

ASSET SALE AND PURCHASE AGREEMENT

by and among

MB PROSSER LICENSEE LLC, MBR LICENSEE LLC, CALIFORNIA SIERRA CORPORATION, MBP LICENSEE LLC, MOON BROADCASTING PROSSER LLC, MOON BROADCASTING RIVERSIDE LLC, MOON BROADCASTING PORTERVILLE LLC, and LUNA COMMUNICATIONS LLC

and

CASA MEDIA PARTNERS, LLC

for the Sale and Purchase of the Assets of Radio Stations KMNA(FM), Mabton, Washington, KLES(FM), Prosser, Washington, KZXR(AM), Prosser, Washington, KAEH(FM), Beaumont, California, KIQQ-FM, Newberry Springs, California, KIQQ(AM), Barstow, California, KAAT(FM), Oakhurst, California, KTNS(AM), Oakhurst, California, KMEN(FM), Mendota, California, and KMQA(FM), East Porterville, California

Dated as of August 15, 2011

ASSET SALE AND PURCHASE AGREEMENT

This ASSET SALE AND PURCHASE AGREEMENT (the “Agreement”) entered into as of August 15, 2011 (“Effective Date”), by and among MB Prosser Licensee LLC, a California limited liability company, MBR Licensee LLC, a California limited liability company, California Sierra Corporation, a California corporation, and MBP Licensee LLC, a California limited liability company, Moon Broadcasting Prosser LLC, a California limited liability company, Moon Broadcasting Riverside LLC, a California limited liability company, Moon Broadcasting Porterville LLC, a California limited liability company, and Luna Communications LLC, a California limited liability company, (collectively, “Sellers”), and Casa Media Partners, LLC, a California limited liability company (“Buyer”). Certain capitalized terms defined herein are indexed in Section 7 hereof.

RECITALS:

WHEREAS, Savage Media Group, LLC, is the trustee, under that certain Irrevocable Trust Agreement made by and among Abel De Luna in his capacity as trustee of the Abel De Luna Inter Vivos Trust, Abel De Luna, Savage Media Group, LLC, certain specified lenders, and Wells Fargo Foothill, Inc. as of December 18, 2009, of all of the assets of Sellers (the “Trust Agreement”); and

WHEREAS, Sellers are the licensees and operators of radio stations KMNA(FM), Mabton, Washington (FCC Facility ID No. 21602), KLES(FM), Prosser, Washington (FCC Facility ID No. 6266), KZXR(AM), Prosser, Washington (FCC Facility ID No. 53675), KAEH(FM), Beaumont, California (FCC Facility ID No. 3727), KIQQ-FM, Newberry Springs, California (FCC Facility ID No. 79388), KIQQ(AM), Barstow, California (FCC Facility ID No. 60423), KAAT(FM), Oakhurst, California (FCC Facility ID No. 8341), KTNS(AM), Oakhurst, California (FCC Facility ID No. 8338), KMEN(FM), Mendota, California (FCC Facility ID No. 88205), and KMQA(FM), East Porterville, California (FCC Facility ID No. 3395) (each a “Station” and collectively, the “Stations”), holding valid authorizations for the operation thereof from the Federal Communications Commission (together with any successor thereto, the “FCC”), and Sellers are the owners or lessors of all of the tangible and intangible personal property used or useful in connection with the operation of the Stations;

WHEREAS, Sellers desire to sell, and Buyer desires to purchase, certain of the properties and assets used or useful in connection with the operation of the Stations, all subject to the terms and conditions set forth herein; and

WHEREAS, consent of the FCC is required prior to such sale and purchase.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein, the parties agree as follows:

SECTION 1: PURCHASE AND SALE OF ASSETS

1.1 Sale of Assets.

(a) Subject to the provisions of this Agreement, Sellers agree to sell, convey, transfer, assign and deliver to Buyer, and Buyer agrees to purchase and accept from Sellers, on the Closing Date (as defined in Section 1.4 hereof), all of the following assets and rights owned by Sellers or in which Sellers now or hereafter have an interest in connection with the business and operation of the Stations:

(i) All tangible personal property and physical assets wherever located used or useful exclusively in connection with the business and operation of the Stations as set forth on Schedule 1.1(a)(i) hereto (collectively, the “Tangible Assets”);

(ii) All licenses, approvals, certificates, permits, antenna structure registrations and other authorizations issued by the FCC, the Federal Aviation Administration, or any other federal, state, or local governmental authorities to Sellers in connection with the conduct of the business and operation of the Stations, and all rights therein and applications for any of the foregoing as set forth on Schedule 1.1(a)(ii) hereto (collectively, the “Licenses”);

(iii) All books and records exclusively relating to the business or operation of the Stations, including without limitation executed copies of the Assumed Contracts (defined below), filings with the FCC, and all records required by the FCC to be kept by the Stations provided that Sellers may retain copies thereof;

(iv) All of Sellers’ rights in and to all call letters or call signs of the Station, copyrights, logos, trademarks, service marks, trade names, current slogans, jingles, Internet domain names, website addresses, the use of content of such websites accessible by the public, non-governmental licenses, intellectual property, and other intangible property rights owned by, or licensed or franchised to, Seller and used solely by the Stations, including those described in the Schedule of Intangible Assets attached hereto as Schedule 1.1(a)(iv) (collectively, the “Intangible Assets”);

(v) All goodwill relating to the Stations;

(vi) All of Sellers’ right, title and interest in and to all real property and interests in real property used or useful exclusively by the Stations in connection with the business and operation of the Stations and described in the Schedule of Real Estate attached hereto as Schedule 1.1(a)(vi), including fee estates, leaseholds, easements, licenses, rights to access, and all buildings and other improvements thereon (collectively, the “Real Estate”); and

(vii) The following contracts, commitments, agreements, leases, licenses, understandings and obligations (collectively, “Contracts”):

(A) The equipment leases, real estate leases, other leases, syndication agreements, programming and other contracts described in the Schedule of Contracts attached hereto as Schedule 1.1(a)(vii);

(B) All agreements for the sale of advertising time on the Stations for cash, billed at rates consistent with Sellers' past practices; and

(C) Barter agreements for the sale of advertising time on the Stations listed on Schedule 1.1(a)(vii) (collectively, the "Assumed Trade-Out Agreements").

All of the foregoing being herein collectively referred to as the "Assumed Contracts"). Certain Assumed Contracts may require the consent of one or more third parties in order for such contracts to be assigned and transferred by Sellers to Buyer (such Assumed Contracts are identified on Schedule 1.1(a)(vii) as "Consent Required," each such consent a "Required Consent"). The receipt of only those Required Consents also identified by an asterisk on Schedule 1.1(a)(vii) shall be deemed to be a condition to Buyer's obligation to consummate the transactions contemplated by this Agreement (the "Material Consents"). With respect to any Required Consent which is not obtained by Sellers as of the Closing, upon the request of Buyer, Sellers shall, at their own cost and expense, provide reasonable assistance to Buyer in connection with Buyer's efforts to obtain any such Required Consents subsequent to the Closing.

(b) There shall, however, be excluded from such purchase and sale the following property (the "Excluded Property"):

(i) All of the Stations' cash accounts receivable, notes receivable, prepayments (such as deposits on leasehold interests and utilities, prepaid taxes and insurance premiums), cash, and cash equivalents, including, but not limited to, tax deposits, marketable securities, money market instruments, unprocessed checks, savings and other deposits and certificates of deposit, on hand or in accounts as of the Closing Date, subject to the provisions of clause (iii) below;

(ii) Sellers' corporate franchise, stock record books, corporate record books, including minutes of meetings of directors and stockholders, and such other records relating exclusively with Sellers' organization or stock capitalization;

(iii) Assets sold by Sellers following the date hereof and prior to the Closing Date in accordance with the provisions of this Agreement; provided, however, that, any proceeds of such sales shall not constitute Excluded Property;

(iv) Any insurance policies and contracts of insurance, and proceeds therefrom, except as provided for in Section 8.5;

(v) Any pension, profit sharing, or employee benefit plans, including Sellers' interest in any welfare plan, pension plan, or benefit arrangement;

(vi) All tax returns and supporting materials, all original financial statements and supporting materials, all books and records that Sellers are required by law to retain, all records of Sellers relating to the sale of the assets, and duplicate copies of the books and records necessary to enable Sellers to file their tax returns and reports;

(vii) All claims, rights and interest of Sellers to any (i) refunds or overpayments of taxes or fees of any nature whatsoever, (ii) deposits or utility deposits, which in each case relate solely to the period prior to the Closing Date, or (iii) credits, causes of action or rights of set off against third parties that relate to the operation of the Stations prior to Closing;

(viii) Any Contract, lease, or agreement other than the Assumed Contracts;

(ix) All property set forth in Schedule 1.1(b)(xi).

