

CONTRACT FOR SALE

This Contract for Sale ("Contract") is entered in this _____ day of December, 2001, by ZEPHYR BROADCASTING, INC. ("Zephyr") and COLLINS COMMUNICATIONS GROUP, INC. ("Collins") (Zephyr and Collins hereinafter being collectively referred to as "Seller") and WAGENVOORD ADVERTISING GROUP, INC. ("Buyer"). Seller and Buyer hereby agree to the sale and purchase of the assets and the assignment of the FCC's Authorizations ("FCC Authorizations") for operation of Broadcast Stations WDCF(AM), Dade City, Florida and WZHR(AM), Zephyrhills, Florida, (the "Stations") from Seller to Buyer upon the following terms and conditions.

1. FCC Approval. The consummation of this Contract shall take place on the Closing Date established pursuant to **PARAGRAPH 15** hereof, which Closing Date shall be after the Federal Communications Commission ("Commission" or "FCC") has granted consent to the assignment of the Stations from Seller to Buyer.

2. Assets Included in the Sale. The assets being sold, transferred, and assigned ("Assets") shall include:

(a) All of the tangible personal property ("Tangible Property") used or usable in the operation of the Stations, as listed in the attached **EXHIBITS A-1 and A-2**, together with the replacements thereof or additions thereto made between the date of this Contract and the Closing Date, free and clear of

all liens, claims, security interests and encumbrances of any kind whatsoever. All Tangible Property is being sold AS IS, with all faults, and without any warranty as to fitness for intended use.

(b) All of the contracts ("Assigned Contracts") as described in **EXHIBIT B**, which shall include the leases for the Stations' studio building and transmitter sites. Buyer will assume all of the Assigned Contracts at the time of Closing. Seller prior to Closing, will obtain all permits, authorizations and consents of third parties necessary to effectuate the assignment of the Assigned Contracts.

(c) The FCC Authorizations, as identified in **EXHIBIT C** hereto.

(d) All records ("Records") required by the Commission to be maintained by Seller that relate to the operation of the Stations and records which will be necessary for Buyer's operation of the Stations, excluding, however, financial data, journals and tax returns of Seller. Buyer shall make Records available to Seller for review and copying if so requested by Seller.

3. Assets Excluded from Sale. Notwithstanding any provisions of this Agreement to the contrary, there shall be excluded from this sale:

(a) All tangible personal property disposed of or consumed in the ordinary course of business between the date hereof and the Closing Date.

(b) All leases, contracts and other agreements that are terminated or have expired prior to the Closing Date in the ordinary course of business.

(c) Cash on hand or in banks, prepaid deposits, and that portion of the accounts receivable for advertising and programming contracted and aired prior to the Closing Date.

(d) All leases, contracts and policies, unless included in **EXHIBIT B**.

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(e) All claims of Seller with respect to transactions prior to the Closing Date, including without limitation, tax refunds.

4. Purchase Price and Allocation. The purchase price for the Assets ("Purchase Price") is Four Hundred Twenty-Five Thousand Dollars (\$425,000.00), to be paid as follows:

(a) Escrow Payment. With the execution of this Contract, Buyer has made an escrow deposit of Fifty Thousand Dollars (\$50,000.00) ("Escrow Deposit") with Reddy, Begley & McCormick, LLP as Escrow Agent ("Escrow Agent"), which sum will be held by Escrow Agent pursuant to the **ESCROW AGREEMENT** included as **EXHIBIT D** hereto. At Closing, the Escrow Deposit will be paid to Seller and interest thereon will be paid to Buyer.

(b) Closing Payment. Buyer will pay to Seller at Closing the balance of the Purchase Price as follows:

(i) Buyer shall pay, by wire transfer, cashier's check or other form of immediately available funds, the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00).

(ii) Buyer shall execute and deliver a promissory note substantially in form attached hereto as **EXHIBIT E** (the "Note"), in the amount of Two Hundred Thousand Dollars (\$200,000.00) which shall bear interest at the rate of six percent (6%) per annum and shall be payable in thirty-five (35) monthly installments of Six Thousand Dollars (\$6,000.00) with a final balloon payment of all remaining principal and interest due on the third anniversary of the Closing. The Note shall be secured by a first-position security interest in the Assets (as evidenced by one or more UCC-1 Financing Statements and a Security Agreement substantially

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in the form attached hereto **EXHIBIT F**) and the written personal guarantee of David Wagenvoord and his spouse substantially in the form attached hereto as **EXHIBIT G**.

