

ASSET PURCHASE AGREEMENT

by and among

**Family Vision Ministries, Inc.
and
William B. and Martha J. Disney
("Sellers")**

and

**Community Broadcasting, Inc.
("Buyer")**

Dated as of September 21, 2007

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of September 21, 2007, by and between FAMILY VISION MINISTRIES, INC., an Arkansas corporation ("FVMI") and WILLIAM B. DISNEY and MARTHA J. DISNEY (the "Disneys," and, together with FVMI, "Sellers"), and COMMUNITY BROADCASTING, INC., a Delaware corporation ("Buyer").

RECITALS

A. FVMI is the licensee of radio broadcast station KAYH(FM), Fayetteville, Arkansas (FCC Facility ID No. 79130) ("KAYH") and the Disneys are the licensees of radio broadcast station KOFC(AM), Fayetteville, Arkansas (FCC Facility ID No. 72491) ("KOFC," and, together with KAYH the "Stations"). Sellers operate the Stations pursuant to certain licenses, franchises, authorizations and approvals issued by the Federal Communications Commission ("FCC").

B. Sellers desire to sell, assign and transfer to Buyer, and Buyer desires to purchase and acquire from Sellers substantially all of Sellers' assets used and useful in the operation of the Stations (except for the KOFC transmitter site, which Sellers will lease to Buyer under a lease), all under the terms and conditions described herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations, warranties and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 **PURCHASE AND SALE OF PROPERTIES AND ASSETS**

1.1 Assets. Sellers agree to sell and Buyer agrees to purchase all properties and assets, real, personal and mixed, tangible and intangible (except for the Excluded Assets, defined in Section 1.2, below), that are owned by Sellers and used or held for use by the Stations, and any property and assets (except for the Excluded Assets) that are acquired by Sellers between the date hereof and the Closing Date and are used or useful in the operations of the Stations (collectively, the "Assets"). The Assets shall include the following, except to the extent that any are Excluded Assets:

(a) Tangible Personal Property. All equipment, transmitters, antennas, cables, amplifiers, microwave equipment, converters, testing equipment, computers and computer equipment, furniture, fixtures, office materials and supplies, tools, spare parts, and other tangible personal property owned by Sellers on the date hereof that is used or held for use by Sellers in the operation of the Stations, as described on attached Schedule 1.1(a), together with any additions, modifications, alterations or improvements between the date of this Agreement and the Closing Date (collectively, the "Tangible Personal Property").

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(b) Licenses and Authorizations. All rights in and to the Authorizations (as defined in Section 2.7, below) issued to Sellers, which are listed and described on attached Schedule 1.1(b), including without limitation, all amendments and all applications therefor, together with any renewals, extensions or modifications thereof and additions thereto, and all approvals, licenses, orders, registrations, and variances obtained from any governmental entity.

(c) Leased Real Property. All of Sellers' interests in the leases, licenses, leased rights of way and other interests of every kind and description in and to all of the real property, towers, buildings and improvements thereon, leased by Sellers as of the date hereof and used or useful in connection with the operation of the Stations, which are listed and described on Schedule 1.1(c) (the "Leased Real Property"), and any additions, improvements and alterations thereto made between the date of this Agreement and the Closing Date.

(d) Contracts. All of Sellers' Contracts in connection with the business and operations of the Stations set forth on Schedule 1.1(d), together with all similar Contracts that are entered into in the Ordinary Course of Business of the Stations between the date of this Agreement and the Closing Date which Buyer, in its sole discretion, agrees in writing to assume. "Contracts" means unexpired agreements, arrangements, commitments or understandings, for cash or barter, express or implied, relating to the operation of the Stations, to which Sellers are a party or are bound. "Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

(e) Intangible Property. All call letters, software licenses, domain names, websites and other intangible rights, owned or licensed and used or held for use by Sellers in the operation of the Stations as of the date of this Agreement, including, without limitation, all of those listed and described on attached Schedule 1.1(e), and those acquired by Sellers between the date hereof and the Closing Date (collectively, the "Intangible Property").

(f) Files and Records. All files and other records of Sellers relating to the Stations and the Assets (other than duplicate copies of such files, hereinafter "Duplicate Records") including, without limitation, all books, files, correspondence, studies, reports, schematics, blueprints, engineering data, reports, specifications, statistics, records required by any federal, state or local government entity (including, but not limited to, all the full and complete local public inspection files for the Stations, all reports filed by or on behalf of Sellers with the FCC pertaining to the Stations, and statements of account pertaining to the Stations filed by or on behalf of Sellers with the U.S. Copyright Office), and all other business and technical information pertaining to the Stations regardless of the media on which stored.

(g) Prepaid Items. All prepaid expenses and prepaid *ad valorem* taxes (which shall be prorated, if applicable, as provided in Section 1.5).

(h) Transmitter Site Lease. Sellers also will enter into a Transmitter Site Lease, the form of which is attached hereto as Exhibit A (the "KOFC Site Lease"), whereby

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Sellers agree to lease to Buyer a site (the “KOF C Site”) used in the operation of the transmitter and tower for KOF C, satellite receiving dishes, and other equipment used and to be used by Buyer in operation of KOF C, for a period of up to three (3) years after the Closing Date, at a rental rate of One Dollar (\$1.00) per year.

1.2 Excluded Assets. The following assets of Sellers, to the extent in existence on the Closing Date (collectively, the “Excluded Assets”), shall be retained by Sellers:

(a) Benefit Plans and Assets. Pension, 401(k), profit sharing and savings plans and trusts and any other “employee benefit plan”, if any, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and any assets thereof.

(b) Corporate and Other Records. The corporate records of Sellers, and the Duplicate Records as defined in Section 1.1(f) above.

(c) Cash and Investments. All of Sellers’ cash on hand or in bank accounts and any other cash equivalents including, without limitation, certificates of deposit, commercial paper, treasury bills, or money market accounts.

(d) Contracts. Any written or oral contract, agreement, lease, guaranty, surety arrangement or other commitment related to the operation of the Stations, which is not set forth on Schedule 1.1(d).

(e) Real Property. All real property owned by Sellers (the “Real Property”).

(f) Other Excluded Property. Any other property specifically listed on Schedule 1.2(f) that Sellers intend to retain and not sell or assign to Buyer.

1.3 Liabilities

(a) Security Interests. The Assets shall be sold and conveyed to Buyer free and clear of all mortgages, liens, deeds of trust, security interests, pledges, options, restrictions, prior assignments, charges, claims, defects in title and encumbrances of any kind or type whatsoever (collectively, the “Security Interests”) except for liens for Taxes (as defined in Section 2.6), which are not yet due and payable, accruing before the Effective Time, as defined in Section 1.5 below (“Permitted Encumbrances”).

(b) Assumed Liabilities. Buyer shall only assume those liabilities arising from the Assets sold, transferred and assigned to Buyer at the Closing (the “Assumed Liabilities”). Buyer does not assume liability for any of the following:

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(i) any obligation of Sellers arising out of or relating to any pension, 401(k), employee benefit, retirement or profit sharing plan or trust, or any liability for continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”);

(ii) any obligation to continue to offer employment to any employee of Sellers, except for Mike Disney and Robert Johnson as set forth in Section 6.5 below;

(iii) any compensation or benefits or any severance pay or similar obligations to any employee or independent contractor of Sellers and any related payroll tax or other liability;

(iv) any liability or obligation of Sellers arising out of or relating to any litigation, proceeding or claim by any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, or governmental entity (or any department, agency, or political subdivision thereof) (“Person”) relating to Sellers, the Stations or the Assets at or before the Effective Time, whether such litigation, proceeding or claim is pending, threatened or asserted before, on or after the Closing Date;

(v) any financial debt or obligation due to the FCC in connection with the Stations by any and all entities with taxpayer identification numbers associated with Sellers or the Stations, existing at or before the Closing Date (“FCC Debt”);

(vi) any and all other liabilities, obligations, debts or commitments of Sellers whatsoever, whether accrued now or hereafter, whether fixed or contingent, whether known or unknown, or any claims asserted against Sellers, any employee of Sellers, the Stations or any of the Assets or other items owned by Sellers at the Effective Time relating to any event (whether act or omission) at or before the Effective Time, including, without limitation, Sellers’ obligation to pay Taxes; or

(vii) any contract or lease not expressly assumed by Buyer.

(c) Retained Obligations of Sellers. Sellers retain and shall hereafter pay, satisfy, discharge, perform and fulfill all obligations other than the Assumed Liabilities, as they become due, without any charge or cost to Buyer.

