

## **ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement (this “Agreement”), dated as of the 9th day of October, 2007, is made and entered into by and between Radio Power, Inc., a Nevada corporation, Seaway Broadcasting, Inc., a Delaware corporation and Waters Communications, Inc., a Nevada corporation (collectively, “Seller”), and KXOJ, Inc., an Oklahoma corporation (“Buyer”).

### **RECITALS:**

**WHEREAS**, Seller is the licensee of Radio Stations WMSA (AM), Massena, New York, Facility Identification Number 96, WRCD (FM), Canton, New York, Facility Identification Number 15821, WNCQ-FM, Canton, New York, Facility Identification Number 3410, WYSX (FM), Morristown, New York, Facility Identification Number 49708, WPAC (FM), Ogdensburg, New York, Facility Identification Number 77827, and WVLF (FM), Norwood, New York, Facility Identification Number 60407 (collectively, the “Stations”), and holds the licenses and other authorizations issued by the Federal Communications Commission (the “FCC”) for the operation of the Stations. Seller also owns or leases all tangible and intangible assets used or useful in the business and operations of the Stations; and

**WHEREAS**, Buyer desires to acquire all of the assets of Seller used or useful in the operation of the Stations, and Seller is willing to convey such assets to Buyer, subject to the terms and conditions set forth in this Agreement; and

**WHEREAS**, the purchase and sale contemplated herein is subject to prior approval by the FCC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, representations and warranties contained herein, Seller and Buyer hereby agree as follows:

#### **1. TERMINOLOGY**

- 1.1. Act. The Communications Act of 1934, as amended.
- 1.2. Closing. The closing with respect to the transactions contemplated by this Agreement.

1.3. Closing Date. The date on which the sale of the Stations to Buyer as contemplated by this Agreement shall be consummated as provided in Section 10.1.

1.4. Documents. This Agreement and all Exhibits and Schedules hereto, and each other agreement, certificate, or instrument delivered pursuant to or in connection with this Agreement, including amendments thereto that are expressly permitted under, or agreed upon by the parties pursuant to, the terms of this Agreement.

1.5. FCC. Federal Communications Commission.

1.6. FCC Authorizations. The licenses and authorizations issued by the FCC necessary for the operation of the Stations and associated facilities, and pending applications before the FCC, as listed in Schedule 3.3.

1.7. FCC Order. An order or decision of the FCC granting its consent to the assignment of the FCC Authorizations to Buyer.

1.8. Final Action. An action of the FCC that has not been reversed, stayed, enjoined, set aside, annulled or suspended, with respect to which no timely petition for reconsideration or administrative or judicial appeal or sua sponte action of the FCC with comparable effect is pending and as to which the time for filing any such petition or appeal (administrative or judicial) or for the taking of any such sua sponte action of the FCC has expired.

1.9. Lien. Any mortgage, deed or trust, pledge, hypothecation, security interest, encumbrance, claim, lien, lease or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, affecting any assets or property including any written or oral agreement to give or grant any of the foregoing, any conditional sale or other title retention agreement, and the filing of or agreement to give any financing statement with respect to any assets or property under the Uniform Commercial Code or comparable law of any jurisdiction.

1.10. Station Agreements. The agreements, leases, commitments, contracts, and other items described in Section 2.1.3.

## **2. PURCHASE AND SALE OF ASSETS**

2.1. Transfer of Assets. On the terms and conditions herein set forth, Seller shall sell, assign, transfer, and convey to Buyer, and Buyer shall purchase and acquire from Seller, all the assets (except as hereinafter expressly excluded), now owned or hereafter acquired and used by

Seller or useful in operating the Stations (other than the Excluded Assets) (the “Assets”), free and clear of all Liens (other than Permitted Liens), including, without limitation the following:

2.1.1. Tangible Personal Property. Title or assignment of leases to all tangible personal property, whether owned or leased, of Seller used or useful in the operation of the Stations, including all broadcasting and office equipment, furniture, furnishings, equipment, machinery, installations and fixtures, including but not limited to, all improvements, and additions thereto and replacements thereof (provided that any such improvements, additions and replacements shall not cause Buyer to incur any additional liability without Buyer’s prior written consent) and deletions therefrom arising in the ordinary course of business of the Station in question between the date of this Agreement and the Closing Date, including, but not limited to, the property listed on Schedule 3.4 hereto.

2.1.2. Authorizations. All licenses, permits and other authorizations issued by the FCC, the Federal Aviation Administration and any other state or local governmental authorities to Seller in connection with the conduct of the business and the full on-air operations of the Stations, including, without limitation, those set forth on Schedule 3.3.

2.1.3. Station Agreements. All Station Agreements that are: (1) set forth on Schedule 2.1.3 hereto, or (2) consented to in writing by Buyer.

2.1.4 FCC Reports/Files. All of Seller’s logs, books, files, data, software, FCC and other governmental applications, equipment manuals and warranties, and other records relating to the full on-air broadcast operations of the Stations, including, without limitation, all electronic data processing files and systems, FCC filings and all records required by the FCC to be kept by the Stations (including, without limitation, the Stations’ public inspection files).

2.1.5 Intangible Assets. Trademarks, trade names, service marks, copyrights, patents, registrations (and pending applications for registration) of any of the foregoing, slogans, emblems, the call signs “WMSA,” “WRCD,” “WNCQ-FM,” “WYSX,” “WPAC” and “WVLF,” logos, jingles, music formats, music libraries, programs and program production materials used by Seller or useful in the Stations’ operations, together with the goodwill associated therewith and other intangible property listed and described in Schedule 2.1.5 hereto (collectively, the “Intellectual Property”)

2.1.6 Leases. Any lease agreements or equipment lease agreements used or useful in the operation of the Stations as set forth in Schedule 2.1.3.

2.1.7 Owned Real Property. The parcel(s) of real property as described in Schedule 2.1.7 hereto (the "Owned Real Property").

2.2. Excluded Assets. The following assets are expressly excluded from the Assets (the "Excluded Assets"):

2.2.1. Cash on hand as of the Closing Date;

2.2.2. Deposit accounts as of the Closing Date;

2.2.3. Accounts receivable ("Receivables");

2.2.4. Contracts, agreements and leases other than those specified in Section 2.1.3; and

2.2.5. Sellers' corporate books and records related to internal corporate matters and financial relationships with Sellers' lenders.

2.3. No Assumption of Liabilities. Buyer shall assume no liabilities or obligations of Seller, including, without limitation, accounts payable, debts, liabilities, and other obligations, whether pursuant to a contract or otherwise, except those agreements listed in Schedule 2.1.3. (the "Assumed Obligations"). Buyer is not agreeing to, and shall not, assume (i) any liability or obligation of Seller to Seller's employees, including any such liability or obligation in respect of wages, salaries, bonuses, accrued vacation or sick pay or any other matter, or (ii) any liability arising out of any termination by Seller of the employment of any employee of the Station or any liability for any employee benefit plan or arrangement of Seller for the Station's employees.

2.4. Purchase Price and Terms of Payment. Subject to the provisions of Section 2.4.7, the total purchase price for the Stations ("Purchase Price") to be paid by Buyer to Seller shall be Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000) to be paid as follows:

2.4.1. Escrow Deposit. Simultaneously with the execution of this Agreement, Buyer shall deposit Two Hundred Seventy-Five Thousand Dollars (\$275,000) (the "Deposit") with Richard A. Foreman Associates, Inc. ("Escrow Agent") to be held by Escrow Agent in accordance with the terms of the Escrow Agreement attached hereto as Exhibit 1. At the Closing, upon receipt of joint written instructions from Seller and Buyer, Escrow Agent shall

deliver the Escrow Deposit to Seller as a dollar-for-dollar credit against the cash portion of the Purchase Price and any interest accrued on the Escrow Deposit shall be paid to the Buyer. If the Closing does not take place, the Deposit will be disbursed as provided in this Agreement and/or the Escrow Agreement.

2.4.2. Payment at Closing. Buyer shall pay to Seller at Closing the Purchase Price as follows:

2.4.2.1. Four Million Nine Hundred Seventy-Five Thousand Dollars (\$4,975,000) (the “Cash Payment”) by wire transfer of immediately available funds.

2.4.2.2. The Deposit, delivered by wire transfer from the Escrow Agent, as specified in Section 10.3.1.5.

2.4.3. Allocation of Purchase Price. The Purchase Price shall be allocated among the assets as mutually agreed to by Buyer and Seller. Said allocation schedule shall be prepared pursuant to Section 1060 of the Code.

2.4.4. Proration of Expenses. Except as otherwise provided in this Agreement, the following items shall be pro-rated as of midnight of the day before the Closing Date (the “Proration Time”) and paid, as between Seller, on the one hand, and Buyer, on the other hand, at the Closing (to the extent possible) in the manner provided for herein below:

2.4.4.1. All pre-paid expenses and deposits, and all expenses for which liability has accrued but whose payment is not yet due as of the Closing Date as applicable including but not limited to (i) such expenses in connection with the Station Agreements, (ii) rents and deposits, (iii) utility deposits and charges, including electricity, water and sewer charges, (iv) business and license fees, including any retroactive adjustments thereof, (v) property and equipment rentals, (vi) applicable copyright or other fees, (vii) sales and service charges, (viii) real and personal property taxes in connection with the Assets, (ix) operating expenses, and (x) similar prepaid and deferred items and all revenues arising from the operation of the Stations, shall be pro-rated and adjusted between Buyer and Seller in accordance with the principle that except as otherwise provided in this Agreement, Seller shall receive all revenues, and shall be responsible for all expenses, costs, and liabilities allocable to the conduct of the business or operations of the Stations up to the Proration Time. All

prorations shall be made in accordance with generally accepted accounting principles. Notwithstanding the foregoing, there shall be no adjustment for, and Seller shall remain solely liable with respect to, any liability or obligation relating to the operation of the Stations prior to the Proration Time that is not an Assumed Obligation.

