

(a) all licenses, permits, lower registrations and other authorizations which are currently issued to Sellers by the FCC with respect to the Stations (the "FCC Licenses") and described on Schedule 1.1(a), including any renewals or modifications thereof between the date

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

## ARTICLE I: PURCHASE OF ASSETS

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

### Agreement

D. WHEREAS, the licenses issued by the FCC for the operation of the Stations may not be assigned by Sellers to Buyer without prior written consent of the FCC.

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

B. WHEREAS, Millennium is the licensee of FM translator station K265DW, Mount Pleasant, Texas; and

A. WHEREAS, La Ke Manda is the licensee of radio broadcast station KETE(FM), Facility Identification Number 166035, Sulphur Bluff, Texas ("KETE" or a "Station", and together with K265DW, the "Stations"); and

### Recitals

THIS ASSET PURCHASE AGREEMENT (this "Agreement" or "APA") is made as of this 20<sup>th</sup> day of September 2011, by and between La Ke Manda Broadcasting, a Texas [general partnership/sole proprietorship] ("La Ke Manda") and Millennium Broadcasting Corp., a Texas corporation ("Millennium"), collectively "Sellers", and North Texas Radio Group, L.P., a Texas limited partnership ("Buyer").

## ASSET PURCHASE AGREEMENT

hereof and the APA Closing Date, and any pending application(s) for construction permit for minor modification of either of the Stations' facilities;

(b) all equipment, electrical devices, cables, tools, hardware, transmitters, Emergency Alert System ("EAS") equipment, spare parts and other tangible personal property of every kind and description which are used or useful in the transmission of the Stations' signals and the studio equipment used or useful in the operations of the Stations and described and listed on Schedule 1.1(b), except any retirements or dispositions thereof made between the date hereof and Closing in the ordinary course of business and consistent with past practices of Sellers (the "Tangible Personal Property");

(c) all of the files, documents, records, and books of account (or copies thereof) relating exclusively to the operation of the Stations, including but not limited to the KETE local public inspection file, programming information and studies, blueprints, technical information and engineering data, promotional studies, marketing and demographic data, and logs;

(d) all of Sellers' rights to use of the Stations' call letters and other intellectual property, including without limitation all jingles, trademarks, copyrights, slogans, and promotional materials;

(e) all rights of Sellers under all agreements, contracts, or leases that Buyer agrees to assume, all as described in Schedule 1.1(e), (the "Assumed Contracts"); and

(f) all real property leased by Sellers and used in the operation of the Stations, as described in Schedule 1.1(f) (the "Real Property").

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

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

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

(b) Sellers' names, minute books, charter documents and such other books and records as pertain to the organization, existence or capitalization of Seller, duplicate copies of the

3.1 Purchase Price. In consideration for the sale of the Station Assets to Buyer, Buyer shall deliver to Sellers an aggregate purchase price of \$65,000,000 [Thousand Dollars (\$65,000,000)], with such payment to be divided between La Ke Manda and Millennium, with \$5,000,000 Dollars being paid to La Ke Manda and \$60,000,000 Dollars being paid to Millennium, all subject to the adjustments and prorations described below, (the "Purchase Price"), which shall be payable in cash, by certified check, or by wire transfer of immediately available funds as follows: (i) Buyer has paid the sum of One Thousand Dollars (\$1,000) to Sellers as a Deposit; (ii) Buyer has paid the Fiscal Year 2011 Regulatory Fees for the Stations in the amount of \$675 for La Ke Manda and \$395 for Millennium, which fees cover the period from October 1, 2010, through September 30, 2011; and (iii) the remaining amount due shall be

### ARTICLE 3: PURCHASE PRICE

Except as specifically provided in this Agreement, Buyer does not assume or agree to discharge or perform and will not be deemed by reason of the execution and delivery of this Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed or to have agreed to discharge or perform, any liabilities, obligations or commitments of Sellers of any nature whatsoever whether accrued, absolute, contingent or otherwise and whether or not disclosed to Buyer. Buyer assumes no responsibility for Sellers' employees or any benefits owing to any such employees.

### ARTICLE 2: DISCLAIMER OF OTHER OBLIGATIONS

(b) all other personal assets, whether tangible or intangible, not mentioned herein but specified in Schedule 1.2(i).

