

GEORGIA, DECATUR COUNTY

This Asset Purchase Agreement ("APA") made and entered into this 27th day of January, 2005, by and between ROY SIMPSON, as RECEIVER, of Decatur County, Georgia, ("Seller"), FLINT MEDIA, INC., ("Buyer"), and CHARLES F. GALBREATH and JOYCE GALBREATH, ("Galbreath");

WITNESSETH:

WHEREAS, Seller holds a License (the "License") from the Federal Communications Commission ("FCC") to operate radio station WBGE-FM (the "Station") and owns personal property, equipment, transmitters, receivers, office furniture, transmitting towers, books, records, accounts receivable, lease rights, real property, and bank accounts used in the operation thereof, and described on Exhibit "A" hereto (the "Assets") ; and

WHEREAS, the Assets and, to the extent permitted by law, the License, are subject to a security interest in Charles Galbreath and Joyce Galbreath (hereinafter "Galbreath"); and

WHEREAS, by order of the United States District Court for the Middle District of Georgia, Thomasville Division (the "Court"), in the case of Charles Galbreath and Joyce Galbreath v. John M. Wiggins and Emily Wiggins, Civil Action No: 6:02-CV-86, filed November 25, 2003, the Court granted default judgment (the "Judgment") to plaintiffs and against defendants for principal, interest, attorneys fees and costs as therein provided; and

WHEREAS, the Judgment appointed Seller as Receiver to take possession of and charge over the Station and the Assets, and to manage and operate it as fiduciary, to collect the rents and profits derived therefrom, and to maintain and preserve the same until Seller could sell the Station and Assets, and effect the proper transfer of the License, to a qualified buyer; and

WHEREAS, Seller wishes to sell, and Buyer to purchase, the Station and Assets, and

take transfer of the License; and

WHEREAS, the parties have agreed to the provisions hereof.

NOW, THEREFORE, in consideration of the premises and the reciprocal covenants and agreements hereinafter set forth, the receipt and sufficiency of which to all parties is hereby acknowledged, the parties hereby covenant, contract and agree as follows:

1.

Seller shall sell and convey the Station and Assets to Buyer, and execute all documents prepared by Buyer for submission to the FCC reasonably necessary to effect the proper transfer or assignment of the License to Buyer, all subject to the terms and conditions hereof.

2.

The purchase price for the Station and Assets and transfer of the License is Four Hundred Eighty-five Thousand and No/100 Dollars (\$485,000.00) which said amount shall be allocated among the assets.

3.

The closing of the sale and transfer of the License contemplated hereunder ("the Closing") shall be held on a mutually agreed day within fifteen days after receipt of approval from the Federal Communications Commission (hereinafter "FCC") for the transfer of the License to Buyer and approval of this APA by the Court, whichever is later, unless otherwise agreed to in writing by the parties or otherwise required by FCC rules or regulations. The Closing shall take place at the office of James W. Conger, Jr., attorney for Seller, or such other place as the parties agree.

The purchase price shall be paid as follows:

A. Contemporaneously with the execution of this APA, Buyer shall deliver to James W. Conger, Jr., as Escrow Agent, the sum of \$50,000.00 (the "Earnest Money"), to be held and distributed according to the terms of that certain Escrow Agreement, a copy of which is hereto attached as Exhibit "B";

B. At closing, the Buyer shall execute and deliver to Galbreath a promissory note (the "Note"), payment of which is personally and unconditionally guaranteed by Kevin Dowdy, secured by the Assets and, to the extent permitted by law, the License, in the amount of \$435,000.00, with interest at Six percent (6.0%) per annum, said note to be payable over 120 months at the rate of \$3,500.00 per month for the 1st through the 12th month, \$5,000.00 per month for the 13th through the 119th month, with a balloon payment of the entire remaining principal balance and accrued interest due the 120th month. Monthly payments on said note will begin thirty days after the date of Closing.