2.4.4.2. At the conclusion of ninety (90) days from and after the Closing Date, a final adjustment of the items to be pro-rated between Buyer and Seller pursuant to Section 2.4.4.1 hereof shall be made.

2.4.5. Collection of Receivables. Within three (3) days following the Closing Date, Seller shall deliver to Buyer a list of all Receivables due to the Stations for the sale of advertising time through the Closing Date. Receivables accrued on or prior to the Closing Date shall belong to Seller. For a period of 120 days following the Closing Date, Buyer shall collect the Receivables for the benefit of Seller. All payments shall be credited to the oldest account balances first unless payment is specifically designated for invoices of Buyer. Buyer shall deposit payments received in respect of Receivables to Seller's bank account in accordance with existing deposit procedures. To the extent a specific client payment is for receivables from both Buyer and Seller, Buyer shall deposit such payment in its own account and shall remit to Seller the Receivables collected on Sellers accounts up to that time on a weekly basis.

2.4.6. Advertising Time and Trade Time Credits. To the extent reasonable under the circumstances, Seller will by the Closing Date have provided all broadcast advertising time contracted for on the Stations for which it has received payment in cash. Seller shall have broadcast all trade time credits for advertisers except for trade time credits due advertisers for merchandise or services which are usable by Buyer after the Closing Date and which are conveyed or assigned to Buyer at the closing. In the event that the net aggregate value of time owed pursuant to all trade agreements (based on the rates for cash sales on the Stations in effect on the Closing Date) exceeds the aggregate value of goods and services to be received after the Closing Date pursuant to such trade agreements by at least \$5,000, such excess amount shall be credited to Buyer and the Purchase Price shall be adjusted accordingly.

2.4.7. Cash Flow Adjustment. Not later than fifteen (15) days following the end of the month (the "Measurement Month") preceding the month in which the Closing is to occur,

Seller shall prepare and deliver to Buyer a statement (the “Cash Flow Statement”) setting forth the Cash Flow (as hereinafter defined) of Seller for the 12 month period ending on the last day of the Measurement Month (the “Calculated Cash Flow”). Within ten (10) days of receipt of the Cash Flow Statement, Buyer shall either notify Seller of Buyer’s acceptance of the Cash Flow Statement or notify Seller of Buyer’s dispute of the Cash Flow Statement. Any failure of Buyer to notify Seller of Buyer’s dispute of the Cash Flow Statement prior to the expiration of such ten (10) day period shall constitute acceptance of the Cash Flow Statement. If Buyer notifies Seller of any dispute of the Cash Flow Statement, Seller and Buyer shall negotiate in good faith to resolve any such dispute. If the finally determined amount of Calculated Cash Flow is less than \$656,000, the Purchase Price and the amount payable by Buyer to Seller at the Closing shall be reduced by an amount equal to the product of (a) 8 and (b) the difference between \$656,000 and the Calculated Cash Flow. For purposes of this Section 2.4.7, “Cash Flow” shall mean an amount equal to the sum of (i) net income after deductions for all expenses (including corporate overhead) and (ii) all of the following items to the extent deducted in the calculation of net income: (A) interest expense, (B) actual income taxes paid in cash by which reduced net income, (C) depreciation and amortization expense, (D) corporate expenses and overhead (which will include all expenses relating to regional General Manager Michael Boldt, including without limitation salary, incentive compensation, payroll taxes, health insurance, telephone travel and entertainment expenses) and (E) losses on sales of assets, less (iii) (without duplication) the amounts for such period of non-cash items consisting of gains on the sale of assets, investment income and interest income.

### **3. REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby represents and warrants to Buyer as follows:

3.1. Organization and Good Standing; Ownership. Seller is a corporation validly organized, existing and in good standing under the laws of the respective jurisdiction of its organization. Seller is duly qualified to do business under the laws of the State of New York. Seller has all requisite corporate power and authority to own, operate and lease the Assets and

carry on the business of the Stations as they are now being conducted. Seller has paid (or shall pay when due) all franchise and similar fees imposed by the State of New York.

3.2. Authorization and Binding Effect of Documents. Seller has the corporate power and authority to execute, deliver and perform its obligations under this Agreement and each of the other Documents and to consummate the transactions contemplated hereby and thereby. By the Closing, all necessary and appropriate corporate actions approving this Agreement and Seller's obligations hereunder shall have been taken. This Agreement and each of the other Documents executed or to be executed by Seller have been, or at or prior to the Closing Date will be, duly executed and delivered by Seller. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against it in accordance with its terms, except to the extent limited by bankruptcy, insolvency, moratorium and other laws of general applicability relating to or affecting the enforcement of creditors' rights.

3.3. FCC Authorizations. Seller is the legal holder of the FCC Authorizations listed on Schedule 3.3. There is not now pending, or to the knowledge of Seller threatened, any action by or before the FCC or any other entity to revoke, cancel, rescind, modify or refuse to renew in the ordinary course any of the FCC Authorizations, and Seller has not received any notice and has no knowledge of any pending, issued or outstanding order by or before the FCC or any governmental authority of any investigation, Order to Show Cause, Notice of Violation or of Apparent Liability or of Forfeiture, or material complaint against the Stations or Seller. All material reports, forms and statements required to be filed by Seller with the FCC with respect to the Stations have been filed and are complete and accurate in all material respects. Seller is operating the Stations in accordance with their respective FCC Authorizations, and in compliance with the Act and the rules and regulations of the FCC, except where any such failure to comply would not reasonably be expected to have a material adverse effect on the business, properties, assets, operations, results of operations, condition (financial or otherwise) or prospects of Seller (a "Material Adverse Effect"). Without limiting the generality of the foregoing, Seller represents and warrants that the Stations are not transmitting or receiving any objectionable interference to or from any other station.

3.3.1 The FCC Authorizations:

3.3.1.1. are in full force and effect, unimpaired by any act or omission of Seller, or its agents, and constitute all of the permits and Authorizations required by the Act, the rules and regulations thereunder or the FCC for, or used in, the operation of the Stations as now operated;

3.3.1.2. constitute all the Authorizations, including amendments and modifications thereto, issued by the FCC to Seller for or in connection with the operation of the Stations; and

3.2.1.3. are not subject to any restriction or condition which would limit in any respect the full operation of the Stations as now conducted.

3.4. Tangible Personal Property.

3.4.1. Schedule 3.4 lists all tangible personal property (other than office supplies and other incidental items) used or useful in the conduct of the business and operations of the Stations (the “Tangible Personal Property”).

3.4.2. Seller has good and marketable title to all of the Tangible Personal Property (except for the items indicated on Schedule 3.4 as leased or licensed by Seller), free and clear of all Liens (other than Permitted Liens).

3.4.3. Except as set forth on Schedule 3.4, the equipment included in Tangible Personal Property of Seller is serviceable and in a good state of repair and operating condition (ordinary wear and tear excepted), is adequate and suitable in accordance with general industry practice for its current and intended use, complies in all material respects with all applicable rules and regulations of the FCC, the Act, and all other applicable laws, rules, regulations and ordinances, is not in need of material repair or replacement, is available for immediate use in the conduct of the business or operation of the Stations and, to Seller’s knowledge, does not contain any PCB’s.

3.5. Litigation. Except as described in Schedule 3.5 and except for any investigations and rule-making proceedings affecting the broadcasting industry generally, there are no actions, judgments (issued or outstanding), suits, claims, investigations or administrative, arbitration or other proceedings pending or, to the knowledge of Seller, threatened against Seller, its principals or the Stations before or by any court, arbitration tribunal or governmental department or agency

of any kind, domestic or foreign that would give any third party the right to enjoin the transactions contemplated by this Agreement, or that could adversely affect Seller's ability to consummate the transactions contemplate hereunder or that could adversely affect Buyer as the owner of any of the Stations. Seller does not know of any basis for such claim, litigation, proceeding or investigation. Should any such litigation or other proceeding commence or be threatened after the date of this Agreement, Seller shall promptly, and in no event later than five (5) days after becoming aware of it, notify Buyer and use its commercially reasonable efforts to accomplish the prompt removal or dismissal thereof.

3.6. Broker's or Finder's Fees. Other than Richard A. Foreman Associates, Inc., to which Seller will pay any agreed upon commissions, no agent, broker, investment banker or other person or firm acting on behalf of or under the authority of Seller is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, from Seller in connection with the transactions contemplated by this Agreement.

3.7. Disclosure. No representation, warranty or other statement by Seller in this Agreement or any other Document furnished by Seller contains, or will contain, any untrue statement of a material fact, or omits to state a material fact necessary to make any representation, warranty or statement contained herein or therein not misleading.