(c) The assets of the Sellers to be sold to and purchased by the Buyer under Section 1.1 of this Agreement are hereinafter collectively referred to as the "Subject Assets."

1.2 Assumption of Liabilities. Effective as of 12:00 am on the Closing Date, Buyer shall assume (i) all of Sellers' executory obligations and liabilities under each Assumed Contract and License to the extent that such liability or obligation of Sellers pertains to the period of time commencing on or after 12:00 am on the Closing Date and (ii) any other liabilities, obligations or commitments arising from the operation or business of the Stations or the ownership of the Subject Assets on or after 12:00 am on the Closing Date (collectively, the "Assumed Liabilities"). Except for the Assumed Liabilities, Buyer does not hereby, and shall not have any obligation to, assume responsibility for any liability or obligation of Sellers. Buyer shall be solely responsible for all obligations and liabilities arising with respect to the Stations on or after 12:00 am on the Closing Date.

1.3 Purchase Price. The total purchase price for the Subject Assets shall be Three Million Five Hundred Thousand Dollars (\$3,500,000.00), subject to adjustment as provided in Section 1.7 (the "Purchase Price"). Payment of the Purchase Price for the Subject Assets shall be made as follows:

(a) Escrow Deposit. Buyer shall deliver to Brooks Pierce McLendon Humphrey & Leondard, LLP (the "Escrow Agent") One Hundred Seventy-Five Thousand Dollars (\$175,000.00) as a deposit (the "Deposit") to secure Buyer's performance hereunder, and to be held by the Escrow Agent pursuant to the terms of the Escrow Agreement executed on the date hereof by and among Buyer, Sellers and the Escrow Agent (the "Escrow Agreement"). The Deposit shall be paid as follows: (i) Eighty-Seven Thousand Five Hundred (\$87,500.00) shall be delivered to the Escrow Agent by August 15, 2011, and (ii) the remaining Eighty-Seven Thousand Five Hundred (\$87,500.00) shall be delivered to the Escrow Agent by August 26, 2011.

(b) Payment of Purchase Price. On the Closing Date, Buyer and Sellers shall cause the Escrow Agent to cause the Deposit to be delivered to a bank account designated by Sellers as payment against the Purchase Price. The remainder of the Purchase Price shall be paid by Buyer in cash at Closing, except as provided below or unless otherwise agreed upon by Sellers.

(c) Disposition of Deposit; Liquidated Damages. On the Closing Date, the interest earnings on the Deposit shall be paid to Buyer by wire transfer or check, at Buyer's election. If the Closing does not occur because of a breach by Buyer of its representations and warranties hereunder or of the covenants and obligations to be performed by the Buyer hereunder, provided Sellers have satisfied their obligations hereunder, and provided further, that all conditions precedent to Buyer's obligations to close the transactions contemplated herein have been satisfied, then, pursuant to the Escrow Agreement, the Deposit and earnings thereon shall be delivered to Sellers as liquidated damages, and not as a penalty, which shall be the sole remedy of Sellers for such breach, and Sellers shall have no other recourse against Buyer or any of its affiliates under or on account of this Agreement. In any other case, if the Closing does not occur and this Agreement is terminated, then, pursuant to the Escrow Agreement, the Deposit and interest earnings thereon shall be delivered to Buyer. All payments by the Escrow Agent shall be made in accordance with the procedures and provisions set forth in the Escrow Agreement.

(d) Allocation of Purchase Price. Buyer and Sellers agree the Purchase Price shall be allocated among the Subject Assets as mutually agreed upon by the parties no later than September 16, 2011. Buyer and Sellers shall report all information regarding the sale and purchase of the Subject Assets, and the allocation of the Purchase Price among the Subject Assets, to any taxing authority having jurisdiction over Buyer, Sellers, or the Subject Assets only in accordance with the allocation of the Purchase Price prepared in accordance with this Section, and, if applicable, shall prepare and file IRS Form 8594. In the event that any taxing authority disputes or challenges such allocation of the Purchase Price, Buyer and Sellers shall immediately notify the other party hereto of such dispute or challenge. In the event of such a dispute or challenge, the party to such dispute or challenge shall be free to settle such dispute or challenge in its sole discretion.

1.4 Time and Place of Closing. Unless the parties agree otherwise, the closing of the purchase and sale provided for in this Agreement (herein referred to as the "Closing") shall occur no later than the fifth (5th) business day after the conditions set forth in Section 5.1 have been satisfied (the "Closing Date"), subject to the satisfaction or waiver of the other conditions set forth in Sections 5.2 and 5.3. The Closing shall be accomplished on the Closing Date by exchanging the closing documents required by this Agreement and such other closing documents as the parties may reasonably require in person, by email or facsimile, by mail or air courier and Buyer delivering the Purchase Price, as adjusted, to Sellers by wire transfer.

1.5 Closing. At the Closing:

(a) Sellers shall deliver to Buyer such instruments of conveyance, transfer, and assignment, in form and substance reasonably satisfactory to Buyer and its counsel (the "Transfer Instruments"), as shall be sufficient to convey, transfer and assign to Buyer all of Sellers' right, title and interest in and to all the Subject Assets, in each case free and clear of all

liens, pledges, encumbrances and claims of third parties (other than Permitted Liens), such instruments to include a bill of sale, assignment and assumption of Licenses, assignment and assumption of agreements and intangibles, certificates of title (if any), and general or special warranty deeds, in each case in form consistent with the terms of this Agreement;

(b) Buyer shall deliver to Sellers the Purchase Price less the Deposit;

(c) Buyer shall assume the Assumed Contracts pursuant to instruments of assumption in form and substance satisfactory to Sellers.

(d) Sellers and Buyer shall cause to be delivered the certificates and other documents required to be delivered pursuant to this Agreement; and

(e) Sellers shall deliver to Buyer all of Sellers' files and records which constitute the Subject Assets, and Sellers shall put Buyer in actual possession of the Subject Assets.

(f) Attached as Schedule 1.5(f) is a list of all individuals employed by Sellers as of the date set forth therein in connection with the business and operations of the Stations ("Active Employees"). Sellers understand that Buyer may hire some or all of the Active Employees of Sellers from and after the consummation of the Closing; it being acknowledged and agreed by Buyer that any offers of employment to such employees shall be expressly conditioned upon the consummation of the Closing. Notwithstanding the foregoing, Buyer shall have no obligation to hire any of Sellers' employees and shall have no liabilities of any kind in connection with any such employees arising from their employment by Sellers, including, without limitation, for severance. Any employees hired by Buyer shall enter into a new employment relationship with Buyer subject to terms and conditions established by Buyer and Buyer shall have no responsibility for any payroll taxes, accrued vacation pay, fringe benefits or other prepaid or deferred obligations for any employee of Sellers who enters into the employment of Buyer arising from any period before such employee enters into an employment relationship with Buyer. Within thirty (30) days prior to the Closing Date, Buyer shall deliver to Sellers in writing a list of the employees it intends to offer employment (the "Selected Employees"). Buyer will not employ any Active Employee prior to Closing without the express written consent of Sellers. On the Closing Date, Sellers shall terminate all employees of the Stations.

1.6 Covenants To Be Performed After the Closing. After the Closing, each of Sellers and Buyer shall, from time to time upon the other party's request, execute, acknowledge and deliver, or cause to be executed, acknowledged, and delivered, all such further deeds, assignments, documents, instruments, transfers, conveyances, discharges, releases, assurances and consents, and to take or cause to be taken such further actions, as such other party may reasonably request to carry out the transactions contemplated by, and the purposes of, this Agreement. After the Closing, each of Sellers and Buyer shall allow the other party reasonable access, upon reasonable notice and during normal business hours, to such of the files and records (including financial records) as relate to the Subject Assets or the Stations for purposes of preparing such party's tax returns, securities filings and for all other proper purposes, and shall give such other party at least thirty (30) days' prior written notice of any proposed destruction

thereof, upon which notice such other party shall have the right to take possession of such files and records for the foregoing purposes.

1.7 Proration of Expenses; Adjustments to Purchase Price.

(a) Proration. All costs and expenses arising from the ownership or use of the Subject Assets up to and including 11:59 p.m. of the day prior to the Closing Date (the “Cut-Off Time”), will be prorated between Buyer and Sellers so that Sellers shall be responsible for all expenses and costs allocable for the period prior to the Closing Date, and Buyer shall be responsible for all expenses and costs allocable for the period on and after the Closing Date. The following items (the “Prorated Items”) shall be prorated as of the Cut-Off Time, assuming a 365-day year or a 28-day, 30-day or 31-day month, as appropriate, and monies shall be paid at Closing in accordance with Section 1.7(b) herein below with Sellers responsible for all such items accruing or related to the period prior to the Cut-Off Time:

(i) Rentals or other charges, payable or paid in respect of leasehold interests or tenancies, or leased transmitter sites, studios, offices or other real property or equipment under any lease or tenancy of real property, and any and all equipment leases described in Schedule 1.1(a)(vi).