(d) Trade Accounts. Prior to Closing, all of Sellers’ trade and barter accounts, trade contracts and trade commitments receivable and payable (the “Trade Accounts”) in connection with the Stations shall be terminated and wound-up by Sellers, so that there will be no remaining obligations to provide airtime on the Stations after the Closing under such Trade Accounts.

1.4 Purchase Price, Payment, and Allocation.

(a) **Purchase Price.** The aggregate purchase price to be paid for the Assets will be Nine Hundred Thousand Dollars (\$900,000.00) as adjusted by Section 1.5 (the "Purchase Price"). Buyer and Sellers agree that the Purchase Price shall be allocated between the Stations one-half to KOFC and one-half to KAYH.

(b) **Method of Payment.** At Closing, the portion of the Purchase Price for KAYH shall be paid by Buyer to FVMI by wire transfer of funds pursuant to wire instructions of FVMI. Also at Closing, if the Closing occurs prior to December 31, 2007, a portion of the Purchase Price for KOFC shall be paid by Buyer to the Disneys by wire transfer of one-third of such portion of the Purchase Price pursuant to wire instructions of the Disneys, and the remaining two-thirds of the Purchase Price for KOFC shall be paid in the form of a promissory note delivered by Buyer to the Disneys at Closing which shall be in the form of the Promissory Note attached hereto as Exhibit B-1 providing for two payments of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) and interest at the rate of seven percent (7%) per year. The first of which payments being due on the 15th day of January, 2008, and the second payment being due on the 15th day of January, 2009. If, however, the Closing has not occurred prior to December 31, 2007, and the FCC Orders (as defined in Section 1.6 below) have been issued with no petitions to deny or informal objections having been filed with the FCC prior to issuance of such FCC Orders, then Buyer shall pre-pay to the Disneys a portion of the Purchase Price for KOFC by wire transfer on or before December 31, 2007, of one-third of such portion of the Purchase Price pursuant to wire instructions of the Disneys, then at the Closing Buyer shall pay to the Disneys the second one-third of such portion of the Purchase Price for KOFC by wire transfer pursuant wire instructions of the Disneys and the remaining one-third of the Purchase Price for KOFC shall be paid in the form of a promissory note delivered by Buyer to the Disneys at Closing which shall be in the form of the Promissory Note attached hereto as Exhibit B-2 providing for one payment on January 15, 2009 of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) and interest at the rate of seven percent (7%) per year. Any pre-payment of the Purchase Price by Buyer to the Disneys shall be refundable to Buyer in the event that this Agreement is subsequently terminated without the Closing having occurred. In the event that the Closing has not occurred prior to December 31, 2007, and either the FCC Order has not yet been issued prior to that date or the FCC Order was issued prior to that date but a petition to deny or informal objection was filed at the FCC, then at the Closing a portion of the Purchase Price for KOFC shall be paid by Buyer to the Disneys by wire transfer of one-third of such portion of the Purchase Price pursuant to wire instructions of the Disneys, and the remaining two-thirds of the Purchase Price for KOFC shall be paid in the form of a promissory note delivered by Buyer to the Disneys at Closing which shall be in the form of the Promissory Note attached hereto as Exhibit B-1 providing for two payments of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) and interest at the rate of seven percent (7%) per year. The first of which payments being due on the 15th day of January on the next year following the Closing and the second payment being due on the 15th day of January of the second year

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following the Closing. Sellers shall each deliver wire instructions to Buyer at least two business days before the Closing

(c) Allocation of Purchase Price. Consistent with the allocation of the Purchase Price between the Stations as described in subsection (a) above, Buyer and Sellers further agree to allocate the purchase prices among the Assets for each Station in the manner set forth on Schedule 1.4(c). The asset allocations agreed to by the parties pursuant to this Section 1.4(c) shall be referred to as the “Allocations.” Sellers and Buyer agree (i) to jointly complete Internal Revenue Service (“IRS”) Form 8594 in the manner required by Section 1060 of the Internal Revenue Code of 1986, as amended (the “Code”), the regulations thereunder and the Allocations, and to separately file such IRS Form 8594 with their federal income tax returns for the tax year in which the Closing occurs, and (ii) that neither Sellers nor Buyer will take a position on any tax return inconsistent with the Allocations without the written consent of the other party; *provided, however*, that nothing contained herein shall prevent Buyer or Sellers from settling any proposed deficiency or adjustment by any taxing authority based upon or arising out of the Allocations, and neither Buyer nor Sellers shall be required to litigate before any court, any proposed deficiency or adjustment by any taxing authority challenging such Allocations. Notwithstanding anything to the contrary in this Agreement, the provisions of this Section 1.4(c) shall survive the Closing. The purposes of the allocations set forth in subsections (a) and (c), and in Schedule 1.4(c) are for tax and other accounting matters only and shall not be construed to permit Buyer to purchase the Assets of one Station and not the other, it being the intent of both Buyer and Sellers that the Assets of both Stations shall be sold simultaneously to Buyer.

1.5 Adjustments.

(a) General Rule. The operation of the Stations and the income and normal operating expenses attributable thereto through 11:59:59 p.m. (Central Time) at the end of the Closing Date (the “Effective Time”) shall be for the account of Sellers and thereafter for the account of Buyer and, if any income or expense is properly allocable or credited, then it shall be allocated, charged or prorated accordingly. Expenses for goods or services received both before and after the Effective Time, and rents and similar prepaid and deferred items shall be prorated between Sellers and Buyer as of the Effective Time.

(b) Adjustment Schedule. Buyer will prepare and deliver to Sellers within ninety (90) days after the Closing Date a report computing the details of the determination, in accordance with the provisions of Section 1.5(a), of the final prorations as compared to the estimated prorations made at Closing. Within thirty (30) days after receiving the report, Sellers will provide Buyer with any objections or omissions to the computations. If Sellers have no objections, the party obligated to make payment under the report will do so within five business days after the expiration of the 30-day period. Any disagreement which cannot be resolved by the parties within thirty (30) days will be resolved by Sellers selecting one and Buyer selecting another independent, disinterested certified public accountant knowledgeable in the broadcast industry to resolve the

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dispute. If these two accountants cannot resolve the dispute within thirty (30) days after submission to them, then the two accountants shall select a third independent, disinterested certified public accountant knowledgeable in the broadcast industry and the agreement of two of the three accountants shall be binding on the parties and subject to judicial enforcement. Sellers and Buyer shall bear the costs of their own accountant and one-half of the cost of the third accountant.

1.6 Closing. The consummation of the transactions provided for in this Agreement (the “Closing”) shall take place, to the extent practicable, through an exchange of documents by facsimile and overnight courier, on a date designated by Buyer, provided that such date shall be within the time period of ten (10) business days after the FCC Orders have been issued by the FCC, and subject in all events to the satisfaction or waiver of the conditions specified in Articles 7 and 8 below. “FCC Orders” means the orders of the FCC consenting to the assignment of all Authorizations to Buyer without any conditions that would restrict, limit, increase the cost or burden of or otherwise adversely affect or impair, in any material respect, the right of Sellers or Buyer to the ownership, use, control, enjoyment or operation of the Stations or the proceeds therefrom; *provided, however*, that any condition which requires that the Stations be operated in accordance with conditions substantially similar to and not more adverse than those contained in the present Authorizations issued for operation of the Stations, shall not be applicable. At Buyer’s option, the date for consummation may be delayed to a date no later than five (5) business days after the FCC Orders becomes Final. “Final” means an order (i) which is effective, (ii) with respect to which no appeal, request for stay, request for reconsideration or other request for review is pending, (iii) with respect to which the time for appeal, requesting a stay, requesting reconsideration or requesting other review has expired, and (iv) which cannot be set aside *sua sponte*. The date on which the Closing is to occur is referred to herein as the “Closing Date.”

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers represent and warrant to Buyer that the statements contained in this Article 2 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 2). Nothing in a schedule referred to herein shall be deemed adequate to disclose an exception to a representation or warranty hereunder, unless the schedule identifies the exception with particularity and describes the relevant facts in detail. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself). The term “Knowledge,” when applied to Sellers herein, means actual knowledge, after due inquiry, of the Disneys and the officers of FVMI having responsibility for or holding a position that reasonably could be expected to involve substantial knowledge about the subject matter to which

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such knowledge relates, and due examination of any documents, correspondence or other items contained in the files of Sellers, as applicable, pertaining to such subject matter.

