

## **ASSET PURCHASE AGREEMENT**

**ASSET PURCHASE AGREEMENT**, made and entered into this 3rd day of March, 2008 (the "Agreement"), by and between Holladay Broadcasting of Louisiana, LLC, PO Box 4808, Monroe, LA 71211 ("Seller") and Debut Broadcasting Mississippi, Inc., 1209 16<sup>th</sup> Avenue South, Suite 200, Nashville, TN 37212 or its assignee ("Buyer").

### **WITNESSETH:**

**WHEREAS**, Seller owns the assets used in the operation of radio station WBBV FM 101.3 MHz in Vicksburg, MS (the "Station") and is authorized to operate the Station pursuant to licenses issued by the Federal Communications Commission (the "FCC"); and

**WHEREAS**, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, substantially all of the assets used and/or useful in connection with the operation of the Station, all on the terms and subject to the conditions set forth herein, including prior approval of the FCC.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

### **ARTICLE I**

#### **PURCHASE OF ASSETS**

**1.1 Transfer of Assets.** On the Closing Date (as defined in Section 5.1 hereof), Seller shall sell, assign, transfer and convey to Buyer or its designated assignee, and Buyer shall purchase and assume from Seller, substantially all of the assets, properties, interests and rights of Seller of whatsoever kind and nature, real, personal, or mixed, tangible and intangible, owned or leased by Seller as the case may be, which are used and/or useful in connection with the operation of the Station, as the same shall exist on the Closing Date, including but not limited to the following (but excluding the Excluded Assets specified in Section

1.3 hereof), all such assets being referred to herein as the "Station Assets." The Station Assets include, without limitation, the following:

1.1.1 All licenses, permits and other authorizations issued by the FCC and any other federal, state or local government authority (the "Station Licenses") to Seller in connection with and necessary for the conduct of the business and the operation of the Station, together with renewals or modifications of such Station Licenses between the date hereof and the Closing Date, including but not limited to those listed on Schedule 1.1.1 attached hereto;

1.1.2 All equipment, machinery, office furniture and fixtures, office materials and supplies, inventory, spare parts and other tangible personal property of every kind and description, and Seller's rights therein, of Seller with respect to the Station, together with any improvements or replacements thereof and additions thereto, made between the date hereof and the Closing Date which Buyer has agreed to assume in writing at Closing, including but not limited to those listed on Schedule 1.1.2 hereto;

1.1.3 All contracts, agreements and leases, written or oral, relating to the operation of the Station which are listed in Schedule 1.1.3 hereto (the "Assumed Contracts"), together with all contracts, agreements and leases entered into or acquired by Seller between the date hereof and the Closing Date which Buyer has agreed to assume in writing at Closing;

1.1.4 All of Seller's right, title and interest in and to the call letters "WBBV," trademarks, trade names, service marks, franchises, copyrights, including registrations and applications for registration of any of them, jingles, logos and slogans or licenses to use same (the "Intangible Personal Property"), together with any associated goodwill and any additions thereto between the date hereof and the Closing Date, including but not limited to those described on Schedule 1.1.4 attached hereto; Seller's rights to the trade name "The Radio People" shall be excluded;

1.1.5 All books, files, records and logs relating to the conduct of the Station's business and the operation of the Station (collectively the "Station Records"). For three years following Closing, Seller shall have reasonable access to such books, files, records and logs for inspection and duplication at Seller's expense during normal business hours, and to the originals if required, for the purposes of bookkeeping, tax return preparation and accounting procedures, and for such other purposes as may be customary or reasonably necessary;

1.2 **No Liens.** Subject to Section 1.1.3 hereof, the Station Assets shall be transferred to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, or other liens, liabilities and encumbrances whatsoever (collectively, the "Liens").

1.3 **Excluded Assets.** Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that the Station Assets shall not include the following assets along with all rights, title and interest therein which shall be referred to as the "Excluded Assets":

1.3.1 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 and accounts receivable.

1.3.2 All contracts that have terminated or expired prior to the Closing Date in the ordinary course of business and as permitted hereunder;

1.3.3 All other contracts of Seller, including employment contracts, whether written or oral, not assumed by Buyer pursuant to the terms of Section 2.1 hereof;

1.3.4 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;

1.3.5 All contracts of insurance 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 and

1.3.6 The trade name "The Radio People".

## ARTICLE 2

### ASSUMPTION OF OBLIGATIONS

2.1 **Assumption of Obligations.** Subject to the provisions of this Section 2.1, Section 2.2 and Section 3.4, on the Closing Date, Buyer shall assume and undertake to pay, satisfy or discharge the liabilities, obligations and commitments of Seller arising or to be performed on or after the Closing Date under (i) the Assumed Contracts and (ii) any other contracts entered into between the

date hereof and the Closing Date which Buyer may in its sole discretion expressly agree in writing to assume. All of the foregoing liabilities and obligations shall be referred to herein collectively as the "Assumed Liabilities."

**2.2 Retained Liabilities.** Except as set forth in Section 2.1 hereof, Buyer expressly does not, and shall not, assume or be deemed to assume any other liability, obligation, commitment, undertaking, expense or agreement of Seller of any kind or nature, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement. All of such liabilities and obligations shall be referred to herein collectively as the "Retained Liabilities." Without limiting the generality of the foregoing, it is understood and agreed that Buyer is not agreeing to, and shall not, assume any liability or obligation of Seller to Seller's employees under any existing written or oral agreements with Seller, including any such liability or obligation in respect of wages, salaries, bonuses, accrued vacation or sick pay or any other matter other than liabilities and obligations arising following the Closing.

### **ARTICLE 3**

#### **PURCHASE PRICE**

**3.1 Purchase Price.** Subject to certain adjustments pursuant to Section 3.2 below, the purchase price for the transfer of the Station Assets from Seller to Buyer shall be Nine Hundred Thousand Dollars (\$900,000) (the "Purchase Price").

**3.2 Payment of Purchase Price.** The Purchase Price shall be paid as follows:

**3.2.1** Upon execution of this Purchase and Sale Agreement, Buyer shall provide a Letter of Credit in the amount of Fifty Thousand Dollars (\$50,000) from a bank of Buyer's choosing ("Bank Agent"). The Letter of Credit shall be in a form and substance acceptable to Seller.

**3.2.2** At Closing, Buyer shall pay to Seller the Purchase Price, as follows:

**3.2.2.1** One Hundred Thousand Dollars (\$100,000), by wire transfer of immediately available funds, plus or minus any adjustments to be made pursuant to Section 3.5 hereof.

3.2.2.2 Eight Hundred Thousand Dollars (\$800,000), in the form of a promissory note ("the Promissory Note"), attached hereto. Seller will retain a first priority lien on the Station Assets used and useful in the operation of WBBV-FM, transferred under this Agreement as Schedule 3.2.2.2.

3.2.2.3 No later than one (1) day prior to the Closing Date, Seller shall deliver to Buyer a complete and detailed itemization of all Account Receivables outstanding as of the Closing Time, in an aged accounts receivable format, arising from the operations of the Station prior to the Closing Time. At Closing, Seller shall assign such Accounts Receivable to Buyer, and Buyer shall agree to pay Seller ninety percent (90%) of the aggregate value of the Aged Accounts Receivable outstanding for not more than 90 days and any other Accounts Receivable that Buyer may accept (the "Assigned Accounts Receivable"). Seller will make payment to Buyer for the Assigned Accounts Receivable in three (3) equal monthly payments. Buyer may exclude from the Assigned Accounts Receivable those Accounts Receivable which the debtor has expressly disputed in writing, and any barter agreements.

### **3.3 Letter of Credit.**

3.3.1 In the event that this Agreement is terminated by Seller prior to the Closing solely because of Buyer's refusal or inability to close, Seller, if not in material default or breach of this Agreement, shall be entitled to draw on the Letter of Credit in accordance with its terms as liquidated damages and not as a penalty. Buyer and Seller each acknowledge and agree that the liquidated damage amount is Seller's sole remedy for Buyer's breach hereof and that such amount is reasonable in light of the anticipated harm which would be caused by Buyer's breach of this Agreement, the difficulty of proof of loss, the inconvenience and nonfeasability of otherwise obtaining an adequate remedy, and the value of the transaction to be consummated hereunder.

3.3.2 In the event that Buyer and Seller consummate the transaction contemplated herein or in the event of a termination pursuant to Section 15 hereof, Seller shall not be entitled to draw down against the Letter of Credit and shall provide such notice to the Bank Agent terminating the Letter of Credit.

3.4 **Allocation of Purchase Price.** The Purchase Price shall be allocated in accordance with Exhibit A hereto.

3.5 **Proration of Income and Expenses.** Except as otherwise provided herein, on the Closing Date, there shall be prorated all payments of rent, utilities, insurance, and all operating expenses of the Station, including but not limited to salaries, taxes, music

and license fees, and other charges, so that Seller shall be responsible for all expenses incurred prior to the Closing Date and Buyer for all expenses incurred thereafter. In this regard, Seller shall pay the costs of all barter obligations, if any, engineering studies, ownership reports, employment reports, or other reports or FCC filings required by virtue of Seller's ownership of the Station prior to the Closing Date, and Buyer shall pay the costs of all barter obligations, if any, engineering studies, ownership reports, employment reports, or other reports or FCC filings required by virtue of Buyer's ownership of the Station after the Closing Date. Each party, however, shall be responsible for its own expenses in connection with the transaction contemplated by this Agreement, including, without limitation, the preparation and prosecution of the Assignment Application (as defined herein) to be filed with the FCC pursuant to Section 4.2 of this Agreement; except that Seller and Buyer shall share equally the FCC filing fee for the Assignment Application. Except as expressly provided in this Agreement, Buyer shall not be liable for any other expenses in connection with the transactions contemplated by this Agreement. Upon written request Seller may have thirty (30) days after the Closing Date to make final reconciliation in the event any unanticipated proration item occurs.

