

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement" or "APA") is made as of this ____ day of September, 2009, by and between Partnership Broadcasting, Inc., a _____ corporation ("Seller"), and M&M Broadcasters, Ltd., a Texas limited partnership ("Buyer").

Recitals

A. WHEREAS, Seller is the licensee of AM radio broadcast station KEAS, Eastland, Texas (FCC Facility Identification Number 70621) (the "Station"); and

B. WHEREAS, Seller is willing to sell and Buyer desires to purchase certain property and assets of Seller used or useful in the operation of the Station and to obtain an assignment of the licenses and permits issued by the Federal Communications Commission (hereinafter referred to as the "FCC") for the operation of the Station, and of other licenses, permits or authorizations issued by any regulatory agency in connection therewith; and

C. WHEREAS, the licenses issued by the Commission for the operation of the Station may not be assigned by Seller to Buyer without prior written consent of the FCC.

Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1: PURCHASE OF ASSETS

1.1 Station Assets. On the terms and subject to the conditions hereof, on the APA Closing Date (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller assets, properties, interests and rights of Seller, which are used or useful in the operation of the Station and specifically described in this Section 1.1, but excluding the Excluded Assets as hereafter defined (the "Station Assets"):

(a) all licenses, permits, tower registrations and other authorizations which are currently issued to Seller by the FCC with respect to the Station (the "FCC Licenses") and described on Schedule 1.1(a), including any renewals or modifications thereof between the date hereof and Closing, and any pending application for construction permit for minor modification of any of the Station' facilities;

(b) (the "Tangible Personal Property");

(c) all of the files, documents, records, and books of account (or copies thereof) relating exclusively to the operation of the Station, including but not limited to the Station's local

public inspection file, programming information and studies, blueprints, technical information and engineering data, promotional studies, marketing and demographic data, and logs; and

(d) the Station's call letters and other intellectual property, including without limitation all jingles, trademarks, copyrights, slogans, and promotional materials.

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens") except (i) liens for taxes not yet due and payable and for which Buyer receives a credit pursuant to Section 3.2, and (ii) such liens, easements, rights of way, building and use restrictions, exceptions, reservations and limitations that do not in any material respect detract from the value of the property subject thereto or impair the use thereof in the ordinary course of the business of any of the Station (collectively, "Permitted Liens").

1.2 Excluded Station Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include any of the following assets or any rights, title and interest therein (the "Excluded Assets"):

(a) all cash and cash equivalents of Seller, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, asset or money market accounts and all such similar accounts or investments;

(b) Seller's name, minute books, charter documents and such other books and records as pertain to the organization, existence or capitalization of Seller, duplicate copies of the records of the Station, Seller's tax records and all records not relating to the operation of the Station;

(c) any pension, profit sharing or other employee benefit plan or arrangement and the assets thereof, if any, pertaining to the Station's employees;

(d) all claims, rights and interest of Seller to any (i) refund of taxes or fees of any nature whatsoever or (ii) deposits or utility deposits, which in each case relate solely to the period prior to the APA Closing Date;

(e) all Personal Property not specifically listed in Schedule 1.1(a);

(f) all contracts of Seller not assumed by Buyer; and

(g) contracts of insurance, including the cash surrender value thereof, and all insurance proceeds or claims made by Seller prior to the APA Closing Date

ARTICLE 2: DISCLAIMER OF OTHER OBLIGATIONS.

Except as specifically provided in this Agreement, Buyer does not assume or agree to discharge or perform and will not be deemed by reason of the execution and delivery of this

Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed or to have agreed to discharge or perform, any liabilities, obligations or commitments of Seller of any nature whatsoever whether accrued, absolute, contingent or otherwise and whether or not disclosed to Buyer. Buyer assumes no responsibility for Seller's employees or any benefits owing to any such employees.