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

(i) all contracts of Sellers not assumed by Buyer;

(e) all contracts that have terminated or expired prior to the APA Closing Date in the ordinary course of business as permitted hereunder;

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

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

records of the Station, Sellers' tax records and all records not relating to the operation of the Stations;

paid at the closing on the transactions contemplated herein for the sale by Sellers and purchase by Buyer of the Station Assets (the “APA Closing”).

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

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

#### ARTICLE 4: TIMING OF CLOSING

The APA Closing shall take place on a date mutually agreeable to Sellers and Buyer, but no later than ten (10) days after the FCC’s grants of consent to the assignment of the FCC Licenses (the “FCC Consents”) have become Final Orders. For purposes of this Agreement, the term “Final Order” means action by the FCC consenting to an application that is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing or appeal is pending, and as to which the time for filing any such request, petition or appeal or reconsideration by the FCC on its own motion has expired. The APA Closing may take place either in person at a location to be mutually agreed upon among Sellers and Buyer or by wire transfers of Federal funds and through an exchange of documents by facsimile and overnight courier.

#### ARTICLE 5: GOVERNMENTAL CONSENTS

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

5.2 General. Buyer and each of Sellers shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement, either FCC

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

#### ARTICLE 6: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby makes the following representations and warranties to Sellers:

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

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

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

6.4 Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Act of 1934, as amended (the “Communications Act”) and the rules, regulations and policies of the FCC. There are no facts that would, under existing law and the existing rules, regulations, policies and

**7.3 No Conflict.** Neither the execution and delivery by each Seller of this Agreement and the Seller Ancillary Agreements nor the consummation by each Seller of any of the transactions contemplated hereby or thereby nor compliance by each Seller with or

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

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

Each of Sellers makes the following representations and warranties to Buyer:

#### ARTICLE 7: REPRESENTATIONS AND WARRANTIES OF SELLER

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

**6.5 Brokers.** No broker, finder or other person, other than Griffin Media Brokerage, has been engaged by Buyer or is entitled to a commission, brokerage fee or other similar payment from Buyer in connection with this Agreement or the transactions contemplated hereby as a result of any action or agreement by Buyer. Buyer will be solely responsible for payment of the fee of Griffin Media Brokerage at 5%.

procedures of the FCC, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Stations, and Buyer's qualification does not require the divestiture of any other media interest. There is no action, suit or proceeding pending or threatened against Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or could materially affect Buyer's ability to perform its obligations hereunder. Buyer will have available on the Closing Date sufficient funds to enable it to consummate the transactions contemplated hereby in the manner specified herein.

fulfillment by each Seller of the terms, conditions and provisions hereof or thereof will: (i) conflict with any organizational document of each respective Seller or any law, judgment, order, or decree or contract to which each respective Seller is subject; or (ii) require the approval, consent, authorization or act of, or the making by either Seller of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, except the FCC Consent and as provided in Section 7.4 herein.

7.4 Consents. Except the FCC Consent and those consents identified in Schedule 7.4, neither the execution and delivery of this Agreement by each Seller nor the consummation by Seller of the transactions contemplated hereby, nor compliance by each Seller with any provisions of this Agreement will require any filing with, or the obtaining of any permit, authorization, consent or approval of, any governmental or regulatory authority or any third party.

7.5 Litigation; Compliance with Law. Except as specified on Schedule 7.5, there is no application, action, suit, investigation, claim, arbitration, proceeding or litigation pending or, to each Seller's knowledge, threatened against or involving either Seller, the Station Assets, either Station or the business or operations of either Station, at law or in equity, or before or by any court, arbitrator or governmental authority. The Stations are not operating under or subject to any order, judgment, decree or injunction of any court, arbitrator or governmental authority. To the knowledge and belief of each Seller, each Station is in compliance in all material respects with all laws, ordinances, regulations, awards, orders, judgments, decrees and injunctions applicable to the Station Assets, including the federal, state and local laws, ordinances, regulations and orders pertaining to employment of labor, zoning and other matters. To the knowledge and belief of each Seller, the Station is in compliance, in all material respects, with all FCC rules and policies concerning human exposure to radio frequency radiation.

