

K246BV PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "**Agreement**") is entered into as of the 27th day of JUNE, 2013 (the "**Effective Date**"), by and between Butterfield Broadcasting Corporation, Gregory I. Smith ("**Seller**") and Donald C. Whitman ("**Buyer**"). WITNESSETH:

WHEREAS, Seller is the holder of construction permit of FM broadcast translator station K246BV, Wenatchee, Washington (Facility ID No. 139112) (the "**Station**"); and WHEREAS, Seller desires to sell and assign and Buyer desires to purchase and acquire certain assets owned or held by Seller for use in the operation of the Station; and WHEREAS, the license issued by the "Federal Communications Commission " or ("FCC") for the operation of the Station (the "Permit (CP)") may not be assigned to Buyer without the prior written consent of the Commission;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the parties do hereby agree as follows:

1. SALE OF ASSETS AND ASSIGNMENT OF LICENSES

At the Closing, Seller shall sell or assign and transfer to Buyer and Buyer shall purchase from Seller the following assets ("Assets"), free and clear of liens, encumbrances, and other security interests except as specifically provided herein:

A. Licenses/CP/ Authorizations: (copy as EXHIBIT A number 24)

The construction permit issued by the FCC authorizing construction of the Station (FCC file no. BMPTF-20130510ABX~ issued June 12, 2012 together with any and all other licenses, permits, permissions and other authorizations that are issued by other governmental agencies and that are associated exclusively with the Station, and all applications for modification, extension or renewal thereof pending on the Closing Date.

B. Contracts: (agreement will be discussed and agreed upon at closing)

Lease agreement with Apple Valley TV Association, Inc. for use of the transmitter site of the Station (the "**Lease**") to be signed by Buyer within 20 days after closing OR within 10 days **before** construction of the station. (Pre-Authorization for use of the communications site for FM broadcast translator station K246BV, Wenatchee, Washington has been granted by the TV Association upon filing of the BMPTF-20130510ABX application).

2. ASSETS EXCLUDED:

It is understood and agreed that the Assets purchased pursuant to this Agreement shall not include:

- (a) any tangible personal property other than the Construction Permit, it being understood that Buyer shall provide all equipment needed to program and operate the Station;
- (b) any right to occupy the Station's current transmitter site, other than arrangement of the Lease, and any other studio or office sites to be used in the operation of the Station.
- (c) assets (other than those specifically listed in Paragraphs A and B of Section 1) held by Seller and intended for use in Seller's other businesses;
- (d) Seller's cash, bank accounts, accounts or notes receivable and investment; and (e) Seller's tax and corporate records.

3. PURCHASE PRICE AND TERMS:

The purchase price for the Assets being purchased by Buyer hereunder (the "**Purchase Price**") is Six Thousand Dollars (\$6,000), all of which shall be due and payable at the Closing. Both Buyer and Seller shall rely upon such allocation for all tax reporting purposes.

4. EXPENSES:

All expenses incurred with respect to the preparation and implementation of this Agreement and the transactions contemplated hereunder shall be paid by the party incurring the same, provided, however, that FCC filing fees for the application described in Paragraph 6, and recording fees, documentary stamp taxes, revenue stamps and all other similar charges on conveyances from Seller to Buyer, if any, will be one-half by Buyer and one-half by Seller.

5. ASSUMPTION OF LIABILITIES:

At the Closing Buyer shall not assume responsibility for any of Seller's liens, taxes, debts, accounts payable, contracts or employment-related obligations, including severance pay, health insurance or retirement plans, or any other liabilities.

6. FILING OF FCC APPLICATIONS:

Buyer and Seller agree to proceed no later than ten (10) days from the Effective Date to file an application requesting FCC consent to the transactions herein set forth (the "**Assignment Application**"). The parties agree to prosecute the Application, defend it against challenges and file any amendments or additional information requested by the FCC, all in good faith and with due diligence, such that it may be granted and become "Final" (that is, no longer subject to reconsideration, review or appeal by the FCC or any court of competent jurisdiction) as soon as possible.