3.8. Adequacy of Assets. Except as disclosed in this Agreement, including the Schedules, the Seller owns, leases or holds all property, including the FCC Authorizations, Owned Real Property, Tangible Personal Property, Intellectual Property and Station Agreements, necessary for the operation of the businesses of the Stations as such businesses have been and are now being conducted.

3.9. Absence of Conflicts. The execution, delivery and performance of this Agreement by Seller will not (i) constitute a violation of or conflict with Seller's organizational documents, (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation relating to the business of the Station and to which Seller or any of the Assets may be subject, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have

been obtained and delivered to Buyer, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Seller or any of the Assets, (iv) result in the creation or imposition of any Lien (other than Permitted Liens) on any of the Assets, or (v) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC, except in each case where any such violation, conflict, default, creation of any Lien or failure to obtain such consent or approval would not reasonably be expected to have a Material Adverse Effect.

3.10. Discharge of Liens. The instruments to be executed by Seller and delivered to Buyer at the Closing conveying the Assets to Buyer will transfer good and marketable title to the Assets free and clear of all Liens (other than Permitted Liens). As of the Closing Date, Seller will have paid and discharged all taxes, assessments, excises, Liens (other than Permitted Liens), levies and judgments upon the assets to be conveyed hereunder.

3.11. Insurance. Seller currently has, and through the Closing will maintain, insurance on the Assets or reserves in an amount sufficient to cover the full replacement value of said Assets and will use the proceeds of any claims for loss to repair, replace or restore any damaged property. All such policies are outstanding, in full in force and effect, and will be maintained until Closing.

3.12. Owned Real Property. Schedule 2.1.7 contains a complete and accurate list, as of the date owned, of Seller's Owned Real Property used in the operation of the Stations. All of the Owned Real Property, and the improvements located on the Owned Real Property, are in good operating condition and repair, have been maintained in accordance with industry standards and are adequate for their intended use. There are no condemnation or eminent domain proceedings pending or, to Seller's knowledge, threatened against the Owned Real Property. Seller has not received notice of any condemnation or eminent domain proceedings against any of the Owned Real Property. Seller has good, marketable and insurable fee simple title to the Owned Real Property, free and clear of all Liens (other than Permitted Liens), except for real estate taxes not yet due and payable, any Lien that would constitute or relate to an Assumed Obligation and other easements, covenants and encumbrances which do not interfere in any material respect with the operation of the Stations or the Owned Real Property (collectively, "Permitted Liens"). Seller

has not received any notice alleging that any of the Owned Real Property fails to comply with applicable zoning laws or the building, health, fire and environmental protection codes of applicable governmental jurisdictions. The Owned Real Property constitutes the only real property required to operate the Stations in the manner in which they are presently operated. There is full legal and practical access to the Owned Real Property, and all utilities necessary for Buyer's use of the Owned Real Property in the manner it currently is being used are installed and are in good working order and, to Seller's knowledge, are subject to valid easements, where necessary. Except as set forth in Schedule 2.1.7, to Seller's knowledge, the Owned Real Property and improvements constructed thereon, as well as the present uses thereof, conform in all material respects with all restrictive covenants and with all applicable zoning, environmental and building codes, laws, rules and regulations, including "set back" restrictions. To Seller's knowledge, except as set forth in Schedule 2.1.7, the buildings, towers, guys and other fixtures situated on the Owned Real Property are free of structural defects, are suitable for their intended use, are in a good state of maintenance and repair (ordinary wear and tear excepted), are contained entirely within the bounds of the Owned Real Property, and do not encroach upon any other property except in cases where valid easements (that are included in the Assets) have been obtained. There is no pending condemnation or similar proceeding affecting the Real Property or any portion thereof, and, to Seller's knowledge, no such action is presently contemplated or threatened.

3.12.1 Except as set forth in Schedule 3.3, all of the existing towers used in the operation of the Stations are obstruction-marked and lighted to the extent required by, and in accordance with, the rules and regulations of the FAA and the FCC. Except as set forth in Schedule 3.3, to Seller's knowledge, Seller has complied in all material respects with all requirements of the FCC and the FAA with respect to the construction and/or alteration of the Seller's antenna structures, and "no hazard" determinations for each antenna structure have been obtained, where required. The Stations' towers are registered with the FCC, if required under the FCC's rules, regulations or policies. To Seller's knowledge, the operation of the Stations do not exceed permissible levels of exposure to RF radiation specified in either the FCC's rules, regulations and policies concerning RF radiation or any other applicable Environmental Laws (as

defined below).

3.13. Compliance with Ordinances and Laws. The Seller warrants and represents that the Owned Real Property, and any use, structure or structures thereon, is not, and as of the Closing Date will not be in violation of any zoning or environmental regulations, ordinances, orders, laws or requirements of any federal, state or local governmental authority (including, without limitation, the Toxic Substances Control Act or the Comprehensive Environmental Response, Compensation and Liability Act), except where any such violation would not reasonably be expected to have a Material Adverse Effect. Seller's operation of the Stations complies in all material respects with all other federal, state and local laws, statutes, ordinances, rules, regulations and orders of any governmental authority, except where any such failure to comply would not reasonably be expected to have a Material Adverse Effect.

3.14. Other Matters Related to Owned Real Property. Except as set forth in Schedule 2.1.7, there are no leases or rental agreements regarding the occupancy or use of the Owned Real Property. The Owned Real Property is freely accessible directly from public streets, or, if not, any use of adjoining private land to access the same is done in accordance with valid easements of record. Any such easements are now, and on the Closing Date will be, in full force and effect and assignable to Buyer.

3.15. Environmental Representations. To Seller's knowledge, Seller has complied and currently is in compliance with all applicable laws, statutes, rules, regulations, codes and ordinances of all U.S. federal, state and local government agencies and authorities relating to the discharge of air pollutants, water pollutants or process waste water, Hazardous Materials (as defined herein), or toxic substances, or otherwise relating to the environment, including without limitation the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, and regulations of any state department of natural resources or state environmental protection agency which may be in effect on the date of this Agreement ("Environmental Laws"), except where any such failure to comply would not reasonably be expected to have a Material Adverse Effect..

Seller holds all of the permits licenses and approvals of government authorities necessary for the occupancy of the Owned Real Property or operation of the Stations under applicable Environmental Laws (“Environmental Permits”). Seller is in compliance with the Environmental Permits, and, to the knowledge of Seller, such Environmental Permits are transferable to the Buyer. As used herein, the term “Hazardous Materials” means any wastes, substances, or materials (whether solids, liquids or gases) that are deemed hazardous, toxic, pollutants, or contaminants, including substances defined as “hazardous wastes,” “hazardous substances,” “toxic substances,” “radioactive materials,” or other similar designations in, or otherwise subject to regulation under, any Environmental Laws. “Hazardous Materials” includes polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious wastes, radioactive materials and wastes and petroleum and petroleum products (including crude oil or any fraction thereof). To Seller’s knowledge, there are no underground storage tanks located at the Real Property. To Seller’s knowledge, there are not now, nor to Seller’s knowledge have there previously been, any other facilities on, under, or at the Real Property which contained any Hazardous Materials which, if known to be present in soils or ground water, would require cleanup, removal or some other remedial action under Environmental Laws. To Seller’s knowledge, no Hazardous Materials have been released, discharged, or disposed of on any of the Owned Real Property. To Seller’s knowledge, there are no quantities or concentrations of Hazardous Materials present at, on or under the Owned Real Property that would pose an unacceptable risk to human health or the environment under any Environmental Law. No litigation or proceeding relating to Environmental Laws, Environmental Permits or any release, discharge or disposal of Hazardous Materials is pending or, to Seller’s knowledge, threatened against the Stations. Set forth on Schedule 3.15 is a list of all Environmental Permits, and all environmental reports, studies, or analyses in the possession of Seller relating to the Owned Real Property or the operation of the Stations concerning Hazardous Materials or compliance with applicable Environmental Laws or Environmental Permits, true and complete copies of which have been provided to Buyer.

3.16. Contracts. Schedule 2.1.3 is a true and complete list of all Station Agreements to be assigned to and assumed by Buyer. Schedule 2.1.3 indicates for each Station Agreement whether a consent thereunder is required for assignment of the Station Agreement. Seller is not

in material default under any of these Station Agreements and Seller has no knowledge of the breach of any material provision of such Agreements. Seller has not been granted, and has not granted, any material waiver or forbearance with respect to any of the Station Agreements. No event has occurred, which, but for the passage of time or giving of notice, or both, would or might constitute a material default by Seller under such Station Agreements, and there is no outstanding notice of material default or termination under any such Agreement. Except for the consents required pursuant to the terms of the Station Agreements, Seller has authority to assign its rights under the Station Agreements to Buyer on terms and conditions no less favorable to Buyer than those in effect on the date hereof, and such assignment will not affect the validity, enforceability and continuity of any of such Agreements. The Station Agreements listed in Schedule 2.1.3, together with the contracts for the sale of time, include all those necessary to conduct, in all material respects, the business and operations of each Station as now conducted. Each of the Station Agreements is valid, binding and enforceable in accordance with its terms and is in full force and effect. Seller holds the right to enforce and receive the benefits under each of the Station Agreements free and clear of any Lien (other than Permitted Liens) but subject to the terms and provisions of each Station Agreement, which are subject to no adverse claims. The Station Agreements listed on Schedule 2.1.3 include each studio and office lease, antenna lease and any other lease of any interest in real property used in the operation of any of the Stations.