(ii) Real and personal property taxes and assessments (including sewerage assessments and fees), levied or assessed against or otherwise paid or payable with respect to any of the Subject Assets.

(iii) Transferable license, permit, and registration fees, and like items.

(iv) Charges for utilities (including but not limited to electricity, fuel, water, basic monthly telephone charges, long distance telephone calls, and sanitation and garbage disposal) furnished to or in connection with the Stations.

(v) License agreements with ASCAP, BMI and SESAC.

(vi) Unpaid or prepaid obligations of Sellers with respect to any lease, contract, or agreement which Buyer assumes, including, without limitation, prepaid premiums on any insurance policies that Sellers have agreed to assign to Buyer and Buyer elects to assume. Sellers shall be compensated by Buyer for any security deposits, if any, previously paid by Sellers for any such obligations in any amounts to which it is entitled.

(vii) Any revenue in any form (including, without limitation, cash and credit) received by Sellers with respect to the operation of the Stations after the Cut-Off Time.

(viii) FCC Annual Regulatory Fees.

(ix) Trade Balances (i.e., the difference between the value of air time owed by Sellers pursuant to Assumed Trade Out Agreements and the value of the goods,

services, air time, or programming owed to Sellers pursuant to such agreements) to the extent that such balances exceed Five Thousand Dollars (\$5,000.00) whether positively or negatively.

(x) Other similar items applicable to the Subject Assets and/or attributable to the operations, advertising and/or the business of the Stations, it being the intention of the parties that all operations and the business of the Stations prior to the Cut-Off Time shall be for the account of Sellers, and all operations and business of the Stations after the Cut-Off Time shall be for the account of Buyer.

(b) Time for Payment. The prorations and adjustments contemplated by this Section 1.7, to the extent practicable, shall be made on the Closing Date, effective as of the Cut-Off Time. Not less than three (3) business days prior to the Closing Date, Sellers shall submit to Buyer a written estimate of adjustments and prorations to be made in accordance with Section 1.7. Prior to the Closing, Buyer and Sellers will attempt in good faith to agree on an amount of any adjustments not capable of being ascertained on the Closing Date, which adjustments and prorations shall be made within ninety (90) days of the Closing Date.

(c) Dispute Resolution. In the event of any disputes between the parties as to such adjustments, the amounts not in dispute shall nonetheless be paid at the time provided in Section 1.7 and such disputes shall be determined by an independent certified public accountant mutually acceptable to the parties whose determination shall be final, and the fees and expenses of such accountant shall be paid one-half by Sellers and one-half by Buyer.

1.8 Termination.

(a) This Agreement may be terminated at any time by:

(i) The mutual written consent of the parties hereto;

(ii) Buyer or Sellers, if the Assignment Application has not been initially granted within twelve (12) months after the date the Assignment Application (as hereinafter defined) is filed with the FCC; or

(iii) Buyer, if Sellers shall have breached in any material respect any representation, warranty or obligation hereunder and such breach shall not have been cured in all material respects or waived prior to the earlier of the Closing Date or within thirty (30) days after the Buyer has given notice to Sellers of such breach;

(iv) Sellers, if Buyer shall have breached in any material respect any representation, warranty or obligation hereunder and such breach shall not have been cured in all material respects or waived prior to the earlier of the Closing Date and thirty (30) days after Sellers have given notice to Buyer of such breach; or

(v) Buyer or Sellers, if the FCC denies the Assignment Application or any part thereof or for any reason designates for hearing the Assignment Application.

(b) In the event of the termination of this Agreement by Buyer or Sellers pursuant to this Section 1.8, written notice thereof shall promptly be given to the other party and, except as otherwise provided herein, (i) this Agreement shall become null and void and of no further force or effect, except for Section 4.2 which shall survive termination, (ii) the Deposit shall be disbursed in accordance with Section 1.3(c), and (iii) such termination shall relieve each party from all violations of this Agreement that occurred prior to termination, other than (A) violations that resulted in or caused the failure of the Closing to occur and/or (B) willful breaches.

(c) Notwithstanding the provisions of Sections 1.8(a) and (b) above, no party may terminate this Agreement if such party is in material default hereunder, or if a delay in any decision or determination by the FCC respecting the Assignment Application has been caused or materially contributed to (i) by any failure of such party to furnish, file or make available to the FCC information within its control; (ii) by the willful furnishing by such party of incorrect, inaccurate or incomplete information to the FCC; and (iii) by any other action taken by such party for the purpose of delaying the FCC's decision or determination respecting the Assignment Application.

1.9 Accounts Receivable. The parties hereto acknowledge that Sellers' cash accounts receivable derived from the operation of the Stations prior to the Closing Date are not among the Subject Assets being transferred to Buyer pursuant to the terms hereof. However, for a period beginning on the Closing Date and ending 120 (One Hundred Twenty) days following the Closing Date (the "Collection Period"), Buyer shall use reasonable efforts (limited to including such cash accounts receivable in the Stations' billing statements and accepting payments) to collect such cash accounts receivable. In the event that Buyer and Sellers each have an account receivable of the same debtor, any amounts received by Buyer from such debtor shall be applied first as a payment on Sellers' account receivable except to the extent the debtor disputes the validity of such Sellers account receivable. Buyer shall, within ten (10) business days after expiration of each thirty (30) day period during the Collection Period, remit to Sellers all amounts collected by Buyer hereunder, net of any sales commissions, agency or national representative fees or similar amounts reasonably determined by Buyer to be payable in connection with cash accounts receivable collected on Sellers' behalf. Collection of said cash accounts receivable shall be the sole responsibility of Sellers upon the expiration of the Collection Period, but to the extent Buyer receives any payment for any accounts receivable after the Collection Period, it shall immediately send such payment to Sellers. Buyer shall not adjust any accounts receivable or grant credit without Sellers' written consent, and Buyer shall not pledge, secure or otherwise encumber any accounts receivable or the proceeds therefrom.

SECTION 2: REPRESENTATIONS AND WARRANTIES OF SELLERS

In order to induce Buyer to enter into this Agreement, Sellers represent and warrant to Buyer that:

2.1 Organization of Sellers. Sellers are limited liability companies or, in the case of California Sierra Corporation, corporations, duly organized, validly existing and in good standing under the laws of California.

2.2 Authority of Sellers. Sellers have the corporate power and authority to execute, deliver and perform this Agreement, the Escrow Agreement, and, upon Closing, the Transfer Instruments and all other agreements, documents and instruments to be executed and delivered by Sellers pursuant hereto (collectively, the “Sellers Agreements”) and to own the Subject Assets and operate the Stations prior to the consummation of the transactions contemplated hereby. Sellers have taken all necessary corporate action to authorize the execution, delivery and performance by Sellers of this Agreement and the Sellers Agreements.

2.3 Binding Effect. This Agreement and the Escrow Agreement constitute, and upon execution on the Closing Date the other Sellers Agreements will constitute, the legal, valid, and binding obligations of Sellers enforceable in accordance with their terms subject to bankruptcy, reorganization and similar laws affecting the rights of creditors generally (the “Enforceability Exception”).

2.4 No Violation. Subject to the consents and approvals of the FCC referred to in Section 4.1, the Required Consents, and other consents and filings required by this Agreement or otherwise obtained or completed at or prior to the Closing, neither the execution and delivery by Sellers of this Agreement and the Sellers Agreements, nor the consummation of the transactions contemplated hereby or thereby, violate or will violate any provision of law or any order, judgment or decree of any court or other agency of government, including, without limitation, the FCC, or any provision of the corporate charter, by-laws, and/or operating agreements of Sellers, or conflict with or will result in any breach of any term, condition or provision of, or constitute or will constitute (with due notice or lapse of time or both) a default under, or will result in the creation or imposition of any lien, charge or encumbrance, other than Permitted Liens, upon any of the properties or assets of Sellers pursuant to the terms of, any mortgage, deed of trust or other agreement or instrument to which Sellers are a party or by which or to which Sellers or any of their assets are subject or bound.

2.5 Title to Properties; Liens. Pursuant to the Trust Agreement, Sellers own or hold all of the Assets. The Assets shall be sold and conveyed to Buyer free and clear of all Liens of any kind or type whatsoever except: (i) Liens for real estate taxes not yet due and payable for which Buyer receives a Purchase Price adjustment under Section 3; (ii) Liens, other than Liens securing a monetary obligation, which do not, individually or in the aggregate, detract from or interfere with any use of or impair the value of the particular Asset(s) in any material manner; and (iii) items set forth in Schedule 2.5 attached hereto and incorporated herein by reference (the “Permitted Liens”). The Permitted Liens described in Schedule 2.5 shall be released or discharged at or prior to the Closing.

