

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made and entered into this ____ day of June, 2002, by and between Feuer/McCord Communications, Inc., a Texas corporation ("Buyer"), and Mandujano Y Asociados, Inc., a Texas corporation ("Seller"), by and through Receiver, Roger S. Cox ("Receiver"), solely in his official capacity as Receiver and not in his individual capacity. (Buyer and Seller are sometimes hereinafter individually referred to as a "party," and collectively referred to as the "parties").

WITNESSETH:

WHEREAS, Seller is the licensee of FM broadcast station KPQZ, 100.9 MHz, Amarillo, Texas (Facility ID No. 39781) ("the Station"), pursuant to licenses issued by the Federal Communications Commission ("FCC" or "Commission"); and

WHEREAS, Seller has been in receivership since March 5, 2002 and the Station has been off the air since August 29, 2001; and

WHEREAS, Receiver is the court-appointed receiver for Seller, pursuant to an Order dated April 26, 2001 in Case No. 87,963-D in the 320th Judicial District in and for Potter County, Texas (the "Court"), and remains subject to the jurisdiction of the Court and Arts. 705(2) and 707 of the Texas Business Corporation Act; and

WHEREAS, pursuant to the order of the FCC dated June 20, 2001 (FCC File No. BTCH-20010613ADF) Receiver is lawfully entitled under FCC rules and policies to exercise control over Seller and the Station and to execute this Agreement on behalf of Seller; and

WHEREAS, Seller desires to sell and assign and Buyer desires to purchase and acquire all property and assets of Seller used or useful in the operation of the Station, including the FCC licenses and other licenses, if any; and

WHEREAS, Buyer successfully bid for the Station in a Court-directed auction and, by Agreed Order Approving Sale of Assets Free of Liens, dated May 1, 2002 in Case No. 87,963-D (the "State Court Order"), attached hereto As Exhibit G, the Court approved (subject to FCC consent) the proposed sale and assignment by Seller to Buyer of the property and assets of the Station in the receivership estate and authorized the parties to negotiate and enter into a Local Marketing Agreement ("LMA") or similar agreement; and

WHEREAS, contemporaneously herewith the parties are entering into a LMA, pursuant to which, until the Closing under this Agreement, Buyer will purchase broadcast air time on, and provide programming for, the Station, subject to the supervision and control of Receiver; and

WHEREAS, the FCC licenses issued for the operation of the Station may not be assigned to Buyer without the prior written consent of the FCC.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, representations and conditions contained herein, the parties do hereby agree as follows:

1. SALE OF ASSETS AND ASSIGNMENT OF LICENSES

On the terms and subject to the conditions of this Agreement and the State Court Order and any subsequent order issued by the Court, at Closing (as hereinafter defined) Seller shall sell, assign, transfer and convey to Buyer and Buyer shall purchase and accept from Seller all of Seller's right, title and interest in and to the following assets (the "Assets"), free and clear of all liens, security interests and encumbrances, except as specifically provided herein or in an exhibit hereto, but excluding the Excluded Assets described in Section 2 below:

A. Tangible Personalty: All fixed and tangible personal property of Seller in the receivership estate and used or useful in the operation of the Station listed in Exhibit A hereto, in an "as is, where is" condition, with no warranties as to the condition, merchantability or operability thereof.

B. Licenses and Authorizations: All licenses, permits, permissions and other authorizations of the Station as listed in Exhibit B hereto which are issued by the FCC and other governmental agencies and that are associated with the operation of the Station, and all applications for modification, extension or renewal thereof pending on the Closing Date ("the Licenses").

C. Real Property: The real property described in Exhibit C hereto, located in Section 194 A B & M Survey, North of Cherry Avenue and West of Broadway Street, Potter County, Texas, on which the Station's transmitter and tower are located, constituting approximately 32 acres, more or less, and including the transmitter building, tower and related equipment, and all easements, privileges, appurtenances, rights of way, mineral rights, if any, riparian and other water rights, if any, licenses, permits and other rights pertaining to or accruing to the benefit of such property, subject to certain easements and mineral reservations as set forth in Exhibit C-1 hereto (the "Real Property"). Seller represents and warrants to Buyer to the best of Seller's knowledge that there are no easements or mineral reservations relating to the Real Property that impair the location, use or value of any transmitter building, tower, antenna or related improvements to the Real Property that would impair or adversely impact the operation of the Station. Seller agrees to provide Buyer with a current survey of the Real Property within 45 days of the date hereof, showing all boundary lines, the location of all improvements, and the location of all easements, to the Real Property.

D. Leases: All Station leases which are in effect on the Closing Date and which are assumable, and which the parties agree are to be assumed by Buyer at Closing, as set forth in Exhibit D hereto.

