

**THIRD AMENDMENT OF ASSET PURCHASE  
AGREEMENT AND ASSIGNMENT AGREEMENT**

**THIS AGREEMENT** (this "Agreement") is entered into as of the 21<sup>st</sup> day of July, 2004, by and between **BIG ISLAND RADIO**, a Hawaii limited partnership ("Big Island"); **PACIFIC RADIO GROUP, INC.**, a Hawaii corporation ("PRG"); and **ALOHA RADIO GROUP, LLC**, a Hawaii limited liability company ("Aloha").

**W I T N E S S E T H:**

**WHEREAS**, PRG has entered into an Asset Purchase Agreement dated August 7, 2003 (the "Big Island APA") with Big Island for the assignment of the licenses and certain other assets used in conjunction with Stations KIPA(AM), FCC Facility No. 5253, Hilo, Hawaii; KKON(AM), Facility No. 70382, Kealahou, Hawaii; KHWI(FM), Facility No. 70379, Hilo, Hawaii; KLUA(FM), Facility No. 60504, Kailua-Kona, Hawaii; KPVS(FM), Facility No. 51240, Hilo, Hawaii; KAGB(FM), Facility No. 35507, Hilo, Hawaii; KAPA(FM), Facility No. 5254, Hilo, Hawaii; KAPA-FMI, Facility No. 5256, Puueo, Hawaii; and KAOY(FM), Facility No. 70377, Kealahou, Hawaii, all located on the Island of Hawaii in the State of Hawaii (the "Stations"), pursuant to authorizations issued by the Federal Communications Commission (the "FCC"); and

**WHEREAS**, the Big Island APA has been amended by "First Amendment of Asset Purchase Agreement and Assignment Agreement" dated April 27, 2004, and "Second Amendment of Asset Purchase Agreement and Assignment Application" dated April 30, 2004; and

**WHEREAS**, PRG has entered into an Assignment Agreement dated September 15, 2003 (the "KHWI Agreement") with Aloha Radio Group Partnership for the purchase of Station KHWI(FM) and related assets (collectively, the "KHWI Assets") upon the closing of the Big Island APA; and

**WHEREAS**, Aloha has succeeded to the rights of Aloha Radio Group Partnership under the KHWI Agreement; and

**WHEREAS**, the FCC has approved the assignment of the KHWI Assets to Aloha; and

**WHEREAS**, the parties hereto have agreed that the KHWI Assets should be sold to Aloha prior to the closing of the Big Island APA.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. **Amendment of KHWI Agreement.** The KHWI Agreement is hereby amended to provide that Big Island will assign the KHWI Assets described in Section 1 of the KHWI Agreement to Aloha, subject to the fulfillment of all terms and conditions of the KHWI Agreement, on June \_\_, 2004 prior to the closing of the Big Island APA in consideration for the

payment of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) to Big Island payable upon the execution and delivery of the Bill of Sale, the Assignment of Authorizations and the Assignment of Intellectual Property attached hereto.

2. **Amendment of Big Island APA.** The Big Island APA is hereby amended to (a) delete references to Station KHWI(FM) and the KHWI Assets in the Big Island APA and all exhibits and schedules thereto, and (b) reduce the Purchase Price in Section 3.1 of the Big Island APA from TWO MILLION ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$2,125,000) to ONE MILLION SEVEN HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$1,775,000).

3. **Counterparts and Acceptance of Signatures by Electronic Means.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall taken together be deemed one document. Seller and Buyer agree that the delivery of an executed copy of this Agreement by facsimile shall be legal and binding and shall have the same full force and effect as if an original executed copy of this Agreement had been delivered.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date and year first above written.

**BIG ISLAND RADIO,**  
a Hawaii limited partnership

By: ASA Corporation  
Its: General Partner

By:   
Glenn Yee  
Its: CEO

**PACIFIC RADIO GROUP, INC.,**  
a Hawaii corporation

By: \_\_\_\_\_  
Richard Charles Bergson  
President

**ALOHA RADIO GROUP, LLC,**  
a Hawaii limited liability company

By: \_\_\_\_\_  
Frank Hooton  
Its: Member

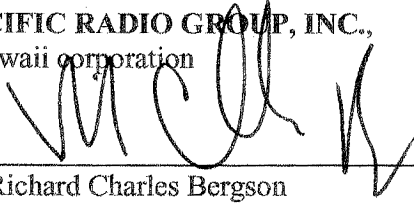
**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date and year first above written.