2.6 Contracts.

(a) Sellers have delivered to Buyer complete and correct copies of all the Assumed Contracts listed on Schedule 1.1(a)(vii) (including all amendments thereto and modifications thereof). Schedule 1.1(a)(vii) lists all agreements between Sellers and any third party relating to the Stations as of the date of this Agreement which are to be assumed by Buyer except for agreements for the sale of time on the Stations for cash which are cancelable on thirty days’ notice.

(b) To Sellers' Knowledge, the Assumed Contracts are valid, binding and enforceable in accordance with their respective terms subject to the Enforceability Exception, and the sale of the Subject Assets as contemplated herein will in no way affect the validity, enforceability and continuity of any such contracts or agreements if properly assigned to Buyer as contemplated hereby; provided, however, that certain Assumed Contracts are not assignable without the consent of another party. The term "Sellers' Knowledge" as used in this section and throughout this Agreement shall mean the actual knowledge of Scott Savage.

2.7 Tax Matters. Except as set forth in Schedule 2.7, to Sellers' Knowledge, all federal, state, county and local tax returns, reports and declarations of estimated tax or estimated tax deposit forms required to be filed by Sellers in connection with the business or operation of the Stations have been duly and timely filed (after taking into account any extensions therefor). Except as set forth in Schedule 2.7, Sellers have paid all taxes which have become due pursuant to such returns or pursuant to any assessment received by it with respect to the business or operation of the Stations, and has paid all installments of estimated taxes due with respect to the business or operation of the Stations; and all taxes, levies and other assessments which Sellers are required by law to withhold or to collect with respect to the business or operation of the Stations have been duly withheld and collected, and have been paid over to the proper governmental authorities or are held by Sellers for such payment.

2.8 Licenses. Except as set forth on Schedule 2.8, the Licenses constitute all licenses, permits and governmental authorizations and approvals which are material to the operation of the Stations. Sellers are the duly authorized holder of the Licenses, all of which are in full force and effect. To Sellers' Knowledge, no proceeding (judicial, administrative or otherwise) has been commenced or threatened against Sellers, any of their affiliates, or the Stations which could lead to a revocation, suspension or limitation of the rights under any License. Sellers are in compliance with each of the Licenses and knows of no state of facts relating to Sellers, their affiliates, the Stations or the Licenses which could lead to any such revocation, suspension or limitation of any License.

2.9 Condition of Assets. The Tangible Assets are sold AS IS WHERE IS. SELLERS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO THE CONDITION OF THE TANGIBLE ASSETS.

2.10 Compliance with Laws; Compliance with FCC Regulation.

(a) Sellers are not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, board of arbitration or other governmental authority. Sellers are not charged with, or to its knowledge threatened with or under investigation with respect to, any violation of any provision of any federal, state, local or municipal law or administrative ruling or regulation relating to the Subject Assets.

(b) To Sellers' Knowledge, the operation of the Subject Assets are in material compliance with (i) all applicable engineering standards required to be met under applicable

FCC rules, and (ii) all other applicable federal, state and local rules, regulations, requirements and policies, including all applicable FCC rules.

(c) Sellers' have paid all Annual Regulatory Fees assessed which are due and owing with respect to the Stations' licenses.

2.11 Litigation. Except as set forth in Schedule 2.11, there is no litigation, action, suit, investigation or proceeding (collectively "Proceedings") pending or, to Sellers' Knowledge, threatened against Sellers, any of its affiliates or the Subject Assets before or by any court or the FCC or any other governmental agency or any board of arbitration.

2.12 Broker's Fee. Sellers represents and warrants to Buyer that Star Media Group, Ltd. has acted as Sellers' broker of this sale and will be paid a commission at Closing by Sellers in the amount of five percent (5%) of the Purchase Price. Sellers agree to hold Buyer harmless from any claims for brokerage fees, finder's fees, or commissions asserted by any person or entity other than Star Media Group, Ltd. acting on Sellers' behalf in connection with this transaction.

2.13 Consents. Other than the consents and approvals of the FCC referred to in Section 4.1, the Required Consents, and other consents and filings required by this Agreement or otherwise obtained or completed at or prior to the Closing, Sellers are not required to obtain any material consent, approval or authorization from, or to file any declaration or statement with, any governmental instrumentality or other agency or any third party in connection with the execution of this Agreement or any of the Sellers Agreements or the consummation of the transactions contemplated hereunder.

2.14 Environmental Compliance. Sellers have not received any notice of any pending administrative or judicial investigation, proceeding or action with respect to violations, alleged or proven of federal, state, or local environmental laws by Sellers involving the Real Estate. To Sellers' Knowledge, there have not been and are not now any solid waste, hazardous waste, hazardous substances, toxic substances, toxic chemicals, pollutants, or contaminants, which require remediation, or leaking underground storage tanks, on or under any of the Real Estate.

SECTION 3: REPRESENTATIONS AND WARRANTIES OF BUYER

In order to induce Sellers to enter into this Agreement, Buyer represents and warrants to Sellers that:

3.1 Organization of Buyer. Buyer is a limited liability company duly organized and validly existing and in good standing under the laws of the State of California and is duly qualified to transact business in the State of California.

3.2 Authority of Buyer. Buyer has the power to execute, deliver and perform this Agreement, the Escrow Agreement, and the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (herein collectively called the "Buyer Agreements") and to

own the Subject Assets and operate the Stations after the consummation of the transactions contemplated hereby. Prior to the Closing, Buyer will have taken all necessary action to authorize the execution, delivery and performance by Buyer of this Agreement and the Buyer Agreements.

3.3 Binding Effect. This Agreement and the Escrow Agreement constitute, and as of the Closing Date, the other Buyer Agreements will constitute, the legal, valid and binding obligations of Buyer, enforceable against it in accordance with their terms subject to the Enforceability Exception.

3.4 No Violation. Neither the execution and delivery by Buyer of this Agreement and the Buyer Agreements, nor the consummation of the transactions contemplated hereby or thereby, violate or will violate any provision of law or any order, judgment or decree of any court or other agency of government, including, without limitation, the FCC, or any provision of Buyer's corporate charter or by-laws, or conflict with or will result in any breach of any term, condition or provision of, or constitute or will constitute (with due notice or lapse of time or both) a default under, or will result in the creation or imposition of any lien, charge or encumbrance upon any of the properties or assets of Buyer pursuant to the terms of, any mortgage, deed of trust or other agreement or instrument to which Buyer is a party or by which or to which Buyer or any of its respective assets are subject or bound, which lien, charge or encumbrance could adversely affect Buyer's ability to perform its obligations hereunder.

3.5 Consents. Other than the consents and approvals of the FCC referred to in Section 4.1, certain filings required to be made with the FCC after the Closing Date, and other consents, approvals, authorizations and filings contemplated by this Agreement or otherwise obtained or completed at or prior to the Closing, Buyer is not required to obtain any consent, approval or authorization from, or to file any declaration or statement with, any governmental instrumentality or other agency or any third party in connection with the execution of this Agreement or any of the Buyer Agreements or the consummation of the transactions contemplated hereunder.

3.6 Broker's Fee. Buyer has not incurred or become liable for any broker's commission or finder's fee relating to the transactions contemplated by this Agreement. Buyer agrees to indemnify and hold Sellers harmless from any claims for brokerage fees, finder's fees or commissions asserted by any person acting on Buyer's behalf in connection with this transaction.

3.7 Qualification. Buyer is legally, technically, financially and otherwise qualified under the Communications Act of 1934, as amended (the "Communications Act"), to acquire the Licenses and own and operate the Stations. Buyer knows of no fact or circumstance which would, under the federal antitrust laws, the Communications Act, or any other law, disqualify or preclude Buyer from being approved as an assignee of the Licenses. There are no proceedings, complaints, notices of forfeiture, claims or investigations pending or, to Buyer's knowledge, threatened against Buyer or any principal, officer, director, or owner of Buyer that would materially impair the qualification of Buyer to assume the Licenses or which would materially

impede Buyer's ability to prosecute the applications filed with the FCC to assign the Licenses to Buyer or to seek the grant of consents from the FCC to the assignment of the Licenses to Buyer.

3.8 Litigation. There is no litigation, action, suit, investigation or proceeding pending or, to Buyer's knowledge, threatened against Buyer or any of its affiliates before or by any court or the FCC or any other governmental agency or any board of arbitration which could reasonably be expected to (a) impair Buyer's ability to perform its obligations under this Agreement, or (b) materially and adversely affect the ability of Buyer to own and operate the Stations after the Closing.

