

STOCK REDEMPTION AGREEMENT

THIS STOCK REDEMPTION AGREEMENT is made and entered into this 1st day of February, 2008 (the "Agreement"), by and between H. Brand Henley, Jr. (aka H. B. Henley, Jr.), James W. Henley, Will S. Henley, II (aka William S. Henley), John H. Henley, Charles P. Henley and Ross E. Henley (collectively sometimes herein referred to as the "Henleys"); Stephen C. Davenport (sometimes herein referred to as "Davenport") and TeleSouth Communications, Inc., fka Mississippi Network, Inc., (sometimes herein referred to as "TeleSouth").

WITNESSETH:

WHEREAS, TeleSouth is a corporation organized and existing under the laws of the State of Mississippi, which owns and operates certain businesses, including but not limited to the Mississippi Network, the South Carolina Network, Supertalk Mississippi, and, directly and/or through its subsidiary, WFMN Radio, Inc., holds licenses, permits and authorizations issued by the Federal Communications Commission ("FCC") for the operation of certain radio stations located in the State of Mississippi, and is the owner of assets used and/or useful in the operation thereof; and

WHEREAS, the Henleys and Davenport together own all of the issued and outstanding stock of TeleSouth, with the Henleys owning one thousand five hundred (1,500) shares, which is a combined fifty percent (50%) of the issued and outstanding stock of TeleSouth, and Davenport owning one thousand five hundred (1,500) shares, which is fifty percent (50%) of the issued and outstanding stock of TeleSouth; and

WHEREAS, the Henleys desire to sell to TeleSouth, and TeleSouth desires to purchase from the Henleys, and Davenport desires TeleSouth to purchase from the Henleys, all of the stock of TeleSouth owned by the Henleys, all on the terms and subject to the conditions set forth herein; and

WHEREAS, control of the licenses, permits and authorizations issued by the FCC (the "FCC Licenses") may not be transferred without the prior written consent of the FCC (the "FCC Consent");

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1 REDEMPTION OF STOCK

1.1 Transfer of Stock. On the Closing Date (as defined in Section 5.1 hereof), the Henleys shall sell, assign, transfer and convey to TeleSouth, and TeleSouth shall purchase from

the Henleys, all of the stock owned by the Henleys in TeleSouth (the "Henleys Stock"). The Henleys Stock includes the following:

- 1.1.1 H. Brand Henley, Jr. 250 shares
- 1.1.2 James W. Henley 250 shares
- 1.1.3 Will S. Henley, II 250 shares
- 1.1.4 John H. Henley 250 shares
- 1.1.5 Charles P. Henley 250 shares
- 1.1.6 Ross E. Henley 250 shares
- Total of the Henleys Stock 1,500 shares

1.2 Stock Certificates. The parties acknowledge that some of the stock certificates will be in the name of Mississippi Network, Inc., the former name of TeleSouth.

ARTICLE 2 RIGHT OF FIRST REFUSAL

2.1 Waiver of Right of First Refusal. The Henleys and Davenport, and each of them, do hereby waive any and all rights they or any of them may have to purchase the Henleys Stock under any right of first refusal, or otherwise, and consent to the sale and transfer of the Henleys Stock as contemplated in this Agreement.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price. The purchase price for the transfer of the Henleys Stock from the Henleys to TeleSouth shall be a total of Six Million Dollars (\$6,000,000.00) (the "Purchase Price"), which Purchase Price shall be paid as set forth in Section 3.2.

3.2 Payment of Purchase Price. The Purchase Price shall be paid as follows:

3.2.1 At Closing, TeleSouth shall pay to H. Brand Henley, Jr., cash in the amount of One Million Dollars (\$1,000,000.00), by wire transfer of immediately available funds.

3.2.2 At Closing, TeleSouth shall pay to James W. Henley cash in the amount of One Million Dollars (\$1,000,000.00), by wire transfer of immediately available funds.

3.2.3 At Closing, TeleSouth shall pay to Will S. Henley, II cash in the amount of One Million Dollars (\$1,000,000.00), by wire transfer of immediately available funds.

3.2.4 At Closing, TeleSouth shall pay to John H. Henley cash in the amount of One Million Dollars (\$1,000,000.00), by wire transfer of immediately available funds.

3.2.5 At Closing, TeleSouth shall pay to Charles P. Henley cash in the amount of One Million Dollars (\$1,000,000.00), by wire transfer of immediately available funds.

3.2.6 At Closing, TeleSouth shall pay to Ross E. Henley cash in the amount of One Million Dollars (\$1,000,000.00), by wire transfer of immediately available funds.

