

EXHIBIT NO. 4

AGREEMENTS FOR SALE OF STATION

The following agreements embody the complete and final understanding of the parties with respect to the sale of Station KWBM(TV), Harrison, Arkansas: (1) Asset Purchase Agreement ("Purchase Agreement"), dated September 1, 2003, by and among R.S. Communications Limited Partnership ("RSC") and Equity Broadcasting Corporation ("Equity") and EBC Harrison, Inc. ("EBC Harrison"); (2) Sales Agreement ("Sales Agreement"), dated September 1, 2003, by and between RSC and EBC Harrison. Copies of the Purchase Agreement and Sales Agreement are attached hereto. Certain private stock information set forth in the Purchase Agreement has been redacted for privacy purposes. The following schedules have been omitted from the copy of the Purchase Agreement attached hereto:

Schedule 1.1.1	-	Commission Authorization
Schedule 1.1.2	-	Real Property
Schedule 1.1.3	-	Tangible Personal Property
Schedule 1.1.4	-	Agreements
Schedule 1.1.5	-	Intangibles
Schedule 6.5.1	-	Real Property
Schedule 6.8.2	-	Insurance
Schedule 6.9.1	-	Employees and Labor Relations
Schedule 7.3	-	Capitalization
Schedule 7.8	-	Buyer's Qualifications

Schedule A to the Sales Agreement has also been omitted from the copy of the Sales Agreement attached hereto.

The parties to this assignment application submit that these omitted schedules and the redacted terms concern subject matter that is not relevant to a determination of the qualifications of the parties to this application or otherwise material to the Commission's consideration of this application. Copies of the omitted documents and redacted terms will be provided to the Commission upon request.

ASSET PURCHASE AGREEMENT

By and Between

R.S. Communications Limited Partnership

and

Equity Broadcasting Corporation

and

EBC Harrison, Inc.

for the Sale and Purchase of

KWBM (TV), Channel 31, Harrison, Arkansas

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") made and entered into as of this ____ day of August 2003 ("Effective Date"), by and between R.S. Communications Limited Partnership, a Nevada limited partnership ("Seller") and Equity Broadcasting Corporation, an Arkansas Corporation, ("EBC") and EBC Harrison, Inc., an Arkansas Corporation ("Buyer") and wholly owned subsidiary of EBC.

WITNESSETH:

WHEREAS, Seller holds certain licenses, permits and authorizations issued by the Federal Communications Commission (the "Commission") for the operation of Station KWBM (TV), Harrison, Arkansas (the "Station"); and

WHEREAS, the Seller owns or leases and desires to sell and/or assign, and Buyer desires to purchase and/or assume certain of the assets, property and business used in the operation of the Station; and

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

SECTION 1 **ASSETS TO BE SOLD**

1.1 **Assets.** On the Closing Date, as defined in Section 2.2.1 below, Seller shall sell, assign, transfer, convey, set over, and deliver to Buyer, and Buyer shall purchase and/or accept assignment of the following (hereinafter collectively the "Assets"), free and clear of all easements, liens, charges, pledges, security interests, mortgages or other encumbrances (hereinafter collectively "Liens") (except for (a) liens for taxes and other governmental charges and assessments not yet due and payable, (b) liens of landlords and liens of carriers, warehousemen, mechanics and materialmen and other like liens arising in the ordinary course of business for sums not yet due and payable, and (c) other liens or imperfections on property which are not in excess of One Thousand Dollars (\$1000.00) or do not otherwise materially detract from the value of or materially impair the existing use of the Asset affected by such lien or imperfection (hereinafter "Permitted Liens")):

1.1.1 **Authorizations.** All licenses, permits and authorizations issued or granted by the Commission for the operation of, or used in connection with the operation of the Station (hereinafter "Commission Authorizations") as listed in Schedule 1.1.1, but including any and all such authorizations and applications therefor, whether or not listed in Schedule 1.1.1, and any other authorizations or permits issued by any other governmental agency or authority pertaining to the Station.

1.1.2 **Real Property.** All of Seller's rights in and to the land, buildings, improvements, and other real property it owns (hereinafter "Owned Real Property") and all leaseholds and other interests in real property and the buildings and improvements thereon), consisting of all real property and leases, contracts and agreements creating such interests (hereinafter "Leased Real Property") listed in Schedule 1.1.2. (hereinafter collectively the "Real Property").

1.1.3 **Tangible Personal Property.** All of Seller's rights in and to the fixed and tangible personal property used in the operation of the Station, including, but not limited to, the physical assets and equipment, microwave links, leasehold improvements, furniture, fixtures, receivers, programming, tapes, transmitters, switches and related equipment, and music libraries listed in Schedule 1.1.3, together with replacements thereof, additions and alterations thereto, and substitutions therefor, made between the date hereof and the Closing Date (hereinafter collectively the "Tangible Personal Property").

1.1.4 **Agreements.** All Seller's rights to and in the contracts and agreements, and leases to which Seller or the Station are a party and are listed in Schedule 1.1.4 (hereinafter collectively "Agreements"), together with all contracts, agreements and leases, entered into or acquired by the Seller between the date hereof and the Closing Date in accordance with the terms and provisions of this Agreement.

1.1.5 **Intangibles.** All right, title and interest of Seller in and to the call letters "KWBM" together with other intangible property of Seller used or useful in the operation of or otherwise pertaining to the Station as set forth on Schedule 1.1.5 attached hereto (hereinafter collectively the "Intangibles").

1.1.6 **Business Records.** All of Seller's financial records, engineering reports, advertising reports, programming studies, consulting reports, computing software, marketing data, ledger sheets, customer lists and business and personnel records relating to the business or operation of the Station (hereinafter collectively "Business Records") or to assets or agreements purchased by Buyer.

1.2 **Excluded Assets.** The Assets shall not include the following assets along with all rights, title and interest therein which shall be referred to as the "Excluded Assets":

1.2.1 All cash, cash equivalents or similar type investments of Seller, such as certificates of deposit, Treasury bills and other marketable securities on hand and/or in banks;

1.2.2 All tangible and intangible personal property disposed of or consumed in the ordinary course of business between the Effective Date and Closing or which is otherwise not material to the operations of the Assets, or for which any lease, license or other agreement shall have terminated in accordance with its terms, or as permitted under the terms

hereof;

1.2.3 Subject to the terms of Section 11.1 of this Agreement, any accounts receivable of the Station as of 11:59 p.m., local time, on the day prior to the "Sales Agreement" ("JSA") entered into between Seller and Buyer, dated and made effective simultaneously herewith, relating to the purchase of all the advertising time on the Station by Buyer subject to the terms and conditions of that JSA and relating to the sale of air time prior to that time and date (the "Accounts Receivable");

1.2.4 All agreements that have terminated or expired prior to the Closing Date in the ordinary course of business and as permitted hereunder, or any other agreements not being assumed under Section 1.1.4 and as set forth in Schedule 1.1.4 attached hereto;

1.2.5 Seller's minute books, charter documents, stock record books and such other books and records as pertaining to the organization, existence or share capitalization of Seller and duplicate copies of such records conveyed to Buyer as are necessary to enable Seller to file its tax returns and reports as well as any other records or materials relating to Seller generally and not involving specific aspects of the Station's operation;

1.2.6 Contracts of insurance, including the cash surrender value thereof, and all insurance proceeds or claims made by Seller relating to property or equipment repaired, replaced or restored by Seller prior to the Closing Date;

1.2.7 Any and all other claims made by Seller with respect to transactions prior to the Closing Date and the proceeds thereof to the extent the Station has been made whole for any loss or damage they or their assets may have suffered or incurred as a result of the item, event or occurrence giving rise to such claim; and

1.2.8 All pension, profit sharing or cash or deferred (Section 401(k)) plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Seller.

SECTION 2

PURCHASE PRICE

2.1 **Purchase Price.** In consideration of Seller's performance of this Agreement, the sale, assignment, transfer, conveyance, setting over, and delivery of the Assets as defined hereinabove to Buyer, the total purchase price (the "Purchase Price") to be paid by Buyer shall be the sum of EIGHT MILLION SIX HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED AND SEVENTY DOLLARS (\$8,666,670).

2.2 **Payment of Purchase Price.** The Purchase Price shall be paid to Seller as follows:

2.2.1 The Closing Date shall mean a date no later than fifteen (15) business days immediately following the date upon which there is a Commission order authorizing, without materially adverse conditions to either Buyer or Seller, the assignment of the Commission Authorizations to Buyer ("Commission Order") and such Commission Order is no longer subject to reconsideration or review by any court or administrative body ("Final Order"); except, however, Buyer may set a Closing Date within (15) business days of a Commission Order that is not a Final Order, upon 10-business-days written notice to Seller. On the Closing Date Buyer will issue to [REDACTED] shares of Class A Voting Stock in Equity Broadcasting Corporation, the sole parent company of Buyer ("EBC Stock"). The Parties hereby agree that as of the Effective Date, and for federal tax purposes, the fair market value of the EBC Stock is equal to [REDACTED] per share. In the alternative, at Buyer's option, Buyer may pay Seller the Purchase Price in cash. Simultaneously with the payment from Buyer to Seller in cash, Seller shall purchase the EBC Stock for Eight Million Six Hundred Sixty-Six Thousand Six Hundred and Seventy Dollars (\$8,666,670).

2.3 **Allocation of Purchase Price.** The parties agree to allocate the EBC Stock issuance and allocated Purchase Price in accordance with the requirements of the Internal Revenue Code ("Allocation"). In the event that the parties are unable to reach such an agreement as to Allocation prior to the Closing Date, they will select a qualified, independent and nationally recognized appraiser of broadcast properties and that firm's decision shall be binding upon the parties and the fees and expenses shall be borne equally by Buyer and Seller. The parties also agree to use such Purchase Price allocation in completing and filing the necessary Internal Revenue Code Forms for federal income tax purposes.

2.4 **Accredited Investor; Non Registration.** Seller represents and warrants to EBC and Buyer as follows:

2.4.1 The EBC Stock is being acquired by the Seller without Seller's being furnished any offering literature or prospectus and that this transaction has not been filed with or reviewed by the United States Securities and Exchange Commission or the securities department of any state.

2.4.2 The Seller has had access to information concerning EBC, including, without limitation, the opportunity to ask questions of and receive answers from EBC concerning any and all aspects of the EBC Stock, EBC, its business and operations.

