

8. MISCELLANEOUS

This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, their heirs, successors and assigns. Buyer may assign this Agreement only with the written consent of Seller.

This Asset Purchase Agreement has been executed on the the 10th day of September, A. D., 2002, in duplicate, each in the considerate as an original.

The signing of this document represents personal and corporate guarantees for each signer.

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

Accepted and Agreed to this 10th day
of September A. D., 2002

RADIO BROADCASTERS, LLC

By Kenneth R. Rainey, Sr.
KENNETH R. RAINEY, SR.
MANAGING MEMBER

By Anita Crouch
ANITA CROUCH

SELLER

Accepted and Agreed to this 10th day
of September A. D., 2002

BLAKENEY COMMUNICATIONS, INC.

By *Larry K. Blakeney*
LARRY K. BLAKENEY
PRESIDENT

By *Randall A. Blakeney*
RANDALL A. BLAKENEY
VICE PRESIDENT

BUYER

STATE OF MISSISSIPPI

COUNTY OF *Jones*

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the ____ day of September, A. D., 2002, within my jurisdiction, the within named KENNETH R. RAINEY, SR., who acknowledged to me that he is a Managing Member of the Radio Broadcaster, LLC, and that for and on behalf of the said Corporation, and as its act and deed, he executed the foregoing instrument, after first having been duly authorized by said corporation so to do.

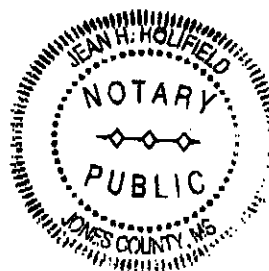
GIVEN under my hand this the 10 day of September, A. D., 2002.

Jean H. Holfield
NOTARY PUBLIC

My Commission Expires:

(SEAL)

NOTARY PUBLIC STATE OF MISSISSIPPI AT LAR
MY COMMISSION EXPIRES: Oct. 30, 2002
BONDED THRU NOTARY PUBLIC UNDERWRITERS



STATE OF MISSISSIPPI

COUNTY OF Lauderdale

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the 16th day of September, A. D., 2002, within my jurisdiction, the within named ANITA CROUCH., who acknowledged to me that she is a Member of the Radio Broadcaster, LLC, and that for and on behalf of the said Corporation, and as its act and deed, she executed the foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand this the 16th day of September, A. D., 2002.

David Persley
NOTARY PUBLIC

My Commission Expires:

My Commission Expires October 9, 2002

(SEAL)

STATE OF MISSISSIPPI

COUNTY OF JONES

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the 10th day of September, A. D., 2002, within my jurisdiction, the within named LARRY K. BLAKENEY AND RANDALL A. BLAKENEY, who each acknowledged to me that he is President and Vice President, respectively, of Blakeney Communications, Inc., and that for and on behalf of the said Corporation, and as its act and deed, they each executed the

REACH RADIO NETWORKS CONTRACT

AGREEMENT between WXXR-FM (hereinafter called Station) and REACH RADIO NETWORKS (hereinafter called RRN) as follows:

- I. **Initial Term**
This Agreement is effective as of June 15, 1999 and shall continue for twenty-four (24) months.
- II. **Fee**
Station agrees to pay \$4,800.00 for programming services provided by RRN, payable in twenty-four equal monthly installments of \$200.00. Said monthly installments shall be due on the first of each month; a late fee of 7.5% will be added for any payment not received by the 20th of the month.
- III. **Renewal**
This Agreement shall automatically renew for one-year terms unless written notice of cancellation is given three months prior to the scheduled expiration date by either RRN or Station.
- IV. **Station's Rights and Obligations**
 - A. Station shall have sole responsibility for the construction, installation, operation and maintenance of all facilities appropriate to receive RRN's signal.
 - B. RRN shall furnish to Station two (2) minutes of commercial time per hour and Station agrees to air said two (2) minutes per hour for every hour Station is operational. Said commercials will be supplied by RRN to Station through on-air programming or closed circuit feeds. Station acknowledges and agrees that its failure to clear said commercial announcements shall be a default under this agreement. Within fourteen (14) days after each standard broadcast week, Station will deliver to RRN, on forms provided by RRN, complete, accurate and duly executed reports and certificates with respect to Station's broadcasting of RRN programming and commercial announcements during each period of broadcast.
 - C. Station is responsible for blanket fees to licensing agencies. (BMI, ASCAP, SESAC)
 - D. RRN has the right to utilize the first Monday of each month as a RRN service period between 2:00AM and 4:00AM Central Time. Station will be required to fill this time. Station will be notified when service period is necessary. If additional service periods are needed, affiliates will be notified ten (10) days in advance.
 - E. Station may air as many hours of RRN programming per day as it chooses.
- V. **RRN's Rights and Obligations**
 - A. RRN or its subsidiaries, principals, or employees will not be held responsible for interruptions of programming beyond its control.
 - B. RRN will provide Station with at least ten (10) minutes per hour for advertising in affiliate breaks near the quarter hour marks.
 - C. RRN will provide Station with filler commercials, P.S.A.'s or music during affiliate breaks if Station chooses not to break away at that time.
 - D. RRN agrees not to grant the right to broadcast RRN programming to any radio station whose city of license is located within the 1.0 mv/M contour of Station as reflected on the coverage map of Station currently on file with the FCC and attached hereto.