ARTICLE 3: PURCHASE PRICE

3.1 Purchase Price. In consideration for the sale of the Station Assets to Buyer, Buyer shall deliver to Seller an aggregate purchase price of Ninety Thousand Dollars (\$90,000), payable as follows, subject to the adjustments and prorations described below (the "Purchase Price") as set forth below:

(a) Escrow Deposit. As of the signing of this Agreement, Buyer shall deposit the sum of Five Thousand Dollars (\$5,000.00) in an escrow account (the "Escrow Deposit") held by _____ (the "Escrow Agent"), in accordance with an Escrow Agreement (the "Escrow Agreement") a copy of which is attached as Schedule 3.1(a). When the Escrow Deposit is distributed to Seller at the APA Closing, any accrued interest on the Escrow Deposit shall be paid to Buyer. If this Agreement is terminated by Seller due to Buyer's failure to consummate the APA Closing on the APA Closing Date, or if this Agreement is otherwise terminated by Seller pursuant to Section 15.1(c), and Seller elects not to seek specific performance of this Agreement, or if this Agreement is terminated by Seller pursuant to Sections 15.1(d), (e), and/or (f), and the failure of FCC approval of the FCC application is due to Buyer's failure to provide requested information to the FCC, its willful provision of incomplete, false, or misleading information to the FCC, or Buyer's solicitation of a protest against the FCC Application, the Escrow Deposit and any interest accrued thereon shall be disbursed to Seller. If this Agreement is terminated for any other reason, the APA Deposit and any interest accrued thereon shall be disbursed to Buyer.

(b) APA Closing. Upon closing on the transactions contemplated herein for the sale by Seller and purchase by Buyer of the Station Assets (the "APA Closing"), Buyer shall execute instructions to the Escrow Agent to release the Escrow Deposit to Seller, shall pay to Seller in cash, by certified check, or by wire transfer of immediately available funds the sum of Eighty-Five Thousand Dollars (\$85,000).

3.2 Prorations and Adjustments. Except as otherwise provided herein, all deposits, reserves, and utility costs relating to the Station Assets shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles as of 11:59 p.m. on the date immediately preceding the APA Closing Date. As to those prorations and adjustments not capable of being ascertained on the APA Closing Date, an adjustment and proration shall be made within sixty (60) calendar days of the APA Closing Date.

3.3 Allocation. The Purchase Price shall be allocated among the Station Assets in a

manner as agreed between the parties at the APA Closing, with Seller delivering to Buyer its proposed allocation schedule no later than ten (10) days following the APA Closing. If Seller and Buyer are unable to reach an agreement with regard to the allocation, then the allocation shall be made in accordance with an appraisal of the Station Assets performed by an independent and neutral appraiser to be mutually agreed upon between Seller and Buyer and paid for equally by Seller and Buyer. Seller and Buyer agree to use the allocations determined pursuant to this Section 3.3 for all tax purposes.

ARTICLE 4: TIMING OF CLOSING

The APA Closing shall take place on a date mutually agreeable to Seller and Buyer, but no later than (i) December 7, 2009, or (ii) five (5) business days after the FCC's grant of consent to the assignment of the FCC Licenses (the "FCC Consent"). The APA Closing may take place either in person at a location to be mutually agreed upon between Seller and Buyer or by wire transfers of Federal funds and through an exchange of documents by facsimile and overnight courier.

ARTICLE 5: GOVERNMENTAL CONSENTS

5.1 FCC. Within five (5) business days after execution of this Asset Purchase Agreement, Seller and Buyer shall join in and file with the FCC applications seeking consent to the assignment of the FCC Licenses for the Station (the "FCC Applications"). Seller and Buyer shall diligently prosecute the FCC Applications and shall seek a prompt grant of the FCC Applications.

5.2 General. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement, the FCC Applications or the transactions contemplated hereby, and shall promptly respond to all requests for further information received from the FCC or governmental agency with regard to the FCC Applications. Buyer and Seller shall furnish each other with such information and assistance as such the other may reasonably request in connection with their preparation of any governmental filing hereunder. If Buyer or Seller becomes aware of any fact relating to it which would prevent or delay the FCC Consent, it shall promptly notify the other thereof and use its reasonable best efforts to remove such impediment.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby makes the following representations and warranties to Seller:

