

3.8 The Station ceased transmissions and went silent on February 10, 2004, and properly sought and obtained authority from the FCC to remain silent (see Exhibit B hereto), which authority expires on February 10, 2005 (BLSTA-20040213AGM). The one year anniversary of the Station's cessation of transmissions is February 10, 2005. In the event Closing of this Agreement has not occurred by February 10, 2005, Seller will re-commence operations prior to that date in order to avoid the effect of the FCC's regulations which automatically cancel the License after twelve (12) months of ceased transmissions. Upon such recommencement, Seller will notify the FCC prior to the February 10, 2005 one-year anniversary of its return to on-air status, requesting and obtaining a date-stamped copy of such filing, and providing same to Buyer.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

4.1 Buyer Qualified. Buyer is legally, financially and otherwise qualified to acquire and operate the Purchased Assets consistent with the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission ("FCC"). To the best of Buyer's knowledge, no circumstances exist which reasonably could support a conclusion by the FCC that Buyer lacks the requisite qualifications to acquire and operate the Station.

4.2 Effective Agreement. Neither the execution or delivery of this Agreement nor compliance with the terms of this Agreement will (i) conflict with any order, judgment, injunction, award or decree of any governmental body, administrative agency or court, or any agreement, lease or commitment, to which Buyer is a party or by which Buyer is bound, or (ii) constitute a violation by Buyer of any law or regulation applicable to it.

ARTICLE V INDEMNIFICATION

5.1 Buyer's Right to Indemnification. Seller undertakes and agrees to hold Buyer harmless against any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorney's fees, incurred or assumed by Buyer arising from breach, misrepresentation, or other violation by Seller of any of the covenants, warranties or representations contained in this Agreement, and for and against (i) all liabilities of Seller not assumed by Buyer pursuant to this Agreement, (ii) all liens, charges, or encumbrances on any of the assets transferred hereunder not specifically excepted herein, and (iii) all liabilities of Seller accruing prior to Closing under the lease assigned to Buyer hereunder. The foregoing indemnity is intended by the Seller to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, costs, and expenses with respect to any and all of the specific matters in this indemnity set forth.