E. Assumed Contracts: All claims, rights and benefits under all contracts, agreements, assignments, commitments, understandings and other legally binding arrangements relating to the Station which are in effect on the Closing Date and which Buyer has specifically elected to assume, and which are listed in Exhibit E hereto (the "Assumed Contracts").

F. Intellectual Property: The Station's call letters, copyrights, patents, trademarks, service marks, jingles, slogans and trade names, and all proprietary and other information, technical information and data, blueprints and schematics, production methods, know-how, computer programs and program rights, trade secrets, advertiser lists, mailing lists, goodwill, permits and other similar intangible rights and interests owned or issued to Seller which are in the possession and control of Receiver and used in connection with the operation of the Station, including without limitation those set forth in Exhibit F hereto.

G. Books and Records: All books of account and other Station records relating to the operation of the Station which are in the possession and control of the Receiver, including without limitation Station logs, FCC filings and the Station's local public file.

2. EXCLUDED ASSETS

It is understood and agreed that the Assets to be assigned to Buyer pursuant to this Agreement shall not include cash, cash equivalents and bank accounts of the Seller that are on hand as of the Closing Date; any claims, rights and interest in and to any refunds of taxes or fees of any nature whatsoever which related to times prior to the Closing Date; accounts and accounts receivable of Seller as of the Closing Date; all causes of action, claims or defenses of Seller or Receiver; all contracts of Seller as of the Closing Date which are not assumed by Buyer; Seller's corporate books, tax returns, and to Receiver's best knowledge and belief, other personal property of Seller's principals not belonging to Seller or utilized in the operation of the Station. Buyer agrees to remit to Seller any accounts receivable payments to Seller which are received after the Closing Date (provided that Buyer shall not be required hereunder to collect any of Seller's accounts receivable), and Buyer shall not withhold any such accounts receivable payments due Seller as a means of offset against any claim Buyer asserts against Seller.

3. NO ASSUMPTION OF LIABILITIES

A. Except as specifically provided herein or in an exhibit hereto, Buyer is not assuming any liability or obligation of Seller or Receiver.

B. Seller has obtained Court approval to withhold from the distribution of the proceeds of the transaction contemplated hereunder ("the Hold Back Order") the sum of THREE-HUNDRED THOUSAND DOLLARS (\$300,000) ("the Hold Back"), for transfer to a segregated fund to be maintained by and in the name of the Receiver, to be established for the purpose of funding Seller's indemnity and warranty obligations, if any, to Buyer under Section 17. The Hold Back shall be Buyer's sole recourse for Buyer's indemnity and warranty claims against Seller or Receiver ("Claims"). The Hold Back shall be limited to Claims arising and made through and including October 31, 2003 or such other later date as the Court may establish, and any Claims arising or made after October 31, 2003 shall be barred. The Receiver shall have the right, in his sole discretion, to pay, defend, or dispute any Claims and to disburse any remaining funds at any time following October 31, 2003, but only after payment or resolution of any timely Claims. Upon the segregation of the Hold Back funds, the Receiver may proceed with dissolution and winding up of the affairs of the Corporation, subject to the Texas Business Corporation Act, applicable receivership statutes, and approval of the Court. As soon as practicable, and in any event, upon dissolution, the Receiver shall seek appointment as the Receiver over specific assets, *i.e.*, the Hold Back.

4. PURCHASE PRICE AND TERMS

The purchase price for the Assets is THREE MILLION DOLLARS (\$3,000,000.00) (the "Purchase Price").

A. Buyer has paid a non-refundable TEN THOUSAND DOLLAR (\$10,000.00) Option Fee to Seller, which shall be credited against the Purchase Price at Closing.

B. Within two (2) business days of Buyer's execution of this Agreement, Buyer shall deposit with Receiver, in immediately available funds, the sum of ONE-HUNDRED THOUSAND DOLLARS (\$100,000.00) (the "Earnest Money"). Receiver shall deposit the Earnest Money in a separate interest-bearing account on behalf of Buyer, for distribution as follows:

(i) upon receiving written consent of Seller and Buyer, Receiver shall release the Earnest Money at Closing to be used by Buyer to partially fund the Purchase Price at Closing;

(ii) if the Closing does not occur because any condition to Buyer's obligation to complete the Closing (as set forth in Section 15A) has not been fulfilled or has not been waived by Buyer, then Receiver, Buyer and Seller shall authorize the release of the Earnest Money and any accrued interest to Buyer;

(iii) if the Closing does not occur because any condition to Seller's obligation to complete the Closing (as set forth in Section 15B) has not

been fulfilled or has not been waived by Seller, then Receiver, Buyer and Seller shall authorize the release of the Earnest Money to Seller.

