

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (this “*Agreement*”) is made as of June 24, 2005 (the “*Effective Date*”), by and among Three Eagles of Luverne, Inc., a Delaware corporation (the “*Buyer*”), and William C. Doleman (the “*Seller*”).

### RECITALS

A. Buyer is a wholly-owned subsidiary of Three Eagles Communications, Inc., a Delaware, corporation (the “*Parent*”).

B. Seller and Parent are parties to a Loan and Security Agreement (the “*Loan Agreement*”) and the related Promissory Note issued by Seller to Parent of even date therewith (the “*Promissory Note*”), by which Seller borrowed funds from Parent for purposes of participating in the FM Broadcast Auction, as well as for any related activities, including the prosecution of his application for a construction permit and for the construction and operation of the any FM station licensed to him as a result.

C. Seller owns a permit for the construction of KQYK (FM), Lake Crystal, Minnesota (the “*Station*” or “*Permit*”), which was awarded to Seller as successful bidder at the FM Broadcast Auction .

D. Seller owns or holds certain tangible and intangible assets, including the Permit issued by the Federal Communications Commission (the “*FCC*”), used or useful in the operation and ownership of the Station.

E. Parent has advanced funds to Seller under the Loan Agreement (the “*Loan Amount*”). The Loan Agreement provides that the Loan Amount plus other amounts owed to Parent by Seller pursuant to the Loan Agreement or any other agreement, whether absolute or contingent, due or to become due, now existing or hereafter arising (the “*Obligations*”), may be repaid, at Seller’s option, in cash or by assignment of the Permit to Parent.

F. Concurrently with or prior to the execution and delivery of this Agreement, Parent has assigned all of its rights under the Loan Agreement and Promissory Note to Buyer. Buyer and Seller may enter into a Time Brokerage Agreement in connection with this Agreement for the Station (the “*TBA*”).

H. Seller desires to sell to Buyer, and Buyer, assignee of Parent, desires to purchase from Seller, certain assets of Seller used or held for use in the ownership and operation of the Station.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

## 1. PURCHASE AND SALE OF ASSETS

### 1.1 Assets to be Transferred.

Subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined), Seller shall sell, transfer, convey, assign, and deliver to Buyer, and Buyer shall purchase and accept from Seller all of the assets of Seller that relate to the ownership and operation of the Station, together with all rights and privileges associated with such assets, including, without limitation, the following (collectively the “*Purchased Assets*”):

- (a) *Licenses.* The licenses, permits, and authorizations issued or granted by the FCC to Seller for the operation of the Station or used in connection with the operation of the Station as listed on Schedule 1.1(a) attached hereto (the “*FCC Authorizations*”), and all other licenses, permits and authorizations issued to Seller by any other governmental entity in connection with the ownership and operation of the Station as listed in Schedule 1.1(a) (collectively with the FCC Authorizations, the “*Licenses*”).
- (b) *Tangible Personal Property.* All items of tangible personal property and equipment owned, leased or held by Seller and used in connection with the ownership and operation of the Station, including, but not limited to, those items which are described or listed in Schedule 1.1(b) attached hereto.
- (c) *Books and Records.* All of Seller’s rights in and to the public files, technical information and engineering data, filings with the FCC, and logs and records related to the operation of the Purchased Assets.
- (d) *Intellectual Property.* All of Seller’s rights in and to all registered and unregistered trademarks, trade names, service marks, franchises, copyrights, including registrations and applications for registration of any of them, jingles, logos, slogans, licenses, patents, Internet domain names, Internet URLs, Internet web sites, content and databases, permits and privileges, and other intangible property rights and interests applied for, issued to or owned by Seller and used exclusively in connection with the Station
- (e) *Station Contracts.* The contracts, leases, and other instruments listed on Schedule 1.1(e) attached hereto (collectively, the “*Assumed Contracts*”).

### 1.2 Excluded Assets.

Subject to the terms and provisions of the TBA (if any) and notwithstanding anything to the contrary contained herein, it is understood and agreed that the Purchased Assets shall not include any of the following assets or any right, title or interest therein (collectively, the “*Excluded Assets*”):

- (a) Seller's cash on hand as of the Closing and any of Seller's interests in its bank accounts and all of Seller's other cash, cash equivalents, security funds, securities, investments and deposits;
- (b) Any accounts receivable for advertising broadcast on the Station up to and including the Closing Date;

## **2. ASSUMPTION OF LIABILITIES**

### **2.1 Liabilities to be Assumed.**

Subject to the terms and conditions of this Agreement, on the Closing Date, Buyer expressly shall assume and agrees to perform and discharge those liabilities and obligations that arise from the ownership or operation of the Purchased Assets from and after the Closing Date (collectively, the "*Assumed Liabilities*").