3.2.7 The Henleys shall provide wire transfer instructions prior to Closing.

3.3 Pro-ration of Income and Expenses. The Parties recognize that for tax purposes, TeleSouth operates as a Subchapter S corporation as such term is use in the Internal Revenue Code of the United States of America. As such, income and expenses are reported to the Internal Revenue Service and various state tax agencies as pass through items and taxes are paid by the individual shareholders. The income tax returns have not been prepared for the years 2007 and 2008 and the parties anticipate that the Henleys will incur certain tax liabilities due to income derived from the operations of TeleSouth for such years. TeleSouth agrees to prepare and file 2007 and 2008 income tax returns with the Internal Revenue Service and any appropriate state tax agencies, which tax returns will be prepared and filed according to generally accepted accounting principles and the Internal Revenue Code and the tax codes of the respective state tax agency. Income derived from the operations of TeleSouth reportable to the Henleys for 2008 shall be prorated as of Closing Date.

3.4 Distribution for 2007 Income. In addition to the payment of the Purchase Price, within fifteen days of completion of the 2007 income tax return for TeleSouth, not to be later than April 15, 2008, TeleSouth shall distribute to each of the Henleys an amount equal to the sum of Eight Thousand, Three Hundred Thirty-Three Dollars (\$8,333.00) plus Forty-Two Percent (42%) times the net income reported by TeleSouth to the Internal Revenue Service for each of the Henleys as shown in the 2007 Federal K-1 for such individual minus Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$33,333.00, which represents 1/12 of \$400,000.00 previously distributed by TeleSouth for 2007 tax payments).

3.5 Distribution for 2008 Income. In addition to the payment of the Purchase Price, within fifteen days of completion of the 2008 income tax return for TeleSouth, not to be later than April 15, 2009, TeleSouth shall distribute to each of the Henleys an amount equal to Forty-Two Percent (42%) times the net income reported by TeleSouth to the Internal Revenue Service for each of the Henleys as shown in the 2008 Federal K-1 for such individuals which shall be determined on a pro-rata basis pursuant to IRC § 1377(a)(1).

3.6 Third Party Releases and Cancellation of Guarantees. Davenport and TeleSouth agree that all guarantees given by the Henleys (and Harris B. Henley, Sr., if any), or any of them, securing the performance of any obligations of TeleSouth, its predecessors, successors and/or subsidiaries will be fully released and cancelled in a form satisfactory to the Henleys as of Closing. Davenport and TeleSouth also agree that as to any new loans or

indebtedness which Davenport and/or TeleSouth may enter into pending the closing of this Agreement, that the Henleys will be expressly and fully released by any lender(s), in a form satisfactory to the Henleys, from any liability related to such loan or indebtedness, including but not limited to liability based upon existing guarantees or based upon the Henleys or any of them being directors, officers or stockholders of TeleSouth. Davenport and TeleSouth will provide to the Henleys a copy of such releases and cancellations prior to or at Closing. If the provisions of this Section 3.6 shall not be satisfied for any reason on or before Closing, the Henleys' sole remedy shall be to terminate this Agreement and neither party shall have any further obligation to the other party except as provided in Section 16.1.

3.7 Tax Issues. Davenport, TeleSouth and the Henleys agree that the payment of the Purchase Price by TeleSouth to the Henleys in exchange for the Henleys Stock shall be treated as a redemption under Section 302(b)(3) of the Internal Revenue Code as a complete redemption of all the stock ownership of the Henleys in TeleSouth. The parties agree to execute at Closing any and all documents as necessary to accomplish this tax treatment.

ARTICLE 4 GOVERNMENTAL CONSENTS

4.1 FCC Consent. It is specifically understood and agreed by all parties hereto that the Closing and the transfer of the Henleys Stock are expressly conditioned on complying with and are subject to the rules and regulations of the FCC. Receipt of the prior written FCC Consent is an express condition precedent to Closing and may not be waived.

4.2 FCC Application. Within three (3) business days after execution of this Agreement, the parties shall file with the FCC such applications ("the FCC Applications") as may be required to complete the transactions contemplated herein. The parties will cooperate with each other, in good faith and in a timely manner, in the preparation and prosecution of the FCC Applications, and shall use their best efforts and all reasonable diligence to attempt to obtain the FCC Consent expeditiously. If the FCC Consent imposes any condition on any party hereto to complete this transaction, such party shall use his/its best efforts to comply with such condition; provided, however, that no party shall be required to comply with any condition that would have a material adverse effect upon him/it. Any request for reconsideration or review of the FCC Consent shall be vigorously opposed by the party affected; provided, however, that nothing in this Section 4.2 shall be construed to limit any party's right to terminate this Agreement pursuant to Article 15 hereof.