7. TERMINATION:

A. If the Commission has not granted the Assignment Application within nine months after the Effective Date, then either Buyer or Seller may terminate this entire Agreement upon written notice to the other, provided that the party seeking to terminate is not in default hereunder.
B. Either party may terminate this Agreement if the other shall be in material breach hereof and if the said breach shall not have been cured within ten (10) days of written notice thereof by the party seeking to terminate, **provided, however**, that if any such breach is not reasonably susceptible of being cured within ten (10) days, then the party in breach shall have undertaken to cure the breach with all reasonable diligence and shall have cured the breach as promptly as is reasonably practicable.

8. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties, all of which have been relied upon by Buyer in entering into this Agreement and, except as specifically otherwise provided, all of which shall be true and correct on the Closing Date:

A. **Organization:** Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Washington and has full power and authority to enter into and perform this Agreement.

B. **Authorization:** The execution, delivery and performance of this Agreement have been duly authorized by the Seller, and constitutes a valid and binding Agreement of Seller, enforceable in accordance with its terms.

C. **No Contravention:** The execution, delivery and performance of this Agreement by Seller will not violate any provision of its organizational documents and will not result in the breach of, or constitute a default under, or violate any provision of, any agreement or other instrument to which Seller or any of its principals is a party or by which it or they or any of the Assets is bound or affected.

D. Compliance with Laws; Litigation:

There is no judgment outstanding and, to the best of Seller's knowledge, no litigation, proceeding or investigation of any nature (other than that intended to affect substantial segments of the industry as a whole) pending or threatened which is likely to materially and adversely affect the operation of the Station, the use by Buyer of the Assets, or Seller's ability to timely consummate all of the transactions contemplated herein.

9. COVENANTS OF SELLER

A. **Negative:** Between the date hereof and the Closing Date or earlier termination of this Agreement, Seller will not sell, assign, lease, convey, or otherwise transfer or dispose of any of the Assets, whether now owned or hereafter.

B. **Affirmative:** Pending the Closing Date, Seller will:

- (i) Give to Buyer, its counsel, engineers, accountants and other authorized representatives, reasonable access during normal business hours of all of the properties, premises, books and records pertaining to the Station for the purposes of inspection;
- (ii) Promptly notify Buyer of any unusual or material developments with respect to the Station; and remove any and all violations of Commission rules or regulations which come to its attention or assume responsibility for the costs of removing same, including the payment of any fines that may be assessed for any such violation.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER:

Buyer makes the following representations, warranties and covenants, all of which have been relied upon by Seller in entering into this Agreement and, except as specifically otherwise provided, all of which shall be true and correct on the Closing Date:

A. **Organization:** Buyer is a **Individual** duly organized, validly existing, and in good standing under the laws of the State of Washington and has full power and authority to enter into and perform this Agreement.

B. **Authorization:** The execution, delivery and performance of this Agreement has been duly authorized by Buyer, and constitutes a valid and binding agreement of Buyer, enforceable in accordance with its terms.

C. **No Contravention:** The execution, delivery and performance of this Agreement by Buyer will not violate any provision of its organizational documents and will not result in the breach of, or constitute a default under, or violate any provision of, any agreement or other instrument to which Buyer or any of its principals is a party or by which it or they is bound or affected.

D. **Qualification:** Buyer is fully qualified, legally and financially, to become the licensee of the Station and to timely consummate all of the transactions contemplated by this Agreement.

11. CONTROL OF STATION:

Nothing contained in this Agreement shall be construed as giving Buyer any right to directly or indirectly supervise or direct the operation of the Station prior to the Closing. Such operation shall be the sole responsibility of Seller. Effective on the Closing Date and thereafter, Seller shall have no control over, nor right to intervene or participate in, the operation of the Station.