SECTION 4: CERTAIN MATTERS PENDING THE CLOSING

Sellers and Buyer covenant and agree that from the date hereof until the Closing Date:

4.1 Approvals. Promptly upon the execution of this Agreement, Sellers and Buyer shall each prepare for filing with the FCC their respective portions of the application for FCC consent to the assignment of the Licenses (the "Assignment Application"), which shall be filed within one (1) business day after the date hereof. Sellers and Buyer shall each diligently prosecute the Assignment Application and use all reasonable efforts to obtain consent and approval of the FCC (the "FCC Consent") as expeditiously as practicable. Neither Sellers nor Buyer shall intentionally take or omit to take any action that will cause the FCC to deny, delay, or fail to approve the Assignment Application or cause the FCC Consent not to become a Final Action (as defined herein).

4.2 Access to Information. Between the date hereof and the Closing Date, Sellers will give to Buyer and its authorized representatives and agents, including engineers, accountants, lawyers, and other representatives, reasonable access by prior appointment during reasonable business hours to the Subject Assets. Sellers shall furnish to Buyer such information and materials concerning the Stations' affairs as Buyer may reasonably request, so far as such access, information and materials pertain to the operation of the Stations.

4.3 Conduct of Business. Except for those changes or actions expressly implemented by mutual consent of Buyer and Sellers, and for those changes or actions which are in the usual and ordinary course of operating the Stations, Sellers shall, to the extent permitted by FCC rules and policies:

(a) refrain from making any sale, lease, transfer or other disposition of any of the Subject Assets;

(b) refrain from modifying, amending, altering or terminating, any other right relating to or included in the Subject Assets;

(c) maintain insurance on the Subject Assets against loss or damage by fire and all other hazards and risks in an amount consistent with the existing policy amounts;

(d) maintain the Subject Assets in accordance with past practices, ordinary wear and tear excepted;

(e) refrain from changing its charter, by-laws, and/or operating agreements in any way which would adversely affect its corporate power or authority to enter into and perform this Agreement or which would otherwise adversely affect its performance of this Agreement;

(f) operate the Stations in accordance with the Licenses and comply with all laws, rules and regulations applicable to it, including the rules and regulations of the FCC;

(g) refrain from subjecting any of the Subject Assets to any new lien, claim, charge, or encumbrance (other than minor liens, claims, charges or encumbrances which will not materially interfere with the occupation, use and enjoyment by Buyer of the Subject Assets in the normal course of its business or impair the value of the Subject Assets and which shall be discharged as of the Closing Date) or from increasing any existing lien, claim, charge or encumbrance;

(h) refrain from doing or omitting to do any act which will cause a breach of, or default under, or termination of the Assumed Contracts;

(i) provide to Buyer, concurrently with filing thereof, copies of all reports to and other filings with the FCC relating to the Stations;

(j) diligently prosecute the Assignment Application; not permit any of the Licenses to expire or to be surrendered or voluntarily modified, or take any action (or fail to take any action) which could cause the FCC or any other governmental authority to institute proceedings for the suspension, revocation or limitation of rights under any License; or fail to prosecute with due diligence any pending applications to any governmental authority with respect to the Stations or any such Licenses, except for proceedings affecting the radio broadcasting industry generally;

(k) provide to Buyer, promptly upon receipt thereof by Sellers, a copy of (i) any notice from the FCC or any other governmental authority of the revocation, suspension, or limitation of the rights under, or of any proceeding for the revocation, suspension, or limitation of the rights under (or that such authority may in the future, as the result of failure to comply with laws or regulations or for any other reason, revoke, suspend or limit the rights under) any License, or any other license or permit held by Sellers respecting the Stations, and (ii) of all protests, complaints, challenges or other documents filed with the FCC by third parties concerning the Stations and, promptly upon the filing or making thereof, copies of Sellers' responses to such filings;

(l) notify Buyer in writing immediately upon learning of the institution or written threat of any action against Sellers involving the Stations in any court, or any action against Sellers before the FCC or any other governmental agency, and notify Buyer in writing promptly upon receipt of any administrative or court order relating to the Subject Assets or the Stations; and

(m) except as required under FCC rules in the event of repairs to the transmission system of the Stations, refrain from filing any application for any construction permit or modification of any License affecting the Stations or otherwise changing any of the Stations' facilities.

4.4 Notice of Commencement of Proceedings or Change in Buyer's Condition. Buyer shall notify Sellers in writing immediately upon obtaining knowledge of the occurrence of any of the following events, stating in detail the nature thereof: (i) any proceedings instituted against Buyer by or in any federal or state court or before any commission, board or other regulatory body, federal, state or local, which, if adversely determined, would have a material adverse effect upon Buyer's ability to perform any of its obligations under this Agreement, and (ii) any material adverse change in the condition, financial or otherwise, of Buyer. From the date of this Agreement until the Closing Date, Buyer covenants that it will take no action, or fail to take any action, that would disqualify it from becoming the licensee of the Stations or delay the grant of the Assignment Application by the Commission.

4.5 No Inconsistent Act. Pending the Closing Date, Buyer shall not (a) take any action which is materially inconsistent with its respective obligations hereunder, or which would reasonably be expected to materially hinder or delay the consummation of the transaction contemplated by this Agreement, except as specifically required or permitted herein, or (b) take or fail to take any action which would render any of its representations and warranties set forth hereunder, as the case may be, no longer accurate. From the date hereof through the Closing Date, Buyer agrees not to acquire any attributable interest in any broadcast station or entity that would cause Buyer to be in noncompliance with the FCC's multiple ownership rules in effect from the date hereof through the Closing Date.

4.6 Cooperation; Satisfaction of Conditions. Sellers and Buyer will cooperate in all respects in connection with and use commercially reasonable efforts to cause all of the conditions set forth in Sections 5.1, 5.2, and 5.3 to be fulfilled (but not waived).

4.7 Restrictions on Buyer. Nothing contained in this Agreement shall give Buyer any right to control the programming or operations of the Stations prior to the Closing Date and Sellers shall have complete control of the programming and operation of the Stations between the date hereof and the Closing Date and shall operate the Stations in conformity with the public interest, convenience and necessity and with all other requirements of law and this Agreement.

SECTION 5: CONDITIONS TO CLOSING

5.1 Mutual Conditions. The obligations of Buyer and Sellers to consummate this Agreement and the transactions contemplated hereby are subject to satisfaction at the time of the Closing of the condition that the FCC shall have initially granted its consent to the assignment of the FCC Licenses from Sellers to Buyer.

5.2 Conditions to Obligations of Buyer. Buyer's obligation to consummate the transactions contemplated by this Agreement is subject to satisfaction at the time of Closing of each of the following conditions precedent, any of which Buyer may waive in its discretion:

(a) Except for changes expressly implemented by or at the written request of Buyer, each of Sellers' representations and warranties contained in this Agreement shall be true and correct in all material respects on the Closing Date as though made on and as of the Closing Date, except to the extent they are made as of another date, in which case they shall be true and correct in all material respects as of such other date; and Sellers shall have performed in all material respects all of its covenants and obligations hereunder which by the terms hereof are to be performed on or before the Closing Date.

(b) Sellers shall have obtained and delivered to Buyer the Material Consents. Anything to the contrary in this Agreement notwithstanding, Sellers shall not be required to pay any fees or provide or deliver any other consideration to any third party in order to obtain any Material Consent.

(c) No action or proceeding shall have been instituted or threatened against Buyer, any of Buyer's affiliates or Sellers before any court or governmental agency or commission or any board of arbitration seeking to restrain or prohibit, or to obtain substantial damages against Buyer or any of Buyer's affiliates in respect of, this Agreement or the consummation of the transactions contemplated hereby.

(d) Sellers shall have delivered to Buyer a certificate of Sellers' senior officer, dated as of the Closing Date, certifying as to the matters set forth in the foregoing paragraph (a) of this Section 5.2.

(e) Sellers shall have delivered to Buyer a certificate dated as of the Closing Date, executed by Sellers' corporate secretary, certifying (i) that the resolutions, as attached to such certificate, authorizing and approving the execution and delivery of the Sellers Agreements and the consummation of the transactions contemplated hereby, were duly adopted by the Board of Directors and Stockholders of Sellers; (ii) that such resolutions have not been amended and remain in full force and effect; and (iii) as to the incumbency of each signatory of the Sellers Agreements executed by Sellers.

