

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement"), is made as of the 30 day of September, 2010, by and between Big Country of Missouri, Inc., a Missouri Corporation, and Bittersweet Broadcasting, Inc., a Missouri Corporation, Sellers and Billings Broadcasting, LLC, a Missouri Limited Liability Company, hereinafter referred to as Purchaser.

WITNESSETH:

WHEREAS, Sellers wish to sell to Purchaser certain assets of Sellers, and Purchaser wishes to purchase such assets from Sellers and is willing to assume certain stated liabilities of Sellers, all on the terms and conditions hereinafter set forth, and

WHEREAS, in addition to the sale of assets, Sellers wish to transfer and assign to Purchaser licenses, permits and authorizations (the "Station Licenses") issued to Sellers by the Federal Communications Commission (the "FCC" or the "Commission"); and

WHEREAS, the transfer and assignment of such licenses, permits and authorizations is subject to the prior approval of the Commission.

NOW, THEREFORE, in consideration of the warranties, representations, mutual covenants and agreements of the parties herein made, and the mutual benefits to be derived from this Agreement, the parties hereto hereby agree as follows:

ARTICLE I

Purchase of Business Assets

Except as otherwise specifically provided in this Agreement, Sellers will validly transfer, assign, convey and deliver to Purchaser, and Purchaser will accept and acquire, on the Closing Date (as hereinafter defined), free from all liens and encumbrances except as may be specified in this Agreement: (i) all of the tangible property and assets of the Sellers used in the operation of Radio Stations KWRT and KWJK (the "Stations"), including without limitation those assets set forth on Exhibit A, attached hereto and incorporated herein by reference (with only such changes thereto as shall have occurred in the ordinary course of business from September __, 2010, to the Closing Date or as otherwise permitted by this Agreement), (ii) all contracts, other than for the sale of broadcast time, with respect to operation of the Stations, including maintenance and supply contract, network affiliation agreements and news and wire service contracts, as specified in Exhibit B,

attached hereto and incorporated herein by reference, (iii) all contracts for the sale of broadcast time on the Stations which are valid and enforceable at the Closing Date, provided, however, that all such contracts shall have been entered into in the normal course of business of the Stations, (iv) all licenses, permits or authorizations issued by the FCC or any other regulatory agency which are used or useful in the operation of the Stations, (v) Sellers' business records, logs and technical records relating to the operation of the Stations (but not including corporate, financial or other records pertaining to the internal affairs of Sellers, except as otherwise provided in this Agreement), customer lists and rights to telephone numbers and directory listings, (vi) the duty to collect certain of Sellers' accounts receivable as specifically provided in paragraph 7.3, and (vii) the real property described in Exhibit C, attached hereto and incorporated herein by reference, consisting of approximately five acres of land, improvements thereon, including the studio and transmitter building and tower, and all benefits appurtenant thereto, including utility deposits. All of the assets purchased pursuant to this Article are hereinafter referred to as the "Purchased Assets".

The month in which FCC approval is received, Purchaser will receive all of that month's receivables and pay all of that month's expenses, and closing will be as set out in paragraph 4.1 after FCC approval. Utility deposits will be returned to the Sellers.

ARTICLE II

Assumption of Liabilities

Purchaser will assume and pay, and otherwise satisfy as the same become due, all obligations and liabilities accruing on or after the Closing Date pursuant to those contracts described in clauses (ii) and (iii) of Article I. Purchase shall assume or otherwise be responsible for any other debts, liabilities or obligations of Sellers as herein set out, Purchaser shall indemnify and hold Sellers harmless from any and all such debts, liabilities and obligations, except as herein set out.

ARTICLE III

Payment of Purchase Price

The consideration to be paid by Purchaser to Sellers for assignment of the contracts specified in Exhibit B shall be Purchaser's assumption of the obligations under those contracts. The consideration for the balance of the Purchased Assets (the "Purchase Price") shall be paid by Purchaser at the rate of Three Thousand Six Hundred and NO/100 (\$3,600.00) Dollars per month

for 240 months or for the lifetime of the longer liver of Richard L. Billings and Patricia A. Billings. If payments called for herein are 90 days late, Billings Broadcasting, LLC, will have 30 days to cure the default.

In the event Purchaser sells the Radio Stations, herein the subject of this Agreement, within 5 years of the date hereof, 30% of the profit from the sale, declining by 2% each year, then 20% for 5 years declining at the rate of 2% per year then 10% for 5 years declining at the rate of 2% per year. shall be paid to Richard L. Billings and Patricia A. Billings.

ARTICLE IV

Closing

4.1 Closing. Closing of the transactions provided for herein shall take place no later than the last business day of the month following the date an order of the Federal Communications Commission ("FCC") giving its written consent to each application referred to in paragraph 7.5 hereof has become a "Final Order" or on such other date as the parties may mutually agree. For the purpose of this Agreement, a Final Order shall be an order of the FCC that is no longer subject to rehearing, reconsideration or review by the FCC, or to appeal to or review by any court under the Communications Act of 1934, as amended, or the Rules and Regulations of the FCC. The date and event of such closing are, respectively, herein referred to as the "Closing Date" and the "Closing".

4.2 Time and Place. The Closing shall be held at a mutually convenient time on the Closing Date, at the offices of Williams, Reesman & Tate, 527 East High Street, P.O. Box 44, Boonville, Missouri 65233, or such other place as shall be mutually agreed upon.

