

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT is dated as of the \_\_\_\_ day of March 2009, by and between METROPOLITAN RADIO GROUP, INC. (hereinafter “MRG” or “Seller”), and EXODUS BROADCASTING, LLC, a Colorado limited liability company, (“Buyer”).

### RECITALS

A. MRG is the licensee of KRMX (AM) Pueblo, Colorado and KNKN (FM) Pueblo, Colorado (the “Stations”) and owns the tangible assets used and utilized in the operation of the Stations.

B. Seller desires to sell, and Buyer desires to buy, all the assets that are used or useful in the business or operations of the Stations, for the price and on the terms and conditions set forth in this Agreement.

### AGREEMENT

In consideration of the above recitals and of the mutual agreements and covenants contained in this Agreement, Buyer and Seller, intending to be bound legally, agree as follows:

#### SECTION 1 - DEFINITIONS

The following terms, as used in this Agreement, shall have the meanings set forth in this Section:

“Accounts Receivable” means the rights of Seller to payment for the sale of advertising time run on the Stations by Seller as of 11:59 p.m., EST, on the day prior to the Closing Date.

“Assets” means the assets to be sold, transferred, or otherwise conveyed to Buyer under this Agreement, as specified in Section 2.1.

“Assumed Contracts” means (i) all Contracts listed in Schedule 3.7 and (ii) any Contracts entered into by Seller between the date of this Agreement and the Closing Date that Buyer agrees in writing to assume.

“Closing” means the consummation of the purchase and sale of the Assets pursuant to this Agreement in accordance with the provisions of Section 8.

“Closing Date” means the date on which the Closing occurs, as determined pursuant to Section 8.

“Consents” means the consents, permits, or approvals of government authorities and other third parties necessary to transfer the Assets to Buyer or otherwise to consummate the transactions contemplated by this Agreement.

“Contracts” means all contracts, leases, non-governmental licenses, and other agreements (including leases for personal or real property and employment agreements), written or oral (including any amendments and other modifications thereto) to which Seller is a party or which are binding upon Seller and which relate to or affect the Assets or the business or operations of the Stations, and (i) which are in effect on the date of this Agreement or (ii) which are entered into by Seller between the date of this Agreement and the Closing Date.

“Earnest Money Deposit” means the sum of \$50,000 as set forth in Section 2.4;

“FCC” means the Federal Communications Commission.

“FCC Consent” means action by the FCC granting its consent to the assignment of the FCC Licenses to Buyer as contemplated by this Agreement.

“FCC Licenses” means all Licenses (including modifications, renewals and extensions thereof) issued by the FCC to Seller in connection with the business or operations of the Stations.

“Final Order” means an action by the FCC that has not been reversed, stayed, enjoined, set aside, annulled, or suspended, and with respect to which no requests are pending for administrative or judicial review, reconsideration, appeal, or stay, and the time for filing any such requests and the time for the FCC to set aside the action on its own motion have expired.

“Governmental Authorities” means any federal, state or local governmental entity or municipality or subdivision thereof or any authority, department, commission, board, agency, court or instrumentality thereof.

“Initial Order” means the FCC Consent as granted by the FCC prior to the issuance of the Final Order.

“Intangibles” means all FCC Call Signs, domain names, URL registrations, copyrights, trademarks, trade names, service marks, service names, licenses, patents, permits, jingles, proprietary information, technical information and data, machinery and equipment warranties, and other similar intangible property rights and interests (and any goodwill associated with any of the foregoing) applied for, issued to, or owned by Seller or under which Seller is licensed or franchised and which are used or useful in the business and operations of the Stations, together with any additions thereto between the date of this Agreement and the Closing Date.

“Licenses” means all licenses, permits, and other authorizations issued by the FCC, the Federal Aviation Administration, or any other federal, state, or local governmental authorities to Seller in connection with the conduct of the business or operations of the Stations, together with any additions thereto between the date of this Agreement and the Closing Date.

“Purchase Price” means the purchase price specified in Section 2.3.

“Real Property” means the Stations’ existing studio and transmitter sites, as more particularly described on Schedule 3.5.

“Real Property Agreements” is defined in Section 3.5(a).

“Tangible Personal Property” means all machinery, equipment, tools, vehicles, furniture, leasehold improvements, office equipment, plant, inventory, spare parts, and other tangible personal property which are listed on Schedule 3.6 together with any additions thereto between the date of this Agreement and the Closing Date, and less any deletions therefrom arising in the ordinary course of business between the date hereof and the Closing Date, all of which are “where is, as is”.

## SECTION 2. PURCHASE AND SALE OF ASSETS

2.1 Agreement to Sell and Buy. Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, transfer, and deliver to Buyer on the Closing Date, and Buyer agrees to purchase, all of the Assets, together with any additions thereto between the date of this Agreement and the Closing Date, but excluding the assets described in Section 2.2, and those assets disposed of in the ordinary course of business between the date hereof and the Closing Date; provided, however, that any material assets disposed of must be replaced with assets of comparable value and use, free and clear of any claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges, or encumbrances of any nature whatsoever (except for those arising pursuant to the terms of the Assumed Contracts or liens for current taxes not yet due and payable), including the following:

- (a) The Tangible Personal Property;

- (b) The Licenses; and any pending applications associated with same;
- (c) The Assumed Contracts;
- (d) The Real Property;
- (e) The Intangibles, and all intangible assets of Seller relating to the Stations that are not specifically included within the Intangibles, including the goodwill of the Stations, if any;
- (f) All of Seller's proprietary information, technical information and data, machinery and equipment warranties, maps, computer discs and tapes, plans, diagrams, blueprints, and schematics, including filings with the FCC, relating solely to the business or operation of the Stations;
- (g) All books and records relating solely to the business or operations of the Stations, including executed copies of the Assumed Contracts, and all records required by the FCC to be kept by the Stations, subject to the right of Seller to have such books and records made available to Seller for a reasonable period, not to exceed three (3) years after the Closing Date.

2.2 Excluded Assets. The Assets shall exclude the following assets:

- (a) Seller's cash on hand as of the Closing Date and all other cash in any of Seller's bank or savings accounts; any insurance policies, letters of credit, or other similar items and cash surrender value in regard thereto; and any stocks, bonds, certificates of deposit and similar investments;
- (b) MRG's corporate name, any books and records which Seller is required by law to retain, all records relating to the excluded assets described in this Section 2.2 and to Seller's accounts payable and accounts receivable and general ledger records, each subject to the right of Buyer to have access to and to copy that portion of such records which relate to the Stations for a period of three (3) years from the Closing Date, and MRG's corporate minute books and other books and records relating to MRG's internal corporate matters;
- (c) Any pension, profit-sharing, or employee benefit plans, and any collective bargaining agreements;
- (d) The Accounts Receivable, except that Buyer may elect to purchase the Accounts Receivable at Closing for 85% of their then current value at Closing if Buyer so desires.
- (e) Any claims, rights and interest in and to any refunds of federal, state or local franchise, income or other taxes or fees of any nature whatsoever for periods prior to the Closing Date;
- (f) All property listed on Schedule 2.2 hereto.