#### **ARTICLE 4**

##### **GOVERNMENTAL CONSENTS**

**4.1 FCC Consent.** It is specifically understood and agreed by Buyer and Seller that the Closing and the assignment of the FCC Licenses and the transfer of the Station Assets is expressly conditioned on and is subject to the prior consent and approval of the FCC ("FCC Consent") without the imposition of any conditions on the transfer of the FCC Licenses which are materially adverse to Buyer or Seller.

4.2 **FCC Application.** Within ten business (10) days after execution of this Agreement, Seller and Buyer shall file with the FCC an application for assignment of the FCC License (the "Assignment Application") from Seller to Buyer. Seller and Buyer shall thereafter prosecute the Assignment Application with all reasonable diligence and otherwise use their best efforts to obtain the grant of the Assignment Application as expeditiously as practicable. If the FCC Consent imposes any condition on either party hereto, such party shall use its best efforts to comply with such condition; provided, however, that neither party shall be required hereunder to comply with any condition that would have a material adverse effect upon it. If reconsideration or judicial review is sought with respect to the FCC Consent, the party affected shall vigorously oppose such efforts for reconsideration or judicial review; provided, however, that nothing in this Section 4.2 shall be construed to limit either party's right to terminate this Agreement pursuant to Article 15 hereof.

## **ARTICLE 5**

### **CLOSING**

5.1 **Closing.** The closing of the transactions contemplated herein (the "Closing") shall occur within ten (10) business days after the date on which the FCC Consent shall have given, pursuant to delegated authority (the "Closing Date"); provided, however, that in the event that informal objections or petitions to deny are filed against the Assignment Application, the Closing shall, at Buyer's option, occur within ten (10) business days after the date on which the FCC Consent shall have become a Final Order. A "Final Order" means an action of the FCC approving the Assignment Application, which is no longer subject to reconsideration or review by the FCC or any court or other governmental authority. The Closing shall be held at the offices of the Station, or at such place as the parties hereto may agree.

## **ARTICLE 6**

### **REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer hereby makes the following representations and warranties to Seller, all of which have been relied upon by Seller in entering into this Agreement and, except as specifically

otherwise provided, all of which shall be true and correct on the Closing Date:

**6.1 Organization and Standing.** Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Mississippi. Buyer's expected assignee, Debut Broadcasting Mississippi, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Mississippi.

**6.2 Authorization and Binding Obligation.** Buyer's execution, delivery and performance of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary action on its part and upon the obtaining of all necessary approvals of the transactions contemplated by this Agreement, this Agreement will constitute, and the other agreements to be executed in connection herewith will constitute, the valid and binding obligation of Buyer enforceable in accordance with their terms.

**6.3 Absence of Conflicting Agreement.** The execution, delivery and performance of this Agreement by Buyer: (a) will not conflict with, result in a breach of, or constitute a violation of or default under, the provisions of Buyer's articles of incorporation or by-laws; and (b) will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Buyer is subject.

**6.4 FCC Qualifications.** To the best of Buyer's knowledge, it is qualified under the Communications Act of 1934, as amended, and under the rules and regulations of the FCC, to become the holder of the Station Licenses.

## **ARTICLE 7**

### **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby makes the following representations and warranties to Buyer, all of which have been relied upon by Buyer in entering into this Agreement and, except as specifically otherwise provided, all of which shall be true and correct on the Closing Date:

**7.1 Organization and Standing.** Seller is a corporation duly organized, validly existing and in good standing under the laws of



the State of Louisiana. Seller has the power and authority to own, lease and operate the Station Assets and to carry on the business of the Station as proposed to be conducted by Seller between the date hereof and the Closing Date.

**7.2 Authorization and Binding Obligation.** Seller has the power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and Seller's execution, delivery and performance of this Agreement, and the transactions contemplated hereby have been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by Seller and this Agreement constitutes, and the agreements to be executed in connection herewith will constitute the valid and binding obligation of Seller enforceable in accordance with their terms.

**7.3 Absence of Conflicting Agreements.** The execution, delivery and performance of this Agreement by Seller: (a) will not conflict with, result in a breach of, or constitute a violation of or a default under, the provisions of Seller's articles of incorporation or by-law; (b) will not conflict with, result in a breach of, or constitute a violation of or default under, any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority to which Seller is a party or by which it or the Station Assets are bound; (c) will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under, any contract, agreement, instrument, license or permit to which Seller or the Station Assets is now subject; and (d) will not result in the creation of any lien, charge or encumbrance on any of the Station Assets.

**7.4 Government Authorizations.** Schedule 1.1.1 hereto contains a true and complete list of the Station Licenses, which are required for the lawful conduct of the business and operation of the Station in the manner and to the full extent they are proposed to be conducted by Buyer. Seller is the authorized legal holder of the Station Licenses listed in Schedule 1.1.1. The Station Licenses listed in Schedule 1.1.1 are in good standing, in full force and effect and sufficient for the operation of the Station as presently operated by Buyer. The operation of the Station is in accordance with the Station Licenses and the underlying construction permits. No proceedings are pending or threatened, nor, to Seller's knowledge, do any facts exist which may result in the revocation, modification, non-renewal or suspension of any of the Station Licenses, the issuance of any cease and desist order, the imposition of any administrative actions by the FCC with respect to the FCC Licenses or which may affect Buyer's ability to operate the Station in accordance with

the Station Licenses and the FCC's rules except for the filings before the FCC by Opus Broadcasting Monroe, LLC ("Opus Actions") (i) Request for Investigation and Termination of Illegal Joint Operations and (ii) Petition to Deny Assignment of License as set forth in Schedule 1.1.5 hereto.

**7.5 Tangible Personal Property.** Schedule 1.1.2 hereto contains a list of all material tangible personal property owned, leased or held by Seller and used and/or useful in the conduct of the business and operation of the Station. The Tangible Personal Property which is leased is identified as such on Schedule 1.1.2. The Tangible Personal Property is all of the tangible personal property necessary to operate the Station in the manner in which it is presently operated. Except for the Tangible Personal Property leased by Seller, Seller owns and has, and will have on the Closing Date, good and marketable title to all of the Tangible Personal Property (and to all other tangible personal property and assets to be transferred to Buyer hereunder), and none of such property at the Closing will be subject to any security interest, mortgage, pledge, or other lien or encumbrance. To Seller's knowledge, all of the items of the Tangible Personal Property are in good repair and normal operating condition (ordinary wear and tear excepted) and are available for immediate use in the conduct of the business and operation of the Station in its customary manner and in accordance with its licenses and the rules, regulations and policies of the Commission and all other governmental authorities having jurisdiction thereof.

**7.6 Contracts.** Schedule 1.1.3 hereto contains a list of all of the agreements, leases and other contracts to which the Station and Seller is a party or by which, as of the date hereof, the Station and Seller may be bound or obligated in any way or which are required to operate the Station in the manner in which it is now being operated (the "Contracts"). All of the Contracts are valid, binding and enforceable by Seller in accordance with their respective terms. Seller is not in material breach or default thereof, there is no claim of breach or default, and Seller has no knowledge of any act or omission which has occurred or which has been threatened which could result in a breach or default thereof. Those Assumed Contracts requiring the consent of a third party to assignment which Seller and Buyer agree are critical to the consummation of the transactions contemplated hereby are identified as "Material Contracts" and are so marked on Schedule 1.1.3. Notwithstanding the foregoing, if it is discovered before Closing that Seller failed to list a contract in Schedule 1.1.3 other than a Material Contract which was required to be listed, then Buyer may elect in its sole discretion to accept or reject such contract.

**7.7 Intangible Personal Property.** Schedule 1.1.4 hereto contains a list of all intangible personal property applied for, issued to or owned by the Seller or under which Seller is a licensee and used in the conduct of the business and operation of the Station referred to in Section 1.1.4 (but excluding those included in the Excluded Assets and referred to in Section 1.3). The Intangible Personal Property is all of the intangible personal property used in the operation of the Station in the manner conducted by Seller. Seller has the right to use all of such property and such use does not infringe on or violate any other party's rights.

**7.8 Insurance.** All of the assets to be sold to Buyer which are of an insurable character is insured by financially sound and reputable insurance companies against loss or damage by fire and other risks to the extent and in the manner customary for properties and assets of that nature. All such insurances policies are listed in Exhibit B hereto and are in current force and effect and full coverage thereunder shall remain in effect through the Closing.

**7.9 Taxes.** Seller has filed all federal, state, local and foreign income, franchise, sales, use, property, excise, payroll and other tax returns required by law and has paid in full all taxes, estimated taxes, interest, assessments, and penalties due and payable. All returns and forms which have been filed have been true and correct in all material respects and no tax or other payment in a material amount other than as shown on such returns and forms are required to be paid and have been paid by Seller.

**7.10 Environmental.** To the best of Seller's knowledge, (i) Seller has not unlawfully disposed of any hazardous waste or hazardous substance including Polychlorinated Biphenyl's ("PCBs") at the location of the Station, and (ii) the technical equipment included in the Station Assets does not contain any PCB.

**7.11 Employee and Labor Relations.**

**7.11.1** Seller is not a party to any contract with any labor organization, nor has Seller agreed to recognize any union or other collective bargaining unit, nor has any union or other collective bargaining unit been certified as representing any of Seller's employees. Seller has no knowledge of any organizational effort currently being made or threatened by or on behalf of any labor union with respect to employees of Seller.

**7.11.2** Seller has complied in all material respects with all applicable laws, rules and regulations relating to the employment of labor, including those relating to wages, hours,

collective bargaining, unemployment insurance, workers' compensation and payment and withholding of taxes in connection with the operation of the Station.

7.11.3 Seller has not promised to any employee of the Station that Buyer will be hiring any such employee or otherwise made any offer of employment to any employee of the Station on behalf of Buyer. All employees of the Station shall be terminable, without liability to Buyer, on and as of the Closing Date. Buyer will have no liability to any present or past employee of the Station for retirement, pension, bonus, termination, vacation, or other pay, or for hospitalization, major medical, life or other insurance or other employee benefits.

