

EXHIBIT 2  
Part 1

**JOHN HEIDELBERG OPTION AGREEMENT AND ADDENDUM**

OPTION AGREEMENT

This Option Agreement ("Agreement") is made this <sup>July 2<sup>th</sup></sup> 16 day of ~~June~~, 1999, by and between John Heidelberg, an individual residing in Goodlettsville, Tennessee ("Optionor") and DBBC, L.L.C., a Delaware limited liability company ("DBBC").

RECITALS

A. Optionor holds a one-eighth voting interest and equity interest, as provided in the Operating Agreement (the "Interest"), in Mid-TN Broadcasters, LLC, a Delaware limited liability company ("Mid-TN"), which holds or will hold a construction permit from the Federal Communications Commission ("FCC") for a new FM radio station on Channel 246C2 at Goodlettsville, Tennessee (the "Station").

B. DBBC desires to purchase an option to acquire the Interest from Optionor in accordance with the terms, conditions and covenants of this Agreement.

C. Optionor desires to sell an option to convey the Interest to DBBC, subject to FCC approval, in accordance with the terms, conditions and covenants of this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained in this document, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
GRANT OF OPTION

1.1 Grant of Option. Optionor hereby grants to DBBC, and DBBC hereby accepts, the exclusive irrevocable right and option (the "Option") to acquire the Interest from Optionor subject to the approval of the FCC, which Interest shall be free and clear of any and all liens, encumbrances, assessments, pledges, security interests, restrictions, charges and claims of any kind except the need for FCC approval (collectively "Pledges"), provided that the Interest must be acquired by DBBC or its assignee simultaneously with all other outstanding equity interests in Mid-TN.

1.2 Option Period. The Option may be exercised by DBBC between (a) the effective date of the FCC's grant of Mid-TN's application, as amended, and the award of the construction permit for the Station to Mid-TN, and (b) thirty days after such FCC action becomes a final, unappealable order (the "Option Period") by delivering to Optionor a signed Purchase Agreement in the form attached as

Handwritten initials

Exhibit 1 (the "Purchase Agreement"), which Purchase Agreement shall then be executed and delivered by Optionor to Purchaser within five business days.

1.3 Option Price. The purchase price of the Option for the Option Period (the "Option Price") shall be the amount set forth on Schedule A, due and payable as set forth therein.

1.4 Purchase Price. The purchase price for the Interest ("Purchase Price") shall be the amount set forth on Schedule A, due and payable as set forth therein.

1.5 FCC Transfer Application. Optionor and DBBC shall join and file an application for the transfer of control of Mid-TN to DBBC ("Transfer Application") with the FCC as soon as reasonably practicable upon exercise of the Option, but in no event later than five (5) business days after execution and delivery of the Purchase Agreement by Optionor. The parties will take all steps and actions as may be necessary or proper to expeditiously and diligently prosecute the Transfer Application to a favorable conclusion. Optionor and DBBC shall each bear their own expenses in connection with the preparation of the applicable sections of the Transfer Application and in connection with the prosecution thereof. DBBC shall pay any fees required by the FCC in connection with the filing and processing of the Transfer Application.

1.6 Delivery of Conveyance Documents and Payment of Purchase Price. The transfer date shall be no later than five (5) business days after receipt of a final order of the FCC approving the transfer of control of Mid-TN to DBBC. On the transfer date, (a) DBBC shall wire transfer the cash portion of the Purchase Price and deliver to Optionor a signed promissory note in the form attached as Exhibit 1 to the Purchase Agreement and a signed security agreement as described below, and (b) Optionor will execute and deliver all such assignments, certificates and other instruments of conveyance as may be necessary or appropriate to transfer all of Optionor's right, title and interest in the Interest to DBBC, free and clear of any Pledges. DBBC will also take all actions necessary or appropriate to assign the assets associated with WVOL(AM) in accordance with Schedule A hereto, subject to compliance with applicable law. The security agreement provided by DBBC will provide Optionor and all other owners of Mid-TN a second security interest in all of DBBC's equity and assets, subordinate only to the interest of DBBC's senior lender. Optionor agrees to execute and deliver a subordination agreement containing terms and conditions satisfactory to DBBC's senior lender. DBBC will simultaneously provide Optionor with an independent accounting firm's certification as to (a) the total amount of DBBC's secured liabilities as of the transfer date (i.e., including loans made in connection with DBBC's exercise of any and all options pertaining to Mid-TN), and (b) DBBC's cash flow (including gross revenues less all expenses other than payments to principals and non-cash items such as depreciation) for 1998 and the most recent year-to-date figure for 1999.