2.4.3 The Seller is not acquiring the EBC Stock in reliance on any oral representations or warranties of EBC or the Buyer, or any of their directors, officers, employees, agents, independent contractors, or any other person (including soliciting agents, if any); and acknowledges that all documents, records, and books pertaining to this transaction which Seller has requested have been made available to him and/or his attorney, and/or his accountant, or other representative.

2.4.4 The Seller is familiar with the nature of and risks attending an investment of this type and, thus, has determined that the acquisition of the EBC Stock is consistent with Seller's investment objectives and income prospects.

2.4.5 The Seller is aware that no trading market for the EBC Stock exists at this time and that no trading market for the EBC Stock is promised to be created.

2.4.6 The Seller recognizes that EBC has a limited financial and operating history and that acquisition of the EBC Stock involves certain risks which are understood by the Seller.

2.4.7 The Seller realizes that, since the EBC Stock cannot be readily transferred, Seller may not readily liquidate its EBC Stock and affirms that Seller has sufficient liquid assets so that the acquisition of the EBC Stock will not interfere with Seller's financial needs or contingencies.

2.4.8 The Seller is an "Accredited Investor" as that term is defined in Rule 501(a) of Regulation D.

2.4.9 The Seller is acquiring the EBC Stock with the intent of holding such securities for investment for its own account and without the intent of participating directly or indirectly in a distribution of such securities.

2.4.10 Seller understands that the certificates for the EBC Stock may bear the following legend:

THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THE CORPORATION WILL NOT TRANSFER THIS CERTIFICATE UNLESS (i) THERE IS AN EFFECTIVE REGISTRATION COVERING THE SHARES REPRESENTED BY THIS CERTIFICATE UNDER THE SECURITIES ACT OF 1933 AND ALL APPLICABLE STATE SECURITIES LAWS OR (ii) THE PROPOSED TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND UNDER ALL APPLICABLE STATE SECURITIES LAWS.

2.4.11 Seller understands that the EBC Stock cannot be resold in a transaction to which the Securities Act and state securities laws apply unless (i) subsequently registered under the Securities Act and applicable state securities laws or (ii) an exemption from such registrations are available.

2.4.12 Seller understands that the Class A Common stock of EBC represents in the aggregate only forty-nine percent (49%) of the voting power of EBC irrespective of the number of shares of Class A Common stock issued and that current EBC shareholders have no preemptive right to purchase any additional shares of Class A Common stock that may be issued by EBC in the future.

2.4.13 Tax Liability. To the extent Seller deems necessary, Seller has reviewed with Seller's own tax advisors the federal, state, local and foreign tax consequences of this exchange of any assets for EBC and the transactions contemplated by this Agreement. Seller relies solely on such advisors and not on any statements or representations of Buyer, EBC or any of its agents. Seller understands that Seller (and not Buyer nor EBC) shall be responsible for Seller's own tax liability that may arise as a result of the transactions contemplated by this Agreement.

SECTION 3 **ADJUSTMENTS**

3.1 Adjustment Time. The "Adjustment Time" as used herein shall be 12:01 A.M. current local time in Harrison, Arkansas on the Closing Date.

3.2 Adjustment Items. The following items (the "Adjustment Items") shall be prorated as of the Adjustment Time, assuming a 365-day year or a 28 day, 30-day or 31-day month, as appropriate, paid by Seller in cash at Closing in accordance with Section 3.3 herein below.

3.2.1 Rentals or other charges, payable or paid in respect of leasehold interests or tenancies, or leased transmitter sites, studios, offices or other Real Property or equipment under any lease or tenancy of Real Property, and any and all equipment leases described in Schedule 1.1.2.

3.2.2 Real and personal property taxes and assessments (including sewerage assessments and fees), levied or assessed against or otherwise paid or payable with respect to any of the Assets.

3.2.3 Transferable license, permit, and registration fees, and like items.

3.2.4 Charges for utilities (including but not limited to electricity, fuel, water, basic monthly telephone charges, long distance telephone calls, and sanitation and garbage disposal) furnished to or in connection with the Station.

3.2.5 Unpaid obligations of Seller with respect to any lease, contract, or agreement which Buyer assumes, including, without limitation, unpaid or prepaid premiums on any insurance policies that Seller has agreed to assign to Buyer and Buyer elects to assume.

3.2.6 Other similar items applicable to the Assets and/or attributable to the operations and/or the business of the Station, it being the intention of the parties that all operations and the business of the Station prior to the Adjustment Time shall be for the account of Seller, and all operations and business of the Station after the Adjustment Time shall be for the account of Buyer.

3.2.7 If the amount of any real or personal property taxes or other fees, including but not limited to FCC regulatory fees, to be prorated are not known on the Closing Date, such payments shall be prorated as of the Adjustment Time based on the basis of the most recent tax assessment or fees assessed for the prior year based on similarly situated stations as applicable.

3.2.8 Buyer shall have no obligation to employ any of the employees of Seller. On execution of this Agreement, Seller shall deliver to Buyer a detailed list of all employees of the Station, their salaries, benefits and any other job-related matters for Buyer's review.

3.3 **Adjustments After Closing Date.** The party proposing the amount of the item to be adjusted must give proper notification to the other prior to the Closing Date. If the amount of any items to be adjusted cannot be readily ascertained or agreed upon on the Closing Date, proration of such items shall be determined within thirty (30) days after the Closing Date and payment therefor shall be made to the party entitled thereto within five (5) days after notice of such determination thereof has been given to Buyer or Seller, as the case may be. In the event of any disputes between the parties as to adjustments, the amounts not in dispute shall nonetheless be paid at the time provided in this Section 3.3 and such disputes shall be determined by an independent certified public accountant mutually acceptable to the parties. The accountant's resolution of the dispute shall be final and binding on the parties, and a judgment may be entered thereon in any court of competent jurisdiction. The fees and expenses of such accountant shall be paid one-half by Seller and one-half by Buyer.

SECTION 4

APPLICATION TO AND CONSENT BY COMMISSION

4.1 **Commission Consent.** Consummation of the purchase and sale provided for herein and the performance of the obligations of Seller and Buyer under this Agreement are subject to the condition that the Commission shall have issued a Commission Order (as defined in Section 2.2.1 hereof).

4.2 **Application For Commission Consent.** Seller and Buyer agree to proceed expeditiously and with due diligence and to use their best efforts and to cooperate with each other in seeking the Commission's approval of the transactions contemplated hereunder. Within ten (10) business days after the execution of this Agreement, the parties shall prepare and file

with the Commission an application for the assignment of the Commission Authorizations from Seller to Buyer in accordance with the then-effective rules, regulations, orders, and public notices of the Commission (the "Assignment Application") and all information, data, exhibits, resolutions, statements, and other materials necessary and proper in connection with such Assignment Application, including but not limited to any waiver request that is necessary to effectuate ownership of the Station by Buyer. Each party further agrees expeditiously to prepare amendments to the Assignment Application whenever such amendments are required or requested by the Commission or its rules.

4.2.1 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 Application. All filing fees imposed by the Commission should be paid one-half (½) each by Seller and Buyer.

4.2.2 Each party agrees to comply with any condition imposed on it by the Commission in granting the Assignment Application, except that no party shall be required to comply with a condition that would have a material adverse effect upon it, and neither party shall be required to take part in any trial-type hearing or judicial appeal arising out or relating to this Agreement or Assignment Application. Buyer 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 Section 17 of this Agreement).

4.3 **Notice of Application.** Seller shall, at its expense, give due public notice of the Assignment Application as required by the rules and regulations of the Commission.

4.4 **Delay in Approval of Application.** Either party at its option may terminate this Agreement by five (5) business days prior written notice to the other party, and without liability to the other party, at any time after two (2) years after the date of this Agreement if the Commission has not granted the Assignment Application within that time, provided that the party requesting termination has not committed a material breach under this Agreement that has resulted in the Commission failing to timely grant the Assignment Application. In the event of such termination, each party shall bear its own expenses. In the event Buyer is unable to procure Commission approval of the Assignment Application due to events arising out of Seller's ownership of the Assets, Seller agrees to undertake to satisfy any problems or issues with the Commission or, alternatively, Buyer may elect to terminate this Agreement and be entitled to seek specific performance. In the event Buyer is unable to procure Commission approval of the Assignment Application due to issues relating to Buyer's qualifications, Seller may elect to terminate this Agreement and be entitled to suitable remedy and compensation as set forth herein.

SECTION 5

ASSUMPTIONS

5.1 **Buyer's Assumed Obligations.** Buyer covenants and agrees to assume at Closing and discharge following the Closing all of the unperformed duties of Seller accruing under the leases and the Agreements listed in Schedules 1.1.2, 1.1.3 and 1.1.4, arising or to be performed on and after the Closing, and to the extent possible shall execute prior to Closing any agreements to assume and perform such duties as required by any of the Agreements.

5.2 **Seller's Liability.** Seller shall remain liable for and covenants to pay, satisfy, or discharge, all liabilities, payments, obligations, and duties under (a) the Agreements set forth in Schedule 1.1.4, and any leases or other instruments transferred or assigned to Buyer hereunder, accruing prior to or by reason of events occurring prior to the Closing Date, and (b) all Agreements not being transferred to Buyer no matter when the obligations occur.

SECTION 6 **REPRESENTATIONS AND WARRANTIES OF THE SELLER**

6.1 Organization and Standing.

6.1.1 Seller is now and on the Closing Date will be a limited partnership validly existing and in good standing under the laws of the State of Nevada. Seller has the full limited partnership power and authority to own the Assets and to carry on the business of the Station as it now is being conducted and is qualified to do business and in good standing in the State of Arkansas.

6.1.2 Seller has the full power and authority to enter into this Agreement and all of Seller's Closing Documents that require Seller's signature. The execution, delivery and performance of this Agreement (as of the date of execution of this Agreement and on the Closing Date) and the Seller's Closing Documents (on the Closing Date) are or will be authorized by all necessary action of Seller.

6.2 **Authorization and Binding Obligation.** Assuming due and valid authorization, execution and delivery of Buyer, this Agreement constitutes a valid and binding obligation of Seller enforceable against Seller in accordance with the terms of this Agreement, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws, now or hereinafter in effect, relating to creditors rights generally and (ii) general principles of equity (regardless of whether enforceability is considered a proceeding at law or in equity). Upon execution and delivery, the Seller's Closing Documents will constitute valid and binding obligations of Seller enforceable against Seller in accordance with their terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws, now or hereinafter in effect, relating to creditors rights generally and (ii) general principles of equity (regardless of whether enforceability is considered a proceeding at law or in equity).