2.3. The Purchase Price for the Assets shall be Five Hundred Thousand Dollars (\$500,000.00) paid and adjusted as provided below:

- (a) Buyer shall pay to the Seller at Closing the sum of \$300,000.00 (less a credit for the Earnest Money Deposit paid pursuant to Section 2.4 hereinbelow);
- (b) Buyer shall execute a secured first priority Promissory Note in the sum of \$200,000.00 in favor of Seller, Metropolitan Radio Group, Inc. signed by an authorized representative of Exodus Broadcasting, LLC. The Promissory Note shall be for a term of 24 months, and shall bear interest at 6.5% per annum, with interest-only payments of \$1,083.33 per month for the first 12 months followed by 12 monthly payments of principal and interest at a monthly payment of \$2,270.96 and final balloon payment of principal in the sum of \$185,316.15 to be paid with the 12<sup>th</sup> payment of \$2,270.96

(c) Prorations. The Purchase Price shall be increased or decreased as required to effectuate the proration of expenses. All expenses arising from the operation of the Stations, including business and license fees, utility charges, real and personal property taxes and assessments levied against the Assets, property and equipment rentals, applicable copyright or other fees, sales and service charges, taxes (except for taxes arising from the transfer of the Assets under this Agreement), FCC annual regulatory fees, ASCAP, BMI and SESAC licenses and similar prepaid and deferred items, shall be prorated between Buyer and Seller in accordance with the principle that Seller shall be responsible for all expenses, costs, and liabilities allocable to the period prior to the Closing Date, and Buyer shall be responsible for all expenses, costs, and obligations allocable to the period on and after the Closing Date. Notwithstanding the preceding sentence, there shall be no adjustment for, and Seller shall remain solely liable with respect to, any Contracts not included in the Assumed Contracts and any other obligation or liability not being assumed by Buyer in accordance with Section 2.6.

(d) Manner of Determining Adjustments.  
At Closing, all prorations shall occur in accordance with the following:

(i) All income and expenses arising from the operations of the Stations shall be prorated between Buyer on the one hand, and Seller on the other hand, in accordance with generally accepted accounting principles as of 11:59 p.m., local time, on the date immediately preceding the Closing Date. Seller shall be responsible for all liabilities and obligations incurred or accrued in connection with the operation of the Stations through 11:59 p.m., local time, of the date immediately preceding the Closing Date, and Buyer shall be responsible for all such liabilities and obligations incurred or accruing thereafter. Real estate taxes shall be apportioned on the basis of taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

(ii) Ten (10) days prior to the Closing Date, Seller shall prepare and deliver to Buyer, a statement of income and expense (the "Preliminary Closing Proration Statement"), setting forth the adjustment to the Purchase Price determined in accordance with Section 2.3(c) and prorations determined in accordance with this Section 2.3(d). The Preliminary Closing Proration Statement shall be prepared in a form that sets forth the amounts due to or from Buyer or Seller. Upon receipt of the Preliminary Closing Proration Statement, Buyer and its accountants shall have the right to examine, at Buyer's expense, the Preliminary Closing Proration Statement and all work papers, schedules, and other books and records used in the preparation of the Preliminary Closing Proration Statement and to make reasonable inquiry of Seller and its accountants. If Buyer objects to the Preliminary Closing Proration Statement, it shall so advise Seller, and Seller and Buyer shall each use their best efforts to resolve their differences concerning the Preliminary Closing Proration Statement as soon as possible, but in any event prior to the Closing Date. If Seller and Buyer are unable to resolve the matter, they shall jointly appoint an independent certified public accounting firm to resolve the dispute. The fees of such independent accounting firm shall be split evenly between Buyer and Seller. Seller and Buyer shall cooperate fully with such independent accounting firm. Such independent accounting firm's resolution of the dispute shall be final and binding upon the parties. The parties shall use their best efforts to cause the accounting firm to resolve such dispute, if any, concerning the Preliminary Closing Proration Statement as soon as possible, but in any event prior to the Closing Date.

(iii) Within sixty (60) days following the Closing Date, Buyer shall prepare and deliver to Seller the Final Closing Proration Statement indicating the prorations as set forth above, together with copies of all work papers, schedules, and supporting documentation reasonably sufficient to allow Seller to verify the prorations prepared by Buyer. Within ten (10) days of receipt of the Final Closing Proration Statement, Seller shall either accept the prorations set forth in the Final Closing Proration Statement or give Buyer a Notice of Disagreement. If Seller fails either to accept the prorations set forth in the Final Closing Proration Statement or to give Buyer a Notice of Disagreement within ten (10) days of receipt of the Final Closing Proration Statement, then Seller shall be deemed to have accepted such prorations. The Notice of Disagreement shall state the amount of money Seller believes is due to or from Seller pursuant to the prorations set forth herein ("Seller's Amount"), and Buyer shall have ten (10) days to accept or reject Seller's Amount. If Buyer rejects Seller's Amount, any amount not in dispute shall be immediately paid and the remaining amount in dispute shall be submitted to an independent certified public

accounting firm selected jointly by the parties for resolution of the dispute, such resolution to be final and binding upon the parties. Buyer and Seller agree to share equally the cost and expenses of such accounting firm. All amounts owed pursuant to this section shall be paid within ten (10) days of acceptance, failure to object or, if there is a dispute, resolution of the amount due. If such amount is not paid within such ten (10) day period, interest on such amount shall accrue until paid at 12%.

#### 2.4 Earnest Money Deposit.

(a) Concurrent with the execution of this Agreement, Buyer shall deposit the sum of Fifty Thousand Dollars (\$50,000.00) with John Pierce & Company, as Escrow Agent. This “Earnest Money Deposit” shall be held by the Escrow Agent pursuant to the terms of an Escrow Agreement, a copy of which is attached as Schedule 3.10. The Escrow Agent shall hold the Earnest Money Deposit under the terms of the Escrow Agreement in trust for the benefit of the parties hereto. Failure to remit Earnest Money Deposit at the time of execution of this Agreement shall make this Agreement null and void.

(b) Subject to the provisions of Section 9.3 and 9.4, if the Closing does not occur due to a material default by Seller, the Earnest Money Deposit, together with any interest thereon, shall be returned to Buyer. If Closing does occur, the Earnest Money Deposit shall be applied to payment of the Purchase Price at Closing as provided in Section 2.3.

2.5. The Purchase Price shall be paid by Buyer to Seller at Closing by wire transfer of same-day funds pursuant to wire instructions which shall be delivered by Seller to Buyer, at least two (2) days prior to the Closing Date.

2.6. As of the Closing Date, Buyer shall assume and undertake to pay, discharge, and perform all obligations and liabilities of Seller under the Licenses and the Assumed Contracts insofar as they relate to the time on and after the Closing Date or arise out of events occurring on and after the Closing Date. Buyer shall not assume any other obligations or liabilities of Seller, including (i) any obligations or liabilities under any Contract not included in the Assumed Contracts, (ii) any obligations or liabilities under the Assumed Contracts relating to the period prior to the Closing Date, (iii) any claims or pending litigation or proceedings relating to the operation of the Stations prior to the Closing, (iv) any obligations or liabilities of Seller arising under capitalized leases or other financing agreements, (v) any obligations or liabilities of Seller under any employee pension, retirement, health and welfare or other benefit plans or collective bargaining agreements, or (vi) any obligation to any employee of Seller for severance benefits, vacation time, or sick leave accrued prior to the Closing Date, and all such obligations and liabilities shall remain and be the obligations and liabilities solely of Seller.