ARTICLE II  
REPRESENTATIONS AND WARRANTIES

2.1 Optionor's Representations and Warranties. Optionor represents and warrants as follows:

- A. Valid and Binding Agreement. Assuming due execution and delivery of this Agreement by DBBC, this Agreement will be a valid and binding obligation of Optionor, enforceable against Optionor in accordance with its terms.
- B. No Other Options. Except for the Option granted in this Agreement and except for such options and rights which are secondary and subordinate to the options and rights granted herein, there are no existing options, rights, sale agreements, or commitments of any character relating to the Interest, and at the transfer date there will not be any existing options, rights, sale agreements, calls or commitments of any character relating to the Interest.
- C. No Pledges. Optionor is the lawful owner, beneficially and of record, of the Interest, free and clear of any and all Pledges, and at the transfer date will be the owner, beneficially and of record, of the Interest, free and clear of any and all Pledges.
- D. All Rights. On the transfer date, at the moment of transfer, Optionor will assign all of its rights in and to the Interest to DBBC, and such rights shall be without any Pledges.
- E. No Violation. Optionor's execution and delivery of this Agreement and each and every other agreement, assignment or instrument contemplated by this Agreement, and the performance of the obligations under this Agreement, will not violate any law, regulation, statute, injunction, order, judgment, decree, contract or loan covenant applicable to, against or binding upon Optionor.

2.2 DBBC's Representations and Warranties. DBBC represents and warrants as follows:

- A. Organization. DBBC is a Delaware limited liability company and is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

B. Authority to Execute and Perform. DBBC has all of the requisite capacity, power and authority and has taken all corporate action necessary to enter into, execute and deliver this Agreement to perform its obligations under this Agreement. Assuming due execution and delivery of this Agreement by Optionor, this Agreement will be a valid and binding obligation of DBBC, enforceable against DBBC in accordance with its terms.

C. No Violation. DBBC's execution and delivery of this Agreement and each and every other agreement, instrument or certificate contemplated by this Agreement, and the performance of the obligations under this Agreement, will not violate any law, regulation, statute, injunction, order, judgment, decree, contract or loan covenant applicable to, against or binding upon DBBC.

### ARTICLE III COVENANTS

3.1 Covenants of Optionor. From the date of execution of this Agreement until the later of (a) the expiration of the Option Period, or (b) the transfer date of the Interest, Optionor will not (i) grant any option with respect to the Interest or any assets of Mid-TN, (ii) pledge, hypothecate or permit any lien upon the Interest or upon any assets of Mid-TN except for the equipment note of Mid-TN payable to DBBC, which note shall remain an obligation of Mid-TN upon a transfer of control of Mid-TN, (iii) take any action prohibited or fail to take any action required under the FCC's regulations with respect to Mid-TN which would impair its assets or give rise to any obligation with respect to the assets of Mid-TN, or (iv) conduct any act or omit to perform any act which would diminish the value of the Interest or the assets of Mid-TN. From the date of execution of this Agreement until the later of (a) the expiration of the Option Period, or (b) the transfer date of the Interest to DBBC, Optionor will perform any and all obligations as may be imposed by the FCC on Optionor as the holder of the Interest in Mid-TN, permittee of the Station.

3.2 Pledges. If at the time of transfer hereunder the Interest or any assets of Mid-TN are subject to a valid Pledge in favor of any other party (except as set forth in Section 3.1), Optionor shall discharge such Pledge prior to the transfer date. DBBC, at its option, may delay the transfer date until Optionor so discharges the Pledge.

3.3 Agreements and Regulations. Neither party shall take any action or omit to take any action which would result in any material breach or termination of this Agreement, impair or devalue the Option, the Interest or assets of Mid-TN, violate any FCC Regulation, or preclude the exercise of any rights under this Agreement.

