

## **ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** (the “**Agreement**”) is made effective this 20<sup>th</sup> day of January, 2017 (“**Effective Date**”), by and between **BUCKALEW MEDIA, INC.**, a for profit corporation organized under the laws of the State of Texas (“**Seller**”) and **VENTURA TV VIDEO APPLIANCE CENTER, INC. d/b/a VENTURA BROADCASTING COMPANY**, a corporation organized under the laws of the State of California (“**Buyer**”). Seller and Buyer may collectively be referred to hereinafter as “**Parties**”, or individually as a “**Party**”.

### **RECITALS**

**WHEREAS**, Seller owns and operates commercial digital television broadcast Station KVUI(DT) (Facility ID 78910 ), Pocatello, Idaho, and owns a construction permit for unbuilt digital low-power TV broadcast KVUT-LD (Facility ID 130618), Twin Falls, Idaho (the “**Stations**”);

**WHEREAS**, Buyer desires to acquire substantially all of the assets of the Stations and Seller is willing to convey such assets to Seller.

**NOW, THEREFORE**, in consideration of the mutual covenants contained and agreements set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

1. Assets to be Transferred. On the Closing Date, as defined below, Seller will sell, transfer, assign, and convey to Buyer, and Buyer agrees to purchase and/or assume the following assets (collectively referred to in this Agreement as the “**Assets**”):

a. Licenses and Permits. The FCC License and construction permit listed in Schedule A, attached hereto and incorporated herein by reference, and all other assignable or transferrable governmental licenses, permits, and authorizations held by Seller with respect to the Stations as of the Effective Date, in accordance with the terms and provisions of this Agreement and the Rules and Regulations of the Federal Communications Commission (“**FCC**”);

b. Tangible Assets. All of the fixed assets and tangible personal property listed in Schedule B, attached hereto and incorporated herein by reference;

c. Intangible Assets. All of Seller’s right, title, and interest in and to the call sign, any goodwill associated with the Stations, going concern value, and Seller’s rights to the names “KVUI Television” and “KVUI TV”;

d. Assumed Leases or Contracts. The lease for site of antenna and transmitter site, which Buyer agrees to assume in writing; all other contracts, leases and other agreements, written or oral, as listed in Schedule B, attached hereto and incorporated herein by reference; all obligations of Seller to provide air time; and such further and other contracts, leases, and agreements entered into prior to Closing in the ordinary course of Seller’s business; and

f. Records. Any records required by the FCC to be kept by the Stations and copies of all other business records which relate to or affect the Assets and which belong to Seller and are within its possession and control.

2. Excluded Assets. The following assets are not included as part of this Agreement:
- a. Seller's Company. Seller's organizational documents and ownership in Seller's company;
  - b. Cash and Accounts Receivable. Any cash on hand or in banks, cash equivalents, investments, securities, deposits, accounts receivable and pre-paid expenses arising from operations and transactions of the Stations prior to the Closing Date; and
  - c. Claims, Refunds, and Deductions. Any claims of Seller with respect to operations and transactions of the Stations occurring prior to 11:59 p.m. on the Closing Date including, without limitation, claims for insurance, tax refunds or other refunds of monies paid any governmental agency and refunds of any kind from third parties for costs incurred by Seller.
3. Consideration. The purchase price for the Stations shall be FIVE HUNDRED and SEVENTY FIVE THOUSAND DOLLARS (\$575,000.00) (the "**Purchase Price**"), payable as follows: Seller acknowledges and agrees that Buyer has remitted into an escrow account with Hadden & Associates the sum of \$57,500.00, being ten per cent of the purchase price (the "**Down Payment**"). The Down Payment shall be credited to Buyer at the Closing. The remainder of Purchase Price shall be paid in cash at Closing.
4. FCC Approval.
- a. FCC Approval Required. Consummation of the sale provided for herein (the "**Closing**") is conditioned upon the FCC having given its consent in writing, without any condition materially adverse to Buyer or Seller, to the assignment from Seller to Buyer of all FCC authorizations of Seller used in the operation of the Stations (the "**FCC Approval**"). The Closing Date shall be a date that is within ten (10) business days after Public Notice of FCC Approval has been given.
  - b. Filing of FCC Application. The Parties agree to proceed as expeditiously as practical to prepare assignment applications for FCC Approval, and to file said applications (*i.e.*, FCC Form 314 and FCC Form 345). The filing fees for the applications shall be paid by Buyer. The Parties agree that the applications will be prosecuted in good faith and with due diligence. Buyer will prepare a draft of the FCC assignment application for review and approval by Seller, unless otherwise agreed by the Parties. The Parties agree to vigorously defend the Assignment Applications against third parties that may seek to deny this assignment.
5. Closing Date and Place. Except as otherwise provided herein, the Closing shall take place on a mutually acceptable date (the "**Closing Date**") proposed by Buyer and agreed to by Seller which shall be within ten (10) business days after Public Notice of FCC Approval of the Assignment Applications has been given, provided the conditions specified in this Agreement shall have been met. The Closing will take place at the offices of Seller, or at such other place as Buyer and Seller may select by mutual agreement.

6. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer as follows:

a. Organization and Standing. Seller is a legally formed and constituted company, in good standing under the laws of the State of Texas, possesses all power necessary to own and operate the Stations and to carry out the provisions of this Agreement and has the authority to convey the Assets.

b. Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of Seller. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

c. No Conflicts. The execution, delivery, and performance of this Agreement by Seller, and the consummation of the transactions contemplated hereby do not, and as of the Closing Date, will not (i) violate, conflict with or constitute a default under any law, regulation, ordinance, judgment, decree, arbitral award, governmental license, permit, or other authorization, or any contract, agreement, or other instrument to which Seller is a party, or (ii) require the consent of any third party, except as has been previously disclosed to Buyer.

d. Current and Valid FCC Authorizations. Seller is now and on the Closing Date will be the holder of the FCC License(s) which are necessary for Seller to own and/or operate the Stations, and which are attached. Other than the stated expiration date on the authorizations, no action or proceeding is pending or, to the knowledge of the Seller, threatened before the FCC or other governmental or judicial body, for the cancellation, or material and adverse modification, of Stations' authorizations, and they are in full force and effect. Seller knows of no reason why the FCC would not find it qualified to assign the FCC License to Buyer. As exceptions to the above, *the Parties understand and agree that the FCC is in process of re-allotting substantial television broadcast spectrum for re-sale by auction, GN Docket No. 12-268 (Report and Order released on June 2, 2014). As a result of this initiative, the Stations may be required to change channels, modify facilities, or may be forced to cease operations altogether. Buyer assumes the risk of all changes brought about under this Docket at any time in the future.*

e. Operation of the Stations. Seller is operating the Station KVUI(DT) in all material respects in compliance with FCC Rules and Regulations, and otherwise within the limits of all local, state and Federal laws governing the business of the Stations. There are not now any outstanding unsatisfied FCC citations or cease and desist orders against the Stations. Between the Effective Date and the Closing Date, Buyer will maintain the Station KVUI(DT) physical assets in their present condition, wear and tear and ordinary usage excepted, and will continue to operate Station KVUI(DT) in substantially the same manner in accordance with its past practices, and will not transfer assets, discharge personnel, incur liabilities or take other actions except in the ordinary course of business. Seller has filed all forms and reports with the FCC which are required to be filed, has placed in its public inspection file (including the political

advertising file) all documents which are required to be made available for public inspection, and has paid all requisite federal regulatory fees.

f. Title to the Assets. As of the Effective Date, Seller has good and marketable title to all Assets being assigned to Buyer. All Assets are being accepted by Buyer in “as is” condition without warranties, either express or implied, including warranties of merchantability and fitness for a particular purpose, except as to such manufacturer’s warranties which may still be in existence as of the Effective Date.