2.7. The Purchase Price shall be allocated among the Assets by mutual agreement of Buyer and Seller in a writing executed at Closing, and, if not mutually agreed upon, in accordance with an appraisal performed by a qualified appraiser jointly selected by Seller and Buyer, the fees of which shall be divided equally between Seller and Buyer. Each of Seller and Buyer agree (i) to jointly complete and separately file Form 8594 with its federal income tax return for the tax year in which the Closing occurs and (ii) that neither Seller nor Buyer will take a position on any income, transfer or gains tax return before any governmental agency charged with the collection of any such tax or in any judicial proceeding that is in any manner inconsistent with the terms of any such allocation without the written consent of the other.

### SECTION 3 – SELLER’S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as follows:

3.1. MRG is a corporation duly organized under the laws of the State of Texas. Seller has all requisite power and authority (i) to own, lease, and use the Assets as now owned, leased, and used, (ii) to conduct the business and operations of the Stations as now conducted, and (iii) to execute and deliver this Agreement, the Escrow Agreement and the documents contemplated hereby and thereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Seller hereunder and thereunder.

3.2. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of Seller and its shareholders. This Agreement has been duly executed and delivered by Seller and constitute the legal, valid, and binding obligations of Seller, enforceable against it in accordance with their respective terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally, and by judicial discretion in the enforcement of equitable remedies.

3.3. Subject to obtaining the Consents listed in Schedule 3.8, the execution, delivery, and performance by Seller of this Agreement and the documents contemplated hereby and thereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third party; (ii) will not conflict with any provision of the Articles of Incorporation or Bylaws of Seller; (iii) will not conflict with, result in a breach of, or constitute a default under, any applicable law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; and (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Seller is a party or by which Seller may be bound.

3.4. Schedule 3.4 includes a true and complete list of the Licenses. Seller has delivered to Buyer true and complete copies of the Licenses (including any amendments and other modifications thereto). The Licenses have been validly issued, and MRG is the authorized legal holder thereof. The Licenses listed on Schedule 3.4 comprise all of the licenses, permits, and other authorizations required from any governmental or regulatory authority for the lawful conduct of the business and operations of the Stations in the manner and to the full extent they are now conducted, and none of the Licenses is subject to any restriction or condition that would limit the full operation of the Stations as now operated. The Licenses are in full force and effect. Except as set forth in Schedule 3.4, to the best of Seller's knowledge, there are no actions, complaints or proceedings pending or threatened as of the date hereof before the FCC or any other Governmental Authority relating to the business or operations of the Stations other than actions, complaints or proceedings that generally affect the broadcasting industry. Except as disclosed in Schedule 3.4, there are no applications before the FCC filed by Seller relating to the Stations. Except as disclosed in Schedule 3.4, the Licenses are in full force and effect and are unimpaired by any act or omission of Seller or its employees, and the operations of the Stations are in accordance therewith in all material respects. Except as disclosed in Schedule 3.4, the Stations are broadcasting at full, licensed, effective radiated power and the antenna height does not exceed the licensed height. All material reports, forms and statements required to be filed by Seller with the FCC with respect to the Stations have been filed and are complete and accurate in all material respects. Except as disclosed in Schedule 3.4, there are no facts which under the Communications Act of 1934, as amended, or the existing rules and regulations of the FCC (the "Communications Act"), would disqualify Seller as an assignor of the Licenses. Seller has not taken any action that would be likely to result in the FCC's denying the application to be filed by Buyer and Seller with the FCC for consent to the assignment of the Licenses to Buyer.

3.5.

(a) Schedule 3.5 contains a complete and accurate description of the Real Property and Seller's interests therein (including street address, legal description, owner, and use and the location of all improvements thereon, used in connection with the operation of the Stations). Seller has good and marketable fee simple title, to all fee estates (including the improvements thereon) included in the Real Property, free and clear of all liens, mortgages, pledges, covenants, easements, restrictions, encroachments, leases, charges, and other claims and encumbrances of any nature whatsoever, and without reservation or exclusion of any mineral, timber, or other rights or interests, except for any mortgages (which will be removed by Seller at or prior to Closing), liens for real estate taxes not yet due and payable and covenants, restrictions and easements disclosed on Schedule 3.5 or on any title commitment associated with the Real Property. Seller has legally assignable leasehold interests in any leaseholds used in connection with the operation of the Stations. All Real Property (including the improvements thereon) (i) is available for immediate use in the conduct of the business and operation of the Stations. Subject to matters of public record, Seller has full legal and practical access to the Real Property. At the Closing, Seller shall convey the Real Property to Buyer (as to fee estate land) by warranty deeds free and clear of any encumbrances except as set forth on Schedule 3.5 or on any title commitment associated with the Real Property and by assignment of lease as to any leasehold interests. Schedule 3.5 contains a list of all leases and other agreements pursuant to which Seller is a lessee or other user of real property, including any and all amendments and other modifications

(the “Real Property Agreements”). The Real Property Agreements constitute valid and binding obligations of Seller and, to the best of Seller’s knowledge, of all other parties thereto, enforceable in accordance with their terms (except as limited by laws affecting creditors’ rights or equitable principles generally), and are in full force and effect as of the date hereof. Seller is not in default under any of the Real Property Agreements and, to the best of Seller’s knowledge, the other parties to such agreements are not in default. Seller has not received or given written notice of any default thereunder from or to any of the other parties thereto, and no event has occurred, and no condition exists that, with the passage of time or giving of notice, or both, would constitute such a default by Seller, or, to the best of Seller’s knowledge, any other party, which has not been cured.

(b) All of the Real Property and improvements and the use thereof comply in all material respects with all applicable laws, statutes, ordinances, rules and regulations of Governmental Authorities, including those relating to zoning and the rules and regulations of the FCC.

(c) Seller has not received any notice of any appropriation, condemnation or like proceeding, or of any violation of any applicable zoning law, regulation or other law, order, regulation or requirement relating to or affecting such Real Property, or of the need for any material repair, remedy, construction, alteration or installation with respect to such Real Property, or any change in the means or methods of conducting operations thereon, nor, to the best of Seller’s knowledge, has any other person or entity received any such notice. The Real Property includes all real property used in the conduct of the business and operations of the Stations as now operated.

(d) To the best of Seller’s knowledge, without independent investigation, all towers, guy anchors and wires, buildings, fences and other improvements on the Real Property are located entirely within the boundary lines of such Real Property, and no structure of any kind encroaches on such Real Property in any manner that could adversely affect the use of such Real Property in the operations of the Stations.