3.17. Insolvency. Seller is not now, and after giving effect to the transactions contemplated by this Agreement, Seller will not be insolvent as such term is defined in the Bankruptcy Code of 1978, as amended; after giving effect to the transactions contemplated by this Agreement, the property remaining with Seller shall not constitute an unreasonably small amount of capital to conduct its current business or its business as proposed to be conducted after consummation of the transactions contemplated hereby; and Seller does not intend to incur, or believe that Seller will incur, concurrently with or after consummation of the transactions contemplated hereby, debts beyond Seller's ability to pay as such debts mature.

3.18. Taxes and Reports. Seller has duly, timely, and in the required manner filed all federal, state and local tax returns and state franchise returns and forms which are required to be filed by Seller or with regard to the Stations, and has paid in full all taxes, interest, penalties,

assessments and deficiencies owed by or which have been assessed or levied against Seller or any of its assets or properties. Any additional taxes, interest, penalties, assessments and deficiencies that shall become due and payable with respect to any tax return or tax obligation of Seller arising from the operation of the Stations prior to the Closing Date shall be the responsibility of Seller and shall be paid and fully discharged prior to Closing. All other material federal, state, county and local tax returns, reports and declarations of estimated tax or estimated tax deposit forms required to be filed by the Seller in connection with the Stations' operations, real estate or payroll have been duly and timely filed. Seller has paid all taxes which have become due pursuant to such returns or pursuant to any assessment received by it, and has paid all installments of estimated taxes due. All taxes, levies and other assessments which the Seller is required by law to withhold or to collect have been duly withheld and collected, and have been paid over to the proper governmental authorities or held by the Seller for such payment. No event has occurred which could impose on Buyer any liability for any taxes, penalties or interest due or to become due from Seller from any taxing authority.

3.19. Personnel. Buyer shall have no obligation to offer employment to any of Seller's employees, and shall have no liability with respect to any such employee or for benefits of any kind or nature. Seller has delivered to Buyer as Schedule 3.19 a list of personnel showing the names of all persons currently on the payroll of the Stations, together with a statement of (a) the amount paid or payable to each such person for such services; (b) the severance and bonus arrangements for all employees; and (c) vacation and any other material compensation or employee benefits or policies in effect for such employees. Seller is in material compliance with all federal, state and local laws respecting employment and employment practices, terms and conditions of employment, and wages and hours. There are no claims or complaints pending or, to Seller's knowledge, threatened against Seller before any court or governmental agency involving allegedly unlawful employment practices. Schedule 3.19 lists each employee benefit plan, policy or arrangement applicable to any employees of Seller, and Seller has provided Buyer a copy of each such employee benefit plan, policy or arrangement and a copy of any handbook, policy manual or similar written guidelines furnished to Seller's employees and currently in effect. To Seller's knowledge, Seller has maintained each such employee benefit plan, policy or

arrangement in substantial compliance with its terms and with the requirements prescribed by applicable law, rules and regulations. Seller shall timely discharge and perform, and Buyer shall not assume or otherwise be liable for, any liability or obligation under any such employee benefit plan, policy or arrangement whether arising before, upon or after the Closing Date, including, but not limited to, the responsibility and expense of complying with Section 4980B of the Internal Revenue Code of 1986, as amended, in connection with Seller's termination of any of its employees prior to, on or after the Closing Date.

3.20 Operation in Ordinary Course. Seller has operated each of the Stations in the ordinary course of business consistent with past practices.

3.21. Intellectual Property. Schedule 2.1.5 lists all Intellectual Property applied for, owned, used or licensed (either as licensor or licensee) in connection with the operation of any of the Stations. Except as disclosed on Schedule 2.1.5, Seller owns, free and clear of conflicting claims or restrictions and without infringement on the rights of others, all right and interest in, and right and authority to use in connection with the conduct of each of the Stations as presently conducted, all of the Intellectual Property listed on Schedule 2.1.5 and all such Intellectual Property is in full force and effect. There are no outstanding or, to the knowledge of Seller, threatened judicial or adversary proceedings with respect to any of the Intellectual Property listed on Schedule 2.1.5. No person or entity has been granted any license or other right or interest in or to any of the Intellectual Property listed on Schedule 2.1.5 or to the use thereof. Seller has no knowledge of any infringement or unlawful use of any of the Intellectual Property listed on Schedule 2.1.5. Seller has delivered to Buyer copies of all state and federal registrations, and pending applications for registration and other material documents, if any, establishing any of the rights and properties constituting a part of the Intellectual Property.

#### **4. REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller as follows:

4.1. Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Oklahoma. Buyer has, or as of the Closing Date shall have, authority to conduct business in the State of New York. Buyer has all

requisite corporate power to acquire the FCC Authorizations and to become the licensee of the Stations.

4.2. Authorization and Binding Effect of Documents. Buyer has the power and authority to execute, deliver and perform its obligations under this Agreement and each of the other Documents and to consummate the transactions contemplated hereby and thereby. By the Closing, appropriate corporate actions approving this Agreement and Buyer's obligations hereunder shall have been taken and shall be provided to Seller. This Agreement constitutes (and each of the other Documents, when executed and delivered by Buyer will constitute) legal and valid obligations of Buyer enforceable against Buyer in accordance with its terms.

4.3. Absence of Conflicts. Buyer's execution and delivery of, and the performance of its obligations under, this Agreement and each of the other Documents and the consummation by Buyer of the transactions contemplated:

4.3.1. Do not violate, or result in the creation of any claim, Lien (other than Permitted Liens), charge or encumbrance on any of the assets or properties of Buyer under any provision of law, rule or regulation or under any order, judgment, injunction, decree or ruling applicable to Buyer in any manner which would have a material negative effect on the assets, business, operation or financial condition or on the operations of Buyer or on Buyer's ability lawfully to close the transactions contemplated hereby;

4.3.2. Do not (with or without the giving of notice or the passage of time or both) conflict with or result in a breach or termination of, or constitute a default or give rise to a right of termination or acceleration under, the articles of incorporation or bylaws of Buyer or any other instrument to which Buyer is a party or by which it is bound; and

4.3.3. Subject to obtaining the FCC Order, does not require the consent of any third party.

4.4. Qualifications.

4.4.1. Buyer has no knowledge of any facts concerning Buyer or any person with an attributable interest in Buyer (as such term is defined under decisions, rules and regulations of the FCC) which would, under present law (including the Act) and present rules, regulations and practices of the FCC:

- 4.4.1.1. disqualify Buyer from owning and operating the Stations;
- 4.4.1.2. raise a substantial and material question of fact (within the meaning of Section 309(a) of the Act) respecting Buyer's qualifications; or
- 4.4.1.3. restrict or otherwise prevent Buyer from satisfying the financial commitments made herewith in this Agreement.

4.4.2. Buyer will not take, or fail to take, any action it knows or has reason to know would cause such disqualification or raise such question of fact. Should Buyer become aware of any such facts, it will promptly notify Seller in writing thereof and use its best efforts to prevent such disqualification.

4.5. Broker's or Finder's Fees. No agent, broker, investment banker, or other person or firm acting on behalf of Buyer or under its authority is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, from Buyer in connection with the transactions contemplated by this Agreement.

4.6. Litigation. There are no legal, administrative, arbitration or other proceedings, judgments (issued or outstanding), suits, claims, or governmental investigations pending or, to the knowledge of Buyer, threatened against Buyer before any court, arbitration tribunal or governmental department or agency that would give any third party the right to enjoin the transactions contemplated by this Agreement or that could adversely affect Buyer's ability to consummate the transactions contemplate hereunder. Buyer does not know of any basis for such claim, litigation, proceeding, or investigation. Should any such litigation commence after the date of this Agreement and before the Closing, Buyer shall promptly, and in no event later than five (5) days after becoming aware of it, notify Seller, and use its commercially reasonable efforts to accomplish the prompt removal or dismissal thereof.

4.7. Disclosure. No representation, warranty or other statement by Buyer in this Agreement or any other Document furnished by Buyer or on its behalf contains, or will contain, any untrue statement of a material fact, or omits to state a material fact necessary to make any representation, warranty or statement contained herein or therein not misleading.

4.8. Insolvency. Buyer and its principals are not now, and after giving effect to the transactions contemplated by this Agreement, will not be insolvent as such term is defined in the

Bankruptcy Code of 1968 as amended; after giving effect to the transactions contemplated by this Agreement, the debt owing to Seller by Buyer shall not constitute an unreasonable financial burden to impair Buyer from conducting its business or its business as proposed to be conducted after consummation of the transactions contemplated hereby; and Buyer has not and does not intend to incur, or believe that Buyer will incur, concurrently with or after consummation of the transactions contemplated hereby, debts beyond Buyer's ability to pay such debts, including Buyer's debt to Seller, as such debts mature.