4.3 Closing Documents.

(a) At the Closing, Seller shall deliver the following:

(i) To Purchaser, such instrument or instruments of assignment, transfer and conveyance as shall be satisfactory to Purchaser and reasonably necessary to vest in Purchaser title, of the nature hereinbefore specified, to the Purchased Assets; and all keys and immediate possession and custody of the Purchased Assets;

(ii) To Purchaser, all certificates and other documents required to be delivered as a condition precedent to Purchaser's fulfillment of its obligations hereunder; and any payment by Sellers pursuant to paragraph 7.6; and

(iii) To Purchaser, a current list of all Accounts Receivable for purposes of paragraph 7.3.

(b) At the Closing, Purchaser shall deliver the following:

(i) To Sellers, all certificates and other documents required to be delivered as a condition precedent to Sellers' fulfillment of its obligations hereunder;

(ii) To Sellers, assumption agreements for all leases, licenses, contracts and all other obligations to be assumed by Purchaser hereunder;

(iii) To Sellers, the payment, releases and assumption agreements required pursuant to the terms herein; and

(c) At the Closing, the parties shall deliver such documents and payments as may be necessary to complete the sale of property described herein.

ARTICLE V

Representations and Warranties of Sellers

Sellers represent and warrants to Purchaser that:

5.10 Station Licenses. The Station Licenses are all of the licenses, permits and other authorizations used or necessary to lawfully operate the Stations in the manner and to the full extent as it is now operated. The Station Licenses are validly issued in the name of Sellers. Sellers have delivered to Purchaser true and complete copies of the Station Licenses, including any and all amendments and other modifications thereto. The Station Licenses are in full force and effect, are unimpaired by any acts or omissions of Sellers or any of its affiliates, or the employees, agents, shareholders or directors of Sellers or any of its affiliates, and are free and clear of any restrictions which might limit the full operation of the Stations in the manner and to the full extent as it is now operated (other than restrictions under the terms of the licenses themselves). To Sellers' knowledge there are no applications, proceedings, or complaints pending or threatened which may have an adverse effect on the business or operation of the Stations (other than rule making proceedings that apply to the radio broadcasting industry generally). To Sellers' knowledge, the Stations are in compliance with the Commission's policy on exposure to radio frequency radiation. Sellers now of no facts which, under the Communications Act of 1934, as amended, or the existing rules of the Commission, would disqualify Sellers from assigning the Station Licenses or from consummating

the transactions contemplated herein within the times contemplated herein. Sellers maintain a public inspection file at each of the Stations' studio in material compliance with Commission rules. To Sellers' knowledge, access to each of the Station's transmission facilities is restricted in accordance with the policies and rules of the Commission.

(a) Commission Consent. Consummation of the purchase and sale provided for herein and the performance of the obligations of Seller and Purchaser under this Agreement are subject to the condition that the Commission shall have given its consent in writing, without any condition other than in the ordinary course that is materially adverse to Purchaser or Seller, to the assignment of the Station Licenses to Purchaser.

(b) Application For Commission Consent.

1. Seller and purchaser agree to proceed expeditiously and with due diligence and to cooperate with each other in seeking the Commission's approval of the transactions contemplated hereunder through the preparation, filing and prosecution of one or more appropriate applications to assign the Station Licenses from Seller to Purchaser (the "Assignment Applications"). Within ten business days after the date of this Agreement, each party shall have prepared its portion of the Assignment Applications and all information, data, exhibits, resolutions, statements and other materials necessary and proper in connection with such Assignment Applications, and shall have delivered it to Purchaser's counsel for filing with the Commission. Each party further agrees expeditiously to prepare Assignment Applications amendments, respond to oral or written inquiries and answer pleadings whenever such documents are required by the Commission or its rules.

2. Except as otherwise provided herein, each party will be solely responsible for the expenses incurred by it in the preparation, filing and prosecution of its respective portion of the Assignment Applications. Seller and Purchaser shall each be responsible for one-half of all filing fees and grant fees imposed by the Commission.

3. Each party agrees to comply with any condition imposed on it by the Commission, except that no party shall be required to comply with a condition that would have a material adverse effect upon it unless the condition was imposed in the ordinary course or as the result of a circumstance which constitutes a breach by that party of any of its representations,

warranties or covenants in this Agreement. Purchaser and Seller shall oppose any efforts for reconsideration or judicial review of the grant by the Commission of the Assignment Application (but nothing in this Section shall limit any party's right to terminate this Agreement pursuant to any provision of this Agreement).

(c) Notice of Application. Seller shall, at its expense, give due notice of the filing of the Assignment Applications by broadcasting on the Stations, and by such other means as may be required by the rules and regulations of the Commission.

5.2 Organization, Power and Authority. It is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri, and has all requisite power to own all of its property and assets, to carry on its business as it is now being conducted, to execute and deliver this Agreement and related agreements, documents and instruments referred to herein, and to consummate the transactions contemplated hereby and thereby.

The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, have been duly and validly authorized by all necessary corporate action on the part of Sellers and its stockholders, and this Agreement and such related agreements, documents and instruments are and will be valid and binding obligations of Sellers in accordance with their respective terms.

5.3 Conflicting Agreements and Instruments. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby in accordance with the terms hereof by Sellers will not (i) violate, in any respect that would have a material adverse effect on the Purchased Assets or business operations of the Sellers as presently conducted, any existing provision of any law or term or provision of any order, writ, judgment, injunction or decree applicable to Sellers, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of the Articles of Incorporation or Bylaws of Sellers, or, in any respect that would have a material adverse effect on the Purchased Assets or business operations of Sellers as presently conducted, any agreement or instrument to which Sellers is a party or by which it or any of the Purchased Assets is bound or subject, (iii) constitute a default, or an event that with the passing of time or giving of notice or both would constitute a default under any of the foregoing, or (iv) result in the creation or imposition of any lien, charge, security interest, encumbrance or claim upon or in

the Purchased Assets.