g. Claims and Litigation. There is no claim or litigation or proceeding pending or, to the Seller’s knowledge, threatened which affects the title or interest of Seller to or in any of the Assets being assigned to Buyer or the Stations’ technical facilities, or which would prevent or adversely affect the ownership, use, or operation of the Stations by Buyer.

h. Broker. The Parties understand and agree that Doyle Hadden of Hadden & Associates, Inc., with a business address of 147 Eastpark Dr., Celebration, Florida 34747, is the exclusive media broker in connection with this transaction, retained by Seller (the “Broker”). Any and all fees or commissions due Broker will be paid by Seller under a separate agreement. Seller holds Buyer harmless with respect to any obligation to Broker and warrants that there is no other obligation to a broker. Buyer represents and warrants to the other that it has not dealt with any broker in connection with this transaction, and indemnifies and hold the Seller harmless from any and all claims from any broker or finder.

7. Buyer’s Representations and Warranties. Buyer hereby represents and warrants to Seller as follows:

a. Organization and Standing. Buyer is a legally formed and constituted corporation, in good standing under the laws of the State of California, and possesses all power necessary to own and operate the Stations and to carry out the provisions of this Agreement.

b. Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary actions on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors’ rights generally and by judicial discretion in the enforcement of equitable remedies.

c. No Conflicts. The execution, delivery, and performance of this Agreement by Buyer, and the consummation of the transactions contemplated hereby do not, and as of the Closing Date, will not (i) violate, conflict with, or constitute a default under any law, regulation, ordinance, judgment, decree, arbitral award, governmental license, permit or other authorization, or any contract, agreement or other instrument to which Buyer is a party, and (ii) require the consent of any third party, except as has been previously disclosed to Seller.

d. Buyer’s Qualifications. Buyer is legally, financially, and otherwise qualified to be the licensee of and acquire, own, and operate the Stations under the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC.

Buyer knows of no reason or fact that would, under existing law and the existing rules, regulations, policies, and procedures of the FCC disqualify Buyer as assignee of the FCC Licenses or as the owner and operator of the Stations. Pending Closing, Buyer will not take any actions which might impair its ability to become the assignee of the FCC License(s).

e. Financial Qualifications. As of the Effective Date and throughout the Closing Date, Buyer will be financially qualified to undertake performance of the obligations set forth herein, and Buyer will establish its financial qualifications to the satisfaction of the FCC, so that the application for the FCC consent to this transaction shall not be delayed and shall be routinely granted.

8. Risk of Loss. Risk of loss, damage, or destruction to the Assets to be sold and conveyed hereunder shall be upon the Seller until the Closing Date, and after Closing upon the Buyer.

9. Access to Information. Seller shall accord access to Buyer to the Station KVUI(TV) main studio, office, and transmitter site during normal business hours prior to Closing and at times that will not interfere with the operation of the Stations as determined by Seller to review Seller's Assets and technical facilities which pertain to the Stations. After execution of this Agreement and until Closing, Both Parties shall affirmatively and promptly disclose to each other any material matters affecting the Stations, including claims made and contract obligations to be entered into by Seller, which Buyer may agree to assume as set forth in Section 1(d).

10. Expenses. All filing and grant fees charged by the FCC in connection with this transaction will be paid by Buyer. All other expenses incurred in connection with this transaction shall be borne by the Party incurring same, including attorneys, accountants, and advisors retained by or representing them in connection with the negotiation and execution of this Agreement and its Closing. Buyer shall pay the cost of a lien, tax, and judgment search on the Assets if Buyer wants such a search conducted.

11. Conditions Precedent to Buyer's Obligation to Close. Buyer shall not be obligated to close under this Agreement unless and until the following conditions have been met:

a. The FCC Approval shall have been issued by the FCC without any material adverse conditions to Buyer.

b. Seller shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it in all material respects, prior to or as of the Closing Date.

c. Seller shall hold a valid, current, and unexpired FCC License for the Stations until the FCC approves the assignment and transfer to Buyer.

d. The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Effective Date and through the Closing Date.