### **2.2 Liabilities Not to be Assumed.**

Notwithstanding anything contained in this Agreement to the contrary, Buyer does not assume or agree to pay, satisfy, discharge or perform, and will not be deemed by virtue of the execution and delivery of this Agreement or any document delivered in connection with the execution of this Agreement, or as a result of the consummation of the transactions contemplated by this Agreement, to have assumed, or to have agreed to pay, satisfy, discharge or perform, any liability, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured of Seller other than the Assumed Liabilities.

## **3. PURCHASE PRICE – PAYMENT**

### **3.1 Purchase Price.**

The purchase price (the "*Purchase Price*") for the Purchased Assets shall be an amount which is equal to the principal amount of the Obligations resulting from loans advanced under the Loan Agreement for costs associated with the FM Broadcast Auction and the construction permit, including but not limited to legal fees, filing fees, engineering fees, and equipment costs, plus any reasonable expenses incurred by Seller with respect to the construction and operation of the Station. As of the Effective Date, the Purchase Price is \$620,000. Prior to Closing, that amount shall be adjusted for the actual outstanding principal amount advanced through the Closing Date.

### **3.2 Payment of Purchase Price.**

At Closing (as defined below), Buyer shall cancel and deliver to Seller the original Promissory Note marked "PAID IN FULL."

### 3.3 Allocation of Purchase Price.

On or before the Closing Date, the aggregate Purchase Price (including the assumption by Buyer of the Assumed Liabilities, if any) shall be allocated among the Purchased Assets for tax purposes (the “*Allocation*”). At least five (5) business days before the Closing Date, Seller will deliver to Buyer a draft of its proposed allocation, to which Buyer will respond within two (2) business days. Seller and Buyer shall determine such Allocation in good faith. Seller and Buyer will follow and use the Allocation in all Tax Returns, filings or other related reports made by them to any governmental agencies.

## 4. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer, each of which is true and correct on the date hereof, shall remain true and correct to and including the Closing Date, shall be unaffected by any investigation heretofore or hereafter made by Buyer, or any knowledge of Buyer other than as specifically disclosed in the schedules delivered to Buyer at the time of the execution of this Agreement, and shall survive the Closing of the transactions provided for herein as specified in Article 13 of this Agreement.

### 4.1 Authority.

This Agreement constitutes, and when executed and delivered the other documents and instruments to be executed and delivered by Seller pursuant hereto will constitute, valid binding agreements of Seller, respectively, enforceable in accordance with their respective terms except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally, and by general equitable principles.

### 4.2 No Violation.

Neither the execution and delivery of this Agreement or the other documents and instruments to be executed and delivered by Seller or Buyer pursuant hereto, nor the consummation by Seller or Buyer of the transactions contemplated hereby and thereby (a) will violate any applicable law or order, (b) will, either with the giving of notice, the passage of time, or both, conflict with, constitute grounds for termination of, or result in a material breach of the terms of, or constitute a default under any agreement, instrument, trust instrument or permit, (c) will result in the creation of any lien, charge or encumbrance on any of the Purchased Assets, (d) will in any way affect or violate the terms or conditions of, or result in cancellation of the Licenses, and (e) except for prior approval of the transfer of ownership of the FCC Authorizations by the FCC, will require any authorization, consent, approval, exemption or other action by or notice to any entity.

### 4.3 Litigation.

There is no litigation pending or, to Seller’s knowledge, threatened against Seller relating to its ownership and operation of the Purchased Assets, nor does Seller know of any basis for any such litigation.