7.6 Real Property.

(a) Schedule 1.1(f) contains a description of the Real Property and all buildings, structures, towers, and improvements situated, mounted and located thereon (the "Improvements"). Sellers have legally assignable leasehold interests in any leaseholds used in connection with the operation of the Stations. All Real Property (including the Improvements) is available for immediate use in the conduct of the business and operation of the Stations. Subject to matters of public record, each Seller has full legal and practical access to its respective Real Property. At the Closing, Sellers shall convey the Real Property to Buyer by assignment of lease as to any leasehold interests.

(b) Compliance. To the knowledge and belief of Sellers, the Leased Real Property is in compliance in all material respects with applicable laws, including zoning, land use and building code laws, ordinances and regulations necessary to conduct the operations of the Stations as presently conducted, and the transactions contemplated by this Agreement could not reasonably be expected to result in the revocation of any permit or variance. Neither Seller

has received any written notice (i) that either the whole or any portion of the Leased Real Property is to be condemned, requisitioned or otherwise taken by any public authority, (ii) of violation of restrictive covenants, deed restrictions or governmental requirements on the Leased Real Property which has not been remedied, (iii) of any violation of any zoning or similar land use law or restriction, or of any proceedings which would cause the change, redefinition or other modification of the zoning classification, or (iv) of any proceedings to widen or realign any street or highway adjacent to the Leased Real Property. There is no application, action, suit, investigation, claim, arbitration, proceeding or litigation pending or, to each Seller's knowledge, threatened, involving each respective Seller's use of the Leased Real Property or the placement of any Station equipment on the Leased Real Property. To each Seller's knowledge, its respective Station's transmission tower, transmitter building, transmitter and all associated equipment are in good operating condition and repair, ordinary wear and tear accepted. All tower and antenna structure registrations required to be obtained in connection with the operation of the each Station have been obtained with respect to the Leased Real Property, and all such structures comply with all FCC painting and lighting requirements. Neither Seller has received any written notice of any pending or threatened termination or impairment of access to the Leased Real Property or discontinuation of necessary sewer, water, electrical, gas, telephone or other utilities or service.

(c) Leasehold Interest. Buyer will receive on the Closing Date a valid leasehold interest in the Leased Real Property of the Stations, free and clear of all Liens except Permitted Liens.

7.7 Title to Assets. Sellers have, or will have as of Closing, good and valid title to all the Station Assets free and clear of all Liens other than Permitted Liens.

7.8 Condition of Tangible Assets. To Sellers', either collectively or independently, knowledge, all of the tangible personal property included in the Station Assets to be conveyed to Buyer at the Closing, as described on Schedule 1.1(b), is in operating condition and repair, ordinary wear and tear excepted, and is suitable, adequate and fit for the uses for which it is being used; and to each Seller's knowledge, such Station Assets and the present use thereof are not in violation in any material respect of applicable FCC Licenses, statutes, generally accepted standards of good engineering practice in the radio broadcasting industry, or building, fire, zoning, health and safety or any other laws or regulations.

#### 7.9 Environmental Matters.

(a) For the purposes of this Agreement, the following terms shall have the following meanings:

"Environmental Claim" means any claim, action, cause of action, investigation, or notice (whether written or oral) by any person or entity alleging potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages,



personal injuries, or civil or criminal penalties arising out of or resulting from (i) the actual or alleged presence or release into the environment of any Substance of Concern at any location, whether or not owned or operated by Seller, used in connection with the operation of the Assets or (ii) circumstances forming the basis for any actual or alleged violation of any Environmental Law.

“Environmental Laws” means all federal, state, local, and foreign laws and regulations relating to pollution or protection of human health or the environment (including ambient air, surface water, ground water, wetlands, land surface, subsurface strata, and indoor and outdoor workplace), including (i) laws and regulations relating to emissions, discharges, releases or threatened releases of Substances of Concern or the importation, manufacture, processing, formulation, testing, distribution, use, treatment, storage, disposal, transport or handling of Substances of Concern, and (ii) common law principles of tort liability.

“Substances of Concern” means pollutants, contaminants, wastes, toxic substances, hazardous substances, radioactive materials, petroleum and petroleum products to include asbestos and PCBs.