12. Conditions Precedent to Seller's Obligation to Close. Seller shall have no obligation to close this Agreement unless and until the following conditions precedent are met:

a. The FCC Approval shall have been issued by the FCC without any material adverse conditions to Seller.

b. Buyer shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it in all material respects, prior to or at the Closing Date.

c. Between the Effective Date and the Closing Date, Buyer shall do anything or take any action that will damage the Stations or cause the FCC not to approve the assignment of the FCC License.

d. The representations and warranties of Buyer as set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Effective Date and through the Closing Date.

13. Buyer's Performance at Closing. At the Closing, Buyer will deliver to Seller the remainder of the Purchase Price, and such instruments as Seller may reasonably require in order to consummate the transactions provided for in this Agreement.

14. Seller's Performance at Closing. At the Closing, Seller shall:

a. Deliver to Buyer the FCC authorizations for the Stations, together with such assignments of the same as Buyer may reasonable require.

b. Deliver to Buyer such assignments and further instruments of conveyance as Buyer may reasonably require to effectuate the assignment from Seller to Buyer of the Stations and Assets being conveyed and assigned herein.

15. Survival of Warranties. All representations, warranties, and covenants made by the Parties in this Agreement shall be deemed made for the purpose of inducing the other to enter into this Agreement and shall survive the Closing and remain operative in full force and effect (and shall not be deemed merged into any document or instrument executed or delivered at the Closing) for a period of twelve (12) months after the Closing.

16. Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

17. Events of Default. The following shall, after expiration of the applicable cure period, constitute an event of default ("**Event of Default**"):

(a) Inaccuracy of Representations and Warranties. Any of the material covenants, representations or warranties of a Party contained herein are inaccurate in any material respect;

(b) Failure to Perform Material Obligation. Any material obligation to be

performed by a Party hereto has not been substantially performed during the period specified herein for performance; or herein by a party hereto has not been substantially satisfied or complied with by the Closing Date.

(c) Cure Period. In the event of any occurrence described in 17 (a) – (b) above, the Party in default shall have a thirty (30) day period after written notice of such deficiency to cure such default. Where practicable, a default may be cured by the payment of a sum of money. No cure period shall apply to the failure by Buyer timely to remit the balance due at the Closing.

## 18. Remedies.

(a) Seller's Remedies. Upon the occurrence of an Event of Default and after the lapse of all applicable cure periods, the Seller may (provided that it is not also in default):

(i) Terminate this Agreement. Upon the occurrence of an Event of Default, Seller may terminate this Agreement. Upon termination, Seller shall be entitled to retain the Down Payment.

(b) Buyer's Remedies. Upon the occurrence of an Event of Default and after the lapse of all applicable cure periods, Buyer may (provided that it is not also in default):

(i) Terminate this Agreement. Upon termination, the Buyer shall be entitled to the return of the Down Payment as escrowed under para. 3 hereof.

(ii) Specific Performance. The Parties agree that it is impossible to determine the precise damages that may occur as a result of a breach of this Agreement by Seller. In addition to any and all other remedies which may be available to Buyer in law or in equity, Buyer may seek specific performance of this Agreement.

## 19. Termination.

(a) Termination by Seller. This Agreement may be terminated by Seller and the purchase and sale of the Assets abandoned, if Seller is not then in material default, upon written notice to Buyer, upon the occurrence of any of the following:

(i) Conditions. If, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Buyer set forth in this Agreement have not been satisfied or waived in writing by Seller.

(ii) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Seller, that would prevent or make unlawful the Closing.

(iii) Failure to Close. If Buyer shall fail timely to remit the balance of the Purchase Price at the Closing.