## 5. COVENANTS

5.1. Affirmative Covenants of Seller. Between the date hereof and the Closing Date, except as contemplated by this Agreement, Seller shall:

5.1.1. Continued Operation of Stations. Continue to operate each of the Stations in the ordinary course consistent with past practices and in conformity with the FCC Licenses, the Communications Act of 1934 (as amended), the rules and regulations of the FCC, and all other applicable laws, ordinances, regulations, rules and orders. If Seller receives any finding, order, complaint, citation or notice prior to the Closing Date which asserts that any aspect of the Stations' operations violates any rule, regulation or order of the FCC or any other governmental authority (an "Administrative Violation"), including without limitation, any rule, regulation or order concerning equal employment opportunity, Seller shall promptly notify Buyer of any Administrative Violation, take action promptly to remove or correct any Administrative Violation, and be responsible for the payment of all costs associated therewith, including any fines or back pay that may be assessed. Seller will deliver to Buyer, promptly after filing, copies of any reports, applications or responses to the FCC or any communications from the FCC or any other party directed to the FCC related to the Stations that are filed between the date of this Agreement and the Closing Date. Seller will not file any application to modify the Stations' facilities without Buyer's prior written consent, which consent will not be unreasonably withheld, delayed or conditioned, and Seller shall take all actions necessary to keep the Licenses valid and in full force and effect.

5.1.2. Reasonable Access. Provide Buyer and representatives of Buyer with reasonable access, during normal business hours on reasonable advance notice, to the properties,

contracts, books, files, logs, records and affairs of the Stations, and furnish such additional information concerning the Stations as Buyer may from time to time reasonably request.

5.1.3. Consent to Assignment. Use its commercially reasonable efforts to procure and accomplish the consent of any third parties necessary for the assignment to Buyer of all Material Station Agreements.

5.1.4. Maintain Assets. In accordance with standards of good engineering practice, maintain all of the Assets in their present operating condition, repair and order, reasonable wear and tear in ordinary usage excepted, and maintain the inventories of spare parts and tubes for the technical operating equipment of Stations at the levels normally maintained for Stations. Seller shall replace and fully pay for, at Seller's sole cost and expense, any of such property which shall be worn out, lost, stolen or destroyed with like property of equivalent kind and value.

5.1.5. Timely Payments. Timely make or provide all payments, services, or other considerations due under the Station Agreements (including all contracts, agreements and leases to be assigned to Buyer hereunder) so that all payments required to be made as of 12:01 a.m. on the Closing Date will have been paid.

5.1.6. Maintain Licenses. Use its best efforts to maintain in full force and effect, or renew when required, the FCC Authorizations and any other licenses, permits and authorizations relating to the Stations.

5.1.7. Insurance. Seller shall maintain in full force and effect through the Closing Date property damage, liability and other insurance with respect to the Assets at the levels currently in effect.

5.1.8. Revised Schedules and Notice. On or before the Closing Date, subject to Buyer's prior, written approval, which shall not be unreasonably withheld, delayed or conditioned, Seller shall furnish to Buyer revised Schedules to this Agreement as may be necessary to render such Schedules accurate and complete as of the Closing Date. Seller shall give detailed written notice to Buyer promptly upon the occurrence of or obtaining knowledge of the impending or threatened occurrence of any event which would cause or constitute a breach

(or would have caused a breach had such event occurred or been known to Seller prior to the date hereof) of Seller's representations or warranties contained in this Agreement or in any Schedule.

5.1.9. Title Report. Seller will cooperate with Buyer in order that Buyer may, at its option and its sole cost and expense, obtain a preliminary title report on title covering a date subsequent to the date hereof, issued by a title insurance company acceptable to Buyer (the "Title Company"), which preliminary report shall contain: (A) a commitment (the "Title Commitment") of the Title Company to issue one or more (as appropriate) owner's title insurance policies on ALTA policy forms (each, a "Title Policy") insuring the fee simple interest of Buyer in the Real Property; and (B) copies of all documents, filings and information disclosed in the Title Commitment. Seller shall cooperate with Buyer in executing and delivering such instruments to the Title Company necessary to permit the deletion of all standard exceptions which can be deleted by the use of owner's or seller's affidavits.

5.1.10. Survey. Seller will cooperate with Buyer in order that Buyer may, at its option and its sole cost and expense, obtain an as-built survey of the owned Real Property ("Surveys").

5.2. Negative Covenants of Seller. Between the date hereof and the Closing Date, except as contemplated by this Agreement, Seller will not, without the prior written consent of Buyer, which will not unreasonably be withheld, delayed or conditioned:

5.2.1. Mortgages. Create, assume or permit to exist any new mortgage or pledge, or subject to Lien (other than Permitted Liens), any of the Assets, whether now owned or hereafter acquired, unless discharged of record prior to or at the Closing.

5.2.2. Transfers. Sell, assign, lease or otherwise transfer or dispose of any of the Assets, whether now owned or hereafter acquired, or agree to sell, assign, lease or transfer any of the Assets without replacement thereof with an asset of equivalent kind, condition and value that satisfies industry standards for such assets, or create any Lien (other than Permitted Liens) on any of the Assets, except for disposal and consumption of supplies and inventories in the ordinary course and retirements in the normal and usual course of business of items no longer required for use in connection with the Stations' operations, or in connection with the

acquisition of similar property or assets of equal or greater value, with the cost of any such replacement property to be Seller's responsibility.

5.2.3. Call Letters. Change the call letters of any of the Stations.

5.2.4. Collective Bargaining. Voluntarily enter into any collective bargaining agreement covering employees of the Stations and not voluntarily enter into any such collective bargaining agreement that contains a provision requiring assignment to and assumption of the agreement by a purchaser of the Stations.

5.2.5. Inconsistent Action. Take any action inconsistent with its warranties, representations or obligations hereunder or which could jeopardize or delay consummation of the transactions contemplated hereunder.

5.2.6. Contractual Obligations. Do, or omit to do, any act which will cause a material breach of, or material default under, or termination of, any Station Agreement.

5.2.7. Compliance with Law. Fail to comply with all applicable material federal, state and local laws, rules and regulations.

5.2.8. No Solicitation. From the date hereof until the earlier of Closing or termination of this Agreement, neither Seller nor any affiliate of Seller shall directly or indirectly (i) solicit, initiate or encourage submission of any proposal or offer from any person relating to any acquisition or purchase of any interest in Seller or any material assets of any of the Stations or any merger, consolidation or business combination with Seller (each an "Acquisition Proposal"), or (ii) participate in any discussions or negotiations regarding, furnish to any person any information with respect to, or otherwise assist, facilitate, encourage or participate in or cooperate with, any effort or attempt by any person to make or effect an Acquisition Proposal. Seller shall promptly notify Buyer in writing if an Acquisition Proposal is made in writing after the date of this Agreement.

5.3. Affirmative Covenant of Buyer. As of the Closing Date, Buyer shall ensure that it has taken all necessary steps to ensure that it is capable of meeting the financial obligations necessary to consummate the transaction set forth in this Agreement.

5.4. Negative Covenant of Buyer. Between the date hereof and the Closing Date, Buyer shall not take any action inconsistent with its representations, warranties and other

obligations hereunder or which could jeopardize or delay the consummation of the transactions contemplated hereunder.

## **6. FCC CONSENT**

### **6.1. FCC Approvals.**

6.1.1. FCC Consent. Seller and Buyer shall jointly file the Assignment Application with the FCC within seven (7) days of the execution of this Agreement. Seller and Buyer shall take all steps necessary to prosecute such filings with diligence and shall diligently oppose any objections to, appeals from or petitions to reconsider the FCC Order, to the end that such FCC Order shall become a Final Action as soon as practicable. Seller shall not take, nor permit any officer or director of Seller to take, and Buyer shall not take, nor permit any partner or officer of Buyer to take, any action that such party knows or has reason to know would materially and adversely affect or materially delay issuance of the FCC Order, or materially and adversely affect or materially delay any FCC Order from becoming a Final Action. Should Buyer or Seller become aware of any facts not disclosed which could reasonably be expected to materially and adversely affect or materially delay issuance of any FCC Order, or prevent or materially delay any FCC Order from becoming a Final Action, such party shall promptly notify the other party thereof in writing. Any fees assessed by the FCC in connection with the filings contemplated herein shall be divided equally between Seller and Buyer, but the parties shall otherwise each bear their own expenses in connection with the Assignment Application.

6.2. Time for FCC Approvals. In the event that the FCC Order has not been issued and, unless waived by Buyer, become a Final Action (it being understood that such orders becoming a Final Action shall not be a condition precedent to Seller's obligation to close hereunder) on or before one year from the date of execution of this Agreement, either Buyer or Seller within ten (10) days thereafter may terminate this Agreement upon written notice to the other party; provided, however, no party shall be entitled to terminate this Agreement while such party is in material breach hereunder.

## 7. OTHER COVENANTS

7.1. Access Prior to the Closing Date. Prior to the Closing Date, subject to the limitations contained in this Article, Buyer and its representatives may make such investigation of the assets and business of Stations as it may desire. Seller shall give to Buyer, its counsel, accountants and other representatives reasonable access during normal business hours through the period prior to the Closing to personnel and all of the assets, books, agreements, records and files of or pertaining to Seller and the Stations provided that:

7.1.1. Buyer shall give Seller reasonable advance notice of the date and time on which Buyer or any such other person or entity desires such access; and

7.1.2. investigations at the Stations shall be reasonable in number and frequency. Seller shall also furnish to Buyer during such period all documents and copies of documents and information concerning the business and affairs of the Stations as Buyer may reasonably request.