6.3 **Non Contravention.** The execution, delivery, and performance of this Agreement or any of the Seller's Closing Documents do not violate any provision of the Partnership Agreement or other organizational documents of Seller, or any contract provision or other commitment to which Seller or any of its members or the Station is a party or under which it or its property is bound, or any judgment or order applicable to Seller, and will not result in the creation or imposition of any Lien upon any of the Assets.

6.4 **Business Records and Financial Statements.**

6.4.1 Seller has maintained and will maintain until Closing the business records of the Station in the usual, regular and ordinary manner in accordance with good business practices.

6.4.2 Seller has provided Buyer with its financial statements for the Station (the "Financial Statements") for the previous three years. The Financial Statements have been prepared on an accrual basis in accordance with generally accepted accounting principles. The Financial Statements accurately reflect the books, records and accounts of the Station in all material respects and present fairly the financial condition and results of the operation of the Station, as of the dates and for the periods indicated. Upon written request from Buyer, Seller shall provide updated quarterly financial reports for the Station from the Effective Date until Closing.

6.5 **Real and Tangible Personal Property.**

6.5.1 **Real Property.** Schedule 1.1.2 attached hereto accurately lists and describes all of the Real Property owned, leased or otherwise held or used by the Station which is being assigned or transferred to the Buyer. The Real Property listed in Schedule 1.1.2 comprises all of the real property interests necessary to conduct the business or operations of the Station as now conducted. Except as set forth in Schedule 6.5.1, Seller has, and following the Closing, Buyer will have, good and marketable fee simple title, insurable at standard rates, to all of the fee estates (including the improvements thereon) included in the Owned Real Property, free and clear of all Liens other than Permitted Liens. To the extent the Real Property is subject to any easements, restrictions, encroachments and/or state and local zoning ordinances, which are set forth in Schedule 6.5.1, Buyer accepts existing easements, restrictions, encroachments and state and local zoning ordinances, provided none of them materially impair the use of the Real Property for its present purpose.

6.5.2 **Patents, Trademarks, Copyrights.** The Intangible Property includes all call signs, slogans, and logos owned by Seller and used to promote or identify the Station. All computer software located at the Seller's premises and used in Seller's business or operation of the Station is properly licensed to Seller, and all of Seller's uses of such computer software are authorized under such licenses.

6.5.3 **Tangible Personal Property.** Schedule 1.1.3 attached hereto accurately lists all the material Tangible Personal Property owned, leased, or otherwise held by the Station and/or Seller which is intended to be conveyed hereunder. Except as otherwise disclosed in Schedule 1.1.3, Seller is the owner of and has, and following the Closing, Buyer will have, good, clear, marketable, and indefeasible title to all of the Tangible Personal Property owned by Seller listed in Schedule 1.1.3, free and clear of all Liens, other than Permitted Liens. Seller has a valid and enforceable right to use all of the Tangible Personal Property leased by or licensed to Seller, in each case, free and clear of all Liens, other than Permitted Liens.

6.5.4 **Condition of Tangible Personal Property.** The Tangible Personal Property listed in Schedule 1.1.3 (except as expressly noted therein) is in good maintenance, operating condition, and repair in accordance with generally accepted standards of practice in the broadcast industry, and to Seller's knowledge, is free from defects in materials and workmanship in all material respects and complies with FCC Rules and Regulations in all material respects

6.6 **Agreements.**

6.6.1 Schedule 1.1.4 accurately lists all material agreements and other contracts (or, when the same are oral, a complete and correct description thereof) with respect to the Station to be conveyed hereby (except for contracts for the sale of advertising time for cash) to which, as of the date hereof, Seller and/or the Station is a party or by which Seller and/or the Station may be bound or obligated in any way (collectively, the "Agreements").

6.6.2 The Agreements listed in Schedule 1.1.4 are in full force and effect and are valid, binding, and enforceable against Seller in accordance with their terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws, now or hereinafter in effect, relating to creditors rights generally and (ii) general principles of equity (regardless of whether enforceability is considered a proceeding at law or in equity). Except as stated in Schedule 1.1.4, the Agreements are assignable by Seller to Buyer on the same terms and conditions as Seller now enjoys, and to Seller's knowledge, Seller has performed in all material respects, all the obligations imposed upon Seller under any such Agreements that are to be performed prior to the date hereof. Those Agreements, if any, that Seller and Buyer have agreed are material to the operation of the Station, have been marked with an asterisk on Schedule 1.1.4 ("Material Agreements"). Notwithstanding any other Section of this Agreement, to the extent that the consent or approval of any third person is required under those Agreements not designated as Material Agreements, in order to assign such Agreement from Seller to Buyer, Seller shall in good faith endeavor to obtain such consents and approvals. If any such consent or approval is not obtained, then Seller shall have no obligation to convey and Buyer shall have no obligation to assume those Agreements at Closing. For those Material Agreements, the valid assignment

and receipt by Buyer of such consent and approval (along with appropriate estoppel certificates, if so required), are a condition to the consummation of the transaction contemplated hereby.

6.6.3 To Seller's knowledge, there is no default by or any written notice delivered to Seller of a claim of default against the Seller or any other party to the Agreements listed in Schedule 1.1.4 or any event occurring that, with or without notice or lapse of time would result in a default under any such Agreement by Seller or any other party. There are no contracts or agreements to which the Seller and/or the Station is a party which may be binding upon the Assets to be sold hereunder other than the Agreements expressly set forth in Schedule 1.1.4, and other contracts and agreements entered into in the usual course of business between the date of this Agreement and the Closing Date, provided, however, copies of such contracts and agreements entered into shall be delivered to Buyer within five (5) business days of being executed, and Buyer shall be under no obligation to assume such contract or agreement if the obligation by Seller is in excess of One Thousand Dollars (\$1,000).

6.6.4 **Leased Real Property.** Schedule 1.1.2 accurately lists all of the leases which Buyer has agreed to assume to which the Seller and/or the Station are a party or under which Seller and/or the Station are bound for the rental of real property. A true and complete copy of each lease comprising the Leased Real Property has heretofore been delivered to Buyer. All such leases are in full force and effect and valid, binding, and enforceable against Seller in accordance with their terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws, now or hereinafter in effect, relating to creditors rights generally and (ii) general principles of equity (regardless of whether enforceability is considered a proceeding at law or in equity), and Seller has duly performed all of its material obligations under such leases. To Seller's knowledge, there is no default by or claim of default against Seller or any other party to such leases, or any event or circumstance that with the passage of time or the giving of notice or both would result in a default by Seller or any other party, and no written notice of termination with respect to any of such leases has been delivered to Seller. Seller's Leased Real Property leases are assignable to Buyer on the same terms and conditions as Seller now enjoys, except as stated in Schedule 1.1.2.

6.7 **Authorizations.**

6.7.1 Seller is the holder of all licenses, permits, and authorizations necessary to operate the business of the Station as it now is being conducted, including, without limitation, all Commission Authorizations listed in Schedule 1.1.1. All such Commission Authorizations are validly existing authorizations for the operation of the facilities described therein under the Communications Act of 1934, as amended, and all other authorizations and permits are validly existing and in good standing with the issuing authority. There is no action pending, nor to Seller's knowledge, threatened before the Commission or other body to revoke, refuse to renew, suspend or modify any of the Commission Authorizations or other governmental authorizations or permits, or any action which may result in the denial of any

pending applications, the issuance of any cease and desist orders, or the imposition of any administrative sanctions whatsoever with respect to the Station or its operation, except as required to transfer same to Buyer.

6.7.2 All material reports, applications and other documents required to be filed by Seller with the Commission or any other governmental body with respect to the Station or its operations have been filed and all such reports, applications and documents are true and correct in all material respects. There are no matters that might result in the suspension or revocation of any Commission Authorizations or any other governmental authorization or permit pertaining to the Station.

6.8 **Litigation and Insurance.**

6.8.1 **Litigation; Compliance With Law.** The Station is in compliance in all material respects with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, compliance with the Communications Act and all rules and regulations issued thereunder. Other than proceedings affecting the broadcasting industry in general, there is no complaint, claim, litigation, investigation, or judicial, administrative, or other proceeding of any nature, including, without limitation, a grievance or arbitration, pending, or to Seller's knowledge, threatened, against the Station, Seller, or any of the Assets being sold or transferred to Buyer, including, without limitation, any proceeding which may (a) adversely affect the Assets or the Commission Authorizations to be assigned hereunder, or the operation of the Station, or the ability of Buyer to own and operate the Station, or the use, ownership, or operation of any of the Assets by Buyer, (b) restrain or enjoin the Closing or the consummation of the transactions contemplated hereby, or (c) result in the revocation, modification or suspension of the Commission Authorizations, or the issuance or imposition of any administrative sanction that might adversely affect the Assets or the Commission Authorizations, or the operation of the Station or the ability of Buyer to own and operate the Station or the use, ownership, or operation of any of the Assets by Buyer. Seller will give Buyer prompt notice of its discovery of the institution or the threat of any such litigation, investigation, or proceeding. Seller is not in default in respect to any judgment, order, writ, injunction, decree, rule, or regulation applicable to it of any applicable court or governmental body, which default would have a materially adverse effect on the Assets and the Station.

6.8.2 **Insurance.** All of the Tangible Personal Property listed in Schedule 1.1.3 is insured under the policies listed in Schedule 6.8.2, including, without limitation, public liability and broadcaster's liability insurance for the Station. All such policies are in full force and effect, and all premiums for all such fire, flood, and extended coverage insurance and such public liability and broadcaster's liability insurance have been paid when due, and Seller will maintain said insurance policies from the date of this Agreement until the Closing Date.

6.9 **Employees and Labor Relations.**

6.9.1 Other than as disclosed in Schedule 6.9.1, Seller: (a) is not a party to any collective bargaining agreement or any other labor or union agreement covering or relating to any of Station's employees and has not recognized, to Seller's knowledge is not required to recognize, and has received no demand for recognition of any collective bargaining or union agreement with any of the employees of the Station, (b) has not promulgated any policy or entered into any agreement relating to the payment of pensions, profit sharing, or bonuses to any of its employees whose employment, if terminated or suspended, for which Buyer will be liable, and (c) has not committed any unfair labor practices.