09/03/99 16:41 2503 2070

6-01-1999 11:38PM

FROM SOLID_GOSPEL 6152514894

E. RBN has the option to terminate this Agreement or suspend service of its programming ten days after notice to Station upon the occurrence of the following:

1. Station's failure to pay any charges due or its failure to perform any of its obligations as set forth herein;
2. Station's change of transmitter location, power, frequency or hours of operation;
3. Station's loss of license;
4. Station's cessation of operations for any reason or its failure to maintain the equipment necessary to receive RBN's signal;
5. Station's failure to maintain acceptable quality of broadcasting and/or programming compatible with RBN's standards.

F. RBN has the right to enter Agreements with other stations within the Station's exclusive market upon failure of Station to pay charges due or failure to perform any of its obligations set forth herein and it is expressly understood by station that failure to pay charges due or perform obligations as set out herein will result in loss of its exclusive right to use RBN in its market and RBN may allow other stations in the market to use RBN broadcast and services.

G. RBN may file suit to enforce its rights under this Agreement. In the event of litigation RBN shall be entitled to recover attorney fees and all costs incurred in the enforcement of the terms of this agreement.

H. For all purposes concerning this agreement, it is hereby agreed by the parties that this contract has been negotiated pursuant to the laws of the State of Tennessee. It is agreed the Courts of Tennessee have jurisdiction over any lawsuit arising hereunder, and it is further agreed all lawsuits to enforce this Agreement, whether filed by RBN or Station, will be brought exclusively in Davidson County, Tennessee, where RBN broadcast facilities are located. All actions shall be governed by Tennessee law.

VI. Translators

Station will, upon signing this Agreement, inform RBN in writing of any existing or pending translators carrying its signal. Station will not, without the prior written approval of RBN, grant permission for any translator facility to rebroadcast the Program.

VII. Successor Broadcasters

This Agreement is binding on Station, its affiliates and assigns. Station shall give written notice to RBN of the transfer to its FCC license upon filing for approval with the FCC. If the purchaser, assign or transferee does not agree in writing to be bound by this Agreement, then seller of Station shall remain liable hereunder for contract term.

FILE MEMORANDUM

TO: WMXI-FM
RE: Change of Call letters
DATE: November 9, 2001

This station's call letters has been changed to WXHB-FM. All contracts remain in effect as agreed to between Solid Gospel and WMXI-FM.

09/15/2002 10:47 6152514894

08/08/99 14:43 6152514894

DALEH MUSIC NETWORK

6-01-1999 11:39PM

FROM SOLID_GOSPEL 6152514894

WMXI-
 Station
98.1 (3KW)

Frequency/Power
"STUDIO"
113 - FAIRFIELD DRIVE
 Street Address

HATTESBURG, MS
 City, State, Zip

(601) 261-0898
 Phone

Ken Ramsey Jr.
 Authorized Signature - Owner/Manager

6/3/99
 Date

REACH RADIO NETWORK

220 Great Circle Road

Suite 132

Nashville, TN 37228

800-742-9969

615-251-4094 Fax

[Signature]
 REACH RADIO NETWORK
 Authorized Signature

BILLING ADDRESS

WMXI-RADIO

P.O. Box 3160

MERIDIAN, MS 39301

(601) 693-9898

479-6491 (CALL THIS # FIRST)