ARTICLE 5 CLOSING

5.1 Closing. Subject to the rules and regulations of the FCC and Article 15 hereof, the closing of the transactions contemplated herein (the "Closing") shall occur within five (5) business days after the date on which the FCC Consent shall have been given, unless an extension is agreed to by all parties. The term "Closing Date" as used in this Agreement shall mean the date Closing actually occurs. The Closing shall be held at the offices of the law firm

Henley, Lotterhos & Henley, PLLC, Jackson, Mississippi, or at such place as the parties hereto may agree.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF DAVENPORT AND TELESOUTH

Davenport and TeleSouth, jointly and severally, make the following representations and warranties to the Henleys, all of which have been relied upon by the Henleys in entering into this Agreement and, except as specifically otherwise provided, all of which shall be true and correct on the Closing Date:

6.1 Organization and Standing. Davenport is an adult resident individual of the State of Mississippi and he has the power and authority to complete the transactions contemplated in this Agreement. TeleSouth is a corporation duly organized, validly existing and in good standing under the laws of the State of Mississippi, and it has the power and authority to complete the transactions contemplated in this Agreement.

6.2 Authorization and Binding Obligation. Davenport's and/or TeleSouth's execution, delivery and performance of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary action on his/its part and, upon the obtaining of all necessary approvals of the transactions contemplated by this Agreement, this Agreement will constitute, and the other agreements to be executed in connection herewith will constitute, the valid and binding obligation of Davenport and/or TeleSouth enforceable in accordance with their terms.

6.3 Absence of Conflicting Agreement. The execution, delivery and performance of this Agreement by Davenport and/or TeleSouth: (a) will not conflict with, result in a breach of, or constitute a violation of or default under the provisions of TeleSouth's articles of incorporation or by-laws; and (b) will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Davenport and/or TeleSouth is subject.

6.4 FCC Qualifications. To the best of Davenport's and TeleSouth's knowledge, TeleSouth is qualified under the Communications Act of 1934, as amended, and under the rules and regulations of the FCC, to complete the transactions contemplated under this Agreement.

6.5 Brokers Fees. Davenport and/or TeleSouth have not retained the services of a broker or agent in facilitating the transactions contemplated under this Agreement and no person or entity is entitled to a commission, finder's fee or similar payment in connection with this Agreement due to the actions of Davenport and/or TeleSouth.

6.6 Correct and Complete Statements. The statements contained in this Article 6 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date.

6.7 No Omissions or Untrue Statements. No representation or warranty made by Davenport and/or TeleSouth in this Agreement, nor any statement or certificate furnished or to be furnished by Davenport and/or TeleSouth to the Henleys pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

6.8 Legal Representation. Despite the fact that the Henleys and the law firm Henley, Lotterhos & Henley, PLLC have previously represented both Davenport and TeleSouth as legal counsel, both Davenport and TeleSouth recognize and acknowledge that neither the Henleys, Henley, Lotterhos & Henley, PLLC, nor any of them have represented or are representing either Davenport and/or TeleSouth in regards to this Agreement and/or the transactions contemplated by this Agreement. Both Davenport and TeleSouth acknowledge that each has had the opportunity to retain the services of legal counsel of his/its choice to advise and represent him/it in regards to this Agreement and the transactions contemplated herein and are in fact represented by separate legal counsel in regards to this Agreement and the transactions contemplated herein.

6.9 Investment Representations. Davenport and TeleSouth confirm that they have been advised that they should rely upon their own professional accounting, tax, legal and financial advisors with respect to the value of TeleSouth and the Henleys Stock and purchase thereof as contemplated hereunder, and they have consulted with such persons as they have deemed necessary.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF THE HENLEYS

The Henleys, jointly and severally, make the following representations and warranties to Davenport and/or TeleSouth, all of which have been relied upon by Davenport and TeleSouth in entering into this Agreement and, except as specifically otherwise provided, all of which shall be true and correct on the Closing Date:

7.1 Organization and Standing. Each of the Henleys is an adult resident individual of the State of Mississippi and each has the power and authority to complete the transactions contemplated in this Agreement.

7.2 Authorization and Binding Obligation. Upon the obtaining of all necessary approvals of the transactions contemplated by this Agreement, this Agreement will constitute, and the other agreements to be executed in connection herewith will constitute, the valid and binding obligation of the Henleys enforceable in accordance with their terms.

