

FCC application and related matters (for purposes herein established at \$2000).

6.3 Confidentiality. Except as necessary for the consummation of the transaction contemplated hereby, including Buyer's obtaining financing related hereto, each party will keep confidential any information which is obtained from the other party in connection with the transaction contemplated hereby and which is not readily available to members of the general public. In the event this Agreement is terminated and the purchase and sale contemplated hereby abandoned, each party shall return to the other party all documents, work papers and other written material obtained by it in connection with the transaction contemplated hereby, without retaining copies of any kind.

6.4 Cooperation. Buyer and Seller shall cooperate fully with each other and their respective counsel and accountants in connection with any actions required to be taken as part of their respective obligations under this Agreement, and Buyer and Seller shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement, and otherwise use their best efforts to consummate the transaction contemplated hereby and to fulfill their obligations hereunder.

6.5 Risk of Loss. Upon Closing of the transaction contemplated under the Agreement, the risk of any loss, damage or impairment, confiscation or condemnation of any of the Assets from any cause whatsoever shall be borne by Buyer. Prior to Closing, the risk of any loss, damage or impairment, confiscation or condemnation of any of the Assets from any cause whatsoever shall be borne by Seller. No casualty, loss or damage shall have occurred prior to Closing to any of the Assets unless Seller shall have either repaired or replaced such lost or damaged Asset; provided, however, that Buyer reserves the right, in its sole discretion, to waive the condition set forth in this Section, or reduce the