7.12 **Litigation.** There is no litigation or proceeding or investigation pending or threatened against Seller or the Station in any federal, state or local court, or before any administrative agency or arbitrator (including, without limitation, any proceeding which seeks the forfeiture of, or opposes the renewal of, any of the Station Licenses), or before any other tribunal duly authorized to resolve disputes, or which seeks to enjoin or prohibit, or otherwise questions the validity of, any action taken or to be taken pursuant to or in connection with this Agreement except for the Opus Actions as set forth in Section 7.4 and Schedule 1.1.5.

7.13 **Compliance with Law.** The operation of the Station and all of the Station Assets are in compliance in all material respects with all applicable federal, state and local laws, ordinances and regulations, including the Communications Act of 1934, as amended and all rules and regulations issued thereunder. Without limiting the generality of the foregoing, Seller has timely filed all FCC reports and other documents required to be filed by any governmental authority with respect to the Station and Seller has maintained its local public inspection file in full compliance with FCC requirements.

7.14 **Shareholders.** Bob Holladay is the only shareholder of Seller.

7.15 **Accuracy of Information.** No representation or warranty made by Seller hereunder or any information furnished or to be furnished to Buyer or any principal or agent of Buyer in connection with the transaction contemplated herein contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make the information herein not misleading. Notwithstanding the generality of the foregoing, all financial information given to Buyer fairly reflects the condition of Seller as of the date hereof and fairly presents the results of operation of the Station for the periods reflected therein, and since the date of the most recent financial statement given to

Buyer there have been no material adverse changes in the financial position of the Station.

## ARTICLE 8

### COVENANTS OF SELLER

8.1 **Affirmative Covenants.** Seller covenants and agrees with respect to the Station that, between the date hereof and the Closing Date, except as expressly permitted by this Agreement or with the prior written consent of Buyer, it shall act in accordance with the following:

8.1.1 Seller shall conduct the business and operation of the Station in the ordinary and prudent course of business and with the intent of preserving the ongoing operations and assets, listeners, advertisers and business of the Station.

8.1.2 Seller shall operate the Station in material accordance with FCC rules and regulations and the Station Licenses and with all other laws, regulations, rules and orders and remove and assume all responsibility and costs for removing any and all violations thereof, including the payment of any fines assessed or other sanctions that may be imposed therefor.

8.1.3 Seller shall provide Buyer prompt written notice of any change in any of the information contained in the representations and warranties made in Article 7 hereof or any Schedules referred to herein or attached hereto, plus Seller shall provide Buyer with all changes and developments in the Opus Actions.

8.1.4 Seller shall give prompt notice to Buyer of any unusual or material developments with respect to the business or operation of the Station.

8.1.5 Seller shall give or cause the Station to give Buyer and Buyer's counsel, accountants, engineers and other representatives, at Buyer's reasonable request, and as authorized by the management of Seller, full and reasonable access during normal business hours to all of Seller's personnel, properties, books, contracts, reports and records including financial information and tax returns relating to the Station, to all buildings and equipment relating to the Station, and to the Station's employees in order that Buyer may have full opportunity to make such investigation as it desires of the affairs of the Station and to furnish Buyer with information, and copies of all documents and agreements including but not limited to financial and operating

data and other information concerning the financial condition, results of operations and business of the Station, that Buyer may reasonably request.

8.1.6 Seller shall perform all of the Contracts according to their respective terms and, if necessary, renew the same; provided, however, that, at Buyer's request, Seller will give protective notices of cancellation with respect to the Contracts which Buyer is not to assume.

8.1.7 Seller shall maintain the Tangible Personal Property in its present condition, subject to reasonable wear and tear and to dispositions in the normal course of business, and keep in effect all current insurance policies with respect thereto, and restore, repair or replace any lost or substantially damaged item of Tangible Personal Property with an item of equivalent quality and value.

8.2 **Negative Covenants.** Seller covenants and agrees with respect to the Station that between the date hereof and the Closing Date, except as expressly permitted by this Agreement or with the prior written consent of Buyer, it shall act in accordance with the following:

8.2.1 Seller shall not cause or permit by any act, or failure to act, any of the Station Licenses to expire, be surrendered, adversely modified, or otherwise terminated, or the FCC to institute any proceedings for the suspension, revocation or adverse modification of any of the Station Licenses.

8.2.2 Seller shall not create or permit any Lien affecting the Station Assets.

8.2.3 Seller shall not: (i) enter into any commitment for capital expenditures for which Buyer would be liable after the Closing Date; (ii) enter into any collective bargaining agreement or, through negotiation or otherwise, make any commitment or incur any liability to any labor organization relating to any Station employee (to the extent the foregoing does not violate applicable law); or (iii) enter into any contract or commitment in relation to the Station' business or employees to which Buyer will be bound or which will adversely affect Buyer's operation of the Station following the Closing other than agreements cancelable without penalty prior to the Closing Date.

8.2.4 Seller shall not, other than in the ordinary course of business, sell or dispose of or commit to sell or dispose of any of the Station Assets unless, in the case of the Tangible Personal Property, the same are replaced by assets of equal quality and usefulness.

8.2.5 Seller shall not increase the salary, benefits or other compensation payable to any Station employee, except to the extent consistent with existing practice. Seller shall immediately notify Buyer upon taking any such action.

8.3. **Non-compete.** At Closing, Seller and Seller's principals shall enter into a non-compete agreement in the form attached hereto as Exhibit C, which, except for radio stations currently owned or controlled by Seller on the Closing Date, shall bar Seller and its Principals from having an ownership interest or investment in, or serving as an officer, director or employee of, or serving as a consultant or advisor to, any radio broadcast business whose city of license, studio or transmitter site to Warren County, Mississippi and Madison Parish, Louisiana, for a period of one (1) year from the Closing Date. Said agreement shall further bar Seller and Seller's principals for a period of one (1) year after Closing from hiring or soliciting to hire any person employed by Buyer and whose duties relate substantially to the Station. The portion of the purchase price allocated to the foregoing non-compete agreement shall be in accordance with Exhibit A hereto.

## ARTICLE 9

### JOINT COVENANTS

Buyer and Seller covenant and agree that between the date hereof and the Closing Date, they shall act in accordance with the following:

9.1 **Conditions.** If any event should occur, either within or without the control of any party hereto, which would prevent fulfillment of the conditions upon the obligations of any party hereto to consummate the transactions contemplated by this Agreement, the parties hereto shall use their best efforts to cure the event as expeditiously as possible.

9.2 **Confidentiality.** Buyer and Seller shall each keep confidential all information obtained by it with respect to the other in connection with this Agreement and the negotiations preceding this Agreement, and will use such information solely in connection with the transactions contemplated by this Agreement, and if the transactions contemplated hereby are not consummated for any reason, each shall return to the other, without retaining a copy thereof, any schedules, documents or other written information obtained from the other in connection with this Agreement and the transactions contemplated hereby. Notwithstanding the foregoing,

neither party shall be required to keep confidential or return any information which (i) is known or available through other lawful sources, not bound by a confidentiality agreement with the disclosing party or (ii) is or becomes publicly known through no fault of the receiving party or its agents, (iii) is required to be disclosed pursuant to an order or request of a judicial or governmental authority (provided the disclosing party is given reasonable prior notice), or (iv) is developed by the receiving party independently of the disclosure by the disclosing party.

9.3 **Cooperation.** Buyer and Seller shall cooperate fully with one another in taking any actions, including 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; provided, however, that no party shall be required to take any action which would have a material adverse effect upon it. Prior to the Closing Date, Buyer shall not directly or indirectly control, supervise, or direct, or attempt to control, supervise, or direct, the operations of the Station, except as allowed by the Time Brokerage Agreement executed contemporaneously with this Agreement.

## **ARTICLE 10**

### **CONDITIONS OF CLOSING BY BUYER**

The performance of the obligations of Buyer hereunder are subject to the satisfaction of each of the following express conditions precedent, provided that Buyer may, at its election, waive any of such conditions at Closing, notwithstanding that such condition is not fulfilled on the Closing Date:

#### **10.1 Representations, Warranties and Covenants.**

10.1.1 All representations and warranties of Seller contained herein or in any Schedule or document delivered pursuant hereto, shall be true and complete in all material respects as of the date hereof and on and as of the Closing Date as if made on and as of that date, except for changes expressly permitted or contemplated by the terms of this Agreement.

10.1.2 All of the terms, covenants and conditions to be complied with and performed by Seller on or prior to Closing Date shall have been complied with or performed in all material respects.

10.2 **Governmental Consents.** The conditions specified in Sections 4.1 and 4.2 of this Agreement shall have been satisfied.



10.3 **Governmental Authorizations.** Seller shall be the holder of the Station Licenses and all other material licenses, permits and other authorizations listed in Schedule 1.1.1, and there shall not have been any modification of any of such licenses, permits and other authorizations which has a material adverse effect on the Station or the conduct of its business and operation. No proceeding shall be pending which seeks or the effect of which reasonably could be to revoke, cancel, fail to renew, suspend or modify materially and adversely the Station adverse effect on the Station or the conduct of its business and operation. No proceeding shall be pending which seeks or the effect or which reasonably could be to revoke, cancel, fail to renew, suspend or modify materially and adversely the Station Licenses or any other material licenses, permits or other authorizations of the Station.

10.4 **Adverse Proceedings.** No suit, action, claim or governmental proceeding shall be pending against, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against, any party hereto which would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms except for the Opus Actions.

10.5 **Third-Party Consents.** Seller shall have obtained and shall have delivered to Buyer all third-party consents to the Material Contracts.

10.6 **Closing Deliveries.** Seller shall have delivered or caused to be delivered to Buyer, on the Closing Date, each of the documents required to be delivered pursuant to Article 13.