(b) Termination by Buyer. This Agreement may be terminated by Buyer and the purchase and sale of the Stations abandoned, if Buyer is not then in material default, upon written notice to Seller, upon the occurrence of any of the following:

(i) Conditions. If, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Seller set forth in this Agreement have not been satisfied or waived in writing by Buyer.

(ii) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Buyer, that would prevent or make unlawful the Closing.

(c) Termination by Either Party. This Agreement may be terminated by either Party, if the terminating Party is not then in material default, upon written notice, if the Closing shall not have occurred within twelve (12) months after public notice of the FCC's acceptance for filing of the assignment application (the "**Upset Date**"). Upon termination, Buyer shall be entitled to the return of the Down Payment into escrow provided in para. 3 hereof.

(d) Termination Remedies. If this Agreement is terminated pursuant to subsection (a), (b) or (c) above and neither Party is in material breach of any provision of this Agreement, the Parties hereto shall not have any further liability to each other with respect to the purchase and sale of the Assets.

20. Notices. Any notices, requests, demands, or consents required or permitted to be given hereunder shall be deemed to have been given on the date of personal service or on the date of receipt by the Party to whom such notice is to be given, and shall be addressed to the addressee at the address stated below, or at the most recent address specified by notice under this provision.

If to Seller:

Robert Buckalew, President  
Buckalew Media, Inc.  
11675 Jollyville Rd., Suite #125  
Austin, TX 78759

With a copy not constituting notice to:

Dan J. Alpert, Esq.  
The Law Office of Dan J. Alpert  
2120 N. 21<sup>st</sup> Rd.  
Arlington, VA 22201

If to Buyer:

Mark Shirin, President  
Ventura TV Video Appliance Center Inc.  
3619 E. Ventura Ave.



Fresno, CA 93702

With a copy not constituting notice to:

Michael Couzens, Esq.  
Law Office  
6536 Telegraph Ave., Suite B201  
Oakland, CA 94609

21. Further Assurances. Each of the Parties hereto shall execute and deliver to the other Party hereto such other instruments as may be reasonably required in connection with the performance of this Agreement.

22. Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho and the rules, regulations, and policies of the FCC. Should it be necessary for a Party to bring an action in court to interpret or enforce this Agreement, the prevailing party in court shall be entitled to receive, in addition to any other relief, its court costs and reasonable attorneys' fees.

23. Assignments. Neither Party may assign its rights or obligations under this Agreement to a third party without the express written consent of the other Party. This Agreement shall be binding on the Parties' successors and assigns. This Agreement does not create a joint venture or partnership and Seller and Buyer shall not be deemed to be partners or joint ventures of each other.

24. Entire Agreement. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the sale and purchase of the Assets to be sold and purchased hereunder and may not be changed or terminated orally, and no attempted change, termination, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both Parties.

25. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement.

26. Headings. The headings herein are for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement.

27. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

28. Waiver. All rights and remedies of any Party under this Agreement are cumulative and are not exclusive of any other right or remedy arising from a breach of this Agreement. Any waiver by any Party hereto of any breach of or failure to comply with any provision of this Agreement shall be in writing and shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply

with, any other provision of this Agreement. The consent of any Party hereto required hereunder to any act or occurrence shall not be deemed to be a consent to any other act or occurrence.

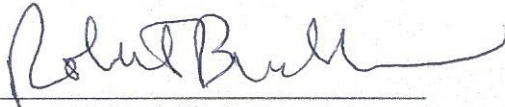
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**SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective as of the Effective Date.