6.1 Organization and Standing. Buyer is duly organized, validly existing and in good standing under the laws of the State of Texas and is qualified to do business in the State of Texas. Buyer has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the "Buyer Ancillary Agreements"), to consummate the transactions

contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

6.2 Authorization. The execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by all necessary actions of Buyer and do not require any further authorization or consent of Buyer. This Agreement is, and each Buyer Ancillary Agreement when executed and delivered by Buyer and the other parties thereto will be, a legal, valid and binding agreement of Buyer enforceable in accordance with its respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

6.3 No Conflicts. Neither the execution and delivery by Buyer of this Agreement and the Buyer Ancillary Agreements nor the consummation by Buyer of any of the transactions contemplated hereby or thereby nor compliance by Buyer with or fulfillment by Buyer of the terms, conditions and provisions hereof or thereof will: (i) conflict with any organizational documents of Buyer or any law, judgment, order or decree to which Buyer is subject; or (ii) require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, except the FCC Consent.

6.4 Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Act of 1934, as amended (the "Communications Act") and the rules, regulations and policies of the FCC. There are no facts that would, under existing law and the existing rules, regulations, policies and procedures of the FCC, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Station, and Buyer's qualification does not require the divestiture of any other media interest. There is no action, suit or proceeding pending or threatened against Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect Buyer's ability to perform its obligations hereunder. Buyer will have available on the Closing Date sufficient funds to enable it to consummate the transactions contemplated hereby in the manner specified herein.

6.5 Brokers. No broker, finder or other person has been engaged by Buyer or is entitled to a commission, brokerage fee or other similar payment from Buyer in connection with this Agreement or the transactions contemplated hereby as a result of any action or agreement by Buyer.

6.6 Full Disclosure. No representation or warranty made by Buyer in this Agreement or in any document or other instrument furnished or to be furnished by Buyer pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact and required to make any statement made herein or therein not misleading.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer:

7.1 Organization. Seller is duly organized, validly existing and in good standing under the laws of the State of Texas and is qualified to do business in the State of Texas. Seller has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Seller pursuant hereto (collectively, the “Seller Ancillary Agreements”), to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

7.2 Authorization. The execution, delivery and performance of this Agreement and the Seller Ancillary Agreements have been duly authorized and approved by all necessary actions of Seller. This Agreement is, and each Seller Ancillary Agreement when executed and delivered by Seller and the other parties thereto will be, a legal, valid and binding agreement of Seller, enforceable in accordance with its respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors’ rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

7.3 No Conflicts. Neither the execution and delivery by Seller of this Agreement and the Seller Ancillary Agreements nor the consummation by Seller of any of the transactions contemplated hereby or thereby nor compliance by Seller with or fulfillment by Seller of the terms, conditions and provisions hereof or thereof will: (i) conflict with any organizational document of Seller or any law, judgment, order, or decree or contract to which Seller is subject; or (ii) require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, except the FCC Consent and as provided in Section 7.4 herein.

7.4 Consents. Except the FCC Consent, and co-operation in other filings as described herein, neither the execution and delivery of this Agreement by Seller nor the consummation by Seller of the transactions contemplated hereby, nor compliance by Seller with any provisions of this Agreement will require any filing with, or the obtaining of any permit, authorization, consent or approval of, any governmental or regulatory authority or any third party.

7.5 Litigation; Compliance with Law. Except as specified on Schedule 7.5, there is no application, action, suit, investigation, claim, arbitration, proceeding or litigation pending or, to Seller’s knowledge, threatened against or involving Seller, the Station Assets, the Station or the business or operations of the Station, at law or in equity, or before or by any court, arbitrator or governmental authority. The Station is not operating under or subject to any order, judgment, decree or injunction of any court, arbitrator or governmental authority. To the knowledge and

belief of Seller, the Station is in compliance in all material respects with all laws, ordinances, regulations, awards, orders, judgments, decrees and injunctions applicable to the Station Assets. To the knowledge and belief of Seller, the Station is in compliance, in all material respects, with all FCC rules and policies concerning human exposure to radio frequency radiation.

7.6 Title to Assets; Sufficiency of Assets. Seller has good and valid title to all the Station Assets free and clear of all Liens other than Permitted Liens.