7.3 Absence of Conflicting Agreement. The execution, delivery and performance of this Agreement by the Henleys: (a) will not conflict with, result in a breach of, or constitute a violation of or default under, any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority to which the Henleys is a party or by which it

or the Henleys Stock are bound; (b) will not result in the creation of any lien, charge or encumbrance on any of the Henleys Stock.

7.4 Brokers Fees. The Henleys have not retained the services of a broker or agent in facilitating the transactions contemplated by this Agreement and no person or entity is entitled to a commission, finder's fee or similar payment in connection with this Agreement due to the actions of the Henleys.

7.5 Correct and Complete Statements. The statements contained in this Article 7 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date.

7.6 No Omissions or Untrue Statements. No representation or warranty made by the Henleys in this Agreement, nor any statement or certificate furnished or to be furnished by the Henleys to TeleSouth and Davenport pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

7.7 Corporate Stock. Each of the Henleys, respectively, holds of record and owns beneficially the shares of the Henleys Stock as represented in Section 1.1 herein. The Henleys Stock is owned by the Henleys free and clear of any restrictions on transfer (other than as waived under this Agreement), claims, taxes, security interests, options, warrants, rights, contracts, calls, commitments, equities and demands. The Henleys represent and warrant that the Henleys will transfer good and marketable title to the Henleys Stock to TeleSouth, free and clear of liens, security interests, pledges, encumbrances, charges, assessment and claims or rights of other persons or entities of any kind or nature. The Henleys are not a party to any option, right, contract, or other agreement or commitment providing for the disposition or acquisition of any of the Henleys Stock (other than this Agreement). The Henleys are not a party to any proxy or other agreement or understanding with respect to the voting of any of the Henleys Stock.

7.8 Investment Representations. The Henleys confirm that they have been advised that they should rely upon their own professional accounting, tax, legal and financial advisors with respect to the value of the Henleys Stock and sale thereof as contemplated hereunder, and they have consulted with such persons as they have deemed necessary.

ARTICLE 8 FUTURE LIABILITIES

8.1 Henleys Release. Other than obligations set forth in this Agreement, effective upon the Closing of the transactions contemplated by this Agreement, the Henleys, and each of them, for themselves and for their heirs, executors, administrators, successors, representatives and assigns (hereinafter collectively referred to as "**8.1 Releasers**"), do hereby fully, completely and forever release, hold harmless, discharge and acquit Davenport and/or TeleSouth, their respective heirs, administrators, executors, employees, officers, directors, attorneys, successors,

subsidiaries, and assigns, and any and all other persons, representatives, affiliates, organizations, firms or corporations, who are or who might be liable for their actions, (hereinafter collectively referred to as “**8.1 Releasees**”), of and from any and all liability, claims, causes of action, demands, damages and/or actions of whatever kind and character which have arisen or may hereafter arise in the future as a result or consequence of any and all transactions and/or events relating to Davenport, the Henleys and/or TeleSouth and/or any other transaction or event occurring on or prior to Closing Date. Other than obligations set forth in this Agreement, it is understood and agreed that this Release covers any and all liabilities and damages of every kind and character accruing on or prior to Closing Date, which **8.1 Releasers** may have against **8.1 Releasees**.

8.2 Davenport Release. Other than obligations set forth in this Agreement, effective upon the Closing of the transactions contemplated by this Agreement, Davenport, for himself and for his heirs, executors, administrators, successors, representatives and assigns (hereinafter collectively referred to as “**8.2 Releasers**”), do hereby fully, completely and forever release, hold harmless, discharge and acquit the Henleys and Henley, Lotterhos & Henley, PLLC, their respective heirs, administrators, executors, employees, officers, directors, attorneys, successors, subsidiaries, and assigns, and any and all other persons, representatives, affiliates, organizations, firms or corporations, who are or who might be liable for their actions, (hereinafter collectively referred to as “**8.2 Releasees**”), of and from any and all liability, claims, causes of action, demands, damages and/or actions of whatever kind and character which have arisen or may hereafter arise in the future as a result or consequence of any and all transactions and/or events relating to Davenport, the Henleys and/or TeleSouth and/or any other transaction or event occurring on or prior to Closing Date. Other than obligations set forth in this Agreement, it is understood and agreed that this Release covers any and all liabilities and damages of every kind and character accruing on or prior to Closing Date, which **8.2 Releasers** may have against **8.2 Releasees**.