#### 4.4 Compliance With Laws and Orders.

- (a) *Compliance.* The Purchased Assets are in compliance in all material respects with all applicable laws and orders, including, without limitation, applicable environmental rules and regulations, the Communications Act of 1934, as amended (“*Communications Act*”), and the rules, orders and policies of the FCC. Seller (i) has not received notice of any violation or alleged violation pertaining to the operation of the Purchased Assets, and (ii) to its knowledge after due inquiry, is subject to no liability for past or continuing violations of any laws or orders pertaining to the operation of the Purchased Assets. All reports and returns pertaining to the operation of the Purchased Assets required to be filed by Seller with any government entity have been filed and were accurate and complete in all material respects when filed.
- (b) *Licenses and Permits.* The FCC Authorizations are validly issued in the name of Seller. Seller is in compliance in all material respects with the FCC Authorizations and will or has applied to the FCC to obtain approval of the transfer of the FCC Authorizations to Buyer pursuant to Article 6 herein. Each of the FCC Authorizations is in full force and effect, is assignable to Buyer in accordance with the terms hereof, and all fees with respect to such Licenses have been paid. Seller has not received any notice of any material violations of the terms of any of the FCC Authorizations, the Communications Act or the rules and regulations of the FCC thereunder that remain pending and unresolved. To the knowledge of Seller, there is no action pending or threatened by or before the FCC which, if determined adversely to Seller, would result in the revocation, cancellation, rescission or material and adverse modification of any of the FCC Authorizations. Seller acknowledges that to the extent that Seller’s failure to comply with the FCC Authorizations prior to the Closing Date directly results in the payment of any fees or expenses by Buyer to a third party, including but not limited to the FCC, that, following receipt of written notice from Buyer to Seller of the nature and the amount of such payment, Seller shall promptly reimburse Buyer for the fees or expenses paid by Buyer.

#### 4.5 Title to and Condition of the Purchased Assets.

At Closing, Seller shall have, and shall convey to Buyer, good and marketable title to all the Purchased Assets, free and clear of all liens (statutory or otherwise), security interests, claims, pledges, licenses, equities, options, conditional sales contracts, assessments, levies, charges or encumbrances of any nature whatsoever (collectively, “*Liens*”) except for (a) liens for Taxes not yet due and payable; (b) rights reserved by any governmental authority to regulate the affected property; or (c) as to leased assets, interests of the lessor thereof and liens affecting the interests of the Lessors thereof (collectively, “*Permitted Liens*”). Except for approval of the transfer of ownership by the FCC, none of the Purchased Assets are subject to

any restrictions with respect to the transferability thereof. The Purchased Assets are in good operating condition and repair, ordinary wear and tear excepted.

#### 4.6 Broker Commission or Finder's Fees.

Neither Seller, nor any entity acting on behalf of Seller, has agreed to pay a broker, commission, finder's fee or similar payment in connection with this Agreement or any matter related hereto.

#### 4.7 No Third Party Options.

There are no existing agreements with, operations of rights of, or commitments to any person other than Buyer to acquire any of the Purchased Assets or any interest therein.

#### 4.8 Contracts.

Seller has delivered to Buyer true and complete copies of all written Assumed Contracts and true and complete memoranda of all oral Assumed Contracts, including any amendments and other modifications. The Assumed Contracts constitute valid and binding obligations of Seller and are in full force and effect as of the date hereof. Neither Seller nor, to Seller's knowledge, any other party thereto is in default under any of the Assumed Contracts. Seller has not received or given written notice of any default thereunder from or to any of the other parties thereto.

#### 4.9 Intellectual Property.

Except for the call letters for the Station, no registered intellectual property is applied for, issued to or owned by Seller for use exclusively in the operation of the Station.

### 5. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Seller, each of which is true and correct on the date hereof, shall remain true and correct to and including the Closing Date, shall be unaffected by any investigation heretofore or hereafter made by Seller, or any knowledge of Seller other than as specifically disclosed in the schedules delivered to Seller at the time of the execution of this Agreement, and shall survive the Closing of the transactions provided for herein as specified in Article 13 of this Agreement.

#### 5.1 Organization and Corporate Power.

- (a) *Organization.* Buyer is a corporation validly existing and in good standing under the laws of the State of Delaware and is qualified to conduct business in Minnesota.
- (b) *Corporate Power.* Buyer has all requisite corporate power to enter into this Agreement and the other documents and instruments to be executed and delivered by Buyer and to carry out the transactions contemplated hereby and thereby.

## 5.2 Authority.

The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Buyer pursuant to this Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action. This Agreement constitutes, and when executed and delivered the other documents and instruments to be executed and delivered by Buyer pursuant hereto will constitute, valid and binding agreements of Buyer, enforceable in accordance with their respective terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.