#### ARTICLE IV INDEMNITY

If DBBC exercises its Option to acquire the Interest, and the Interest is transferred from Optionor to DBBC, Optionor hereby agrees to indemnify DBBC against any and all claims, counterclaims, debts, suits, causes of action, contracts, covenants, controversies, promises, warranties, liabilities, losses, damages and actions of any kind or nature whatsoever, whether known or unknown, at law or in equity, arising out of or relating to the period prior to the transfer to DBBC, which exist against the Interest and which, in any way, may affect DBBC's interest in or the value of the Interest (the "Claims"). Notwithstanding the foregoing, this indemnification provision shall not apply to any Claims arising in connection with any actions that DBBC participated in or directed.

#### ARTICLE V GOVERNING LAW AND REMEDIES

5.1 Governing Law. Except with respect to matters within the jurisdiction of the FCC and the federal courts having appellate review over FCC decisions, this Agreement shall be construed and performed in accordance with the laws of the State of Tennessee, without reference to conflict of laws principles.

5.2 Remedies. The parties acknowledge and agree that this Agreement involves unique assets not readily available on the open market. Accordingly, the parties hereto will not have an adequate remedy at law in the event that any party breaches its obligations under this Agreement. Therefore, in the event of a breach of this Agreement, each party shall be entitled to require the other party to specifically perform its obligations under this Agreement, in addition to any other rights which such party may have at law or in equity. In the event of litigation arising under this Agreement, the prevailing party shall be entitled to be reimbursed by the losing party or parties for its reasonable expenses incurred in such litigation, including reasonable attorneys' fees and expenses.

#### ARTICLE VI GENERAL PROVISIONS

6.1 Severability. If any one or more of the provisions of this Agreement shall prove to be invalid, unlawful, void or unenforceable, such provision or provisions shall be deemed and construed to be severable from, and shall in no way affect, the remaining provisions of this Agreement, provided the Agreement, as so modified, shall not be so inequitable as to have materially deprived one of the parties of its original bargain.

6.2 Survival. All covenants, representations and warranties of the parties contained in this Agreement shall remain effective after the date of this Agreement and shall survive payment of the consideration contemplated by this Agreement and the transfer of the Interest, subject to applicable statutes of limitations. The parties expressly intend that this Agreement, and the parties' rights and obligations hereunder, shall survive in the context of a bankruptcy proceeding, including, without limitation, a sale under Section 363 of the United States Bankruptcy Code.

6.3 No Waiver. No failure or delay by any party in exercising any right or remedy shall operate as a waiver of such right or remedy, nor shall any exercise of any right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies available at law or in equity.

6.4 Currency. All references to monetary sums are references to United States Dollars.

6.5 Notices. Any notice or any communication under or in connection with this Agreement shall be in writing, shall be delivered personally, by facsimile or by mail, and shall be deemed sufficiently given when actually received by the party to be notified, upon receipt of confirmation if sent by facsimile, or when mailed, if mailed by overnight delivery service, certified or registered mail, postage prepaid, to the following addresses:

If to DBBC: DBBC Broadcasting Co., Inc.  
3060 Peachtree Road, NW  
Suite 750  
Atlanta, GA 30305  
Attention: Lewis W. Dickey, Jr.

If to Optionor: Mr. John Heidelberg  
P.O. Box 926  
Goodlettsville, TN 37072  
And  
Timothy Brady, Esq.  
P.O. Box 71309  
Newman, GA 30271-1309

6.6 Assignment. This Agreement shall not be assigned by Optionor, except that the right to receive the Purchase Price may be assigned by Optionor in whole or in part to any third party without the consent of DBBC provided Optionor gives at least ten (10) business days notice of the assignment to DBBC. The Option to acquire the Interest and all other rights acquired by DBBC herein may be assigned by DBBC to any third party without the consent of Optionor provided that (a)

DBBC gives at least ten (10) business days notice of the assignment to Optionor, and (b) Optionor guarantees the performance of all of such assignee's obligations hereunder notwithstanding such assignment. This Agreement shall be binding upon, inure to the benefit of, and be enforced by the parties, their respective legal representatives, and any and all successors and assigns of either party.

6.7 Jointly Drafted. All provisions of this Agreement shall be deemed to have been drafted by both parties and, in the event of a dispute, shall not be construed against any party on the basis of responsibility for drafting.

6.8 Counterparts. This Agreement may be executed and delivered in any number or counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Facsimiles or copies of signatures shall be deemed to be originals.

6.9 Integration and Amendment. This Agreement represents the complete understanding between the parties, and supersedes all previous oral and written agreements between the parties with respect to the subject matter of this Agreement. This Agreement may not be altered or amended without the prior written consent of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

DBBC, L.L.C.