5.4 Filings, Consents and Approvals. With the exception of necessary filings, consents and approvals from the FCC, the execution and delivery by Sellers of this Agreement, and the performance by it of its obligations hereunder, do not require the consent, approval or action of, or any filing with, or notice to, any corporation or any person, firm or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, the failure of which to obtain before the Closing would have a material adverse effect upon the Purchased Assets or business operation of the Stations as presently conducted.

5.5 Corporate Structure. All of the issued and outstanding shares of the common stock of Sellers are owned by Richard L. Billings and Patricia A. Billings, and there are not other securities of Sellers authorized or issued.

5.6 Financial Statements. All Financial Statements of Sellers which have been or will be delivered to Purchaser have been or will be prepared in conformity with generally accepted accounting principles applied on a consistent basis and do or will fairly present the financial position of Sellers as of the respective dates thereof and the results of operations for such period included therein.

5.7 Litigation. Except as may affect the broadcasting industry generally, Sellers are not bound by an order, judgment, stipulation or consent decree of any court or other governmental authority and there is pending no suit, action, or legal, administrative, arbitration, or other proceeding or governmental investigation which would materially and adversely affect the Purchased Assets or business operations of the Stations as presently conducted, the transaction contemplated by this Agreement or the ability of the Sellers to assign its FCC licenses.

5.8 Title to and Condition of Property.

(a) Title. Seller has, or will have as of the Closing Date, good and marketable title to and undisputed possession of all of the real and tangible personal property included in the Purchased Assets owned by it, free and clear of all mortgages, liens, pledges, charges or encumbrances of any nature whatsoever, except, in the case of the real property, (i) recorded easements and restrictions, (ii) municipal and zoning ordinances to which the real property is subject as to current use, operation, location of buildings and structures and condition of buildings and

structures, (iii) current taxes not delinquent at the Closing Date. The Purchased Assets include all property reasonable required for the operation of the Stations in accordance with FCC requirements and their business as presently conducted.

(b) Condition. All of the tangible property and improvements on real property included in the Purchased Assets owned by it are usable in the business conducted by the Seller, are in good operating condition, ordinary wear and tear excepted, and in an adequate condition of maintenance and repair for operations as conducted by Sellers, and its broadcasting equipment is adequate and suitable and in proper condition and repair so that the Stations can operate according to their FCC licenses and in all other respects in compliance with FCC Rules.

(c) Insurance. The tangible personal property included in the Purchased Assets is and will be insured through the Closing Date in such amounts, and against such risks, as are reasonably adequate.

5.9 Contracts and Commitments. Except in such respects as do not have a material adverse effect on the Purchased Assets or business operation of the Stations as presently conducted, Sellers are not in default in any respect under any contract, note, lease, agreement or other commitment to which it is a party or by which it is bound, and such contracts, leases and agreements are in full force and effect.

5.10 Licenses; Permits. Sellers are in compliance in all material respects with all applicable laws and regulations governing the operation of the Stations and the Purchased Assets; Sellers are the holder of the FCC licenses for the Stations included in the Purchased Assets, with regular unconditional renewals thereof having been granted for the full license term; such licenses constitute all of the licenses required and/or used in the operation of the Stations; and such FCC licenses are in full force and effect unimpaired by any act or omission of Sellers, its officers, directors, employees or agents. There is not now pending, or to the knowledge of Sellers threatened, any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew in the ordinary course any of the FCC licenses of the Stations, and Sellers are qualified to assign such FCC licenses under the Communications Act of 1934, as amended, and the rules and policies of the FCC. There is not now pending, issued or outstanding by or before the FCC, or to the knowledge of Sellers threatened, any investigation, order to show cause, notice of violation, notice of apparent liability

or of forfeiture, or a material complaint against Sellers or either of the Stations.

5.11 Employees. Prior to the Closing Date, Sellers will provide Purchaser with a true and complete list showing the names and compensation rates of all persons employed by Sellers. There are no written contracts of employment between Sellers and any officer or other employee; all oral contracts of employment between Sellers and its officers or employees are terminable on not more than 30 days' notice and if requested by Purchaser, will be terminated at or prior to the Closing Date insofar as they relate to the operation of the Stations. Seller owes its employees no benefits under any pension, bonus, profit-sharing, insurance, retirement or other benefit plan, or any severance, vacation or sick pay; and no such obligations will be assumed by Purchaser.

ARTICLE VI

Representations and Warranties by Purchaser

6.1 Organization, Power and Authority. Purchaser is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of Missouri. Purchaser has requisite corporate power to own its properties and assets and to carry on its business, to purchase and own the Purchased Assets, to operate the Stations (except for necessary filings, consents and approvals from the FCC), to execute and deliver this Agreement and the related agreements, documents and instruments referred to herein and to consummate the transactions contemplated hereby and thereby. Such execution and delivery has been duly and validly authorized by all necessary corporate action on the part of the Purchaser. This Agreement and such related agreements, documents and instruments are or when executed and delivered will be valid and binding obligations of Purchaser in accordance with their respective terms.

6.2 FCC Approval and Compliance. Purchaser knows of no reason, circumstance or condition that would result in a finding by the FCC that it, its principals or its controlling persons are not qualified legally, financially or otherwise to be the licensee of the FCC Licenses to be transferred hereunder.

ARTICLE VII

Additional Covenants, Representations and Warranties

7.1 Seller's Covenant Pending Closing. Sellers covenant until Closing:

(a) Access. Purchaser and its authorized representatives shall have reasonable

access during normal business hours to examine all properties, logs, books, relevant records (excluding corporate records other than those relating to authorization of this transaction by Sellers), contracts and documents of the Sellers.

(b) Carry On in Regular Course. Sellers shall carry on its business and operate the Stations in the ordinary course, and shall maintain the normal sales, managerial and programming efforts. Sellers shall, with respect to any violation of the Rules and Regulations of the FCC, undertake prompt steps to cure such violations and shall promptly notify Purchaser thereof.