12. RISK OF LOSS:

The risk of loss or damage to any of the Assets shall be upon Seller prior to the Closing, and thereafter upon Buyer.

13. CLOSING DATE AND PLACE:

The Closing Date and time shall be fixed by Buyer by giving at least five (5) days' written notice thereof to Seller. Unless extended by mutual written consent of Buyer and Seller, the date of Closing shall be ten (10) days after grant of the Assignment Application, provided, however, that if a petition to deny shall have been filed against the Assignment Application then either Buyer or Seller may defer closing until ten (10) days after grant of the Assignment Application shall have become Final. The Closing shall take place at the Seller's offices or at such other location or in such other manner as the parties may mutually agree. At the Closing, Seller shall deliver to Buyer such bills of sale, assignments and other instruments of conveyance transferring title of the Assets as Buyer may reasonably request.

14. REMEDIES UPON TERMINATION OR DEFAULT:

If this Agreement is terminated due to no fault of either Buyer or Seller, then neither party shall have any liability to the other. If the Agreement is terminated due to a material default of Seller then, in addition to any other remedies to which it may be entitled, Buyer may seek a decree of specific performance, it being agreed by both Buyer and Seller that the Assets to be conveyed hereunder are unique and irreplaceable, and that monetary damages alone may not suffice to compensate Buyer for the loss of an opportunity to acquire the Station on the terms set forth herein.

15. INDEMNIFICATION:

Seller shall indemnify, defend, and hold Buyer harmless against all claims, demands and legal actions and will reimburse Buyer for any damages (including legal fees incurred with respect to same) resulting from, or arising out of, the material breach by Seller of any of its representations, warranties or covenants set forth herein. Buyer shall indemnify, defend and hold

Seller harmless against all claims, demands and legal actions, and will reimburse Seller for any damages (including legal fees incurred with respect to same) resulting from, or arising out of, the material breach by Buyer of any of its representations, warranties or covenants set forth herein.

Should any claims covered by the foregoing provisions be asserted against either party, the party being charged shall notify the other promptly and give it an opportunity to defend the same; the parties shall extend reasonable cooperation to each other in connection with such defense.

16. SURVIVAL:

The representations, warranties, covenants, and agreements contained herein and in any certificate or other instrument delivered pursuant hereto shall be deemed and construed to be continuous and shall survive the Closing hereunder for a period of six (6) months.

17. BROKER/FINDER:

Buyer and Seller hereby mutually represent that there are no finders, consultants or brokers involved in this transaction and that neither Seller nor Buyer has agreed to pay any brokers', 'finders' or 'consultants' fees in connection with this transaction.

18. NOTICES:

All necessary notices, demands and requests shall be deemed duly given if mailed by registered or certified mail, postage prepaid, addressed as follows:

Seller:

Butterfield Broadcasting Corporation
P. O. Box 53248
Bellevue, Washington 98015
Attn: Gregory I. Smith, Vice-President

Buyer:

Donald C. Whitman
1819 Jefferson Street
Wenatchee, Washington 98801
509-663-5071 home 509-670-8413 cell

With a copy, which shall not constitute notice, to:

Lonnie England C.E.
981 Crawford Ave
Wenatchee, WA 98801
509-293-4125 home 509-860-5485 cell

19. CONSTRUCTION:

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and to this end only the provisions of this Agreement are declared severable.

20. ASSIGNMENT AND BENEFIT:

This Agreement is not assignable by either Buyer or Seller without written consent of the other. This Agreement and all of the obligations set forth herein shall be binding upon the parties and their respective heirs, assigns and successors.

21. COOPERATION:

Each party hereto agrees to perform such further acts and to execute and deliver such further documents as may be necessary or desirable to effectuate the purposes of this Agreement.

22. TIME OF ESSENCE:

Time is of the essence with respect to every provision of this Agreement.