By:

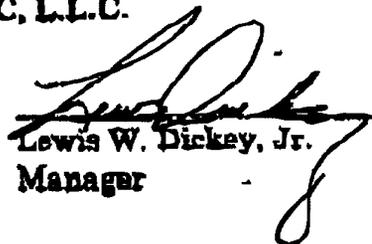
\_\_\_\_\_  
Lewis W. Dickey, Jr.  
Manager

  
John Heidelberg (individually)

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the date first above written.

**DBBC, L.L.C.**

By:

  
Lewis W. Dickey, Jr.  
Manager

\_\_\_\_\_  
John Heidelberg (individually)

ADDENDUM TO OPTION AGREEMENT

DBBC, LLC hereby acknowledges that the July 16, 1999 Option Agreement between DBBC, LLC and John Heidelberg ("Optionor") shall be deemed to include the following provision for the benefit of Optionor:

1.7 Buy-Back Option. Notwithstanding anything in this Agreement to the contrary, Optionor shall have an option (the "Buy-Back Option") to repurchase the Option hereby conferred by this Agreement. Provided that all other parties holding interests in Mid-TN simultaneously exercise their buy-back options, Optionor may exercise the Buy-Back Option at any time after initial action of the FCC granting Mid-TN's application and awarding the construction permit for the Station to Mid-TN and prior to the day when Optionor is otherwise required to execute and deliver the Purchase Agreement to effectuate DBBC's Option. In order to exercise the Buy-Back Option, Optionor shall give written notice to DBBC and simultaneously tender to DBBC a sum of money, in immediately available funds, equal to (a) all sums of money which have been advanced to Optionor, directly or indirectly, by DBBC, plus (b) the Purchase Price, plus (c) a sum of money equal to twenty-five percent (25%) of the Purchase Price. In the event that DBBC and Optionor both exercise their respective options in accordance with the provisions of the Option Agreement, as modified by this Addendum, the Buy-Back Option shall take precedence and DBBC's Option shall be cancelled. In the event Optionor's Buy-Back Option is timely exercised, Optionor shall remain the holder of the Interest and shall have no other obligation to DBBC.

DBBC, LLC

By 

July 16, 1999

WAS1 #558892 v1

EXHIBIT 2  
Part 2

**KATHERINE STONE OPTION AGREEMENT AND ADDENDUM**  
(Signature of Ms. Stone unavailable as of filing date)

## OPTION AGREEMENT

This Option Agreement ("Agreement") is made this 16<sup>th</sup> day of June, 1999, by and between Katherine Stone, an individual residing in Hamburg, Arkansas ("Optionor") and DBBC, L.L.C., a Delaware limited liability company ("DBBC").

### RECITALS

A. Optionor holds a one-eighth voting interest and equity interest, as provided in the Operating Agreement (the "Interest"), in Mid-TN Broadcasters, LLC, a Delaware limited liability company ("Mid-TN"), which holds or will hold a construction permit from the Federal Communications Commission ("FCC") for a new FM radio station on Channel 246C2 at Goodlettsville, Tennessee (the "Station").

B. DBBC desires to purchase an option to acquire the Interest from Optionor in accordance with the terms, conditions and covenants of this Agreement.

C. Optionor desires to sell an option to convey the Interest to DBBC, subject to FCC approval, in accordance with the terms, conditions and covenants of this Agreement.

### AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained in this document, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

#### ARTICLE I GRANT OF OPTION

1.1 Grant of Option. Optionor hereby grants to DBBC, and DBBC hereby accepts, the exclusive irrevocable right and option (the "Option") to acquire the Interest from Optionor subject to the approval of the FCC, which Interest shall be free and clear of any and all liens, encumbrances, assessments, pledges, security interests, restrictions, charges and claims of any kind except the need for FCC approval (collectively "Pledges"), provided that the Interest must be acquired by DBBC or its assignee simultaneously with all other outstanding equity interests in Mid-TN.

1.2 Option Period. The Option may be exercised by DBBC between (a) the effective date of the FCC's grant of Mid-TN's application, as amended, and the award of the construction permit for the Station to Mid-TN, and (b) thirty days after such FCC action becomes a final, unappealable order (the "Option Period") by delivering to Optionor a signed Purchase Agreement in the form attached as

Exhibit 1 (the "Purchase Agreement"), which Purchase Agreement shall then be executed and delivered by Optionor to Purchaser within five business days.

