

## **RADIO PURCHASE CONTRACT**

This Radio Purchase Contract ("the Contract" or "this Contract") is made and entered into effective as of the 1st day of March, 2015, by and between **BIG BEND BROADCASTERS, INC.** ("Seller") and **ALPINE RADIO, LLC** ("Buyer"). Seller and Buyer are sometime collectively called "the Parties".

### **RECITALS:**

**A.** Big Bend Broadcasters, Inc. ("Big Bend") is a Texas corporation, and Alpine Radio, LLC ("Alpine Radio") is a Texas limited liability company. All parties have places of business in the County of Brewster and State of Texas.

**B.** Big Bend owns an AM radio station in Brewster County, Texas ("KVLFF"), "the Station". Alpine Radio desires to purchase the Station and all of the other assets of Big Bend.

**C.** **GENE RAY HENDRYX, JR., PATRICIA L. HUBBS, THE BARNEY HUBBS TRUST, PEGGY J. HAWKINS** own all of the common stock of Big Bend. **MARTIN BENEVICH, PATRICIA JANE BENEVICH, TOM BEARD** and **VAL BEARD** own all of the common stock of Alpine Radio. All of the individuals named in this Subparagraph are sometimes referred to as "the Shareholders". The pro rata ownership of the Shareholders in and to the common stock of Big Bend and Alpine Radio are listed in Exhibit "C" attached to this Contract and made a part of it.

**D.** An integral part of the transactions that are the subject of this Contract is the sale by Rio Grande Broadcasting Company ("Rio Grande") to Buyer of the assets of Rio Grande, including the FM radio Station in Alpine, Texas ("KALP"). The goal of both the Rio Grande contract and this Contract, construed jointly, is that (1) Alpine Radio will own all of the assets of Big Bend and Rio Grande, including both the FM and AM Stations, and that (2) all of the common stock of Alpine Radio will be owned by Martin Benevich, Patricia Jane Benevich, Tom Beard, and Val Beard as shown in Exhibit "C".

### **AGREEMENT:**

Now, therefore, in connection with and as a result of the foregoing, and for and in consideration of the mutual covenants and agreements contained in this Contract, and other good and valuable

consideration paid by each party to the other, the Parties hereto do hereby contract and evidence their agreement as follows:

- 1 Property Included.** This Contract shall include all of the following described property and property rights (in the aggregate, **"the Property"**):
  - 1.1 FCC Radio Licenses.** All of the licenses (**"the Licenses"**) issued to Seller by the Federal Communications Commission (**"the FCC"**) are included in this Contract, as are all of the tangible and intangible rights, interests, and duties related to or deriving from the Licenses.
  - 1.2 Real Property.** All of Seller's interest (if any) in and to the real property located at 500 Hendryx Avenue, Alpine, Brewster County, Texas, and all of Seller's interest in and to (and lease of) the transmission tower on Radio Hill situated south of Alpine, Brewster County, Texas (and the lines utilized in connection with the transmission tower) are included in this Contract (**"the Real Property"**). The Real Property is more particularly described in Exhibit "A" attached to this Contract.
  - 1.3 Improvements.** All of the improvements to and on the Real Property (**"the Improvements"**) are specifically included in this Contract.
  - 1.4 Personal Property.** Also included in this Contract are all of the personal and mixed property located on the Real Property, attached to or a part of the Improvements, or used by Seller in the operation of the Station, including (without limitation) a 1996 GMC Jimmy 4WD, a 2006 Ford Taurus, 4 additional sections of currently stored tower (identical to the tower currently in use), and approximately 95 feet of 1 $\frac{5}{8}$ -inch currently stored FM transmission line. A 2007 Chevrolet 1/2-ton pickup that is owned by Seller is not included in the Personal Property conveyed by this Contract and will be distributed to Gene Ray Hendryx, Jr. The personal property included in and subject to this Contract are listed in Exhibit "B" attached to this Contract, but the failure to list any items of personal property used by Seller in the operation of the Station shall not exclude them from inclusion in and under this Contract.
  - 1.5 Other Property Rights.** In addition to the Licenses, the Real Property, the Improvements, and the Personal Property, all property rights incidental to the operation and ownership of KVLFF (including, without limitation, all accounts receivable and cash and cash equivalence) are included within this Contract, including all of Seller's good will.
  - 1.6 Title Insurance.** If, (but only if) required by Buyer's lender, Seller, at Seller's sole cost and expense, shall cause to be issued a binder for a policy of title insurance on the real property and the improvements to it as described in Paragraphs 1.2 and 1.3 of this Contract.
- 2 Use of the Property.** The Property shall be used by Alpine Radio for commercial radio broadcasting purposes, and for such other uses as are reasonably necessary to carry out the principal purposes of this Contract, and for any other lawful purpose in accordance with the applicable provisions of the Texas Business Organizations Code.