10.7 **No Material Adverse Change.** Since the date of this Agreement, there shall not have occurred, whether or not within Seller's control, any material adverse change in the Assets.

10.8 **Liens.** The Station Assets shall be free and clear of all Liens.

## ARTICLE 11

### CONDITIONS OF CLOSING BY SELLER

The performance of the obligations of Seller hereunder are subject to the satisfaction of each of the following express conditions precedent, provided that Seller may, at its election,

waive any of such conditions at Closing, notwithstanding that such condition is not fulfilled on the Closing Date:

**11.1 Representations, Warranties and Covenants.**

11.1.1 All representations and warranties of Buyer made in this Agreement or in any Schedule or document delivered pursuant hereto, shall be true and complete in all material respects as of the date hereof and on and as of the Closing Date as if made on and as if made on and as of that date, except for changes expressly permitted or contemplated by the terms of this Agreement.

11.1.2 All of the terms, covenants and conditions to be complied with and performed by Buyer on or prior to the Closing Date shall have been complied with or performed in all material respects.

11.2 **Governmental Consents.** The conditions specified in Sections 4.1 and 4.2 of this Agreement shall have been satisfied.

11.3 **Adverse Proceedings.** No suit, action, claim or governmental proceeding shall be pending against, and no other, decree or judgment of any court, agency or other governmental authority shall have been rendered against any party hereto which would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms.

11.4 **Closing Deliveries.** Buyer shall have delivered or caused to be delivered to Seller, on the Closing Date, the Purchase Price and each of the documents required to be delivered pursuant to Article 13.

**ARTICLE 12**

**TRANSFER TAXES; FEES AND EXPENSES**

12.1 **Expenses.** Except as set forth in Sections 3.5 and 12.2 hereof, each party hereto 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.

12.2 **Transfer Taxes: Governmental Filing or Grant Fees.** All costs of transferring the Station Assets in accordance with this Agreement, including recordation, transfer and documentary taxes and fees, and any excise, sales or use taxes shall be borne by Seller.

## ARTICLE 13

### CLOSING DELIVERIES

13.1 **Seller's Deliveries.** At the Closing, Seller shall deliver or cause to be delivered to Buyer the following:

13.1.1 Bills of Sale and other instruments of assignment and transfer, all in a form normal and customary in the State of Mississippi and satisfactory to Buyer's counsel, as shall be effective to vest in Buyer or its permitted assignees, good and marketable title in and to the Station Assets transferred pursuant to this Agreement in accordance with the terms of this Agreement;

13.1.2 A certificate, dated the Closing Date, and substantially in the form of Exhibit D, of the Secretary of Seller certifying as to the resolutions of the Board of Directors of Seller approving the execution and delivery of this Agreement and each of the other documents and agreements referred to herein and authorizing the consummation of the transactions contemplated hereby and thereby;

13.1.3 The Station Records, including the originals or copies of all program, operations, transmissions, or maintenance logs and all other records required to be maintained by the FCC with respect to the Station, including the Station's public file, shall be left at the Station and thereby delivered to Buyer; and

13.1.4 Such additional information and materials as Buyer shall have reasonably requested.

13.2 **Buyer's Deliveries.** At the Closing, Buyer shall deliver or cause to be delivered to Seller the following:

13.2.1 The Purchase Price as described in Section 3 hereof;

13.2.2 A certificate, dated the Closing Date, and substantially in the form of Exhibit E, of the Secretary of Buyer certifying as to the resolutions of the Board of Directors of Buyer approving the execution and delivery of this Agreement and each of the other documents and agreements referred to herein and authorizing the consummation of the transactions contemplated hereby and thereby;

13.2.3 Such additional information and materials as Seller shall have reasonably requested.

## ARTICLE 14

### INDEMNIFICATION

14.1 **Seller's Indemnities.** Seller hereby agrees to indemnify, defend and hold harmless Buyer and its assignee with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon or incurred by Buyer directly or indirectly relating to or arising out of:

14.1.1 The breach by Seller of any of its representations or warranties, or failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement;

14.1.2 The Retained Liabilities;

14.1.3 Any and all claims, liabilities or obligations of any nature, absolute or contingent, relating to the business and operation of the Station prior to the Closing Date;

14.1.4 Any failure to comply with any "bulk sales" laws applicable to the transactions contemplated hereby;

14.1.5 A claim by any person or entity based on any arrangement or agreement to pay a commission, finder's fee or similar payment in connection with this Agreement made or alleged to have been made by Seller; and

14.1.6 Any and all claims, liabilities or obligations of any nature, absolute or contingent, relating to the Opus Actions identified in Section 7.4.

14.2 **Buyer's Indemnities.** Buyer hereby agrees to indemnify, defend and hold harmless Seller with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Seller directly or indirectly relating to or arising out of:

14.2.1 The breach by Buyer of any of its representations, warranties, or failure by Buyer to perform any of its covenants, conditions or agreements set forth in this Agreement;

14.2.2 The Assumed Liabilities;

14.2.3 Any and all claims, liabilities or obligations of any nature, absolute or contingent, relating to the business and operation of the Station as conducted by Buyer on and after the Closing Date; and

14.2.4 Subject to Section 16.14 below, a claim by any person or entity based on any arrangement or agreement to pay a commission, finder's fee or similar payment in connection with this Agreement made or alleged to have been made by Buyer.

14.3 **Survival of Representations and Warranties.** The representations and warranties contained herein shall be deemed and construed to be continuous and survive the Closing for a period of three (3) years following the Closing Date.

14.4 **Procedures.**

14.4.1 Promptly after the receipt by either party (the "Indemnified Party") of notice of (a) any claim or (b) the commencement of any action or proceeding which may entitle such party to indemnification under this Section, such party shall give the other party (the "Indemnifying Party") written notice of such claim or the commencement of such action or proceeding and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting from such claim. The failure to give the Indemnifying Party timely notice under this Section 14.4.1 shall not preclude the Indemnified Party from seeking indemnification from the Indemnifying Party unless such failure has materially prejudiced the Indemnifying Party's ability to defend the claim or litigation.

14.4.2 If the Indemnifying Party assumes the defense of any such claim or litigation resulting therefrom with counsel reasonably acceptable to the Indemnified Party, the obligations of the Indemnifying Party as to such claim shall be limited to taking all steps necessary in the defense or settlement of such claim or litigation resulting therefrom and to holding the Indemnified Party harmless from and against any losses, damages and liabilities caused by or arising out of any settlement approved by the Indemnifying Party or any judgment in connection with such claim or litigation resulting therefrom; however, the Indemnified Party may participate, at its expense, in the defense of such claim or litigation provided that the Indemnifying Party shall direct and control the defense of such claim or litigation. The Indemnified Party shall cooperate and make available all books and records reasonably necessary and useful in connection with the defense. The Indemnifying Party shall not, in the defense of such claim or any litigation resulting therefrom, consent to entry of any judgment, except with the written consent of the Indemnified Party, or enter

into any settlement, except with the written consent of the Indemnified Party, 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 or litigation.

14.4.3 If the Indemnifying Party shall not assume the defense of any such claim or litigation resulting therefrom, the Indemnified Party may, but shall have no obligation to, defend against such claim or litigation in such manner as it may deem appropriate, and the Indemnified Party may compromise or settle such claim or litigation without the Indemnifying Party's consent.

14.5 **Assignment of Claims.** In the event that any of the Damages for which an Indemnifying Party is responsible or allegedly responsible hereunder are recoverable or potentially recoverable against any third party at the time when payment is due under this Article 14, then the Indemnified Party shall assign any and all rights that it may have that are related in any fashion to the Damages or the facts or circumstances giving rise thereto to the Indemnifying Party as a condition to any payment due under this Article 14, or, if such rights are not assignable under applicable law or otherwise, the Indemnified Party hereunder shall attempt in good faith to collect any and all damages and losses on account thereof from such third party for the benefit of, and at the expense and direction of, the Indemnifying Party.

## **ARTICLE 15**

### **TERMINATION RIGHTS**

#### **15.1 Termination.**

15.1.1 This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in material default or breach of this Agreement, upon written notice to the other upon the occurrence of any of the following:

15.1.1.1 if any condition set forth herein to the obligations of the party seeking to terminate has not been satisfied or waived on or prior to the Closing Date; or

15.1.1.2 if the FCC denies the Assignment Application and such denial becomes a Final Order; or

15.1.1.3 if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement; or

15.1.1.4 if the Closing has not occurred within twelve (12) months after the date on which the Assignment Application is accepted for filing by the FCC.

15.1.2 This Agreement may be terminated by mutual agreement of the parties hereto.

15.1.3. Buyer may terminate this Agreement pursuant to Section 16.2(a) hereunder.

15.2 **Liability.** The termination of this Agreement under Section 15.1 shall not relieve any party of any liability for breach of this Agreement prior to the date of termination.

## ARTICLE 16

### MISCELLANEOUS PROVISIONS

16.1 **Specific Performance.** Seller and Buyer each recognize and acknowledge that, in the event that Seller shall fail to perform its obligations to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Seller and Buyer, therefore, each agree and acknowledge that, in the event of Seller's failure to perform its obligation to consummate the transaction contemplated hereby, Buyer shall be entitled, in addition to any action for monetary damages, and in addition to any other rights and remedies on account of such failure, to specific performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law.

16.2 **Risk of Loss.** The risk of loss or damage to any of the Station Assets prior to the Closing Date shall be upon Seller. In the event of such loss or damage prior to the Closing, Seller shall, at its expense, and in consultation with Buyer, repair, replace and restore any such damaged or lost Station Asset to its prior condition as soon as possible and in no event later than the Closing Date. In the event any such loss or damage requires the Station to be taken off the air or to operate with reduced power for more than seven (7) days, Buyer may in its sole election (a) terminate this entire Agreement with no further obligation to Seller or (b) postpone the Closing for up to ninety (90) days, at the conclusion of which period of postponement Buyer may terminate the Agreement if the loss or damage has not been fully repaired and restored.