(c) Contracts and Commitments. Other than in the usual and ordinary course of business, Sellers shall not enter into any contract or commitment relating to the Stations without Purchaser's consent, and Purchaser may condition any such consent on the assignment of such contract to Purchaser at Closing.

(d) Maintenance. Sellers shall maintain and repair the Purchased Assets in a normal business manner, and no Purchased Asset shall be used or operated in other than a normal business manner.

(e) Preservation of Organization. Sellers shall use reasonable efforts, consistent with the provisions of the Agreement, to preserve its business intact, and to preserve for Purchaser its present relationships with the employees, suppliers and customers of the Stations and others having business relations with them.

(f) No Default or Lien. Sellers shall not do any act or omit to do any act, or permit any act or omission to act, that will cause a breach of any contract, commitment or obligation of the Sellers in any respect that would have material adverse effect on the Purchased Assets or business operations of the Sellers as presently conducted, or grant or permit the existence of any lien against any of the Purchased Assets.

(g) Compliance with Laws. Sellers shall duly comply with all applicable laws as may be required for the valid and effective transfer of the Purchased Assets as contemplated by this Agreement and shall operate the Stations in conformity with their FCC licenses, the Communications Act of 1934, as amended, the Rule and Regulations of the FCC and all other applicable laws, ordinances, regulations, rules and orders; Purchaser, its employees or agents, shall not directly or indirectly attempt to exercise any control over the Stations' broadcast facilities or

programming.

(h) Consents to Assignments. Seller shall use reasonable efforts to obtain the consents necessary to permit the assignment to the Purchaser of the contracts listed in Exhibit B hereto.

7.2 Further Instruments. After the Closing Date, Sellers shall, without cost or expense to Purchaser, execute and deliver to or cause to be executed and delivered to Purchaser such further instruments of transfer and conveyance and to take such other action as Purchaser may reasonably require to more effectively carry out the transfer of property, assets and business contemplated by this Agreement and to protect the right, title and interest in and enjoyment of, the assets to be assigned, transferred and conveyed pursuant to this Agreement.

7.3 Collection of Accounts Receivable by Purchaser. From and after the date of Closing, Purchaser shall be the legal owner of all outstanding accounts receivable as assigned by Sellers and shall collect same in the regular course of business.

7.4 Information Held in Confidence. Unless and until the Closing has been consummated, Purchaser and the officers, directors and other representatives of Purchaser will hold in strict confidence, and will not disclose to any third party any data and information obtained in connection with this transaction with respect to the business of Sellers, except any of such data and information as may be necessary in connection with Purchaser's financing or as may be required by laws to be publicly disclosed or submitted to the FCC. If the transactions contemplated by this Agreement are not consummated, Purchaser will return to Sellers all data and information made available to Purchaser in connection with this transaction, except that required to be submitted to the FCC.

7.5 Application for Assignment of License. Sellers and Purchaser have filed or shall promptly file applications with the FCC to approve the assignment from Sellers to Purchaser of control of the Purchased Assets, together with all licenses, permits or other authorizations pertaining to the Stations. The parties agree that they shall prosecute such applications in good faith and with due diligence, and with the time allowed therefor by the Rules and Regulations of the FCC.

7.6 Prorations at Closing. Sellers and Purchaser agree to reimburse each other, if necessary, for the charges, revenues and costs relating to the following items which may need to be

allocated on an appropriate basis to the Closing Date, Purchaser to have the Closing Date: (a) power and utility charges; (b) all applicable ad valorem real and personal property taxes; real and personal property taxes to be pro-rated at date of closing; (c) rents; (d) licensing agreements; (e) wire service and network charges; (f) music service and other program charges; (g) charges under the contracts listed in Exhibit B; (h) prepaid program and commercial time. The party from which the net amount of the adjustments to be made pursuant to this paragraph is due shall pay such amount to the party entitled thereto, in cash or by check, at Closing.

7.7 Brokerage. Sellers and Purchaser respectively warrant to each other that no person provided services as a broker, agent or finder in this transaction.

7.8 Risk of Loss. The risk of loss or damage to any of the Purchased Assets shall be upon Sellers at all time prior to the Closing. In the event of any such loss or damage to the Purchased Assets, it shall be Sellers' obligation to repair, replace or restore the damaged Purchased Assets to the same condition as existed before such loss or damage or, at Sellers' option, to reimburse or credit Purchaser for such costs, but the Closing hereunder shall not be delayed thereby; provided, however, that in the event a substantial portion of the Purchased Assets shall become subject to loss or damage, the Sellers shall have the option to either (i) repair, replace or restore said damaged Purchased Assets to the same condition as existed before such loss or damage or, at Sellers' option, to reimburse the Purchaser for such costs (in which event the Closing hereunder shall not be delayed) or (ii) terminate this Agreement.

7.9 Trade Time. Purchaser agrees to assume the responsibility to broadcast all advertisements that Sellers are obligated to broadcast after the Closing Date pursuant to trade or barter arrangements, and Sellers agree to use its best efforts to run as much of such trade time as is feasible prior to the Closing Date. Seller hereby represents and warrants that the value of all remaining obligations for trade time (defined for this purpose as the fair value, established at the time the trade or barter agreement was entered into, of the underlying goods or services for which the trade was made), will not exceed \$ _____ at the Closing Date.

7.10 Further Assurances. Each of the parties hereto shall cooperate with the others and shall use its reasonable efforts to take such further actions as may be required to carry out the intent of the provisions of this Agreement.