2.1 Company Status. FVMI is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Arkansas. FVMI has the requisite power to carry on its operations as they are now being conducted, to own and operate the KAYH, and to enter into and complete the transactions contemplated by this Agreement.

2.2 No Options. No other Person has an interest in, or option to acquire, any of the Assets or any property used in the operation of the Stations.

2.3 Authority. Each of the Disneys individually has the full legal right and capacity to execute, deliver and perform this Agreement and any documents contemplated hereby, to which each of them is a party, according to their respective terms. All corporate actions and proceedings necessary to be taken by or on the part of FVMI in connection with the performance, execution and delivery of this Agreement have been duly and validly taken. This Agreement has been duly and validly authorized, executed, and delivered by Sellers and constitutes the legal, valid and binding obligation of Sellers enforceable against Sellers in accordance with and subject to the terms contained herein.

2.4 No Defaults. Neither the execution, delivery and performance by Sellers of this Agreement nor the consummation by Sellers of the transactions contemplated hereby are events that, of themselves or with the giving of notice or the passage of time or both, will: (a) violate or conflict with any provision of the Articles of Incorporation or Bylaws (the "Governing Documents") of FVMI; (b) constitute a violation of, conflict with or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligations of Sellers under any contract, mortgage, indenture, agreement, lease or other instrument to which any of Sellers are a party or by which they are bound, or result in the creation of any security interest in the Assets; (c) violate any judgment, decree, order, statute, law, rule or regulation of any court, arbitrator or government or regulatory body applicable to Sellers, the Stations or the Assets; or (d) result in the creation or imposition of any lien, charge or encumbrance against the Stations or the Assets.

2.5 Contracts, Leases, Agreements and Other Commitments. Sellers have provided to Buyer complete and correct copies of all Contracts listed on Schedule 1.1(d), and all amendments, modifications, extensions and renewals thereof. No change in any material term or provision of any Contract will occur as a result of the acquisition of the Assets by Buyer or the assignment by Sellers of such Contract to Buyer.

2.6 Taxes.

(a) All federal, state and local returns, reports, estimates and other statements ("Returns") required to have been filed with any jurisdiction by Sellers with respect to

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the operation of the Stations and any income, franchise, property, sales, value-added, payroll, withholding, excise, assessment, levy, capital and all other taxes, duties, penalties, assessments or deficiencies of every nature and description (collectively, "Taxes") have been duly and timely filed by Sellers and each such Return correctly reflects the amount of Taxes required to be reported and/or paid. Sellers have paid all Taxes due and payable that they are required to pay. No consent extending the applicable statute of limitations has been filed by or for Sellers with respect to any of such Taxes for any years.

(b) Sellers have withheld amounts from their employees working at the Stations in accordance with applicable law. With respect to such employees, Sellers have filed all Returns required to be filed and paid all required Taxes for employee income tax withholding, social security, Medicare and unemployment taxes and other similar taxes and charges, in compliance with the tax withholding provisions of the Code and other applicable federal, state and local laws.

2.7 Licenses. Sellers are the holders of all licenses, permits, franchises, authorizations and approvals, including associated broadcast auxiliary licenses and authorizations of any governmental or quasi-governmental authority required for the operation of the Stations (collectively, the "Authorizations") and all of such licenses, permits and authorizations are listed on Schedule 1.1(b). Except for pending applications for authorizations disclosed on Schedule 1.1(b) (if any), the Authorizations constitute all of the licenses and authorizations required under the Communications Act of 1934, as amended (the "Communications Act"), or the current rules, regulations and policies of the FCC for the operation of the Stations. The Authorizations are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending or threatened any action by or before the FCC to revoke, suspend, cancel, rescind or modify any of the Authorizations (other than proceedings to amend FCC rules of general applicability) and there is not now issued, outstanding, pending or, to Sellers' Knowledge, threatened by or before the FCC, any complaint, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or FCC Debt against Sellers or the Stations. The Stations are and will be on the Closing Date operating in compliance with the Authorizations, the Communications Act and the current rules, regulations and policies of the FCC in all material respects and the ordinances, rules, regulations and policies of the State of Arkansas.

2.8 Additional Regulatory Matters.

(a) **Reports.** All reports, filings and payments required to be filed with or paid to the FCC and any other governmental entity by Sellers in connection with the Stations or the Assets have been timely filed. All such reports and filings are accurate and complete and from the date hereof to the Effective Time all reports required to be filed will be accurate, complete and filed on a timely basis. Sellers maintain appropriate public files at the Stations as required by FCC rules. Sellers are operating only those facilities for which appropriate Authorizations have been obtained from the FCC.

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(b) RF Radiation. The operation of the Stations does not cause or result in exposure of workers or the general public to levels of radio frequency radiation in violation of FCC Rule 1.1310 or FCC OST/OET Bulletin Number 65.

(c) FAA Compliance. Sellers, the Assets, and the Tower (defined in Section 8.1(f) below) are in compliance with the rules and regulations of the Federal Aviation Administration (the “FAA”) applicable to the Stations in all material respects. The Tower is in compliance with all painting, lighting and tower registration requirements of the FAA, the FCC and any other governmental authority in all material respects. There are no pending applications with the FAA with respect to the Tower.

2.9 Real Property. The Real Property subject to the KOFC Site Lease, and the improvements located on such Real Property, are being sold to Buyer in “as-is” condition as of the time of inspection by Buyer in accordance with Section 10.1(f) below. There are no condemnation or eminent domain proceedings pending or, to Sellers’ Knowledge, threatened against such Real Property. Sellers have fee simple title to the Real Property. Sellers have not received any notice alleging that such Real Property fails to comply with applicable zoning laws or the building, health, fire and environmental protection codes of applicable governmental jurisdictions.

2.10 Leased Real Property.

(a) Leases. Sellers have provided to Buyer true and complete copies of all real property lease agreements listed in Schedule 1.1(c), including all amendments and modifications thereto, and all other leases or licenses or other rights to possession of any real property used or held by Sellers in connection with the operation of the Stations (the “Real Property Leases”).

(b) Interests. The Leased Real Property and all of the improvements thereon owned by Sellers (the “Owned Improvements”) are being conveyed to Buyer in “as-is” condition as of the time of inspection by Buyer in accordance with Section 10.1(f) below. Sellers have received no notice alleging that the Leased Real Property or the Owned Improvements fail to comply with applicable zoning laws or the building, health, fire and environmental protection codes of applicable governmental jurisdictions.

(c) All Leases. The Real Property Leases constitute all the real property leases used or useful in connection with the operation of the Stations to which Sellers are lessees and the Real Property and the Leased Real Property are the only real property now used by Sellers in the operation of the Stations as the Stations are presently operated.

(d) Good Title. With respect to the Real Property Leases, Sellers have good title to their respective leasehold interests in such real property and the Owned Improvements, in each case, free and clear of all liens, claims and encumbrances. With respect to each such lease: (i) the lease is in full force and effect, (ii) all accrued and currently payable rents and other payments

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required by such lease to be paid by Sellers thereto have been paid, (ii) Sellers entered into such lease in the Ordinary Course of Business and Sellers have been in peaceable possession since the beginning of the original term of any such lease, (iv) neither Sellers nor any other party thereto is in default under any such lease, (v) Sellers have not given nor received any notice of default or termination, and no condition exists and no event has occurred that, with the giving of notice, the lapse of time or the happening of any further event would become a default or permit early termination under the lease, and (vi) subject to obtaining the Consents described in Section 4.7 below, the validity or enforceability of the lease will in no way be affected by the sale of the Assets or the other transactions contemplated herein.

2.11 Assets/Tangible Personal Property.

(a) All Assets. The Assets constitute all of the assets used, useful, or necessary to conduct the operation of the Stations as presently conducted and as presently proposed to be conducted, except for contracts that Buyer is not assuming hereunder.

(b) Tangible Personal Property. The Tangible Personal Property listed in Schedule 1.1(a) is a true and complete list as of the date hereof of all items of tangible personal property of every kind or description owned by Sellers and used or useful in the operation of the Stations included in the Assets, except office materials and supplies (which office supplies or any replacements thereof shall be part of the Assets) and any Excluded Assets.

(c) Good Title, Condition. Sellers have good, valid and marketable title to or the unrestricted right to use all of the Assets owned by them, free and clear of all Security Interests of every kind or character (other than Permitted Encumbrances). Sellers are the owners, lessees or licensees of all of the Tangible Personal Property listed on the Schedules to this Agreement. All Tangible Personal Property is being sold to Buyer in “as-is” condition as of the time of inspection by Buyer in accordance with Section 10.1(f) below.

