

SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT (“Amendment”) is made and entered into as of this 1st day of December, 2004, by and among:

MBC GRAND BROADCASTING, INC., a corporation organized and operating under the laws of the Commonwealth of Pennsylvania and having an address of 300 East Rock Road, Allentown, Pennsylvania 18103 (the “Buyer”)

and

LEGGETT BROADCASTING, INC., a corporation organized and existing under the laws of the State of Colorado, with principal offices at 2808 North Avenue, Grand Junction, Colorado 81501 (the “Seller”).

BACKGROUND

WHEREAS, the Buyer and the Seller are parties to an Asset Purchase Agreement dated June 30, 2004, as amended (the “Asset Purchase Agreement”), pursuant to which the Buyer agreed to purchase and the Seller agreed to sell Seller’s interest in substantially all of the tangible and intangible assets, licenses and authorizations used in the operation of radio station KSTR(FM) (“KSTR”), located in Grand Junction, Colorado, (collectively, the “Assets”); and

WHEREAS, as part of the Asset Purchase Agreement, Seller and Buyer entered into Joint Sales Agreement (“JSA”); and

WHEREAS, the Buyer and Seller desire to terminate the JSA; and

WHEREAS, the Buyer and the Seller desire to amend the Asset Purchase Agreement to have Buyer and Seller enter into a Local Programming and Marketing Agreement (“LMA”) instead of a JSA, as set forth in the LMA attached hereto as Exhibit A and incorporated herein by reference; and

NOW, THEREFORE, intending to be legally bound, the Buyer and Seller hereby agree as follows:

AGREEMENT

1. **Incorporation of Background.** The above section captioned “Background” is incorporated herein by reference as though set forth in full.

2. **Definitions.** Capitalized terms which are used herein without definition shall have the meanings ascribed to them in the Asset Purchase Agreement.

3. Local Programming and Marketing Agreement. Paragraph 9 of the Asset Purchase Agreement shall be amended to read as follows:

"9. Local Programming and Marketing Agreement. Within _____ days of execution of this Agreement, Buyer and Seller shall execute and deliver the Local Programming and Marketing Agreement ("LMA") attached hereto as Schedule 9."

4. Closing. Paragraph 5 of the Asset Purchase Agreement shall be amended to read as follows:

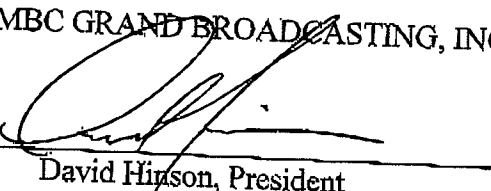
"5. Closing. Closing ("Closing") shall take place on the sooner of: (i) the first full day of Buyer's broadcast following the date the FCC order approving the assignment of the license becomes final and nonappealable; or (ii) within ten (10) days after the date Buyer notifies Seller in writing that it waives the FCC finality requirement (but Buyer shall have no obligation to waive the finality requirement). Closing shall be held at the offices of Seller's Counsel, 743 Horizon Court, Suite 106, Grand Junction, Colorado, commencing at 10:00 AM or such other time or place as may be agreed to by Buyer and Seller. Anything herein to the contrary notwithstanding, in the event that Closing has not taken place within twelve (12) months from the date hereof, this Agreement shall automatically terminate and the parties hereto shall have no further obligation to one another; provided, however, if FCC approval of the assignment of the license is pending and the FCC has not issued an order refusing its consent to the transactions contemplated by the Asset Purchase Agreement, then Buyer may extend this Agreement and the Closing for an additional sixty (60) days by written notice to Seller.

5. Incorporation of Amendment. All references to the Asset Purchase Agreement in documents delivered to the Seller in connection with the LMA shall be deemed references to the Asset Purchase Agreement as amended herein.

6. Ratification and Confirmation. In all other respects, the Asset Purchase Agreement is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered on the day and year first above written.

"BUYER" MBC GRAND BROADCASTING, INC.