(iv) in the event of any dispute between Buyer and Seller with respect to either party's claim to the Earnest Money:

(a) Receiver shall make no delivery or other disposition of the Earnest Money or any portion thereof until either: (1) a final order is issued by a court of competent jurisdiction; or (2) Buyer and Seller provide joint instructions to Receiver.

(b) Receiver shall have the right to deposit the Earnest Money with the clerk of any court of competent jurisdiction upon commencement of any proceedings involving the disbursement of the Earnest Money.

All of the foregoing notwithstanding, interest earned on the Earnest Money shall be for Buyer's benefit.

C. At Closing, Buyer shall pay to Seller in cash or other immediately available funds, the balance of the Purchase Price, which shall consist of the sum of TWO MILLION EIGHT-HUNDRED NINETY THOUSAND DOLLARS (\$2,890,000.00), plus or minus any adjustments, as set forth in Section 5 hereof, in addition to the Earnest Money to be released to Seller.

5. PRORATIONS AND ADJUSTMENTS

All taxes (including *ad valorem* taxes against any real property and equipment acquired by Buyer), prepayments and accrued but unpaid payment obligations, including without limitation prepaid insurance premiums, deposits, utility charges, music license fees and income and operating expenses of the Station, shall be prorated between Buyer and Seller as of the Closing Date. Subject to the LMA, Seller shall be entitled to all income earned and be responsible for all expenses and liabilities incurred in connection with the business and operations of the Station prior to 12:01 a.m. of the Closing Date, and Buyer shall be entitled to all income earned and be responsible for all expenses and liabilities incurred in connection with the business and operations of the Station on and after 12:01 a.m. of the Closing Date. The prorations and adjustments provided for herein shall, to the extent practicable, be made on the Closing Date, as additions to or subtractions from the Purchase Price. As to those prorations and adjustments not ascertainable on the Closing Date, a final adjustment and proration shall be made within 60 days thereafter.

6. EXPENSES

Each party shall be responsible for and bear all of its own costs and expenses of this transaction, except as follows:

A. Any required FCC filing fees shall be equally divided between Seller and Buyer;

B. Closing costs on the Real Property shall be allocated as customary for commercial real estate transactions in Potter County, Texas.

7. FILING OF FCC APPLICATION

Buyer and Seller agree to file or cause to be filed an application requesting FCC consent to the transaction contemplated hereunder ("Application") no later than ten (10) days from the date of execution hereof, and to cooperate in the preparation, filing and prosecution of the Application, and any amendments or additional information requested by the FCC, and to use their best efforts in order to obtain timely processing and approval of the Application. FCC filing fees shall be paid in accordance with Section 6A hereof.

8. TERMINATION

A. In the event FCC approval of the transaction contemplated hereunder is not granted within one year after filing the Application, either Seller or Buyer may elect to terminate this Agreement upon ten (10) days' written notice to the other and to Receiver.

B. The foregoing notwithstanding, this Agreement may be terminated by either Buyer or Seller if the terminating party is not then in breach of any material provision of this Agreement, upon written notice to the other parties, upon the occurrence of the following:

(i) by the mutual consent of all parties; or

(ii) if on the Closing Date any conditions precedent to the obligations of the terminating party set forth in Section 15 have not been satisfied and satisfaction of such condition shall not have been waived by the terminating party.

C. Upon termination, (a) if no party is in breach of any material provision hereof, the parties shall have no further liability to each other, except with respect to payments due and payable to Seller by Buyer under the LMA; (b) if Seller shall be in breach of any material provision, Buyer shall have all the rights and remedies available at law or equity, including the right of specific performance; or (c) if Buyer shall be in breach of any material provision, Seller shall have all the rights available at law or equity, including the right of specific performance. In the event of a default hereunder which results in a lawsuit for damages, the prevailing party shall be entitled to reimbursement by the other party of its reasonable legal fees and damages.

9. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer:

A. Authority. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas. Seller has been duly authorized by the Court (subject to FCC consent) to enter into and perform this Agreement and the LMA. This Agreement has been duly executed by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms except as such enforceability may be affected by bankruptcy, insolvency or similar laws affecting creditors' rights generally. The execution, delivery and performance of this Agreement, the LMA and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with, result in a breach of, or constitute a default under, any judgment, law, order, ordinance, decree, rule, regulation or ruling of any court or governmental instrumentality applicable to Seller; or (ii) will not, as a result of any action or inaction of Seller, create any claim, liability, mortgage, lien, pledge, condition, charge or encumbrance of any nature on the Assets.