3.6. Schedule 3.6 lists all material items of Tangible Personal Property. The Tangible Personal Property listed on Schedule 3.6 comprises all material items of tangible personal property currently used to conduct the business and operations of the Stations as now conducted. Except as described in Schedule 3.6, Seller owns and has good title to each item of Tangible Personal Property, and none of the Tangible Personal Property owned by Seller is subject to any security interest, mortgage, pledge, conditional sales agreement, or other lien or encumbrance, except for liens for current taxes not yet due and payable or as described on Schedule 3.6. Each item of Tangible Personal Property is available for immediate use in the business and operations of the Stations. To the best of Seller’s knowledge, all Tangible Personal Property and Assets, and the use and the state of maintenance thereof, are in compliance in all material respects with the Licenses and the rules and regulations of the FCC, and with all other applicable statutes, ordinances, rules and regulations of any Governmental Authority. All items of transmitting and studio equipment included in the Tangible Personal Property are in operating condition and sold “as is, where is”.

3.7. Schedule 3.7 is a true and complete list of all Assumed Contracts except contracts with advertisers for the sale of advertising time on the Stations for cash at prevailing rates and which have not been prepaid and which may be canceled by the Stations without penalty on not more than thirty days’ notice. Seller has delivered to Buyer true and complete copies of all Assumed Contracts. Seller has complied in all material respects with all Assumed Contracts and is not in default beyond any applicable grace periods under any of the Assumed Contracts, and, to the best of Seller’s knowledge, no other contracting party is in material default under any of the Assumed Contracts. Other than the Assumed Contracts listed on Schedule 3.7 and cash advertising contracts, Seller requires no contract, lease, or other agreement to enable it to carry on its business as now conducted. Except for the need to obtain the Consents listed in Schedule 3.8, Seller has full legal power and authority to assign its rights under the Assumed Contracts to Buyer in accordance with this Agreement, and such assignment will not affect the validity, enforceability, or continuation of any of the Assumed Contracts.

3.8. Except for the FCC Consent provided for in Section 6.1, and the Consents described in Schedule 3.8, no consent, approval, permit, or authorization of, or declaration to or filing with any governmental or regulatory authority, or any other third party is required (i) to consummate this Agreement and the transactions contemplated hereby, (ii) to permit Seller to assign or transfer the Assets to Buyer, or (iii) to enable Buyer to conduct the business and operations of the Stations in essentially the same manner as such business and operations are now conducted.

Buyer shall cooperate with Seller in obtaining any Consent described in Schedule 3.8, including but not limited to furnishing any third party with information necessary for that third party to furnish such Consent.

3.9. Schedule 3.9 is a true and complete list of all Intangibles, all of which are valid and in good standing and to Seller's knowledge, uncontested. Seller has delivered to Buyer copies of all documents establishing or evidencing all Intangibles. Seller has or will have as of the Closing Date good and marketable title to all rights and interests in the Intangibles, all of which will be free and clear of any third party interests or claims at the Closing. Seller is not aware that it is infringing upon or otherwise acting adversely to any trademarks, trade names, service marks, service names, copyrights, patents, patent applications, know-how, methods, or processes owned by any other person or persons, and there is no claim or action filed, or to the knowledge of Seller threatened, with respect thereto.

3.10. All reports and statements that the Stations is currently required to file with the FCC or with any other governmental agency have been filed and all reporting requirements of the FCC and other Governmental Authorities having jurisdiction over Seller and the Stations have been complied with. All of such reports and statements are substantially complete and correct as filed. Seller has paid to the FCC all annual regulatory fees payable with respect to the FCC Licenses required to be paid by Seller. Except as disclosed in Schedule 3.10 Seller has not received any notice asserting any noncompliance with any applicable statute, rule or regulation, whether federal, state or local. Seller is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency or other Governmental Authority or any other tribunal duly authorized to resolve disputes. To the best of Seller's knowledge, Seller is in compliance in all material respects with all laws, regulations and governmental orders applicable to the Assets and the conduct of the business and operations of the Stations, such that the failure to comply with could have a material adverse effect on the business, operations or condition (financial or otherwise) of the Stations, including without limitation all FCC and Federal Aviation Administration rules and regulations with respect to the height, lighting, effective radiated power and signal of the towers, antennae and other equipment used by the Stations. Except for the consent of the FCC to the assignment of the Licenses to Buyer as contemplated in this Agreement, no action, consent or other approval is required from Governmental Authorities in connection with the transactions contemplated by this Agreement. The "public files" of the Stations are maintained in compliance with FCC rules and policies.

3.11. Neither Seller nor any person acting on Seller's behalf has incurred any liability for any finders' or brokers' fees or commissions in connection with the transactions contemplated by this Agreement for which Buyer could become liable. Seller has engaged John L. Pierce as a broker for this transaction. Any fees due John L. Pierce shall be paid exclusively by Seller.

3.12 Except as set forth in Schedule 3.12, Seller is not subject to any judgment, award, order, writ, injunction, arbitration decision or decree which could affect Seller's ability to perform its obligations hereunder, and there is no litigation, proceeding or investigation pending or threatened against Seller or relating to the Stations or Assets in any federal, state or local court, or before any administrative agency or arbitrator or before any other tribunal duly authorized to resolve disputes, which could have any effect upon the business, property, assets or condition (financial or otherwise) of the Stations or Assets or which seeks to enjoin or prohibit, or otherwise questions the validity of, any action taken or to be taken pursuant to or in connection with this Agreement or which could materially adversely affect Seller's ability to perform its obligations under this Agreement.

3.13 Seller maintains policies of fire, casualty, liability and other forms of insurance in such amounts and against such risks and losses as Seller believes are reasonable and adequate for the business of the Stations and the Assets, and Seller will maintain such policies or arrangements until the Closing.

3.14 To the best of Seller's knowledge, without independent investigation, Seller has not received any notice of any radon, lead based paint, asbestos, hazardous or toxic materials, wastes, underground storage tanks, railroad derailments or spills, or substances or contamination in, on, or under the Real Property or the improvements thereon in violation of applicable Environmental, Health, and Safety Laws from any governmental agency. "Environmental, Health, and Safety Laws" means the Comprehensive Environmental Response, Compensation and

Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, and the Occupational Safety and Health Act of 1970, each as amended, together with all other laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder) of federal, state, local, and foreign governments (and all agencies thereof) concerning pollution or protection of the environment, public health and safety, or employee health and safety, including laws relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, or chemical, industrial, hazardous, or toxic materials or wastes into ambient air, surface water, ground water, or lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or chemical, industrial hazardous, or toxic materials or wastes.

#### SECTION 4 – BUYER’S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows:

4.1. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Colorado. Buyer has all requisite power and authority to execute and deliver this Agreement and the Escrow Agreement and the documents contemplated hereby and thereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Buyer hereunder and thereunder.

4.2. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary actions on the part of Buyer. This Agreement have been duly executed and delivered by Buyer and constitute the legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors’ rights generally and by judicial discretion in the enforcement of equitable remedies.

4.3. Subject to obtaining the Consents, the execution, delivery, and performance by Buyer of this Agreement and the Escrow Agreement and the documents contemplated hereby and thereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third party; (ii) will not conflict with the Articles of Organization or regulations of Buyer; (iii) will not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; or (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Buyer is a party or by which Buyer may be bound, such that Buyer could not acquire or operate the Assets.

4.4. Neither Buyer nor any person acting on Buyer’s behalf has incurred any liability for any finders’ or brokers’ fees or commissions in connection with the transactions contemplated by this Agreement for which Seller could become liable.