By: 
David Hinson, President

"SELLER" LEGGETT BROADCASTING, INC.

By: _____
Bradley E. Leggett, President

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3. Local Programming and Marketing Agreement. Paragraph 9 of the Asset Purchase Agreement shall be amended to read as follows:

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"BUYER" MBC GRAND BROADCASTING, INC.

By: _____
David Hinson, President

"SELLER" LEGGETT BROADCASTING, INC.

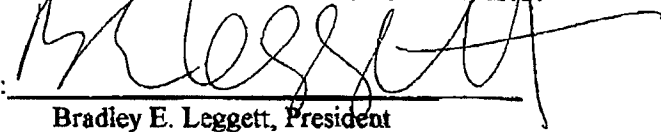
By: 
Bradley E. Leggett, President

EXHIBIT A

LOCAL PROGRAMMING AND MARKETING AGREEMENT

SCHEDULE 9

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Agreement") is made as of the 1st day of December, 2004 by and between:

MBC GRAND BROADCASTING, INC., a corporation organized and operating under the laws of the Commonwealth of Pennsylvania and having an address of 300 East Rock Road, Allentown, Pennsylvania 18103 ("Programmer")

and

LEGGETT BROADCASTING, INC., a corporation organized and existing under the laws of the State of Colorado, with principal offices at 2808 North Avenue, Grand Junction, Colorado 81501 ("Licensee").

WITNESSETH

WHEREAS; Licensee owns and operates radio station KSTR-FM (the "Station") licensed by the Federal Communications Commission (the "FCC") to serve the community of Montrose, Colorado, and desires to sell to Programmer airtime for the broadcast of programs produced by Programmer for the Station, and

WHEREAS; Programmer has available and is producing radio programs that it desires to have broadcast on the Station and therefore desires to purchase airtime from Licensee for the broadcast of such programs, and

WHEREAS; Licensee has agreed to sell the assets of the Station to Programmer pursuant to a certain Asset Purchase Agreement executed as of June 30, 2004 (the "Asset Purchase Agreement");

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Agreement Term. The term of this Agreement (the "Term") will begin on December 1, 2004 (the "Effective Date"), and will continue until the earlier of: (i) June 30, 2007; (ii) permitted termination of the Asset Purchase Agreement by Programmer or Licensee; or (iii) closing under the Asset Purchase Agreement, unless earlier terminated in accordance with the provisions set forth herein or pursuant to written mutual agreement of Licensee and Programmer.

2. Programmer's Purchase of Airtime and Provision of Programming. Programmer shall purchase from Licensee airtime on the Station for the price and on the terms specified herein, and shall transmit to Licensee programming that it produces or owns (the "Program" or "Programs") for broadcast on the Station twenty-four (24) hours per day, seven (7) days per

week (the period of airtime purchased by Programmer being hereinafter referred to as the "Broadcasting Period "), except for the period from 6:00 a.m. to 10:00 a.m., each Sunday, which time is reserved exclusively for programming produced and/or selected by the Licensee ("Licensee's Programs"). Programmer will transmit its Programs to the Station's transmitting facilities via a mode of transmission (e.g., satellite facilities, microwave facilities and/or telephone lines) that will ensure that the Programs meet technical and quality standards at least al to those of the Station's broadcasts prior to commencement of the Term.

3. Broadcasting Obligations. In return for the payments to be made by Programmer hereunder, Licensee shall broadcast the Programs delivered by Programmer during the Broadcasting Period.

4. Advertising Sales. Programmer will be exclusively responsible for the sale of advertising on the Station, and for the collection of accounts receivable arising from its sale of advertising, for the hours during which it is responsible for programming the Station. All contracts for advertising on the Station which may be entered into by Programmer shall terminate upon the termination of this Agreement.

5. Payments for Broadcasting. For the broadcast of the Programs, for every calendar month during the Term, Programmer will pay to Licensee the sum of Three Thousand Seven Hundred Fifty and no/100's Dollars (\$3,750.00) per month, payable in advance on or before the first calendar day of the month. Programmer shall also reimburse Licensee for certain expenses as provided herein. If the Term does not begin on the first day of a month or does not end on the last day of a month, the sum payable under this Section shall be prorated for such a month.

