 30-day period but can be cured before the fifth (5th) business day after the Initial Order has been granted, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the fifth (5th) business day after the Initial Order has been granted and (y) none of the Sellers shall be deemed to be in material breach of this Agreement for purposes of this Article 10 if such breach does not entitle the Buyers to elect not to consummate the transactions contemplated hereby by reason of the failure of the conditions set forth in Sections 7.1(b) or 7.1(c) hereof;
- (c) as provided in Section 3.4;
- (d) as provided in Section 6.5;
- (e) by written notice of a party to the other party if the Closing shall not have been consummated on or before the last day of the eighteen (18) month period following the date of this Agreement, provided that such notifying party is not then in material breach or default; or
- (f) as provided in Article 12.

10.2 Effect of Termination.

(a) If this Agreement is terminated prior to Closing by either the Sellers or the Buyers for any reason other than pursuant to Section 10.1(b), no party to this Agreement shall have any liability to any other party to this Agreement, and this Agreement shall be deemed null and void and of no further force and effect (except for the provisions of Section 6.20(c) and Section 13.5, which shall survive termination). Nothing contained herein should be deemed to negate or limit the Sellers' or any of their affiliates' rights or any obligations of the Buyers or any of their affiliates under that certain letter agreement, dated as of February 22, 2005, by and between Wilks Broadcast Group LLC and NextMedia Group, Inc. (the "Confidentiality Agreement"). The Confidentiality Agreement shall remain in full force and effect in accordance with its terms.

(b) If this Agreement is terminated prior to Closing by the Buyers pursuant to Section 10.1(b) of this Agreement, or if the Closing does not otherwise occur, the Buyers shall have, as their sole and exclusive remedy, the right to seek only the actual damages they have suffered by reason of the Sellers' breach of this Agreement, provided that, and the Buyers hereby acknowledge and agree that, the maximum aggregate liability of the Sellers resulting from the failure of any or both of the Sellers to comply with any or all of the provisions of, or otherwise arising out of, this Agreement, shall not exceed \$7,150,000, in the aggregate, plus an amount equal to the reasonable attorney's fees actually incurred by the Buyers in enforcing their rights under this Section 10.2(b).

10.3 Liquidated Damages. If the Sellers terminate this Agreement prior to Closing pursuant to Section 10.1(b) hereof, or if the Closing shall not otherwise occur and any of the Buyers shall have breached any of its respective obligations or representations or warranties under this Agreement, then the Buyers shall cause the Escrow Agent to draw on the Letter of Credit and remit to the Sellers the entire proceeds of such draw. The Buyers shall, in addition, promptly pay to the Sellers the reasonable attorney's fees actually incurred by the Sellers in enforcing their rights under this Agreement. Recovery of the sum of \$3,400,000 (whether recovered by the Sellers from the drawing of the Letter of Credit or otherwise) plus recovery of attorney's fees as aforesaid shall be the sole and exclusive right and remedy of the Sellers in the event of any breach or default by the Buyers under, or otherwise in respect of, this Agreement and constitute liquidated damages in such amount. It is understood and agreed that such liquidated damages amount represents the Buyers' and the Sellers' reasonable estimate of actual damages and does not constitute a penalty. The Buyers agree to promptly provide the Escrow Agent with written notice directing it to draw on the Letter of Credit and deliver the proceeds thereof to the Sellers as herein provided. Nothing contained herein shall impede NM Licensing's right to receive the KBTE Commission Authorizations pursuant to Section 6.20(c) hereof.

ARTICLE 11 INDEMNIFICATION

11.1 Obligation to Indemnify.

(a) Following the Closing, and subject to the limitations set forth in this Article 11, the Broadcast Buyers hereby agree to save, indemnify and hold harmless the Sellers from and against, and shall on demand reimburse the Sellers for all loss, liability, claim, damage, deficiency, injury and all costs and expenses (including all attorney fees and other defense costs) (collectively "Losses") suffered by the Sellers or incurred in respect of any failure by the Buyers to comply with the Assignment and Assumption Agreements; or any misrepresentation or breach of warranty by the Buyers or nonfulfillment of any covenant or agreement to be performed or complied with by the Buyers under this Agreement or in any Closing Documents executed by any of the Buyers and delivered to the Sellers pursuant to or in connection with this Agreement.