## 5.3 No Violation.

Neither the execution and delivery of this Agreement, or the other documents and instruments to be executed and delivered by Buyer pursuant hereto, nor the consummation by Buyer of the transactions contemplated hereby and thereby (a) will violate any applicable law or order, (b) will violate any provision of its organizational instruments, or (c) will, either with the giving of notice, the passage of time, or both, conflict with, constitute grounds for termination of, or result in a material breach of the terms of, or constitute a default under any agreement, instrument, trust instrument or permit.

## 5.4 Qualification.

Buyer knows of no fact that would, under the Communications Act or the rules, regulations and policies of the FCC as in effect on the date hereof, disqualify Buyer from acquiring the Licenses.

# 6. APPLICATIONS TO AND CONSENT BY FCC

## 6.1 FCC Consent.

Consummation of the transactions provided for herein and the performance of the obligations of Seller and Buyer under this Agreement are subject to the condition that the FCC, within three hundred sixty-five (365) days of the date of acceptance for filing of the application or applications that Seller and Buyer must file with the FCC requesting its consent to the assignment of the FCC Authorizations from Seller to Buyer (the "*Assignment Application*"), shall have issued its written consent to such assignment without any condition materially adverse to Buyer (the "*FCC Consent*"). In the event that Seller is unable to procure the FCC Consent, and such failure is not based on any action or inaction of the Buyer, this Agreement is terminated, and each party shall pay its own costs and expenses associated with this transaction. The Loan Agreement and Promissory Note shall survive any such termination in accordance with their terms.

## 6.2 Assignment Application and Notice.

As promptly as practicable following the execution date of this Agreement, Seller and Buyer shall file the Assignment Application with the FCC, including all information, data, exhibits, resolutions, statements and other materials required to be filed in connection with the

Assignment Application. Seller shall, at its expense, give due notice of the filing of the Assignment Application by broadcasting notice of such filing on the Station or by such other means as may be required by the rules and regulations of the FCC; provided that Buyer shall deliver to Seller on the date the Assignment Application is filed with the FCC, the information relating to Buyer that is required to be included in such notice.

#### 6.3 Mutual Covenant of Reasonable Cooperation.

Seller and Buyer shall diligently and expeditiously take all necessary and proper steps, provide any additional information requested by the FCC, and otherwise use their commercially reasonable efforts to obtain the FCC Consent and to comply with this Article 6.

#### 6.4 Assignment Application Expenses and Fees.

Buyer and Seller shall each be responsible for their respective expenses in the preparation, filing and prosecution of the Assignment Application. All filing fees relating to the Assignment Application imposed by the FCC shall be paid by Buyer.

### 7. OTHER MATTERS

#### 7.1 Costs.

Except as otherwise provided herein, each party to this Agreement shall be responsible for and bear all of such party's own costs and expenses, including, the expenses of its representatives, incurred at any time in connection with pursuing or consummating the transactions contemplated by this Agreement.

#### 7.2 Preclosing Covenants.

Subject to the terms and conditions of the TBA (if any), between the execution date and the Closing Date, except with the prior consent of Buyer, Seller:

- (a) shall operate in the usual and ordinary course of business in accordance with past practice and conduct the operation of the Station in accordance with the Communications Act, the rules and regulations of the FCC, and all applicable laws and orders;
- (b) shall not cause or permit the Licenses to expire or be surrendered or adversely modified, or take any action which would cause the FCC or any other governmental entity to institute proceeding for the suspension, revocation or adverse modification of any of the Licenses; and
- (c) shall not incur any debts, obligations or liabilities (absolute, accrued, contingent, or otherwise) that include obligations (monetary or otherwise) to be performed by Buyer after the Closing.



### 7.3 Risk of Loss.

Except to the extent expressly provided otherwise in the TBA (if any), risk of loss for damage to or theft, loss or destruction of the Purchased Assets (by any means, including, without limitation, acts of God) occurring after the date of this Agreement and prior to the Closing shall be borne by Seller, and after the Closing shall be borne by Buyer.

### 7.4 Transfer Taxes and Similar Charges.

All recordation, transfer and documentary taxes and fees, stamps, and any excise, sales or use taxes, and all similar costs of transferring the Purchased Assets in accordance with this Agreement shall be borne by Buyer.