8.3 TeleSouth Release. Other than obligations set forth in this Agreement, effective upon the Closing of the transactions contemplated by this Agreement, TeleSouth, for itself and for its successors, representatives and assigns (hereinafter collectively referred to as “**8.3 Releasers**”), do hereby fully, completely and forever release, hold harmless, discharge and acquit the Henleys and Henley, Lotterhos & Henley, PLLC, their respective heirs, administrators, executors, employees, officers, directors, attorneys, successors, subsidiaries, and assigns, and any and all other persons, representatives, affiliates, organizations, firms or corporations, who are or who might be liable for their actions, (hereinafter collectively referred to as “**8.3 Releasees**”), of and from any and all liability, claims, causes of action, demands, damages and/or actions of whatever kind and character which have arisen or may hereafter arise in the future as a result or consequence of any and all transactions and/or events relating to Davenport, the Henleys or TeleSouth and/or any other transaction or event occurring on or prior to Closing Date. Other than obligations set forth in this Agreement, it is understood and agreed that this Release covers any and all liabilities and damages of every kind and character accruing on or prior to Closing Date, which **8.3 Releasers** may have against **8.3 Releasees**.

8.4 Post Closing Insurance. TeleSouth agrees to maintain liability insurance policies in an amount reasonably required for a company of its size and its industry and will not take action to materially reduce the dollar amount of coverage maintained by TeleSouth at the time of Closing.

8.5 Henleys' Indemnities. The Henleys hereby agree to indemnify, defend and hold Davenport and/or TeleSouth harmless with respect to any and all damages asserted against, resulting from, imposed upon or incurred by Davenport and/or TeleSouth directly or indirectly relating to or arising out of:

8.5.1 The breach by the Henleys of any of their representations and/or warranties hereunder, or the failure by the Henleys to perform any of their obligations, covenants, conditions or agreements set forth in this Agreement.

8.6 Davenport's Indemnities. Davenport hereby agrees to indemnify, defend and hold harmless the Henleys with respect to any and all damages asserted against, resulting from, imposed upon or incurred by the Henleys, or any of them, directly or indirectly relating to or arising out of:

8.6.1 The breach by Davenport of any of his representations and/or warranties hereunder, or the failure by Davenport to perform any of his obligations, covenants, conditions or agreements set forth in this Agreement.

8.7 TeleSouth's Indemnities. TeleSouth hereby agrees to indemnify, defend and hold harmless the Henleys with respect to any and all damages asserted against, resulting from, imposed upon or incurred by the Henleys, or any of them, directly or indirectly relating to or arising out of:

8.7.1 The breach by TeleSouth of any of its representations and/or warranties hereunder, or the failure by TeleSouth to perform any of its obligations, covenants, conditions or agreements set forth in this Agreement;

8.7.2 Any and all claims, liabilities or obligations of any nature, absolute or contingent, relating to the business and operation of TeleSouth on and after the Closing Date; and

8.7.3 Any and all claims, liabilities or obligations of any nature, absolute or contingent, brought against the Henleys, or any of them, due to their status as shareholder, director and/or officer of TeleSouth, except for claims, liabilities or obligations of the Henleys resulting from fraudulent acts of the Henleys.

**ARTICLE 9
JOINT COVENANTS**

Davenport, TeleSouth and the Henleys covenant and agree that between the date hereof and the Closing Date, they shall act in accordance with the following:

9.1 Conditions. If any event should occur, either within or without the control of any party hereto, which would prevent fulfillment of the conditions upon the obligations of any party hereto to consummate the transactions contemplated by this Agreement, the parties hereto shall use their best efforts to cure the event as expeditiously as possible.

9.2 Cooperation. The parties shall cooperate fully with one another in taking any actions, including actions to obtain the required consent of any governmental instrumentality or any third party necessary or helpful to accomplish the transactions contemplated by this Agreement; provided, however, that no party shall be required to take any action which would have a material adverse effect upon him/it.

**ARTICLE 10
CONDITIONS OF CLOSING BY DAVENPORT AND TELESOUTH**

The performance of the obligations of Davenport and TeleSouth hereunder are subject to the satisfaction of each of the following express conditions precedent, provided that Davenport and TeleSouth may, at his/its election, unless otherwise stated in this Agreement, waive any of such conditions at Closing, notwithstanding that such condition is not fulfilled on the Closing Date:

10.1 Representations, Warranties and Covenants.

10.1.1 All representations and warranties of the Henleys contained herein or in any Schedule or document delivered pursuant hereto, shall be true and complete in all material respects as of the date hereof and on and as of the Closing Date as if made on and as of that date, except for changes expressly permitted or contemplated by the terms of this Agreement.

