

limited to, all assets and property purchased by Corley Rushing Communication, LLC, from WQBC Radio, Inc., and all assets and property obtained by Corley Rushing Communication, LLC, from and after the date of the purchase of WQBC Radio, Inc.

3. The property being purchased does not include buildings and real property located at 3190 Porters Chapel Road, Vicksburg, Warren County, Mississippi, which real estate is owned by a third party.

4. It is understood and agreed that this Agreement is subject to approval and authorization of the Federal Communications Commission (FCC).

5. Upon approval by the FCC of this Agreement, Jerry Wayne Rushing shall convey, transfer, and assign his Membership Interest to Michael Francis Corley and, further, resign his Membership Interest from Corley Rushing Communication, LLC.

6. At such time and for such consideration, Michael Francis Corley agrees to pay Jerry Wayne Rushing \$100,000.00.

7. Upon payment by Michael Francis Corley of \$100,000.00 to Jerry Wayne Rushing, Michael Francis Corley shall accept and receive the Membership Interest of Jerry Wayne Rushing and all rights related to such Membership Interest, including, but not limited to, rights to the name "Corley Rushing Communication, LLC," and the right to change such name if he so desires.

8. It is understood by the parties that upon completion of this transaction, Michael Francis Corley shall be the sole and only member and interest holder of Corley Rushing Communication, LLC, a Mississippi Limited Liability Company, which company shall agree to indemnify and hold Jerry Wayne Rushing harmless from any and all existing liabilities of the