B. Tangible Personalty: The assets listed in Exhibit A are all or substantially all the tangible assets of the Station in the possession of the Seller, and will be transferred to Buyer in "as is, where is" condition, with no warranties of condition, merchantability or operability. Except as listed in Exhibit A, Seller owns and has good title to all assets set forth therein. None of the assets listed in Exhibit A is subject to any security interest, mortgage, pledge or other lien or encumbrance, except for (i) liens for current taxes not yet due and payable, and (ii) any other claims or encumbrances described in Exhibit A and which shall be removed upon Closing using the proceeds of the transaction contemplated hereunder.

C. FCC Licenses: Exhibit B hereto contains a complete list of the Licenses. Seller is the authorized legal holder of the Licenses which, to the best of Seller's knowledge and belief, were validly issued. To the best of Seller's knowledge and belief, the Licenses comprise all of the licenses, permits and other authorizations required by any governmental or regulatory entity for the lawful conduct of the business or operations of the Station. Subject to Section 312(g) of the Communications Act of 1934, as amended ("the Act"), Seller has no reason to believe that the Licenses will not be renewed by the FCC or other granting authority in the ordinary course.

D. Real Property: Conveyance of the Real Property described in Exhibit C will be by special warranty deed, subject to the easements and mineral reservations described in Section 1C hereof. To the best of Seller's knowledge and belief, the Real Property described in Exhibit C hereto includes all real property (except for the Station studios and offices, which are covered by the Studio Lease, defined in Section 9 E) necessary to conduct the business and operations of the Station. At Closing Seller will have good and marketable fee simple title to all fee estates (including improvements) comprising the Real Property, free and clear of liens, mortgages, pledges, covenants, restrictions, encroachments and other claims of any nature whatsoever, except for the exceptions to reflect recorded easements or mineral reservations that do not interfere with

the operation and tower **rights** described in Section 1C hereof, Exhibit C hereto and referred to in paragraph 6 of the State Court Order. Seller has delivered to Buyer true and complete copies of all deeds pertaining to the Real Property. To the best of Seller's knowledge and belief, all towers, guy anchors, buildings and other improvements on the Real Property are located entirely on the Real Property. To the best of Seller's knowledge and belief, all Real Property used as a transmitter or tower site conforms to applicable zoning laws, ordinances and regulations. Seller has and at Closing will transfer to Buyer access to all of the Real Property.

E. Leases. Seller currently occupies the Station studio and office building at 1616 S. Kentucky, Suite C-215, Amarillo, Texas, on a month-to-month basis pursuant to a lease dated January 1997 between Seller and MRO Investments, LLC ("the Studio Lease." The Studio Lease and any other leases described in Exhibit D have been delivered to Buyer. Seller shall use its best efforts to obtain the legal right and authority, to the extent it does not presently have such legal right and authority, to have assigned to Buyer the Studio Lease and the other leases which Buyer has agreed to assume, on reasonably similar terms and conditions satisfactory to Buyer in Buyer's sole discretion.

F. Title Insurance. Seller will obtain and deliver to Buyer a written commitment for an owner policy of title insurance ("the Policy") on the Real Property described in Exhibit C, in an amount not less than the current fair market value of said property. In order to determine the current fair market value of said property for purposes of this Section F, Seller shall supply to Buyer at Seller's expense a current appraisal valuing the Real Property, with its improvements, within 45 days of the date this Agreement is executed. At Buyer's request, Seller shall in good faith attempt to cure any non-standard exceptions or reservations to the Policy; however, exceptions to the Policy to reflect recorded easements or mineral reservations that, in Buyer's discretion, do not interfere with the operation of the transmitter and tower will be deemed permitted exceptions to the Policy and to any deed from the Seller to Buyer.

G. Payment of Taxes: Immediately upon Closing, Seller shall pay and discharge all tax liens related to the Station for the period prior to the Closing from the proceeds of the Purchase Price.

H. Consents: Except for the State Court Order already obtained, and FCC Consent (as defined in Section 14), to the best of Seller's knowledge and belief no consent, approval, permit or authorization of any governmental or regulatory authority or court is required for Seller to consummate this Agreement and the transactions contemplated hereby, to permit Seller to assign or transfer the Assets to Buyer, or to enable Buyer to conduct the business or operations of the Station in the normal course.

I. Reports: Except as listed in Exhibit B-1 hereto, to the best of Seller's knowledge and belief all reports and statements which Seller is required to file with the FCC under the FCC's present rules and policies or any other governmental authority have been filed and such reports and statements are substantially true and correct.

J. Compliance with Laws: To the best of Seller's knowledge and belief, Seller has complied with the Licenses and all applicable federal, state and local laws, rules, regulations and ordinances affecting the Assets or operations of the Station.