10.1.2 All of the terms, covenants and conditions to be complied with and performed by the Henleys on or prior to Closing Date shall have been complied with or performed in all material respects.

10.2 Governmental Consents. The conditions specified in Sections 4.1 and 4.2 of this Agreement shall have been satisfied.

10.3 Liens. The Henleys Stock shall be free and clear of all Liens.

10.4 Adverse Proceedings. No suit, action, claim or governmental proceeding shall be pending against, and no order, decree or judgment of any court, agency or other governmental

authority shall have been rendered against, any party hereto which would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms.

10.5 Closing Deliveries. The Henleys shall have delivered or caused to be delivered to TeleSouth, on the Closing Date, each of the documents required to be delivered by the Henleys pursuant to Article 13.

10.6 Financing. TeleSouth shall have received financing to fund the Purchase Price with terms in an amount acceptable to TeleSouth and Davenport; provided, if Davenport or TeleSouth have not given written notice of termination to the Henleys within thirty (30) days after the execution of this Agreement by all the parties, then this condition shall be deemed to have been waived.

ARTICLE 11 CONDITIONS OF CLOSING BY THE HENLEYS

The performance of the obligations of the Henleys hereunder are subject to the satisfaction of each of the following express conditions precedent, provided that the Henleys may, at their election, unless otherwise stated in this Agreement, waive any of such conditions at Closing, notwithstanding that such condition is not fulfilled on the Closing Date:

11.1 Representations, Warranties and Covenants.

11.1.1 All representations and warranties of Davenport and/or TeleSouth made in this Agreement or in any Schedule or document delivered pursuant hereto shall be true and complete in all material respects as of the date hereof and on and as of the Closing Date as if made on and as of that date, except for changes expressly permitted or contemplated by the terms of this Agreement.

11.1.2 All of the terms, covenants and conditions to be complied with and performed by Davenport and/or TeleSouth on or prior to the Closing Date shall have been complied with or performed in all material respects.

11.2 Governmental Consents. The conditions specified in Sections 4.1 and 4.2 of this Agreement shall have been satisfied.

11.3 Adverse Proceedings. No suit, action, claim or governmental proceeding shall be pending against, and no other, decree or judgment of any court, agency or other governmental authority shall have been rendered against any party hereto which would render it unlawful, as of the Closing date, to effect the transactions contemplated by this Agreement in accordance with its terms.

11.4 Tax Opinion. At or prior to Closing, the Henleys have received an opinion acceptable to the Henleys by the CPA firm of Smith, Turner & Reeves, P.A., of Jackson,

Mississippi, or other CPA firm acceptable to the Henleys, that the completion of the transactions contemplated herein will result in only long term capital gains treatment under the Internal Revenue Code and that there will be no tax liability to the State of Mississippi or other taxing authority for the Purchase Price to be paid to the Henleys under Sections 3.1 and 3.2 of this Agreement.

11.5 Closing Deliveries. Davenport and/or TeleSouth shall have delivered or caused to be delivered to the Henleys, on the Closing Date, the Purchase Price and each of the documents required to be delivered by Davenport and/or TeleSouth pursuant to Article 13.

ARTICLE 12 FEES AND EXPENSES

12.1 Closing Expenses. Except as set forth in this agreement, each party hereto shall be solely responsible for all costs and expenses incurred by him/it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement.

12.2 Governmental Filing Fees. Davenport and the Henleys shall share equally the cost of any FCC filing fees covering the FCC Applications contemplated by Article 4.

12.3 Other Expenses. Except as expressly provided in this Agreement, the Henleys shall not be liable for any other expenses of TeleSouth, whether incurred in connection with the transactions contemplated by this Agreement or otherwise.

ARTICLE 13 CLOSING DELIVERIES

13.1 Henleys' Deliveries. At the Closing, the Henleys shall deliver or cause to be delivered to TeleSouth the following:

13.1.1 Stock certificates in TeleSouth evidencing the Henleys Stock executed in blank, respectfully, by each of the Henleys, and any other documentation as reasonably necessary to accomplish the valid assignment of said stock, free and clear of all liens and encumbrances;

13.1.2 Resignations of H. Brand Henley, Jr., Will S. Henley, II and John H. Henley as officers and directors of TeleSouth, and resignation of John H. Henley as an officer and director of WFMN Radio, Inc., all such resignations effective as of a date no later than the Closing Date.

