

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT dated as of 2-28-2022 (this "Agreement"), by and between AD ASTRA PER ASPERA BROADCASTING, INC., a Kansas corporation ("AAPAB"), and DAVIES COMMUNICATIONS, INC., a Kansas corporation ("DAVIES").

WITNESSETH:

WHEREAS, DAVIES is the licensee of FM broadcast station KBBE(FM), McPherson, Kansas (96.7 MHz), AM broadcast KNGL(AM) McPherson, Kansas (1540) and FM Translator K255DK(FM) McPherson, Kansas (98.9) pursuant to authorizations issued by the Federal Communications Commission (the "FCC");

WHEREAS, on the terms and conditions described herein and subject to the approval of the FCC, AAPAB desires to purchase and DAVIES desires to sell the assets and FCC licenses associated with KBBE(FM), KNGL(AM) and K255DK(FM).

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Sale of Assets.

(a) KBBE(FM), KNGL(AM) and K255DK(FM).

(i) On the Closing Date (as hereinafter defined), DAVIES shall sell, assign and transfer to AAPAB, and AAPAB shall purchase, assume and receive from DAVIES, the assets, properties, interests and rights of DAVIES which are held by DAVIES and used or useful solely in connection with the operation of KBBE(FM), KNGL(AM) and K255DK(FM), as specifically identified in (A) through (E) below (the "DAVIES Assets") (but excluding the Excluded Assets described in subparagraph (iii) below):

(A) that equipment, machinery, furniture, furnishings, fixtures, office materials, and other tangible personal property of DAVIES used solely in the conduct of the business and operations of KBBE(FM), KNGL(AM) and K255DK(FM) and identified on Schedule 1 hereto (the "DAVIES Tangible Personal Property"), (together with such improvements to and replacements of the specified assets as may occur between the date hereof and the Closing Date).

(B) All of the licenses, permits, applications, and other authorizations, including the authorizations issued by the FCC (collectively, the "KBBE, KNGL and K255DK Licenses"), the Federal Aviation Administration (the "FAA"), if any, and any other federal, state or

local governmental authorities to DAVIES in connection with the conduct of the business and the full on-air operations of KBBE(FM), KNGL(AM) and K255DK(FM) identified on Schedule 2 hereto;

(C) All of DAVIES's right, title and interest in and to any leasehold interests in real property or any fee simple interest in real estate (the "KBBE, KNGL and K255DK Real Property Leases" or "KBBE, KNGL and K255DK Real Property ") used or useful in the conduct of the business and operations of KBBE(FM), KNGL(AM) and K255DK(FM), as identified on Schedule 3 hereto;

(D) Those contracts entered into by DAVIES relating solely to the business and operations of KBBE(FM), KNGL(AM) and K255DK(FM) that AAPAB agrees to assume, as specifically identified on Schedule 4 hereto (the "KBBE, KNGL and K255DK Contracts").

(E) All logs, files, data, software, FCC and other governmental applications, equipment manuals and warranties, and other records relating to the full on-air broadcast operations of KBBE(FM), KNGL(AM) and K255DK(FM), including without limitation all electronic data processing files and systems, FCC filings and all records required by the FCC to be kept by KBBE(FM), KNGL(AM) and K255DK(FM).

(ii) The DAVIES Assets shall be conveyed to AAPAB free and clear of all liens, mortgages, pledges, covenants, easements, restrictions, encroachments, leases, charges, or other claims or encumbrances of any nature whatsoever ("Liens"), except for current real estate taxes not yet due and payable and other than easements, covenants and non-monetary encumbrances granted in the ordinary course of business and which will not interfere in any material respect with the operation of KBBE(FM), KNGL(AM) and K255DK(FM) ("Permitted Liens") provided that such Liens may be discharged at Closing as further provided in Section 7(a)(vi) below. Except as expressly set forth herein, AAPAB is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of DAVIES of any kind, absolute or contingent, known or unknown, specifically including, without limitation, any liability, obligation or agreement to retain any DAVIES employee, or with respect to termination thereof, or any employee benefit or expense, and the execution and performance of this Agreement shall not render AAPAB liable for any such liability, obligation, undertaking, expense or agreement. All of such liabilities and obligations shall be referred to herein as the "DAVIES Retained Liabilities."

(iii) DAVIES shall not sell, assign or transfer to AAPAB (i) any assets, of whatever kind or nature, which are held by DAVIES and used principally in

connection with the operations of any station or stations other than KBBE(FM), KNGL(AM) or K255DK(FM), or (ii) the following assets relating to KBBE(FM), KNGL(AM) or K255DK(FM) (the "DAVIES Excluded Assets"):

1 Cash on hand and in banks (or their equivalents) and accounts receivable arising out of the operation of KBBE(FM), KNGL(AM) and K255DK(FM) prior to the Closing date.

