

AGREEMENT

THIS AGREEMENT (the "Agreement") is dated as of August 10, 2005, and is made by and between NRC BROADCASTING, INC., a Delaware corporation ("Assignor") and SKANDIA, LLC, a Colorado limited liability company ("Assignee").

WHEREAS, Assignor holds the FM translator construction permit issued by the Federal Communications Commission (the "FCC") for station K258AS at Breckenridge, Colorado (the "Permit");

WHEREAS, Assignor desires to assign such Permit to Assignee;

WHEREAS, Assignee is in the business of operating FM translators, and desires to acquire the License from Assignor;

WHEREAS, such assignment requires the prior approval of the FCC ("FCC Consent");

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Assignor and Assignee agree as follows:

1. Agreement to Purchase and Sell. Assignor and Assignee agree that, on a business day specified by Assignee, within ten (10) business days after FCC grant of consent to an application for assignment of the Permit to Assignee (the "Closing Date"), Assignor shall sell, assign and convey to Assignee the Permit for the sum of One Dollar, to be paid by Assignee to Assignor on the Closing Date. Assignor and Assignee shall cooperate to prepare and file an application to the FCC for assignment of the Permit promptly upon execution of this Agreement, and each party shall bear its own costs with respect thereto, except that Assignor shall pay the FCC filing fees for the application. The parties shall diligently prosecute the applications.

2. Assignment. On the Closing Date, Assignor shall assign and transfer to Assignee ~~the Permit, free and clear of all liens, encumbrances, debts, security interests, mortgages, trusts,~~ claims, pledges, conditional sales agreements, charges, covenants, conditions or restrictions (collectively, "Liens") of any kind or nature whatsoever. Such assignment shall be by an instrument in form and substance reasonably satisfactory to Assignee.

3. Entire Agreement. This Agreement represents the entire agreement, and supersedes any prior agreements, between the parties with respect to the subject matter hereof.

4. Termination. This Agreement may be terminated by either party in the event the Closing Date has not occurred within one (1) year of the date hereof.

5. Warranties. Except as expressly set forth above with respect to Liens, the assignment contemplated herein is without any representation or warranty of Assignor with

respect to the Permit, express or implied.

6. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without giving effect to the conflicts of law provisions thereof. The headings in this Agreement are included for ease of reference only and shall not affect the construction of the provisions of this Agreement. This Agreement may be signed in counterparts, and each such counterpart shall constitute one and the same original Agreement.

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

NRC BROADCASTING, INC.

By: John J. Brun

SKANDIA, LLC

By: Jon M. Skilton