K. Environment:

(1) To Seller's best knowledge upon due inquiry, no release of hazardous materials, as defined under existing federal, state and local laws, ordinances, regulations and the like, has occurred or is presently occurring with respect to any of the Assets in violation of any environmental law. Seller's use of the Assets complies, and at time of Closing will comply, in all material respects with environmental law, occupational safety and health, and other applicable law. Seller has not disposed of any hazardous materials in or on any of the Assets in a manner which could cause Buyer to incur a material liability under any environmental law. Seller warrants that the technical equipment included in the Assets does not contain any polychlorinated biphenyls ("PCBs") which are required by law to be removed and that, if any equipment does include PCBs, such equipment is stored and maintained in compliance with applicable law. Seller's operation of the Station following Receiver's assumption of control under FCC File No. BTCH-20010613ADF has, to the best of Seller's knowledge and belief, complied in all material respects with all existing environmental laws applicable to the Station, its operation, and the Assets, including but not limited to the FCC's guidelines on radiofrequency radiation.

(2) Buyer may, at its election and cost, conduct Phase I environmental studies of the Real Property within 45 days of the date hereof. Buyer shall provide Seller with a copy of such studies promptly upon Buyer's receipt thereof. Seller and Buyer agree that the results of any environmental studies carried out pursuant hereto shall not be disclosed to any third parties unless such disclosure is required by law. Buyer shall indemnify and hold Seller harmless from and against any liability, loss damage, claim, cost or expense (including but not limited to reasonable attorney fees) arising from or in connection with damage to property or injury to persons caused by Buyer or its representatives in conducting such environmental studies. In the event that such audit reveals that remediation is required, Seller shall utilize that portion of the proceeds of sale being held back pursuant to Section 3B for purposes of such remediation.

L. Full Disclosure: No representation or warranty by Seller herein nor any certificate, document or other instrument furnished or to be furnished by Seller pursuant to this Agreement, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact known to Seller.

10. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Seller:

A. Organization: Buyer is and will be on the Closing Date a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, with full power and authority to enter into and perform this Agreement and is and at Closing will be financially capable of fulfilling Buyer's obligations under this Agreement.

B. Binding Agreement: This Agreement constitutes a valid and binding Agreement of Buyer, enforceable in accordance with its terms, and its execution, delivery and performance have been duly and validly authorized by all necessary corporation action.

C. No Contravention: The execution, delivery and performance of this Agreement by Buyer will not violate any provision of its Certificate of Incorporation or By-Laws nor will result in a breach of, or constitute a default under, the provisions of any agreement or other instrument to which Buyer is a party.

D. Qualifications: Buyer is qualified under the Act and under the rules, regulations and policies of the FCC to become the licensee of the Station, and will take no action or engage in any conduct which would materially impair its ability to consummate this Agreement.

E. Full Disclosure: No representation or warranty by Buyer herein, nor any certificate, document or other instrument furnished or to be furnished by Buyer pursuant to this Agreement, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact known to Buyer.

11. SELLER'S COVENANTS.

A. Affirmative Covenants. Between the date hereof and the Closing Date, except as contemplated by this Agreement and the LMA, Seller shall comply with the following covenants:

(i) to use its best efforts to maintain the Station's assets, licenses and permits, facilities and equipment, continue to keep and maintain the Station's public inspection file in accordance with FCC rules, and ensure that the Station's licenses and permits remain in compliance in all material respects with all applicable laws, FCC regulations and the Act. Seller will respond as required to all FCC correspondence;

(ii) to notify Buyer promptly (a) upon the occurrence of, or upon becoming aware of the impending or threatened occurrence of, any event that would cause or constitute a breach of any of Seller's representations or warranties contained in this Agreement or any Exhibit hereto, or (b) upon becoming aware of any order or decree, or any complaint praying for an order or decree, restraining or enjoining the consummation of the transactions contemplated hereby, or (c) upon receiving any notice from any governmental

department, court, agency or commission of its intention to institute an investigation into, or initiate a suit or proceeding, to restrain or enjoin the consummation of such transactions, or to nullify or render ineffective this Agreement if consummated;

(iii) to use its best efforts to fulfill and perform all conditions on Seller's part to be fulfilled or performed under this Agreement and to cause the transactions contemplated hereby to be fully carried out; and

(iv) to maintain at all times oversight, supervision and control over all day-to-day Station operations, including without limitation control over Station programming, personnel and finance.