13.1.3 Such additional information and materials as TeleSouth shall have reasonably requested.

13.2 Davenport and TeleSouth's Deliveries. At the Closing, Davenport and TeleSouth shall deliver or cause to be delivered to the Henleys the following:

13.2.1 The Purchase Price as described in Article 3 hereof; and

13.2.2 Release(s) and cancellation(s) as provided for in Section 3.6 in a form satisfactory to the Henleys; and

13.2.3 Corporate resolution or other evidence authorizing the completion of the transactions set forth herein by TeleSouth in a form satisfactory to the Henleys; and

13.2.4 Proof of insurance coverage required herein.

13.2.5 Receipt, in a form acceptable to the Henleys, by TeleSouth acknowledging receipt of stock certificates to be delivered by the Henleys as required by Section 13.1.1.

13.2.6 Such additional information and materials as the Henleys shall have reasonably requested.

ARTICLE 14 SURVIVAL OF CLOSING

14.1 Survival of Representations and Warranties. The obligations, representations and warranties contained herein, including but not limited to those set forth in Sections 3.4, 3.5, 8.4, 8.5, 8.6, 8.7, 16.14, Article 6 and Article 7 shall survive the Closing for a period of three (3) years following the Closing Date or longer if a longer period of obligation is provided for in this Agreement.

ARTICLE 15 TERMINATION RIGHTS

15.1 Termination.

15.1.1 This Agreement may be terminated by either Davenport, TeleSouth or any of the Henleys, if the party seeking to terminate is not in material default or breach of this Agreement, upon written notice to all other parties upon the occurrence of any of the following:

15.1.1.1 if the FCC denies the conveyance of the Henleys Stock as contemplated herein and such denial becomes final; or

15.1.1.2 if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement; or

15.1.1.3 if the Closing has not occurred within four (4) months after the date of this Agreement; or

15.1.1.4 if there is a material default by the other party.

15.1.2 This Agreement may be terminated by written mutual agreement of the parties hereto.

15.1.3 This Agreement may be terminated by Davenport or TeleSouth in the event TeleSouth does not obtain financing within thirty (30) days of the execution of this Agreement by all the parties as set forth in Section 10.6.

15.2 Liability. The termination of this Agreement under Section 15.1 shall not relieve any party of any liability for breach of this Agreement prior to the date of termination.

ARTICLE 16 MISCELLANEOUS PROVISIONS

16.1 Failure to Close. The Henleys, Davenport and TeleSouth each recognize and acknowledge that the By-Laws of TeleSouth, endorsements on stock certificates of TeleSouth, election of officers and directors of TeleSouth and other actions and agreements of the parties have been designed to create certain rights and protections for the parties in the operation of TeleSouth. In the event the transactions contemplated by this Agreement fail to close for any reason, the Henleys, Davenport and TeleSouth each agree that any actions of the parties taken in contemplation or furtherance of the Agreement will become null and void, and the parties agree to take such steps as necessary to reverse all such actions and to restore all corporate or business relationships of the parties to the same position and effect as they existed prior to the execution of this Agreement.

16.2 Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any party may assign his/its interest under this Agreement to any person or entity with the prior written consent of the other party(s), which consent shall not be unreasonably withheld.

16.3 Specific Performance. Davenport, TeleSouth and the Henleys agree and acknowledge that, in the event a party(s) fails to perform his/its obligation(s) under this Agreement, the non-defaulting party(s) 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.

16.4 Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

16.5 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Mississippi, without giving effect to the choice of law principles thereof.

16.6 Notices. All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery or twenty-four (24) hours after delivery to a courier service which guarantees

overnight delivery or five (5) days after deposit with the U. S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

To the Henleys, or any of them:
Henley, Lotterhos & Henley, PLLC
Attn: John H. Henley
1910 Lakeland Drive, Suite D
P. O. Box 389
Jackson, MS 39205

To Davenport and/or TeleSouth:
TeleSouth Communications, Inc.
Attn: Stephen C. Davenport
6311 Ridgewood Road
Jackson, MS 39211

With a Copy to:
Baker, Donelson, Bearman, Caldwell &
Berkowitz, PC
Attn: David P. Webb
Post Office Box 14167
Jackson, MS 39236

16.7 Counterparts; Facsimile; Scan. This Agreement may be executed in counterparts, and all counterparts together shall be deemed to be a single Agreement. Further, this Agreement may be signed and delivered by facsimile or electronic scan, and such faxed or scanned Agreements (with faxed or scanned signatures) shall be deemed to be originals.