6.9.2 Seller has complied in all material respects with all applicable laws, rules and regulations relating to the employment of labor, including those relating to rates, hours, equal employment opportunity, collective bargaining, and the withholding and payment of taxes and contributions and has withheld all amounts required by law or agreement to be withheld from the wages or salaries of the Station's employees and is not liable to the employees or any government body for arrears of wages or for any tax or penalty for failure to comply with the foregoing.

6.9.3 Seller has delivered to Buyer a list of all of Seller's employees employed as of the date of this Agreement, their salaries and benefits for Buyer's review. Buyer shall have no obligation to employ any of Seller's employees but shall not be prohibited from offering employment to any such employee, with the understanding that in the event Buyer hires any such employee he or she shall be treated as a new employee with no preexisting obligation, liability or payment owed to such employee by Buyer based on the employee's previous employment by Seller.

6.10 **Taxes and Other Matters.**

6.10.1 **Payment of Taxes.** All material returns and reports concerning franchise taxes, unemployment insurance, withholding and payroll taxes, sales taxes, personal property taxes, license taxes, social security taxes, and all other similar reports required to have been filed by the Seller relating to the Assets, the Station, and/or its operation pursuant to any law or regulation have been timely filed, and all material taxes, interest, assessments, and penalties which are due to any taxing authority, federal, state, or local, with respect to any tax period ending on or prior to the date hereof have been timely paid.

6.10.2 **Insolvency Proceedings.** No insolvency proceedings of any kind, including without limitation bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller or the Assets are pending or to Seller's knowledge, threatened. Seller has not made an assignment for the benefit of creditors or taken any action with a view to, or that would constitute a valid basis for, the institution of any such insolvency proceedings.

6.10.3 **Intangibles.** Seller owns or is licensed or otherwise possesses rights to use the Intangibles, as described on Schedule 1.1.5, and all copyrights, patents, program rights, trade names, trade marks, logos, service marks, proprietary information, and other similar rights or symbols associated therewith, together with all goodwill associated therewith. To the knowledge of Seller, there are no oppositions, cancellations, invalidity proceedings, interferences or re-examination proceedings presently pending with respect to the Intangibles that are reasonably likely to have a material adverse effect on the Station and the Assets taken as a whole. To the knowledge of Seller, the use of the Intangibles by the Seller does not infringe any intellectual property rights or any other proprietary right of third parties, and Seller has not received any written notice from a third party pertaining to or challenging the right of Seller to use any of the Intangibles. Seller has not made any claim of a violation or infringement by others of its rights to or in connection with the Intangibles which is pending. Seller is authorized by the Commission to use the call letters "KWBM."

6.10.4 **Environmental Matters.** (a) To Seller's knowledge, Seller has complied in all material respects with all laws, rules and regulations of all federal, state, and local governments (and all agencies thereof) concerning the environment, public health and safety, and employee health and safety, including but not limited to compliance with all Commission requirements pertaining to RF radiation, and has obtained all material environmental, health and safety permits necessary for the operation of the Station, and all such permits are in full force and effect. No charge, complaint, action, suit, proceeding, hearing, investigation, claim, demand, or notice has been filed or commenced against Seller alleging any failure to comply with any such law, rule or regulation. Seller has not performed an environmental assessment of the site, but is not aware of any environmental problems.

(b) To Seller's knowledge, neither Seller, nor to Seller's knowledge any predecessor owner or occupant of the Real Property, has handled or disposed of any substance, arranged for the disposal of any substance, or owned or operated or leased the Assets in any manner that could form the basis for any present or future charge, complaint, action, suit, proceeding, hearing, investigation, claim or demand regarding environmental matters (under the common law or pursuant to any statute) against Seller giving rise to any material liability.

6.10.5. **Information Held in Confidence.** From the date hereof until the Closing Date, Seller and representatives of Seller, will hold in strict confidence, and will not disclose to any third party, any confidential data and information that is not publicly available, which is obtained in connection with this transaction with respect to the business of Buyer, including any information as to the EBC Stock, except insofar as it may be required by law to be publicly disclosed or submitted to the Commission. If the transactions contemplated by this Agreement are not consummated, Seller will return to Buyer all such data and information, including, but not limited to, all documents, copies of documents and memoranda or other materials prepared by Seller which incorporate data or information obtained from Buyer that is otherwise not publicly available and all other data and information made available to Seller in connection with this transaction which would otherwise not be publicly available, except that

which may be required to be submitted to the Commission. Notwithstanding the foregoing, the parties (and each employee, representative, or other agent of the parties) may disclose to any and all persons, without limitation of any kind, the tax treatment and any facts that may be relevant to the tax structure of the transaction, provided, however, that no party (and no employee, representative, or other agent thereof) shall disclose any other information that is not relevant to understanding the tax treatment and tax structure of the transaction (including the identity of any party and any information that could lead another to determine the identity of any party), or any other information to the extent that such disclosure could result in a violation of any federal or state securities law.

6.10.6 **No Untrue Statements or Omission.** No statement, representation or warranty made by Seller in this Agreement or any Schedule, exhibit, statement, certificate, or other document heretofore or hereafter furnished by Seller, or on its behalf, to EBC or Buyer or its representatives pursuant to this Agreement or in connection with the transactions contemplated hereby contains or will contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained therein not misleading. All representations and warranties of Seller set forth in this Agreement shall be true, complete and accurate in all material respects as of the Closing Date as if made on that date (and except for representations and warranties made as of a specified date, which need be true and correct only as of the specified date).

SECTION 7

WARRANTIES, REPRESENTATIONS AND COVENANTS OF EBC AND BUYER

Buyer and EBC covenant, represent, and warrant as follows:

7.1 **Organization and Standing.** Each of EBC and Buyer is now and on the Closing Date will be a corporation validly existing and in good standing under the laws of the State of Arkansas. Each of EBC and Buyer has full corporate power and authority to own its assets and to carry on its business as it is now being conducted and is qualified to do business and in good standing in each jurisdiction in which the character of its properties owned or leased therein or the transaction of its business makes such qualification necessary.

7.2 **Authorization and Binding Obligation.** Each of EBC and Buyer has all necessary power and authority to enter into this Agreement and to execute all of Buyer's Closing Documents that require its signature. Appropriate resolutions, where necessary, to that effect shall be provided at closing. The execution, delivery and performance of this Agreement (as of the date of execution of this Agreement and on the Closing Date) and the Buyer's Closing Documents (on the Closing Date) are or will be authorized by all necessary action of EBC and Buyer. This Agreement constitutes a valid and binding obligation of EBC and Buyer enforceable against EBC and Buyer in accordance with the terms of this Agreement. Upon execution, the Buyer's closing documents will constitute valid and binding obligations of

EBC and Buyer enforceable against EBC and Buyer in accordance with their terms.

7.3 **Capitalization.** The authorized capital stock of EBC consists of 30,000,000 shares of Class A Common Stock, par value \$0.01 per share ("Class A Common Stock"); 2,000,000 shares of Class B Common Stock, par value \$0.01 per share ("Class B Common Stock"); 4,000,000 shares of Class C Common Stock, par value \$0.01 ("Class C Common Stock"); and 4,000,000 shares of Preferred Stock, par value \$0.01 per share ("Preferred Stock"). As of the date hereof, there are 15,271,044 shares of Class A Common Stock; 1,349,585 shares of Class B Common Stock, 0 shares of Class C Common Stock and 3,991,625 shares of Preferred Stock issued and outstanding. All of the issued and outstanding capital stock of EBC has been and the EBC Stock when issued will be duly and validly issued and fully paid and non-assessable, and none was issued and the EBC Stock when issued will not be issued in violation of any preemptive or other right. All of EBC Stock was offered and will be sold in compliance with all applicable federal and state securities laws and regulations. Except as set forth in Schedule 7.3, there are no options, warrants or other rights to subscribe for or purchase any capital stock of EBC or securities convertible into or exchangeable for, or which otherwise confer on the holder any right to acquire, any capital stock of EBC, nor is EBC committed to issue any such option, warrant or other right. There are no outstanding stock appreciation, phantom stock, profit participation or similar rights with respect to the capital stock of EBC. True and complete copies of EBC's certificate of incorporation and bylaws as amended to date heretofore have been provided to the Seller.

7.4 **Non Contravention.** The execution, delivery and performance of this Agreement or any of Buyer's Closing Documents do not violate any provision of the Articles of Incorporation or By-laws of EBC or Buyer, or any contract provision or other commitment to which Buyer or EBC or any of its officers or directors or its parent entities is a party or under which it or its property is bound, or any judgment or order or require any consent or approval except as set forth herein, or violate any permit or license.

7.5 **Business Records and Financial Statements.**

7.5.1 EBC has maintained and will maintain the business records of EBC in the usual, regular and ordinary manner in accordance with good business practices.

7.5.2 EBC has provided Seller with its financial statements (the "EBC Financial Statements") for the previous three years. The EBC Financial Statements have been prepared on a accrual basis in accordance with generally accepted accounting principles. The EBC Financial Statements accurately reflect the books, records and accounts of EBC in all material respects and present fairly the financial condition and results of operations of EBC, as of the dates and for the periods indicated. Upon written request from Seller, EBC shall provide updated quarterly financial reports for EBC from the Effective Date until Closing.

7.6 **Litigation: Compliance With Law.** To EBC's and Buyer's knowledge, Buyer

is in compliance in all material respects with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, compliance with the Communications Act and all rules and regulations issued thereunder. Other than proceedings affecting the broadcasting industry in general, there is no complaint, claim, litigation, investigation, or judicial, administrative, or other proceeding of any nature, including, without limitation, a grievance or arbitration or proceeding pending, or to Buyer's or EBC's knowledge, threatened, against Buyer or EBC, which may (a) adversely affect the grant of the Commission Order, or the ability of Buyer to own and operate the Station, or the use, ownership, or operation of any of the Assets by Buyer, (b) restrain or enjoin the Closing or the consummation of the transactions contemplated hereby, (c) result in the issuance or imposition of any administrative sanction that might adversely affect the grant of the Commission Order or the ability of EBC and Buyer to own and operate the Station or the use, ownership, or operation of any of the Assets by Buyer, or (d) that has had or is reasonably expected to have a significant adverse effect on the financial condition of EBC and its subsidiaries taken as a whole. Buyer will give Seller prompt notice of its discovery of the institution or the threat of any such litigation, investigation, or proceeding. Neither Buyer nor EBC is in default in respect to any judgment, order, writ, injunction, decree, rule, or regulation applicable to it of any applicable court or governmental body, which default would have a materially adverse effect on Buyer or EBC.