6. Delivery of Programming. Licensee shall begin broadcasting the Programs no later than the date of the commencement of the Term.

7. Operation, Ownership and Control of the Station.

(a) Except as expressly provided herein, during the Term, Programmer shall have full authority, power and control over the programming of the Station; will bear the responsibility for the Station's compliance with all provisions of the rules and policies of the FCC applicable to programmer and the Programs supplied by Programmer pursuant to this Agreement, and all other applicable laws; and will provide ordinary, routine maintenance for the Station's transmitter, transmitting equipment and tower. Programmer shall have the right to use Licensee's studio and studio equipment for the production of the Programs supplied by Programmer, except when use of the studio and studio equipment is required for the production of programs reserved to the Licensee under this Agreement, and to use Licensee's microwave facilities for the transmission of the Programs to the Licensee's transmitter site, all without additional cost to Programmer. Subject to Paragraph 10 herein, ordinary routine maintenance and repair of Licensee's studio and studio equipment shall be the responsibility of Licensee.

(b) Notwithstanding anything to the contrary in this Agreement, so long as Licensee remains the licensee of the Station, it will have full authority, power and control over its personnel working at the Station during the Term hereof, and shall bear the responsibility for the Station's compliance with all provisions of the rules and policies of the FCC applicable to Licensee and the operation of the Station and all other applicable laws.

(c) Nothing contained herein shall prevent or hinder Licensee from: (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest; or (ii) substituting a program (or programs) which Licensee believes to be of greater local or national importance or which is (or are) designed to address the problems, needs and interests of the community. If in any month Licensee preempts any Program(s) pursuant to the preceding clause, Licensee shall refund to Programmer such portion of the monthly payment made to Licensee as the total time preempted bears to the total amount of time in the Broadcasting Period for such month and, should the total time preempted exceed five (5) hours in any given month, the amount due to Licensee as reimbursement for its expenditures pursuant to this Agreement shall likewise be reduced proportionately.

(d) Licensee reserves the right to:

(i) refuse to broadcast any Program containing matter which is violative of, or which Licensee reasonably believes violates, or which a third party claims to violate, any right of any third party, or which may constitute a "personal attack" as that term has been defined by the FCC;

(ii) refuse to broadcast any Program which does not meet the requirements of the rules, regulations, and policies of the FCC;

(iii) preempt any Program in the event of a local, state, or national emergency; and

(iv) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy set forth in 47 C.F.R. Section 73.4242, and as this policy may be changed from time to time by the FCC.

(e) Programmer agrees to cooperate with Licensee to ensure that transmissions are properly performed in accordance with Licensee instructions and to immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review and inclusion in its public inspection file.

(f) During the Term, Licensee shall, at its own expense, file, in a timely and sufficient manner, all reports, declarations and applications required by the FCC, including all regulatory and filing fees, and take all actions necessary to assure renewal of the KSTR license, unconditionally and for a full eight-year term, on or before the expiration of that license on April 1, 2005, and to refrain from any action or actions which could, individually or cumulatively, jeopardize the unconditional grant of the renewal application.

8. Special Termination Provisions. This Agreement shall terminate upon either of the following events: (i) the FCC shall have issued an order refusing its consent to the transactions contemplated by the Asset Purchase Agreement, and such order shall have become final, nonappealable and no longer subject to agency or judicial review; or (ii) the FCC's policies or rules change or are interpreted in a manner that would require such termination, in which event the parties agree to negotiate, in a timely fashion, amended terms and conditions that would be consistent with such changed policies or rules or interpretations and preserve the essence of this Agreement. Should the parties be unable to agree upon amended terms or conditions that are consistent with the changed policies, rules or interpretations of the FCC, then Programmer shall have the option, in its sole discretion, to continue this Agreement in effect as if the terms and conditions deemed inconsistent with the FCC's rules, policies or interpretations were not a part hereof, and the remainder of this Agreement shall continue in full force and effect. In addition, either party may, at its option and upon sixty (60) days written notice to the other party to this Agreement, terminate this Agreement in the event the Asset Purchase Agreement terminates without a closing and the party desiring to terminate this Agreement is not then in default under the Asset Purchase Agreement.