2.12 Environmental Matters. Sellers are in compliance with all federal, state and local laws and regulations in all material respects relating to pollution and the discharge of materials into the environment (collectively, the “Environmental Laws”). Sellers hold all the permits, licenses and approvals of governmental authorities necessary for occupancy of the Real Property subject to the KOFC Site Lease or operation of the Stations under applicable Environmental Laws (the “Environmental Permits”). Sellers are in compliance with the Environmental Permits. There are no underground or aboveground storage tanks, polychlorinated biphenyls (PCBs), or asbestos or asbestos-containing materials located on any of the Real Property, or, to Sellers’ Knowledge, on the Leased Real Property. No hazardous or toxic substances have been released, discharged or disposed of on any of the Real Property subject to the KOFC Tower Lease, or, to Sellers’ Knowledge, on the Leased Real Property. No litigation or proceeding relating to Environmental Laws, Environmental Permits or any release, discharge or disposal of hazardous or toxic substances is pending or, to Sellers’ Knowledge threatened against the Stations or Sellers.

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2.13 Compliance with Law and Regulations. The Stations, the Assets, and Sellers are in compliance with all requirements of federal, state and local law and all requirements of all federal, state and local governmental bodies or agencies having jurisdiction over any of them in all material respects, the operations of the Stations, the use of Sellers' properties and assets (including the Assets), the Real Property that is subject to the KOFC Site Lease, and the Leased Real Property. Sellers have received no notice from any federal, state or municipal authority or any insurance or inspection body that any of the Sellers' properties, facilities, equipment or business procedures or practices fails to comply with any applicable law, ordinance, regulation, building or zoning law or requirement of any public authority or body.

2.14 Insurance. Sellers maintain and will continue to maintain in full force and effect through the Effective Time, insurance policies covering them, the Stations and the Assets in amounts and insuring against hazards. Sellers have received no notice from any issuer of any such policies of its intention to cancel, terminate or refuse to renew any insurance policy.

2.15 Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending or, to Sellers' Knowledge, threatened against Sellers, nor, to Sellers' Knowledge, is there any basis for any such suit, arbitration, administrative charge or other legal proceedings, claim or governmental investigation. Sellers have not been operating under or subject to, or in default with respect to, any order, writ, injunction or decree relating to the Stations or the Assets of any court or federal, state, municipal or other governmental department, commission, board, agency or instrumentality which would have an adverse effect on the condition of the Stations or any of the Assets or on the ability of Sellers to enter into this Agreement or consummate the transactions contemplated hereby.

2.16 Intangible Property. Sellers have all right, title and interest in and to all Intangible Property necessary in the operation of the Stations as presently operated and as presently proposed to be operated. Sellers have not received notice of any claim against them involving any conflict or claim of conflict of any of the items listed on Schedule 1.1(e), and, to Sellers' Knowledge, there is no basis for any such claim of conflict. Each item of Intangible Property owned or used by Sellers in the operation of the Stations immediately before the Closing will be owned or available for use by Buyer on identical terms and conditions immediately after the Closing. Sellers have taken all necessary action to maintain and protect each item of Intangible Property that they own or use in the operation of the Stations. Sellers have not received notice of any claim of infringement of any third-party's copyright, patent, trademark, service mark, logotype, license or other proprietary right, including the use of any call sign, slogan or logo by any broadcast station or cable systems that may be confusingly similar to the call signs, slogans and logos currently used by the Stations. Sellers own or possess adequate licenses or other rights to use all copyrights, patents, and other intangible rights used to operate the Stations.

2.17 Bulk Sales. Neither the sale and transfer of the Assets pursuant to this Agreement, nor Buyer's possession and use thereof from and after the Closing because of such sale

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and transfer, will be subject to: (a) any law pertaining to bulk sales or transfers or to the effectiveness of bulk sales or transfers as against creditors of Sellers; or (b) the imposition of any liability on Buyer for appraisal rights or other liability owing to Sellers.

2.18 Brokers. There is no broker or finder or other Person who would have any valid claim through Sellers against any of the parties to this Agreement for a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement of or action taken by Sellers.

2.19 Bankruptcy. Sellers are neither insolvent nor the subject of bankruptcy or any similar proceeding.

2.20 Disclosure. No provision of this Agreement relating to Sellers, the Stations or the Assets, nor any other document, Schedule, Exhibit or other information furnished by Sellers to Buyer in connection with the execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated to make the statement, in light of the circumstances in which it is made, not misleading. All Schedules attached hereto are accurate and complete as of the date hereof or the dates specified on the Schedules.

ARTICLE 3 **REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Sellers that the statements contained in this Article 3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 3). The term “Knowledge,” when applied to Buyer herein, means actual knowledge after (i) due inquiry of officers of Buyer having responsibility for or holding a position that reasonably could be expected to involve substantial knowledge about the subject matter to which such knowledge relates, and (ii) due examination of any documents, correspondence or other items contained in the files of Buyer, as applicable, pertaining to such subject matter.

3.1 Qualification as a Broadcast Licensee. Buyer is financially qualified and, to Buyer’s Knowledge, is legally, qualified under the Communications Act and the rules, regulations and policies of the FCC to acquire the Assets from Sellers. There is no fact or condition known to Buyer that would, under the Communications Act and the existing rules, regulations and policies of the FCC, disqualify Buyer as owner and operator of the Stations or constitute grounds for the filing of a petition to deny or objection related to the qualifications of Buyer or that would reasonably be expected to result in a delay of the FCC Orders. To Buyer’s Knowledge, no waiver of any FCC

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rule, regulation or policy existing as of the date of this Agreement will be required, with respect to Buyer, to obtain the FCC Orders.

3.2 Status.

(a) Buyer. Buyer is a non-profit corporation duly organized, in good standing and validly existing under the laws of the State of Delaware. Buyer is (or will be at the Closing) duly authorized to transact business in the State of Arkansas. Buyer has the requisite power to carry on its business as it is now being conducted and to enter into and complete the transactions contemplated by this Agreement.

(b) Approvals and Consents. There are no approvals or consents of Persons not a party to this Agreement that are legally or contractually required to be obtained by Buyer in connection with the consummation of the transactions contemplated by this Agreement, other than the FCC Orders.

3.3 No Defaults. Neither the execution, delivery and performance by Buyer of this Agreement nor the consummation by Buyer of the transactions contemplated hereby is an event that, of itself or with the giving of notice or the passage of time or both, will: (a) violate or conflict with any provision of the Certificate of Incorporation or Bylaws of Buyer, (b) constitute a violation of, conflict with or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation under any contract, mortgage, indenture, agreement, lease or other instrument to which Buyer is a party or by which it is bound or the assets of it are bound, or by which it may be affected, or result in the creation of any Security Interest on any of the assets of Buyer, or (c) violate any judgment, decree, order, statute, law, rule or regulation of any court, arbitrator or government or regulatory body applicable to Buyer or the assets of Buyer.

3.4 Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending or, to Buyer's Knowledge, threatened against Buyer affecting Buyer's qualification to hold an FCC license or its ability to purchase and acquire the Assets nor, to Buyer's Knowledge, is there any basis for any such suit, arbitration, administrative charge or other legal proceedings, claim or governmental investigation. Buyer has not been operating under or subject to, or in default with respect to, any order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, agency or instrumentality which would have an adverse effect on Buyer's ability to enter into this Agreement or consummate the transactions contemplated hereby.

3.5 Authority. All actions and proceedings necessary to be taken by or on the part of Buyer in connection with the performance, execution and delivery of this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with and subject to its terms.

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3.6 Brokers. Buyer has an arrangement with Media Services Group, Inc., in connection with the transactions contemplated by this Agreement. Buyer shall be responsible for the payment at Closing of all fees owed to Media Services Group, Inc., in connection with the transactions contemplated by this Agreement. Other than Media Services Group, Inc., there is no broker or finder or other Person who would have any valid claim through Buyer against any of the parties to this Agreement for a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement of, or action taken by, Buyer.

3.7 Full Disclosure. No provision of this Agreement relating to Buyer or any other document, or other information furnished by Buyer to Sellers in connection with the execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated to make the statement, in light of the circumstances in which it is made, not misleading.