**BIG ISLAND RADIO,**  
a Hawaii limited partnership

By: ASA Corporation  
Its: General Partner

By: \_\_\_\_\_  
Glenn Yee  
Its: CEO

**PACIFIC RADIO GROUP, INC.,**  
a Hawaii corporation

By:  \_\_\_\_\_  
Richard Charles Bergson  
President

**ALOHA RADIO GROUP, LLC,**  
a Hawaii limited liability company

By: \_\_\_\_\_  
Frank Hooton  
Its: Member

**Attached Documents**

BILL OF SALE

ASSIGNMENT OF AUTHORIZATIONS

ASSIGNMENT OF INTELLECTUAL PROPERTY

## **BILL OF SALE**

**THIS BILL OF SALE** (this "Bill of Sale") is made as of this \_\_\_ day of July, 2004, by Big Island Radio, a Hawaii limited partnership ("Seller").

**WHEREAS**, Seller and Aloha Radio Group, LLC, a Hawaii limited liability company ("Buyer"), are parties to that certain Third Amendment of Asset Purchase Agreement and Assignment Agreement dated as of July \_\_, 2004 (the "Amendment"), pursuant to which Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, certain assets in accordance with and subject to the terms and conditions set forth in the Amendment.;

**NOW, THEREFORE**, for good and valid consideration, the receipt and adequacy of which is hereby acknowledged and intending to be legally bound, Seller does hereby irrevocably and unconditionally sell, transfer, convey, assign and deliver to Buyer, free and clear of all debts, liens, security interests, mortgages, trusts, claims, or other liabilities or encumbrances whatsoever, all of Seller's right, title and interest in and to the personal property described in Exhibit A attached hereto. Buyer acknowledges that Buyer has examined the said described property and is accepting such property "as is" and "with all faults".

**TO HAVE AND TO HOLD** the said described property to Buyer, its successors and assigns, for their exclusive use and benefit forever.

Seller, for itself and its respective successors and assigns, hereby agrees, from and after the date hereof, without further consideration, upon the request of Buyer or its successors and assigns, to execute such further instruments of sale, conveyance, assignment and transfer and other documents and to take or cause to be taken such other actions as such requesting party or its successors or assigns may reasonably require in order to (i) more effectively convey, assign, transfer and deliver all or any of the said described property to Buyer and its successors and assigns and to otherwise obtain the full benefit of this Bill of Sale and the obligations hereunder, (ii) assure and confirm to any other person the ownership of the said described property by Buyer or its successors and assigns, and (iii) permit Buyer and its successors and assigns to exercise any of the franchises, rights, licenses or privileges intended to be sold, conveyed, assigned, transferred and delivered by Seller to Buyer pursuant to this Bill of Sale.

This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, and all of which shall taken together be deemed one document. Seller and Buyer agree that the delivery of an executed copy of this Bill of Sale by facsimile shall be legal and binding and shall have the same full force and effect as if an original executed copy of this Bill of Sale had been delivered.

This Bill of Sale shall be construed in accordance with and be governed by the laws of the State of Hawaii.

**IN WITNESS WHEREOF**, the undersigned have caused this Bill of Sale to be duly executed as of the date first above written.