7.7 FCC Licenses and Operation of the Station. Schedule 1.1(a) contains a true and complete list of all FCC Licenses. The FCC Licenses set forth on Schedule 1.1(a) are valid and in full force and effect and there are no orders, or to Seller's knowledge, complaints, proceedings or investigations pending or threatened, which could result in the revocation, suspension or limitation of the FCC Licenses. The operations of the Station are in all material respects in accordance with the FCC Licenses, the Communications Act of 1934, as amended, and rules and regulations of the FCC covering operation of the Station.

7.8 Brokers. No broker, finder or other person has been engaged by Seller or is entitled to a commission, brokerage fee or other similar payment from Seller in connection with this Agreement or the transactions contemplated hereby as a result of any action or agreement by Buyer.

7.9 Full Disclosure. No representation or warranty made by Seller in this Agreement or in any document or other instrument furnished or to be furnished by Seller pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact required to make any statement made herein or therein not misleading. There are no contingent or undisclosed liabilities; and in the event that there are any contingent or undisclosed liabilities, Seller will be solely liable for any and all of them.

ARTICLE 8: COVENANTS OF SELLER

Seller covenants and agrees with respect to the Station that, between the date hereof and Closing, except as permitted by this Agreement or otherwise with the prior written consent of Buyer, Seller shall:

8.1 subject to Special Temporary Authority to remain silent sought from the FCC and repair of the Station's transmitter to return it to operational status, operate the Station in the normal and usual manner in accordance with each station's licenses and/or permits; all rules, regulations, and policies of the Commission; the Communications Act of 1934, as amended; and all other applicable laws, regulations, and policies of the FCC and other governmental agencies; and shall conduct the business of each and all of the Station only in the ordinary course; and

8.2 if Seller receives any finding, order, complaint, citation, or notice prior to Closing which states that any aspect of any of the Station's operations violates any rule or regulation of

the Commission or of any other governmental authority (an “Administrative Violation”), Seller shall notify Buyer of the Administrative Violation, and use its best reasonable efforts to remove or correct the Administrative Violation.

ARTICLE 9: OTHER COVENANTS

Buyer and Seller hereby covenant and agree that between the date hereof and

Closing:

9.1 Co-operation. Subject to express limitations contained elsewhere herein, each party (i) shall co-operate fully with one another in taking any reasonable actions (including without limitation, reasonable 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, including but not limited to the prompt satisfaction of any condition to Closing set forth herein, and (ii) shall not take any action that conflicts with its obligations hereunder or that causes its representations and warranties to become untrue in any material respect.

9.2 Control of Station. Buyer shall not, directly or indirectly, control the operations of the Station prior to Closing. Such operations, including complete control, supervision, and direction of all programs, employees and policies, shall be the sole responsibility of Seller.

9.3 Confidentiality. Each party agrees that any and all information learned or obtained by it from the other, whether or not directly related to the transactions contemplated herein, shall be confidential, and each party agrees not to disclose any such information to any person whatsoever other than as is necessary for the purpose of effectuating the transaction contemplated by this Agreement.

ARTICLE 10: CONDITIONS OF CLOSING BY BUYER

The obligations of Buyer hereunder are, at its option, subject to satisfaction, at or prior to the APA Closing, of each of the following conditions:

10.1 Representations, Warranties and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the APA Closing Date except for changes permitted or contemplated by the terms of this Agreement, and all covenants and agreements to be complied with and performed by Seller under this Agreement at or prior to the APA Closing shall have been complied with or performed in all material respects. Buyer shall have received a certificate dated as of the Closing Date from Seller to the effect that the conditions set forth in this Section have been satisfied.

10.2 FCC Consent. The FCC Consent shall have been granted without the imposition on Buyer of any materially adverse conditions (i.e., conditions other than standard conditions and

instructions pre-printed on FCC Form 732) requiring Buyer's compliance, and Seller shall have complied with any conditions imposed on it by the FCC Consent.

10.3 No Governmental Proceedings. No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any Party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby.

ARTICLE 11: CONDITIONS OF CLOSING BY SELLER

The obligations of Seller hereunder are, at its option, subject to satisfaction, at or prior to Closing, of each of the following conditions:

11.1 Representations, Warranties and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects. Seller shall have received a certificate dated as of the Closing Date from Buyer, to the effect that the conditions set forth in this Section have been satisfied.

