

[Date]

Seguin Media Group, L.P.
c/o Alamo Title Company
107 S. River Street
Seguin, Texas 78155

Ladies and Gentlemen:

This opinion letter is provided to you pursuant to Section 5.2(e) of that certain Asset Purchase Agreement (the "Agreement") dated November ____, 2001 by and between Pinwheel, Inc. d/b/a Pinwheel Communications Company ("Seller") and Seguin Media Group, Ltd. ("Buyer"), with respect to the purchase and sale of radio broadcast station KWED (AM), Seguin, Texas ("Station") and certain property associated with the Station. All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

I am an attorney in good standing licensed to practice law in the state of Texas, and am delivering this opinion after making such examinations and reviews as I have deemed necessary.

I am of the following opinions:

1. Seller holds the Federal Communications Commission ("FCC") Authorizations for the Station listed on Schedule 1.3 to the Agreement, and these Authorizations are in full force and effect;
2. The FCC has granted its consent to the assignment of the FCC Authorizations from Seller to Buyer without imposition of conditions outside the ordinary course. The FCC's consent is in full force and effect. The time within which any party in interest other than the FCC may seek administrative or judicial reconsideration or review, and the time within which the FCC may review its consent on its own motion, has expired and the FCC has not undertaken such review;
3. There is not issued, outstanding, pending or, to my knowledge, threatened, any notice of violation, order to show cause, complaint, or investigation by or before the FCC directed against Seller, the Station or the FCC Authorizations, nor is there any proceeding by or before the FCC that is reasonably likely to materially adversely affect the Seller, FCC Authorizations or the Station other than proceedings of general applicability to this segment of the radio broadcasting industry;

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4. All conditions precedent to Buyer's obligations to close listed in Section 13 of the Agreement are fully satisfied.

Very truly yours,

By: _____
Bennie Bock, Esq.