B. Negative Covenants. Between the date hereof and the Closing Date, Seller shall not, without Buyer's prior consent:

(i) sell, lease, transfer or otherwise dispose of, or agree to sell, lease, transfer or otherwise dispose of, any of the Station's assets, except for dispositions of immaterial items that are replaced with assets of substantially equivalent kind, condition and value;

(ii) apply to the FCC for any modification of the Station's license, or make any material change to the Station's buildings, transmission system, leasehold improvements or fixtures, without Buyer's prior authorization;

(iii) hold out (or permit to be held out) for sale, or entertain any offer to purchase, the Station or any of the Station's assets, enter into negotiations with any party for the assignment or transfer of the Station or any of its assets, or give (or permit to be given) an option to any party to acquire the Station or any of Seller's interest in the Station;

(iv) absent the filing of a claim by a claimant or creditor of Seller which would attach to the proceeds of the Purchase Price, create, assume or permit to exist any new mortgage, security interest, pledge, lien, claim or encumbrance, in or upon Seller's interest in the Station or the Station's assets;

(v) by any act or omission of Seller or Seller's employees or agents, surrender, modify, forfeit or fail to seek timely renewal of any of the Station's permits or licenses or cause the FCC to institute any proceeding for revocation, cancellation or modification thereof;

(vi) by any act or omission, prevent the Station from resuming broadcast operations at the earliest practicable time and, in any event, by or before August 29, 2002; or

(vii) take any action that is inconsistent with any of Seller's obligations hereunder.

C. Post-Closing Covenants. After the Closing, Seller shall take such actions, and shall execute and deliver to Buyer such further transfer documents as may be reasonably necessary to ensure the full and effective transfer of the Assets to Buyer pursuant to this Agreement. However, nothing herein shall require Seller to undertake any obligation or liability not contemplated in this Agreement.

12. CONTROL OF STATION

Nothing contained in this Agreement or in the LMA shall be construed as giving Buyer any right to directly or indirectly supervise or direct the operation of the Station prior to the Closing. Such operation, including complete control and supervision of the Station's programming, employees and finances, shall be the sole responsibility of Seller until Closing. Effective on the Closing Date and thereafter, Seller shall have no control over, nor right to intervene or participate in, the operation of the Station.

13. RISK OF LOSS

The risk of loss or damage to the Station or any of the Assets shall be on the Seller prior to the Closing, and thereafter on the Buyer. Seller shall use its best efforts to obtain insurance protecting the tangible property included in the Assets against loss or damage in amounts generally customary for similar radio stations in comparable markets. All such policies of insurance shall be maintained by Seller until the Closing. Upon the occurrence prior to Closing of any loss or damage to the Assets as a result of fire, casualty, accident or other causes, in the event the loss prevents operation of the Station for a period of five or more consecutive days and the Assets cannot be substantially repaired or restored within 30 days, or if such loss prevents the Station from restoring broadcast operations by August 29, 2002, Buyer shall have the option to: (a) terminate this Agreement and have returned the deposit described in Section 4B hereof; (b) postpone the Closing until such time as the Assets are substantially repaired, restored or replaced; or (c) elect to consummate the Closing and accept the Assets in their "then" condition, in which event Seller shall assign to Buyer all rights under any insurance claim covering the loss and pay over to Buyer any proceeds under any such insurance policy received by Seller with respect thereto.

14. CLOSING DATE AND PLACE

The assignment of the License is subject to obtaining FCC approval (the "FCC Consent"). The Closing shall occur within ten (10) business days after the FCC Consent is obtained, or, at Buyer's election, within ten (10) business days after the FCC Consent becomes final by operation of law and is no longer subject to administrative or judicial review, stay, reconsideration or appeal by any court or administrative agency (a "Final Order"), at such location, date and time as mutually agreed by the parties (the "Closing Date").

15. CONDITIONS TO OBLIGATIONS OF SELLER AND BUYER

A. Conditions to Obligations of Buyer. All obligations of Buyer at the Closing are subject to the fulfillment prior to and at the Closing Date of each of the following conditions:

(i) all of Seller's representations, warranties and covenants in this Agreement shall be true and complete in all material respects at and as of the Closing Date, except for changes contemplated by this Agreement, as though such representations, warranties and covenants were made at and as of the Closing Date;

(ii) Seller shall have in all material respects performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date;

(iii) consents to each of the Assumed Contracts, the Studio Lease and all other Station leases to be assigned to Buyer hereunder shall have been duly obtained and delivered to Buyer with no adverse change to their terms;

(iv) the FCC shall have granted the FCC Consent without condition materially adverse to Buyer and, at Buyer's option, the FCC Consent shall have become a Final Order;

(v) Seller shall be the holder of the Licenses and there shall not have been any modification of any License causing an adverse effect upon the Station. No proceeding shall be pending the effect of which would be to revoke, cancel, fail to renew, suspend or adversely modify any of the Licenses; and

(vi) Seller shall have made or stand willing and able to make all the deliveries to Buyer set forth in Section 16A.