5. Allocation of Purchase Price. The purchase price will be allocated in the manner set forth in **EXHIBIT H** hereto.

6. Buyer's Due Diligence. Prior to the execution of this Contract, Buyer has been afforded the opportunity to inspect and examine the Stations' Assets and records of Seller relating to the operation of Stations. Buyer hereby acknowledges that it is satisfied with the current operating condition of the Stations and the condition of the Stations' Assets.

7. Non-Assumption of Certain Liabilities. Except those liabilities being prorated or expressly assumed by Buyer as provided herein, Buyer shall not assume or be obligated to pay any liability incurred by Seller.

8. Representations and Warranties of Seller. Seller hereby covenants, represents, warrants and agrees that:

(a) Standing to Contract. Zephyr and Collins each is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. Zephyr and Collins each has full power to own its assets and carry on its business as now being conducted.

(b) Corporate Action. Zephyr and Collins each has taken all requisite corporate action authorizing Seller, by and through its duly elected officers, to enter into this Contract and to execute and deliver all documents contemplated hereby, together with such other documents as may reasonably be requested by the Buyer or the Commission.

(c) FCC Authorizations. Seller is the valid holder of the FCC Authorizations issued by the Commission for the operation of Stations. The status of the FCC Authorizations and any pending applications of Seller are set forth in **EXHIBIT C** hereto. As of the Closing Date, the Stations will be operating, to the best of Seller's knowledge, in accordance with the terms and conditions of the FCC Authorizations and the rules and regulations of the Commission. There are not now, and will not be on the Closing Date, any unsatisfied fines or forfeitures imposed by the Commission with respect to the Stations or their operations

(d) Good and Marketable Titles to the Assets. At the time of Closing, Seller will have good and marketable title to the Tangible Property being conveyed and sold under this Contract, free and clear of all liens, mortgages, pledges and encumbrances of any kind whatsoever.

(e) No Pending Litigation or Proceeding. There is no judgment, litigation, proceeding or investigation by or before the Commission or any other person, firm or governmental agency pending, or to the knowledge of the Seller, threatened that affects or would affect the right, title or interest of Seller in the property and assets to be transferred hereunder or which would affect the ownership, use or possession of the Stations or said property and assets by Buyer.

(f) Tax Returns. As of the Closing Date, Seller shall have filed all necessary federal, state and local tax returns relating to the Assets or operations of the Stations and shall have paid all taxes owed by Seller.

(g) Insurance Policies. The policies of insurance presently in force on the Assets subject to this Contract, a list of which has been furnished to Buyer, will remain in full force and effect to the Closing Date and the passage of title to the Assets to Buyer.

(h) Hazardous Substances. To the best of Seller's knowledge: (i) no hazardous substance is present on or below the surface of the property used as the transmitter and/or studio sites of the Stations; (ii) such property has not previously been used for the manufacturer, refining, treatment, storage or disposal of any hazardous substance (excluding small amounts ordinary cleaning solutions, lubricants, solvents and other chemicals commonly found in offices and broadcast facilities); (iii) none of the soil, ground water, or surface water on such property is contaminated by any hazardous substance and there is no reasonable potential for such contamination from neighboring real estate; (iv) no hazardous substance is emitted, discharged or released in the course or as a result of the Stations' operations, directly or indirectly, into the atmosphere or any body of water; and (v) neither the Seller nor any present or former owner of such property is liable for cleanup or response costs with respect to the emission, discharge or release of any hazardous substance or any other matter arising under the environmental laws due to its ownership or use of such property.

(i) Operation of Stations. Between the date of this Contract and the date of Closing Seller shall (i) use its best efforts to keep the Stations on the air and to operate the Stations in the ordinary and normal course of business and (ii) cause the books and record of Seller to maintained in accordance with sound accounting principles applied consistently with previous periods in such a manner as to fairly present the history of the Stations' operations and financial condition.

9. Representations and Warranties of Buyer. The Buyer covenants, represents and warrants:

(a) Corporate Status. As of the Closing Date, Buyer will be duly organized, validly existing and in good standing under the laws of the State of Florida, will be qualified to business in the State of Florida and will have full corporate power to own its assets and carry on its business.