(b) Following the Closing, and subject to the limitations set forth in this Article 11, Operating hereby agrees to save, indemnify, and hold harmless the Buyers from, against and in respect of, and shall on demand reimburse the Buyers for all Losses suffered or incurred by the Buyers in respect of any misrepresentation, breach of warranty, or nonfulfillment of any covenant or agreement to be performed or complied with by the Sellers under this Agreement or any Closing Documents executed by the Sellers and delivered to any of the Buyers pursuant to or in connection with this Agreement and in respect of the Excluded Liabilities.

11.2 Survival and Other Matters.

(a) The indemnities, covenants, and agreements of each of the parties hereto shall survive the Closing for five (5) years, except that the representations and warranties (and all indemnities in respect thereof) shall survive for one (1) year, except that the representations and warranties made in Sections 4.2 (Authority), 4.7 (the first two sentences only) (Title to Assets), 4.13 (Environmental Matters), 4.17 (Taxes), 5.2 (Authority of the Buyers) and 6.7 (Brokerage or Finder's Fee) all shall survive for five (5) years, and any claim for indemnification must be made in writing and received by the Indemnifying Parties prior to such time.

(b) Anything to the contrary in this Agreement notwithstanding, the Broadcast Buyers shall be solely and exclusively responsible and liable for all obligations of any of the Buyers, and the License Buyers shall not have or incur any liability whatsoever, arising out of this Agreement or any of the Closing Documents or any of the transactions contemplated hereby or thereby. Furthermore, each Broadcast Buyers' liability in respect of the Assignment and Assumption Agreements shall be several and not joint and shall extend only to those obligations in fact assumed by the respective Broadcast Buyer. Anything to the contrary in this Agreement notwithstanding, except as provided in Article 9 hereof, Operating shall be solely and exclusively responsible and liable for all obligations of any of the Sellers, and NM Licensing shall not have or incur any liability whatsoever, arising out of this Agreement or any of the Closing Documents or any of the transactions contemplated hereby or thereby.

(c) Notwithstanding anything to the contrary contained in this Agreement, in no event shall Operating or the Broadcast Buyers have any liabilities under, pursuant to or in respect of this Agreement or any of the Closing Documents or any of the transactions contemplated hereby for any misrepresentation or breach of representations or warranties in excess of the Indemnification Cap, except in respect of the representations and warranties made in Sections 4.7 (the first two sentences only) (Title to Assets) and 6.7 (Brokerage or Finder's Fee), which shall not be subject to the Indemnification Cap. Notwithstanding anything herein to the contrary, in no event shall any of the Buyers on the one hand, or any of the Sellers on the other hand, be entitled to indemnification pursuant to Section 11.1 hereof for any misrepresentation or breach of representations or warranties, unless and then only to the extent that the aggregate of all Losses for which indemnification is required pursuant to Section 11.1 exceeds the Indemnification Threshold, except with respect to the representations and warranties made in Sections 4.7 (the first two sentences only) (Title to Assets) and 6.7 (Brokerage or Finder's Fee), each of which shall not be subject to the Indemnification Threshold.

(d) In the event that the Closing occurs, the sole and exclusive rights and remedies of any of the Buyers under or arising out of this Agreement and/or any of the Closing Documents and/or any of the transactions contemplated hereby or thereby (including without limitation, with respect to Environmental Liabilities) shall be as set forth in and only to the extent expressly provided for in this Article 11.