(f) The Licenses issued by the FCC (the "FCC Licenses") (i) shall be valid and existing authorizations in every respect for the purpose of operating the Stations, and (ii) shall contain no adverse modifications of the terms of the FCC Licenses as of the date of the Licenses and except for proceedings that affect the radio broadcasting industry generally, no proceeding for any revocation, suspension or modification of the FCC Licenses shall be in effect, and neither Sellers nor Buyer shall have received any notice that any governmental authority may institute any such proceedings.

(g) The FCC shall have granted its initial consent to the assignment of the Stations' licenses from Sellers to Buyer and either of the following two conditions, at Buyer's option, shall have occurred: (i) the FCC's action consenting to the assignment of the Stations' licenses from

Sellers to Buyer shall be “final” in the sense that it is no longer subject to administrative or judicial review or reconsideration, or (ii) at Closing, Buyer and Sellers shall enter into a Post-Closing Agreement (“Post-Closing Agreement”) substantially in the form of Exhibit A to provide for the retransfer of the Licenses and the Subject Assets to Sellers in the event that an ultimate FCC order or judicial resolution on appeal of such order should make retention of the Licenses and/or Subject Assets by Buyer impermissible and require their conveyance to Seller.

(h) Buyer shall have obtained, at Buyer’s expense, a commitment for an ALTA extended owner’s coverage title insurance policy for the real property listed in Schedule 1.1(a)(vi), free and clear of all liens and encumbrances, other than Permitted Liens or those approved by Buyer in writing, and the title company’s standard printed exceptions; provided, that Buyer shall have secured such commitment no later than thirty (30) days from the date of execution of this Agreement.

(i) Sellers shall have delivered to Buyer an estoppel certificate executed by the landlord(s) of any leases identified in Schedule 1.1(a)(vii).

(j) Prior to Closing, Buyer shall have received an environmental assessment of the Real Property conducted by an environmental engineering company, including the certificate of the environmental engineer, stating in substance that, following all appropriate inquiry into the pre-vious ownership and uses of such real estate consistent with good commercial or customary practice, the engineer has concluded that there is no environmental condition on or affecting any of the Real Property that would either (i) materially impair the use of that real estate for the operation of the Stations or (ii) require remedial action to bring the Real Property into compliance with all applicable environmental laws and regulations. In the event the environmental assessment discloses an environmental problem that can be remedied by the expenditure of Twenty-Five Thousand Dollars (\$25,000.00) or less, Sellers will either remedy the problem, at its expense, prior to the Closing or, failing that, the Purchase Price will be reduced by the amount, as estimated in the environmental assessment, that will be required to remedy the environmental problem, and the Closing will otherwise take place in the manner, and at the time, provided for herein. In the event that the cost of remedying the environmental problem will exceed Twenty-Five Thousand Dollars (\$25,000), Sellers shall have the option to agree to reduce the Purchase Price by the full amount of what it will cost to remedy the problem, in which event the Closing will take place at the reduced price, or, if Sellers are not otherwise in default, to terminate this Agreement; provided that, if Buyer agrees to accept a Twenty-Five Thousand Dollar (\$25,000.00) reduction in the Purchase Price as full compensation for the costs that Buyer will incur to remedy the environmental problem, Sellers shall not have the right to terminate and the Closing will take place with the Purchase Price reduced by Twenty-Five Thousand Dollars (\$25,000.00). Buyer shall commission and pay the cost of the environmental assessment. Buyer’s failure to commission the environmental assessment within forty-five (45) days of the execution of this Agreement shall be deemed a waiver of this condition and shall not be grounds for terminating this Agreement or for extending the Closing Date.

(k) Prior to Closing, Sellers shall have completed such repairs to the Stations’ technical equipment listed in Schedule 5.2(k) as are necessary so that such technical equipment shall be operating in accordance with the terms of the Stations’ FCC licenses, the FCC’s rules,

and good engineering practices. Sellers shall also, prior to Closing, provide to Buyer an inventory of the Stations' essential transmitter-related equipment and for each such piece of essential transmitter-related equipment (i) a photograph thereof, (ii) its serial number, (iii) its detailed location, and (iv) records of purchase or accounting records showing such equipment has been recorded in the respective Seller company's books.

5.3 Conditions to Obligations of Sellers. Sellers' obligation to consummate the transactions contemplated by this Agreement are subject to satisfaction at the time of Closing of each of the following conditions precedent, any of which may be waived by Sellers:

(a) Each of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on the Closing Date as though made on and as of the Closing Date; and Buyer shall have performed in all material respects all of its covenants and obligations hereunder which by the terms hereof are to be performed on or before the Closing Date.

(b) Buyer shall have paid the Purchase Price, as adjusted pursuant to Section 1.7.

(c) Buyer shall have delivered to Sellers a certificate of Buyer's senior officer, dated as of the Closing Date, certifying as to the matters set forth in the foregoing paragraph (a) of this Section 5.3.

(d) Buyer shall have delivered to Sellers a certificate dated as of the Closing Date, executed by Buyer's corporate secretary, certifying (i) that the resolutions, as attached to such certificate, authorizing and approving the execution and delivery of the Buyer Agreements and the consummation of the transactions contemplated hereby, were duly adopted by the Board of Directors and Shareholders of Buyer; (ii) that such resolutions have not been amended and remain in full force and effect; and (iii) as to the incumbency of each signatory to the Buyer Agreements executed by Buyer.

(e) Buyer shall have executed and delivered to Sellers any assumption agreements provided by third parties, to be effective as of the Closing Date, as necessary for Sellers to secure the Material Consents.

SECTION 6: INDEMNIFICATION

6.1 Survival of Representations and Warranties. All representations and warranties in this Agreement shall survive the Closing and the consummation of the transactions contemplated hereby for one (1) year after which no party may bring an action or present a claim for breach of such representations and warranties, provided that if a claim or notice for indemnification with respect to any such representation or warranty arises prior to the end of the survival period, such claim or notice shall continue (and such representation or warranty shall survive) indefinitely until such claim is finally resolved.

6.2 Sole Remedy. Following Closing, the sole and exclusive remedy for Buyer for any claim (whether such claim is framed in tort, contract or otherwise) arising out of a breach of

any representation, warranty, covenant or other agreement herein or otherwise arising out of or in connection with the transactions contemplated by this Agreement, the Subject Assets, or the operation of the Stations, shall be a claim for indemnification pursuant to this Section 6.

6.3 Indemnification by Sellers. Sellers, shall reimburse Buyer for, and indemnify and hold harmless Buyer from and against, any loss, damage, liability, obligation, deficiency, claim, suit, cause of action, demand, judgment, or expense (including without limitation, payments, fines, penalties, interest, taxes, assessments, and reasonable attorneys' fees and accounting fees), contingent or otherwise, whether incurred or asserted prior to or after the Closing Date, arising out of or sustained by Buyer by reason of:

(a) any breach of any warranty, representation, or agreement of Sellers contained under this Agreement or in any certificate or other instrument furnished to Buyer pursuant to this Agreement or in connection with any of the transactions contemplated hereby;

(b) the operation of the Stations or the ownership of the Assets prior to Closing (including, but not limited to, any and all claims, liabilities, and obligations arising or required to be performed by Sellers under any lease, contract, or agreement—other than the Assumed Contracts—on or after Closing) or under the Assumed Contracts prior to Closing);

(c) any transaction entered into by Sellers or arising in connection with the Stations or the operation of the business thereof or any of the Assets prior to the Closing; or

(d) any and all actions, suits, or proceedings, incident to any of the foregoing.

6.4 Indemnification by Buyer. Buyer shall reimburse Sellers for, and indemnify and hold harmless Sellers from and against, any loss, damage, liability, obligation, deficiency, claim, suit, cause of action, demand, judgment, or expense (including without being limited to, payments, fines, penalties, interest, taxes, assessments, reasonable attorneys' fees and accounting fees of any kind or nature), contingent or otherwise, arising out of or sustained by Sellers by reason of:

(a) any breach of any warranty, representation, or agreement of Buyer contained under this Agreement or any certificate or other instrument furnished by Buyer pursuant to this Agreement or in connection with any of the transactions contemplated hereby;

(b) the operation of the Stations subsequent to Closing (including, but not limited to, any and all claims, liabilities and obligations arising or required to be performed on or after Closing under the Assumed Contracts);

(c) any transaction entered into by Buyer or arising in connection with the Stations or the operation of the Stations subsequent to the Closing;

(d) any and all liabilities or obligations of Sellers expressly assumed by Buyer pursuant to this Agreement; or

- (e) any and all actions, suits, or proceedings incident to any of the foregoing.