C. At Closing, the Escrow Agent shall deliver the \$50,000.00 Earnest Money and accrued interest to the Receiver, who shall pay and apply the Earnest Money and all cash held by Seller as Receiver of the Station as follows:

(1) to pay the expenses and costs of the Receiver, including court costs and fees of attorneys of the Receiver;

(2) to pay the fees of attorneys filing the petition and representing the moving creditors;

(3) to pay the compensation of the Receiver

all as provided by law and approved by the court; and

(4) the balance, if any, to Galbreath.

D. Simultaneously with Closing, Galbreath shall credit against the amount of the Judgment the \$435,000.00 amount of the Note, and so much of the earnest money and cash held by the Seller as Receiver as shall be paid to Galbreath,.

E. Upon payment in full of the Note, Galbreath shall execute all such documents as are necessary to cancel and terminate all Galbreath's security interests in the Station and the Assets.

5.

At the closing, Seller will sell and assign to Buyer the Radio Station and the Assets, and execute all documents prepared by Buyer reasonably necessary to transfer the License to Buyer.

6.

Unless expressly provided herein, Buyer shall not assume any of Seller's liabilities, except for liabilities which accrue after the date of closing under contracts, leases and agreements assumed by Buyer at closing or under the terms hereof.

7.

Until the Closing of the sale contemplated herein or termination of this APA, the Station shall be operated under the terms and provisions of that certain time brokerage agreement (the "TBA") executed by Seller and Buyer contemporaneously herewith.

8.

Contemporaneously with the execution of this contract, Buyer has delivered to Escrow Agent \$50,000.00 Earnest Money, to be held and dealt with according to the terms of the Escrow Agreement. In the event of default by Buyer in the performance of its obligations or duties

under the terms of this APA or the TBA, said earnest money shall be delivered to Seller by Escrow Agent (as provided in the Escrow Agreement) as liquidated damages, and shall be Seller's exclusive remedy. Said Earnest Money shall be credited against the purchase price to be paid at Closing, upon delivery to Seller.

9.

Seller represents, agrees, and warrants as follows:

(A) Seller shall convey to Buyer all Assets to be sold hereunder, and further identified in Exhibit "A", free and clear of all liens, charges, pledges, mortgages and other encumbrances of anyone claiming by, through or under Seller, but not otherwise.

(B) The Station is operating in accordance with its FCC licenses, all underlying construction permits, and the rules and regulations of the FCC. All tangible personal property of WBGE-FM used or useful for station operation is in good operating condition and none of such property is in eminent need of repair or replacement.

(C) All statements made or information provided to Buyer by or on behalf of Seller in connection with negotiations concerning this transaction are complete and accurate in all material respects to the best knowledge and belief of Seller, and Seller is not aware of any fact which Seller has not disclosed to Buyer which may have a material adverse effect upon the Station or its business, operations, prospects, or conditions, financial or otherwise.

10.

It is additionally agreed, understood and warranted by the parties, that:

(A) This APA is subject to approval by the Court, and upon execution hereof, Seller shall immediately commence and diligently pursue to completion, at Seller's sole expense, all

actions necessary to secure Court approval of this APA.

(B) All debts incurred by Station WBGE-FM, or in the name of the Station after the date of the closing, shall be the sole and exclusive obligation of the Buyer and the Buyer agrees to indemnify and hold harmless Seller from any liability therefor.

(C) No party has utilized or been represented by a broker and no brokerage fee or commission of any type or nature is due by any party to any third party.

(D) The parties will cooperate in order to facilitate the provisions hereof and to close the sale and transfer of the License herein contemplated, to use their best efforts toward such ends, and to execute such documents and instruments as shall be necessary or appropriate in order to accomplish the provisions of this contract.

(E) The parties acknowledge and agree that the transfer of the License from Seller to Buyer is contingent upon the prior consent of the FCC, and that closing may not occur until the FCC has granted a final order of consent. Buyer shall immediately commence and diligently pursue to completion, at Buyer's sole expense, all actions necessary to secure FCC approval of the transfer to Buyer of the License.

(F) Buyer's obligation to purchase the Station is subject to final approval by the FCC of the application for authority to assign the station's license from Seller to Buyer.

11.