ARTICLE 4 **COVENANTS OF SELLERS PENDING THE CLOSING**

Sellers covenant and agree that, from the date hereof until the completion of the Closing:

4.1 Operations of the Business. Sellers shall carry on operations of the Stations and keep its records and files in the usual and ordinary manner in which the operations of the Stations have been conducted in the past. Sellers shall operate the Stations in compliance with the terms of the Authorizations and all applicable laws, rules and regulations, including, without limitation, FCC rules and regulations in all material respects.

4.2 Access to Facilities, Files and Records. At the reasonable request of Buyer and on reasonable advance notice, Sellers shall from time to time promptly give or cause to be given to the employees, accountants, counsel, agents, consultants and representatives of Buyer full access during normal business hours to: (i) all facilities, properties, records and files of every character, including, without limitation, equipment, machinery, fixtures, furniture, and accounts payable relating to the Stations; and (ii) all such other information concerning the Stations and the Assets as Buyer may reasonably request.

4.3 Changes to Representations and Warranties. Sellers shall give detailed written notice to Buyer promptly on learning of the occurrence of any event that would cause or constitute a breach, or that would have caused a breach had such event occurred or been known to Sellers on or before the date of this Agreement, of any of Sellers' representations or warranties contained in this Agreement or in any Schedule attached hereto. Any such notice to Buyer,

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similar informal notice by Sellers to Buyer, or independent investigation, examination, or other source of knowledge by Buyer regarding a breach of Sellers' representations and warranties shall not in any way diminish or obviate any representations or warranties of Sellers made in this Agreement, the Exhibits, Schedules and documents delivered pursuant to this Agreement.

4.4 Notice of Proceedings. Sellers shall promptly notify Buyer in writing upon: (a) receiving notice of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement or the transactions contemplated hereunder; or (b) receiving any notice from any governmental department, court, agency or commission of its intention (i) to institute an investigation into, or institute a suit or proceeding to restrain or enjoin, the consummation of this Agreement or such transactions, or (ii) to nullify or render ineffective this Agreement or such transactions if consummated.

4.5 Consummation of Agreement. Subject to the provisions of Section 10.1 of this Agreement, Sellers shall fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement and cause the transactions contemplated by this Agreement to be fully carried out.

4.6 Applications for FCC Consent. As promptly as practicable after the date of this Agreement, and in no event later than five (5) business days after the full execution of this Agreement, Sellers shall cause to be filed applications with the FCC requesting the FCC's written consent to the assignment of the Authorizations to Buyer. Sellers shall use their best efforts, to take all steps that are proper, necessary or desirable to expedite the preparation of such applications and prosecution to favorable conclusions. Sellers shall promptly provide Buyer with a copy of any pleading, order or other document served upon Sellers relating to such applications. Sellers shall furnish all information required of them by the FCC. Buyer shall pay any and all costs and expenses incurred in connection with the preparation and prosecution of such applications. If Closing occurs hereunder after the FCC Orders has been granted, but prior to the FCC Orders becoming Final, then Sellers' and Buyer's obligations under this Section shall survive the Closing until the FCC Orders becomes Final.

4.7 Consents and Estoppel Certificates. Sellers shall use their best efforts to obtain, prior to Closing, the consent or approval of any third Person required under any Contract and Real Property Lease to assign any such Contract and Real Property Lease from Sellers to Buyer, including providing adequate notice of the assignment where applicable. Sellers, at Sellers' expense, will obtain and deliver to Buyer (a) written estoppel certificates (the "Estoppel Certificates") duly executed by the landlords for the Leased Real Property, in form and substance reasonably satisfactory to Buyer.

4.8 Environmental Study. Sellers shall allow Buyer, at Buyer's expense, to conduct any and all investigations, examinations and studies for the Real Property as Buyer deems necessary including, but not limited to, an environmental study.

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4.9 Publicity. Sellers shall not issue or cause the publication of any press release or any other public statement or any correspondence or other communication with respect to the execution of this Agreement unless such release or statement has been consented to by Buyer.

4.10 Exclusivity. Sellers will not (i) solicit, initiate, or encourage the submission of any proposal or offer from any Person to purchase any portion of the Assets (including any acquisition structured as a merger, consolidation, or exchange), or (ii) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any Person to do or seek any of the foregoing. Sellers will notify Buyer immediately if any Person makes any proposal, offer, inquiry, or contact with respect to any of the foregoing.

4.11 Confidentiality. Any and all information, disclosures, knowledge or facts regarding Buyer and its operations derived from or resulting from Sellers' acts or conduct (including, without limitation, acts or conduct of Sellers' officers, employees, accountants, counsel, agents, consultants or representatives, or any of them (collectively, "Representatives")) under the provisions of this Section or otherwise obtained by Sellers or Representatives pursuant to or in connection with this Agreement, shall be confidential and shall not be divulged, disclosed or communicated to any other Person, except as required by law and to Sellers' Representatives and their respective attorneys for the purpose of consummating the transactions contemplated by this Agreement. Sellers shall be responsible for any breach of confidentiality by any such Person.

ARTICLE 5

COVENANTS OF BUYER PENDING THE CLOSING

Buyer covenants and agrees that, from the date hereof until the completion of the Closing:

5.1 Representations and Warranties. Buyer shall give detailed written notice to Sellers promptly on learning of the occurrence of any event that would cause or constitute a breach, or that would have caused a breach had such event occurred or been known to Buyer on or before the date of this Agreement, of any of Buyer's representations or warranties contained in this Agreement or in any Schedule attached hereto. Any such notice to Sellers, similar informal notice by Buyer to Sellers, or independent investigation, examination, or other source of knowledge by Sellers regarding a breach of Buyer's representations and warranties shall not in any way diminish or obviate any representations or warranties of Buyer made in this Agreement, the Exhibits, Schedules and documents delivered pursuant to this Agreement.

5.2 Notice of Proceedings. Buyer will promptly notify Sellers in writing upon:
(a) becoming aware of any order or decree or any complaint praying for an order or decree

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restraining or enjoining the consummation of this Agreement or the transactions contemplated hereunder; or (b) receiving any notice from any governmental department, court, agency or commission of its intention (i) to institute an investigation into, or institute a suit or proceeding to restrain or enjoin, the consummation of this Agreement or such transactions, or (ii) to nullify or render ineffective this Agreement or such transactions if consummated.

5.3 Consummation of Agreement. Subject to the provisions of Section 10.1 of this Agreement, Buyer shall fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement and cause the transactions contemplated by this Agreement to be fully carried out.

5.4 Applications for FCC Consent. As promptly as practicable after the date of this Agreement, and in no event later than five (5) business days after the full execution of this Agreement, Buyer shall fully cooperate with Sellers in any way requested by Sellers to prepare and file the applications requesting the FCC's written consent to the assignment of the Authorizations to Buyer as provided in Section 4.6 and take all such steps that are proper, necessary or desirable to expedite the prosecution of such applications to favorable conclusions. Buyer shall pay any and all costs and expenses incurred in connection with the preparation and prosecution of such applications. If Closing hereunder occurs after the FCC Orders have been granted, but prior to the FCC Orders becoming Final, then Buyer's obligations under this Section shall survive the Closing until the FCC Orders become Final.

5.5 Publicity. Buyer shall not issue or cause the publication of any press release or any other public statement or any correspondence or other communication with respect to the execution and Closing of this Agreement unless such release or statement has been consented to by Sellers.

5.6 Confidentiality Any and all information, disclosures, knowledge or facts regarding Sellers and the Assets derived from or resulting from Buyer's acts or conduct (including, without limitation, acts or conduct of Buyer's Representatives) under the provisions of this Section or otherwise obtained by Buyer or its Representatives pursuant to or in connection with this Agreement, shall be confidential and shall not be divulged, disclosed or communicated to any other Person, except as required by law and to Buyer's Representatives and their respective attorneys for the purpose of consummating the transactions contemplated by this Agreement. Buyer shall be responsible for any breach of confidentiality by any such Person.

ARTICLE 6

CONDITIONS TO THE OBLIGATIONS OF SELLERS

The obligations of Sellers under this Agreement are, at its option, subject to the fulfillment of the following conditions before or on the Closing Date:

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6.1 Representations, Warranties and Covenants.