7.2. Good Faith; Reasonable Efforts. Subject to the terms and conditions of this Agreement, each of the parties hereto will use its commercially reasonable efforts to take all action and to do all things necessary, proper or advisable in good faith to satisfy any condition to the parties' obligations hereunder in its power to satisfy and to consummate and make effective as soon as practicable the transactions contemplated by this Agreement.

## 8. CONDITIONS PRECEDENT TO THE OBLIGATION OF BUYER TO CLOSE

Buyer's obligation to close the transaction contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, unless waived by Buyer in writing:

8.1. Accuracy of Representations and Warranties. The representations and warranties of Seller contained in this Agreement or in any other Document shall be complete and correct in all material respects at the Closing Date with the same effect as though made at such time, except for changes permitted under this Agreement.

8.2. Performance of Agreement. Seller shall have performed in all material respects all of its covenants, agreements and obligations required by this Agreement to be performed or complied with by it prior to or upon the Closing Date.

8.3. Risk of Loss. None of the events or conditions referred to in Section 14 (Risk of Loss) shall have occurred and not been remedied as set forth therein.

8.4. Consents.

8.4.1. The FCC Order shall have been issued by the FCC, public notice of the FCC Order shall have been released, and the FCC Order shall have become a Final Action, unless the failure for the FCC Order to become a Final Action shall arise from a default on the part of Buyer.

8.4.2. Conditions which the FCC Order or any order, ruling or decree of any judicial or administrative body relating thereto or in connection therewith specifies and requires to be satisfied prior to assignment of the Stations to Buyer shall have been satisfied.

8.4.3. Other Governmental Consents. All other authorizations, consents, approvals and clearances of all federal, state and local governmental agencies required to permit the consummation by Buyer of the transactions contemplated by this Agreement shall have been obtained; all statutory and regulatory requirements for such consummation shall have been fulfilled; and no such authorizations, consents, approvals or clearances shall contain any conditions that individually or in the aggregate would have a material adverse effect on the Stations or Buyer's operation thereof.

8.4.4. Private Consents. All necessary approvals and consents to the assignment to Buyer of the Material Station Agreements shall have been obtained and delivered to Buyer.

8.5. Title Insurance and Survey. If Buyer has elected to obtain the Title Commitment and/or Surveys, as provided in Sections 5.1.5 and 5.1.6, above, such commitment of the Title Company and surveys shall be reasonably satisfactory to Buyer.

8.6. No Adverse Proceedings. No suit, action or governmental proceeding shall be pending against, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against Buyer that would make it unlawful for Buyer to

consummate the transactions contemplated by this Agreement in accordance with the terms hereof, or which question the validity of any action taken or to be taken pursuant to or in connection with this Agreement. No insolvency proceedings of any character against Seller shall be pending and Seller shall not have taken any action in contemplation of, or which would constitute the basis for, the institution of any such insolvency proceeding.

8.7. Adjustment Amount. Seller and Buyer shall have agreed upon the Adjustment Amount, if any.

8.8. Delivery of Closing Documents. Seller shall have delivered on or before the Closing Date each of the documents required to be delivered pursuant to Section 10.2.1 or as otherwise provided in this Agreement.

## 9. CONDITIONS PRECEDENT TO THE OBLIGATION OF SELLER TO CLOSE

The obligation of Seller to close the transaction contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing Date, or each of the following conditions, unless waived by Seller in writing:

9.1. Accuracy of Representations and Warranties. The representations and warranties of Buyer contained in this Agreement or in any other Document shall be complete and correct in all material respects on the date hereof and at the Closing Date with the same effect as though made at such time, except for changes permitted under this Agreement.

9.2. Performance of Agreement. Buyer shall have performed in all material respects all of its covenants, agreements and obligations required by this Agreement to be performed or complied with by it prior to or upon the Closing Date, including payment of the purchase price.

9.3. FCC and Other Consents.

9.3.1. The FCC Order shall have been issued by the FCC and shall have become a Final Action (this condition may be waived by Buyer).

9.3.2. Conditions which the FCC Order or any order, ruling or decree of any judicial or administrative body relating thereto or in connection therewith specifies and requires to be satisfied prior to assignment of the Stations to Buyer shall have been satisfied.

9.3.3. Other Governmental Consents. All other authorizations, consents, approvals and clearances of all federal, state and local governmental agencies required to permit

the consummation by Seller of the transactions contemplated by this Agreement shall have been obtained.

9.4. No Adverse Proceedings. No suit, action or governmental proceeding shall be pending against, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against Seller that would make it unlawful for Seller to consummate the transactions contemplated by this Agreement in accordance with the terms hereof, or which question the validity of any action taken or to be taken pursuant to or in connection with this Agreement. No insolvency proceedings of any character against Buyer shall be pending and Buyer shall not have taken any action in contemplation of, or which would constitute the basis for, the institution of any such insolvency proceeding.

9.5. Adjustment Amount. Seller and Buyer shall have agreed upon the Adjustment Amount, if any.

9.6. Delivery of Closing Documents. Buyer shall have delivered on or before the Closing Date each of the documents required to be delivered pursuant to Section 10.3.1 or as otherwise provided in this Agreement.

## **10. CLOSING**

10.1. The Closing shall take place on a date mutually agreed to by the Buyer and Seller, but such date shall:

10.1.1. not be later than ten (10) business days after satisfaction (or waiver by the appropriate party) of each of the conditions precedent hereunder, including that the FCC Order with respect to the Stations shall have become a Final Action, except as provided for in Section 8.3.2. The Closing shall be held at a site mutually and reasonably consented to by the parties or by mail.

10.2. Seller's Performance.

10.2.1. At the Closing, Seller shall deliver or cause to be delivered to Buyer the following in each case in form and substance reasonably satisfactorily to Buyer as such documents pertain to the Stations:

10.2.1.1. License Assignments. Assignments of the FCC Authorizations in customary form and substance;

10.2.1.2. Bill of Sale. A bill of sale and all other appropriate documents and instruments in a form and substance acceptable to counsel for Buyer assigning good and marketable title to the Tangible Personal Property and all other Assets not otherwise conveyed (except the Owned Real Property), free and clear of any Liens (other than Permitted Liens);

10.2.1.3. Leases/Contracts. Such assignments and further instruments of transfer to assign to Buyer all of Seller's rights under the Station Agreements (including any ground lease, tower lease, or studio lease) free and clear of all Liens (other than Permitted Liens) with, where required, the necessary consents to such assignments;

10.2.1.4. Additional Documents. Such other information, materials and documentation as counsel for Buyer shall have reasonably requested for the purpose of consummating the transactions described herein and to evidence satisfaction of the conditions to Seller's obligations hereunder, and any other documents expressly required by this Agreement to be delivered by Seller at Closing;

10.2.1.5. Owned Real Property. A general warranty deed or deeds, in a form recordable in the State of New York, for the Owned Real Property to be conveyed hereunder, which deed(s) shall convey insurable, fee simple title for the Owned Real Property free and clear of all Liens (other than Permitted Liens); and

10.2.1.6. Certificates. (i) A certificate by Seller, dated as of the Closing Date, certifying that, except as set forth in such certificate, all of Seller's undertakings and obligations under this Agreement are satisfied as of the Closing Date and all of its warranties and representations remain true and accurate as of the Closing Date; (ii) a certificate from the Secretary of State of the State of Delaware, dated as near as practicable to the Closing Date, showing that Seller is incorporated and in good standing in the State of Delaware; and (iii) a certificate of the secretary of Seller attesting to the incumbency of each officer of Seller who executes this Agreement and any of the other Documents.

10.2.1.7. Joint Escrow Instructions. Timely written instructions to the Escrow Agent directing that the Deposit be delivered to Seller;

10.2.1.8. Records. Deliver to Buyer copies of the records and documents referenced in Section 2.1.4 above pertaining to the Stations. Such documents need not be provided in person but may be located at the studios/offices of the Stations;

10.2.1.9. Wire Instructions. Three (3) days prior to the Closing Date, Seller shall provide to Buyer wire instructions for the payment of the Cash Payment due on the Closing Date;

10.2.1.10. Prorations. Any such amounts as may be owed by Seller to Buyer pursuant to Section 2.4.4;

10.2.1.11. Evidence satisfactory to Buyer as to the amount to be paid to any party holding a security interest in the Assets to be discharged at Closing, and executed releases or UCC-3 termination statements with respect thereto; and

10.2.1.12. Receipt for the Purchase Price.

10.3. Deliveries to Seller by Buyer.

10.3.1. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following, in each case in form and substance reasonably satisfactory to Seller all as pertain to the Stations:

10.3.1.1. Cash. Subject to any reduction to reflect the Adjustment Amount, if any, pursuant to Section 2.4.7, wire transfer of immediately available funds Seller, in the amount of Four Million Nine Hundred Seventy-Five Thousand Dollars (\$4,975,000);

10.3.1.2. Certificates. (i) A certificate by Buyer dated as of the Closing Date certifying that, except as set forth in such certificate, all of Buyer's undertakings and obligations under this Agreement are satisfied as of the Closing Date, and all of its warranties and representations remain true and accurate as of the Closing Date; (ii) a certificate from the Secretary of State of the State of Oklahoma, dated as near as practicable to the Closing Date, showing that Buyer is organized and in existence in the State of Oklahoma; and (iii) a certificate of the secretary of Buyer attesting to the incumbency of each partner of Buyer who executes this Agreement and any of the other Documents;

10.3.1.3. Additional Documentation. Such additional information, materials, and documentation as counsel to Seller shall have reasonably requested to evidence

satisfaction of the conditions to Buyer's obligations hereunder, and any other documents expressly required by this Agreement to be delivered by Buyer at the Closing;

10.3.1.4. Assumption Agreement. Documentation in a form reasonably satisfactory to counsel for Seller that Buyer has assumed the Assumed Obligations pertaining to the Stations; and

10.3.1.5. Joint Escrow Instructions. Written instructions to the Escrow Agent directing that the Deposit be delivered to Seller.