1.3 Option Price. The purchase price of the Option for the Option Period (the "Option Price") shall be the amount set forth on Schedule A, due and payable as set forth therein.

1.4 Purchase Price. The purchase price for the Interest ("Purchase Price") shall be the amount set forth on Schedule A, due and payable as set forth therein.

1.5 FCC Transfer Application. Optionor and DBBC shall join and file an application for the transfer of control of Mid-TN to DBBC ("Transfer Application") with the FCC as soon as reasonably practicable upon exercise of the Option, but in no event later than five (5) business days after execution and delivery of the Purchase Agreement by Optionor. The parties will take all steps and actions as may be necessary or proper to expeditiously and diligently prosecute the Transfer Application to a favorable conclusion. Optionor and DBBC shall each bear their own expenses in connection with the preparation of the applicable sections of the Transfer Application and in connection with the prosecution thereof. DBBC shall pay any fees required by the FCC in connection with the filing and processing of the Transfer Application.

1.6 Delivery of Conveyance Documents and Payment of Purchase Price. The transfer date shall be no later than five (5) business days after receipt of a final order of the FCC approving the transfer of control of Mid-TN to DBBC. On the transfer date, (a) DBBC shall wire transfer the Purchase Price and deliver to Optionor a signed promissory note in the form attached as Exhibit 1 to the Purchase Agreement and a signed security agreement as described below, and (b) Optionor will execute and deliver all such assignments, certificates and other instruments of conveyance as may be necessary or appropriate to transfer all of Optionor's right, title and interest in the Interest to DBBC, free and clear of any Pledges. The security agreement provided by DBBC will provide Optionor and all other owners of Mid-TN a second security interest in DBBC's equity and assets, provided that Optionor and all other owners of Mid-TN execute and deliver a subordination agreement containing terms and conditions satisfactory to DBBC's senior lender. DBBC will simultaneously provide Optionor with an independent accounting firm's certification as to (a) the total amount of DBBC's secured liabilities as of the transfer date (i.e., including loans made in connection with DBBC's exercise of any and all options pertaining to Mid-TN), and (b) DBBC's cash flow (including gross revenues less all expenses other than payments to principals and non-cash items such as depreciation) for 1998 and the most recent year-to-date figure for 1999.

**ARTICLE II**  
**REPRESENTATIONS AND WARRANTIES**

2.1 Optionor's Representations and Warranties. Optionor represents and warrants as follows:

A. Valid and Binding Agreement. Assuming due execution and delivery of this Agreement by DBBC, this Agreement will be a valid and binding obligation of Optionor, enforceable against Optionor in accordance with its terms.

B. No Other Options. Except for the Option granted in this Agreement and except for such options and rights which are secondary and subordinate to the options and rights granted herein, there are no existing options, rights, sale agreements, or commitments of any character relating to the Interest, and at the transfer date there will not be any existing options, rights, sale agreements, calls or commitments of any character relating to the Interest.

C. No Pledges. Optionor is the lawful owner, beneficially and of record, of the Interest, free and clear of any and all Pledges, and at the transfer date will be the owner, beneficially and of record, of the Interest, free and clear of any and all Pledges.

D. All Rights. On the transfer date, at the moment of transfer, Optionor will assign all of its rights in and to the Interest to DBBC, and such rights shall be without any Pledges.

E. No Violation. Optionor's execution and delivery of this Agreement and each and every other agreement, assignment or instrument contemplated by this Agreement, and the performance of the obligations under this Agreement, will not violate any law, regulation, statute, injunction, order, judgment, decree, contract or loan covenant applicable to, against or binding upon Optionor.

2.2 DBBC's Representations and Warranties. DBBC represents and warrants as follows:

A. Organization. DBBC is a Delaware limited liability company and is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

B. Authority to Execute and Perform. DBBC has all of the requisite capacity, power and authority and has taken all corporate

action necessary to enter into, execute and deliver this Agreement to perform its obligations under this Agreement. Assuming due execution and delivery of this Agreement by Optionor, this Agreement will be a valid and binding obligation of DBBC, enforceable against DBBC in accordance with its terms.