23. ENTIRE AGREEMENT:

This Agreement embodies the entire agreement among the parties and supersedes all prior agreements and understandings among the parties. No attempted change, termination or waiver of any of the provisions hereof shall be binding except by a written instrument signed by the party against which the same is sought to be enforced.

24. EXHIBIT-A CURRENT FCC CONSTRUCTION PERMIT:

Licensee: BUTTERFIELD BROADCASTING CORPORATION
Service Designation: FX Translator Station (retransmits signal, different channel than main station)
Channel/Class: 246D Frequency: 97.1 MHz Modification of Construction Permit
File No.: BMPFT-20130510ABX@@@Facility ID number: 139112
CDBS Application ID No.: 1554593
This station rebroadcasts KCSY (FM).
@47° 27' 51.00" N Latitude Site in Canadian Border Zone
120° 12' 26.00" W Longitude (NAD 27) Distance to Border: 171.0 km
Change of Community of License from WATERVILLE, WA to WENATCHEE, WA
Directional Antenna ID No.: 31326 @@ Pattern Rotation: 0.00
Relative Field values for directional antenna@@@@ Relative Field polar plot
Relative field values do not include any pattern rotation that may be indicated above.
CDBS: Station Info Application Info Mailing Address Assignments and Transfers
Application List CDBS Search Page Call Sign Changes
Correspondence for K246BV Correspondence for application BMPFT-20130510ABX
First Record
*** 1 Records Retrieved ***
@@ Polarization: Horizontal Vertical
@@ Effective Radiated Power (ERP): 0. 0.01 kW ERP
@@ Antenna Height Above Average Terrain: 0. 0. meters HAAT -- Calculate HAAT
@@ Antennabsp;Height@Above@Mean@Sea@Level:@@@@@ 0. 1072. meters AMSL
@@ Antenna@Height@Above@Ground@Level:@@@@@ 0. 30. meters AGL

25. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

EXECUTED on the day first above written.

ATTEST: **BUTTERFIELD BROADCASTING CORPORATION**

Date: **By** _____
Gregory J. Smith, Vice-President (Seller)

ATTEST: **Donald C. Whitman**

Date: **By** _____
Donald C. Whitman (Buyer)

SCANNED SIGNATURE PAGE OF AGREEMENT OF BOTH PARTIES

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EXECUTED on the day first above written.

ATTEST:

BUTTERFIELD BROADCASTING CORPORATION

July 9, 2013
Date:

By

Gregory J. Smith
Gregory J. Smith, Vice-President (Seller)

ATTEST:

Donald C. Whitman

JUNE 27, 2013
Date:

By

Donald C. Whitman
Donald C. Whitman (Buyer)

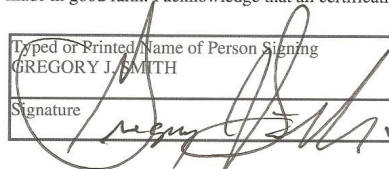
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CDBS Print

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the application has or has had any interest in or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the application; or b. any pending broadcast application in which character issues have been raised.	See Explanation in [Exhibit 5]
8. Adverse Findings. Licensee/permittee certifies that, with respect to the licensee/permittee and any party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another government unit; or discrimination.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 6]
9. Local Public Notice. Licensee/permittee certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.	<input checked="" type="radio"/> Yes <input type="radio"/> No
10. Auction Authorization. Licensee/permittee certifies that more than five years have passed since the issuance of the construction permit for the station being assigned/transferred, where that permit was acquired in an auction through the use of a bidding credit or other special measure.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 7]
11. Anti-Drug Abuse Act Certification. Licensee/permittee certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No
12. Anti-Discrimination Certification. Licensee/permittee certifies that neither licensee/permittee nor any party to the application have violated the Commission's prohibition against discrimination on the basis of race, color, religion, national origin or sex in the sale of commercially operated FM translator, TV translator, or low power television stations.	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A See Explanation in [Exhibit 8]

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations.