### 7.5 Other Action.

Both Buyer and Seller shall use such party's commercially reasonable efforts to cause the fulfillment at the earliest practicable date of all of the conditions to each such party's obligations to consummate the transactions contemplated in this Agreement.

### 7.6 Disclosure.

Buyer and Seller shall each have a continuing obligation to promptly notify the other party in writing with respect to any matter hereafter arising or discovered which, if existing or known at the date of this Agreement, would have been required to be set forth or described in the disclosure schedules, but no such disclosure shall cure any breach of any representation or warranty which is inaccurate. Further, Buyer and Seller shall give prompt notice to other party at any occurrence that comes to its attention that may constitute a misrepresentation, breach of warranty, or nonfulfillment of any covenant or condition on the part of Seller or Buyer contained in this Agreement.

## 8. FURTHER COVENANTS OF SELLER

Seller covenants and agrees as follows:

### 8.1 Conduct of Business Pending the Closing.

Except as provided in the TBA (if any), from the date hereof until the Closing, or the earlier termination of this Agreement without a closing, Seller shall have complete control and supervision of and sole responsibility for the operation of the Station and the Purchased Assets and during such period:

- (a) *Operation of the Station.* Seller shall operate the Station and shall take such action as may be necessary to maintain, preserve, renew and keep in force and effect the FCC authorizations.
- (b) *No Breach.* Seller shall not take or fail to take, or permit any act or failure to act, which may cause a breach of any commitment or obligation, or a

breach of any representation, warranty, covenant or agreement made by Seller herein.

- (c) *No Negotiations.* Seller shall not directly or indirectly (through a representative or otherwise) solicit or furnish any information to any prospective buyer, commence, or conduct presently ongoing, discussions or negotiations with any other party or enter into any agreement with any other party concerning the sale of the Purchased Assets or any part thereof (an “*acquisition proposal*”), and Seller shall immediately advise Buyer of the receipt of any written acquisition proposal.

## 8.2 Consents.

Seller shall use its commercially reasonable efforts prior to Closing to obtain all consents necessary for the consummation of the transactions contemplated hereby.

## 8.3 Access to Facilities, Files and Records.

At the request of Buyer, Seller shall from time to time give or cause to be given to the officers, employees, accountants, counsel, agents, consultants and representatives of Buyer: (a) full access during normal business hours to all equipment, machinery, fixtures, furniture and documentation that represents a part of the Purchased Assets; and (b) all such other information concerning the Purchased Assets as Buyer may reasonably request; provided that such requests and Seller’s compliance therewith do not interfere with the normal operations of the Station. Any investigation or examination by Buyer shall not in any way diminish or obviate any representations or warranties of Seller made in this Agreement or in connection herewith. Seller shall cause its accountants and any agent of Seller in possession of Seller’s books and records to cooperate with Buyer’s requests for information pursuant to this Agreement.

## 8.4 Financial Statements.

Seller shall provide unaudited financial statements related to its operation of the Station as may be reasonably requested by Buyer to the extent that such information is available and in the form in which such information is available. Notwithstanding the foregoing, Seller shall provide such information to Buyer without any representation or warranty as to its accuracy or otherwise. Seller shall not be obligated to prepare any financial statements which are not readily available or to incur any expenses in connection with providing the information referenced in this Section 8.4.

# 9. CONDITIONS PRECEDENT TO BUYER’S OBLIGATIONS

Each and every obligation of Buyer to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of each of the following conditions:

## 9.1 Representations and Warranties True on the Closing Date.

Each of the representations and warranties made by Seller in this Agreement, and the statements contained in any instrument, certificate or writing delivered by Seller pursuant to

this Agreement, shall be true and correct when made and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date, except for those given as of a specified date which must only be true and correct as of such specified date.

#### 9.2 Compliance With Agreement.

Seller shall have performed and complied in all material respects with all of Seller's agreements and obligations under this Agreement which are to be performed or complied with by Seller prior to or on the Closing Date, including the delivery of the closing documents specified in Section 11.2 hereof.

#### 9.3 Absence of Litigation.

No litigation shall have been commenced or threatened, and no investigation by any government entity shall have been commenced, against Buyer, Seller or any of the affiliates, officers, members or shareholders of any of them, with respect to the transactions contemplated hereby.