16.3 **Further Assurances.** After the Closing, Seller shall from time to time, at the request of and 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 and marketable title to the assets being transferred hereunder, and Buyer shall from time to time, at the request of and expense to Seller, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively relieve Seller of any obligations being assumed by Buyer hereunder.

16.4 **Benefit and Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Seller may assign its interest under this Agreement with the prior written consent of Buyer, which consent shall not be unreasonably withheld.

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 Mississippi without giving effect to the choice of law principles thereof.

16.7 **Notices.** All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

To Seller:

Bob Holladay  
Holladay Broadcasting of Louisiana, LLC  
PO Box 4808  
Monroe, LA 71211  
Fax: (318) 388-0569

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

Donald Kneipp



1401 Hudson Lane  
Suite 300  
Monroe, LA 71201  
Tel: (318) 388-4440  
Fax: (318) 388-3983

To Buyer:

Steven M. Ludwig  
Debut Broadcasting Mississippi, Inc.  
1209 16<sup>th</sup> Avenue South  
Nashville, TN 37212  
Fax: (615) 301-0002

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

Stephen K. Rush  
Rush Law Group  
1209 16<sup>th</sup> Avenue South  
Nashville, TN 37212  
Fax: (615) 327-0811

**16.8 No Third Party Beneficiaries.** Nothing herein expressed or implied is intended or shall be construed to confer upon 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.

**16.9 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; provided, however, that if the removal of the offending provision or provisions materially alters the burdens or benefits of either party, the parties agree to negotiate in good faith such modifications to this Agreement as are appropriate to insure the burdens and benefits of each party are reasonably comparable to those originally contemplated and expected.

**16.10 Amendments and Waivers.** 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.

16.11 **Entire Agreement.** This Agreement and the Exhibits and Schedules attached hereto and the ancillary documents provided for herein embody the entire agreement and understanding of the parties hereto relating to the matter provided for herein and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

16.12 **Brokerage Fees.** Buyer is represented by Terry Greenwood, an agent for TAG Media Consulting, LLC, 8520 Woodfall Road, Nottingham, MD 21236 ("Buyer Representative"). Buyer will pay Buyer Representative a commission equal to two and-a-half percent (2.5%) of the purchase price. Buyer and Seller hereby mutually represent that there are no other finders, consultants or brokers involved in this transaction and that neither Seller nor Buyer has agreed to pay any other brokers', finders' or consultants' fees in connection with this transaction.

16.13 **Attorneys' Fees.** In the event of commencement of suit by either party to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive attorneys' fees and costs of collection as the court in which such suit is brought may adjudge reasonable in addition to all other relief granted.

16.14 **Time of Essence.** Time is of the essence with respect to every provision of this Agreement.

16.15 **Counterparts.** This Agreement may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date and year first above written.

**HOLLADAY BROADCASTING  
OF LOUISIANA, LLC**

**DEBUT BROADCASTING  
MISSISSIPPI, INC.**

By: \_\_\_\_\_  
Name: Robert Holladay  
Title: Managing Member

By: \_\_\_\_\_  
Name: Steven M. Ludwig  
Title: CEO

16.11 **Entire Agreement.** This Agreement and the Exhibits and Schedules attached hereto and the ancillary documents provided for herein embody the entire agreement and understanding of the parties hereto relating to the matter provided for herein and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

16.12 **Brokerage Fees.** Buyer is represented by Terry Greenwood, an agent for TAG Media Consulting, LLC, 8520 Woodfall Road, Nottingham, MD 21236 ("Buyer Representative"). Buyer will pay Buyer Representative a commission equal to two and-a-half percent (2.5%) of the purchase price. Buyer and Seller hereby mutually represent that there are no other finders, consultants or brokers involved in this transaction and that neither Seller nor Buyer has agreed to pay any other brokers', finders' or consultants' fees in connection with this transaction.

16.13 **Attorneys' Fees.** In the event of commencement of suit by either party to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive attorneys' fees and costs of collection as the court in which such suit is brought may adjudge reasonable in addition to all other relief granted.

16.14 **Time of Essence.** Time is of the essence with respect to every provision of this Agreement.

16.15 **Counterparts.** This Agreement may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date and year first above written.

**HOLLADAY BROADCASTING  
OF LOUISIANA, LLC**

By: Robert Holladay  
Name: Robert Holladay  
Title: Managing Member

**DEBUT BROADCASTING  
MISSISSIPPI, INC.**

By: Steven M. Ludwig  
Name: Steven M. Ludwig  
Title: CEO



## Exhibit A

### Purchase Price Allocation

#### Tangible Personal Property

Leasehold Improvements	\$ 25,000
Equipment	\$ 10,000

#### Intangible Personal Property

Goodwill	\$ 380,000
FCC Station Licenses	\$ 450,000

Covenant Not to Compete	\$ 35,000
-------------------------	-----------

Total Purchase Price	\$ 900,000
----------------------	------------

**Exhibit B**  
**Insurance Policies**

## Exhibit C

### Form of Seller Non-Compete Agreement

#### NON-COMPETITION AGREEMENT

This **NON-COMPETITION AGREEMENT** made this \_\_\_\_\_ day of March, 2008 by and between Holladay Broadcasting of Louisiana, LLC., a Louisiana limited liability company, and Robert Holladay (the "Covenantors") and Debut Broadcasting Mississippi, Inc., a Mississippi Corporation ("Buyer").

**WHEREAS**, the Covenantors and Buyer are parties to that certain Asset Purchase Agreement, dated as of March 3rd, 2008 (the "Purchase Agreement") with respect to the sale to Buyer of substantially all of the assets of the Covenantors utilized by them in the operation radio stations WBBV FM, Vicksburg, MS.

**WHEREAS**, the Covenantors, pursuant to the Purchase Agreement, have agreed to execute this Agreement and make the covenants made hereunder; and

**WHEREAS**, capitalized terms used and not otherwise defined herein, shall have the meanings ascribed thereto in the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Covenant Not to Compete. The Covenantors agree that, for a period of one year (1) commencing on the date hereof (the "Term"), they will not, except for radio stations owned or controlled as of the date hereof, directly or indirectly, acquire any interest in, manage, operate, control, engage or participate in (as a partner, owner, principal, officer, director, stockholder, agent, investor, or otherwise, other than through passive ownership of up to a five percent (5%) equity interest in any entity), any radio broadcast business, including Internet and satellite radio plus any new technologies that may be developed and any advertising agency whose city of license, studio or transmitter site or business territory in Warren County, Mississippi and Madison Parish, Louisiana, for a period of one (1) year from the Closing Date.

2. Adjustment. The parties hereby agree that, if either the length of time, the geographical area, or the other

parameters of the restrictions set forth herein are deemed to be too restrictive to the Covenantors in any judicial proceeding, the court having jurisdiction of such matter may reduce such restrictions to one which it deems reasonable under the circumstances, and the agreements made by the Covenantors hereunder, with the foregoing restrictions reduced in accordance with such determination by the court, shall remain in full force and effect.

3     Remedies. The Covenantors understand and acknowledge that a violation of any of the provisions of this Agreement will cause irreparable damage to Buyer and its successors and assigns. Thus, the Covenantors agree that Buyer may not have adequate remedies at law for the breach or threatened breach of the agreements contained herein and agree that Buyer and its successors and assigns may, in addition to any other remedies which may be available hereunder or under applicable law, in the case of any such breach or threatened breach, file a suit in equity without the necessity or obligation of posting bond, to enjoin them from such breach or threatened breach. The Covenantors agree that the court having jurisdiction over such proceedings may enter an order enjoining them from such breach or threatened breach after an appropriate hearing and opportunity to respond afforded to the Covenantors. The Covenantors specifically affirm the appropriateness of injunctive or other equitable relief in any such action. Furthermore, the Covenantors agree to indemnify, save and hold harmless Buyer from and against any and all claims, damages, losses, costs and expenses (including reasonable attorneys' and paralegals' fees) arising out of or resulting from any breach of this Agreement.

4.     Restriction Acknowledgment. The parties hereto acknowledge and agree that:

(a)     The parties hereto have carefully read this Agreement and have given and do now give careful consideration to the restraints imposed upon the Covenantors by this Agreement;

(b)     This Agreement is necessary for the reasonable and proper protection of the legitimate business of Buyer in acquiring Seller's Radio Business under the Purchase Agreement;

(c)     The scope of the restrictions in time, geographical area and subject matter contained in this Agreement are reasonable; and



(d) The Covenantors have received adequate consideration for the execution, delivery and performance of this Agreement.

5. Enforceability. In the event any provision of this Agreement is held to be invalid, the remaining provisions of this Agreement shall not be affected thereby.

6. Assignment. This Agreement may be assignable by Buyer to any of its affiliates or to any third party in connection with the sale of the business of Buyer or any affiliate, or the sale of any other business now operated or subsequently developed by Buyer or any affiliate, that is within the scope of the business conducted by Buyer or any affiliate. This Agreement may not be assigned or delegated by the Covenantors in any respect.

7. Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by the laws of Mississippi without giving effect to the principles of conflict of law. Each of the parties hereto irrevocably consents and agrees that any legal or equitable action or proceeding arising under or in connection with this Agreement shall be brought in the appropriate United States District Court for Mississippi.

(b) By execution and delivery of this Agreement, each party hereto irrevocably submits to and accepts, with respect to any such action or proceeding, generally and unconditionally the jurisdiction of the aforesaid courts and irrevocably waives any and all rights such party may have to object to such jurisdiction.

(c) The parties hereto hereby waive any right to a trial by jury in any action or proceeding relating to this Agreement.

8. Benefit. This Agreement shall be binding upon the Covenantors and their subsidiaries, affiliates, successors and permitted assigns and shall inure to the benefit of Buyer and its subsidiaries, affiliates, successors and permitted assigns.

9. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all other agreements or understandings, oral or written.

