

AGREEMENT FOR CONVEYANCE OF STOCK

9th day of May 2007, by and between James E. Martin, Jr., an individual and resident of the State of Florida ("Transferor") and Patricia S. Woods, also an individual and resident of the State of Florida ("Transferee").

WITNESSETH

WHEREAS, there is an existence a certain Florida corporation known as InterMart Broadcasting Twin Falls, Inc. (the "Corporation"); and,

WHEREAS, the Corporation holds the license, issued by the Federal Communications Commission ("FCC"), for the operation of FM Broadcast Station KSNQ, Facility ID No. 87843, Twin Falls, Idaho (the "Station"); and,

WHEREAS, Transferor owns fifty (50) shares of the issued and outstanding voting stock of the Corporation, constituting 50% of all the issued and outstanding stock of the Corporation; and,

WHEREAS, Transferee, in her positions as Vice President, Treasurer and Secretary of the Corporation, has served the Corporation and its stockholders in the development and operations of the Station, and as a stockholder would provide a continuum of service and expertise to the Corporation; and

WHEREAS, Transferor desires to convey all of his stock in the Corporation to the Transferee; and,

WHEREAS, such conveyance requires the prior consent of the FCC; and,

WHEREAS, Transferor's stock is subject to a certain Pledge Agreement (the "Pledge Agreement"), made and entered into on August 20, 1999, by and between the Transferor, Clarence A. Griffin, and Citicasters Co., an Ohio corporation (hereinafter referred to as "Citicasters"), and Citicasters has confirmed that it would consent under the Pledge Agreement to the conveyance contemplated herein provided that the Transferee, at the time of transfer, becomes a party to the Pledge Agreement in lieu of the Transferor; and,

WHEREAS, InterMart and Citicasters are subject to a certain Right of First Refusal and Put Agreement dated as of August 20, 1999, as amended up through Amendment No. 4 dated December 31, 2003 (collectively, the "RFR"), and Citicasters has confirmed that it would consent under the RFR to the conveyance contemplated herein provided that the Transferee, at the time of transfer, becomes a party to the RFR in lieu of the Transferor; and,

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, it is AGREED as follows:

1. **Conveyance of Stock.** Subject to the prior consent of the FCC, and subject to the concurrent execution by Transferee of documentation making the Transferee a party to the Pledge Agreement and RFR in lieu of Transferor, Transferor hereby agrees to convey all his stock in the Corporation to Transferee. Transferor and Transferee will promptly file an application for FCC consent to such conveyance of stock. The parties will vigorously prosecute said application and do all things necessary and/or appropriate to obtain a grant thereof.

2. **Consideration.** The consideration for the conveyance of the aforesaid stock shall be the sum of Twenty Thousand Nine Hundred Fifty Dollars (\$20,950.00), payable at the closing, as hereinafter defined, in the form of a promissory note, executed by Transferee in favor of Transferor, and satisfactory in the form and substance to Transferor.

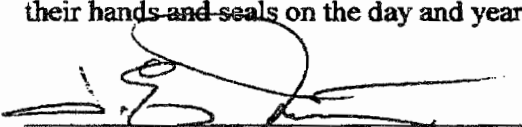
3. **Closing.** Within ten (10) days after the day when the FCC issues its consent to the transaction contemplated by this Agreement, a Closing shall take place at the offices of the Corporation, in Cape Coral, Florida. At the Closing, the Transferee will convey the consideration to the Transferor and the Transferor will take all actions necessary to convey his stock to the Transferee, and to evidence such conveyance on the books of the Corporation.

4. **Pledge Agreement and RFR.** In addition to execution by Transferee at Closing of documentation making the Transferee a party to the Pledge Agreement and RFR in lieu of Transferor, following the conveyance of the stock from the Transferor to the Transferee, the Transferee shall perform all of the Transferor's obligations under the Pledge Agreement and RFR and hold Transferor harmless from any liabilities or obligations under the Pledge Agreement and RFR.

5. **Florida Contract.** This Agreement is a Florida Contract and shall be construed and interpreted in accordance with the laws of that state, other than laws relating to conflict of laws.

6. **Counterparts.** This Agreement may be executed in counterpart and/or by facsimile signature and, when so executed, the counterparts, taken together, shall constitute a binding agreement.

WHEREFORE, the premises considered, the parties to this Agreement have set their hands and seals on the day and year above-written.



JAMES E. MARTIN, JR.
Transferor

PATRICIA S. WOODS
Transferee

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