11.2 FCC Consent. The FCC Consent shall have been granted without the imposition on Seller of any materially adverse conditions (i.e., conditions other than standard conditions and instructions pre-printed on FCC Form 732) requiring Seller's compliance, and Buyer shall have complied with any conditions imposed on it by the FCC Consent.

11.3 Purchase Price/Other Payments. The Purchase Price shall be paid in the amount and manner set forth in Section 3 of this Agreement.

11.4 No Government Proceedings. No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any Party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby.

ARTICLE 12: EXPENSES

Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except that (i) any sales taxes due on the transaction shall be the responsibility of Seller or Buyer according to local custom; and (ii) all FCC filing fees shall be

paid equally by Buyer and Seller. The parties recognize that one party must initially pay the filing fee, and the party not initially paying the filing fee agrees to reimburse the amount equal to one-half of the filing fee as an adjustment at Closing.

ARTICLE 13: DOCUMENTS TO BE DELIVERED AT CLOSING

13.1 Seller's Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer:

(i) certified copies of company resolutions authorizing its execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby;

(ii) the certificate described in Section 10.1;

(iii) instructions to the Escrow Agent pursuant to the provisions of Section 3.1, above;

(iv) a Certificate of Good Standing from the State of Texas;

(v) an Incumbency Certificate, signed by appropriate officers of Seller, certifying as to the authenticity of signatures of the officers of Seller;

(vi) such bills of sale, assignments, documents of title and other instruments of conveyance, assignment and transfer executed by Seller as may be necessary to convey and transfer and assign the Station Assets to Buyer, free and clear of Liens, except for Permitted Liens.

13.2 Buyer's Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller:

(i) certified copies of resolutions authorizing its execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby; and a good standing certificate for Buyer issued by the Secretary of State of Texas;

(ii) the certificate described in Section 11.1;

(iii) the Purchase Price and instructions to the Escrow Agent, pursuant to the provisions of Section 3.1, above; and

(iv) an Incumbency Certificate, signed by appropriate officers of Buyer, certifying as to the authenticity of signatures of the officers of Buyer.

ARTICLE 14: SURVIVAL; INDEMNIFICATION

14.1 Survival. The covenants, agreements, representations and warranties in this Agreement shall survive Closing for a period of one (1) year from the Closing Date whereupon they shall expire and be of no further force or effect, except those under this Article 14 that relate to Damages (defined below) for which written notice is given by the indemnified party to the indemnifying party prior to the expiration, which shall survive until resolved.

14.2 Indemnification.

(a) From and after the Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from: (i) any breach or default by Seller under this Agreement; (ii) the Excluded Assets; or (iii) the business or operation of the Station before Closing; provided, however, that Seller shall have no liability to Buyer hereunder until, and only to the extent that, Buyer's aggregate Damages exceed Ten Thousand Dollars (\$10,000).

(b) From and after the Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from: (i) any breach or default by Buyer under this Agreement; or (ii) the business or operation of the Station pursuant to the TBA and/or after Closing; provided, however, that Buyer shall have no liability to Seller hereunder until, and only to the extent that, Seller's aggregate Damages exceed Ten Thousand Dollars (\$10,000).

14.3 Procedures. The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder against the indemnifying party (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following additional terms and conditions:

(a) The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim.

(b) In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within twenty (20) days after written notice (which shall include sufficient description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or

opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding: (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim; (ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the indemnified party of a release from all liability in respect of such Claim; and (iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel or other representatives concerning such Claim and the indemnifying party and the indemnified party and their respective counsel or other representatives shall co-operate in good faith with respect to such Claim.