7.7 Information Held in Confidence. From the date hereof until the Closing Date, EBC and Buyer and representatives of EBC and Buyer, including EBC's and Buyer's lenders, if any, will hold in strict confidence, and will not disclose to any third party, any confidential data and information that is not publicly available, which is obtained in connection with this transaction with respect to the business of Seller, except insofar as it is required by a lender to EBC or Buyer and insofar as it may be required by law to be publicly disclosed or submitted to the Commission. If the transactions contemplated by this Agreement are not consummated, EBC and Buyer will return to Seller all such data and information, including, but not limited to, all documents, copies of documents and memoranda or other materials prepared by EBC or Buyer which incorporate data or information obtained from Seller that is otherwise not publicly available and all other data and information made available to EBC or Buyer in connection with this transaction which would otherwise not be publicly available, except that which may be required to be submitted to the Commission. Notwithstanding the foregoing, the parties (and each employee, representative, or other agent of the parties) may disclose to any and all persons, without limitation of any kind, the tax treatment and any facts that may be relevant to the tax structure of the transaction, provided, however, that no party (and no employee, representative, or other agent thereof) shall disclose any other information that is not relevant to understanding the tax treatment and tax structure of the transaction (including the identity of any party and any information that could lead another to determine the identity of any party), or any other information to the extent that such disclosure could result in a violation of any federal or state securities law.

7.8 Buyer's Qualifications. Other than as set forth in Schedule 7., there is no fact that would, under present law (including the Communications Act of 1934, as amended) and the

present rules and regulations of the Commission, disqualify Buyer from being the assignee of the Station or that would delay Commission approval of the Assignment Application. Should Buyer become aware of any such fact, it will so inform Seller and will use its best efforts to remove any such disqualification.

7.9 **Insolvency Proceedings.** No insolvency proceedings of any kind, including without limitation bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary affecting EBC or Buyer are pending or threatened. Neither EBC nor Buyer has made an assignment for the benefit of creditors or taken any action with a view to, or that would constitute a valid basis for, the institution of any such insolvency proceedings.

7.10 **Restrictions on Seller.** Nothing contained in this Agreement shall give Seller any right to control the programming or operations of the Station after the Closing Date, as Buyer shall have complete control of the programming and operation of the Station as of the Closing Date. Pursuant to Section 73.1150 of the Commission Rules, Seller shall have no reversionary interest in the Station or any other interest relating to ownership after the Closing Date, except for that interest represented by its ownership of EBC Stock.

7.11 **No Undisclosed Liabilities.** Except (a) as disclosed in the Financial Statements and (b) for liabilities and obligations incurred in the ordinary course of business and consistent with past practice, since the audited financial statement for the year ending December 31, 2001, EBC has no liability or obligation, whether or not accrued, contingent or otherwise, that has had, or is reasonably likely to have, a material adverse effect on EBC and its subsidiaries taken as a whole.

7.12 **Absence of Certain Changes.** Since the audited financial statement for the year ending December 31, 2001, there has not been and event or occurrence that has had or is reasonably likely to have a material adverse effect on the financial condition of EBC and its subsidiaries taken as a whole.

7.13 **No Untrue Statements or Omission.** No statement, representation or warranty made by EBC or Buyer in this Agreement or any Schedule, exhibit, statement, certificate, or other document heretofore or hereafter furnished by EBC or Buyer or its representatives to Seller or its representatives pursuant to this Agreement or in connection with the transactions contemplated hereby contains or will contain any untrue statement of material fact or omit to state a material fact necessary to make the statement contained therein not misleading. All representations and warranties of Buyer or EBC set forth in this Agreement shall be true, complete and accurate in all material respects as of the Closing Date as if made on that date (and except for representations and warranties made as of a specified date, which need be true and correct only as of the specified date).

SECTION 8

**SELLER'S CONDUCT OF BUSINESS PRIOR
TO CLOSING AND BUYER'S ACCESS TO INFORMATION**

8.1 **Affirmative Covenants of Seller.** From the date of this Agreement until the Closing Date, Seller shall have complete control and supervision of and sole responsibility for the Station and its operation, except as it may delegate under its supervision any Station function to the Buyer pursuant to a valid written agreement between the Parties, provided such delegation is in compliance with Commission regulations. During such period, Seller shall use reasonable efforts to:

8.1.1 Operate the Station in good faith and, in a manner consistent with the normal and prudent operation of commercial broadcast Station and in accordance with the rules and regulations of the Commission, and the Commission Authorizations.

8.1.2 Keep and preserve the Business Records in accordance with good business practice.

8.1.3 Endeavor to protect the Station from interference from other stations, as interference is defined under the Commission's Rules in relation to the protection afforded to analog and digital commercial television broadcast stations, existing or proposed, of which Seller has actual knowledge, and promptly shall give Buyer notice of any such proposed or actual interference.

8.1.4 Maintain all of the Real Property and the Tangible Personal Property, as specified in Schedules 1.1.2 and 1.1.3, in the ordinary course of business consistent with past practice.

8.1.5 To the extent so requested by Buyer, Seller shall preserve its current network affiliation agreement and all programming agreements in place as of the Effective Date.

8.1.6 Maintain the existing inventory levels of the Station (including office supplies, spare parts, tubes, equipment and the like) in the ordinary course of business consistent with past practice.

8.1.7 Deliver to Buyer, within five (5) business days after filing thereof with the Commission, copies of any and all reports, applications, and/or responses relating to the Station which are filed with the Commission on or prior to the Closing Date, including a copy of any Commission inquiries to which the filing is responsive (in the event of an oral Commission inquiry, Seller will furnish a written summary thereof).

8.1.8 Give prompt notice to Buyer of any occurrence that comes to Seller's attention that may constitute a misrepresentation, breach of warranty, or nonfulfillment of any covenant or condition on the part of the Seller contained in this Agreement.

8.2 **Negative Covenants of Seller.** Between the date hereof and the Closing Date, Seller shall not, with respect to the Assets, the Station, or the operation thereof, without the consent of Buyer, which consent shall not be unreasonably withheld:

8.2.1 Cancel, modify, alter, amend, encumber, or any way discharge, terminate, or impair any material Agreements or leases pertaining to the Station, except for those contracts and agreements not being assumed by Buyer.

8.2.2 By any act or omission surrender, modify adversely, forfeit, or fail to renew under regular terms the Commission Authorizations with respect to the Station or give the Commission grounds to institute any proceeding for the revocation, suspension or modification of any such Commission Authorization, or fail to prosecute with due diligence any pending applications with respect to such Commission Authorizations.

8.2.3 Other than in the usual and ordinary course of business, sell or dispose of any of the Assets. Seller shall replace all Assets thus disposed of in the usual and ordinary course of business with assets having an aggregate value at least equal to the aggregate value of the Assets sold or otherwise disposed of.

8.2.4 Create or suffer or permit the creation of any mortgage, conditional sales agreement, security interest, lien, hypothecation, pledge, encumbrance, restriction, liability, charge, claim or imperfection of title on any of the Assets or with respect thereto.

8.2.5 Take any action that would prevent Seller from consummating the transactions contemplated in this Agreement.

8.3 **Covenants of EBC and Buyer.** From the date of this Agreement until the Closing Date, EBC and Buyer shall:

8.3.1 Keep and preserve their business records in accordance with good business practice.

8.3.2 Conduct their operations in the ordinary course of business consistent

with past practices.

8.3.3 Give prompt notice to Seller of any occurrence that comes to EBC's or Buyer's attention that may constitute a misrepresentation, breach of warranty, or nonfulfillment of any covenant or condition on the part of EBC or Buyer contained in this Agreement.

8.4 From the date of this Agreement until the Closing Date, and other than the actions being taken and subject to the terms and conditions set forth under Schedule 7.8 herein, Buyer and EBC covenant that they will take no action, or fail to take any action, that would disqualify Buyer from becoming the licensee of the Station or materially delay the grant of the Assignment Application by the Commission.

8.5 **Access to Information.**

8.5.1 Between the date hereof and the Closing Date, upon reasonable notice Seller will give to Buyer and its authorized representatives and agents, including engineers, accountants, lawyers, and other representatives, reasonable access during reasonable business hours to the Assets. Such access shall remain subject to the reasonable availability of representatives of Seller to accompany Buyer's representatives. Seller shall furnish to Buyer such information and materials concerning the Station's affairs as Buyer may reasonably request, so far as such access, information and materials pertain to the operation of the Station.

8.5.2 Seller and its authorized representatives shall have, after the Closing Date, the right to obtain within twenty-four (24) hours of making a request, reasonable access to originals or copies of all logs, books, relevant records, contracts and documents of the Station necessary for the preparation of Seller's tax returns and other required governmental filings, which information and materials shall be used solely for such purposes.

8.6 **Restrictions on EBC and Buyer.** Unless otherwise agreed to in writing between the Parties pursuant to a Joint Sales or Time Brokerage Agreement, nothing contained in this Agreement shall give EBC or Buyer any right to control the programming or operations of the Station prior to the Closing Date and Seller shall have complete control of the programming and operation of the Station between the date hereof and the Closing Date and shall operate the Station in conformity with the public interest, convenience and necessity and with all other requirements of law and this Agreement.

SECTION 9
CONDITIONS FOR CLOSING

9.1 **Closing.** The Closing of this Agreement shall take place at the offices of Irwin, Campbell & Tannenwald, P.C., in Washington DC, Counsel to EBC and Buyer, or such other place as shall be mutually agreed upon by Buyer and Seller, on the Closing Date. Closing may occur via facsimile without the parties actually present.

9.2 **Conditions Precedent to Obligations of EBC and Buyer.** The performance of the obligations of EBC and Buyer under this Agreement is subject to the satisfaction of each of the following express conditions precedent, provided that EBC or Buyer may, at its election, waive any of such conditions:

9.2.1 Seller shall have delivered to Buyer the Seller's Closing Documents as described in Section 10.1 below.

9.2.2 Each of the Seller's representations and warranties contained in this Agreement or in any Schedule, certificate, or document delivered pursuant to the provisions hereof, or in connection with the transactions contemplated hereby, shall be true and correct in all material respects at and as of the Closing Date as if each such representation or warranty was made at and as of such time, except with respect to such changes as are contemplated or permitted by this Agreement (and except for representations and warranties made as of a specified date, which need be true and correct only as of the specified date).