(a) Representations True. Each of the representations and warranties of Buyer contained in this Agreement shall have been true and correct as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall then be true and correct in all material respects except to the extent changes are permitted or contemplated pursuant to this Agreement;

(b) Buyer Compliance. Buyer shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it before or on the Closing Date;

(c) Certificate of Buyer. Buyer shall have furnished Sellers with a certificate, dated the Closing Date and duly executed by an officer of Buyer to the effect that the conditions set forth in Sections 6.1 (a) and (b) have been satisfied; and

(d) Other Documents. Sellers shall be furnished with such certificates, documents or instruments with respect to Buyer as Sellers may have reasonably requested before the Closing to carry out the intent and purposes of this Agreement.

6.2 Proceedings.

(a) No Injunction. No party shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

(b) Postponement. In the event such a restraining order or injunction is in effect, this Agreement may not be terminated by Sellers pursuant to this Section 6.2 before the Final Closing Date, but the Closing shall be delayed during such period. This Agreement may be terminated after such date if such restraining order or injunction remains in effect.

6.3 Deliveries. Buyer shall have complied with each and every one of its obligations set forth in Section 8.2.

6.4 Authorizations. The FCC Orders shall have been granted.

6.5 Offers of Employment to Key Personnel. Buyer shall have offered continued employment at the Stations to Mike Disney and Robert Johnson under the terms and conditions set forth in the form of Employment Contract attached hereto as Exhibit C.

ARTICLE 7
CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement are, at its option, subject to the fulfillment of the following conditions before or on the Closing Date:

7.1 **Representations, Warranties and Covenants.**

(a) **Representations True.** Each of the representations and warranties of Sellers contained in this Agreement shall have been true and correct as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall then be true and correct in all material respects except to the extent changes are permitted or contemplated pursuant to this Agreement;

(b) **Sellers' Performance.** Sellers shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it before or on the Closing Date;

(c) **Sellers' Certificates.** Sellers shall have furnished Buyer with certificates, dated the Closing Date and duly executed by the Disneys and an officer of FVMI, to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied;

(d) **Other Documents.** Buyer shall be furnished with such certificates, documents or instruments with respect to Sellers as Buyer may have reasonably requested before the Closing to carry out the intent and purposes of this Agreement.

7.2 **Proceedings.**

(a) **No Injunction.** No party shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

(b) **Postponement.** If such a restraining order or injunction is in effect, then this Agreement may not be terminated by Buyer pursuant to this Section before the Final Closing Date, but the Closing shall be delayed during such period. This Agreement may be terminated after such date if such restraining order or injunction remains in effect.

7.3 **Liens Released.** All Security Interests pertaining to the Assets shall be released of record and there shall be no liens in respect of the Assets, except Permitted Encumbrances.

7.4 **Deliveries.** Sellers shall have complied with each and every one of their obligations set forth in Section 8.1.

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7.5 Authorizations. The FCC Orders shall be effective and shall have become Final (unless Finality is waived by Buyer). Buyer shall have received a waiver from the FCC of the main studio rules set forth in 47 C.F.R. Section 73.1125.

7.6 No Material Change in Assets. There shall not have been any material physical damage or loss to any of the Assets (except where such damage or loss was covered by insurance and/or repair or replacement of the damaged or lost assets has been completed). Buyer shall maintain the right up to the Closing, to inspect the Tangible Personal Property to ensure that all items are in compliance with the representations and warranties contained in Section 2.11(c) of this Agreement to Buyer's reasonable satisfaction. If Buyer determines that any item of Tangible Personal Property is not in such compliance, Buyer shall notify Sellers in writing immediately, and the non-compliant item(s) shall be completely repaired, replaced or restored to the reasonable satisfaction of Buyer by Sellers, at Sellers' expense, within 10 days of Buyer's notice of non-compliance.

ARTICLE 8

ITEMS TO BE DELIVERED AT THE CLOSING

8.1 Deliveries by Sellers. At the Closing, Sellers shall deliver to Buyer, duly executed by Sellers or such other signatory as may be required by the nature of the document:

(a) Bills of Sale, Assignments, Etc. Bills of sale, certificates of title, endorsements, assignments and other good and sufficient instruments of sale, conveyance, transfer and assignment, in form and substance satisfactory to Buyer, sufficient to sell, convey, transfer and assign to Buyer all right, title and interest of Sellers in and to the Assets and to quiet Buyer's title thereto;

(b) FVMI Board Resolutions. Certified copies of resolutions, duly adopted by the Board of FVMI, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery and performance by FVMI of this Agreement and the consummation of the transactions contemplated hereby;

(c) Certificates. The certificates referred to in Section 7.1(c);

(d) Certificate of Good Standing. A certificate from the Secretary of State of the State of Arkansas, certifying that FVMI is in good standing under the laws of Arkansas;

(e) Tower Lease. An executed copy of the Tower Lease, the form of which is attached hereto as Exhibit A; and

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(f) Consents and Estoppel Certificates. The Consents and Estoppel Certificates referred to in Section 4.7.

8.2 Deliveries by Buyer. At the Closing, Buyer shall deliver to Sellers, duly executed by Buyer or such other signatory as may be required by the nature of the document:

(a) Purchase Price. The Purchase Price, which shall be paid in the manner specified in Section 1.4;

(b) Tower Lease. Executed counterpart of the Tower Lease;

(c) Certificate. The certificate referred to in Section 6.1(c); and

(d) Certificate of Good Standing. A certificate from the Secretary of State of the State of Delaware, certifying that Buyer is in good standing under the laws of Delaware; and a certificate from the appropriate Arkansas agencies attesting to Buyer's authority to do business in Arkansas.

ARTICLE 9 **SURVIVAL; INDEMNIFICATION**

9.1 Survival. All representations and warranties contained in this Agreement, or in any Exhibit, Schedule, certificate, agreement or statement delivered pursuant hereto, shall survive for two (2) years after the Closing Date, *provided, however*, that representations and warranties contained herein, or in any Exhibit, Schedule, certificate, agreement or statement delivered pursuant hereto, with respect to income taxes, personal property taxes, real estate taxes, FCC Debt, environmental matters, employee matters and health and safety matters shall survive until three (3) months after the expiration of the limitations period under the respective applicable law, whereupon all such representations, warranties, and indemnities with respect thereto, shall expire and terminate and shall be of no further force or effect. One party's knowledge of a false representation or a breach of warranty on the part of the other at the time of Closing shall not be deemed to constitute a waiver of such representation or warranty. If a Deficiency is asserted by any party, before the expiration of the survival or limitations period, such asserted Deficiency shall survive until the existence of such Deficiency has been finally established and the Deficiency is resolved as provided below.

9.2 Basic Provision

(a) Buyer Indemnitees. Sellers hereby agree to indemnify and hold harmless Buyer, its officers and directors (collectively, the "Buyer Indemnitees") from, against and in respect of, and to reimburse the Buyer Indemnitees for the amount of any and all Deficiencies.

(b) Sellers Indemnitees. Buyer, hereby agrees to indemnify and hold harmless Sellers and their officers and directors (collectively, the “Sellers Indemnitees”) from, against and in respect of, and to reimburse Sellers Indemnitees for the amount of any and all Deficiencies.

9.3 Definition of “Deficiencies”.

(a) Deficiencies for Buyer. As used in this Article 9, the term “Deficiencies” when asserted by the Buyer Indemnitees or arising out of a third party claim against the Buyer Indemnitees shall mean any and all losses, fines, damages, liabilities and claims sustained by the Buyer Indemnitees and arising out of, related to, in the nature of, caused by, based on or resulting from:

(i) Any misrepresentation, breach of warranty or any non-fulfillment of any representation, warranty, covenant, obligation or agreement on the part of Sellers contained in or made in this Agreement or in an Exhibit, Schedule, certificate, agreement or statement delivered pursuant to this Agreement;

(ii) Any failure by Sellers to pay or discharge any Excluded Liability or any other liability of Sellers and the Sellers Indemnitees, direct or contingent, that is not expressly assumed by Buyer pursuant to the provisions of this Agreement;

(iii) Any litigation, proceeding or claim by any third party to the extent relating to the businesses or operations of Sellers, the Assets or the Stations before the Effective Time;

(iv) Any payment required to be paid by Sellers with respect to any employee or consultant of Sellers;

(v) Except for obligations or liabilities expressly assumed by Buyer herein, Sellers’ operation of the Stations or the ownership of the Assets before the Effective Time (including, but not limited to, any and all claims, liabilities, and obligations arising or required to be performed by Sellers under any lease, contract, or agreement or under this Agreement before the Effective Time);

(vi) Except for obligations or liabilities expressly assumed by Buyer herein, any transaction entered into by Sellers or arising in connection with the Stations or the operation of its business or any of the Assets before the Effective Time; or

(vii) Any and all acts, suits, proceedings, demands, assessments and judgments and all reasonable fees, costs and expenses of any kind, related or incident to any of the foregoing (including, without limitation, any and all reasonable fees (whether of attorneys, accountants or other professionals), costs and expenses of any kind reasonably incurred by any

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Person identified herein and its counsel in investigating, preparing for, defending against, or providing evidence, producing documents or taking other action with respect to any threatened or asserted claim (“Legal Expenses”).