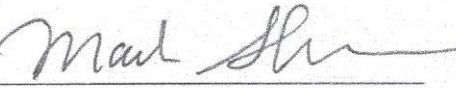
**SELLER:**

**BUCKALEW MEDIA, INC.**

By:   
Robert Buckalew  
President

**BUYER:**

**VENTURA TV VIDEO APPLIANCE CENTER, INC.**  
**d/b/a VENTURA BROADCASTING COMPANY**

By:   
Its: President

**SCHEDULE A: FCC Authorizations**

<b><u>Description</u></b>	<b><u>File No.</u></b>	<b><u>Expiration Date</u></b>
Station KVUT-LD	BPDTL-20100506AAB	N/A
Station KVUI(DT)	BLCDT-20081121ALB	10/1/2022

**COPIES ATTACHED.**



United States of America  
**FEDERAL COMMUNICATIONS COMMISSION**  
**TELEVISION BROADCAST STATION LICENSE**

Authorizing Official:

Official Mailing Address:

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BUCKALEW MEDIA, INC.  
8408 SWEETNESS LANE  
AUSTIN TX 78750

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Kevin R. Harding  
Associate Chief  
Video Division  
Media Bureau

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Facility Id: 78910  
Analog TSID: 3694  
Digital TSID: 3695  
Call Sign: KVUI  
License File Number: BLCDT-20081121ALB  
This license covers permit no.: BPCDT-20080618ADE

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Grant Date: May 10, 2011  
This license expires 3:00 a.m.  
local time, October 01, 2006.

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Callsign: KVUI

License No.: BLCDT-20081121ALB

Name of Licensee: BUCKALEW MEDIA, INC.

Station Location: ID-POCATELLO

Frequency (MHz): 572 - 578

Channel: 31

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Antenna type: (directional or non-directional): Directional

Description: SWR, SWMPS28BF/31

Beam Tilt: 1.6 Degrees Electrical

Major lobe directions            250  
(degrees true):

Antenna Coordinates: North Latitude:    42 deg   55 min   15 sec  
   West Longitude:   112 deg   20 min   44 sec

Transmitter output power: 0.97 kW  
   -0.13 DBK

Maximum effective radiated power (Average):            68.5 kW  
   18.4 DBK

Height of radiation center above ground:            156 Meters

Height of radiation center above mean sea level: 2057 Meters

Height of radiation center above average terrain: 447 Meters

Antenna structure registration number: 1012051

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1    The license expiration date provided herein is tolled pursuant to 47 U.S.C. §307(C)(3) pending a final decision on the station's license renewal application. Furthermore, this license is subject to any action taken by the Commission on the renewal application.

\*\*\*    END OF AUTHORIZATION    \*\*\*

**LICENSE RENEWAL AUTHORIZATION**

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION  
FOR RENEWAL OF LICENSE, BRCDT-20140602ATX,  
WAS GRANTED ON 10/16/2015 FOR A TERM  
EXPIRING ON 10/01/2022.

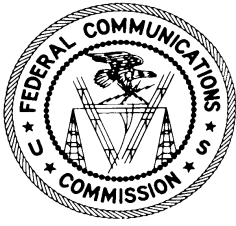
THIS IS YOUR LICENSE RENEWAL AUTHORIZATION  
FOR STATION KVUI.

FACILITY ID: 78910

LOCATION: POCA TELLO, ID

THIS CARD MUST BE POSTED WITH THE STATION'S  
LICENSE CERTIFICATE AND ANY SUBSEQUENT  
MODIFICATIONS.

BUCKALEW MEDIA, INC.  
8408 SWEETNESS LANE  
AUSTIN, TX 78750



United States of America  
**FEDERAL COMMUNICATIONS COMMISSION**  
**DIGITAL LOW POWER TELEVISION/TELEVISION TRANSLATOR**  
**BROADCAST STATION CONSTRUCTION PERMIT**

Authorizing Official:

Official Mailing Address:

BUCKALEW MEDIA, INC.  
8408 SWEETNESS LANE  
AUSTIN TX 78750

Hossein Hashemzadeh  
Associate Chief  
Video Division  
Media Bureau

Facility Id: 130618

Grant Date: May 17, 2011  
This permit expires 3:00 a.m.  
local time, November 17, 2014.

Call Sign: KVUT-LD

Permit File Number: BPDTL-20100506AAB

This Permit Modifies Permit No.: BNPTTL-20000831EDD

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.

