

All notices and other communications required or contemplated under the terms of this Agreement shall be in writing and shall be transmitted or delivered by (a) expedited messenger service, or (b) postage prepaid mail, addressed to the party for whom it is intended, at the address shown below.

The Sellers shall send notices and other communications as follows:

Joseph M. DiPietro
617 Northwest 20th Avenue
Gainesville, Florida 32609-3551

The Buyer shall send notices and other communications as follows:

Donald L. Smith
2748 Scott Mill Terrace
Jacksonville, FL 32257

Any assignment of this Agreement, in whole or in part, or of any interest hereunder without the other party's prior written consent, shall be void.

This Agreement, with all of the Exhibits attached hereto, constitutes the entire agreement between the Sellers and the Buyer with respect to the subject matter hereof and supersedes all previous oral or written agreements with respect to such subject matter.

This contract shall be governed by the laws of the State of Florida. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Duval County, Florida.

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective legal representatives, successors and permitted assigns.

If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it shall be only to that extent be deemed omitted, and this Agreement shall otherwise be enforced to the fullest extent permitted by law.

The Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be the original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals:

Sellers:

Buyer:

By: Donald L. Smith
Donald L. Smith

By: Harry G. Cronin
Harry G. Cronin

By: _____
Joseph M. DiPietro, President
Florida Educational Radio Inc.

By: _____
Paul Lewis