

Date:

Alamo Title Company
107 S. River Street
Seguin, Texas 78155

To Whom It May Concern:

Pursuant to that certain Asset Purchase Agreement, dated November ___, 2001 (“Agreement”) by and between Pinwheel, Inc. d/b/a Pinwheel Communications Company (“Seller”) and Seguin Media Group, Ltd. (“Buyer”), and that certain Escrow Agreement, dated November ___, 2001 (“Escrow Agreement”) by and among, Seller, Buyer and Alamo Title Company (“Escrow Agent”), Seller hereby authorizes Escrow Agent to take the following actions on the date set forth in the Escrow Agreement:

1. Withhold the amounts listed below from the Purchase Price, remit such amounts to the listed creditors, obtain a receipt for such amount, and file the necessary documentation to secure the release of any liens associated with the amounts owed (this listing may include certain amounts payable for which no liens are now associated):
 - a. _____
 - b. _____
 - c. _____
2. If Escrow Agent’s lien search reveals the existence of any lien against the Station or its Assets not listed in Section 1 above, Escrow Agent shall additionally withhold the amount owed to such creditor from the Purchase Price, remit the amount owed to the creditor, obtain a receipt for such amount, and file the necessary documentation to secure the release of such lien. Escrow Agent is hereby authorized to take any necessary additional actions to identify and secure the release of any liens against the Station or its Assets revealed by its lien search, including, but not limited to, communication with any of Seller’s lenders or creditors, provided that notice shall be provided to Seller before such communication is undertaken.

All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement or the Escrow Agreement.

Sincerely,

PINWHEEL, INC. d/b/a PINWHEEL
COMMUNICATIONS COMPANY

By: Bennie Bock, II
Its President

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