4.5. No representation or warranty made by Buyer in this Agreement or in any certificate, document, or other instrument furnished or to be furnished by Buyer pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact and required to make any statement made herein or therein not misleading.

4.6. Buyer is legally and financially qualified to become licensee of the Stations under the Communications Act of 1934, as amended, the rules and regulations of the FCC and Section 5301 of the Anti-Drug Act of 1988, as amended.

4.7. There is no action, suit, investigation or other proceedings pending, or, to Buyer’s best knowledge, threatened which may adversely affect Buyer’s ability to perform in accordance with the terms of this Agreement, and Buyer is unaware of any facts which could reasonably result in any such proceeding.

4.8. Buyer has the financial capacity to satisfy all of Buyer's obligations under this Agreement and the documents to be executed and exchanged at the Closing, and to perform all of Buyer's obligations at the Closing.

#### SECTION 5 - SELLER'S COVENANTS

5.1. Seller agrees that, between the date of this Agreement and the Closing Date, Seller shall operate the Stations diligently in the ordinary course of business in accordance with its past practices (except where such conduct would conflict with the following covenants or with Seller's other obligations under this Agreement), and in accordance with the other covenants in this Section 5.

5.2. Seller will not enter into any contract or commitment relating to the Stations or the Assets, or amend or terminate any Assumed Contract (or waive any material right thereunder), or incur any obligation (including obligations relating to the borrowing of money or the guaranteeing of indebtedness) that will be binding on Buyer after Closing, except for cash time sales agreements made in the ordinary course of business.

5.3. Seller shall not sell, assign, lease, or otherwise transfer or dispose of any of the Assets, except in the ordinary course of Seller's business, where no longer used or useful in the business or operations of the Stations or in connection with the acquisition of replacement property of equivalent kind and value.

5.4. Seller shall not take any action that is inconsistent with its obligations under this Agreement or that could hinder or delay the consummation of the transactions contemplated by this Agreement.

5.5. Seller shall use its best efforts to maintain all of the Assets in their current condition and use, operate, and maintain all of the Assets in a reasonable manner and in material accordance with the terms of the FCC Licenses, all rules and regulations of the FCC and generally accepted standards of good engineering practice.

5.6. Seller shall use its best efforts to obtain the Consents without any change in the terms or conditions of any Contract or License that could be less advantageous to the Stations than those pertaining under the Contract or License as in effect on the date of this Agreement. Seller shall promptly advise Buyer of any difficulties experienced in obtaining any of the Consents and of any conditions proposed, considered, or requested for any of the Consents.

#### SECTION 6 - PRIOR TO CLOSING

6.1.

(a) The assignment of the FCC Licenses in connection with the purchase and sale of the Assets pursuant to this Agreement shall be subject to the prior consent and approval of the FCC.

(b) Seller and Buyer shall promptly prepare an appropriate application for the FCC Consent and shall file the application with the FCC within ten (10) days of the execution of this Agreement. The cost of the FCC filing fee in connection with the application for such assignment shall be divided equally between the parties. Buyer and Seller shall be individually responsible for their respective attorney's fees connected with the application. The parties shall prosecute the application with all reasonable diligence and otherwise use their best efforts to obtain a grant of the application as expeditiously as practicable and shall oppose any objections to the grant of the application for the FCC Consent. Each party agrees to comply with any condition imposed on it by the FCC Consent, except that no party shall be required to comply with a condition if (1) the condition was imposed on it as the result of a circumstance the existence of which does not constitute a breach by the party of any of its representations, warranties, or covenants under this Agreement, and (2) compliance with the condition would have a material adverse effect upon it. Buyer and Seller shall oppose any requests for reconsideration or judicial review of the FCC Consent. If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent, and neither party shall have terminated this Agreement under Section 9, the parties shall jointly request an extension of the effective period of the FCC Consent. No extension of the FCC Consent shall limit the exercise by either party of its rights under Section 9.

6.2. Prior to Closing, Buyer shall not, directly or indirectly, control, supervise, direct, or attempt to control, supervise, or direct, the operations of the Stations; such operations, including complete control and supervision of all of the Stations' programs, employees, and policies, shall be the sole responsibility of Seller until the Closing.

6.3.

(a) The risk of any loss, damage, impairment, confiscation, or condemnation of any of the Assets from any cause whatsoever shall be borne by Seller at all times prior to the Closing.

(b) If any damage or destruction of the Assets or any other event occurs which prevents signal transmission by the Stations in the normal and usual manner and Seller cannot restore or replace the Assets so that such conditions are cured and normal and usual transmission is resumed before the Closing Date, the Closing Date shall be postponed, at Buyer's option, for a period of up to ninety (90) days, to permit the repair or replacement of the damage or loss.

(c) In the event of any damage or destruction of the Assets described above, if such Assets have not been restored or replaced and the Stations' normal and usual transmission resumed within the ninety (90) day period specified above, Buyer may terminate this Agreement forthwith without any further obligation hereunder by written notice to Seller. Alternatively, Buyer may, at its sole option, proceed to close this Agreement and complete the restoration and replacement of such damaged Assets at Buyer's expense after the Closing Date, in which event Seller promptly shall deliver to Buyer following receipt thereof insurance proceeds received prior to or after Closing in connection with such damage or destruction of the Assets equal in amount to the Buyer's costs and expense in connection with such restoration and replacement.

6.4. Except as necessary for the consummation of the transaction contemplated by this Agreement, including Buyer's obtaining of financing related hereto, and except as and to the extent required by law, including, without limitation, disclosure requirements of federal or state securities laws and the rules and regulations of securities markets, each party will keep confidential any information obtained from the other party in connection with the transactions contemplated by this Agreement. If this Agreement is terminated, each party will return to the other party all information obtained by such party from the other party in connection with the transactions contemplated by this Agreement.

6.5. Buyer and Seller shall cooperate fully with each other and their respective counsel and accountants in connection with any actions required to be taken as part of their respective obligations under this Agreement, and Buyer and Seller shall execute such other documents as may be reasonably necessary and desirable to the implementation and consummation of this Agreement, and otherwise use their best efforts to consummate the transaction contemplated hereby and to fulfill their obligations under this Agreement. Notwithstanding the foregoing, neither Seller nor Buyer shall have an obligation (i) to expend funds to obtain any of the Consents except for the FCC Consent and Seller's obligation to cure any default of Seller under any License or Assumed Contract or (ii) to agree to any adverse change in any License or Assumed Contract to obtain a Consent required with respect thereto.

6.6. Buyer shall provide Seller access and the right to copy for a period of three years from the Closing Date any books and records relating to the Assets.

6.7 From the date of this Agreement until the Closing Date, Seller will afford Buyer, its officers, counsel, accountants, engineers and other representatives, upon two (2) business days prior written notice, full access to the Assets, and all of Seller's real and personal properties, contracts, commitments and other related records, at all reasonable times during business hours, and such representatives will be furnished true and complete copies of the same as such representatives may reasonably request; provided, however, that such review shall be conducted so as to not interfere unreasonably with or disrupt the business and broadcast operations of Seller. Such access shall include, but not be limited to, the right to conduct or have conducted environmental, soil and other tests and to inspect the structural and physical condition of the Real Property and all improvements located thereon, and the mechanical, engineering, plumbing and utility systems located at such Real Property, together with all other aspects of the Real Property.