C. No Violation. DBBC's execution and delivery of this Agreement and each and every other agreement, instrument or certificate contemplated by this Agreement, and the performance of the obligations under this Agreement, will not violate any law, regulation, statute, injunction, order, judgment, decree, contract or loan covenant applicable to, against or binding upon DBBC.

### ARTICLE III COVENANTS

3.1 Covenants of Optionor. From the date of execution of this Agreement until the later of (a) the expiration of the Option Period, or (b) the transfer date of the Interest, Optionor will not (i) grant any option with respect to the Interest or any assets of Mid-TN, (ii) pledge, hypothecate or permit any lien upon the Interest or upon any assets of Mid-TN except for the equipment note of Mid-TN payable to DBBC, which note shall remain an obligation of Mid-TN upon a transfer of control of Mid-TN, (iii) take any action prohibited or fail to take any action required under the FCC's regulations with respect to Mid-TN which would impair its assets or give rise to any obligation with respect to the assets of Mid-TN, or (iv) conduct any act or omit to perform any act which would diminish the value of the Interest or the assets of Mid-TN. From the date of execution of this Agreement until the later of (a) the expiration of the Option Period, or (b) the transfer date of the Interest to DBBC, Optionor will perform any and all obligations as may be imposed by the FCC on Optionor as the holder of the Interest in Mid-TN, permittee of the Station.

3.2 Pledges. If at the time of transfer hereunder the Interest or any assets of Mid-TN are subject to a valid Pledge in favor of any other party (except as set forth in Section 3.1), Optionor shall discharge such Pledge prior to the transfer date. DBBC, at its option, may delay the transfer date until Optionor so discharges the Pledge.

3.3 Agreements and Regulations. Neither party shall take any action or omit to take any action which would result in any material breach or termination of this Agreement, impair or devalue the Option, the Interest or assets of Mid-TN, violate any FCC Regulation, or preclude the exercise of any rights under this Agreement.

**ARTICLE IV**  
**INDEMNITY**

If DBBC exercises its Option to acquire the Interest, and the Interest is transferred from Optionor to DBBC, Optionor hereby agrees to indemnify DBBC against any and all claims, counterclaims, debts, suits, causes of action, contracts, covenants, controversies, promises, warranties, liabilities, losses, damages and actions of any kind or nature whatsoever, whether known or unknown, at law or in equity, arising out of or relating to the period prior to the transfer to DBBC, which exist against the Interest and which, in any way, may affect DBBC's interest in or the value of the Interest (the "Claims"). Notwithstanding the foregoing, this indemnification provision shall not apply to any Claims arising in connection with any actions that DBBC participated in or directed.

**ARTICLE V**  
**GOVERNING LAW AND REMEDIES**

5.1 **Governing Law.** Except with respect to matters within the jurisdiction of the FCC and the federal courts having appellate review over FCC decisions, this Agreement shall be construed and performed in accordance with the laws of the State of Tennessee, without reference to conflict of laws principles.

5.2 **Remedies.** The parties acknowledge and agree that this Agreement involves unique assets not readily available on the open market. Accordingly, the parties hereto will not have an adequate remedy at law in the event that any party breaches its obligations under this Agreement. Therefore, in the event of a breach of this Agreement, each party shall be entitled to require the other party to specifically perform its obligations under this Agreement, in addition to any other rights which such party may have at law or in equity. In the event of litigation arising under this Agreement, the prevailing party shall be entitled to be reimbursed by the losing party or parties for its reasonable expenses incurred in such litigation, including reasonable attorneys' fees and expenses.

**ARTICLE VI**  
**GENERAL PROVISIONS**

6.1 **Severability.** If any one or more of the provisions of this Agreement shall prove to be invalid, unlawful, void or unenforceable, such provision or provisions shall be deemed and construed to be severable from, and shall in no way affect, the remaining provisions of this Agreement, provided the Agreement, as so modified, shall not be so inequitable as to have materially deprived one of the parties of its original bargain.

6.2 **Survival.** All covenants, representations and warranties of the parties contained in this Agreement shall remain effective after the date of this Agreement

and shall survive payment of the consideration contemplated by this Agreement and the transfer of the Interest, subject to applicable statutes of limitations. The parties expressly intend that this Agreement, and the parties' rights and obligations hereunder, shall survive in the context of a bankruptcy proceeding, including, without limitation, a sale under Section 363 of the United States Bankruptcy Code.