(b) Deficiencies for Sellers. As used in this Article 9, the term “Deficiencies” when asserted by the Sellers Indemnitees or arising out of a third party claim against the Sellers Indemnitees shall mean any and all losses, damages, liabilities and claims sustained by the Sellers Indemnitees and arising out of, related to, in the nature of, caused by, based on or resulting from:

(i) Any misrepresentation, breach of warranty or any non-fulfillment of any representation, warranty, covenant, obligation or agreement on the part of Buyer contained in or made in this Agreement or in an Exhibit, Schedule, certificate, statement or agreement delivered pursuant to this Agreement;

(ii) Any failure by Buyer to pay or discharge any other liability arising after the Closing Date for any Assumed Liability;

(iii) Any litigation, proceeding or claim by any third party to the extent relating to the business or operations of Buyer, the Assets or the Stations after the Closing Date;

(iv) Buyer’s operation of the Stations or the ownership of the Assets after the Closing Date (including, but not limited to, any and all claims, liabilities, and obligations arising or required to be performed by Buyer under any lease, contract, or agreement or under this Agreement after the Closing Date);

(v) Any transaction entered into by Buyer or arising in connection with the Stations or the operation of its business or any of the Assets after the Closing Date; or

(vi) Any and all acts, suits, proceedings, demands, assessments and judgments and all fees, costs and expenses of any kind, related or incident to any of the foregoing (including, without limitation, any and all reasonable Legal Expenses).

9.4 Procedures for Establishment of Deficiencies.

(a) Claim Asserted. In the event that any claim shall be asserted by any third party against the Buyer Indemnitees or the Sellers Indemnitees (the Buyer Indemnitees or the Sellers Indemnitees, as the case may be, hereinafter, the “Indemnitees”), which, if sustained, would result in a Deficiency, then the Indemnitees, promptly and in all events within fifteen (15) business days after learning of such claim, shall notify the Indemnifying Party of such claim and Indemnitees shall permit the Sellers or Buyer (the “Indemnifying Party”) to defend against such claim, at the

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Indemnifying Party's sole expense and through legal counsel reasonably acceptable to the Indemnitees, provided that the Indemnifying Party proceeds in good faith, expeditiously and diligently. The Indemnitees shall, at their option and expense, have the right to participate in any defense undertaken by the Indemnifying Party with legal counsel of their own selection and at their expense. The parties will cooperate fully in any such action and shall make available to each other any books or records useful for the defense of such claim. No settlement or compromise of any claim which may result in a Deficiency may be made by the Indemnifying Party without the prior written consent of the Indemnitees unless: (a) before such settlement or compromise, the Indemnifying Party acknowledges in writing its obligation to pay in full the amount of the settlement or compromise and all associated expenses and (b) the Indemnitees are furnished with security reasonably satisfactory to the Indemnitees that the Indemnifying Party will in fact pay such amount and expenses or the Indemnifying Party obtains a release of the Indemnitees from all liability in respect of such claim.

(b) Notice. In the event that the Indemnitees assert the existence of any Deficiency against the Indemnifying Party, such Indemnitees shall give written notice to the Indemnifying Party of the nature and amount of the Deficiency asserted. If the Indemnifying Party within a period of thirty (30) days after the giving of the Indemnitees' notice, shall not give written notice to the Indemnitees announcing its intent to contest such assertion of the Indemnitees (such notice by the Indemnifying Party being hereinafter referred to as the "Contest Notice"), such assertion of the Indemnitees shall be deemed accepted and the amount of the Deficiency shall be deemed established. In the event, however, that a Contest Notice is given to the Indemnitees within such 30-day period, then the contested assertion of a Deficiency shall be resolved through binding arbitration pursuant to Section 10.8.

(c) Agreement. The Indemnitees and the Indemnifying Party may agree in writing, at any time, as to the existence and amount of a Deficiency, and, on the execution of such agreement such Deficiency shall be deemed established.

9.5 Payment of Deficiencies. The Indemnifying Party hereby agrees to pay the amount of established Deficiencies within thirty (30) days after the establishment thereof ("Due Date"). The amount of established Deficiencies shall be paid in cash. Any amounts not paid by the Indemnifying Party when due under this Section shall bear interest from and after the Due Date thereof until the date paid at a rate equal to the lesser of: (a) 12% per annum and (b) the highest legal rate permitted by applicable law. At the option of the Indemnitees, the Indemnitees may offset any Deficiency or any portion thereof that has not been paid by the Indemnifying Party to the Indemnitees against any obligation any of the Indemnitees may have to the Indemnitees arising out of a Deficiency established pursuant to Section 9.4.

ARTICLE 10
MISCELLANEOUS

10.1 **Termination of Agreement.** This Agreement may be terminated at any time on or before the Closing Date: (a) by the mutual consent of Sellers and Buyer; (b) by Buyer as provided in Sections 10.6 and 10.7 below; (c) by any party hereto if the Closing has not taken place within twelve (12) months after the date on which the FCC applications are accepted for filing (the “Final Closing Date”); (d) by Buyer on or after the Closing Date if Sellers have not satisfied the conditions set forth in Article 7 and Buyer has satisfied or is prepared and able (but for Sellers’ defaults) to satisfy the conditions of Article 6; (e) by Sellers on or after Closing Date if Buyer has not satisfied the conditions set forth in Article 6 and Sellers have satisfied or are prepared and able (but for Buyer's defaults) to satisfy the conditions of Article 7; and (f) by Buyer within thirty (30) days after execution of this Agreement if the Tangible Personal Property of Sellers is not of the type or operating condition acceptable to Buyer upon inspection by Buyer during such 30-day period. A termination pursuant to this Section 10.1 shall not relieve any party of any liability it would otherwise have for a willful breach of this Agreement. If this Agreement is terminated rightfully pursuant to this Article 10, all further obligations of the parties hereunder shall terminate.

10.2 **Specific Performance.** The parties acknowledge that the Stations are of a special, unique and extraordinary character. Upon a material breach by Sellers of their representations, warranties, covenants and agreements under this Agreement, Buyer shall be entitled to an injunction restraining any such breach or threatened breach or to enforcement of this Agreement by a decree or decrees of specific performance requiring Sellers to fulfill their obligations under this Agreement; provided, however, Buyer shall not be entitled to specific performance if it is in material breach of its representations, warranties, covenants and agreements under this Agreement or if it fails to obtain necessary regulatory approvals pursuant to this Agreement.

10.3 **Expenses.** Each party hereto shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement including, without limitation, accounting and legal fees incurred in connection herewith; *provided, however*, Sellers shall bear all sales or transfer taxes, if any, arising from the transfer of the Assets to Buyer.

10.4 **Remedies Cumulative.** The remedies provided in this Agreement shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other party hereto.

10.5 **Further Assurances.** From time to time before, on and after the Closing Date, each party hereto will execute all such instruments and take all such actions as any other party, being advised by counsel, shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose hereof and all transactions

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and things contemplated by this Agreement including, without limitation, the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered on the Closing Date, and any and all actions which may reasonably be necessary or desirable to complete the transactions contemplated hereby. The parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

10.6 **Risk of Loss.** The risk of loss, damage or destruction to any of the Assets from fire or other casualty or cause shall be borne by Sellers at all times before the Effective Time. On any such loss, damage or destruction, the proceeds of any claim for any loss, payable under any insurance policy with respect thereto, shall be used to repair, replace or restore any such property to its former condition, subject to the conditions stated below. It is expressly understood and agreed that, in the event of any loss or damage to any of the Assets from fire, casualty or other causes before the Closing, Sellers shall notify Buyer of same in writing immediately. Such notice shall specify with particularity the loss or damage incurred, the cause thereof (if known or reasonably ascertainable) and the insurance coverage. If the damaged property is not completely repaired, replaced or restored on or before the Closing Date, Buyer at its sole option: (a) may elect to postpone Closing until such time as the property has been completely repaired, replaced or restored to the reasonable satisfaction of Buyer if the repair, replacement or restoration can be accomplished within one (1) month following the date of the loss or damage or the Closing Date, whichever is the earlier, and (b) may elect to consummate the Closing and accept the property in its then condition, in which event Sellers shall pay to Buyer all unused proceeds of insurance and assign to Buyer the right to any unpaid proceeds; or (c) terminate this Agreement without liability to any party.