SELLER:

**BIG ISLAND RADIO,**  
a Hawaii limited partnership

By: ASA Corporation  
Its: General Partner

By: \_\_\_\_\_  
Glenn Yee  
Its: CEO

BUYER:

**ALOHA RADIO GROUP, LLC,**  
a Hawaii limited liability company

By: \_\_\_\_\_  
Frank Hooton  
Its: Member

## **EXHIBIT A**

### **Tangible Personal Property**

92.7	KHWI	3 MOSELEY PCL 6010 STL TRANS.	Hilo Studio	Studio Equipment
92.7	KHWI	INTRAPLEX AUDIO CARD DISTRIB.	Hilo Studio	Studio Equipment
92.7	KHWI	SCOTT STUDIOS DOS PB	Hilo Studio	Studio Equipment
92.7	KHWI	SCOTT STUDIOS DOS SS	Hilo Studio	Studio Equipment
92.7	KHWI	BEHRINGER 1604A MIXER	Hilo Studio	Studio Equipment
92.7	KHWI	EXCALIBUR VOICE INTERFACE	Hilo Studio	Studio Equipment
92.7	KHWI	HARRIS FM5K1 TRANSMITTER	Hilo (Peepeekeo) -- Puu Alala Site	Transmitter Site
92.7	KHWI	ENERGY ONIX FM EXCITER	Hilo (Peepeekeo) -- Puu Alala Site	Transmitter Site
92.7	KHWI	9 ERI TRIPLEXERS -- 3 EACH FM	Hilo (Peepeekeo) -- Puu Alala Site	Transmitter Site
92.7	KHWI	2 JVC CD PLAYERS	Hilo Studio	Studio Equipment
92.7	KHWI	1 DELL PC	Hilo Studio	Studio Equipment
92.7	KHWI	2 AUDIO-TECHNICA MICS/STANDS	Hilo Studio	Studio Equipment
92.7	KHWI	1 SCOTT STUDIO V/T MACHINE	Hilo Studio	Studio Equipment
92.7	KHWI	1 SCOTT STUDIO TLC RIPPER	Hilo Studio	Studio Equipment
92.7	KHWI	1 HOTLINE COMREX RECEIVER	Hilo Studio	Studio Equipment



## ASSIGNMENT OF AUTHORIZATIONS

**THIS ASSIGNMENT OF AUTHORIZATION** (this "Assignment"), dated as of July \_\_, 2004, is made and entered into by and between **BIG ISLAND RADIO**, a Hawaii limited partnership ("Assignor"), and **ALOHA RADIO GROUP, LLC**, a Hawaii limited liability company ("Assignee"), and is made contemporaneously with the acquisition by Assignee of certain assets of Assignor.

### RECITALS

**WHEREAS**, Assignor and Assignee have entered into the Third Amendment of Asset Purchase Agreement and Assignment Agreement, dated as of July \_\_, 2004 (the "Amendment"), which provides, among other things, for the acquisition by Assignee of certain assets of Assignor;

**WHEREAS**, Assignor is the owner of all right, title to, and interest in the Federal Communications Commission ("FCC") authorization for Station KHWI(FM), FCC Facility No. 70379, Hilo, Hawaii; and

**WHEREAS**, Assignor desires to transfer and assign all of its right, title to, and interest in the Authorization to Assignee and Assignee wishes to acquire the Authorization.

### AGREEMENT

**NOW, THEREFORE**, for the consideration specified in the Asset Purchase Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Assignment**. Assignor does hereby grant, bargain, transfer, sell, assign, convey and deliver to Assignee all of Assignor's right, title to, and interest in the licenses, permits and authorizations (including renewals or modifications of such licenses, permits and authorizations and applications therefor) issued or granted by the FCC, or any administrative body or licensing authority or governmental or regulatory agency, with respect to Station KHWI(FM), Hilo, Hawaii, FCC Facility No. 70379.

2. **Further Assurances**. Assignor for itself, its successors and assigns hereby covenants and agrees that, at any time and from time to time forthwith upon the request of Assignee, Assignor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, without additional consideration, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required in order to assign, transfer, set over, convey, assure and confirm unto and vest in Assignee, its successors and assigns, title to the Authorization.

**IN WITNESS WHEREOF**, this Assignment has been duly executed on behalf of Assignor by its duly authorized officer as of the date first above written.

**BIG ISLAND RADIO,**  
a Hawaii limited partnership

By: ASA Corporation  
Its: General Partner

By: \_\_\_\_\_  
Glenn Yee  
Its: CEO