6.8 With respect to each parcel of Real Property, Buyer may at its option obtain a current ATLA/ACSM land title survey of such Real Property certified to the Buyer, prepared by a licensed surveyor and conforming to 2005 ALTA/ASCM Minimum Detail Requirements for Land Title Surveys, including Table A items 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 14, 15, 16, 18, and any significant observations not otherwise disclosed, and disclosing the location of all improvements, easements, party walls, sidewalks, roadways, utility lines, and other matters shown customarily on such surveys, and showing access affirmatively to public streets and roads (the "Survey"). The Survey shall not disclose any survey defect or encroachment from or onto such Real Property which has not been cured, with Buyer's consent in its discretion, or insured over prior to the Closing. The costs and expenses of such Survey shall be paid by Buyer. If Seller is unable to convey the Real Property without such survey defects or encroachments, Buyer shall have the right to cancel this Agreement by giving written notice of such cancellation to the other, at which time all liability by reason of this Agreement shall cease, and the Earnest Money shall be released to Buyer. Buyer may, nevertheless, at its option, accept the Real Property in such condition as Seller may be able to convey.

6.9 Buyer may at its option obtain title insurance commitments, policies, and riders with respect to each parcel of Real Property. If elected by Buyer, the cost of said commitments, policies and riders shall be paid by Buyer. If it should appear that the Real Property is affected by any outstanding interest, any unacceptable document, provision, or other matter, or questions of title that renders title unmarketable, uninsurable, or unacceptable to Buyer in its discretion, and if such interest, matter, question of title or violation may, according to reasonable expectations, be removed as an objection to title, Seller shall use best efforts to remove such question or discharge such interest, for which purpose Seller shall have a reasonable time, but in no event later than the Closing Date. If Seller is unable to remove such matter, Buyer's sole remedy shall be to terminate this Agreement and receive the return of the Earnest Money. If the Real Property is affected by any lien or encumbrance that may be discharged by the payment of an ascertainable amount, then it shall be Seller's obligation to discharge such lien or encumbrance at or prior to Closing. If Seller is unable to convey insurable, marketable and acceptable title, subject to and in accordance with the provisions hereof, Buyer shall have the right to cancel this Agreement by giving written notice of such cancellation to the other, at which time all liability by reason of this Agreement shall cease, and the Earnest Money shall be released to Buyer. Buyer may, nevertheless, at its option, accept such title as Seller may be able to convey.

6.11 Buyer, at its option, may obtain Uniform Commercial Code financing statement searches dated not earlier than ten (10) days prior to the Closing Date from each state and county in which Seller owns or leases any property showing no security interests, pledges, liens, claims or encumbrances in or affecting any part of the Assets, other than: (i) those that Seller causes to be released prior to or concurrently with the Closing Date; (ii) those for which Seller has assumed responsibility; or (iii) encumbrances or liens that Buyer expressly agrees in writing to accept. The cost of said searches shall be paid by Buyer.

6.12 Environmental Assessment. For each parcel of Real Property that is being purchased or leased hereunder, Buyer may obtain a Phase I (and Phase II if recommended) Environmental Assessment. The cost of preparation of the Phase I (and Phase II if recommended) Environmental Assessment shall be paid by Buyer. In the event that any remediation is recommended or required by said Assessment, Buyer may, at its sole option, either terminate this Agreement whereupon all liability with respect to this section shall cease and the Escrow Deposit shall be released to Buyer, or close this Agreement and take the Assets subject to such remediation matters.

## SECTION 7 OBLIGATIONS AT CLOSING

7.1. All obligations of Buyer at the Closing are subject at Buyer's option to the fulfillment prior to or at the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Seller contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time, except for changes contemplated by this Agreement.

(b) Covenants and Conditions. Seller shall have performed and complied in all material respects 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.

(c) Consents. All Consents on Schedule 3.8 shall have been obtained and delivered to Buyer without any adverse change in the terms or conditions of any agreement or any governmental license, permit, or other authorization.

(d) FCC Consent. The FCC Consent shall have been granted without the imposition on Buyer of any conditions that need not be complied with by Buyer under Section 6.1 hereof, Seller shall have complied with any conditions imposed on it by the FCC Consent, and the FCC Consent shall have become a Final Order. In its sole and absolute discretion, Buyer may elect to waive this contingency and close this transaction upon the FCC's Initial Order.

(e) Governmental Authorizations. Seller shall be the holder of all Licenses and there shall not have been any modification of any License that could have a materially adverse effect on the Stations or the conduct of its business and operations. No proceeding shall be pending or threatened the effect of which could be to revoke, cancel, fail to renew, suspend, or modify adversely any License.

(f) Deliveries. Seller shall have made or stand willing to make all the deliveries to Buyer set forth in Section 8.2.

(g) Adverse Change. Between the date of this Agreement and the Closing Date, there shall have been no material adverse change in the Tangible Personal Property, Real Property or Licenses of the Stations, including any damage, destruction, or loss affecting any assets used or useful in the conduct of the business of the Stations.

7.2. All obligations of Seller at the Closing are subject at Seller's option to the fulfillment prior to or at the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time, except for changes contemplated by this Agreement.

(b) Covenants and Conditions. Buyer shall have performed and complied in all material respects 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.

(c) Deliveries. Buyer shall have made or stand willing to make all the deliveries set forth in Section 8.3.

(d) FCC Consent. The FCC Consent shall have been granted without the imposition on Seller of any conditions that need not be complied with by Seller under Section 6.1 hereof and Buyer shall have complied with any conditions imposed on it by the FCC Consent. Assuming all other conditions precedent to Seller's obligation at Closing have been resolved, Buyer in its sole and absolute discretion may elect to cause Seller to close this transaction upon receipt of the Initial Order of the FCC as provided in Section 7.1(d).

## SECTION 8 - CLOSING PROCEDURES

### 8.1.

(a) Closing Date. The Closing shall take place at 10:00 a.m. on a date, to be set by Buyer on at least five days' written notice to Seller, that is (1) not earlier than the first business day after the FCC Consent is granted (the Initial Order), and (2) not later than ten business days following the date upon which the FCC Consent

has become a Final Order, subject to satisfaction or waiver of all other conditions precedent to the holding of the Closing. If Buyer fails to specify the date for Closing prior to the fifth business day after the date upon which the FCC Consent becomes a Final Order, the Closing shall take place on the tenth business day after the date upon which the FCC Consent becomes a Final Order.

(b) Closing Place. The Closing shall be held at any place that is agreed upon by Buyer and Seller.