7.11 Actions with FCC. In the event any investigation, order to show cause, notice of violation, notice of apparent liability or a forfeiture or material complaint is instituted against any party hereto prior to Closing (whether in connection with the proceeding to approve the assignment of the FCC Licenses to Purchaser, or otherwise), such party shall promptly notify the other party hereto in writing of such occurrence and shall thereafter take all reasonable measures to contest the same in good faith and seek the removal of such action, order, notice of complaint.

ARTICLE VIII

Conditions to Purchaser's Obligations

The obligations of Purchaser to complete the Closing under this Agreement are subject to the satisfaction, prior to or at Closing, of the following conditions precedent, any one or more of which may be waived by Purchaser:

8.1 Acts to be Performed. Each of the acts and undertakings of Sellers to be performed on or before the Closing Date pursuant to the terms hereof shall have been duly performed.

8.2 Corporate Action. All corporate action necessary to authorize the execution, delivery and performance by the Sellers of this Agreement and the transactions contemplated hereby shall have been duly and validly taken by Sellers and its stockholders, and Sellers shall have delivered to Purchaser certified copies of the resolutions of its Board of Directors and stockholders authorizing the execution and performance of this Agreement and authorizing and ratifying the acts of its officers and employees in carrying out the terms and provisions hereof.

8.3 Representations and Warranties True at Closing. The representations and warranties of Sellers contained in this Agreement shall be true in all material respects on and as of the Closing Date with the same effect as though such representations and warranties were made on and as of such date, and Purchaser shall have received on the Closing Date a certificate to that effect dated the Closing Date and executed by Sellers and its Stockholders.

8.4 No Litigation. No suit shall be pending before any court or administrative agency in which it will be or it is sought, by any bona fide third part, to restrain, prohibit or obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

8.5 Consents. All necessary consents of the other parties to the contract listed in Exhibit

B shall have been obtained.

8.6 Title Abstract. Purchaser shall have received an Abstract of Title, up to date and satisfactory to Purchaser, or a commitment therefor, covering the real property to be transferred hereunder.

8.7 No Casualty. The business and property of Sellers shall not have been adversely affected in any material way as the result of any strike, lockout, accident or other casualty or act of God or the public enemy, or any judicial, administrative or governmental proceeding.

ARTICLE IX

Conditions to Seller's Obligations

The obligation of Sellers to complete the Closing under this Agreement are subject to the satisfaction, prior to or at the Closing, of the following conditions precedent, any one or more of which may be waived by Sellers:

9.1 Acts to be Performed by Purchaser. Each of the acts and undertakings of Purchaser to be performed on or before the Closing Date pursuant to the terms hereof shall have been duly performed.

9.2 Corporate Action. All corporate action necessary to authorize the execution, delivery and performance by the Purchaser of this Agreement and the transactions contemplated hereby shall have been duly and validly authorized by Purchaser, and Purchaser shall have delivered to Sellers certified copies of the resolutions of its Board of Directors authorizing the execution and performance of this Agreement and authorizing or ratifying the act of its officers and employees in carrying out the terms and provisions hereof.

9.3 Representations and Warranties True at Closing. The representations and warranties of Purchaser contained in this Agreement shall be true in all material respects on and as of the Closing Date with the same effect as though such representations and warranties were made on and as of such date, the Sellers shall have received on the Closing Date a certificate to that effect dated the Closing Date and executed by Purchaser.

9.4 No Litigation. No suit shall be pending before any court or administrative agency in which it will be or it is sought, by any bona fide third party, to restrain, prohibit or obtain damages or other relief in connection with this Agreement or the consummation of the transactions

contemplated hereby.

ARTICLE X

Indemnification

10.1 Survival of Representations and Warranties. All obligations to make the monthly payments called for herein as the purchase price and other representations and warranties contained in this Agreement or in any certificate, schedule or exhibit hereto shall survive the execution, delivery and performance of this Agreement for a period of one year from the Closing Date, unless a party gives notice in reasonable detail of a claim (including the date of discovery thereof and basis therefor) under such a representation and warranty to the other on or before the end of the one year period, in which event the representation and warranty shall continue to survive with respect to such claim until such claim is finally and conclusively settled.

10.2 Indemnification. The parties hereto agree to indemnify and hold harmless each other against, and in respect of, all liabilities, losses, claims, costs or damages (including reasonable legal fees incurred in connection with any of the foregoing and in seeking indemnification) resulting from or arising out of (i) any breach of any representation or warranty made by them and (ii) any failure to perform any of their obligations, covenants or agreements hereunder.

10.3 Bulk Sales Law. It is the understanding of Sellers and Purchaser that the bulk sales provision of the Uniform Commercial Code as adopted by the State of Missouri do not apply to the sale herein.

ARTICLE XI

Termination of Agreement

11.1 Manner. This Agreement and the transactions contemplated hereby may be terminated prior to completion of the Closing:

- (a) By mutual consent of the parties;
- (b) By either party, by giving written notice to the other party at any time after (i) six months from the date of acceptance by the FCC of the application(s) for the transfer of the licenses and authorizations of the Sellers to Purchaser if no order authorizing the transfer has been issued by the FCC by the end of six months if not contested, or (ii) nine months from such acceptance if contested;

(c) By Purchaser if at Closing, any of the conditions provided for in Article VIII of this Agreement have not been met and have not been waived by Purchaser in writing; and

(d) By Sellers, if at Closing, any of the conditions provided for in Article IX of this Agreement have not been met and have not been waived in writing by Sellers.

11.2 Termination Because of Interruption of Broadcast Transmission. If loss or damage to any of the Purchased Assets owned by Sellers prevents broadcast transmission by either of the Stations in the normal and usual manner for more than seven (7) consecutive days or for any other period not ended by the Closing Date, Purchaser may terminate this Agreement.