**11. SURVIVAL OF REPRESENTATIONS AND WARRANTIES:  
INDEMNIFICATION**

11.1. Survival of Representations and Warranties. All representations, warranties, covenants and agreements contained in this Agreement or in any other Document shall survive the Closing, regardless of any investigation, inquiry or knowledge on the part of any party hereto, and the Closing shall not be deemed a waiver by either party of the representations, warranties, covenants or agreements of the other party contained herein or in any other Documents; provided, however, that the period of survival shall end fifteen (15) months after the Closing Date the ("Survival Period"), except with respect to (i) Seller's representations with respect to taxes, environmental conditions and employee matters, will expire upon the expiration of the applicable statute of limitations and (ii) the warranties of title contained in bills of sale, transfers and assignments delivered to Buyer pursuant to the terms of this Agreement, Sellers' representations with respect to the FCC Authorizations contained in Section 3 hereof, and the indemnification provided in Section 11.2 and 11.3, which do not expire. No claim may be brought under this Agreement or any other Document, unless written notice describing in reasonable detail the nature and basis of such claim is given on or prior to the last day of the Survival Period. In the event such a notice is so given, the right to indemnification with respect thereto under this Article shall survive the applicable Survival Period until such claim is finally resolved and any obligations with respect thereto are fully satisfied.

11.2. Indemnification in General. Buyer and Seller agree that the rights to be indemnified and held harmless set forth in this Agreement, as between the parties hereto and their respective permitted successors and assigns, shall be exclusive of all rights to be

indemnified and held harmless that such party (or its permitted successors or assigns) would otherwise have by statute, common law or otherwise.

11.3. Indemnification by Seller. Seller shall indemnify, defend, and hold harmless Buyer, its affiliates, commonly-owned corporations, shareholders, officers, directors and permitted assigns with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, obligations, liabilities, recoveries, deficiencies, and expenses (including interest, penalties and reasonable attorneys' fees) of every kind and description (collectively "Damages") relating to or arising out of:

11.3.1. Any breach or non-performance by Seller of any of its representations, warranties, covenants or agreements set forth in this Agreement or any other Document; or

11.3.2. Any debt, liability or obligation of Seller or the Stations that arises or results from or is attributable to the operations or business of the Seller or the Stations prior to the Closing Date other than the Assumed Obligations.

11.4. Indemnification by Buyer. Buyer shall indemnify, defend, and hold harmless Seller, its affiliates, commonly-owned corporations, shareholders, officers, directors and permitted assigns with respect to any and all Damages relating to or arising out of:

11.4.1. Any breach or non-performance by Buyer of any of its representations, warranties, covenants or agreements set forth in this Agreement or any other Document; or

11.4.2. The Assumed Obligations and any other liability, obligation or debt of Buyer or the Stations that arises or results from and is attributable to the operations or business of the Stations on or after the Closing Date.

11.5. Indemnification Procedure. For purposes of administering the indemnification provisions set forth in Sections 11.3 and 11.4, the following procedure shall apply:

11.5.1. Whenever a claim for indemnification shall arise under this Article, the party entitled to indemnification (the "Indemnified Party") shall promptly and in no event later than fifteen (15) days after receipt of such a claim, give written notice to the party from whom indemnification is sought (the "Indemnifying Party") setting forth in reasonable detail, to the extent then available, the facts concerning the nature of such claim and the basis upon which the Indemnified Party believes that it is entitled to indemnification hereunder, provided that the

Indemnified Party's failure to do so shall not preclude it from seeking indemnification hereunder unless such failure has materially prejudiced the Indemnifying Party's ability to defend such claim.

11.5.2. In the event of any claim for indemnification hereunder resulting from or in connection with any claim, action, suit or legal proceedings brought by a third party, the Indemnifying Party shall be entitled, at its sole expense, either:

11.5.2.1. to participate therein, or

11.5.2.2. to assume the entire defense thereof with counsel who is selected by it and who is reasonably satisfactory to the Indemnified Party provided that:

11.5.2.2.1. the Indemnifying Party agrees in writing that it does not and will not contest its responsibility for indemnifying the Indemnified Party in respect of such claim or proceeding, and

11.5.2.2.2. no settlement shall be made without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld (except that no such consent shall be required if the claimant is entitled under the settlement to only monetary damages to be paid solely by the Indemnifying Party). If, however,

11.5.2.2.2.1. the claim, action, suit or proceeding would, if successful, result in the imposition of damages for which the Indemnifying Party would not be solely responsible hereunder, or

11.5.2.2.2.2. representation of both parties by the same counsel would otherwise be inappropriate due to actual or potential differing interests between them, then the Indemnifying Party shall not be entitled to assume the entire defense and each party shall be entitled to retain counsel at its own expense who shall cooperate with one another in defending against such action, claim or proceeding; provided, however, that the Indemnified Party shall be entitled to periodic reimbursement of expenses incurred in connection therewith and prompt indemnification from the Indemnifying Party, including reasonable attorneys' fees .

11.5.3. If the Indemnifying Party does not choose to defend against a claim, action, suit or legal proceeding by a third party, the Indemnified Party may defend against such claim, action, suit or proceeding in such manner as it deems appropriate or settle such claim,

action, suit or proceeding (after giving notice thereof to the Indemnifying Party) on such terms as the Indemnified Party may deem appropriate, and the Indemnified Party shall be entitled to periodic reimbursement of expenses incurred in connection therewith and prompt indemnification from the Indemnifying Party, including reasonable attorneys' fees, in accordance with this Article.

11.5.4. The Indemnifying Party will not, without the Indemnified Party's written consent, settle or compromise any claim or consent to any entry of judgment which does not include, as an unconditional term thereof, the giving by the claimant to the Indemnified Party of a release from all liability with respect to such claim. Neither Buyer nor Seller shall be deemed to have notice of any claim by reason of any knowledge acquired on or prior to the Closing Date by an employee of the Stations unless express evidence is available establishing actual notice to either party.

11.6. Limitations. Notwithstanding anything to the contrary herein,

11.6.1. the amount of any Damages shall be reduced (including, without limitation, retroactively) by any insurance proceeds actually recovered (net of any deductible paid) by or on behalf of an Indemnified Party, and if an Indemnified Party shall have received any payment in respect of any Damages from an Indemnifying Party and shall subsequently receive directly or indirectly any insurance proceeds in respect of such Damages, the Indemnified Party shall pay the Indemnifying Party an amount equal to the lesser of (A) the amount of such insurance proceeds (net of any deductible paid) and (B) the amount of such payment made in respect of such Damages;

11.6.2. the aggregate liability of Seller for Damages under this Agreement shall not exceed One Million Dollars (\$1,000,000); and

11.6.3. Seller shall be liable under this Agreement for any Damages, except to the extent that they exceed in the aggregate Ten Thousand Dollars (\$10,000) (the "Deductible Amount"), and Seller shall only be liable for the amount by which the Damages exceeds the Deductible Amount.

## 12. TERMINATION

12.1. Events of Termination. If the Closing shall not have previously occurred, this Agreement shall terminate upon written notice from one party to the other if:

12.1.1. The Closing has not occurred on or before September 22, 2008; or

12.1.2. The FCC Order has not been issued on or before the first anniversary of the date of this Agreement; or

12.1.3. Fifteen (15) days after written notice is given by one party to the other party specifying a material breach hereunder by the other party and such breach remains uncured after expiration of such 15-day period.

12.1.4. Notwithstanding the foregoing, no party shall be entitled to terminate this Agreement while such party is in material breach hereunder. In the event this Agreement is terminated for any reason other than Buyer's material breach, Buyer shall be entitled to receive the return of the Deposit together with all interest and other earnings earned thereon while held by the Escrow Agent. Buyer shall also be entitled to return of the deposit and accrued interest thereon under the circumstances described in Section 14.1, below. If this Agreement is terminated by Seller by reason of Buyer's material breach hereunder, Seller shall be entitled to the Deposit and accrued interest thereon. Buyer and Seller shall cooperate in taking such action as necessary to assist the designated party in receiving the Deposit and the interest and earnings earned thereon while held by the Escrow Agent.

