distribution (and any other assignment by Seller shall be null and void and of no force and effect).

- 27. <u>Fees and Expenses</u>. Except as specifically set forth herein, Buyer and Seller shall each pay its own costs and expenses relating to the execution and delivery of this Agreement and the consummation of all transactions contemplated hereby.
- 28. <u>Public Announcements</u>. No party hereto shall make or shall authorize any other person to make any public announcement relating to any aspect of the transactions described herein without having first consulted with Buyer and Seller concerning the requirement for, and timing and content of, such public announcement and having received their prior consent thereto. Notwithstanding the foregoing, actions relative to obtaining approvals and like matters shall be permissible and Buyer may make all disclosures in its judgment necessary to obtain financing for purposes of carrying out the transactions described in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

WITNESSES:

BUYER: EUROPA COMMUNICATIONS, INC.

Kevin M. Fitzgerald, President

Smith and Fitz govald Parlnership

Benjamin P. Smith, General Partner