(b) Corporate Resolution. Buyer has taken all requisite corporate action authorizing Buyer, by and through its duly elected officers, to enter into this Contract and to execute and deliver all documents, leases and agreements contemplated hereby, together with such other documents, as may reasonably be requested by the Seller or the Commission.

(c) Legal Qualifications. Buyer knows of no reason why it should not be found duly qualified by the Commission to become the licensee of the Stations and prior to Closing hereunder will do no act which will disqualify it from becoming such licensee.

(d) Contracts Fulfillment. Buyer will fulfill after the Closing Date all of the Contracts and leases which are assigned to and assured by Buyer and will hold Seller harmless from any breach or alleged breach of the obligations thereof occurring after the Closing Date.

10. Access. Between the date hereof and the Closing, Seller agrees that it will give Buyer, during normal business hours, reasonable access to the Stations' properties, contracts, books and records. Seller will furnish Buyer all information concerning the affairs of the Stations' as Buyer may reasonably request. Buyer agrees that, in its exercise of its rights under this Paragraph, it shall not exercise any control whatsoever over the Stations, shall not interfere unreasonable with Seller's operation of the Stations and shall not require any material expenditure of funds by Seller. If the transaction contemplated in this Contract is not

consummated for any reason, Buyer shall not disclose to any third party the information it has obtained regarding the Seller or the Stations.

11. Rights of Indemnification.

(a) Seller to Buyer. Buyer does not assume, and shall not be obligated to pay, any liabilities of Seller under the terms of this Contract or otherwise and shall not be obligated to perform any obligations of Seller, of any kind of manner, except by reason of contracts expressly assumed by the Buyer hereunder and, with respect to such contracts only such obligations which arise subsequent to the Closing, or as herein provided. Seller hereby agrees to indemnify and hold Buyer, its successors and assigns, harmless from and against: (i) any and all claims, liabilities and obligations incurred by Seller, including but not limited to, any and all claims, liabilities and obligations arising or required to be performed prior to the Closing under any contract or instrument assumed by Buyer hereunder; (ii) any and all damages or deficiency resulting from any misrepresentations, breach of warranty, or nonfulfillment of any agreement on the part of Seller under this contract, or from any certificate or other instrument furnished to Buyer pursuant to this Contract, or from any certificate or other instruction furnished to Buyer pursuant to this Contract, or from any certificate or other instrument furnished to Buyer pursuant to this Contract, or in connection with any of the transactions contemplated hereby; and (iii) any and all actions, suits, proceedings, damages, assessments, judgments, costs and expenses, including reasonable attorneys' fees incident to the foregoing provisions. If any claim or liability shall be asserted against Buyer which would give rise to a claim by Buyer against Seller for indemnification under the provisions of this Paragraph, Buyer shall promptly notify Seller in writing of the same and Seller shall be entitled at his own expense to compromise or defend any such claim.

(b) Buyer to Seller. Buyer, in connection with any warranties made, herewith agrees to indemnify and to hold Seller, its successors and assigns, harmless from and against: (i) any and all claims, liabilities, and obligation incurred by Buyer, including but not limited to, any and all claims, liabilities and obligations arising or required to be performed subsequent to the Closing under any contract or instrument assumed by Buyer hereunder; (ii) any and all damage or deficiency resulting from any misrepresentations, breach of warranty or nonfulfillment of any agreement on the part of Buyer under this Contract, or from any misrepresentation of or omission from any certificate or other instrument furnished to Seller pursuant to this Contract, or in connection with any of the transactions contemplated hereby; and (iii) any and all actions, suits, proceedings, damages, assessments, judgments, costs and expenses including reasonable attorneys' fees, incident to any of the foregoing provisions. If any claim or liability shall be asserted against Seller which would give rise to a claim by Seller against Buyer for indemnification under the provisions of this Paragraph, Seller shall promptly notify Buyer of the same and Buyer shall be entitled at its own expense to compromise or defend any such claim.