6.5 Notice of Claim. All representations and warranties contained in this Agreement shall be deemed continuing representations and warranties and shall survive the Closing for a period of one (1) year. Any claim to indemnification in respect of a covenant or agreement shall be made before the expiration of the second anniversary of the Closing Date. Buyer and Sellers agree to give prompt written notice to each other of any claim for indemnification under Sections 6.3 or 6.4 hereof (“Notice of Claim”), which amount is believed to be required to discharge the obligations of the indemnifying party resulting therefrom. Within ten (10) business days after having been given the Notice of Claim, the indemnifying party may deliver to the other party (i) a written notice of objection to the payment of such claim (“Notice of Objection”), which Notice of Objection shall set forth the basis for such objection; or (ii) a written notice that the indemnifying party intends to defend against such claim in good faith (“Notice of Intention to Defend”). If such a Notice of Intention to Defend is delivered, the indemnifying party shall have the right to hold in abeyance its claim for indemnification if and so long as such defense is conducted by the indemnifying party at the latter’s expense in a manner effective to protect the indemnified party against such claim. If no Notice of Objection or Notice of Intention to Defend is given within the prescribed ten (10) business day period, the indemnifying party shall promptly pay to the indemnified party the amount set forth in the Notice of Claim. If the parties are unable to resolve any Notice of Claim and corresponding Notice of Objection, either party may take whatever action it deems reasonable, including without limitation, the filing of a claim, petition, or other pleading in a court of competent jurisdiction.

6.6 Limitations on Indemnification. Sellers’ obligation to indemnify Buyer pursuant to this Section shall be subject to the following limitations:

(a) No indemnification shall be required to be made by Sellers until the aggregate amount of either party’s Claims exceeds Seventeen Thousand Five Hundred Dollars (\$17,500.00), and if this threshold is reached, the parties shall be entitled to indemnification for the full amount of all claims.

(b) The payment for any and all Claims made by Buyer or Sellers for indemnification hereunder, for whatever reason, shall be limited to an aggregate amount equal to Five Hundred Thousand Dollars (\$500,000.00), and Buyer and Sellers each waives and releases and shall have no recourse against the other party in excess of such amount as a result of the breach of any representation, warranty or covenant of Sellers or Buyer contained herein or otherwise arising out of or in connection with the transactions contemplated hereby or the Subject Assets.

SECTION 7: DEFINITIONS

The following terms are defined in the provisions of this Agreement indexed below:

Defined Term:

Defined In:

Active Employees

Section 1.5(f)

<u>Assignment Application</u>	Section 4.1
<u>Assumed Contracts</u>	Section 1.1(a)(vii)
<u>Assumed Liabilities</u>	Section 1.2
<u>Assumed Trade-Out Agreements</u>	Section 1.1(a)(vii)
<u>Balance</u>	Section 2.6(a)
<u>Buyer</u>	Preamble
<u>Buyer Agreements</u>	Section 3.2
<u>Claim</u>	Section 6.3
<u>Closing</u>	Section 1.4
<u>Closing Date</u>	Section 1.4
<u>Collection Period</u>	Section 1.9
<u>Communications Act</u>	Section 3.7
<u>Contracts</u>	Section 1.1(a)(vii)
<u>Cut-Off Time</u>	Section 1.7(a)
<u>Deposit</u>	Section 1.3(a)
<u>Effective Date</u>	Preamble
<u>Enforceability Exception</u>	Section 2.3
<u>Escrow Agent</u>	Section 1.3(a)
<u>Escrow Agreement</u>	Section 1.3(a)
<u>Excluded Property</u>	Section 1.1(b)
<u>FCC</u>	Recitals
<u>FCC Consent</u>	Section 4.1
<u>FCC Filings</u>	Section 8.6

<u>FCC Licenses</u>	Section 5.2(e)
<u>Intangible Assets</u>	Section 1.1(a)(iv)
<u>Licenses</u>	Section 1.1(a)(ii)
<u>Material Consents</u>	Section 1.1(a)(viii)
<u>Notice of Claim</u>	Section 6.5
<u>Notice of Intention to Defend</u>	Section 6.5
<u>Notice of Objection</u>	Section 6.5
<u>Permitted Liens</u>	Section 2.5(a)
<u>Proceedings</u>	Section 2.11
<u>Prorated Items</u>	Section 1.7(a)
<u>Purchase Price</u>	Section 1.3
<u>Real Estate</u>	Section 1.1(a)(vii)
<u>Required Consent</u>	1.1(a)(viii)
<u>Selected Employees</u>	1.5(f)
<u>Sellers</u>	Preamble
<u>Sellers Agreements</u>	Section 2.2
<u>Sellers' Knowledge</u>	Section 2.6(b)
<u>Station</u>	Recitals
<u>Stations</u>	Recitals
<u>Subject Assets</u>	Section 1.1(c)
<u>Tangible Assets</u>	Section 1.1(a)(i)
<u>Transfer Instruments</u>	Section 1.5(a)
<u>Trust Agreement</u>	Recitals

SECTION 8: MISCELLANEOUS

8.1 Fees and Expenses.

(a) Each party shall bear its own expenses incurred for the preparation, filing and prosecution of the Assignment Application. The parties agree that counsel for Sellers shall file the Assignment Application. The parties shall split equally all filing fees imposed by the FCC at Closing with the Buyer paying the initial filing fee to be reimbursed at Closing for one-half of the filing fee as an adjustment to the Purchase Price.

(b) Each of the parties shall bear its own expenses in connection with the negotiation and the consummation of the transactions contemplated by this Agreement, including the Sellers Agreements and the Buyer Agreements.

8.2 Law Governing. This Agreement shall be construed under and governed by the laws of the State of California.

8.3 Notice. Any notice or other communication given or required pursuant to this Agreement, or any agreement or instrument delivered pursuant hereto, shall be effective if, and only if, delivered personally, sent by email, sent by certified or registered mail in the United States mails, return receipt requested, or sent by reputable overnight courier, such as "FedEx." A notice delivered personally shall be deemed given when delivered; a notice delivered via email shall be deemed given upon confirmation of delivery to the recipient; a notice delivered via certified or registered mail, return receipt requested, shall be deemed given as of the date that the receipt indicates that the notice was received by or on behalf of the addressee; and a notice delivered via overnight courier shall be deemed given the day after delivery to the overnight courier. If a notice is delivered by more than one of the foregoing methods, the notice shall be deemed given on the earliest date of the methods used. All such notices shall be effective only if delivered to the following:

If to Sellers:
Savage Media Group
c/o Scott Savage
5080 Spectrum Drive
Suite 609 East
Dallas, TX 75001
scott@savagemediagroup.net

With a copy (which copy shall not constitute notice) to:
Mark J. Prak, Esq.
Elizabeth Spainhour, Esq.
Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.
P.O. Box 1800 (ZIP 27602)
150 Fayetteville Street
Suite 1600, Wachovia Capitol Center

Raleigh, North Carolina 27601
mprak@brookspierce.com
espainhour@brookspierce.com

If to Buyer:
Juan Salvador Gonzalez
Casa Media Partners LLC
2600 SW 3rd Avenue
Penthouse B
Miami, FL 33129
jsalvado@mac.com

With copies (which shall not constitute notice) to:
David Tillotson
4606 Charleston Terrace, N.W.
Washington, DC 20007
dtlaw@starpower.net

8.4 Specific Performance. Sellers recognize and acknowledge that in the event they shall fail to perform its obligation to consummate the sale of the Subject Assets pursuant hereto, money damages alone will not be adequate to compensate Buyer. Sellers, therefore, agree and acknowledge that in the event of their failure to perform its obligation to consummate the sale of the Subject Assets pursuant hereto, Buyer shall be entitled, in addition to any action for monetary damages, and in addition to any other rights and remedies on account of such failure, to specific performance of the terms of this Agreement and of Sellers' obligation to consummate the sale of the Subject Assets pursuant hereto.

8.5 Risk of Loss.

(a) The risk of loss or damage to the Subject Assets by force majeure or for any other reason between the date of this Agreement and the Closing shall be borne by Sellers. Sellers shall take all reasonable steps to repair, replace and restore such property as soon as possible after any loss or damage, it being understood that all insurance proceeds shall be applied to or reserved for such replacement, restoration, or repair. Sellers shall promptly notify Buyer thereof and use its best efforts to repair, replace or restore the lost or damaged property to its former condition as soon as possible. If the cost of repairing, replacing or restoring any lost or damaged property is Twenty Thousand Dollars (\$20,000.00) or less, and Sellers have not repaired, replaced or restored such property prior to the Closing Date, Closing shall occur as scheduled and Sellers shall pay to Buyer the amount necessary to restore the lost or damaged property to its former condition. If the cost to repair, replace, or restore the lost or damaged property exceeds Twenty Thousands Dollars (\$20,000.00), and Sellers have not repaired, replaced or restored such property prior to the Closing Date, Buyer may, at its option:

(i) elect to consummate the Closing in which event Seller shall assign to Buyer all of Sellers' rights under any applicable insurance policies.

