

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement, made this the 13 day of February, 2006, is by and between Ole Brook Broadcasting, Inc., a Mississippi corporation ("Seller"), and Wayne Dowdy, individually and Brookhaven Broadcasting, Inc., ("Buyer").

The Seller is the Licensee of radio stations WBKN (FM) Brookhaven, Mississippi, WMJU (FM), Bude, Mississippi, and the Buyers Guide, published in Brookhaven, Mississippi.

Seller and Buyer have agreed that Seller will sell and Buyer will buy all assets used in connection with the operation of the stations and the Buyers Guide, on the terms and subject to the conditions set forth in this Agreement.

CLOSING OF THIS TRANSACTION

The closing of this transaction shall take place within fifteen (15) business days after approval has been received from the Federal Communications Commission for the transfer of the radio stations from Seller to Buyer.

ASSETS TO BE CONVEYED

At the closing, Seller will sell, assign, transfer and convey to Buyer, and Buyer will purchase from Seller all assets used in connection with the business and operation of the stations and the Buyers Guide, including Seller's rights to all licensees, permits, and other authorizations issued to Seller by the FCC, any real property owned by the Seller (which shall be made subject to a mortgage or deed of trust to secure indebtedness owed by Buyer to Seller), the equipment, inventory and other tangible personal property of every kind and description used in the conduct and business of the stations and the Buyers Guide, and all accounts receivable. Buyer will assume liability for the accounts payable, except Seller will pay, at closing from sales proceeds, the indebtedness owed B.F. Gerald and Bogue Chitto Communications.

PURCHASE PRICE

The total consideration to be paid by Buyer for the stations and the Buyers Guide shall be One Million

Four Hundred Thousand Dollars (\$1,400,000.00).

The purchase price shall be paid as follows:

(a) Upon the execution of this Agreement, Buyer shall deposit the amount of Fifty Thousand Dollars (\$50,000.00) in cash escrow with Pike County National Bank, McComb, Mississippi, as Escrow Agent. The Escrow Deposit will be held pursuant to the Escrow Agreement of the parties. At closing, the Escrow Agent will be notified by Buyer and Seller to transfer to Seller the Escrow Amount (\$50,000.00) plus accrued interest.

(b) At closing, Buyer will pay Three Hundred Fifty Thousand Dollars (\$350,000.00) additional cash to Seller and will deliver to Seller a promissory note, personally guaranteed by Wayne Dowdy in the amount of One Million Dollars (\$1,000,000.00) (bearing interest at the rate of six percent (6%), and payable in one hundred forty-four (144) equal monthly payments of Nine Thousand Seven Hundred Fifty Dollars (\$9,750.00). Additionally, Buyer will sign and deliver a deed of trust on all real property, including the building where the stations and the Buyers Guide are operated and which building is located on 911 Highway 550, Brookhaven, Mississippi 39601, and one point eight (1.8) acres in St. Peters subdivision at the end of Second (2nd) Street. The deed of trust will secure the payment owed by Buyer to Seller until the indebtedness is paid in full. The deed of trust shall be in a form acceptable to Seller. UCC financing statements will also be delivered, at closing, by Buyer to Seller creating a lien interest in favor of Seller in all personal property used or useful in the operations of the radio stations and the Buyers Guide.

At the option of Seller, the remaining cash payment of Three Hundred Fifty Thousand Dollars (\$350,000.00) payable by Buyer to Seller at closing may be reduced by an amount owed to B.F. Gerald, presently in the approximate amount of Sixty-Five Thousand Dollars (\$65,000.00), and Bogue Chitto Communications, presently in the approximate amount of Sixty Thousand Dollars (\$60,000.00), in which event, Buyer will assume the payment of these indebtedness and will hold Seller harmless therefrom.


ASSUMPTION OF OBLIGATIONS

At the closing, Buyer shall assume and be responsible to pay tower rental due for WMJU tower site in Franklin County, Mississippi, in the monthly sum of Fifty Dollars (\$50.00) payable to James Russell; and remainder of lease payments due under WBKN tower obligation, in the approximate amount of Nine Hundred Dollars (\$900.00) per month due to Excel Leasing.

Seller will retain 2003 GMC Truck, which is specifically exempted from this transaction and shall remain the property of Seller, and Seller will hold Buyer harmless from any indebtedness owed on it.

REQUIRED CONSENTS

The assignment of the stations' licenses as contemplated by this Agreement is subject to the prior consent and approval of the FCC. No later than Fifteen (15) business days after the date of this Agreement, Buyer and Seller shall file the FCC application. Seller and Buyer shall thereafter prosecute the FCC application with all reasonable diligence and otherwise use their best efforts to obtain the grant of the FCC application as soon as possible. The costs of the application shall be paid as an expense of the Buyer.

Seller represents that it has power and authority to enter into and perform this Agreement and the ^{with} assets to be conveyed will be free and clear of liens and encumbrances, *and sold in their 'as-is' condition.* 

DOCUMENTS TO BE DELIVERED BY SELLER

At the closing, Seller shall deliver to the Buyer instruments of conveyance and transfer of real property, including office building and WBKN land, and bill of sale for personal property and equipment.

DOCUMENTS TO BE DELIVERED BY BUYER

At the closing, Buyer shall deliver to the Seller the following:

- (1) A deed of trust satisfactory to Seller giving Seller a first secured interest in all real property conveyed by Seller to Buyer; (2) UCC documents to secure debt owed by Buyer to Seller and covering all personal property of the stations and Buyers Guide; and (3) Life insurance policy insuring the life of Wayne

Dowdy, in an amount not less than the debt owed the Seller, with Seller or William T. Reynolds named as beneficiary, as their interests may appear.

FEES AND EXPENSES

Any filing fee to the FCC shall be paid by Buyer. The Buyer shall be responsible for payment of attorney's fees and other costs associated with the FCC application.

NOTICES

Any notice under this Agreement shall be in writing addressed as follows:

(a) If to Seller:


Ole Brook Broadcasting, Inc. 610 B LUNT GARDNER
~~Mr. William T. Reynolds~~ Po Box 1163
~~Post Office Box 711~~ Brookhaven MS 39602
~~Brookhaven, Mississippi 39602~~

(b) If to Buyer:

Mr. Wayne Dowdy
Post Office Box 30
Magnolia, Mississippi 39652

WITNESS OUR SIGNATURE this the 13 day of February, 2006.

OLE BROOK BROADCASTING, INC., (SELLER)

BY: 
WILLIAM T. REYNOLDS

WAYNE DOWDY, INDIVIDUALLY (BUYER)

BY: 
WAYNE DOWDY

BROOKHAVEN BROADCASTING, INC.

BY: 