Typed or Printed Name of Person Signing GREGORY J. SMITH	Typed or Printed Title of Person Signing VICE-PRESIDENT
Signature 	Date 06/20/2013

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).


NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

Section III - Assignee/Transferee

1. Certification. Assignee/transferee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee/transferee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	<input checked="" type="radio"/> Yes <input type="radio"/> No
2. Legal Name of the Assignee/Transferee DONALD C. WHITMAN	

<https://licensing.fcc.gov/cgi-bin/ws.exe/prod/cdb/forms/prod/cdbsmenu.hts?context=25&f...> 6/27/2013

SCANNED SIGNATURE PAGE OF FCC-345 BY DON WHITMAN

from the licensee of the station whose programs are to be retransmitted N/A			
Primary station proposed to be rebroadcast:			
Facility ID Number	Call Sign	City	State
41319	KCSY	TWISP	WA
11. a. Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).		<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A See Explanation in [Exhibit 16]	
b. Applicant certifies that the FM translator's (a) coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 60 dBu contour is contained within the lesser of: (i) the 2 mV/m daytime contour of the AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the AM primary station's transmitter site.		<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 17]	
NOTE: If No to a. and b., and no waiver has been requested in an Exhibit, this application is unacceptable for filing. See 47 C.F.R. Section 74.1231(d). If No to a. and Yes to b. applicant is prohibited from receiving any support, before or after construction, either directly or indirectly from the commercial primary station being rebroadcast or from any person or entity having any interest whatsoever, or any connection with the primary FM station. Interested and connected parties include group owners, corporate parents, shareholders, officers, directors, employees, general and limited partners, family members and business associates. See 47 C.F.R. Section 74.1232(e).			
12. Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.		<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A See Explanation in [Exhibit 18]	
13. Auction Authorization. Assignee/Transferee certifies that where less than five years have passed since the issuance of the construction permit and the permit had been acquired in an auction through the use of a bidding credit or other special measure, it would qualify for such credit or other special measure.		<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 19]	
14. Anti-Drug Abuse Act Certification. Assignee/Transferee certifies that neither assignee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.		<input checked="" type="radio"/> Yes <input type="radio"/> No	
15. Equal Employment Opportunity (EEO). If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.		<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	
I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)			
Typed or Printed Name of Person Signing DONALD C. WHITMAN		Typed or Printed Title of Person Signing INDIVIDUAL	
Signature 		Date 06/27/2013	

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

<https://licensing.fcc.gov/cgi-bin/ws.exe/prod/cdbs/forms/prod/cdbsmenu.htm?context=25&f...> 6/27/2013

PUBLIC NOTICE

THIS IS A PUBLIC NOTICE AS REQUIRED BY THE FEDERAL COMMUNICATIONS COMMISSION. 47 C.F.R. Section 73.3580 requires that applicants for consent to assignment of a construction permit or license for an AM, FM, or TV broadcast station give local notice in a newspaper of general circulation in the community to which the station is licensed. Public Notice is hereby given for the transfer of assignment of Construction Permit K246BV a FM Translator operating on 97.1 Mhz, Facility ID number: 139112, Licensed to Wenatchee, WA, and will be re-broadcasting KCSY-FM-Twisp, WA, to be transferred from current owner, Butterfield Broadcasting Corporation of Bellevue, WA, to Donald C. Whitman of Wenatchee, WA. This FCC Form-345 was filed with the commission on July 11, 2013. A copy of the application is available in the Public File of KCSY-FM at 109 S. Glover, Twisp, WA and at KCSY-FM, 33 N. Chelan Ave, Wenatchee, WA. For further information please visit www.fcc.gov.

(Submitted to Wenatchee World-Wenatchee, WA on July 11, 2013 along with instructions for publication).

(Submitted to David Herald of KCSY-FM for Broadcast Notice along with instructions for airing notice).