9.2.3 Seller shall have performed and complied in all material respects with all covenants, agreements and obligations required by this Agreement to be performed or complied with by it prior to the Closing Date.

9.2.4 Seller shall be the holder of the requisite Commission Authorizations and shall be operating the Station substantially in accordance with the terms of the Commission Authorizations.

9.2.5 All outstanding mortgages, liens, security agreements, and other charges and encumbrances on the Assets, shall have been discharged and satisfied other than Permitted Liens, or arrangements made to discharge same at Closing.

9.2.6 Seller shall have delivered to Buyer an inventory of the Tangible Personal Property to be conveyed, current as of the Closing Date. There shall be no material changes between Schedule 1.1.3 and the inventory of Tangible Personal Property as of the Closing Date other than changes that have been agreed to and accepted by Buyer, in its reasonable discretion.

9.2.7 Seller shall have delivered to Buyer an opinion of Seller's communications counsel and corporate opinion of Seller's corporate counsel, both dated as of the Closing Date, and both in form and substance reasonably satisfactory to counsel for Buyer.

9.2.8 Seller shall have obtained all consents, approvals, and waivers of other persons or parties as may be required for the consummation of the transactions contemplated by this Agreement and such consents shall contain terms no less favorable than now enjoyed by Seller, including but not limited to consents to assign the Material Agreements

and consents to assign the Agreements listed in Schedules 1.1.2 and 1.1.4.

9.2.9 No material adverse change or material destruction of the Station' Assets, shall have occurred or be threatened to occur.

9.2.10 The Commission Order shall have been granted, and such order shall be a Final Order if so elected by Buyer.

9.3 **Conditions Precedent to Obligations of Seller.** The performance of the obligations of the Seller under this Agreement is subject to the satisfaction of each of the following express conditions precedent, provided that Seller may, at its election, waive any of such conditions:

9.3.1 EBC and Buyer shall have delivered to Seller the Buyer's Closing Documents (as defined in Section 10.2 below).

9.3.2 Each of EBC's and Buyer's representations and warranties contained in this Agreement or in any Schedule, certificate or document delivered pursuant to the provisions hereof, or in connection with the transactions contemplated hereby, shall be true and correct in all material respects at and as of Closing Date, as though each such representation or warranty was made at and as of such time, except in respect of such changes as are contemplated or permitted by this Agreement (except for representations and warranties made as of a specified date, which need be true and correct only as of the specified date).

9.3.3 Buyer shall have performed and complied in all material respects with all covenants, agreements and obligations required by this Agreement to be performed or complied with by it prior to the Closing Date

9.3.4 Buyer shall have agreed in a form reasonably acceptable to Seller to assume all obligations under the Agreements assigned to Buyer arising on or after the Closing Date.

9.3.5 Each of EBC and Buyer shall have obtained all consents, approvals, and waivers of other persons or parties as may be required for the consummation of the transactions contemplated by this Agreement.

9.3.6 No material adverse change in the financial condition of EBC shall have occurred or be threatened to occur.

9.3.7 The Commission Order shall have been granted, and such order shall be a Final Order, if so elected by Buyer.

9.3.8 EBC shall have delivered to Seller an opinion dated as of the Closing

Date from corporate counsel for EBC, in form and substance reasonably satisfactory to counsel for Seller.

SECTION 10

OBLIGATIONS AT CLOSING

10.1 **Closing Documents to be Delivered by Seller.** At the Closing, Seller shall deliver to Buyer the following ("Seller's Closing Documents"):

10.1.1 An executed Bill of Sale in form and substance reasonably satisfactory to Buyer transferring to Buyer all Tangible Personal Property to be transferred hereunder.

10.1.2 An executed Assignment and Assumption Agreement in form and substance reasonably satisfactory to Buyer assigning to Buyer the Agreements to be assigned hereunder.

10.1.3 An executed Assignment and Transfer in form and substance reasonably satisfactory to counsel for Buyer assigning and transferring to Buyer all of the Commission Authorizations and the Intangibles.

10.1.4 A certified copy of the resolutions of the General Partner of Seller authorizing the execution, delivery, and performance of this Agreement by Seller and the consummation of the transactions provided for herein, attested to by the Secretary of such General Partner.

10.1.5 Opinions of Seller's communications counsel and Seller's corporate counsel, both dated as of the Closing Date and both in form and substance reasonable satisfactory to Buyer.

10.1.6 A certificate executed by Seller stating that (a) all of the representations and warranties of Seller set forth in this Agreement are in all material respects true, correct, and accurate as of the Closing Date (except for representations and warranties made as of a specified date, which need be true and correct only as of the specified date), and (b) all covenants set forth in this Agreement to be performed by Seller on or prior to the Closing Date have been performed in all material respects.

10.1.7 All Business Records not retained by Seller pursuant hereto.

10.1.8 Possession and/or ownership of and all right, title and/or interest in and to the Assets.

10.1.9 Consents referred to in Section 9.2.8.

10.2 **Closing Documents to be Delivered by EBC and Buyer.** At the Closing, EBC and Buyer shall deliver to Seller the following ("Buyer's Closing Documents"):

10.2.1 The Purchase Price as provided in Section 2.2.

10.2.2 A certificate executed by an Buyer stating that; (a) all of the representations and warranties of EBC and Buyer set forth in this Agreement are in all material respects true, correct, and accurate as of the Closing Date, and (b) all covenants set forth in this Agreement to be performed by EBC and Buyer on or prior to the Closing Date have been performed in all material respects.

10.2.3 An Assignment and Assumption Agreement executed by Buyer, in form and substance reasonably satisfactory to Seller.

10.2.4 A certified copy of the resolutions of EBC and Buyer authorizing the execution, delivery and performance of this Agreement by EBC and Buyer and the consummation of the transactions provided for herein, attested to by the Secretary of EBC and Buyer.

SECTION 11

ACCOUNTS RECEIVABLE

11.1 **Collection Procedures.** Upon the Effective Date, and subject to the terms and conditions of the JSA, Seller shall assign to Buyer all of the Accounts Receivable for purposes of collection only. For a period of one hundred twenty (120) days from the Effective Date, Buyer shall collect such Accounts Receivable on Seller's behalf and will remit receipts to Seller not less than once each month during the effective term of the JSA (the "Collection Period"). So long as the Accounts Receivable are in Buyer's possession, neither Seller nor its agents shall make any solicitation of them for collection purposes nor institute litigation for the collection of any amounts due thereunder. All payments received by Buyer during the Collection Period from any person obligated with respect to any of the Accounts Receivable shall be applied to Seller's account; provided, however, that if during the Collection Period any account debtor contests in writing the validity of its obligation with respect to any Account Receivable, then Buyer may return that Account Receivable to Seller after which Seller shall be solely responsible for the collection thereof. Any of the Accounts Receivable that are not collected during the Collection Period shall be reassigned to Seller after which Buyer shall have no further obligation to Seller with respect to the Accounts Receivable; provided, however, that all funds subsequently received by Buyer (for an additional 90 days) that can be specifically identified, whether by accompanying invoice or otherwise, as a payment on any Account Receivable shall be promptly paid over or forwarded to Seller. Buyer shall not have the right

to compromise, settle, or adjust the amounts of any of the Accounts Receivable without Seller's prior written consent, or to withhold any proceeds of the Accounts Receivable or to retain any uncollected Accounts Receivable after the expiration of the Collection Period for any reason whatsoever.

SECTION 12

BROKERAGE

12.1 **Brokerage Fee.** Seller on the one hand and each of EBC and Buyer on the other hand each represent and warrant to the other that other than the engagement of CEA Media Group, LLC ("Broker"), none of EBC, Buyer or Seller has engaged any broker, finder or agent in connection with the transactions contemplated by this Agreement. None of Seller, EBC or Buyer have incurred any unpaid liability or agreed to pay any broker's, finder's or consultant's fee in connection with the transactions contemplated by this Agreement other than the fee of Broker, the payment of which shall be the sole responsibility of Buyer. Buyer agrees to pay Broker the sum of Three Hundred Twenty Five Thousand dollars (\$325,000.00) as follows: Eighty One Thousand, Two Hundred and Fifty dollars (\$81,250.00) within five days of the Effective Date; Eighty One Thousand, Two Hundred and Fifty dollars (\$81,250.00) within five days of the filing of the Assignment Application with the Commission; and the remaining One Hundred Sixty Two Thousand and Five Hundred dollars (\$162,500.00) on the Closing Date. Seller agrees to indemnify EBC and Buyer and EBC and Buyer agree to indemnify Seller against any claims asserted against the other party for any such fees or commissions by any person purporting to act or to have acted for or on behalf of the indemnifying party. Notwithstanding any other provision of this Agreement, this representation and warranty shall survive the Closing Date.

SECTION 13

INDEMNIFICATIONS

13.1 **Breach of Seller's Agreements, Representations, and Warranties.** Seller shall reimburse Buyer for, and indemnify and hold harmless Buyer from and against, any actual loss, damage, liability, obligation, deficiency, claim, suit, cause of action, demand, judgment, or expense (including without limitation, payments, fines, penalties, interest, taxes, assessments, and reasonable attorneys' fees and accounting fees incurred in the investigation or defense of the same), contingent or otherwise, whether incurred or asserted prior to or after the Closing Date, arising out of or sustained by Buyer (a "Buyer Loss") by reason of:

(a) any material breach of any warranty, representation, or agreement of Seller contained under this Agreement or in any certificate or other instrument furnished to Buyer pursuant to this Agreement or in connection with any of the transactions contemplated hereby;

(b) the operation of the Station, other than duties assumed by the Buyer pursuant

to the JSA or any time brokerage agreement between the Parties, or the ownership of the Assets prior to Closing (including, but not limited to, any and all claims, liabilities, and obligations arising or required to be performed prior to the Closing Date under this Agreement, or any other lease, contract, or agreement);

(c) any and all liabilities or obligations of Seller not specifically assumed by Buyer pursuant to this Agreement, the JSA, or any time brokerage agreement between the Parties; or

(d) any and all actions, suits, or proceedings, incident to any of the foregoing; provided, however, that Seller shall be required to indemnify and hold harmless under Section 13.1(a) only to the extent that the aggregate amount of actual losses exceeds fifty thousand dollars (\$50,000.00) and then only to the extent of such excess amount. The aggregate liability of Seller under this Section 13.1 shall not exceed the Purchase Price. Each Buyer Loss shall be reduced by (i) the amount of any insurance proceeds payable to Buyer with respect to such loss, (ii) any indemnity, contribution or other similar payment payable to Buyer by any third party with respect to such loss, and (iii) the amount of any tax benefit realized by Buyer with respect to such loss.