#### 9.4 Consents and Approvals.

The FCC Consent and all other approvals, consents and waivers that are required to effect the assignments of the FCC Authorizations shall have been received, and such FCC Consent shall have become a Final Order. For purposes of this Agreement, a "*Final Order*" of the FCC is one with respect to which no appeal or petition for rehearing or reconsideration is pending and as to which the time for filing protests or petitions for rehearing and reconsideration or appeal has expired or, if filed, has been denied, dismissed or withdrawn and the time for any further legal proceedings has expired. In its sole and absolute discretion, Buyer may elect to waive this contingency and close this transaction upon the FCC's initial staff approval of the Station's assignment from Seller to Buyer ("*Initial Order*").

#### 9.5 Closing Certificates.

Buyer shall have received a certificate, dated as of the Closing Date, from an authorized representative of each of Seller and Parent certifying that the conditions set forth in Sections 9.1 and 9.2 hereof have been fulfilled.

### 10. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

Each and every obligation of Seller to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following conditions:

#### 10.1 Representations and Warranties True on the Closing Date.

Each of the representations and warranties made by Buyer in this Agreement, and the statements contained in any instrument, certificate or writing delivered by Buyer pursuant to this Agreement, shall be true and correct when made and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made

or given on and as of the Closing Date, except for those given as of a specified date which must only be true and correct as of such specified date.

#### 10.2 Compliance With Agreement.

Buyer shall have performed and complied in all material respects with all of Buyer's agreements and obligations under this Agreement which are to be performed or complied with by Buyer prior to or on the Closing Date, including the delivery of the closing documents and the Purchase Price specified in Section 11.3 of this Agreement.

#### 10.3 Consents and Approvals.

The FCC Consent and all other approvals, consents and waivers that are required to effect the assignments of the FCC Authorizations shall have been received, and such FCC Consent shall have become a Final Order. Assuming all other conditions precedent to Seller's obligation at closing have been resolved, Buyer in its sole and absolute discretion may elect to cause Seller to close this transaction upon receipt of the Initial Order of the FCC, as more fully set forth in Section 9.4.

#### 10.4 Certifications, etc.

Seller shall have received a certificate, dated as of the Closing Date, from an authorized representative of each Buyer, certifying that the conditions set forth in Sections 10.1 and 10.2 hereof have been fulfilled.

#### 10.5 Absence of Litigation.

No litigation shall have been commenced or threatened, and no investigation by any government entity shall have been commenced, against Buyer, Seller or any of the affiliates, officers, members or shareholders of any of them, with respect to the transactions contemplated hereby.

### 11. CLOSING

#### 11.1 Closing.

The closing of this transaction (the "*Closing*") shall take place no later than the fifteenth (15th) day after the date the FCC Consent shall have become a Final Order, or, in Buyer's sole and absolute discretion, upon receipt of the Initial Order of the FCC, or on such other date to which the parties mutually agree (the "*Closing Date*"). The Closing shall be conducted by exchange of documents by facsimile, electronically, and overnight carrier or such other means as the parties mutually agree.

#### 11.2 Documents to be Delivered by Seller.

At the Closing, Seller shall deliver to Buyer the following documents, in each case duly executed or otherwise in proper form:

- (a) *Compliance Certificate.* The certificates described in Section 9.5 of this Agreement.
- (b) *Assignment of FCC Authorizations.* An assignment of FCC Authorizations sufficient in the opinion of Buyer and its counsel to assign the FCC Authorizations to Buyer.
- (c) *Transfer Documents.* Such bills of sale, assignments, and other good and sufficient instruments of transfer as Buyer may reasonable request in order to convey and transfer to Buyer title to the Purchased Assets (collectively, the “*Transfer Documents*”).
- (d) *Other Documents.* All other documents, instruments or writings required to be delivered at or prior to the Closing pursuant to this Agreement and other certificates of authority and documents as Buyer may reasonably request.

### 11.3 Documents to be Delivered by Buyer.

At the Closing, Buyer shall deliver to Seller the following documents, in each case duly executed or otherwise in proper form:

- (a) *Purchase Price.* The cancelled Promissory Note as required by Section 3.2 of this Agreement.
- (b) *Compliance Certificate.* The certificate described in Section 10.4 of this Agreement.
- (c) *Other Documents.* All other documents, instruments or writings required to be delivered to Seller at or prior to the Closing pursuant to this Agreement and such other certificates of authority and documents as Seller may reasonably request.