2 All rights of DAVIES under all leases (other than Real Property Leases), and under all contracts or other agreements not listed on Schedule 4, including contracts of insurance and insurance proceeds of settlement and insurance claims made by DAVIES relating to property or equipment repaired, replaced, restored by DAVIES prior to the Closing Date;

3 All pension, profit-sharing, retirement, stock purchase or savings plans or trusts and any assets thereof and all other employee benefit plans;

4 All deposits and all prepaid expenses and taxes;

5 DAVIES's corporate records; and

6 Such other assets of DAVIES as may be identified on Schedule (1).

2. Purchase Price.

(a) Upon the terms and subject to the conditions contained in this Agreement, on the Closing Date (as hereafter defined), AAPAB shall pay to DAVIES the sum of Six Hundred Fifty Thousand Dollars (\$650,000.00)

3. FCC Consent: Assignment Application. Not later than five (5) business days after the date of this Agreement, DAVIES and AAPAB shall execute, file and vigorously prosecute applications with the FCC (each an "Assignment Application," together the "Assignment Applications") requesting its consent (the "FCC Consent") to the assignment from DAVIES to AAPAB of the KBBE(FM) Licenses, KGNL(AM) Licenses and K255DK(FM) Licenses. DAVIES and AAPAB shall take all reasonable steps to cooperate with each other and with the FCC to secure such FCC Consents without delay, and to promptly consummate this Agreement in full. Each party shall bear one half the cost of the Assignment Application fees payable to the FCC, but shall otherwise be responsible for all of its own costs with respect thereto.

4. Closing Date; Closing Place. The closing (the "Closing") of the transactions contemplated by this Agreement shall occur on a date (the "Closing Date") mutually agreed upon by DAVIES and AAPAB which shall be no later than ten (10) days following the date on which both the FCC Consent and the Modification Application shall have been granted by the FCC, and become Final Orders (as hereinafter defined). For purposes of this Agreement, the term "Final Order" means action by the FCC consenting to an application which is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing or appeal is pending, and as to which the time for filing any such request, petition or appeal or reconsideration by the FCC on its own motion has expired. The Closing shall be held by mail or in such other manner as mutually agreed upon by the parties.

5. Representations and Warranties of DAVIES. DAVIES hereby makes the following representations and warranties to AAPAB which shall be true as of the date hereof and on the Closing Date:

(a) DAVIES is a Corporation, duly organized, validly existing and in good standing under the laws of the State of Kansas. DAVIES has the requisite organizational power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by DAVIES and no other proceedings on the part of DAVIES are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement and each ancillary document and instrument to be executed and delivered hereunder (the "Transaction Documents") has been and will be duly and validly executed and delivered by DAVIES and constitutes and will constitute the legal, valid and binding obligation of DAVIES enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(b) The performance of this Agreement by DAVIES will not (i) conflict with or result in any breach of any provision of the articles of incorporation or by-laws of DAVIES; (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation relating to the DAVIES Assets and to which DAVIES is subject, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to DAVIES, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to DAVIES,

the DAVIES Assets, (iv) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on the DAVIES Assets, or (v) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(c) Schedule 1 hereto contains a list of all material tangible personal property and assets owned or leased by DAVIES for use in connection with the business and operations of KBBE(FM), KNGL(AM) and K255DK(FM) (other than the DAVIES Excluded Assets). DAVIES owns and has, and will have on the Closing Date, good and marketable title to all such property. For purposes of this Section, material Tangible Personal Property shall be items of such property valued at One Hundred Dollars (\$100.00) or more.

(d) Schedule 2 hereto contains a true and complete list of the KBBE(FM), KNGL(AM) and K255DK(FM) Licenses and all other licenses, permits, applications or other authorizations from governmental or regulatory authorities used in the business and operations of KBBE(FM), KNGL(AM) and K255DK(FM) in the manner it is presently operated. DAVIES is the authorized legal holder of the KBBE(FM), KNGL(AM) and K255DK(FM) Licenses identified on Schedule 2 hereto. The KBBE(FM), KNGL(AM) and K255DK(FM) Licenses are validly issued and are in full force and effect. DAVIES is in compliance in all material respects with all applicable federal, state and local laws, rules and regulations, including, without limitation, the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC (collectively, the "Communications Laws"). Other than the proceedings affecting the radio broadcasting industry generally, and any proceeding identified on Schedule 2 hereto, (i) there is not now pending or threatened any action by or before the FCC to revoke, cancel, rescind, or modify any of the KBBE(FM), KNGL(AM) and K255DK(FM) Licenses, and (ii) DAVIES has not received any notice of and has no knowledge of any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against KBBE(FM), KNGL(AM) and K255DK(FM) as operated by DAVIES. KBBE(FM), KNGL(AM) and K255DK(FM) are currently and, at the Closing Date shall be, operating in material compliance with the KBBE(FM), KNGL(AM) and K255DK(FM) Licenses. The KBBE(FM), KNGL(AM) and K255DK(FM) tower facilities identified on Schedule 3 have been issued "no hazard" determinations by the FAA and, if required, Antenna Structure Registrations by the FCC.