9. Programs.

(a) Production of the Programs. Licensee acknowledges that it is familiar with the type of programming Programmer currently produces and has determined that the broadcast of such programming on the Station would serve the public interest. Programmer agrees that the contents of the Programs it transmits to Licensee shall conform to FCC rules, regulations and policies. Programmer agrees that it will consult with Licensee in the selection of the Programs it transmits to Licensee to ensure that the Programs' content contains matters responsive to issues of public concern in Montrose, Colorado, as those issues are made known to Programmer by Licensee. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of the Programs, and all parts thereof, and the right to authorize their use in any manner and in any media whatsoever, shall be and remain vested in Programmer.

(b) Political Time. Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political time record keeping and lowest unit charge requirements of federal law. To the extent that Licensee, in its reasonable discretion, believes necessary, Programmer shall release advertising availabilities to Licensee during the Broadcasting Period to permit Licensee to comply with the political broadcast rules of the FCC and the provisions of Section 315 of the Communications Act of 1934, as amended; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

10. Expenses.

(a) During the Term, Programmer will be responsible for (i) the salaries, taxes, insurance and related costs for all personnel used in the production of the Programs supplied to Licensee, and (ii) the costs of delivering the Programs to Licensee's transmitter site. During the Term, Licensee will be responsible for (i) the maintenance, repair and replacement of all studio and transmitter equipment; (ii) all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law; and (iii) all utilities supplied to its transmitter site.

(b) Promptly upon presentation of receipts or invoices from Licensee, and in no event later than the fifth (5th) day after presentment, Programmer agrees to reimburse Licensee for expenses of Licensee as provided and described on Exhibit A to this Agreement. Notwithstanding any other provision herein to the contrary, Licensee agrees to indemnify and hold Programmer harmless against any claims, damages, liabilities, costs or expenses arising from or in connection with the disruption of the normal operation of the Station resulting from Licensee's failure to make sufficient and timely payments to its vendors and other creditors. To minimize the potential for such disruption of normal operation of the Station, Programmer shall have the right, upon reasonable notice, to examine Licensee's financial books, records and accounts. Any funds above and beyond the ordinary monthly operating expenses of the station that are advanced by Programmer for the purpose of assuring the continuing, uninterrupted operation of the Station, if not repaid by Licensee, may be deducted from the Purchase Price by Programmer at the Closing as set forth in the Asset Purchase Agreement.

11. Call Signs. Licensee will retain any rights it has to the call letters KSTR-FM, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs it delivers for broadcast an announcement in a form satisfactory to Licensee at the beginning of each hour of such Programs to identify the Station by call letters used by Licensee for the Station, as well as any other announcements required by the rules and regulations of the FCC. Programmer is specifically authorized to use the call letters KSTR-FM or other call letters used by Licensee for the Station, in its Programs and in any promotional material, in any media, used in connection with the Programs.

12. Events of Default; Termination.

12.1 Programmer's Events of Default. The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement:

(a) Programmer fails to make timely payments in full as provided for in this Agreement;

(b) Programmer fails to observe or perform any other covenant, condition or obligation contained in this Agreement; or

(c) Breach or violation by Programmer of any representation or warranty made by it under this Agreement.

(d) Breach by Programmer of the Asset Purchase Agreement.

12.2 Licensee Events of Default. The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement:

(a) Licensee fails to observe or perform any covenant, condition or obligation to be performed by Licensee which is contained in this Agreement; or

(b) Breach or violation by Licensee of any representation or warranty made by it under this Agreement.

(c) Breach by Licensee of the Asset Purchase Agreement.