6.3 No Waiver. No failure or delay by any party in exercising any right or remedy shall operate as a waiver of such right or remedy, nor shall any exercise of any right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies available at law or in equity.

6.4 Currency. All references to monetary sums are references to United States Dollars.

6.5 Notices. Any notice or any communication under or in connection with this Agreement shall be in writing, shall be delivered personally, by facsimile or by mail, and shall be deemed sufficiently given when actually received by the party to be notified, upon receipt of confirmation if sent by facsimile, or when mailed, if mailed by overnight delivery service, certified or registered mail, postage prepaid, to the following addresses:

If to DBBC: DBBC Broadcasting Co., Inc.  
3060 Peachtree Road, NW  
Suite 750  
Atlanta, GA 30305  
Attention: Lewis W. Dickey, Jr.

If to Optionor: Ms. Katherine Stone  
265 Ashley Road  
Hamburg, AR 71646  
And  
Timothy Brady, Esq.  
P.O. Box 71309  
Newnan, GA 30271-1309

6.6 Assignment. This Agreement shall not be assigned by Optionor, except that the right to receive the Purchase Price may be assigned by Optionor in whole or in part to any third party without the consent of DBBC provided Optionor gives at least ten (10) business days notice of the assignment to DBBC. The Option to acquire the Interest and all other rights acquired by DBBC herein may be assigned by DBBC to any third party without the consent of Optionor provided that (a) DBBC gives at least ten (10) business days notice of the assignment to Optionor, and (b) Optionor guarantees the performance of all of such assignee's obligations

hereunder notwithstanding such assignment. This Agreement shall be binding upon, inure to the benefit of, and be enforced by the parties, their respective legal representatives, and any and all successors and assigns of either party.

6.7 Jointly Drafted. All provisions of this Agreement shall be deemed to have been drafted by both parties and, in the event of a dispute, shall not be construed against any party on the basis of responsibility for drafting.

6.8 Counterparts. This Agreement may be executed and delivered in any number or counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Facsimiles or copies of signatures shall be deemed to be originals.

6.9 Integration and Amendment. This Agreement represents the complete understanding between the parties, and supersedes all previous oral and written agreements between the parties with respect to the subject matter of this Agreement. This Agreement may not be altered or amended without the prior written consent of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

**DBBC, L.L.C.**

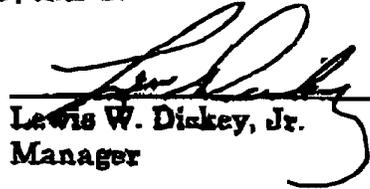
By: \_\_\_\_\_  
Lewis W. Dickey, Jr.  
Manager

\_\_\_\_\_  
Katherine Stone (individually)

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the date first above written.

**DBBC, L.L.C.**

By:

  
**Lewis W. Diskey, Jr.**  
**Manager**

**Katherine Stone (individually)**

**ADDENDUM TO OPTION AGREEMENT**

DBBC, LLC hereby acknowledges that the July 16, 1999 Option Agreement between DBBC, LLC and Katherine Stone ("Optionor") shall be deemed to include the following provision for the benefit of Optionor:

1.7 **Buy-Back Option.** Notwithstanding anything in this Agreement to the contrary, Optionor shall have an option (the "Buy-Back Option") to repurchase the Option hereby conferred by this Agreement. Provided that all other parties holding interests in Mid-TN simultaneously exercise their buy-back options, Optionor may exercise the Buy-Back Option at any time after initial action of the FCC granting Mid-TN's application and awarding the construction permit for the Station to Mid-TN and prior to the day when Optionor is otherwise required to execute and deliver the Purchase Agreement to effectuate DBBC's Option. In order to exercise the Buy-Back Option, Optionor shall give written notice to DBBC and simultaneously tender to DBBC a sum of money, in immediately available funds, equal to (a) all sums of money which have been advanced to Optionor, directly or indirectly, by DBBC, plus (b) the Purchase Price, plus (c) a sum of money equal to twenty-five percent (25%) of the Purchase Price. In the event that DBBC and Optionor both exercise their respective options in accordance with the provisions of the Option Agreement, as modified by this Addendum, the Buy-Back Option shall take precedence and DBBC's Option shall be cancelled. In the event Optionor's Buy-Back Option is timely exercised, Optionor shall remain the holder of the Interest and shall have no other obligation to DBBC.

DBBC, LLC

By 

July 16, 1999

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