- 3 **Earnest Money.** Buyer has deposited the sum of **ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS** with Big Bend Title Co. in Alpine, Texas ("the Title Co." or "the Escrow Agent"), as Earnest Money to bind these transactions. The Earnest Money will be applied at the Closing to the cash portion of the Purchase Price.
  
- 4 **Consideration.** The purchase price for the Property and property rights conveyed under and by this Contract and subject to it is **TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 (\$275,000.00) DOLLARS** ("the Purchase Price"). The Purchase Price shall be payable as follows:
  - 4.1 A Promissory Note ("the Big Bend Note") to be executed and delivered by Buyer at the Closing in the amount of the Purchase Price.
  - 4.2 The terms of the Rio Grande Note shall be as follows:
    - 4.2.1 In four equal principal installments **SIXTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 (\$68,750.00) DOLLARS** on or before each March 1 (but not before January 1), beginning March 1, 2015.
    - 4.2.2 The unpaid principal balance shall bear interest at the rate of **FOUR AND THREE-FOURTHS (4¾%) PERCENT**, which shall be payable at the same time and place as the principal installments but shall be in addition to principal.
    - 4.2.3 The Note shall include reasonable attorneys fees, court costs, and other related fees and expenses in the event of default.
  
- 5 **Financing.** Buyer's obligations under this Contract are subject to Buyer being able to obtain financing, in an amount and on terms reasonably acceptable to Buyer, from one or more commercial banks or lending institutions. In the event Buyer is unable to obtain such financing, Buyer's obligations under this Contract will terminate, and the Earnest Money will be returned to Buyer by the Escrow Agent, less any sums or expenses reasonably incurred by Seller in anticipation of the closing of the transactions contemplated by this Contract, such as attorneys fees, escrow charges, the cost of tax certificates, and the cost of a preliminary title insurance policy under Paragraph 1.6 of this Contract.
  
- 6 **Accounts Payable and Accounts Receivable.** An Escrow Account ("the Escrow Account") will be established by the Parties at the Title Co., and all valorem taxes levied or assessed against the Property, and any fees, taxes, insurance, and expenses paid or payable by Seller in connection with the ownership and operation of the Station and that have accrued prior to Closing ("the Accounts Payable") shall be pro rated and paid at the Closing by the Escrow Agent. All Accounts Receivable ("the Accounts Receivable") that accrue prior to Closing shall be paid into the Escrow Account as and when received. After ninety (90) days after Closing, all sums in the Escrow Account will be paid to Seller; any Accounts Receivable that have not been paid prior to the expiration of ninety days after the Closing shall be considered uncollectible and written off. If any of such Accounts Receivable that have been written off are nevertheless collected at a later date, all such sums shall be paid one-half to Seller and one-half

to Buyer. The Escrow Account will be funded with the down payment on the Rio Grande Note as described in Paragraph 4.2.1 of this Contract.

- 7 Risk of Loss.** Risk of loss to the Property, or any part of it, shall follow possession.
- 8 Approval By FCC.** The Parties recognize that the approval by the FCC of the transactions contemplated by this Contract, although expected, is not guaranteed. The Parties will cooperate in obtaining FCC approval. If, after all reasonable efforts by the Parties to obtain FCC approval, the approval by the FCC cannot be obtained, this Contract shall terminate and all sums paid into the Escrow Account shall be returned to Buyer.
- 9 Closing.** The closing of the transactions contemplated by this Contract shall be within ten (10) days after April 1, 2015 ("the Closing"). The Closing shall be at the offices of the Title Co. or at such other place as may be agreeable to the Parties.
- 10 Mutual Agreements.**
  - 10.1** Neither Party to this Contract is delinquent in respect to any payments or obligations under this Contract or in relation to the Property or the Station.
  - 10.2** There is no claim, proceeding, demand, or assessment pending or threatened against or affecting any portion of the Property or affecting either Party to this Contract.
  - 10.3** The Parties and the Shareholders represent each to the others that they have the power and authority to enter into this Contract and that the joinder of any other parties are not required to complete the matters contemplated by this Contract.
- 11 Miscellaneous:** The following terms and conditions are an integral part of the interpretation of this Contract:
  - 11.1 Binding Effect.** This Contract and all provisions of it shall be binding upon and inure to the benefit of the Parties and their heirs, legal representatives, successors, and assigns; it is specifically provided, however, that no assignment or sublease of all or any part of the Property may be effected by Buyer without the prior written consent of Seller, which consent shall not be unreasonably withheld.
  - 11.2 Texas Law To Apply.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created under this Contract are performable in Brewster County, Texas.
  - 11.3 Illegality or Unenforceability.** In case any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid in any respect, then and in that event all remaining provisions of this Contract shall continue in full force and effect the same as if such invalidity had never been contained in this Contract.
  - 11.4 Prior Agreements Superseded.** This Contract constitutes the sole and only agreement of the Parties in regard to the matters discussed in it and supersedes any prior understandings or written or oral agreements between the Parties.