16.8 No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

16.9 Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby; provided, however, that if the removal of the offending provision or provisions materially alters the burdens or benefits of any party, the parties agree to negotiate in good faith such modifications to this Agreement as are appropriate to insure the burdens and benefits of each party are reasonably comparable to those originally contemplated and expected.

16.10 Amendments and Waivers. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension or discharge is sought and such amendment and/or waiver of compliance is approved by the FCC to the extent required by law.

16.11 Entire Agreement. This Agreement and the ancillary documents provided for herein embody the entire agreement and understanding of the parties hereto relating to the matter provided for herein and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

16.12 Attorneys' Fees. In the event of commencement of suit by any party to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive attorneys' fees and costs of collection as the court in which such suit is brought may adjudge reasonable in addition to all other relief granted.

16.13 Time of Essence. Time is of the essence with respect to every provision of this Agreement.

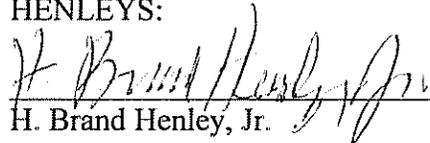
16.14 Confidentiality. Other than the contents of this Agreement, contracts, agreements, customer lists, trade secrets, corporate records, budgets and financial information concerning the business and affairs of TeleSouth that is not generally available to the public shall be considered confidential information ("Confidential Information"). The parties each agree that they shall, for a period of five (5) years from the date of Closing, hold all such Confidential Information in confidence and shall not disclose any such Confidential Information to any third party other than (i) as required to comply with the rules, regulations and policies of the FCC and other governmental authorities and as otherwise required by law, (ii) as may be reasonably beneficial to the parties, or any of them, to comply with the laws, rules, regulations and policies of the IRS, the State of Mississippi or other taxing authority, (iii) as may be required by any order of a court of competent jurisdiction, (iv) their respective counsel, accountants or other professional advisors, as reasonably beneficial to the parties, or any of them, in consulting with such advisors regarding the transactions contemplated hereby and the proceeds therefrom and (v) with respect to TeleSouth, for any purpose in the normal course of its business operations. Confidential Information made available to the public by anyone other than the Henleys shall no longer be considered Confidential Information. TeleSouth, Davenport and the Henleys further agree to take any and all reasonable precautions which may be necessary or appropriate to maintain the confidentiality of the Confidential Information provided above.

16.15 Further Assurances. Upon the reasonable request of a party to this Agreement, the other party or parties shall, after the Closing Date, execute and deliver, and cause to be executed and delivered, such assignments and other instruments as may be reasonably requested by the other party or parties to the Agreement to effectuate the purposes of this Agreement.

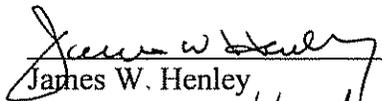
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

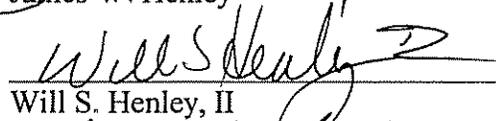
HENLEYS:



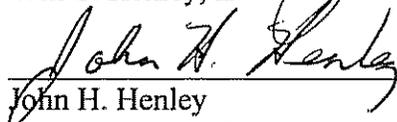
H. Brand Henley, Jr.



James W. Henley



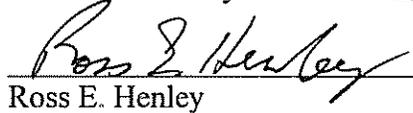
Will S. Henley, II



John H. Henley



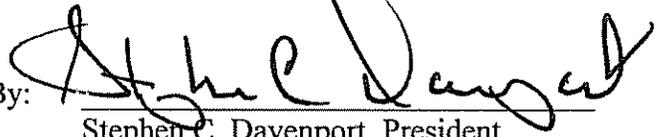
Charles P. Henley



Ross E. Henley

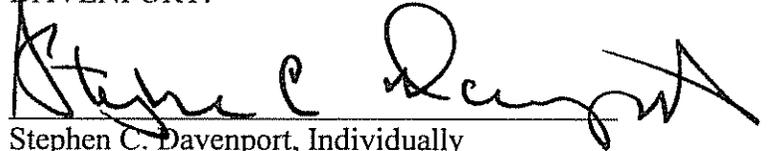
TELESOUTH:

TELESOUTH COMMUNICATIONS, INC.

By: 

Stephen C. Davenport, President

DAVENPORT:



Stephen C. Davenport, Individually