11.3 Provisions Regarding Indemnification. If, within the applicable survival period, any third party shall notify any party (the "Indemnified Party") with respect to any third party claim which may

give rise to a claim for indemnification against any other party (the "Indemnifying Party") under this Article 11, then the Indemnified Party shall notify the Indemnifying Party thereof promptly; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any liability or obligation hereunder unless (and then solely to the extent) the Indemnifying Party thereby is prejudiced. In the event any Indemnifying Party notifies the Indemnified Party within 20 days after the Indemnified Party has given notice of the matter that the Indemnifying Party is assuming the defense thereof, (a) the Indemnifying Party will defend the Indemnified Party against the matter with counsel of its choice reasonably satisfactory to the Indemnified Party, (b) the Indemnified Party may retain separate co-counsel at its sole cost and expense (except that the Indemnifying Party will be responsible for the fees and expenses of the separate co-counsel to the extent the Indemnified Party concludes reasonably that the counsel the Indemnifying Party has selected has a conflict of interest), (c) the Indemnified Party will not consent to any settlement with respect to the matter without the written consent of the Indemnifying Party (not to be withheld unreasonably), and (d) without the written consent of the Indemnified Party, the Indemnifying Party will not consent to the entry of any judgment with respect to the matter, or enter into any settlement unless the Indemnifying Party pays all amounts in full and such judgment or settlement includes a provision whereby the plaintiff or claimant in the matter releases the Indemnified Party from all liability with respect thereto.

ARTICLE 12 RISK OF LOSS

The risk of loss, damage or destruction to the Purchased Assets and/or the Real Property from fire or other casualty or cause shall be borne by Operating at all times up to the Closing. It shall be the responsibility of Operating prior to the Closing to use reasonable commercial efforts to repair or cause to be repaired and to restore the affected property to its condition prior to any such loss, damage or destruction. In the event of any such loss, damage or destruction, the proceeds of any claim for any loss payable under any insurance policy with respect thereto shall be used to repair, replace or restore any such property to its former condition subject to the conditions stated below. In the event that property reasonably required for the normal operation of any of the Stations is not repaired, replaced, or restored prior to the Closing, the Broadcast Buyers, at their sole option, and as the Broadcast Buyers' sole remedy with respect to any of the foregoing, upon written notice to Operating: (a) may elect to postpone Closing until such time as the property has been repaired, replaced, or restored, or (b) may elect to consummate the Closing and accept the property in its then condition, in which event Operating shall assign to the Broadcast Buyers all proceeds of insurance theretofore, or to be, received, covering the property involved; and if the Broadcast Buyers shall extend the time for Closing pursuant to clause (a) above, and the repairs, replacements, or restorations are not completed within sixty (60) days after the date on which Initial Order has come into existence and effect, the Broadcast Buyers may, as their sole right and remedy, terminate this Agreement by giving written notice thereof to Operating, without any party having any liability or obligation under or in respect of this Agreement.

ARTICLE 13 MISCELLANEOUS

13.1 Binding Agreement. All the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

13.2 Assignment. This Agreement and all rights of the Buyers shall be assignable by the Buyers to one or more subsidiaries or affiliates of the Buyers (so long as there is no delay in consummating the transactions contemplated hereby), prior to the Closing upon prior notice to Operating, and as collateral to lenders to the Buyers, and after the Closing may be assigned by the Buyers in any

manner they deem appropriate, in each case without the consent of Operating. This Agreement shall not be assignable by the Sellers without the prior written consent of the Broadcast Buyers. No assignment shall relieve the assigning party of its obligations hereunder.

13.3 Law To Govern. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Delaware, without regard to principles of conflict of laws.

13.4 Notices. All notices shall be in writing (including facsimile transmission) and shall be deemed to have been duly given if delivered personally, when received by facsimile communications equipment or when deposited in the mail if mailed via registered or certified mail, return receipt requested, postage prepaid to the other party hereto at the following addresses:

if to any of the Sellers, to:

NextMedia Operating, Inc.
NM Licensing LLC
6312 S. Fiddler's Green Circle, Suite 360E
Englewood, Colorado 80111
Attn: Sean Stover
Fax: (303) 694-4940

with copies to:

Weil Gotshal & Manges LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
Attn: Glenn D. West, Esq.
John E. Quattrocchi, Esq.
Fax: (214) 746-7777

if to any of the Buyers, to:

c/o Wilks Broadcast Group LLC
3775 Mansell Road
Alpharetta, Georgia 30022
Attn: Jeff Wilks
Fax: (770) 772-5103

with copies to:

The Wicks Group of Companies, L.L.C.
405 Park Avenue
New York, New York 10021
Attn: Jamie Weston
Fax: (212) 223-2109

and

Golenbock, Eiseman, Assor, Bell & Peskoe LLP
437 Madison Avenue
New York, New York 10022
Attn: Lawrence R. Haut, Esq.
Fax: (212) 754-0330

or to such other addresses as any such party may designate in writing in accordance with this Section 13.4.