(ii) elect to postpone the Closing, with prior consent of the FCC if necessary, for such reasonable period of time (not to exceed ninety (90) days as is necessary for Sellers to repair, replace or restore the lost or damaged property to its former condition. If, after the expiration of that extension period the lost or damaged property has not been fully repaired, replaced or restored, Buyer may, at its option, (i) elect to close and receive an assignment of Sellers' rights under any applicable insurance policies or (ii) terminate this Agreement.

If the parties are unable to agree upon the extent of any loss or damage, the cost to repair, replace or restore any lost or damaged property, the adequacy of any repair, replacement, or restoration of any lost or damaged property, or any other matter arising under this Section the disagreement shall be referred to a qualified consulting communications engineer mutually acceptable to Seller and Buyer who is a member of the Association of Federal Communications Consulting Engineers, whose decision shall be final and binding, and whose fees and expenses shall be paid one-half by Sellers and one-half by Buyer.

(b) Seller shall give prompt written notice to Buyer if any of the following (a "Service Interruption") occurs: (i) any of the stations is off the air or operates at reduced power for a period of longer than four (4) hours or (ii) any of the FM stations operates from a site other than its licensed site for a like period. If on the Closing Date, any of the Stations is not operating with its licensed facilities at full power, or, if between the date hereof and the Closing, there have been Service Interruptions lasting a total of seventy-two (72) or more hours per station in any thirty (30) day period (whether or not consecutive) or there have been three (3) or more Service Interruptions each lasting four (4) hours or more, Buyer may, at its option: (i) terminate this Agreement, or (ii) postpone the Closing until the problem(s) resulting in the Service Interruption is cured to Buyer's satisfaction. In the event of termination of this Agreement by Buyer pursuant to this Section, the Escrow Deposit shall be returned to Buyer and the parties shall be released and discharged from any further obligation hereunder. Notwithstanding anything herein to the contrary, a disruption in service due to a disruption in power provided by a public utility will not be deemed a Service Interruption.

(c) Sellers shall not be deemed in breach of this Agreement to the extent that such breach arises from property damage and/or destruction described above in this Section if Sellers shall perform in accordance with the provisions of this Section.

8.6 Changes to Facilities. With Sellers' consent, which consent shall not be unreasonably withheld, Buyer may, at Buyer's expense, file with the FCC applications, petitions, or other papers (herein "FCC Filings") as deemed necessary by Buyer to change the facilities of the Stations. Upon request of Buyer, and as often as required by Buyer, Sellers shall promptly provide to Buyer (pursuant to Section 73.3517 of the FCC's Rules) a written statement or statements which specifically grant Sellers' permission to Buyer (a) to file such application, petition, or other papers, and (b) to file the statement with the application, petition or other papers.

8.7 Construction. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

8.8 Assignment; Binding Effect. This Agreement shall not be assignable by either party without the prior written consent of the other party, which shall not be unreasonably withheld, provided that Buyer may assign, without the consent of Sellers, its rights and obligations hereunder to one or more person or entity controlling, controlled by or under common control with Buyer, if Buyer remains liable hereunder in addition to such assignee and such assignment shall not delay or adversely affect obtaining FCC Consent. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their successors and assigns.

8.9 Amendment; Waiver. This Agreement may be amended only by a written instrument signed by Buyer and Sellers. No provisions of this Agreement may be waived except by an instrument in writing signed by the party sought to be bound. No failure or delay by any party in exercising any right or remedy hereunder shall operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion shall not be deemed a waiver of any other right or remedy or a waiver on any subsequent occasion.

8.10 Entire Agreement. This Agreement (including the Exhibits and Schedules hereto), the Escrow Agreement, the Transfer Instruments, and any other documents and agreements entered into in connection herewith and referred to herein or in the Schedules hereto and any other documents and agreements entered into in connection herewith after the date hereof and on or prior to the Closing Date, set forth the entire understanding between the parties relating to the subject matter hereof, any and all prior correspondence, conversations and memoranda or other writings being merged herein and therein and replaced and being without effect hereon. No promises, covenants or representations of any character or nature other than those expressly stated herein have been made to induce either party to enter into this Agreement. Neither this Agreement nor any part hereof, including this provision against oral modifications, may be modified, waived or discharged except by a writing duly signed by the party sought to be bound.

8.11 Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application to other persons and circumstances shall not be affected thereby and each term and provision hereof shall be enforced to the fullest extent permitted by law. Specifically, without limitation, if any provision shall be deemed by a court of competent jurisdiction to be invalid or unenforceable as to any periods of time, territories or business activities, such provision shall be deemed limited to the extent necessary to render it valid and enforceable.

8.12 Counterparts. This Agreement may be executed in multiple counterparts, with the same force and effect as if all the signatures thereto appeared on the same instrument.

8.13 Bulk Transfer. Buyer and Sellers hereby waive compliance with the Bulk Transfer provisions of the Uniform Commercial Code and all similar laws. Except for the Assumed Liabilities, Sellers shall promptly pay and discharge when and as due all liabilities and obligations arising out of or relating to Sellers' ownership and operation of the Stations prior to Closing and its sale of the Stations to Buyer. Except for the Assumed Liabilities, Sellers hereby

agrees to indemnify, defend and hold Buyer harmless from and against any and all liabilities, losses, costs, damages or causes of action (including, without limitation, reasonable attorney fees and other legal costs and expenses) arising out of or relating to claims asserted against Buyer pursuant to the Bulk Transfer provisions of the Uniform Commercial Code of California or any similar law.

8.14 Disclaimer of Warranties. EXCEPT TO THE EXTENT OF THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 2 HEREOF, SELLERS DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR IMPLIED WARRANTIES.

8.15 Updating of Schedules. Sellers shall have the right to update each of Sellers' schedules to reflect any matters arising following the Effective Date that are expressly permitted or contemplated by this Agreement, and such disclosures pursuant to this Section 8.15 shall be deemed to amend and supplement Sellers' representations and warranties contained herein and its Schedules in connection herewith.

[Signatures Appear On Next Page]

IN WITNESS WHEREOF, Sellers and Buyer have caused this Agreement to be executed by their respective duly authorized officers, as of the day and year first above written.

SELLERS:

MB PROSSER LICENSEE LLC

By: Scott Savage
Scott Savage
Sole Member and Manager of Savage Media Group,
LLC, as Trustee of the Luna Communications
Trust, its Manager

MBR LICENSEE LLC

By: Scott Savage
Scott Savage
Sole Member and Manager of Savage Media Group,
LLC, as Trustee of the Luna Communications
Trust, its Manager

CALIFORNIA SIERRA CORPORATION

By: Scott Savage
Scott Savage
President

MBP LICENSEE LLC

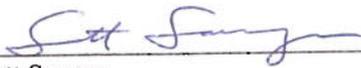
By: Scott Savage
Scott Savage
Sole Member and Manager of Savage Media Group,
LLC, as Trustee of the Luna Communications
Trust, its Manager

MOON BROADCASTING PROSSER LLC

By: Scott Savage
Scott Savage
Sole Member and Manager of Savage Media Group,
LLC, as Trustee of the Luna Communications
Trust, its Manager

JS

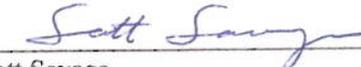
MOON BROADCASTING RIVERSIDE LLC

By: 
Scott Savage
Sole Member and Manager of Savage Media Group,
LLC, as Trustee of the Luna Communications
Trust, its Manager

MOON BROADCASTING PORTERVILLE LLC

By: 
Scott Savage
Sole Member and Manager of Savage Media Group,
LLC, as Trustee of the Luna Communications
Trust, its Manager

LUNA COMMUNICATIONS LLC

By: 
Scott Savage
Sole Member and Manager of Savage Media Group,
LLC, as Trustee of the Luna Communications
Trust, its Manager

BUYER:

CASA MEDIA PARTNERS, LLC

By: 
Juan Salvador Gonzalez
Manager

List of Schedules and Exhibits

Exhibits

Exhibit A Post-Closing Agreement

Schedule Number

Title

1.1(a)(i)	Schedule of Tangible Assets
1.1(a)(ii)	Schedule of Licenses
1.1(a)(iv)	Schedule of Intangible Assets
1.1(a)(vi)	Schedule of Real Estate
1.1(a)(vii)	Schedule of Contracts
1.1(b)(xi)	Excluded Property
1.5(f)	Active Employees
2.5	Schedule of Encumbrances
2.7	Schedule of Tax Matters
2.8	Schedule of Licenses
2.11	Schedule of Litigation
5.2(k)	Schedule of Technical Repairs