13.2 Breach of Buyer's Agreements, Representations and Warranties. Buyer shall reimburse Seller for, and indemnify and hold harmless Seller from and against, any loss, damage, liability, obligation, deficiency, claim, suit, cause of action, demand, judgment, or expense (including without being limited to, payments, fines, penalties, interest, taxes, assessments, reasonable attorneys' fees and accounting fees incurred in the investigation or defense of same), contingent or otherwise, whether incurred or asserted prior to or after the Closing Date, arising out of or sustained by Seller (a "Seller Loss") by reason of:

(a) any material breach of any warranty, representation, or agreement of Buyer contained in this Agreement or any certificate or other instrument furnished by Buyer pursuant to this Agreement or in connection with any of the transactions contemplated hereby;

(b) the operation of the Station or the ownership of the Assets subsequent to Closing (including, but not limited to, any and all claims, liabilities and obligations first arising or required to be performed subsequent to the Closing Date under the Agreement);

(c) any and all liabilities or obligations of Seller specifically assumed by Buyer pursuant to this Agreement and that accrue or occur subsequent to the Closing Date under the Agreement; or

(d) any and all actions, suits, or proceedings incident to any of the foregoing; provided, however, that Buyer shall be required to indemnify and hold harmless under Section 13.2(a) only to the extent that the aggregate amount of actual losses exceeds fifty thousand dollars (\$50,000.00) and then only to the extent of such excess amount. Each Seller Loss shall

be reduced by (i) the amount of any insurance proceeds payable to Seller with respect to such loss, (ii) any indemnity, contribution or other similar payment payable to Seller by any third party with respect to such loss, and (iii) the amount of any tax benefit realized by Seller with respect to such loss.

13.3 **Notice of Claim.** Buyer and Seller agree to give prompt written notice to each other of any claim for indemnification under Sections 13.1 or 13.2 hereof ("Notice of Claim"), which amount is believed to be required to discharge the obligations of the indemnifying party resulting therefrom. Within ten (10) days after having been given the Notice of Claim, the indemnifying party may deliver to the other party (i) a written notice of objection to the payment of such claim ("Notice of Objection"), which Notice of Objection shall set forth the basis for such objection; or (ii) a written notice that the indemnifying party intends to defend against such claim in good faith ("Notice of Intention to Defend"). If such a Notice of Intention to Defend is delivered, the indemnified party shall hold in abeyance its claim for indemnification if and so long as such defense is conducted by the indemnifying party at the indemnifying party's expense in a manner effective to protect the indemnified party against such claim. If no Notice of Objection or Notice of Intention to Defend is given within the prescribed ten (10) day period, the indemnifying party shall promptly pay to the indemnified party the amount set forth in the Notice of Claim. If the parties are unable to resolve any Notice of Claim and corresponding Notice of Objection, Section 13.4 hereof shall apply.

13.4 **Third Party Claims.** The obligations and liabilities of Seller and Buyer with respect to claims made by third parties shall be subject to the following terms and conditions:

13.4.1 The indemnified party will give the indemnifying party prompt notice of any such claim as set forth above, and the indemnifying party shall have the right to undertake the defense thereof by representatives chosen by it;

13.4.2 If the indemnifying party, within a reasonable time after notice of any such claim, fails to defend the indemnified party against which such claim has been asserted, the indemnified party shall (upon further notice to the indemnifying party) have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnifying party subject to the right of the indemnifying party to assume the defense of such claim at any time prior to settlement, compromise or final determination thereof; and

13.4.3 Anything in this Section 13 to the contrary notwithstanding, (x) if there is a reasonable probability that a claim may materially and adversely affect the indemnified party other than as a result of money damages or other money payments, the indemnified party shall have the right, at its own cost and expense, to defend, compromise or settle such claim upon prior notification of the indemnifying party of its intent to do so; provided, however, that if such claim is settled without the indemnifying party's consent, the indemnified party shall be deemed to have waived all rights hereunder against the indemnifying

party for money damages arising out of such claim, and (y) the indemnifying party shall not, without the written consent of the indemnified party, settle or compromise any claim or consent to the 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 a release from all liability in respect to such claim.

13.5 **Exclusive Remedy.** The exclusive remedy available to a party hereto in respect of matters set forth in Section 13.1 and Section 13.2 hereof shall be to proceed in the manner and subject to the limitations contained in this Section 13 and Section 21.1 hereof.

SECTION 14 **RISK OF LOSS**

The risk of any loss or damage to the Assets by fire, theft, breakage, explosion, earthquake, accident, flood, rain, storm, riot, act-of-God, or public enemy, or any other casualty or cause, reasonable wear and tear excepted, prior to the Closing Date, is assumed and shall be borne by the Seller at all times before the Closing Date. If any such loss or damage occurs, Seller shall give prompt written notice of the loss or damage to Buyer and the proceeds of any claim for such loss, payable under any insurance policy with respect thereto, shall promptly be used to rebuild, replace, restore or repair any such damaged property at its own cost and expense. In the event that Seller does not fully replace, repair or restore any such lost or damaged Asset or Assets by the time the Closing otherwise would be held, Buyer may, at its option, upon written notice to Seller, either (i) postpone the Closing until such time as such Asset has been completely repaired, restored or replaced; (ii) elect to close and accept the Asset in its then condition, in which event Seller will deliver all insurance proceeds paid or payable by reason of the loss or damage to Buyer; or (iii) terminate this Agreement. If Buyer terminates this Agreement under this Section, each party shall bear its own expenses. Buyer's option to terminate this Agreement under this Section 14 shall arise only if such damage to the Station is so substantial that it prevents the Station from operating in its normal and customary manner for a period of two (2) consecutive days, or five (5) or more nonconsecutive days. Buyer's failure to terminate this Agreement under Section 14 in the event damage to the Station is substantial does not affect its right to other remedies under this Section 14.

SECTION 15 **FEES AND EXPENSES**

Each party shall pay its own attorneys' fees and expenses which it initiates, creates, or incurs in connection with the negotiation, preparation and execution of this Agreement. Real estate transfer and recording fees assessed or levied in connection with the sale of the Real Property to the Buyer hereunder shall be paid in accordance with the custom prevailing in Branson, Missouri on the Closing Date. All other expenses incurred in connection with this transaction shall be borne by the party incurring same.

SECTION 16 **BULK SALES LAW**

The parties do not believe that any bulk sales statute applies to the transactions contemplated by this Agreement. Buyer therefore waives compliance by Seller with the requirements of any such statutes, and Seller agrees to indemnify and hold Buyer harmless against any claim made against Buyer by any creditor of Seller as a result of a failure to comply with any such statute.

SECTION 17

TERMINATION

17.1 This Agreement and the transactions contemplated hereby may be terminated or abandoned at any time prior to the Closing Date:

(a) By the mutual written consent of Buyer and Seller;

(b) By either Buyer or Seller if any governmental entity shall have issued an order, decree or ruling or taken any other action (which order, decree, ruling or other action the parties hereto shall use their reasonable efforts to lift), which permanently restrains, enjoins or otherwise prohibits the acquisition by Buyer of the Assets or any material Asset and such order, decree, ruling or other action shall have become final and non-appealable.

(c) By Seller:

(i) if Buyer shall have breached in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach cannot be or has not been cured within 30 days after the giving of written notice by Seller to Buyer specifying such breach (or such additional reasonable time as the circumstances may warrant provided Buyer undertakes diligent, good faith efforts to cure the breach within such 30 day period and continues such efforts thereafter up to a maximum period of six months after giving the written notice); or

(ii) on or after the second anniversary of the Effective Date if the Closing shall not have theretofore occurred and if the failure of the Closing to occur is not the result of a breach of a representation, warranty or covenant by Seller.

(d) By Buyer:

(i) if Seller shall have breached in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach cannot be or has not been cured within 30 days after the giving of written notice by Buyer to Seller specifying such breach (or such additional reasonable time as the circumstances may warrant provided Seller undertakes diligent, good faith efforts to cure the breach within such 30 day period and continues such efforts thereafter up to a maximum period of six months after giving the written notice); or

(ii) on or after the second anniversary of the Effective Date if the Closing shall not have theretofore occurred and if the failure of the Closing to occur is not the result of a breach of a representation, warranty or covenant by Buyer.

(e) By either Buyer or Seller pursuant to Section 4.4 hereof if the Commission has not issued the Commission Order within two years from the Effective Date.

17.2 **Effect of Termination.** In the event of the termination or abandonment of this Agreement and the transactions contemplated hereby by any party hereto pursuant to the terms of this Agreement, written notice thereof shall forthwith be given to the other party or parties specifying the provision hereof pursuant to which such termination or abandonment of Agreement is made; except, however, in the event that this Agreement is abandoned or terminated other than through Subsection 17.1 (d)(i) hereof, Buyer shall continue to perform its duties pursuant to the JSA or any time brokerage agreement for a period of up to six (6) months, at the discretion of Seller, beyond the termination or abandonment of this Agreement.

17.3 **Buyer's Default.** Buyer recognizes that if the transaction contemplated by this Agreement is not consummated as a result of Buyer's default, Seller would be entitled to compensation, the extent of which is extremely difficult and impractical to ascertain. To avoid this problem, the parties agree that if this Agreement is not consummated due to the default of Buyer, Seller shall be entitled to keep as liquidated damages the most recent six installments of the Monthly Fee already accrued and paid to Seller by Buyer pursuant to the terms and conditions of the JSA or LMA, whichever agreement is in effect at the time of default, which shall constitute liquidated damages and shall be in lieu of any other remedies to which Seller might otherwise be entitled due to Buyer's wrongful failure to consummate the transaction contemplated by this Agreement. Buyer and Seller each acknowledge and agree that the liquidated damage amount is reasonable in light of the anticipated harm which will be caused by Buyer's breach of this agreement, the difficulty of proof of loss, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transaction to be consummated hereunder.