12. Risk of Loss. In the event of the loss or destruction of items of Tangible Property prior to the time of Closing, Seller shall notify Buyer of same in writing specifying the loss or damage incurred, the cause thereof, if known, and the insurance coverage. Ordinary wear and tear upon an item of Tangible Property, even if such wear and tear results in retirement from service of such item, shall not be deemed "loss or destruction" for the purposes of this Contract; provided, however, that Seller shall be required to replace any item of Tangible Property which is identified in Exhibits A-1 or A-2 as being essential to the operation of the Station. In the event lost or destroyed items of Tangible Property are not completely repaired, replaced or

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restored on or before the Closing Date hereunder, Buyer may: (a) elect to postpone the Closing until such time as such property has been completely restored, repaired or replaced, or (b) elect to consummate the Closing and accept the property in its then condition in which event Seller shall assign to Buyer all rights under any insurance covering the same and pay over to Buyer all proceeds of insurance theretofore received covering the property involved and/or appropriate deductions from the purchase price shall be made therefrom.

13. Application to the Commission. The parties agree to file, or cause to be filed, all applications necessary to request the consent of the FCC to the assignment of the FCC Authorizations within ten (10) days after the date on which Buyer and Seller have executed this Contract, and to prosecute such applications in good faith and with due diligence. Each party shall be solely responsible for the expenses incurred in the preparation and prosecution of its portion of the FCC assignment applications. Buyer and Seller shall each pay one-half of the FCC filing fees for the assignment applications.

14. Consummation Deadline. In the event (i) FCC consent to the assignment of the FCC Authorizations has not been granted within nine months from the date on which the applications are filed, (ii) the Commission designates one or both of the assignment applications for hearing, or (iii) the sale of the Stations pursuant to this Contract is not consummated within one year hereof, either Buyer or Seller may terminate this Contract by giving written notice to the other party.

15. Time and Place of Closing. The Closing shall take place at the main studio of the Stations, or such other place as the parties shall mutually agree. The Closing Date shall be ten (10) business days after FCC grant of the assignment applications has become a "Final Order," provided, however, if no petition to deny or other objection is filed with respect to the assignment applications before those applications are granted, the Closing Date shall be fifteen (15) days after the FCC releases a Public Notice announcing the grant of the assignment applications. For the purposes of this Contract, a "Final Order" shall mean action by the FCC consenting to the assignment of the Stations to Buyer which is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for reconsideration, application for review or appeal is pending, and as to which the time for filing any such request, petition, application for review or appeal has expired.

16. Prorated Items. Property taxes and all other operating expenses are to be pro rated as of the Closing Date. To the extent possible, any net adjustment in favor of Seller shall be paid by Buyer in cash at Closing and any net adjustment in Buyer's favor shall be applied against the Note. Seller shall furnish to Buyer at least four (4) days prior to the Closing Date a list of all items to be pro rated. Any further prorations that have not been determined as of the Closing Date shall be calculated and paid or credited within 60 days after the Closing Date.

17. Control of Stations. Until the Closing hereunder, Seller shall have control of the Stations and their equipment and operation. Buyer shall be entitled, however, to notice of any unusual problems or

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developments so that an uninterrupted and efficient transfer to Buyer of the Stations and the Assets and properties to be transferred hereunder may be accomplished.

18. Liquidated Damages and Specific Performances. If Buyer shall be found to be in default under the terms and conditions of this Contract, Seller shall be entitled to payment of the Escrow Deposit as liquidated damages (and not as a penalty). If Seller shall be in default under the terms and conditions of this Contract, Buyer shall be entitled at Buyer's election to proceed with an action for specific performance.

19. Benefit and Construction. This Contract shall be binding upon the inure to the benefit of the parties hereto, their successors and assigns, provided, however, any assignment by Buyer of this Contract or any right therein under shall not in any way relieve the obligations of Wagenvoord Advertising Group, Inc. or, to the extent of their personal guarantees, David Wagenvoord and his spouse. This Contract shall be construed pursuant to the laws of the State of Florida.