## 12. TERMINATION

### 12.1 Right of Termination Without Breach.

This Agreement may be terminated without further liability of any party at any time prior to the Closing:

- (a) by mutual written agreement of Buyer and Seller,
- (b) by either Buyer or Seller if the Closing shall not have occurred on or before the date which is one year from the date on which the Assignment Application is accepted for filing by the FCC, provided the terminating party has not, through breach of a representation, warranty or covenant, prevented the Closing from occurring on or before such date, or

- (c) by either Buyer or Seller if either Buyer or Seller is required to take any action to obtain the FCC Consent that would have a material adverse effect on the operation of such party's business.

Notwithstanding any other provision hereof, to the extent that the TBA (if any) is terminated prior to the Closing, this Agreement shall terminate with no further action by Buyer or Seller upon the termination of the TBA by Buyer or Seller, in accordance with the terms of the TBA.

#### 12.2 Termination for Breach.

- (a) *Termination by Buyer.* If (i) Seller has failed to cure any material violation or breach of any of its agreements, representations or warranties contained in this Agreement within ten (10) days after delivery of written notice of such violation or breach from Buyer, (ii) there has been a failure of satisfaction of a condition to the obligations of Buyer which has not been waived by Buyer (and such failure has not been caused by an act or failure to act by Buyer) or (iii) Seller shall have attempted to terminate this Agreement under this Article 12 or otherwise without grounds to do so and without acting in good faith, then Buyer, by written notice to Seller at any time prior to the Closing that such violation, breach, failure or wrongful termination attempt is continuing, may terminate this Agreement. Upon termination of this Agreement by Buyer pursuant to this Section 12.2(a), Buyer, in addition to any other remedy that may be available, shall be entitled to equitable relief pursuant to Section 14.4 of this Agreement.
- (b) *Termination by Seller.* If (i) Buyer has failed to cure any material violation or breach of any of its agreements, representations or warranties contained in this Agreement within ten (10) days after delivery of written notice of such violation or breach from Seller, (ii) there has been a failure of satisfaction of a condition to the obligations of Seller which has not been waived by Seller (and such failure has not been caused by an act or failure to act by Seller) or (iii) Buyer shall have attempted to terminate this Agreement under this Article 12 or otherwise without grounds to do so and without acting in good faith, then Seller, by written notice to Buyer at any time prior to the Closing that such violation, breach, failure or wrongful termination attempt is continuing, may terminate this Agreement

12.3 The Loan Agreement and Promissory Note shall survive any termination of this Agreement unless mutually agreed by the Parties.

### 13. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations and warranties of Seller and Buyer contained in this Agreement shall survive for six (6) months after the Closing Date.

## 14. MISCELLANEOUS

### 14.1 Further Assurances.

From time to time, at Buyer's request and without further consideration, Seller shall execute and deliver to Buyer such documents, instruments and consents and take such other action as Buyer may reasonably request in order to consummate more effectively the transactions contemplated hereby, to discharge the covenants of Seller and to vest in Buyer good, valid and marketable title to the Purchased Assets. Buyer acknowledges and agrees that, from and after the Closing Date, that Buyer shall cooperate with Seller and shall take such action as Seller shall reasonably request so that Buyer may continue to operate the Station or otherwise address any matter relating to Seller's ownership of the Purchased Assets or operation of the Station prior to the Closing Date; *provided, however*, that in connection with Buyer performing its obligations under this Section 14.1, Buyer shall not be obligated to incur any out-of-pocket costs or expenses.

### 14.2 Disclosures and Announcements.

Both the timing and the content of all disclosure to third parties and public announcements concerning the transactions provided for in this Agreement by either Seller or Buyer shall be subject to the approval of the other party in all material respects, except that neither party's approval shall be required as to any statements and other information which either party may submit to the FCC, or be required to make pursuant to any rule or regulation of the FCC, or otherwise as required by law.

### 14.3 Assignment; Parties in Interest.

- (a) *Assignment*. Except as expressly provided herein, the rights and obligations of a party hereunder may not be assigned, transferred or encumbered without the prior written consent of the other party. Notwithstanding the foregoing, Buyer may, upon written notice to Seller, cause one or more assignees of Buyer to carry out all or part of the transactions contemplated hereby; *provided, however*, that Buyer shall, nevertheless, remain liable for all of its obligations to Seller hereunder.
- (b) *Parties in Interest*. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto. Nothing contained herein shall be deemed to confer upon any other person any right or remedy under or by reason of this Agreement.