12.3 Cure Period. Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until fifteen (15) days after the non-defaulting party has provided the defaulting party with written notice specifying the Event(s) of Default and such Event(s) of Default remain(s) uncured for ten (10) days after said notice.

12.4 Termination in the Event of Default. Upon the occurrence of an Event of Default, and in the absence of a timely cure, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. In the event of such termination, Licensee shall refund to Programmer the pro rata portion of the payments which Programmer has made to Licensee for the unused portion of the Broadcasting Period, as well as any sums advanced to Licensee by Programmer for the purpose of assuring the continued uninterrupted operation of the Station.

13. Indemnification.

(a) Notwithstanding any other provision of this Agreement or the Asset Purchase Agreement, Programmer shall indemnify and hold Licensee harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the Programs. Further, Programmer warrants that the broadcasting of the Programs will not violate any rights of any third party, and Programmer agrees to indemnify and hold the Station, and Licensee's officers, directors, agents, stockholders, and employees harmless against any claims, damages, liabilities, costs and expenses, including counsel fees (at trial and on appeal), arising from the production and/or broadcasting of the Programs. Programmer's obligation to hold Licensee harmless under this Section shall survive any termination of this Agreement.

(b) Licensee shall indemnify and hold Programmer harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from Licensee's Programs, or any Programs preempted by Licensee. Further, Licensee warrants that the broadcasting of the Licensee's

Programs will not violate any rights of any third party and Licensee agrees to indemnify and hold the Programmer's officers, directors, agents, stockholders and employees harmless against any claims, damages, liabilities, costs and expenses, including counsel fees (at trial and on appeal), arising from the production and/or broadcasting of the Licensee's Programs. Licensee's obligation to hold Programmer harmless under this Section shall survive any termination of this Agreement.

14. Authority. Programmer and Licensee each has the power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The signatures appearing for Programmer and Licensee, respectively, at the end of this Agreement have been affixed pursuant to such specific authority as, under applicable law, is required to bind them. Neither the execution, delivery, nor performance by Licensee or Programmer of this Agreement conflicts with, results in a breach of, or constitutes a default or ground for termination under any agreement to which Licensee or Programmer, respectively, is a party or by which either of them, is bound.

15. Modification and Waiver: Remedies Cumulative. No modification of any provision of this Agreement will be effective unless in writing and signed by both parties. No failure or delay on the part of Programmer or Licensee in exercising any right or power under this Agreement will operate as a waiver of such right or power, nor will any single or partial exercise of any such right or power or the exercise of any other right or power. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have.

16. Assignability: No Third Party Rights. The rights and obligations of each party under this Agreement may not be assigned without the prior written consent of the other party hereto. The covenants, conditions and provisions hereof are and should be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement. Subject to and consistent with the foregoing, should the Licensee during the Term hereof assign the license for the Station or transfer control of the Licensee to any party except to Programmer pursuant to the Asset Purchase Agreement, such assignment or transfer shall be made only subject to the express condition that the third-party assignee or transferee agree to the assignment and assumption of Licensee's obligations under this Agreement, in its entirety, for the remainder of the Term. In recognition of Programmer's investment in programming, equipment and human resources made in reliance on this Agreement, should such an assignment and assumption agreement not be obtained, or be made without the prior written approval of Programmer, then Licensee shall be liable to Programmer for a Reliance Fee in the amount of Seventy-Five Thousand and no 100's Dollars (\$75,000.00), due and payable at the closing of such assignment or transfer.

17. Governing Law. This Agreement is made pursuant to, and shall be construed and enforced in accordance with, the laws of the State of Colorado without giving effect to otherwise applicable principles of conflicts of law. Any action or counterclaim hereon shall be

commenced or asserted, as the case may be, only in the District Court of Mesa County, Colorado. All parties hereto consent to the jurisdiction of such court and waive any objection based on forum non conveniens.

18. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original.