(b) With respect to the Station Assets, to the knowledge and belief of each Seller, each Seller is in compliance in all material respects with all applicable Environmental Laws, which compliance includes, but is not limited to, (i) the possession of all permits and other governmental authorizations required under applicable Environmental Laws, and compliance with the terms and conditions thereof; and (ii) compliance in all material respects with notification, reporting and registration provisions of the Toxic Substances Control Act, Federal Insecticide, Fungicide and Rodenticide Act, and other applicable federal, state, local and foreign laws that may apply to the manufacture, importation, processing, use, and other handling of Substances of Concern. Neither Seller has not received any communication, whether from a governmental authority, citizens group, and employee or otherwise, that alleges that such Seller is not in full compliance with the Environmental Laws.

(c) There is no Environmental Claim pending or, to each Seller’s knowledge, threatened against such Seller.

(d) To the knowledge and belief of Sellers, there are no actions or activities, circumstances, conditions, events or incidents (including, without limitation, the release, emission, discharge, presence or disposal of any Substance of Concern) that could form the basis of any Environmental Claim against Sellers, Buyer, or the Station Assets, either collectively or individually.

7.10 FCC Licenses and Operation of the Station. Schedule 1.1(a) contains a true and complete list of all FCC Licenses. The FCC Licenses set forth on Schedule 1.1(a) are valid and in full force and effect and there are no orders, or to Sellers’ knowledge, complaints, proceedings or investigations pending or threatened, which could result in the revocation, suspension or

limitation of the FCC Licenses:

(a) The FCC Licenses are not subject to any restrictions or conditions which would limit the technical operation of the Station as it presently operates.

(b) The operations of the Stations are in all material respects in accordance with the FCC Licenses, the Communications Act of 1934, as amended, and rules and regulations of the FCC covering operation of the Stations.

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

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

#### ARTICLE 8: COVENANTS OF SELLER

Sellers covenant and agree with respect to the Stations that, between the date hereof and Closing, except as permitted by this Agreement or otherwise with the prior written consent of Buyer, Sellers shall:

8.1 maintain the Stations in accordance with its licenses and/or permits; all rules, regulations, and policies of the Commission; the Communications Act of 1934, as amended; and all other applicable laws, regulations, and policies of the FCC and other governmental agencies; and shall conduct the business of the Station only in the ordinary course; and

8.2 if Sellers or either of Sellers receives any finding, order, complaint, citation, or notice prior to Closing which states that any aspect of any of either Station's operations violates any rule or regulation of the Commission or of any other governmental authority (an "Administrative Violation"), Seller or Sellers shall notify Buyer of the Administrative Violation, and use its or their best reasonable efforts to remove or correct the Administrative Violation.

#### ARTICLE 9: OTHER COVENANTS

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

Closing:

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

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

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

#### ARTICLE 10: CONDITIONS OF CLOSING BY BUYER

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

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

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

10.3 No Governmental Proceedings. No suit, action, claim or governmental proceeding

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

#### ARTICLE 11: CONDITIONS OF CLOSING BY SELLER

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

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

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

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

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

#### ARTICLE 12: EXPENSES

Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except that any filing fees, transfer fees, or recordation fees shall be paid equally by Seller and Buyer. The parties recognize that one party must initially pay the FCC Application filing fee, and the party not initially paying the filing fee agrees to reimburse to the payment party the amount equal to one-half of the filing fee as an adjustment at Closing.

ARTICLE 13: DOCUMENTS TO BE DELIVERED AT CLOSING

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

(i) the certificate described in Section 10.1;

(ii) any releases necessary to remove security interests and any other known liens or encumbrances on the Assets, except for Permitted Liens, that may be remaining at Closing; and

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

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

(i) the certificate described in Section 11.1;

(ii) appropriate assumption agreements pursuant to which Buyer shall assume and undertake to perform Sellers' obligations under the Licenses and Assumed Contracts insofar as they relate to the time on and after the APA Closing Date and arise out of events relating to Buyer's ownership of the Station on or after the APA Closing Date.

ARTICLE 14: SURVIVAL; INDEMNIFICATION

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

14.2 Indemnification.

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

aggregate Damages exceed Ten Thousand Dollars (\$10,000).

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

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

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

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

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

such Claim.