Name of Permittee: BUCKALEW MEDIA, INC.

Station Location: ID-TWIN FALLS

Frequency (MHz): 674 - 680

Channel: 48

Hours of Operation: Unlimited



Transmitter: Type Accepted. See Sections 74.750 of the Commission's Rules.

Antenna type: (directional or non-directional): Directional

Description: KAT 4X2 K72314

Major lobe directions            190  
(degrees true):

Beam Tilt: Not Applicable

Antenna Coordinates: North Latitude:        42 deg   43 min   46 sec

West Longitude:        114 deg   25 min   15 sec

Maximum Effective Radiated Power (ERP):            15 kW

Transmitter Output Power:                            0.75 kW

Height of radiation center above ground:            38 Meters

Height of radiation center above mean sea level: 1330 Meters

Antenna structure registration number: 1246611

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Out-of-Channel Emission mask: Stringent

Special operating conditions or restrictions:

- 1    This authorization is subject to the condition that low power television is a secondary service, and that low power television and television translator stations must not cause interference to the reception of existing or future full service television stations on either allotted NTSC or DTV channels, and must accept interference from such stations.
  
- 2    This authorization is subject to the condition that any future modification will not result in a relocation within 121 kM of the top 100 markets as described in Public Notice announcing commencement of Rural First-come, First-served Digital Licensing released June 29, 2009, Report # DA 09-1487

\*\*\*    END OF AUTHORIZATION    \*\*\*

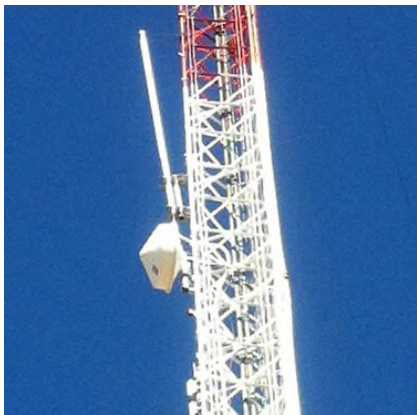
**EXHIBIT B: Schedule of Assets**

**KVUI-DT STUDIO EQUIPMENT INVENTORY**

HARMONIC THREE CHANNEL ENCODER/MUX  
COBALT CALM COMPLIANT AUDIO PROCESSOR  
RUSHWORKS HD/SD INGEST AND PLAYOUT  
SAGE EAS ENCODER/DECODER  
DTV INNOVATIONS DYNAMIC PSIP GENERATOR  
SAPPHIRE TIME DELAY/NETWORK INTEGRATION UNIT FOR MeTV  
MeTV SATELLITE RECEIVER  
VARIOUS DESKS, MONITORS, OFFICE AND LOBBY  
FURNITURE, COMPUTERS  
MULTI-LINE PHONE SYSTEM

**KVUI-DT TRANSMISSION EQUIPMENT**

ELECTROSYS T613VZ 1KW UHF ATSC TRANSMITTER  
SWR SWMPS28BF/31 TV TRANSMISSION ANTENNA, SIDE MOUNTED  
175+ METERS OF AIR DIELECTRIC 5 INCH FEED LINE  
SPARE PARTS FOR TRANSMITTER INCLUDING BACK-UP EXCITER



**KVUI-DT ANTENNA**



**KVUI-DT TRANSMITTER BUILDING**

### **SCHEDULE C: Assumable Contracts**

“Lease Agreement” dated June 1, 2015, by and between Idaho Broadcast Partners LLC and Buckalew Media, Inc. (tower lease)

“Lease Agreement” dated October 28, 2015, by and between Idaho Broadcast Partners LLC and Buckalew Media, Inc. (office space lease)

“Ion Affiliation Agreement” dated July 12, 2016, by and between ION Television Net, Inc. and Buckalew Media, Inc.

“MeTV Network Station Affiliation Binding Term Sheet” dated April 24, 2015 by and between MeTV National Limited Partnership and Compass Communications of Idaho, Inc.