20. Notices. All notices, requests, demands, and other communications required or permitted under this Contract shall be in writing and shall be deemed to have been duly given when delivered personally (which shall include delivery by Federal Express or other recognized overnight courier service that issues a receipt or other confirmation of delivery) to the party for whom such communication is intended, prepaid, addressed as follows (or such other address as may hereafter be provided):

To Seller: Jeff Maggio
Zephyr Broadcasting, Inc./Collins Communications Group, Inc.
37905 WDCF Drive
Dade City, Florida 33525

Copy to: Matthew H. McCormick, Esquire
Reddy, Begley & McCormick, LLP
2175 K Street, N.W., Suite 350
Washington, D.C. 20037

To Buyer: David Wagenvoord, , President
Wagenvoord Advertising Group, Inc.
2360 NE Coachman,
Clearwater, Florida 33765

21. Conditions Precedent to Buyer's Obligations. The obligation of Buyer to consummate the transactions contemplated hereby is subject to the fulfillment, prior to and at the Closing Date, of each of the following conditions, each of which may be waived, but only by an express written waiver, at the sole discretion of Buyer.

(a) FCC Approval. The FCC shall have given its written consent to the assignment applications, without attaching any conditions thereto that are materially adverse to Buyer, and such consent shall have become a Final Order.

(b) Representations and Warranties. The representations and warranties of Seller contained in this Contract shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made at and as of such time, except for any changes permitted by the

terms hereof or consented to in writing by Buyer and except for any such representations and warranties that specifically relate to an earlier date.

(c) Performance. Seller shall have, in all material respects, performed and complied with all covenants, agreements and conditions required by this Contract to be performed or complied with by it prior to and at the Closing Date.

(d) FCC License. On the Closing Date, Seller shall be the holder of the FCC Authorizations. No proceedings shall be pending or threatened which may result in the revocation, cancellation, suspension or modification of any of the FCC Authorizations.

(e) Consents. All necessary consents to the assignment to Buyer of those Assigned Contracts designated on **EXHIBIT B** as "Material Contracts" shall have been obtained and delivered to Buyer.

22. Conditions Precedent to Seller's Obligations. The obligation of Seller to consummate the transactions contemplated hereby is subject to the fulfillment, prior to and at the Closing Date, of each of the following conditions, each of which may be waived, but only by an express written waiver, at the sole discretion of Seller.

(a) FCC Approval. The FCC shall have given its written consent to the assignment applications without attaching any conditions materially adverse to Seller, and such consent shall have become a Final Order.

(b) Representations and Warranties. The representations and warranties of Buyer contained in this Contract shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made at and as of such time.

(c) Performance. Buyer shall have in all material respects performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to and at the Closing Date.

(d) Litigation and Insolvency. Except for matters affecting the broadcasting industry generally, no litigation, action, suit, judgment, proceeding or investigation shall be pending or noticed before any forum, court or governmental body, department or agency of any kind that (a) has the stated purpose or the probable effect of enjoining or preventing the consummation of this Contract or the transactions contemplated hereby or to recover material damages by reason thereof, or (b) questions the validity of any action taken or to be taken pursuant to or in connection with this Contract. No insolvency proceedings of any character including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, against Buyer or any of its assets or properties 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 proceedings.

23. Seller's Performance at Closing. On the Closing Date at the Closing Place, Seller shall execute and deliver or cause to be delivered to Buyer the following in form reasonably acceptable to Buyer:

- (a) An assignment to Buyer of the FCC Authorizations for Stations, together with any and all other related authorizations;
- (b) One or more Bills of Sale assigning, transferring and conveying to Buyer free and clear title to all of the Tangible Property to be acquired by Buyer pursuant to the terms of this Contract;
- (c) An assignment and assumption agreement wherein Seller assigns to Buyer the Assigned Contracts to be assigned by Seller and assumed by Buyer hereunder, together with any necessary consents thereto and copies of the Assigned Contracts, which consents shall confirm that as of Closing, Seller and its stockholders are released from any further liability with respect to each of the Assigned Contracts.
- (d) The files, records, logs the Stations, including the Stations' complete and up to date public inspection files.
- (e) Certified copy of the resolutions of the Boards of Directors of Zephyr and Collins authorizing the execution, deliver and performance of this Contract and the all documents to be executed and delivered by Seller at the Closing and thereafter.
- (f) Instructions to the Escrow Agent directing that the Escrow Deposit by delivered to Seller as part of the Purchase Price and that the accrued interest with respect to the Escrow Deposit be delivered to Buyer.
- (g) Such other assignments, Bills of Sale or other instruments of transfer, assignment or conveyance as may be required by Buyer to effectuate the assignment, transfer and conveyance to Buyer of all the Assets, rights, privileges and immunities of Seller which are to be sold, transferred, conveyed and assigned to Buyer hereunder.