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

#### ARTICLE 15: TERMINATION

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

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

dismisses or denies the FCC Application;

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

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

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

15.2 Remedies. The parties recognize that if any party defaults (“the Breaching Party”) under this Agreement and as a result a party terminates this Agreement, monetary damages alone will not be adequate to compensate the non-breaching party (“Non-Breaching Party”) for its injury. Such Non-Breaching Party shall therefore be entitled to obtain specific performance of the terms of this Agreement in addition to any other remedies, including but not limited to monetary damages, that may be available to it at law or equity. If any action is brought by the Non-Breaching Party to enforce this Agreement, the Breaching Party shall waive the defense that there is an adequate remedy at law. In the event of a default by the Breaching Party which results in the filing of a lawsuit for damages, specific performance, or other remedy, the Non-Breaching Party shall be entitled to reimbursement by the Breaching Party of reasonable legal fees and expenses incurred by the Non-Breaching Party, provided that the Non-Breaching Party is successful in such lawsuit.

## ARTICLE 16: MISCELLANEOUS PROVISIONS

16.1 Risk of Loss. Sellers shall bear the risk of all damage to, loss of or destruction of any of the Station Assets between the date of this Agreement and the APA Closing Date. If any



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

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

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

16.4 Amendments. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension or discharge is sought.

16.5 Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

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

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

if to Sellers:

Leo Ashcraft

La Ke Manda Broadcasting/Millennium Broadcasting Corp.  
P.O. Box 1096  
Mount Vernon, Texas 75457

if to Buyer:

Richard E. Witkovski  
North Texas Radio Group, L.P.  
5946 Club Oaks Drive  
Dallas, Texas 75248

16.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

16.9 No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

16.10 Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

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

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

16.13 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

[SIGNATURE PAGE FOLLOWS]

BY: Richard E. Wilkowsky  
General Partner, Treas Broadcasting, LLC  
NORTH TEXAS RADIO GROUP, L.P.

BY: James Furrow, Jr.  
President

MILLENNIUM BROADCASTING CORP.

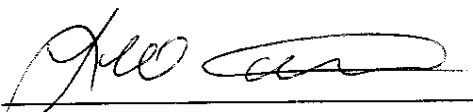
BY: (s/s) Asst. Sec.

SELLERS:  
KANE MANDA BROADCASTING

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

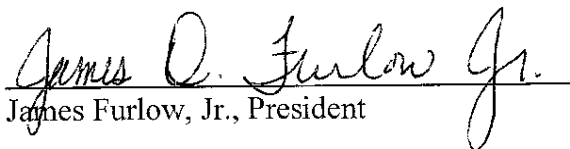
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**SELLERS:**  
**LA KE MANDA BROADCASTING**

By:   
Leo Ashcraft

Title: owner

**MILLENNIUM BROADCASTING CORP.**

By:   
James Furlow, Jr., President

**BUYER:**  
**NORTH TEXAS RADIO GROUP, L.P.**

By: \_\_\_\_\_  
Richard E. Witkovski, Manager of  
General Partner, Tres Broadcasting, LLC

**Schedule 1.1(a)**

**FCC Licenses**

KETE License, File No. BLH-20090713ACM

K265DW License, File No. BLFT-20080703ACH

## **Schedule 1.1(b)**

### **Tangible Personal Property**

#### La Ke Manda Broadcasting

McMartin 3.5 kw transmitter  
210 feet 7/8 heliax with connectors  
Four bay cp antenna system with divider  
200 Foot Rohn 25 tower and guying system  
12 x 16 Transmitter Building  
Utility Pole w meter base  
Syne Systems Remote Control System  
Six Foot Black Metal Rack  
20 watt Nexus Exciter  
Optimod 8100A  
Sage EAS 911 System w built in printer  
Two FM receivers for EAS  
Two 950 Mhz STL antennas  
Nexus 950 Mhz STL transmitter  
Nexus 950 Mhz STL Receiver  
Tascam M-2524 24 channel Mixer  
Automation Computer w/ Windows XP  
Proview 15" flat screen monitor  
Simian Automation System License w/dongle  
Four Port in/out Audio Sciences Sound Card  
Sound Card XLR Breakout cable  
Natural Music - Music Scheduling Software  
Three Microphones with Arm booms and wiring  
Console Furniture (for mixer, mics and automation)

#### Millennium Broadcasting Corp.

Four Bay Antenna System w power divider

**Schedule 1.1 (e)**

**Assumed Contracts**

**Schedule 1.2 (i)**

**Excluded Assets**