10. Modifications and Waivers. This Agreement cannot be amended nor can any of the terms or provisions hereof be waived except in writing signed by the party affected thereby. Any waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent breach.

11. Counterparts; Facsimiles. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that they may rely upon the fax signatures hereto and to any amendments, documents, agreements or instruments delivered in connection herewith.

12. Notices.

(a) Any notice, request, demand, waiver, or other communication required or permitted to be given hereunder will be in writing and will be deemed to have been given only if delivered in person, by first-class, prepaid, registered or certified U.S. Mail, or by courier or, if printed receipt is confirmed, by facsimile:

(i) If to Covenantor at:

Bob Holladay  
Holladay Broadcasting of Louisiana, LLC  
PO Box 4808  
Monroe, LA 71211  
Fax: (318) 388-0569

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

Donald Kneipp  
1401 Hudson Lane  
Suite 300  
Monroe, LA 71201  
Tel: (318) 388-4440  
Fax: (318) 388-3983

(ii) If to Buyer at:

Steven M. Ludwig  
Debut Broadcasting Mississippi, Inc.  
1209 16<sup>th</sup> Avenue South  
Nashville, TN 37212  
Fax: (615) 301-0002

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

Stephen K. Rush  
Rush Law Group  
1209 16<sup>th</sup> Avenue South  
Nashville, TN 37212  
Fax: (615) 327-0811

(b) Any party may change the address to which notices are required to be sent by giving notice of such change in the manner provided in Section 13(a) above. All notices will be deemed to have been received on the date of delivery, which in the case of deliveries by facsimile will be the date of the sender's receipt of printed confirmation.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first above indicated.

COVENANTORS:

**HOLLADAY BROADCASTING  
OF LOUISIANA, LLC**

By: \_\_\_\_\_  
Name: Robert Holladay  
Title: Managing Member  
P.O. Box 4808  
Monroe, LA 71211

BUYER:

**DEBUT BROADCASTING  
MISSISSIPPI, INC.**

By: \_\_\_\_\_  
Name: Steven M. Ludwig  
Title: CEO  
1209 16<sup>th</sup> Avenue South  
Nashville, TN 37212

\_\_\_\_\_  
Robert Holladay  
Individually

Nashville, TN 37212  
Fax: (615) 327-0811

(b) Any party may change the address to which notices are required to be sent by giving notice of such change in the manner provided in Section 13(a) above. All notices will be deemed to have been received on the date of delivery, which in the case of deliveries by facsimile will be the date of the sender's receipt of printed confirmation.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first above indicated.

COVENANTORS:

**HOLLADAY BROADCASTING  
OF LOUISIANA, LLC**

By: *Robert Holladay*  
Name: Robert Holladay  
Title: Managing Member  
P.O. Box 4808  
Monroe, LA 71211

*Robert Holladay*  
Robert Holladay  
Individually

BUYER:

**DEBUT BROADCASTING  
MISSISSIPPI, INC.**

By: \_\_\_\_\_  
Name: Steven M. Ludwig  
Title: CEO  
1209 16<sup>th</sup> Avenue South  
Nashville, TN 37212

**Exhibit D**  
**Sellers Certificate**

**Exhibit E**  
**Buyer Certificate**

Schedule 1.1.1

Station Licenses

WBBV(FM), Vicksburg, MS (Facility ID No. XXXXX)

Last renewal (FCC File No. XXX-XXXXXXXXXX) granted for a term  
expiring Month XX, XXXX.

Aural Studio Transmitter Link, Call Sign XXXXXX, expires Month  
XX, XXXX.

RPO License

## Schedule 1.1.2

### Tangible Personal Property

#### Studio Equipment:

Rolls RS79B FM Tuner  
ART SLA1 Studio Amplifier  
DBX 286A Processors (2)  
Starguide 3 with 2 Audio Cards  
Telos "One" Telephone Hybrid  
Beringher Powerplay ProXL Headphone Amp  
Marantz PMD 325 CD Player with MP3 Capability (2)  
Middle Atlantic 20-Space Rack  
Sony 8 inch 3-Way Speakers (2)  
Arrakis 12-Channel Console  
Edit Computer with Pro Sound Card  
APC 1250-Watt Battery Back-Up  
Dell 15-inch LCD Computer Monitors (2)  
BE Audio Vault Automation System

#### Production Equipment:

US Audio 20-Watt Amplifier  
DBX 286A Processor  
Tascam Dual Cassette Deck  
RDL RUDA4 Distribution Amplifier  
Tascam CD-160 CD Player  
Alesis Monitor One MK2 Speakers (2)  
Synheizer Mic  
LBA Silent Boom with Riser  
17-inch Flat LCD Computer Monitor (2)  
Soundcraft Spirit 8 ES Mixer Console  
Audio Edit Computer with Pro Sound Card  
APC 650-Watt Battery Back-Up  
BE Audio Vault Automation System

#### Equipment Room:

TFT FM Modulation Monitor Model 884  
Sage Endec EAS Encoder/Decoder  
Sage Multi-Station Relay Panel  
Mosely SL9003Q Digital 4-Channel STL Transmitter  
DBX 166XL Audio Processor  
DBX 166A Audio Processor  
DBX 215 15-Channel EQ  
Musicam Starguide 3 Sat Receiver (1 Audio Card / 1 Relay)



ETA Systems Power Distribution and Monitor  
Rolls RS79B Off-Air Tuners (2)  
Radio Shack 100-Channel Scanner Model 28-315  
Middle Atlantic Equipment Rack  
Netgear 16-Port 10/100 Switch

Outside Equipment:

100-Foot Monopole for STL Dish  
Kathrein-Scala MF950B STL Antenna  
300-Ft LDF4-50 Helix Cable with Connectors  
10-Foot Satellite Dish  
Digital-Ready LNB  
FM Band Receive Antenna

Transmitter Site:

QEI 3.5KW Transmitter with 5,000-Watt Upgrade  
Moseley SL9003G Digital 4-Channel STL Receiver  
Moseley 950 MHz Filter  
TFT 9100 STL Transmitter  
Orban 8100A On-Air Processor  
Orban 8100A On-Air Processor w/ XT2 6 Band  
Burk VRC 2500 Site Controller  
Burk Command Interface  
Burk Wiring Interface  
APC 1400-Watt Battery Back-Up  
Bird 1-5/8 Inch Coupler with Meter  
21000 BTU Air Conditioners (2)  
Generac Transfer Switch  
150-Ft LDF5-50A Helix Cable with Connectors  
225-Ft LDF4-50A Helix Cable with Connectors  
Scala PR950 STL Antenna  
Scala MR950B STL Antenna  
Shivley Labs 6-Bay FM Broadcast Antenna  
350-Ft 1-1/4" Foam Helix Cable  
Middle Atlantic Equipment Rack  
30-Watt Energy Onix Brand FM Exciter

Office Furniture & Equipment:

Desks  
Chairs  
Computers  
Phones  
Copier/Fax/Etc.

**Vehicle:**

**Van**

Schedule 1.1.3

Assumed Contracts

Tower Rental Agreement

Website Hosting Agreement

TM Music Service Agreement (Exercise Cancellation)

Associated Press (Exercise Cancellation)

Studio/Office Lease Agreement

Audio Vault License Agreement

Wicks License Agreement

NAB Membership Agreement

Schedule 1.1.4

Intangible Personal Property

Call Sign:

WBBV FM

Logo:



Domain Name:

River101.com

## Schedule 1.1.5

### Opus Actions

Opus Broadcasting Monroe, LLC ("Opus") filed a Request for Investigation and Termination of Illegal Joint Operations before the FCC (i) In the Matter of Time Brokerage Agreement of Station KNOE (AM), Monroe, Louisiana (FCC File No. BR-20040130BUY, Facility ID No. 35249) and (ii) Joint Sales Agreement and Joint Operation of Station KBYO-FM, Farmerville, Louisiana (FCC File No. BLH-19930714KZ, Facility ID No. 68796). Opus request that the Commission conduct an investigation into the operation of KNOE (AM) and KBYO-FM to determine whether Holladay Broadcasting of Louisiana, LLC and Robert Holladay have engaged in a Time Brokerage Agreement and/or a Joint Sales Agreement with respect to these stations in violation of Section 73.3555 of the Commission's Rules.

Opus filed a Petition to Deny Assignment of License in an action captioned In re: Application for Consent to Assignment of Broadcast Station License, KNOE-FM, Monroe, Louisiana (FIN-48976) (FCC File No. BALH-20071005ABA. In this action Opus is seeking to deny the assignment of license of KNOE-FM, Monroe, Louisiana from Noe Radio Enterprises, LLC to Radio Monroe, LLC ("Radio Monroe" or "Clay Holladay").

Schedule 3.2.2.2

Form of Promissory Note

**Promissory Note**

Date March, 2008

☐ New

☐ Renewal

Amount \$800,000

Maturity Date \_\_\_\_\_

<b>Lender:</b>  Holladay Broadcasting of Louisiana, LLC P. O. Box 4808 Monroe, LA 71211          (Street address including county)	<b>Borrower:</b>  Debut Broadcasting Mississippi, Inc. 1209 16 <sup>th</sup> Avenue South Nashville, TN 37212          (Name and street address, including county)
--	--

FOR VALUE RECEIVED, the undersigned Borrower unconditionally (and jointly and severally, if more than one) promises to pay to the order of Lender, its successors and assigns, without setoff, at its offices indicated at the beginning of this Note, or at such other place as may be designated by Lender, the principal amount of Eight Hundred Thousand Dollars (\$800,000), or so much thereof as may be advanced from time to time in immediately available funds, together with interest computed daily on the outstanding principal balance hereunder, at an annual interest rate, and in accordance with the payment schedule, indicated below.