11.3 Effect of Termination or Closing Upon Down Payment. In the event of termination of this Agreement pursuant to paragraphs 11.1(a), 11.1(b), 11.1(c) or 11.2 hereof, Purchaser shall be entitled to receive the Escrow Deposit, if any. In the event of the termination of this Agreement pursuant to paragraph 11.1(d) hereof (but not if termination is for failure of the condition contained in paragraph 9.4), Sellers shall be entitled to receive the Escrow Deposit, if any, as liquidated damages in lieu of any other remedy. In the event the Closing occurs, the Sellers shall be entitled to receive the Escrow Deposit, if any, toward the Purchase Price and the Purchaser shall be entitled to receive all interest earned thereon.

ARTICLE XII

Miscellaneous

12.1 Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Missouri.

12.2 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or if sent by registered or certified mail, postage prepaid, addressed as follows:

If to Sellers:

Mr. Richard Billings, President
Big Country of Missouri, Inc.
1600 Radio Hill Road
Boonville, MO 65233

Mr. Richard Billings, President
Bittersweet Broadcasting, Inc.
1600 Radio Hill Road
Boonville, MO 65233

If to Purchaser:

Mr. & Mrs. Matt Billings
1600 Radio Hill Road
Boonville, MO 65233

or such other addresses as shall be similarly furnished in writing by either party, and any such notice or communication shall be deemed to have been given as of the date of the return receipt is signed or delivery is refused.

12.3 Entire Agreement. This instrument and the documents attached hereto or referred to herein contain the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there are no other agreements, representations and warranties between the parties.

12.4 Headings. The headings of this Agreement are inserted for convenience only and shall not constitute a part hereof.

12.5 Expenses. Purchaser shall bear all expenses incurred in connection with the negotiation, execution and performance of this Agreement.

12.6 Amendment. This Agreement may be amended, modified or superseded, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed on behalf of both parties hereto on, in the case of a waiver, by the party waiving compliance.

12.7 Waiver. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right to enforce that provision or any other provision hereof at any time thereafter, except as specifically limited herein.

12.8 Assignment. This Agreement shall be binding on and inure to the benefit of only the parties hereto and neither party may assign any of its rights or obligations hereunder and any such attempted assignment shall be void.

ARTICLE XIII

Personal Guarantees

As an additional inducement to Sellers to enter into this Agreement, Matt & Robin Billings hereby jointly and severally guarantee that all of the representations, warranties, statements and certifications made by the Purchaser in this Agreement are true and correct, and further guarantee

all obligations of the Purchaser in this Agreement and the full and complete performance or observance of Sellers of each and all of the covenants and agreements contained in the Agreement on the part of Sellers to be performed or observed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Purchaser:

Billings Broadcasting, LLC

By: Matthew B. Billings
Matthew B. Billings

By: Robin Billings
Robin Billings

Sellers:

Big Country of Missouri, Inc.

By: Richard L. Billings
Richard L. Billings, President

Attest:

Patricia A. Billings

Bittersweet Broadcasting, Inc.

By: Richard L. Billings
Richard L. Billings, President

Attest:
Seal
Patricia A. Billings

Asset	Description	Date In Service
Prior MACRS:		
2	METAL STORAGE	12/15/87
3	180 FT. GUYED TOWER	12/15/87
5	COMFORTMAKER FURNACE	9/10/90
10	ANNOUNCER BOOTH	12/15/87
11	MANAGER'S OFFICE	12/15/87
12	FRONT OFFICE	12/15/87
13	CASIO CALCULATOR	12/15/87
14	DRAPERIES-HOUSE	5/01/91
15	CARPETING OFFICE	10/05/93
16	OFFICE CHAIRS	6/04/96
17	2 SPEAKERS	6/27/89
18	AM PROCESSING EQUIPMENT	6/29/89
19	EQUIPMENT FOR NRSC	4/10/90
20	AM TRANSMITTER	10/02/90
21	TAPE RECORDER	10/17/90
22	"TALK NET" EQUIPMENT	11/13/90
23	EQUIPMENT FOR REPAIR	12/10/90
24	10' SATELLITE UNIMF	4/15/91
25	WIND & WEATHER EQUIPMENT	12/16/92
26	COMPUTER/COPIER	4/26/93
27	SATELLITE DISH/PARTS	6/10/93
28	AMPLIFIER & MIXER	8/05/93
29	WEATHER COMPUTER	8/17/93
30	SIGNS	9/08/93
31	FAX MACHINE	9/13/93
32	LARGE TAPE RECORDER	10/04/93
33	SCANNER ANT.	10/11/93
34	CD PLAYER	12/16/93
35	EQUIPMENT INSTALLATION	1/31/93
36	TAPE RECORDER	5/25/94
37	ANSWERING MACHINE	1/2/95
38	SOFTWARE	3/08/96
39	TV FOR CONTROL ROOM	4/01/96
40	ASCR COMPUTER	4/09/96
41	HAND HELD SCANNER	8/20/96
42	TAPE PLAYER	11/12/96
43	VACUUM CLEANER	11/14/96
44	EMERGENCY ALERT SYSTEM	11/18/96
45	PROMOTIONAL SLOT MACHINE	3/03/97
46	BBO GRILL	5/18/98
47	2 CD PLAYERS	5/18/98
48	SIGNS ON BARBQ	7/08/98
49	AIR CONDITIONER	7/15/98
50	BUILDING	12/15/87
51	WORKSHOP	12/15/87
52	CONTROL ROOM	12/15/87
53	RECORD ROOM	12/15/87
54	PRODUCTION ROOM	12/15/87
55	STORAGE ROOM	12/15/87
56	OUTSIDE BUILDING EQUIP	12/15/87
57	TRANSMITTER ROOM	12/15/87
58	SALESROOM	12/15/87
59	OFFICE	12/15/87
60	SATELLITE	12/15/87
61	RADIO TEST EQUIPMENT	12/15/87
62	FM ANTENNA & COAX	12/15/87
63	RADIO EQUIPMENT	12/15/87
64	GATES BC IF AM TRANSMITTER	12/15/87
65	GATES SA-40 CONSOLE	12/15/87
66	GATES GATEWAY 80 CONSOLE	12/15/87
67	MARTIN MOBILE TRANSMITTER	12/15/87
68	GATES STEREO	12/15/87
69	EQUIPMENT UPGRADE	12/15/87
70	PHONE EQUIPMENT	12/15/87
71	DISC PLAYER	12/15/87
72	BLOWER FAN	6/01/88
73	TV FOR CONTROL ROOM	6/01/88
74	CONTROL BOARD	1/20/88