8.2. Prior to or on the Closing Date, Seller shall deliver to Buyer the following, in form and substance reasonably satisfactory to Buyer and its counsel:

(a) Transfer Documents. Duly executed warranty deeds, bills of sale, motor vehicle titles, assignments, and other transfer documents which shall be sufficient to vest good and marketable title to the Assets in the name of Buyer, free and clear of all claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges or encumbrances, except for those arising pursuant to the terms of the Assumed Contracts or for liens for current taxes not yet due and payable;

(b) Consents. An executed copy of any instrument evidencing receipt of any Consent;

(c) Officer's Certificate. A certificate, dated as of the Closing Date, executed on behalf of Seller by an officer of Seller, certifying (1) that the representations and warranties of Seller contained in this Agreement are true and complete in all material respects as of the Closing Date as though made on and as of that date; and (2) that Seller has in all material respects performed and complied with all of its obligations, covenants, and agreements set forth in this Agreement to be performed and complied with on or prior to the Closing Date;

(d) Licenses, Contracts, Business Records, Etc. Copies of all Licenses, Assumed Contracts, blueprints, schematics, working drawings, plans, projections, engineering records, and all files and records used by Seller in connection with its operations of the Stations; and

(e) Other Documents. Such other documents and instruments as may be reasonably requested by counsel for Buyer. Seller shall obtain consents to assignments of the Real Property Agreements from Seller's lessors in a form reasonably acceptable to Buyer evidencing (i) Seller's material compliance with all material terms of the Real Property Agreements, including the timely payment of rent, and (ii) the lessor or lessors consent to the terms of the Real Property Agreements and the assignment of the Real Property Agreements. However, if said lessor or lessors require the personal guaranty of Buyer's principals as a condition precedent to furnishing such consent, and Buyer's principals are unable to convince said lessor to waive such requirement or are unwilling to provide such guarantee, then Seller shall be relieved of this obligation to furnish such consent to assignment prior to Closing.

8.3. Prior to or on the Closing Date, Buyer shall deliver to Seller the following, in form and substance reasonably satisfactory to Seller and its counsel:

(a) Purchase Price. The Purchase Price as provided in Section 2.3;

(b) Assumption Agreements. Appropriate assumption agreements pursuant to which Buyer shall assume and undertake to perform Seller's obligations under the Licenses and Assumed Contracts insofar as they relate to the time on and after the Closing Date or arise out of events occurring on or after the Closing Date.

(c) Officer's Certificate. A certificate, dated as of the Closing Date, executed on behalf of Buyer by an officer of Buyer, certifying (1) that the representations and warranties of Buyer contained in this Agreement are true and complete in all material respects as of the Closing Date as though made on and as of that date, and (2) that Buyer has in all material respects performed and complied with all of its obligations, covenants, and agreements set forth in this Agreement to be performed and complied with on or prior to the Closing Date;

(d) Loan Documents. A promissory note, UCC-1 Financing Statement and Security Agreement, and a Membership Pledge Agreement, together with any other ancillary loan documents required to perfect Seller's security interest in the tangible assets of the Stations and a pledge of the membership interests of the new licensee.

## SECTION 9 - TERMINATION

9.1. This Agreement may be terminated by Seller and the purchase and sale of the Stations abandoned, if Seller is not then in material default, upon written notice to Buyer, upon the occurrence of any of the following:

(a) Conditions. If on the date that would otherwise be the Closing Date any of the conditions precedent to the obligations of Seller set forth in this Agreement, including but not limited to Sections 6.8, 6.9 and 6.12, have not been satisfied or waived in writing by Seller.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order that would prevent or make unlawful the Closing.

(c) Upset Date. If the Closing shall not have occurred by August 31<sup>st</sup>, 2009.

(d) Breach. Without limiting Seller's rights under the other provisions of this Section 9.1, if Buyer has failed to cure or commenced to cure any material breach of any of its representations, warranties or covenants under this Agreement within fifteen days after Buyer received written notice of such breach from Seller.

9.2. This Agreement may be terminated by Buyer and the purchase and sale of the Stations abandoned, if Buyer is not then in material default, upon written notice to Seller, upon the occurrence of any of the following:

(a) Conditions. If on the date that would otherwise be the Closing Date any of the conditions precedent to the obligations of Buyer set forth in this Agreement have not been satisfied or waived in writing by Buyer.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any litigation, lis pendens, judgment, decree, or order that would prevent or make unlawful the Closing.

(c) Upset Date. If the Closing shall not have occurred by August 31<sup>st</sup>, 2009.

(d) Interruption of Service. If any event within the control of Seller shall have occurred that prevented signal transmission of the Stations as specified in Section 6.3 hereof.

(e) Breach. Without limiting Buyer's rights under the other provisions of this Section 9.2, if Seller has failed to cure or commenced to cure any material breach of any of its representations, warranties or covenants under this Agreement within fifteen days after Seller received written notice of such breach from Buyer.

9.3. Buyer has, simultaneous with the execution of this Agreement, deposited the Earnest Money Deposit with Escrow Agent. Such funds shall be held and disbursed in accordance with the following provisions:

(a) At the Closing, Seller shall apply such amount to the Purchase Price paid by Buyer as a credit.

(b) If this Agreement is terminated by Seller pursuant to Section 9.1 hereof due to Buyer's material breach of this Agreement, and Seller is not in material breach of any provision of this Agreement, Seller shall be entitled to receipt of the Earnest Money Deposit from the Escrow Agent.

(c) If this Agreement is terminated pursuant to its terms without default on the part of Buyer, or if Seller shall wrongfully refuse to close in accordance with the provisions of the Agreement, Buyer shall be entitled to return of the Earnest Money Deposit and all interest thereon.

9.4. If this Agreement is terminated pursuant to Section 9.1 or 9.2 and neither party is in material breach of any provision of this Agreement, the parties hereto shall not have any further liability to each other with respect to the purchase and sale of the Assets and the Earnest Money Deposit shall be returned to Buyer. If this Agreement is terminated by Seller due to Buyer's material breach of this Agreement and Seller is not in material breach of any provision of this Agreement, then the payment of the Earnest Money Deposit to Seller pursuant to Section 9.3(b) hereof shall be liquidated damages and shall constitute full payment and the exclusive remedy for any damages suffered by Seller by reason of Buyer's material breach of this Agreement. Seller and Buyer agree in advance that actual damages would be difficult to ascertain and that the amount of the Earnest Money Deposit in accordance with Section 9.3 hereof, together with any interest or other proceeds from the investment of that amount, is a fair and equitable amount to reimburse Seller for damages sustained due to Buyer's material breach of this Agreement. If this Agreement is terminated by Buyer due to Seller's material breach of any provision of this Agreement, and Buyer is not in material breach of any provision of this Agreement, Buyer shall have all rights and remedies available at law or equity, including the right to seek specific performance of this Agreement.

#### SECTION 10 - INTENTIONALLY OMITTED

#### SECTION 11 – NOTICES, MISCELLANEOUS

11.1. Any federal, state, or local sales or transfer tax arising in connection with the conveyance of the Assets by Seller to Buyer pursuant to this Agreement shall be paid by Seller. Buyer and Seller shall each pay one-half of all filing fees required by the FCC in connection with the FCC Consent. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution, and performance of this Agreement, including all fees and expenses of counsel, accountants, agents, and representatives. Buyer shall pay all taxes and recording fees associated with the recording of the deed for the Real Property together with any title insurance premiums and other charges.