**[This Note contains some provisions preceded by boxes. If a box is marked, the provision applies to this transaction; if it is not marked, the provision does not apply to this transaction.]**

**1. Rate.**

☐ **Prime Rate.** The Rate shall be the Prime Rate, plus \_\_\_\_\_ percent, per annum. The "Prime Rate" is the fluctuating rate of interest established by Citibank from time to time, at its discretion, whether or not such rate shall be otherwise published. The Prime Rate is established by Citibank as an index and may or may not at any time be the best or lowest rate charged by it on any loan.

☐ **Fixed Rate.** The Rate shall be fixed at \_\_\_\_\_ percent per annum.

☐ \_\_\_\_\_ **Other.**

Notwithstanding any provision of this Note, Lender does not intend to charge and Borrower shall not be required to pay any amount of interest or other charges in excess of the maximum permitted by the applicable law of the State of Mississippi; if any higher rate ceiling is lawful, then that higher rate ceiling shall apply. Any payment in excess of such maximum shall be refunded to Borrower or credited against principal, at the option of Lender.

**2. Accrual Method.** Unless otherwise indicated, interest at the Rate set forth above will be calculated by the 365/360 day method (a daily amount of interest is computed for a hypothetical year of 360 days; that amount is multiplied by the actual number of days for which any principal is outstanding hereunder). If interest is not to be computed using this method, the method shall be: \_\_\_\_\_

**3. Rate Change Date.** Any Rate based on a fluctuating index or base rate will change, unless otherwise provided, each time and as of the date that the index or base rate changes. If the Rate is to change on any other date or at any other interval, the change shall be: \_\_\_\_\_

In the event any index is discontinued, Lender shall substitute an index determined by Lender to be comparable, in its sole discretion.

**4. Payment Schedule** All payments received hereunder shall be applied first to the payment of any expense or charges payable hereunder or under any other loan documents executed in connection with this Note, then to interest due and payable, with the balance applied to principal, or in such other order as Lender shall determine at its option

☐ **Principal Plus Accrued Interest.** Principal shall be paid in consecutive equal installments of \$ \_\_\_\_\_, plus accrued interest, payable ☐ monthly, ☐ quarterly or ☐ \_\_\_\_\_, commencing on \_\_\_\_\_, 20\_\_\_\_, and continuing on the ☐ same day, ☐ last day of each successive month, quarter or other period (as applicable) thereafter, with a final payment of all unpaid principal and accrued interest due on \_\_\_\_\_, 20\_\_\_\_.

☐ **Fixed Principal and Interest.** Principal and interest shall be paid in consecutive equal installments of \$ \_\_\_\_\_, payable ☐ monthly, ☐ quarterly or ☐ \_\_\_\_\_, commencing on \_\_\_\_\_, 20\_\_\_\_, and continuing on the ☐ same day, ☐ last day of each successive month, quarter or other period (as applicable) thereafter, with a final payment of all unpaid principal and interest due thereon on \_\_\_\_\_, 20\_\_\_\_. If, on any payment date, accrued interest exceeds the installment amount set forth above, Borrower will also pay such excess as and when billed

☐ **Single Principal Payment** Principal shall be paid in full in a single payment on \_\_\_\_\_, 20\_\_\_\_. Interest thereon shall be paid ☐ at maturity, or else ☐ monthly, ☐ quarterly or ☐ \_\_\_\_\_, commencing on \_\_\_\_\_, 20\_\_\_\_, and continuing on the ☐ same day, ☐ last day of each successive month, quarter or other period (as applicable) thereafter, with a final payment of all unpaid interest at the stated maturity of this Note

☐ \_\_\_\_\_ **Other.**

#### 5. Revolving Feature.

☐ Borrower may borrow, repay and reborrow hereunder at any time, up to a maximum aggregate amount outstanding at any one time equal to the principal amount of this Note, provided that Borrower is not in default under any provision of this Note, any other documents executed in connection with this Note, or any other note or other loan documents now or hereafter executed in connection with any other obligation of Borrower to Lender, and provided that the borrowings hereunder do not exceed any borrowing base or other limitation on borrowings by Borrower. Lender shall incur no liability for its refusal to advance funds based upon its determination that any conditions of such further advances have not been met. Lender records of the amounts borrowed from time to time shall be conclusive proof thereof

☐ **Uncommitted Facility** Borrower acknowledges and agrees that, notwithstanding any provisions of this Note or any other documents executed in connection with this Note, Lender has no obligation to make any advance, and that all advances are at the sole discretion of Lender

☐ **Out-Of-Debt Period** For a period of at least \_\_\_\_\_ consecutive days during ☐ each fiscal year, ☐ any consecutive 12-month period, Borrower shall fully pay down the balance of this Note, so that no amount of principal or interest and no other obligation under this Note remains outstanding

#### 6. Collateral.

☐ As collateral security for all of the obligations, the Borrower hereby mortgages, assigns, pledges, conveys, transfers and sets over to the Lender, and grants to the Lender a continuing security interest in, the following (the "Collateral"): all of the right, title and interest of the Borrower in and to (i) physical assets, all accounts, contract rights, chattel paper, instruments, documents, general intangibles (including but not limited to payment intangibles) and other rights or obligations of any kind, whether now or hereafter existing and whether now owned or hereafter acquired, arising out of or in connection with Borrower's acquisition of radio station WBBV-FM and all rights to payment under any and all license agreements, and other similar agreements and arrangements relating to the foregoing.

**Sale or Encumbrance of Collateral.** Without prior written consent of Lender, Borrower will not sell, exchange, lease or otherwise dispose of the Collateral of any of the Borrower's rights therein or under this agreement, or permit any lien or security interest to attach to same except that created by this agreement and other rights, if any, of Lender

**Maintenance of Collateral.** Borrower will maintain the Collateral in good condition and repair but without permitting any lien to affix to the Collateral as a result thereof, and will pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of repairs to or maintenance of the same and not permit anything to be done that may impair the value of any of the Collateral. If Borrower fails to pay such sums, Lender may do so for the Borrower's account, adding the amount thereof to the other amounts secured hereby

**Insurance of Collateral.** Borrower shall procure, keep in force, and pay for, insurance on said Collateral, in such amounts and forms, and against such risks, and with such insurers as may be acceptable to Lender and such policies evidencing said insurance shall be furnished to Lender. If Borrower fails to furnish said insurance or fails to pay the premiums thereof, Lender may do so or may obtain insurance of its interest only, adding the amount of any such premium thereof to other amounts secured hereby; however, Lender is under no obligation nor duty to pay such premiums or obtain insurance



**Perfection of Security Interests.** Borrower will pay all costs of filing any financing, continuation or termination statements with respect to the security interest by this agreement; Lender is hereby appointed Borrower's attorney-in-fact to do, at Lender's option and at Borrower's expense, all that is necessary to perfect the security interest created by this agreement and to keep the security interest perfected and the Collateral protected, including, but not limited to signing the Borrower's name on any financing statements or amendments thereto, or the completion of this agreement or of the financing statement by inserting information or terms not inconsistent with the parties' agreement. Borrower agrees that a photographic copy or other reproduction of this agreement shall be sufficient as a financing statement.

**Impairment of Value.** Borrower will not permit anything to be done that may impair the value of any Collateral or the security intended to be afforded by this agreement.

**7. Waivers, Consents and Covenants** Borrower, any indorser or guarantor hereof, or any other party hereto (individually an "Obligor" and collectively "Obligors") and each of them jointly and severally: (a) waive presentment, demand, protest, notice of demand, notice of intent to accelerate, notice of acceleration of maturity, notice of protest, notice of nonpayment, notice of dishonor, and any other notice required to be given under the law to any Obligor in connection with the delivery, acceptance, performance, default or enforcement of this Note, any indorsement or guaranty of this Note, or any other documents executed in connection with this Note or any other note or other loan documents now or hereafter executed in connection with any obligation of Borrower to Lender (the "Loan Documents"); (b) consent to all delays, extensions, renewals or other modifications of this Note or the Loan Documents, or waivers of any term hereof or of the Loan Documents, or release or discharge by Lender of any of Obligors, or release, substitution or exchange of any security for the payment hereof, or the failure to act on the part of Lender, or any indulgence shown by Lender (without notice to or further assent from any of Obligors), and agree that no such action, failure to act or failure to exercise any right or remedy by Lender shall in any way affect or impair the obligations of any Obligors or be construed as a waiver by Lender of, or otherwise affect, any of Lender's rights under this Note, under any indorsement or guaranty of this Note or under any of the Loan Documents; and (c) agree to pay, on demand, all costs and expenses of collection or defense of this Note or of any indorsement or guaranty hereof and/or the enforcement or defense of Lender's rights with respect to, or the administration, supervision, preservation, or protection of, or realization upon, any property securing payment hereof, including, without limitation, reasonable attorney's fees, including fees related to any suit, mediation or arbitration proceeding, out of court payment agreement, trial, appeal, bankruptcy proceedings or other proceeding, in such amount as may be determined reasonable by any arbitrator or court, whichever is applicable.

**8. Prepayments** Prepayments may be made in whole or in part at any time on any loan for which the Rate is based on the Prime Rate. All prepayments of principal shall be applied in the inverse order of maturity, or in such other order as Lender shall determine in its sole discretion. No prepayment of any other loan shall be permitted without the prior written consent of Lender. Notwithstanding such prohibition, if there is a prepayment of any such loan, whether by consent of Lender, or because of acceleration or otherwise, Borrower shall, within 15 days of any request by Lender, pay to Lender any loss or expense which Lender may incur or sustain as a result of such prepayment. For the purposes of calculating the amounts owed only, it shall be assumed that Lender actually funded or committed to fund the loan through the purchase of an underlying deposit in an amount and for a term comparable to the loan, and such determination by Lender shall be conclusive, absent a manifest error in computation.

**9. Delinquency Charge.** To the extent permitted by law, a delinquency charge may be imposed in an amount not to exceed four percent (4%) of any payment that is more than fifteen days late.