(d) All claims not disputed shall be paid by the indemnifying party within forty-five (45) days after receiving notice of the Claim. "Disputed Claims" shall mean claims for Damages by an indemnified party which the indemnifying party objects to in writing within forty-five (45) days after receiving notice of the Claim. In the event there is a Disputed Claim with respect to any Damages, the indemnifying party shall be required to pay the indemnified party the amount of such Damages for which the indemnifying party has, pursuant to a final determination, been found liable within twenty (20) days after there is a final determination with respect to such Disputed Claim. A final determination of a Disputed Claim shall be (i) a judgment of any court determining the validity of a Disputed Claim, if no appeal is pending from such judgment and if the time to appeal therefrom has elapsed; (ii) an award of any arbitration determining the validity of such disputed claim, if there is not pending any motion to set aside such award and if the time within which to move to set aside such award has elapsed; (iii) a written termination of the dispute with respect to such claim signed by the parties thereto or their attorneys; (iv) a written acknowledgment of the indemnifying party that it no longer disputes the validity of such claim; or (v) such other evidence of final determination of a disputed claim as shall be acceptable to the parties. No undertaking of defense or opposition to a Claim shall be construed as an acknowledgment by such party that it is liable to the party claiming indemnification with respect to the Claim at issue or other similar Claims.

ARTICLE 15: TERMINATION

15.1 Termination. This Agreement may be terminated at any time prior to Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller (i) does not satisfy the material conditions or perform the material obligations to be satisfied or performed by it on the

APA Closing Date; or (ii) Seller otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);

(c) by written notice of Seller to Buyer if Buyer (i) does not satisfy the material conditions or perform the material obligations to be satisfied or performed by it on the APA Closing Date; or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);

(d) by written notice of Buyer to Seller, or by Seller to Buyer, if the FCC dismisses or denies the FCC Application;

(e) by written notice of Seller to Buyer, or of Buyer to Seller, if the APA Closing shall not have been consummated before the first anniversary of the date on which the FCC accepts for filing the FCC Application; or

(f) by written notice of Seller to Buyer, or of Buyer to Seller, if the FCC designates the Application for hearing, if the terminating Party shall not be in default under the provisions of this Agreement; provided that the terminating Party shall not be entitled to terminate this Agreement if the hearing results from or was caused by (i) any failure on the part of such Party to furnish or make available to the Commission information required to be supplied by such Party, or (ii) the willful furnishing by such Party of incorrect, inaccurate or incomplete information to the Commission, or (iii) a protest resulting from the solicitation of such protest by the Party seeking to terminate this Agreement.

The term “Cure Period” as used herein means a period commencing on the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) ten (10) days thereafter or (ii) the APA Closing Date, whichever is shorter; provided, however, that if the breach or default cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date, except as provided hereunder at Section 16.1. The termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Article 12 (Expenses) shall survive any termination of this Agreement.

15.2 Remedies. The parties recognize that if either party defaults (“the Breaching Party”) under this Agreement and as a result a party terminates this Agreement, monetary damages alone will not be adequate to compensate the non-breaching party (“Non-Breaching Party”) for its injury. Such Non-Breaching Party shall therefore be entitled to obtain specific performance of the terms of this Agreement in lieu of, and not in addition to, any other remedies,

including but not limited to monetary damages, that may be available to it; provided however, that Seller may elect to recover liquidated damages, as defined in Section 15.3 hereinbelow, in lieu of obtaining specific performance. If any action is brought by the Non-Breaching Party to enforce this Agreement, the Breaching Party shall waive the defense that there is an adequate remedy at law. In the event of a default by the Breaching Party which results in the filing of a lawsuit for damages, specific performance, or other remedy, the Non-Breaching Party shall be entitled to reimbursement by the Breaching Party of reasonable legal fees and expenses incurred by the Non-Breaching Party, provided that the Non-Breaching Party is successful in such lawsuit.

15.3 Liquidated Damages. If Seller terminates this Agreement due to Buyer's breach of its obligations, or if this Agreement is otherwise terminated by Seller pursuant to Section 15.1(c), or pursuant to Section 15.1(d) if the FCC Application is dismissed or denied as a result of Buyer's ineligibility to acquire the Station under the FCC's rules or policies, then the Escrow Deposit and any interest accrued thereon shall be paid to Seller, and such payment shall constitute liquidated damages. It is understood and agreed that such liquidated damages amount represents Buyer's and Seller's reasonable estimate of actual damages and do not constitute a penalty.