Asset	Description	Date In Service
75	CD PLAYER	5/18/89
78	SIGNS ON TRUCK	9/07/94
82	JEEP CHEROKEE	10/06/98
84	PHONE SYSTEM	10/01/88
85	BROTHER TYPEWRITER	8/10/88
86	COMPUTER SOFTWARE	12/15/88
87	COMPUTER	1/05/89
88	OFFICE PHONES	10/01/89
89	MICROWAVE	12/01/89
90	TYPEWRITER	12/10/89
91	CITIZEN COMPUTER	12/15/89
92	ATT FAX 351 OD	7/10/90
93	CANON PC6 COPY MACHINE	7/20/90
94	2 CELLULAR PHONES	5/01/91
103	SATELLITE	7/01/99
104	COMPUTER TABLE	7/01/99
106	TED'S CHAIR	1/26/99
107	FENCE	6/08/99
108	2 WOOD BOOKCASES	12/22/99
109	TV	1/13/99
110	BAG PHONE	5/11/99
111	TAPE DECK	8/24/99
112	EPSON PRINTER	9/02/99
113	DISHWASHER	9/16/99
114	BAG PHONE	9/22/99
115	BROADCAST INTERFACE & HEAD SET	9/29/99
116	2 MICROPHONES	10/05/99
117	REMOTE EQUIPMENT	7/23/99
118	PRINTER	7/13/99
120	CD COMPONENTS	7/28/99
121	REMOTE CONTROL & SENSOR	8/10/99
122	RF SPECIALTIES EQUIPMENT	8/21/99
123	COMPUTER	6/16/99
125	USED SOFA & LOVE SEAT	8/18/00
126	OFFICE CHAIR	9/26/00
127	CASINO 93-CONSTRUCTION	5/30/00
128	SCANNER & PARTS	2/10/00
129	LADDER	2/16/00
130	TELEPHONE	7/10/00
131	RF SPECIALTIES - EQUIPMENT DOWN	5/04/00
132	TOWER	5/09/00
133	EQUIPMENT	5/23/00
134	ANTENNA	5/23/00
135	TRANSMITTER	5/23/00
136	TOWER ERECTION	5/26/00
137	PRINTERS	6/14/00
138	SPECTORASERVICE TECH	7/07/00
139	BACKUP COMPUTER EQUIPMENT	7/11/00
140	CLOCK TV COMMERCIALS	8/28/00
141	EQUIPMENT	9/25/00
142	EQUIPMENT	9/25/00
143	GATEWAY COMPUTER	12/31/00
145	COMPUTER & PRINTER	4/10/00
146	ROAD WORK AT NEW FM SITE	4/17/00
147	FENCE	6/15/00
183	CELL PHONE FOR JEEP	10/29/98
184	AIR PURIFIER	3/20/01
185	COMPUTER SYSTEM	5/30/01
187	AUDIO SWITCH	6/13/01
188	COMPUTER ATX	7/02/01
190	HARDWARE MODEM	7/10/01
191	RECEIVER	9/20/01
192	CD MINI RECORDER	12/07/01
193	A/C FOR BUILDING	2/22/01
196	CELLULAR PHONE	10/03/01
197	DELL COMPUTER	12/12/01
201	CD PLAYER	2/19/02
202	EAS ENCODER-DECODER	2/26/02
203	2 MICROSOFT WINDOWS, 4 NORTON	4/23/02
204	DIGITAL AUDIO CARD	5/07/02
205	PRINTER	5/15/02

Asset	Description	Date In Service
206	FENCE INSTALLATION	7/18/02
207	DENON DRA-395 AMP/RECEIVER	9/09/02
208	2 STUDIO MONITORS & CABLE	10/09/02
210	NEW PHONE SYSTEM	12/12/02
211	COPY MACHINE PC941 CANON	7/08/02
212	COMPUTER	7/12/02
214	MICROPHONE W/ SHOCK MOUNT	6/30/03
215	FAX MACHINE	7/11/03
217	AIR CONDITIONER	7/25/03
218	COMPUTER ROUTER	8/25/03
219	PRINTER	11/07/03
220	PRINTER	11/19/03
221	DUNE BUGGY	2/04/03
226	GUTTERS/DOWNSPOUTS	10/01/04
227	FURNITURE	3/26/04
229	SATELLITE RADIO	1/27/04
230	COMPUTER	4/13/04
231	AURALEX BASS TRAPS	6/23/04
232	AIR CONDITIONER	7/07/04
233	BT SPECIALTIES ALARM	7/07/04
235	CELL PHONE INTERFACE MIXER	8/05/04
236	4 NEW CELL PHONES	8/05/04
237	COMPUTER & UPGRADE	8/18/04
238	EQUIPMENT	9/07/04
239	COMPUTER	10/20/04
240	AUDIO DIGITAL CARDS	11/24/04
241	COMPUTER MONITOR	12/01/04
242	FLAT SCREEN MONITOR	12/27/04
243	RELETTERING ON PT CRUISER	4/29/04
244	SIDING	4/04/05
245	PRINTER	3/03/05
246	ECONOMY MIXER	8/21/05
247	STUDIO FOAM WEDGE	3/21/05
248	AM SEMIAM SOFTWARE	8/24/05
249	2 CD PLAYERS	8/31/05
250	HEADSET FOR BALL GAMES	10/05/05
251	TRANSMITTING TOWER REPLACEMENT	8/14/06
252	CHANNEL CONSOLE-55E INPUT	11/29/06
253	SPEAKERS FOR AM STUDIO	4/24/07
254	NEW AM BOARD ENG	4/30/07
256	CASSETTE MACHINE	3/11/08
257	LAWN MOWER	5/20/08