**10. Events of Default** The following are events of default hereunder: (a) the failure to pay or perform any obligation, liability or indebtedness of any Obligor to Lender, or to any affiliate or subsidiary of Lender, whether under this Note or any Loan Documents, as and when due (whether upon demand, at maturity or by acceleration); (b) the failure to pay or perform any other obligation, liability or indebtedness of any Obligor to any other party; (c) the death of any Obligor (if an individual); (d) the resignation or withdrawal of any partner or a material owner/guarantor of Borrower, as determined by Lender in its sole discretion; (e) the commencement of a proceeding against any Obligor for dissolution or liquidation, the voluntary or involuntary termination or dissolution of any Obligor or the merger or consolidation of any Obligor with or into another entity; (f) the insolvency of, the business failure of, the appointment of a custodian, trustee, liquidator or receiver for or for any of the property of, the assignment for the benefit of creditors by, or the filing of a petition under bankruptcy, insolvency or debtor's relief law or the filing of a petition for any adjustment of indebtedness, composition or extension by or against any Obligor; (g) the determination by Lender that any representation or warranty made to Lender by any Obligor in any Loan Documents or otherwise is or was, when it was made, untrue or materially misleading; (h) the failure of any Obligor to timely deliver such financial statements, including tax returns, other statements of condition or other information, as Lender shall request from time to time; (i) the entry of a judgment against any Obligor which Lender deems to be of a material nature, in Lender's sole discretion; (j) the seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property of any Obligor; (k) the determination by Lender that it is insecure for any reason; (l) the determination by Lender that a material adverse change has occurred in the financial condition of any Obligor; or (m) the failure of Borrower's business to comply with any law or regulation controlling its operation.

**11. Remedies upon Default** Whenever there is a default under this Note (a) the entire balance outstanding hereunder and all other obligations of any Obligor to Lender (however acquired or evidenced) shall, at the option of Lender, become immediately due and payable and any obligation of Lender to permit further borrowing under this Note shall immediately cease and terminate, and/or (b) to the extent permitted by law, the Rate of interest on the unpaid principal shall be increased at Lender's discretion up to the maximum rate allowed by law, or if none, 25% per annum (the "Default Rate"). The provisions herein for a Default Rate shall not be deemed to extend the time for any payment hereunder or to constitute a "grace period" giving Obligors a right to cure any default. At Lender's option, any accrued and unpaid interest, fees or charges may, for purposes of computing and accruing interest on a daily basis after the due date of this Note or any installment thereof, be deemed to be a part of the principal balance, and interest shall accrue on a daily compounded basis after such date at the Default Rate provided in this Note until the entire outstanding balance of principal and interest is paid in full. Upon a default under this Note, Lender is hereby authorized at any time, at its option and without notice or demand, to set off and charge against any deposit accounts of any Obligor (as well as any money, instruments, securities, documents, chattel paper, credits, claims, demands, income and any other property, rights and interests of any Obligor), which at any time shall come into the possession or custody or under the control of Lender or any of its agents, affiliates or correspondents,

any and all obligations due hereunder. Additionally, Lender shall have all rights and remedies available under each of the Loan Documents, as well as all rights and remedies available at law or in equity

**12. Non-Waiver.** The failure at any time of Lender to exercise any of its options or any other rights hereunder shall not constitute a waiver thereof, nor shall it be a bar to the exercise of any of its options or rights at a later date. All rights and remedies of Lender shall be cumulative and may be pursued singly, successively or together, at the option of Lender. The acceptance by Lender of any partial payment shall not constitute a waiver of any default or of any of Lender's rights under this Note. No waiver of any of its rights hereunder, and no modification or amendment of this Note, shall be deemed to be made by Lender unless the same shall be in writing, duly signed on behalf of Lender; each such waiver shall apply only with respect to the specific instance involved, and shall in no way impair the rights of Lender or the obligations of Obligors to Lender in any other respect at any other time.

**13. Applicable Law, Venue and Jurisdiction.** This Note and the rights and obligations of Borrower and Lender shall be governed by and interpreted in accordance with the law of the State of Mississippi. In any litigation in connection with or to enforce this Note or any indorsement or guaranty of this Note or any Loan Documents, Obligors, and each of them, irrevocably consent to and confer personal jurisdiction on the courts of the State of Mississippi or the United States located within the State of Mississippi and expressly waive any objections as to venue in any such courts. Nothing contained herein shall, however, prevent Lender from bringing any action or exercising any rights within any other state or jurisdiction or from obtaining personal jurisdiction by any other means available under applicable law.

**14. Partial Invalidity.** The unenforceability or invalidity of any provision of this Note shall not affect the enforceability or validity of any other provision herein and the invalidity or unenforceability of any provision of this Note or of the Loan Documents to any person or circumstance shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

**15. Binding Effect.** This Note shall be binding upon and inure to the benefit of Borrower, Obligors and Lender and their respective successors, assigns, heirs and personal representatives, provided, however, that no obligations of Borrower or Obligors hereunder can be assigned without prior written consent of Lender.

**16. Controlling Document.** To the extent that this Note conflicts with or is in any way incompatible with any other document related specifically to the loan evidenced by this Note, this Note shall control over any other such document, and if this Note does not address an issue, then each other such document shall control to the extent that it deals most specifically with an issue.

**17. ARBITRATION. ANY CONTROVERSY OR CLAIM BETWEEN OR AMONG THE PARTIES HERETO INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR RELATING TO THIS INSTRUMENT, AGREEMENT OR DOCUMENT OR ANY RELATED INSTRUMENTS, AGREEMENTS OR DOCUMENTS, INCLUDING ANY CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT, SHALL BE DETERMINED BY BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (OR IF NOT APPLICABLE, THE APPLICABLE STATE LAW), THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF J.A.M.S./ENDISPUTE OR ANY SUCCESSOR THEREOF ("J.A.M.S."), AND THE "SPECIAL RULES" SET FORTH BELOW. IN THE EVENT OF ANY INCONSISTENCY, THE SPECIAL RULES SHALL CONTROL. JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. ANY PARTY TO THIS INSTRUMENT, AGREEMENT OR DOCUMENT MAY BRING AN ACTION, INCLUDING A SUMMARY OR EXPEDITED PROCEEDING, TO COMPEL ARBITRATION OF ANY CONTROVERSY OR CLAIM TO WHICH THIS AGREEMENT APPLIES IN ANY COURT HAVING JURISDICTION OVER SUCH ACTION.**

**A. SPECIAL RULES. THE ARBITRATION SHALL BE CONDUCTED IN THE COUNTY OF ANY BORROWER'S DOMICILE AT THE TIME OF THE EXECUTION OF THIS INSTRUMENT, AGREEMENT OR DOCUMENT AND ADMINISTERED BY J.A.M.S. WHO WILL APPOINT AN ARBITRATOR; IF J.A.M.S. IS UNABLE OR LEGALLY PRECLUDED FROM ADMINISTERING THE ARBITRATION, THEN THE AMERICAN ARBITRATION ASSOCIATION WILL SERVE. ALL ARBITRATION HEARINGS WILL BE COMMENCED WITHIN 90 DAYS OF THE DEMAND FOR ARBITRATION; FURTHER, THE ARBITRATOR SHALL ONLY, UPON A SHOWING OF CAUSE, BE PERMITTED TO EXTEND THE COMMENCEMENT OF SUCH HEARING FOR UP TO AN ADDITIONAL 60 DAYS.**

**B. RESERVATION OF RIGHTS. NOTHING IN THIS ARBITRATION PROVISION SHALL BE DEEMED TO (I) LIMIT THE APPLICABILITY OF ANY OTHERWISE APPLICABLE STATUTES OF LIMITATION OR REPOSE AND ANY WAIVERS CONTAINED IN THIS INSTRUMENT, AGREEMENT OR DOCUMENT; OR (II) BE A WAIVER BY LENDER OF THE PROTECTION AFFORDED TO IT BY 12 U.S.C. SEC. 91 OR ANY SUBSTANTIALLY EQUIVALENT STATE LAW; OR (III) LIMIT THE RIGHT OF LENDER HERETO (A) TO EXERCISE SELF HELP REMEDIES SUCH AS (BUT NOT LIMITED TO) SETOFF, OR (B) TO FORECLOSE AGAINST ANY REAL OR PERSONAL PROPERTY COLLATERAL, OR (C) TO OBTAIN FROM A COURT PROVISIONAL OR ANCILLARY REMEDIES SUCH AS (BUT NOT LIMITED TO) INJUNCTIVE RELIEF, WRIT OF POSSESSION OR THE APPOINTMENT OF A RECEIVER. LENDER MAY EXERCISE SUCH SELF HELP RIGHTS, FORECLOSE UPON SUCH PROPERTY, OR OBTAIN SUCH PROVISIONAL OR ANCILLARY REMEDIES BEFORE, DURING OR AFTER THE PENDENCY OF ANY ARBITRATION PROCEEDING BROUGHT PURSUANT TO THIS INSTRUMENT, AGREEMENT OR DOCUMENT. NEITHER THIS EXERCISE OF SELF HELP REMEDIES NOR THE INSTITUTION OR MAINTENANCE OF AN ACTION FOR FORECLOSURE OR PROVISIONAL OR ANCILLARY REMEDIES SHALL CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE CLAIMANT IN ANY SUCH ACTION, TO ARBITRATE THE MERITS OF THE CONTROVERSY OR CLAIM OCCASIONING RESORT TO SUCH REMEDIES.**

Borrower represents to Lender that the proceeds of this loan are to be used primarily for business, commercial or agricultural purposes. Borrower acknowledges having read and understood, and agrees to be bound by, all terms and conditions of this Note.

NOTICE OF FINAL AGREEMENT. THIS WRITTEN PROMISSORY NOTE REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Debut Broadcasting Mississippi, Inc.  
Borrower

Corporate or Partnership Borrower

By: \_\_\_\_\_

\_\_\_\_\_

Corporate or Partnership Name

By: \_\_\_\_\_

\_\_\_\_\_  
Print Individual's Name

Name: \_\_\_\_\_

Title: \_\_\_\_\_