11.2. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

If to Seller:

Metropolitan Radio Group, Inc.  
2010 S. Stewart  
Springfield, MO 65804  
Telephone: 417.862.0852

With a copy to:

Anthony T. Lepore, Esq., P.A.  
P.O. Box 823662  
South Florida, FL 33082-3662  
Telephone: 954.433.2126  
Facsimile: 954.436.6288

If to Buyer, to:

Exodus Broadcasting, LLC

David Moore, President  
4804 Cedarweed Blvd.  
Pueblo, CO 81001  
Telephone: 719.546.0042

With a copy to:  
Darrin L. Buxman  
Buxman Kwitek & Ohlsen, P.C.  
601 N. Main St., Ste. 200  
Pueblo, CO 81003  
Telephone: 719-544-5081  
Fax: 719-546-3457

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 11.2.

11.3. Neither party hereto may assign this Agreement without the prior written consent of the other party hereto; provided, however, that Buyer may assign its rights and obligations under this Agreement, in whole or in part, to one or more subsidiaries or commonly controlled affiliates of Buyer without seeking or obtaining Seller's prior approval. Notwithstanding any such assignment, Buyer shall not be relieved of any liability hereunder unless and until it shall have obtained the prior written consent of Seller. Upon any permitted assignment by Buyer or Seller in accordance with this Section 11.3, all references to "Buyer" herein shall be deemed to be references to Buyer's assignee and all references to "Seller" herein shall be deemed to be references to Seller's assignee, as the case may be. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.4. The parties shall take any reasonable actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement, including, in the case of Seller, any additional bills of sale, deeds, or other transfer documents that, in the reasonable opinion of Buyer, may be necessary to ensure, complete, and evidence the full and effective transfer of the Assets to Buyer pursuant to this Agreement.

11.5. **THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO (WITHOUT REGARD TO THE CHOICE OF LAW PROVISIONS THEREOF). ANY LITIGATION ARISING OUT OF THIS AGREEMENT SHALL BE FILED IN A STATE COURT OF COMPETENT JURISDICTION IN COLORADO.**

11.6. Buyer and Seller shall be equally responsible for all FCC related filing fees associated with this transaction. All other expenses incurred in the preparation and consummation of this Agreement, except as provided to the contrary herein or in such other agreement into which the parties may enter, shall be borne by the party incurring such expenses. All recording fees, costs and expenses, including title searches, title commitments, and title insurance premiums, associated with the transfer of real estate contemplated by this Agreement shall be borne by Buyer.

11.7. The headings in this Agreement are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

11.8. Words used in this Agreement, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires.

11.9. This Agreement, the schedules, hereto, and all documents, certificates, and other documents to be delivered by the parties pursuant hereto, collectively represent the entire understanding and agreement between

Buyer and Seller with respect to the subject matter hereof. This Agreement supersedes all prior negotiations between the parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

11.10. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 11.10.

11.11. Neither party shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated hereby or thereby without the prior written consent of the other party; provided, however, that nothing contained herein shall prevent either party from promptly making all filings with governmental authorities as may, in its judgment be required or advisable in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

11.12. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Purchase Agreement as of the day and year first above written.

METROPOLITAN RADIO GROUP, INC.

By: \_\_\_\_\_  
Name: Mark L. Acker  
Title: President

EXODUS BROADCASTING, LLC

By: \_\_\_\_\_  
Name: David Moore  
Title: President

SCHEDULE 2.2  
EXCLUDED ASSETS

SCHEDULE 3.4  
FCC LICENSES

KRMX – Pueblo, CO and all auxiliary facilities associated therewith.

KNKN – Pueblo, CO and all auxiliary facilities associated therewith.

Construction Permit for KNKN to upgrade to C1 facility, No. BPH-20070730ADP, expires October 11, 2010]

SCHEDULE 3.5  
REAL PROPERTY  
(Owned or Leased)

AM Studio – 2829 Lowell Avenue, Pueblo, CO (per deed recorded in Book 3050, Page 585) - Owned

FM Studio Site – Pueblo, CO (per deed recorded in Book 3022, Page 642) – Owned

FM Transmitter Site – McCarthy Dairy Farm – (per lease agreement dated 9/15/2003 with William McCarthy)

AM Transmitter Site – (per lease agreement dated April 1, 1995 with Glen Kittinger)

SCHEDULE 3.6  
Tangible Personal Property  
(Equipment List)

***KRMX Tower Site:***

Gates Transmitter  
280 foot tower  
AM processing equipment  
4 ft. satellite dish  
ATU  
Under transmission line  
Marti receiver  
Scala dish

***KNKN Tower Site:***

GFRC Shelter CO SN#504567 with Electrical and Cummins Power Command Transfer Switch  
Bard AC WA372AOXX SN HO318199150 SN HO318199151  
Open Frame 19" Rack  
Model 200 AD Series Compressor/Dehydrator  
Stealth 100M FM Exciter SN 400142 (Chassis) SN 040626 (Book)  
STL-R Receiver SN 040643  
Telular SX5 GSM Phonecell with Antenna and Transmission Line  
Sine System RFC-1/B Remote Control with Model RP-8 Relay Panel  
Old Telephone  
Heating Thermostat  
ECO-22 SN040625 FM transmitter with spare parts kit  
25 Kw SWR Harmonic Filter – Shop Order 04317-B  
700 feet +/- of 2 ¼ inch Flexline with connectors  
699 foot Tower with guys and associated fencing material  
Dielectric DCRC4ERP FM Antenna SN97018  
Directional Coupler  
Two (2) 90 degree SWR connectors  
Exhaust Ductwork (7 inch)  
Mounting Brackets  
STL 6 foot dish  
500 feet +/- 7/8 inch Foam Cable with connectors  
Flash Technology Quartz Halogen FTC 163H Controller with associated lighting  
Grounding materials

***KNKN/KRMX STUDIO INVENTORY:***

4 Black desks  
CTEC Board  
10 Channel Mixer  
4 Office desk chairs  
2 seating chairs  
6 inter-tel phones  
1 hole puncher  
8 desktop computers complete  
HP Laser Jet Printer  
OkiData Printer  
5 surge suppressors  
7 large black filing cabinets  
1 ten key TI-5630  
6 CD Players  
1 DAT player  
2 reel to reel machines  
1 copy machine  
4 on-air microphones  
1 wireless microphone  
EAS equipment  
FM Equipment Rack  
2 EAS systems  
FM Processing equipment  
LPB on-air board  
Spot Master on-air board

SCHEDULE 3.7  
ASSUMED CONTRACTS

FM Transmitter Site Lease Agreement with William McCarthy (dated 9/15/2003)  
AM Transmitter Site Lease Agreement with Glen Kittinger (dated 4/1/1995)

SCHEDULE 3.8  
REQUIRED CONSENTS

Consent to Assignment of FM Transmitter Site Lease Agreement (from William McCarthy). Buyer will be required to personally guarantee lease obligations to Lessor in order to obtain consent to assignment of lease.

Consent to Assignment of AM Transmitter Site Lease Agreement (from Glenn Kittinger).

SCHEDULE 3.9  
INTANGIBLES

The Call Signs “KNKN” and “KRMX”

SCHEDULE 3.10  
ESCROW AGREEMENT