## 13. RISK OF LOSS

13.1. The risk of loss or damage to any of the assets to be conveyed hereunder from fire, casualty or other cause shall be upon Seller at all times up to 12:01 a.m. on the Closing Date, and it shall be the responsibility of Seller prior to the Closing to repair or cause to be repaired and to restore the assets as closely as practicable to their condition, prior to any such loss or damage. Upon the occurrence of any such casualty, loss, damage or destruction material to the operation of the Stations prior to the Closing, Seller shall immediately give Buyer written notice setting forth in detail the extent of such loss, damage or destruction, the cause thereof if known, and the insurance coverage. Seller shall use its best efforts promptly to commence and thereafter

diligently to proceed to repair or replace any such lost, damaged or destroyed property. However, in the event such repair or replacement is not fully completed prior to the Closing Date, or the loss, damage or destruction causes any of the Stations to: (i) cease regular broadcast transmission in the normal and usual manner for more than three (3) consecutive days or ten (10) days total, whether or not consecutive; (ii) not operate with full licensed facilities for a period of 30 consecutive days, or (iii) not be operating at 90% of its full authorized power; then Seller shall give prompt written notice to Buyer and Buyer may elect either:

13.1.1. to consummate the transactions contemplated hereby on the Closing Date, in which event Seller shall pay to Buyer the portion of the insurance deductible, if any, not previously met, and shall assign to Buyer the portion of the insurance proceeds, if any, not previously expended by Seller to repair or replace the damaged or destroyed property;

13.1.2. to terminate this Agreement without penalty and be entitled to the return of the Deposit and accrued interest thereon upon written notice; or

13.1.3. to delay the Closing Date until fifteen (15) days after Seller provides written notice to Buyer of completion of the repair or replacement of the damaged or destroyed property, provided that if Seller is unable through its reasonable best efforts to complete such repair or replacement within sixty (60) days after the casualty, Buyer may then terminate this Agreement without penalty and be entitled to the return of the Deposit and accrued interest thereon upon written notice.

#### **14. DEFAULT AND REMEDIES**

14.1. Material Breaches. Non-material breaches or failures to perform by a party hereunder shall not be grounds for postponing the Closing or terminating this Agreement.

14.2. Opportunity to Cure. No party to this Agreement shall be deemed in default hereunder unless such default continues for fifteen (15) days after receipt of written notice from the other party specifying in reasonable detail the nature of such default. The defaulting party shall have the right to cure such default within such 15-day period, provided that if the Closing is scheduled prior to the end of this period, cure must be accomplished by the Closing Date.

14.3. Buyer's Remedies. Seller agrees that the assets to be conveyed hereunder include unique property that cannot be readily obtained on the open market and that Buyer will be

irreparably injured if this Agreement is not specifically enforced. Therefore, Buyer shall have the right specifically to enforce Seller's performance under this Agreement, and Seller agrees to waive the defense in any such suit that Buyer has an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy.

**15. MISCELLANEOUS**

15.1. Further Actions. From time to time before, at and after the Closing Date, each party, at its expense and without further consideration, will execute and deliver such documents to the other party as the other party may reasonably request in order to accomplish the transactions contemplated hereby.

15.2. Payment of Expenses.

15.2.1. All state or local sales or use, stamp or transfer, grant and other similar taxes payable in connection with consummation of the transactions contemplated hereby shall be paid by the party primarily liable under applicable law to pay such tax.

15.2.2. Except as otherwise expressly provided in this Agreement, each of the parties shall bear its own expenses, including the fees of any attorneys and accountants engaged by such party, in connection with this Agreement and the consummation of the transactions contemplated herein.

15.3. Notices. All notices, demands or other communications given hereunder shall be in writing and shall be sufficiently given if delivered by courier (including nationally-recognized overnight delivery service) or sent by registered or certified mail, or by facsimile with receipt confirmation and a follow-up copy sent by nationally-recognized overnight delivery service on the same day as such facsimile, addressed as follows:

If to Seller: Timothy D. Martz  
Martz Communications Group, LLC  
955 South Virginia Street, Number 222  
Reno, NV 89502  
Fax: (775) 324-1399 (fax)  
ATTN: Timothy D. Martz

If to Buyer David Stephens, V.P.  
KXOJ, Inc.  
P.O. Box 1250

Sapulpa, OK 74067  
Fax: (316) 492-8840  
ATTN: David Stephens

or such other address with respect to either party hereto as such party may from time to time specify (as provided above) to the other party hereto. Any such notice, demand or communication shall be deemed to have been given:

15.3.1. if mailed or sent by overnight courier, on the date delivered; and

15.3.2. if faxed, on the date faxed, provided confirmation of receipt has been obtained by the sending party.

15.4. Entire Agreement. This Agreement, the Schedules and Exhibits hereto, and the other Documents, constitute the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede any prior offers, negotiations, agreements, understandings or arrangements between the parties hereto with respect to the subject matter hereof.

15.5. Benefit and Assignment. Neither party may assign its rights or obligations hereunder to another party without the advance written consent of the other party provided, however, that (i) Buyer may assign its right under this Agreement to an affiliate or subsidiary of Buyer, provided such affiliate or subsidiary is controlled by or under common control with Buyer, and so long as Buyer unconditionally guarantees all of such affiliates or subsidiaries obligations under the Agreement and other Documents, and (ii) any party's rights to indemnification under Article 12 hereof will inure to the benefit of and be enforceable by any successor-in-interest by merger or consolidation or by any lender secured by a security interest in such rights to indemnification. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors or assigns.

15.6. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the internal laws of the State of New York, including all matters of construction, validity and performance, without regard to its principles of conflict of law.

15.7. Amendments and Waivers. No term or provision of this Agreement may be amended, waived, modified, discharged or terminated orally but rather only by an instrument in

writing signed by both parties. Any written waiver shall be effective only in accordance with its express terms and conditions.

15.8. Severability. Any provision of this Agreement which is held by any court of competent jurisdiction or as a result of further legislative or administrative action, unenforceable shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without affecting the validity or enforceability of any other provision hereof.

15.9. Headings. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

15.10. Counterparts. This Agreement may be executed in any number of counterparts, and by either party on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.11. References. All references in this Agreement to Schedules and Exhibits are to Schedules and Exhibits contained in this Agreement unless a different document is expressly specified.

15.12. Attorneys' Fees. If either Seller or Buyer brings suit against the other in connection with this Agreement, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and other costs and expenses incurred by such party in connection with such suit regardless of whether such suit is prosecuted to judgment. As used herein, "prevailing party" shall mean, in the case of a claimant, one who is successful in obtaining substantially all of the relief sought, and in the case of a defendant or respondent, one who is successful in denying substantially all of the relief sought by the claimant.

15.13. Time of Essence. Time is of the essence of this Agreement and the performance of each and every provision hereof.

15.14. Counsel. Each party has been represented by its own counsel in connection with the negotiation and preparation of this Agreement and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the party whose counsel drafted that provision.

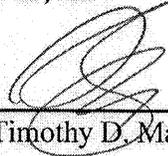
15.15. Confidentiality. Buyer and Seller shall keep confidential all information obtained by it with respect to the other in connection with this Agreement and the negotiations preceding this Agreement, and will use such information solely in connection with the transactions contemplated by this Agreement. If the transactions contemplated hereby are not consummated for any reason, each party shall return to the other, without retaining a copy thereof, any schedules, documents or other written information obtained from the other in connection with this Agreement and the transactions contemplated hereby. Notwithstanding the foregoing, neither party shall be required to keep confidential or return any information which (a) is known or available through other lawful sources, not bound by a confidentiality agreement with the disclosing party, or (b) is or becomes publicly available or known through no fault of the receiving party or its agents, (c) is required to be disclosed pursuant to an order or request of a judicial or governmental authority or under applicable law, or (d) is developed by the receiving party independently of the disclosure by the disclosing party.

15.16. News Releases. In the event either party wishes to issue a news release or other announcement regarding this Agreement (other than public notices required by Section 73.3580 of the FCC's rules), such party shall coordinate with the other party in advance with respect to the information to be disclosed and the timing of such disclosure.

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed as of the date first written above.

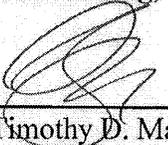
**Radio Power, Inc.**

By: \_\_\_\_\_

  
Timothy D. Martz, President

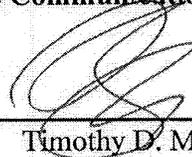
**Seaway Broadcasting, Inc.**

By: \_\_\_\_\_

  
Timothy D. Martz, President

**Waters Communications, Inc.**

By:



\_\_\_\_\_  
Timothy D. Martz, President

**KXOJ, Inc.**

By:

\_\_\_\_\_  
Michael P. Stephens, President

**Waters Communications, Inc.**

By: \_\_\_\_\_  
Timothy D. Martz, President

**KXOJ, Inc.**

By: Michael P. Stephens  
Michael P. Stephens, President

## SCHEDULES AND EXHIBITS

Schedule 2.1.3	Station Agreements
Schedule 2.1.5	Intellectual Property
Schedule 2.1.7	Real Property
Schedule 3.3	FCC Authorizations
Schedule 3.4	Tangible Personal Property
Schedule 3.5	Litigation
Schedule 3.15	Environmental Matters
Schedule 3.19	Personnel
Exhibit 1	Escrow Agreement