Seller makes no warranties, express or implied, as to condition or fitness for purpose of the Assets, this sale being "as is - where is". Buyer has been afforded the opportunity to make

such examinations and inspections of the Assets as he deemed advisable, and accepts the Assets in their condition at the time of execution hereof.

12.

It is additionally agreed, understood and warranted by the parties that:

(A) This agreement is executed in the state of Georgia and shall be construed and enforced in accordance with the laws of said state. The covenants, warranties, representations, and agreements contained herein shall survive closing and thereafter shall be enforceable according to their tenure.

(B) This agreement, including exhibits hereto, contains the entire agreement between the parties and may not be amended or modified except in writing signed by all parties hereto.

(C) This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives and assigns of the parties.

13.

Neither this contract, nor any duty, obligation, interest, or right hereunder may be assigned, pledged, encumbered, transferred or otherwise conveyed by Buyer without the prior written consent of Seller.

14.

If the Closing has not been consummated on or before April 1, 2005, then Seller or Buyer may terminate this agreement upon written notice to the other; Provided, however, that Buyer may, at its option, extend the time for closing an additional forty-five day or such lesser period as may be necessary for satisfaction of any or all of the conditions to Buyer's obligation set forth above; and Further Provided, that if Closing has not been consummated by such date due to

Seller's not having obtained approval of this APA by the Court, then the time for closing shall be extended by the number of days equal to the number of days after Seller applies to the Court for approval and until approval is received; but Further Provided, that such time for closing shall not be extended past September 1, 2005, without written agreement of the Seller and Buyer. In the event the agreement is terminated pursuant to this paragraph, and if Buyer has timely applied for and diligently pursued FCC approval of the transfer of the License, the deposit together with all accrued interest shall be returned to Buyer and the parties shall have no further obligations hereunder.

15.

The parties acknowledge that the Assets to be conveyed pursuant to this agreement are unique, are not readily available in the market, and that Buyer would be irreparably injured by Seller's failure to perform its obligations hereunder. Therefore, in lieu of any other remedies, Buyer shall have the right to seek specific performance of the agreement in the event of Seller's breach or default.

16.

Any notice, demand or request required or permitted hereunder shall be in writing, addressed to the following addresses, or to such other address as any party may request.

If to Seller: Roy Simpson, Receiver
4143 East River Road,
Camilla, GA 31730-0735
229 243-2888 (facsimile)

With a copy to:
Mark N. Lipp, Esq.
Vinson & Elkins L.L.P.
1455 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
202-879-8971 (facsimile)

If to Buyer: FLINT MEDIA, INC
P.O. Box 7425
Bainbridge, GA 39818
229 248-5355 (facsimile)

Any such notice, demand or request shall be deemed to have been duly delivered and received (a) on the date of personal delivery, or (b) on the date of transmission, if sent by facsimile (but only if a hard copy is also sent by overnight courier), or (c) on the date of receipt, if mailed by certified mail, postage prepaid and return receipt requested, or (d) on the date of a signed receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy.

16.

Time is of the essence of this contract and each of the provisions hereof.

17.

This APA may be executed in multiple originals, all of which together shall constitute one APA.

IN WITNESS WHEREOF, the parties have hereunder signed their names and affixed their seals on the date first above stated, which shall be the date the last of the undersigned executes this APA.

SIGNATURES ON FOLLOWING TWO PAGES

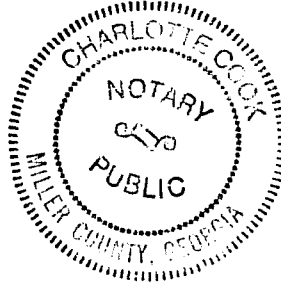
Roy Simpson AS Receiver (SEAL)
Roy Simpson, as Receiver

Signed, sealed and delivered this 27 day
of January, 2005 in the presence of:

James W. Conger
Non-notary witness

Charlotte Cook
Notary Public, State of _____
My Commission Expires: _____
(SEAL MUST BE AFFIXED)