ARTICLE 16: MISCELLANEOUS PROVISIONS

16.1 Risk of Loss. Seller shall bear the risk of all damage to, loss of or destruction of any of the Station Assets between the date of this Agreement and the APA Closing Date. If any material portion of the Station Assets shall suffer any material damage or destruction prior to the APA Closing Date, Seller shall promptly notify Buyer in writing of such damage or destruction. If such restoration, repair or replacement is not accomplished prior to the APA Closing Date, Seller may extend the closing date for a period not to exceed ninety (90) days; notwithstanding the foregoing, Buyer may elect to go forward with the APA Closing, in which event Seller shall pay to Buyer the amount of any deductible under applicable insurance and assign to Buyer all of Seller's rights under applicable insurance policies.

16.2 Further Assurances. After the Closing, Seller shall from time to time, at the request of and without further cost or expense to Buyer, execute and deliver such other instruments of conveyance and transfer and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby to vest in Buyer good title to the Station Assets, and Buyer shall from time to time, at the request of and without further cost or expense to Seller, execute and deliver such other instruments and take such other actions as may reasonably be requested in order more effectively to relieve Seller of any obligations being assumed by Buyer hereunder.

16.3 Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, which shall not be unreasonably withheld. All covenants, agreements, statements, representations, warranties and indemnities in this Agreement by and on behalf of any of the parties hereto shall bind and inure to the benefit of their respective

successors and permitted assigns of the parties hereto.

16.4 Amendments. 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.

16.5 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.

16.6 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Texas without giving effect to the choice of law provisions thereof. Venue shall be in Johnson County, Texas.

16.7 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, including by facsimile, and shall be deemed to have been received on the day of such facsimile or on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, and shall be addressed as follows (or to such other address as any party may request by written notice):if to Buyer:

Gary L. Moss
M&M Broadcasters, Ltd.
P.O. Box 1629
Cleburne, Texas 76033
Fax: 817-645-6644

With a copy (which shall not constitute notice) to:

Anne Goodwin Crump, Esquire
Fletcher, Heald & Hildreth, P.L.C.
1300 N. 17th Street
Eleventh Floor
Arlington, Virginia 22209
Fax: 703-812-0486

if to Seller:

Chuck Statler
P.O. Box 2482
Abilene, Texas 79604
Fax:

16.8 Counterparts. This Agreement may be executed in one or more counterparts, each

of which will be deemed an original and all of which together will constitute one and the same instrument.

16.9 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.

16.10 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.

16.11 Bulk Transfer Laws. Buyer hereby waives compliance with the provisions of any applicable bulk transfer laws.

16.12 Time is of the Essence. Time shall be of the essence in this Agreement and the performance of each and every provision hereof.

16.13 Co-operation. Seller and Buyer shall co-operate fully with each other in connection with any steps required to be taken under this Agreement and will use their respective best efforts to perform or fulfill all conditions and obligations to be performed or fulfilled by them under this Agreement.

16.14 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein. This Agreement does not supersede any confidentiality agreement relating to the Station.

[SIGNATURE PAGE FOLLOWS]

Delested: (0012207-1)

By: Gary L. Moss, President of
General Partner, M&M Broadcasting Co.

BUYER: **M&M BROADCASTERS, LTD.**

Seller: **PARTNERSHIP BROADCASTING, INC.**
By: Charles W. Hottle
Title: Vice President/Secretary

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Seller:

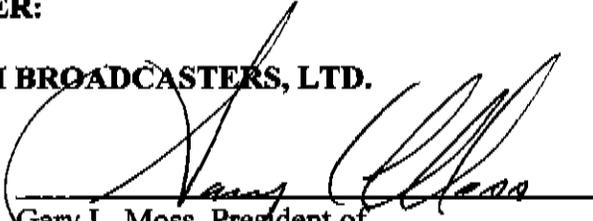
PARTNERSHIP BROADCASTING, INC.

By: _____

Title: _____

BUYER:

M&M BROADCASTERS, LTD.

By: 

Gary L. Moss, President of
General Partner, M&M Broadcasting Co.

Schedule 1.1(a)

KEAS(AM), Facility ID No. 70621, as renewed by File No. BR-20050308AAH

Schedule 1.1(b)

GATES 500 Watt Transmitter in its present, as-is condition
MODEL #: M4549
SERIAL#: 23491

20
Schedule 7.5

Judgment in case with BMI.