17.4 **Seller's Default.** Seller agrees that the Assets include unique property that cannot be readily obtained on the open market and that Buyer will be irreparably injured if this Agreement is not specifically enforced. Therefore, Buyer shall have the right specifically to enforce Seller's performance under this Agreement, and Seller agrees to waive the defense in any such suit that Buyer has an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy.

SECTION 18

REGISTRATION RIGHTS

18.1 After the first initial public offering pursuant to which equity securities of EBC, including, without limitation, securities into which EBC Class A Common Stock (including the EBC Stock), Class B Common Stock or Class C Common Stock may be converted, ("Shares") have been sold pursuant an effective registration statement under the Securities Act of 1933, as amended, if EBC at any time proposes to register any Shares under the Securities Act (other than a registration on Form S-4 or S-8 or any successor form to similar effect) for sale by EBC for cash and as part of such registration offers to the then current holders of Class A Common (or securities into which Class A Common Stock may be converted) registration rights with

respect to such registration, EBC will each such time give written notice to the Seller of its intention to so register and of the rights of the Seller under this Section 18, at least ten days prior to the anticipated filing date of the registration statement relating to such registration. Such notice shall offer the Seller the opportunity, subject to Section 18.3 hereof, to include in such registration statement the EBC Stock held by the Seller. Upon the written request of the Seller made within five days after the receipt of EBC's notice (which request by the Seller shall specify the number of shares of EBC Stock intended to be disposed of by the Seller), EBC will use its reasonable best efforts to include in the proposed registration all shares of EBC Stock which EBC has been so requested to register by the Seller, to the extent required to permit the disposition of such EBC Stock so requested to be registered by the Seller on a pro rata basis with any holder of Class A Common Stock (or securities into which Class A Common Stock may be converted) participating in the registration.

18.2 If, at any time after giving such written notice of its intention to register any Shares and prior to the effective date of the registration statement filed in connection with such registration, EBC shall determine for any reason not to register any of such Shares, EBC, shall give written notice of such determination to the Seller and thereupon EBC shall be relieved of its obligation to register any EBC Stock requested by the Seller to be included in such registration statement pursuant to this Section 18.

18.3 If the registration referred to in the first sentence of Section 18.1 is to be in whole or part an underwritten registration, and the managing underwriter(s) advise EBC in writing that in their good faith opinion such offering would be materially and adversely affected by the inclusion therein of the number of EBC Stock requested to be included therein, EBC shall include Shares in such registration in the following order (i) first, Shares to be sold by EBC shall be included in the registration and (ii) second, EBC Stock requested to be included by the Seller pursuant to Section 18.1 shall be included on a pro rata basis with all other Class A Common Stock (or securities into which such Class A Common Stock may be converted) based on the relative number of Shares owned by it.

18.4 EBC shall not be required under this Section 18 to effect any registration incidental to the registration of any of its securities in connection with mergers, acquisitions, exchange offers, subscription offers, dividend reinvestment plans or stock option or other executive or employee benefit or compensation plans.

18.5 EBC will pay all expenses incurred in connection with each registration of EBC Stock pursuant to this Section 18 (including reasonable fees and expenses of one counsel for all holders of Class A Common Stock or Shares participating in such registration to be mutually selected by EBC and a representative of such holders, who shall consult with Seller in such selection), except for underwriting discounts, commissions and similar fees, and transfer taxes applicable to the sale of the Shares of such holders included in such registration.

18.6 Notwithstanding any other provision of this Section 18, it is the intent of the parties that the EBC Stock shall only have such registration rights as may be granted to any or all holders of Class A Common Stock (or securities into which Class A Common Stock may be converted), provided, however, this Section 18.6 shall not be deemed to grant Seller registration rights granted to the holders of shares of Preferred Stock that have been converted to Class C Common Stock or Class A Common Stock (or securities into which such Class A Common Stock may be converted) except to the extent such registration rights also were granted to holders of Class A Common Stock that was not issued from the conversion of Preferred Stock or Class C Common Stock.

SECTION 19

SURVIVAL OF WARRANTIES

19.1 All representations, warranties, and covenants made by the parties in this Agreement shall be deemed made for the purpose of inducing the other to enter into this Agreement, and shall survive the Closing and remain operative and in full force and effect, for a period of twelve (12) months and covenants made by EBC in Section 18 hereof shall survive the Closing without limitation.

19.2 Neither the acceptance nor the delivery of property hereunder shall constitute a waiver of any covenant, representation, warranty, agreement, obligation, undertaking, or indemnification of Seller or Buyer contained in this Agreement, all of which shall, unless otherwise specifically provided, survive the Closing hereunder in accordance with Section 19.1 and shall be binding upon and inure to the benefit of all of the parties hereto, their heirs, legal representatives, successors and permitted assigns.

SECTION 20

NOTICES

20.1 All notices, requests, demands, waivers, consents and other communications required or permitted hereunder shall be in writing and be deemed to have been duly given when delivered in person (against receipt) to the party to be notified at the address set out below or sent by registered or certified mail, or by express mail or courier, postage prepaid, return receipt requested, or if sent by facsimile communications equipment, addressed to the party to be notified, as follows:

If to Seller:

Richard W. Baker
R.S. Communications Limited Partnership
2535 Success Drive
Odessa, Florida 33556
Fax: 727-376-2777

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

David H. Pawlik
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, N.W.
Washington, D.C. 20005
Phone: 202-371-7044
Fax: 202-661-9022

If to Buyer:

EBC Harrison, Inc.
1 Shackleford Drive
Suite 400
Little Rock, Arkansas 72211
Phone: (501) 219-1400
Fax: (501) 221-1101 (Facsimile)
Attention: Mr. Larry E. Morton

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

Jason S. Roberts, Esq.
Irwin Campbell & Tannenwald, PC
1730 Rhode Island, Ave., NW Suite 200
Washington, DC 20036-3101
Phone: 202-728-0400
Fax: (202) 728-0354

Either party may change its address for notices by written notice to the other given pursuant to this Section. Any notice purportedly given by a means other than as provided in this Section shall be invalid and shall have no force or effect.

SECTION 21

MISCELLANEOUS

21.1 **Arbitration.** Any dispute, controversy or other matters arising out of, relating, to or in connection with the provisions of this Agreement or the interpretation, breach, or alleged breach hereof shall be settled and decided by arbitration. The arbitration shall be conducted in Little Rock, Arkansas, and shall proceed according to the rules and procedures of the American Arbitration Association.

21.1.1 Costs and fees of the arbitrator shall be borne by the non-prevailing party unless the arbitrator for good cause determines otherwise. The prevailing party shall be

awarded reasonable attorneys' fees, witness costs, expenses, and other costs incurred in connection with the arbitration, unless the arbitrator for good cause determines otherwise.

21.1.2 This agreement to arbitrate shall be specifically enforceable under applicable law in any court of competent jurisdiction. The award rendered by the arbitrator shall be final and binding and judgment may be entered in accordance with applicable law and in any court having jurisdiction thereof.

21.2 **Headings.** The headings of the Sections of this Agreement are for convenience of reference only, and do not form a part thereof, and do not in any way modify, interpret or construe the meaning of the sections themselves or the intentions of the parties.

21.3 **Entire Agreement.** This Agreement sets forth the entire agreement of the parties and is intended to supersede all prior negotiations, understandings, and agreements and cannot be altered, amended, changed or modified in any respect or particular unless each such alteration, amendment, change or modification shall have been agreed to by each of the parties hereto and reduced to writing in its entirety and signed and delivered by each party. No provision, condition or covenant of this Agreement shall be waived by either party hereto except by a written instrument delivered to the other party and signed by the party consenting to and to be charged with such waiver.

21.4 **Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, and their respective, successors, heirs and permitted assigns. No party hereto may assign this Agreement or its rights and obligations hereunder without the written consent of the other; provided, however, Buyer may assign this Agreement without Seller's consent to an entity which is a subsidiary or parent of Buyer or to another legal entity owned by Buyer or EBC, provided Buyer provides written notice to Seller. In the event of such a proposed assignment by Buyer, the provisions of this Agreement shall inure to the benefit of and be binding upon Buyer's assigns. Nothing in this Agreement, express or implied, is intended to or shall confer on any person other than the parties hereto and their respective successors, heirs and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

21.5 **Additional Documents.** The parties hereto agree to execute, acknowledge and deliver, at or after the Closing Date, such other and further instruments and documents as may be reasonably necessary to implement, consummate and effectuate the terms of this Agreement, the effective vesting in Buyer of title to the Assets, and/or the successful processing by the Commission of the application to be filed with it, as provided in Section 4.

21.6 **Counterparts and Facsimile Signatures.** This Agreement may be executed in one or more counterparts, all of which together shall comprise one and the same instrument. Counterpart signatures to this Agreement delivered by facsimile shall be acceptable and binding.

21.7 **Governing Law.** The parties agree that to the extent not governed by federal law, this Agreement and the transaction herein contemplated shall be interpreted, construed, and enforced under and according to the laws of the State of Arkansas.

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

21.9 **Severability.** If any term or provision of this Agreement or its application, to any extent, is declared to be invalid or unenforceable, the remaining terms and provisions shall not be affected and shall remain in full force and effect and to such extent are severable, provided that the position of neither party is materially adversely affected thereby in a manner not acceptable to that party.

21.10 **Publicity.** Seller and Buyer agree that all public announcements relating to this agreement or the transactions contemplated hereby, including announcements to employees, will be made only as may be mutually agreed upon by the parties, which consent shall not be unreasonably withheld.

-38-

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their proper officers thereunto duly authorized as of the day and year first above written.

SELLER:

R.S. Communications Limited Partnership

By: _____
Richard W. Baker
Secretary/Treasurer of
Speer Communications, Inc.
Its General Partner

BUYER:

EBC Harrison, Inc.

By: Larry Morton
Larry Morton, President

Equity Broadcasting Corporation

By: Larry Morton
Larry Morton, President

-39-

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their proper officers thereunto duly authorized as of the day and year first above written.

SELLER:

R.S. Communications Limited Partnership

By: Richard W. Baker, Sec./Treas.
Richard W. Baker
Secretary/Treasurer of
Speer Communications, Inc.
Its General Partner

BUYER:

EBC Harrison, Inc.

By: _____
Larry Morton, President

Equity Broadcasting Corporation

By: _____
Larry Morton, President