13.5 Fees and Expenses. Except as expressly set forth in this Agreement, each of the parties shall pay its own fees and expenses with respect to the transactions contemplated hereby.

13.6 Entire Agreement. This Agreement, together with the Escrow Agreement and any other agreements expressly contemplated by this Agreement to be entered into in connection herewith, set forth the entire understanding of the parties hereto in respect of the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement signed by all of the parties hereto. This Agreement supersedes all prior agreements and understandings among the parties with respect to such subject matter.

13.7 Waivers. Any failure by any party to this Agreement to comply with any of its obligations hereunder may be waived by Operating in the case of a default by any of the Buyers and by the Broadcast Buyers in case of a default by the Sellers. No waiver shall be effective unless in writing and signed by the party granting such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

13.8 Severability. Any provision of this Agreement which is rendered unenforceable by a court of competent jurisdiction shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective any or all of the remaining provisions of this Agreement.

13.9 No Third-Party Beneficiaries. Nothing herein, express or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or legal entity, other than the parties hereto, any rights, remedies or other benefits under or by reason of this Agreement or any documents executed in connection with this Agreement.

13.10 Affiliate. For purposes of this Agreement, the term "affiliate" when used with respect to any Person, shall mean any Person which directly or indirectly, alone or together with others, controls, is controlled by or is under common control with such Person.

13.11 Drafting. No party shall be deemed to have drafted this Agreement but rather this Agreement is a collaborative effort of the undersigned parties and their attorneys. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

13.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.


13.13 Headings. The Section and paragraph headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said Sections and paragraphs.

13.14 Use of Terms. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the words "include" or "including" in this Agreement shall be by way of example rather than by limitation. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof. Unless otherwise indicated, reference in this Agreement to a "Section" or Article" means a Section or Article, as applicable, of this Agreement. When used in this Agreement, words such as "herein", "hereinafter", "hereof", "hereto", and "hereunder" shall refer to this Agreement as a whole, unless the context clearly requires otherwise. The use of the words "or," "either" and "any" shall not be exclusive.


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

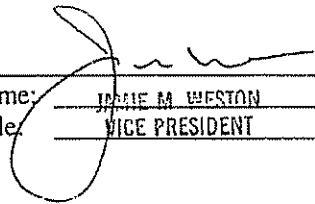
NEXTMEDIA OPERATING, INC.

By: 
Name: Sean R. Stover
Title: Sr. Vice President

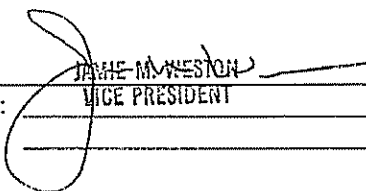
NM LICENSING LLC

By: 
Name: Sean R. Stover
Title: Vice President

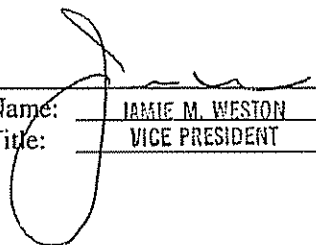
WILKS BROADCAST-RENO LLC

By: 
Name: JAMIE M. WESTON
Title: VICE PRESIDENT

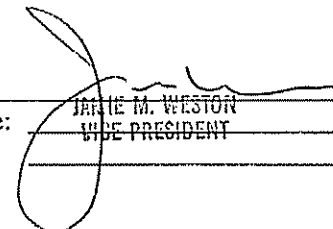
WILKS LICENSE COMPANY-RENO LLC

By: 
Name: JAMIE M. WESTON
Title: VICE PRESIDENT

WILKS BROADCAST-LUBBOCK LLC

By: 
Name: JAMIE M. WESTON
Title: VICE PRESIDENT

WILKS LICENSE COMPANY-LUBBOCK LLC

By: 
Name: JAMIE M. WESTON
Title: VICE PRESIDENT