Notary Public, Miller County, Georgia
My Commission Expires Nov. 7, 2006



FLINT MEDIA, INC, Buyer

By: [Signature] (SEAL)
Its

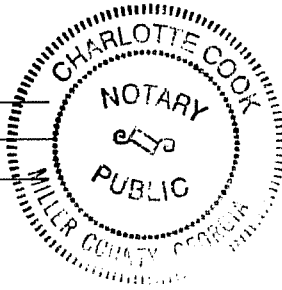
Attest: [Signature] (SEAL)
Its
(CORPORATE SEAL)

Signed, sealed and delivered this 27 day
of January, 2005 in the presence of:

James W. Conger
Non-notary witness

Charlotte Cook
Notary Public, State of _____
My Commission Expires: _____
(SEAL MUST BE AFFIXED)

Notary Public, Miller County, Georgia
My Commission Expires Nov. 7, 2006



(SIGNATURES CONTINUE ON NEXT PAGE)

- 1 O.M.B. ST.L. TRANSMITTER
- 1 D.B.X. 286A MIC PREAMP/PROCESSOR
- 1 COMPACT DISC RACK
- 1 CHAIR

PRODUCTION ROOM

- 1 AUTOGRAM MINIMIX 8 CONSOLE 2516
- 2 BOSE SPEAKERS
- 1 REALISTIC REEL TO REEL 22125
- 1 PIONEER CASSETTE DECK NF 3616 768-SI
- 1 SENNHEISER MD 421 MICROPHONE
- 1 SONY MINI DISC RECORDER 8803729
- 1 SONY MINI / COMPACT DISC 814772
- 1 PHILIPS C.D. RECORDER
- 1 COMPUTER DESK
- 1 K.L.H. AM/FM STEREO RECEIVER 047100921
- 1 G.E. SPEAKERPHONE
- 1 DESK
- 1 CHAIR
- 50 FEET RG-8 COAX
- 6 CHAIRS AND TABLE
- ~~1 SAGE EAS (EMERGENCY ALERT SYSTEM) Model# 1822, Ser.# D12604~~

1 SAGE EAS (EMERGENCY ALERT SYSTEM) Model# 1822, Ser.# D12604

TRANSMITTER/TOWER SITE

- 1 O.M.B. 20/30 EXCITER 12637
- 1 O.M.B. STL RECEIVER 12248
- 1 15 KW. K.E. A.E.L. TRANSMITTER
- 100 FEET 1/8 INCH COAX
- 350 FEET 1/8 INCH COAX
- 6 DAY O.M.B. F.M. ANTENNA

LOBBY

1 OFFICE DESK

2 OFFICE CHAIRS

1 SOFA

1 CLOCK

1 COMPUTER DESK

1 CHAIR

1 GENERAL ELECTRIC TELEVISION 543353376

1 E MACHINES COMPUTER QFT01P0100122

1 PROVIEW COMPUTER MONITOR PU-1455

1 CASIO CALCULATOR Q2071467

1 AT AND T TELEPHONE E298TE

2 FILING CABINETS

1 SHARP UX 1300 FAX MACHINE 77118191

1 BULLETIN BOARD

CONTROL ROOM

J 1 AUTOGRAM MINI MIX 12 CHANNEL CONSOLE 12229

1 HEWLETT PACKARD PAVILION COMPUTER 15-2982-4000-0470

1 HEWLETT PACKARD MONITOR

1 REALISTIC WEATHER RADIO

1 SENNHEISER MD 421 MICROPHONE

1 AT AND T TELEPHONE E028TE

1 SONY DUAL CASSETTE RECORDER IC 816616

1 SONY MINI COMPACT DISC DECK 835414

1 K.L.H. AM/FM STEREO RECEIVER 051500271

1 PHILIPS CLOCK RADIO

1 COMPUTER DESK

2 BOSE MONITOR SPEAKERS

1 ORBAN OPTIMOD 272170

2 TEXAR AUDIO PRISMS (265 AND 266)

1 ROLLERS 79 TUNER 9931481

1 ROLLS STEREO LINE MIXER 9630333