24. Buyer's Performance at Closing. At the Closing, Buyer shall:

(a) Execute and deliver instructions to the Escrow Agent directing that the Escrow Deposit by delivered to Seller as part of the Purchase Price and that the accrued interest with respect to the Escrow Deposit be delivered to Buyer.

(b) Pursuant to **PARAGRAPH 4 (b)(i)** hereof, pay by wire transfer, cashier's check or other form of immediately available funds the sum of One Hundred Seventy-Five Thousand Dollars.

(c) Pursuant to **PARAGRAPH 4 (b) (ii)** hereof, execute and deliver the Note, the Security Agreement and cause David Wagenvoord and his spouse to their personal guarantee.

(d) Execute and deliver such documents as may be required in order to assume the Assigned Contracts which Buyer has agreed to assume and perform, which documents shall confirm that as of Closing, Seller and the stockholders are released from any further liability with respect to each of the Assigned Contracts.

(e) Deliver certified copy of the resolutions of the Board of Director of Buyer authorizing the execution, deliver and performance of this Contract and the all documents to be executed and delivered by Buyer at the Closing and thereafter.

(f) Execute and deliver such other documents as reasonably may be required by Seller to effectuate the assignment, transfer and conveyance to Buyer of all the Assets, Assigned Contracts, the other rights, privileges and obligations of Seller which are to be sold, transferred, conveyed and assigned to Buyer hereunder.

25. Employment Contract. At Closing, Buyer shall enter into an employment agreement with Jeff Maggio for a period of not less than one year under which contract Buyer will agree to pay Mr. Maggio a salary of not less than Two Thousand Five Hundred Dollars (\$2,500.00) per month, plus such benefits as are typical in the radio broadcast industry in the Tampa, Florida market. It is expressly agreed that the obligations of Buyer and Mr. Maggio under the above-referenced employment agreement are entirely separate from Buyer's obligations under this Contract, the Note and the Security Agreement and no breach of the employment agreement shall excuse or delay the timely payment of the Note or permit any offset against any payment due under the Note.

26. Amendments and Counterparts. No attempted change or waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced. The Contract may be executed in any number of counterparts, each of which shall be considered an original and no other counterpart need be produced.

27. Additional Documents, Etc. Subsequent to the Closing Date, each party to this Contract, at the request of the other, shall furnish, execute and deliver such documents and instruments as the requesting party shall reasonably require as necessary or desirable to carry out or memorialize the transactions contemplated hereunder.

28. No Reversionary Interest. The parties expressly agree, pursuant to Section 73.1150 of the FCC's rules, that Seller retains no right of reversion of the FCC license, no right to reassignment of the license in the future, and no right to use the facilities of the Stations for any period.

29. Paragraph Headings. Paragraph headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any manner, or be deemed to interpret in whole or in part, any of the terms or provisions of this Contract.

30. Brokerage Commission. Seller and Buyer acknowledge to each other neither has engaged the services of a broker or finder with respect to the transactions contemplated in this Contract. In the event a claim for a brokerage or finder's fee is made, the party with whom the broker or finder had dealings shall be responsible for all costs in dealing with such claim, including, but not limited to, the payment of any commission or fee found to be due the broker or finder.

31. Construction. This Contract shall be construed and enforced in accordance with the laws of the State of Florida.

32. Attorneys Fees. In the event of litigation arising out of any aspect of this Contract, the prevailing party shall be entitled to recover, in addition to the relief granted, all costs incurred in such litigation, including reasonable attorneys fees.

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33. Counterparts. This Contract may be signed in any number of counterparts with the same effect as if the signature to each counterpart were upon the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers as of the day and year first above written.

SELLER:

ZEPHYR BROADCASTING, INC.

By _____
Lori D. Collins,
Its Secretary and Treasurer

COLLINS COMMUNICATIONS GROUP, INC.

By _____
Lori D. Collins,
Its Secretary and Treasurer

BUYER:

WAGENVOORD ADVERTISING GROUP, INC.

By _____
David Wagenvoord,
Its President

Exhibits

- A. Tangible Property
- B. Assigned Contracts
- C. FCC Authorizations
- D. Escrow Agreement
- E. Promissory Note
- F. Security Agreement
- G. Personal Guarantee
- H. Allocation of Purchase Price