(e) Schedule 3 contains a complete description of all real property leased or owned by DAVIES in connection with KBBE(FM), KNGL(AM) and K255DK(FM). DAVIES has valid leasehold interests in the Real Property Leases described on Schedule 3, and no party is in material breach or default with respect thereto.

(f) There is no broker or finder or other person who would have any valid claim against DAVIES for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by DAVIES.

(g) There is no litigation, proceeding or governmental investigation pending or to the knowledge of DAVIES, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to DAVIES, or KBBE(FM), KNGL(AM) and K255DK(FM) or the KBBE(FM), KNGL(AM) and K255DK(FM) Licenses that could prevent or materially impede the consummation by DAVIES of the transactions contemplated by this Agreement.

(h) All of the DAVIES Assets that are insurable in character are insured against loss, injury or damage to the full extent of their replacement value.

(i) DAVIES has duly, timely and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed with respect to KBBE(FM), KNGL(AM) and K255DK(FM), and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid. No event has occurred which could impose on DAVIES any liability for any taxes, penalties or interest due or to become due from DAVIES from any taxing authority.

6. DAVIES Covenants. DAVIES covenants with AAPAB that, between the date hereof and the Closing Date, subject to the provisions of the LMA, DAVIES shall act in accordance with the following:

(a) DAVIES shall operate KBBE(FM), KNGL(AM) and K255DK(FM) only in the ordinary course of business and in accordance with past practice, and DAVIES will not, without the prior written consent of AAPAB, sell, lease, transfer or agree to sell, lease or transfer any of the Assets without replacement thereof with an equivalent asset of equivalent kind, condition and value that satisfies industry standards for such assets, or create any Lien on the DAVIES Assets.

(b) DAVIES shall operate KBBE(FM), KNGL(AM) and K255DK(FM) in material compliance with applicable law, including the Communications Laws.

7. Conditions Precedent to Obligation to Close.

(a) The performance of the obligations of AAPAB hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) DAVIES shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by DAVIES prior to or as of the Closing Date;

(ii) The representations and warranties of DAVIES 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 Closing Date;

(iii) The FCC Consents contemplated by this Agreement shall have been obtained;

(iv) DAVIES shall have obtained the necessary consents to assignment of the KBBE(FM), KNGL (AM) and K255DK(FM) Real Property Leases from the landlords thereof, if required under such Real Property Leases, and shall have delivered to DAVIES on or before the Closing Date a Consent executed by each landlord;

(v) No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered, against any party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby; and

(vi) Other than Liens to be discharged by DAVIES on or before the Closing Date, there shall not be any Liens on the Assets or any financing statements of record.

8. Closing Deliveries.

(a) Prior to or at the Closing, DAVIES will execute and deliver to AAPAB the following, each of which shall be in form and substance satisfactory to DAVIES and its counsel:

(i) A Bill of Sale in a form acceptable to AAPAB and other instruments of transfer and conveyance, dated the Closing Date, in form and substance so as to effectively and legally transfer and assign to AAPAB the DAVIES Assets and effectively vest in AAPAB good and marketable title to the DAVIES Assets

(ii) An Assignment and Assumption of the KBBE(FM), KNGL(AM) and K255DK(FM) Licenses;

(iii) An Assignment and Assumption of the KBBE(FM), KNGL(AM) and K255DK(FM) Real Property Leases;

(iv) Consents to assignment (if required under the KBBE(FM), KNGL(AM) and K255DK(FM) (Real Property Lease) from each landlord;

(v) Certified copies of the resolutions of the Board of Directors of DAVIES authorizing and approving the execution and delivery of this Agreement and the Transaction Documents, and consummation of the transactions contemplated hereby;

(vi) A certificate of existence or good standing for DAVIES from the Secretary of State of the State of Kansas;

(vii) A certificate, dated the Closing Date, executed an officer of DAVIES, certifying the fulfillment of the conditions set forth in Section 7(a)(i) and (ii) hereof;

(viii) Payoff letters and termination statements with respect to any lien of record; and

(x) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as AAPAB shall reasonably request, each in form and substance satisfactory to AAPAB and its counsel.

9. Indemnification.

(a) Following the Closing DAVIES shall indemnify, defend and hold harmless AAPAB with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon or incurred by AAPAB directly or indirectly relating to or arising out of: (i) the breach by DAVIES of any of its representations or warranties, or failure by DAVIES to perform any of its covenants, conditions or agreements set forth in this Agreement; (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to DAVIES' s ownership of KBBE(FM), KNGL(AM) and K255DK(FM) prior to the Closing.