19. Notice. Any notice required under this Agreement must be in writing. Any payment, notice or other communication will be deemed given when delivered personally, or mailed by certified mail or recognized overnight courier, postage prepaid, addressed as follows (or to such other address designated in writing upon due notice to the other party):

To Programmer:

MBC Grand Broadcasting, Inc.
300 East Rock Road
Allentown, Pennsylvania 18103
Attn: David G. Hinson

With a copy to:

Gregory C. Hartman, Esq.
Hartman, Hartman, Howe & Allerton
2901 St Lawrence Avenue
P.O. Box 4429
Reading, Pennsylvania 19606

To Licensee:

Leggett Broadcasting, Inc.
2808 North Avenue
Grand Junction, Colorado 81501
Attention: Brad Leggett, President

With a copy to:

Douglas A. Colaric, Esquire
743 Horizon Court
Suite 106
Grand Junction, CO 81506

20. Entire Agreement. This Agreement embodies the entire agreement, and supersedes all prior oral or written understandings between the parties with respect to the subject matter of this Agreement.

21. Relationship of Parties. Neither Programmer nor Licensee will be deemed to be the agent, partner, or representative of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

22. Force Majeure and Facilities Upgrades.

(a) The failure of either party hereto to comply with its obligations under this Agreement due to: (i) the need to perform construction at the transmitter site or to move the transmitter site in response to FCC authorization of an improvement to or modification of the Station's operating parameters; or (ii) acts of God, strikes or threats thereof or a force majeure or due to causes beyond such party's control, will not constitute an Event of Default and neither party will be liable to the other party therefor.

(b) Anything herein to the contrary notwithstanding, any failure of Licensee to broadcast the Programs beyond a brief interruption in service, not to exceed five (5) hours, due to causes beyond Licensee's control shall entitle Programmer to a pro rata reduction in the payment required with respect to periods during which Licensee facilities failed or were impaired or were not furnished.

23. Subject to Laws: Partial Invalidity. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties acknowledge that a copy of this Agreement is to be filed with the FCC as an amendment to the pending application for consent to the assignment of the Station license to Programmer, and that, under the rules and policies of the FCC as currently in effect, a copy of this Agreement is to be placed in Programmer's FCC-mandated public inspection file. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal, or unenforceable provision.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives, each as of the date first above written.

MBC GRAND BROADCASTING, INC.

By: _____
David G. Hinson, President

LEGGETT BROADCASTING, INC.

By: _____
Bradley E. Leggett, President

Exhibit A

REIMBURSABLE EXPENDITURES

Beginning December 1, 2004, Programmer shall, in full consideration for the Agreement, pay each month, in addition to the LMA Fee, reimbursement for Licensee's actual expenditures incurred in the operation of the Station beginning December 1, 2004, as represented by receipts and invoices presented to Programmer, including without limitation the following:

1. Wages and salaries for two full-time employees, including a General Manager and a Station Manager/Programmer
2. Transmitter operations, maintenance, equipment maintenance contracts, repairs and replacements. All replacements paid for by Programmer will be the property of Programmer.
3. Transmitter site and tower rent.
4. Studio rent and storage unit rent.
5. Utilities.
6. Licensee's telephone service at the Station.
7. ASCAP, BMI, and SESAC fees (past due sums owing to these entities shall not be considered ordinary monthly operating expenses)
8. AP News Service
9. FCC filing and regulatory fees
10. Insurance premiums and coinsurance for (a) property and casualty insurance for the tower, transmitting equipment, the studio and studio furnishings and equipment; (b) general liability insurance; (c) other insurance, including workers compensation and unemployment insurance.
11. Music Scheduling Software.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives, each as of the date first above written.

MBC GRAND BROADCASTING, INC.

By: _____
David G. Hinson, President

LEGGETT BROADCASTING, INC.

By:  _____
Bradley E. Leggett, President

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MBC GRAND BROADCASTING, INC.

By: 

David G. Hipson, President

LEGGETT BROADCASTING, INC.

By: _____

Bradley E. Leggett, President