B. Conditions to Obligations of Seller. All obligations of Seller at the Closing are subject to the fulfillment prior to and at Closing of each of the following conditions:

(i) all representations and warranties of Buyer in this Agreement shall be true and complete in all material respects at and as of the Closing Date, except for changes contemplated by this Agreement, as though such representations and warranties were made at and as of the Closing Date;

(ii) Buyer shall have in all material respects performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date;

(iii) the FCC shall have granted the FCC Consent without condition materially adverse to Seller; and

(iv) Buyer shall have made or stand willing and able to make all the deliveries to Seller, including without limitation the Purchase Price as provided in Section 4.

16. PERFORMANCE AT CLOSING

A. Performance by Seller: Prior to or on the Closing Date, Seller shall deliver to Buyer, in form and substance reasonably satisfactory to Buyer, the following:

(i) duly executed bills of sale, deeds, assignments and other transfer documents sufficient to vest good and marketable title to the Assets in the name of Buyer, free and clear of any claims, liabilities, mortgages, liens, pledges, conditions, charges or encumbrances, whatsoever. Seller shall provide a special warranty deed secured by title insurance reasonably acceptable to Buyer to convey the Real Property to Buyer;

(ii) the original of each consent to assignment of an Assumed Contract, the Studio Lease and all other Station leases to be assigned;

(iii) certificates, dated the Closing Date, executed by Seller, authorizing the transactions contemplated herein and certifying (a) that the representations and warranties of Seller contained herein are true and complete in all material respects as of the Closing Date, as though made on that date; and (b) that Seller has, in all material respects, performed all its obligations and complied with all of the covenants set forth herein to be performed and complied with on the Closing Date; and

(iv) copies of all Licenses, Assumed Contracts, the Studio Lease and other Station leases, engineering records and all files and records used by Seller in connection with Station operations and part of the Assets.

B. Performance by Buyer: Prior to or on the Closing Date, Buyer shall deliver to Seller the following, in form and substance reasonably satisfactory to Seller:

(i) the Purchase Price, adjusted as provided in Section 5;

(ii) appropriate assumption agreements pursuant to which Buyer shall assume and undertake to perform Seller's obligations under the Licenses, Assumed Contracts, Studio Leases and Station leases arising on and after the Closing Date; and

(iii) certificates, dated the Closing date, executed by Buyer, certifying (a) that the representations and warranties of Buyer contained herein are true and complete in all material respects as of the Closing Date, as though made on that date, and (b) that Buyer has, in all material respects, performed all its obligations and complied with all of the covenants set forth herein to be performed or complied with on or prior to the Closing Date.

17. SURVIVAL OF REPRESENTATIONS AND INDEMNIFICATION

A. Survival. All representations, warranties and covenants contained herein shall be deemed to be continuing and shall survive the Closing Date through and including October 31, 2003 (the "Survival Period").

B. Indemnification by Seller. Subject to Section 3B hereof, Seller shall, for the duration of the Survival Period, indemnify and hold Buyer harmless against and with respect to, and shall reimburse Buyer for:

(i) any and all claims of creditors and claimants of Seller, pursuant to Section 3B hereof;

(ii) any and all losses, liabilities or damages resulting from any untrue representation, material breach of warranty or material nonfulfillment of any covenant by Seller;

(iii) any and all obligations of Seller not assumed by Buyer pursuant hereto; and

(iv) any and all losses, liabilities or damages resulting from Seller's operation or ownership of the Station prior to the Closing Date.

C. Indemnification by Buyer. Buyer shall, for the duration of the Survival Period, indemnify and hold Seller harmless against and with respect to, and shall reimburse Seller for:

(i) any and all losses, liabilities or damages resulting from any untrue representation, material breach of warranty or material nonfulfillment of any covenant by Buyer;

(ii) any and all obligations of Seller assumed by Buyer pursuant hereto; and

(iii) any and all losses, liabilities or damages resulting from Buyer's operation or ownership of the Station on or after the Closing Date.

D. Notice and Defense of Claims. If either Seller or Buyer believes it has incurred any loss pursuant to this Section 17, it shall notify the other party in writing within the applicable time period describing such loss with reasonable specificity. If any action at law or suit in equity is instituted a third party with respect to which any party intends to claim a loss under this Section, such party shall promptly notify the indemnifying party of such action or suit. The indemnifying party shall have the right to conduct and control any claim through counsel of its choosing, but the indemnified party may, at its election, participate in the defense of any such claim at its sole cost and expense. The party prevailing in such action or suit shall be entitled to reasonable attorneys' fees and disbursements from the other party.

