

contained herein shall not in any way be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law and such term, as so modified, and the balance of this Agreement shall then be fully enforceable.

17.14. Waiver of Jury Trial; Attorney's Fees. If, notwithstanding the provisions of Section 15, any law suit is filed to resolve an issue as to the interpretation or enforcement of this agreement and is not dismissed on the basis of Section 15, each party irrevocably waives trial by jury and the right thereto in any and all litigation in any court with respect to, in connection with, or arising out of this Agreement. In the case of the filing of a lawsuit by a party in order to enforce the provisions of this Agreement, the other or unsuccessful party shall reimburse the prevailing party on demand.

17.15. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each fully executed set of counterparts shall be deemed to be an original, and all of the signed counterparts together shall be deemed to be one and the same instrument. "Counterparts" includes full copies of this Agreement signed and delivered by facsimile or other electronic transmission, as well as photocopies of such facsimile or other electronic transmission.

IN WITNESS WHEREOF, and to evidence their assent to the foregoing, Seller and Buyer have executed this Asset Purchase Agreement as of the date first written above.

NEWELL BROADCASTING CORPORATION

By: 

Russ Newell, President

NEWELL MEDIA, LLC

By: 

Jay B. Newell, Manager