### 14.4 Equitable Relief.

Seller agrees that any breach of Seller's obligation to consummate the sale of the Purchased Assets on the Closing Date will result in irreparable injury to Buyer for which a remedy at law would be inadequate; and that, in addition to any relief at law which may be available to Buyer for such breach and regardless of any other provision contained in this Agreement, Buyer shall be entitled to the equitable relief of specific performance and any and all

other remedies available at law or in equity. If any action is brought by Buyer against Seller for failure by Seller to complete the sale of the Purchased Assets on the Closing Date, Seller will waive the defense that there is an adequate remedy at law.

#### 14.5 Law Governing Agreement.

This Agreement shall be construed and interpreted according to the internal laws of the State of Delaware, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

#### 14.6 Amendment and Modification.

Buyer and Seller may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing.

#### 14.7 Notice.

All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by telecopier, facsimile transmission or other electronic means of transmitting written documents; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

(a) If to Seller, to:

William C. Doleman  
6130 Cheney Ridge Circle  
Lincoln, NE 68517  
Facsimile: 402-\_\_\_\_\_

or to such other person or address as Seller shall furnish to Buyer in writing.

(b) If to Buyer to:

Three Eagles of Luverne, Inc.  
c/o Three Eagles Communications, Inc.  
Attn: Rolland Johnson  
4687 Triple Eagle Trail  
Larkspur, CO 80118  
Facsimile: 719-481-8793

(with copies to)

Wachovia Capital Partners 2002, LLC  
Attn: Walker Simmons  
301 South College Street, 12<sup>th</sup> Floor



Charlotte, NC 28288-0732

Sparks Willson Borges Brandt & Johnson, P.C.  
24 South Weber Street, Suite 400  
Colorado Springs, CO 80903  
Attention: David Steigerwald  
Facsimile: 719-633-8477

or to such other person or address as Buyer shall furnish to Seller in writing.

If personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this paragraph, such communication shall be deemed delivered the next business day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this paragraph, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail pursuant to this paragraph, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any party to this Agreement may change its address for the purposes of this Agreement by giving notice thereof in accordance with this Section.

#### 14.8 Entire Agreement.

This instrument embodies the entire agreement between the parties hereto and supersedes all prior oral or written agreements, understandings, representations and warranties and courses of conduct and dealing between the parties with respect to the transactions contemplated herein.

#### 14.9 Counterparts.

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. For purposes of this Agreement, facsimile signatures shall be treated the same as original signatures.

#### 14.10 Headings.

The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

#### 14.11 Severability.

If any one or more of the provisions contained in this Agreement should be found invalid, illegal or unenforceable, in any respect, the validity, legality, and enforceability of the remaining provisions 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.

14.12 Attorneys' Fees.

If either party initiates any litigation against the other party involving this Agreement, the prevailing party in such action shall be entitled to receive reimbursement from the other party for all reasonable attorneys' fees and other costs and expenses incurred by the prevailing party in respect of that litigation, including any appeal, and such reimbursement may be included in the judgment or final order issued in that proceeding.

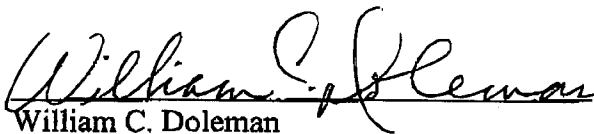
14.13. Schedules.

The Schedules attached to this Agreement and any other documents delivered to Buyer by Seller pursuant hereto are hereby made a part of this Agreement as if set forth in full herein.

**[Signature Page Follows]**

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

**SELLER:**

  
William C. Doleman

**BUYER:**

**THREE EAGLES OF LUVERNE, INC.**

By: \_\_\_\_\_  
Rolland C. Johnson, CEO

**PARENT:**

**THREE EAGLES COMMUNICATIONS, INC.**

By: \_\_\_\_\_  
Rolland C. Johnson, CEO

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

**SELLER:**

\_\_\_\_\_  
William C. Doleman

**BUYER:**

**THREE EAGLES OF LUVERNE, INC.**

By: 

\_\_\_\_\_  
Rolland C. Johnson, CEO

**PARENT:**

**THREE EAGLES COMMUNICATIONS, INC.**

By: 

\_\_\_\_\_  
Rolland C. Johnson, CEO