Other Depreciation:

1	LAND	12/15/87
95	IMPROVEMENTS	6/30/93
102	FM FEES	4/02/96
119	NEW SOFTWARE	6/18/99

Total Other Depreciation

Total ACRS and Other Depreciation

Listed Property:

83	JEEP CHEROKEE	1/01/01
144	PT CRUISER	7/07/00

Amortization:

96	ORGANIZATION COST	11/30/87
97	APPLICATION PREP	4/02/97
98	APPLICATION FEES	4/20/97
99	FCC REGULATORY FEE	9/10/97
100	ATTORNEY FEES	10/29/97
101	FED COMM REG FEES-FM CONST FEE	9/14/98

Asset	Description	Date In Service
124	CONSTRUCTION PERMIT	3/21/00
148	FM FEES- CASINO 93	3/21/00
186	AUTOMATION SOFTWARE	6/06/01
189	PC ANYWHERE SOFTWARE	7/02/01
194	SPEED TAPING SOFTWARE	10/08/01
198	WHEELER BROADCASTING	7/30/01
199	FCC REGULATORY FEES	9/06/01
200	LOAN FEES	12/31/01
209	UPGRADE LEGAL FEES	10/21/02
223	LICENSE FEES	2/25/03
224	LICENSE FEES	6/23/03
225	LEGAL FEES FOR UPGRADE	7/22/03
228	COMPUTER SOFTWARE	1/27/04
255	NEW FM LICENSE FEES	9/10/07

Grand Totals

Less: Dispositions and Transfers

Less: Start-up/Org Expense

Net Grand Totals

Clie

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 20th day of May, 2000, by and between FRED A. DELIUS JR., of Missouri, hereinafter referred to as "LESSOR" and Big Country of Missouri, Inc., a Missouri Corporation, with its principal office in Boonville, Missouri, hereinafter referred to as "LESSEE";

WITNESSETH:

1.

A. LESSOR lease to LESSEE, and the LESSEE leases from LESSOR for the purpose of constructing in and on such premises a radio tower, shelter for equipment, and for wire anchors, and anything else necessary to install, maintain and utilize such tower, and for no other purpose, those certain premises with the appurtenances, situated in the County of Cooper, State of Missouri, and more particularly described as follows:

An easement for a radio tower on a part of the land owed by FRED A. DELIUS JR., the tower is to be located on said land at Latitude 38°56'30.593, Longitude 92°34'32.573, Elevation 705.22. An area approximately 22' X 22'. Located within the following described Real estate.

A tract of land containing approximately 23.5 acres and constituting all of that part of the following described real estate which is located north of the Interstate Highway No. 70, said highway being described as U.S. Interstate Route 1 below and at Book 115, Page 12 deed records of Cooper County, Missouri, to wit: the Northeast quarter of section 8, except 60 acres off the west side thereof; and also except 4.75 acres in the Northeast corner thereof as is cut off by and lies North and East of public road; and also except one (1) acre in the Northeast corner of the remainder thereof for a graveyard, conveying 94.25 acres according to Government Survey and 100.80 acre by actual survey, all in Township 48, of Range 15, and EXCEPTING therefrom all that piece or parcel of land situate in the North half of the Northeast quarter of Section 8, Township 48, North Range 15 West for U. S. Interstate Route 1, described as: A strip of land 135 feet wide lying on the left or north side of, parallel to and adjoining the centerline of said highway from Grantor's West property line at Station 1375+96 to Grantors East property line at Station 1390+90, a distance of 1502 feet. Also a strip of land 125 feet wide, lying on the right or south side of, parallel to and adjoining said centerline from Station 1375+96 to Station 1376+00 a distance of 4 feet; thence gradually widening to a strip of land 160 feet wide at Station 1377+00 a distance of 100 feet; thence gradually narrowing to a strip of land 125 feet wide at Station 1378+00, a

Jack FM -
Revision ok

Addendum to Lease between
The Tiger Columns LLC and Bittersweet Broadcasting, Inc.


translator

Tower lease Section V. paragraph 1.

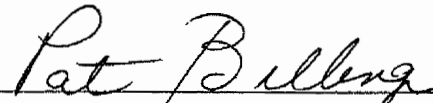
Beginning July 1, 2009, user hereby covenants and agrees to pay as rent the monthly sum of \$500, payable with advertising time on the station being broadcast through user's equipment. Owner may carry over advertising time on user's station to succeeding months if owner does not use the full value of time in any month, but may not carry over any advertising time for more than twelve months. No cash value shall ever be assigned to Owner's advertising time. The monthly rent traded in advertising due during each year of any renewal period will be equal to the previous year's monthly rent plus Fifty dollars (\$50.00) additional trade.

All other paragraphs of Section V remain intact.

THE TIGER COLUMNS, L.L.C.

By 
Renea Sapp

BITTERSWEET BROADCASTING, INC.

By 
8-14-09