- 11.5 Subsequent Amendments.** No amendment, modification, alteration, or extension of the terms of this Contract shall be binding unless the change or amendment is in writing, dated subsequent to the date of this Contract, and duly executed by the Parties.
- 11.6 Attorneys' Fees.** In the event one of the Parties breaches any of the terms of this Contract as a result of which the party not in default employs attorneys to protect or enforce the non-defaulting party's rights under this Contract and prevails, then the defaulting Party agrees to pay the other Party the reasonable attorney's fees and expenses incurred by that Party.
- 11.7 Force Majeure.** Neither Party shall be required to perform any term, condition, or covenant of this Contract for so long as that performance is delayed or prevented by force majeure, which shall mean any cause not reasonably within the control of the Parties and which by the exercise of due diligence the Parties are unable, wholly or in part, to prevent or overcome.
- 11.8 Cumulative Rights and Remedies.** The rights and remedies provided by this Contract are cumulative, and the use of any one right or remedy by any Party shall not preclude or waive that Party's right to use any and all other remedies. The rights and remedies in this Contract are given in addition to any and all other rights the Parties may have by law, statute, ordinance, or otherwise, and may be exercised and enforced concurrently and whenever and as often the need arises. No waiver by the Parties (or either of them) of any default or breach of any term, condition, or covenant of this Contract shall be a waiver of any other breach of the same or any other term, condition, or covenant contained in this Contract.
- 11.9 Compliance with Law.** Both Parties shall, at all times in connection with this Contract, comply with all applicable governmental rules, regulations, laws, ordinances, and restrictions of every nature whatsoever.
- 11.10 Genders and Singular-Plural.** The feminine, masculine, and neuter gender, wherever used in this Contract, shall be deemed to include the other two genders; the plural shall be deemed to include the singular and the singular the plural, except when a different intention is clearly manifested.
- 11.11 Time of the Essence.** Time is of the essence of this Contract.
- 11.12 Notices.** Any and all notices required by this Contract or desired to be given by any Party shall be given personally or by certified, registered, or express mail, or by commercial carrier service, sent to the Party entitled to the notice at the address set forth below that Party's signature to this Contract unless the Party shall have notified the others in a similar manner of a change of address.
- 11.13 Headings.** The captions in this Contract are for convenience or reference only and shall not define, limit, or qualify the provisions of this Contract.
- 11.14 Multiple Originals.** This Contract may be executed in multiple or counterpoint originals, all of which shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the Parties have caused this Contract to be executed as of the dates mentioned above.

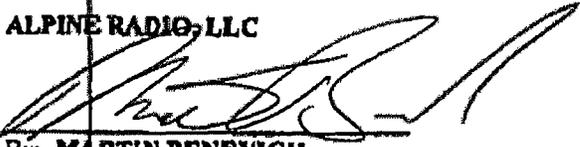
Seller:

**BIG BEND BROADCASTERS, INC.**

  
By: **GENE RAY HENDRYX, JR.**  
President  
P. O. Box 779  
Alpine, Texas 79831

Buyer:

**ALPINE RADIO, LLC**

  
By: **MARTIN BENEVICH**  
President  
102 East Nations  
Alpine, Texas 79830

Shareholders:

  
By: **GENE RAY HENDRYX, JR.**  
P. O. Box 779  
Alpine, Texas 79831

 P.O.A  
**PATRICIA L. HUBBS**  
c/o Chuck Hubbs  
P. O. Box 1987  
Keller, Texas 76248

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*Barney Hubbs Trust by Billy Charles (Chuck) Hubbs*

**BARNEY HUBBS TRUST**  
c/o CHUCK HUBBS  
P. O. Box 1987  
Keller, Texas 76248

*Peggy J. Hawkins*

**PEGGY J. HAWKINS**  
105 Oak Plaza Dr.  
Georgetown, Texas 78628

*Martin Benevich*

**MARTIN BENEVICH**  
102 East Nations  
Alpine, Texas 79830

*Patricia Jane Benevich*

**PATRICIA JANE BENEVICH**  
102 East Nations  
Alpine, Texas 79830

*T. R. P.*

**TOM BEARD**  
P. O. Box 668  
Alpine, Texas 79831

*Val Beard*

**VAL BEARD**  
P. O. Box 668  
Alpine, Texas 79831

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**ACKNOWLEDGMENT AND RECEIPT**

The undersigned Escrow Agent acknowledges the receipt of the Earnest Money.

**BIG BEND TITLE CO.**

By: \_\_\_\_\_  
Address: 309 S. State Street  
Fort Davis, Texas 79734