10.7 **Broadcast Transmission Interruption.** If, before the Closing, the regular broadcast transmission of either of the Stations in the normal and usual manner is interrupted for a period of 72 continuous hours or more, solely as a result of actions of, or the failure to act by, Sellers, then Sellers shall give prompt written notice thereof to Buyer. Buyer shall then have the right by giving written notice to Sellers, to postpone (and if necessary re-postpone) the Closing to a date that is fifteen (15) business days after the end of any such interruption. If, solely as a result of actions of, or the failure to act by, Sellers the regular broadcast transmission of either of the Stations in the normal and usual manner is interrupted for a continuous period of 168 hours or more at any time before Closing Date or, if at the Closing Date, the regular transmission of either of the Stations is interrupted and cannot be reestablished within 168 hours, then (a) Sellers immediately shall give written notice thereof to Buyer; and (b) Buyer shall have the right, by giving written notice to Sellers, to (i) within three (3) business days after receiving notice from Sellers of such interruption, terminate this Agreement without liability to Sellers or Buyer, or (ii) postpone the Closing as provided above.

10.8 **Post-Closing Promotional Announcements.** After the Closing, Buyer's shall run promotional announcements on the Stations for the benefit of Mission Boulevard Baptist

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Church and Fayetteville Christian School of the duration and in accordance with the schedule set forth in Schedule 10.8 attached hereto.

10.9 Arbitration; Choice of Jurisdiction. If a controversy should arise in the performance, interpretation or application of this Agreement, either party may serve upon the other a written notice stating that such party desires to have the controversy reviewed by an arbitrator. Any arbitrator selected shall be independent and disinterested of Sellers and Buyer and shall be familiar with and have direct experience in the radio broadcast industry. Such arbitrator need not be a professional arbitrator and persons such as lawyers shall be acceptable. If the parties cannot agree within fifteen (15) business days from the service of such notice upon the selection of such arbitrator, an arbitrator shall be selected or designated by the American Arbitration Association. Before undertaking to resolve a dispute, such arbitrator shall be duly sworn faithfully and fairly to hear and examine the matters in controversy and to make a just award according to the best of his or her understanding. Arbitration of such controversy, disagreement or dispute shall be conducted in accordance with the Commercial Arbitration Rules then in force of the American Arbitration Association and the decision and award of the arbitrator so selected shall be binding upon the parties. The arbitration will be held in Little Rock, Arkansas. The cost of any such arbitration shall be shared equally by the parties, *provided* that the arbitrator shall be authorized to enter as part of the award to any party an amount equal to such party's attorney's fees and other costs related to the arbitration. Except as provided by the arbitrator, each party shall pay its own costs incurred as a result of its participation in any such arbitration. The provisions of this paragraph shall not affect any party's right to terminate this Agreement. Except as specifically provided in this paragraph, any arbitrator shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not make any ruling, finding or award that does not conform to the terms of this Agreement. Any controversy or claim arising out of or related to this Agreement which the parties are unable to resolve and which is not requested to be arbitrated as set forth above shall be submitted to courts with jurisdiction located in Arkansas, which shall be the sole forums for the resolution of all disputes hereunder, to the jurisdiction of which both parties submit.

10.10 Successors and Assigns. Except as otherwise expressly provided herein, this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective representatives, successors and assigns. Sellers may not assign any of their rights or delegate any of their duties hereunder without the prior written consent of Buyer. Upon prior written notice to Sellers, Buyer may freely assign some or all of its rights and obligations hereunder to any Affiliate, and Buyer may pledge its rights hereunder to its lenders as collateral. "Affiliate" means any Person that owns or controls, is owned or controlled by, or under common control with Buyer.

10.11 Amendments; Waivers. The terms, covenants, representations, warranties and conditions of this Agreement may be changed, amended, modified, waived, discharged or

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terminated only by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later date to enforce the same. No waiver by any party of any condition or the breach of any provision, term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

10.12 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, addressed as set forth below:

(a) If to Sellers, then to:

Family Vision Ministries, Inc.
4250 N. Sassafras Hill Road
Springdale, AR 72764
Attention: Pastor William B. Disney

with a copy, given in the manner prescribed above, to:

Berryville Title and Abstract Co.
406 Public Square
Berryville, AR 72616
Attention: Robert Ballinger, Esq.

(b) If to Buyer then to:

Community Broadcasting, Inc.
10550 Barkley, Suite 108
Overland Park, KS 66212
Attn.: Richard P. Bott, II, Vice President

with a copy, given in the manner prescribed above, to:

Fletcher Heald & Hildreth, PLC
1300 N. 17th Street
Suite 1100
Arlington, VA 22209
Attn: Harry C. Martin, Esquire

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Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

10.13 Captions. The captions of Articles and Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

10.14 Governing Law. THIS AGREEMENT AND ALL QUESTIONS RELATING TO ITS VALIDITY, INTERPRETATION, PERFORMANCE AND ENFORCEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARKANSAS, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS THAT MAY DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

10.15 Entire Agreement. This Agreement and the Schedules hereto and thereto and the other documents delivered hereunder constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof, and supersede all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

10.16 Execution: Counterparts and Facsimile. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

10.17 Gender and Tense. Where appropriate to the context, pronouns of other terms expressed in one number or gender will be deemed to include all other numbers or genders. The use of a word in one tense will include the other tenses, where appropriate to the context.

10.18 Third-Party Beneficiaries. This Agreement is intended to benefit only the parties to this Agreement, their successors and permitted assigns. No other Person is an intended or incidental beneficiary of this Agreement.

10.19 No Party Deemed Drafter. The parties acknowledge that they have been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would require interpretation of any claim ambiguities in this Agreement against the party that drafted it has no application and is

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expressly waived. Provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the parties.

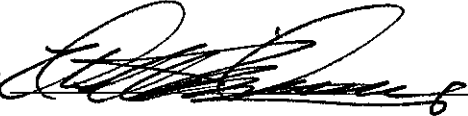
[SIGNATURES ON NEXT PAGE]

EXECUTION VERSION

IN WITNESS WHEREOF, the parties have caused this Asset Purchase Agreement to be duly executed by their duly authorized signatories, all as of the day and year first above written.


SELLERS:

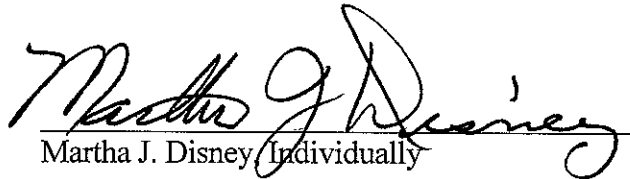
FAMILY VISION MINISTRIES, INC.

By: 

Name: William B. Disney

Title: President


William B. Disney, Individually


Martha J. Disney, Individually

BUYER:

COMMUNITY BROADCASTING, INC.

By: _____
Richard P. Bott, II
Vice President

EXECUTION VERSION

IN WITNESS WHEREOF, the parties have caused this Asset Purchase Agreement to be duly executed by their duly authorized signatories, all as of the day and year first above written.

SELLERS:

FAMILY VISION MINISTRIES, INC.

By: _____

Name: _____

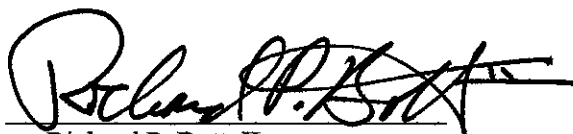
Title: _____

William B. Disney, Individually

Martha J. Disney, Individually

BUYER:

COMMUNITY BROADCASTING, INC.

By: 
Richard P. Bott, II
Vice President

LIST OF SCHEDULES AND EXHIBITS

Schedules

1.1(a)	Tangible Personal Property
1.1(b)	Authorizations
1.1(c)	Leased Real Property
1.1(d)	Contracts
1.1(e)	Intangible Property
1.2(f)	Other Excluded Property
1.4(c)	Allocation of Purchase Price
10.8	Post-Closing Church and School Promotional Announcements

Exhibits

A	Form of Tower Lease
B-1	Form of Promissory Note (Two Payments)
B-2	Form of Promissory Note (One Payment)
C	Form of Employment Agreement