18. PRESERVATION OF BOOKS AND RECORDS

For three (3) years after the Closing, Buyer shall preserve the books and records of Seller delivered pursuant to Section 16A hereof, and shall allow Seller reasonable access to them.

19. BROKER/FINDER

The parties hereby mutually represent that there are no finders, consultants or brokers involved in this transaction.

20. NOTICES

All notices, demands and requests under this Agreement shall be duly given if mailed by prepaid registered or certified mail, with return receipt requested, or pre-paid overnight courier, providing proof of next-day delivery, addressed as follows (or to such other address(es) as either party may specify from time to time:

Seller: (if by hand delivery, overnight courier, or fax)

Roger S. Cox, Receiver
One Maxor Plaza, Suite 700
Amarillo, TX 79101
Facsimile No: (806) 372-3725

(if by registered or certified mail)

Roger S. Cox, Receiver
P.O. Box 2667
Amarillo, TX 79105-2667

Copies to (which shall not constitute notice):

Russ DeVore, Esq.
SandersBaker, PC
P.O. Box 2667
Amarillo, TX 79105-2667
Facsimile No.: 806-372-3725

Ellen Mandell Edmundson, Esquire
Smithwick and Belendiuk, P.C.
5028 Wisconsin Avenue, N.W., Suite 301
Washington, D.C. 20016
Facsimile No.: (202) 363-4266

Buyer: Norman Feuer
President
Feuer/McCord Communications, Inc.
835 La Jolla Corona Court
La Jolla, CA 92037
Facsimile No.: (858) 459-7599

Copy to (which shall not constitute notice):

Lawrence Bernstein, Esq.
1818 N Street, N.W.
Suite 700
Washington, D.C. 20036
Facsimile No.: (202) 331-9306

The date of any such notice and service shall be deemed to be (i) the date of delivery if hand-delivered or delivered by overnight courier, (ii) the date of delivery as indicated on the return receipt if dispatched by mail, or (iii) the date of facsimile transmission as indicated on the facsimile transmission report, provided that any facsimile transmission shall not be effective unless a paper copy is sent by overnight courier on the date of the facsimile transmission.

21. CHOICE OF LAWS

The construction and performance of this Agreement shall be governed by the laws of the State of Texas.

22. ASSIGNMENT AND BENEFIT

This Agreement is not assignable by either party without written consent of the other party, which consent shall not be unreasonably withheld. This Agreement and all of the obligations hereunder shall be binding upon the parties and their respective heirs, assigns and successors.

23. COOPERATION

The parties hereto agree to perform such further acts and to execute and deliver such further documents as may be necessary or desirable to effectuate the purposes of this Agreement.

24. TIME OF ESSENCE

Time is of the essence with respect to every provision of this Agreement.

25. WAIVER

No waiver of any right pursuant hereto or waiver of a breach hereof shall be effective unless in writing and signed by the parties. No waiver of any right or waiver of any breach hereof shall constitute a waiver of any other or similar right or breach. No failure to enforce any right hereunder shall preclude or affect the later enforcement of such right.

26. ENTIRE AGREEMENT

This Agreement and the LMA constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements, arrangements and understandings related to the matters provided for herein. No change to any provision of this Agreement shall be binding unless in writing and signed by the parties.

27. CONFIDENTIALITY

Pending the Closing Date, Buyer and its employees, representatives and agents shall maintain the confidentiality of the information and materials delivered to them or made available for their inspection pursuant to this Agreement, except where such information and materials are required to be filed with the FCC. If for any reason the transaction contemplated hereunder is not consummated, Buyer shall cause its employees, representatives and agents to return to Seller all such materials in their possession.

28. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

29. REFORMATION OF AGREEMENT.

In the event that any provision contained in this Agreement is held to be invalid, illegal or unenforceable, or if any necessary Court or other governmental approval cannot be obtained, the parties will negotiate in good faith substitute provisions which preserve, as closely as possible, the original intentions of the parties as expressed in this Agreement.

30. EXECUTION BY RECEIVER

The Receiver will join in or execute any documents, including the instant Agreement, as are reasonably necessary to effectuate the transfers and conveyances contemplated by this Agreement, to the extent consistent with the authority of the Receiver under the laws of the State of Texas, orders of the Court, and the rules, regulations and policies of the FCC. In no event, however, does any provision of this Agreement or the LMA express or imply any personal obligation on the part of Roger S. Cox, individually. All obligations of the Receiver, if any, in this Agreement, the LMA, or any other component of this transaction are in the Receiver's representative capacity only.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year above written.

FEUER/MCCORD COMMUNICATIONS, INC.

By: _____

Name:

Title:

MANDUJANO Y ASOSIADOS, INC.

By and through Roger S. Cox, Receiver