(b) The several representations and warranties of DAVIES and AAPAB contained in or made pursuant to this Agreement shall be deemed to have been made on the date of this Agreement and on the Closing Date, shall survive the Closing Date for a period of twenty-four (24) months following the Closing Date or, in the case of a third-party claim, until the applicable statute of limitations with respect to such claim shall have expired.

10. Termination. This Agreement may be terminated by either DAVIES or AAPAB, if the party seeking to terminate is not in default or breach of any of its material obligations under this Agreement, upon written notice to the other upon the occurrence' of any of the following: (i) if, on or prior to the Closing Date, the other party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the non-breaching party; or (ii) if either of the Assignment Applications are designated for hearing or denied by Final Order; or (iii) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement; or (iv) if the Closing has not occurred before October 1, 2022.

11. Specific Performance. The parties acknowledge that the KBBE(FM), KNGL(AM) and K255DK(FM) Assets are unique assets not readily available on the open market and that in the event that DAVIES, with respect to KBBE(FM), KNGL(AM) and K255DK(FM), fails to perform its obligation to consummate the transaction contemplated hereby, irreparable harm may occur to AAPAB as to which money damages alone will not be adequate to compensate such party for its injury. The parties therefore agree and acknowledge that in the event of a failure by either DAVIES to perform its obligation to convey the assets of KBBE(FM), KNGL(AM) and K255DK(FM) in connection with the consummation of the transactions contemplated hereby, AAPAB shall be entitled to specific performance of the terms of this Agreement and of DAVIES's obligation to consummate the

transaction contemplated hereby. If any action is brought by AAPAB to enforce this Agreement, DAVIES shall waive the defense that there is an adequate remedy at law.

12. Notices. All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery (or refusal thereof), or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to AAPAB, to:

Ad Astra Per Aspera Broadcasting, Inc.
10 East 5th Ave
Hutchinson, KS 67501
Attn: Chris Shank

with a copy (which shall not constitute notice) to:

J. Stanley Hill
Gilliland Green
PO Box 2977
Hutchinson, KS 67504-2977

If to DAVIES, to:
411 E. Euclid
McPherson, KS 67460

with a copy (which shall not constitute notice) to:

Brian L. Bina
Karstetter & Bina, L.L.C.
PO Box 1103
McPherson, KS 67460

13. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas, without giving effect to the choice of law principles thereof.

14. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without

invalidating the remainder of such provision or any other provisions hereof, unless such a construction would be unreasonable.

15. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

16. Expenses. Except as otherwise set forth in this Section, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. Any sales or transfer taxes and fees relating to the conveyance of the assets hereunder shall be paid by the party conveying the assets.

17. Risk of Loss. The risk of any loss, taking, condemnation, damage or destruction of or to any of the DAVIES Assets related to KBBE(FM), KNGL(AM) and K255DK(FM) an ("Event of Loss") (on or prior to the Closing Date shall be upon DAVIES and the risk of any Event of Loss subsequent to the Closing Date shall be upon AAPAB.

18. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement (except to an affiliated entity) without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

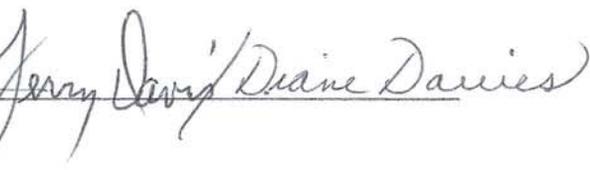
19. Entire Agreement. This Agreement, and the Exhibits and Schedules attached hereto, supersede all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Ad Astra Per Aspera Broadcasting, Inc.

By 

Davies Communications, Inc.

By 

Schedule 1

DAVIES Tangible Personal Property

Main Studio

KITCHEN

Dining table and Four chairs

One folding Chair

Shelves with a mail box for each employee

Rented Copy Machine—Business Solutions

****DAVIES KEEPS GENERATOR IN KITCHEN AREA**

OFFICES

Manager's office—Desk and 2 Chairs, whiteboard, table

Sports Editor's Office—Desk with two chairs, shelves

Sports Directors Office—Desk, two chairs, two file cabinets

Each Desk has a laptop

Chair in control room with desk

Chair in sports Broadcast room with desk

Front Office Entrance

Brown Sofa

Two Chairs

Desk

Two filing cabinets

Stamp Machine

Cubicles down from Manager's Office

3 Cubicles—three chairs, three desks, filing cabinet

Davies keeps

Closet in hall—Davies personal items

In Sports Director's Office: Old panel from original station with old reel to reel tapes on it—Davies Personal panel

Baby Furniture-shelving, handmade

Antique Radio in Foyer

5 personal laptops

Inventory

Control Central Room

1. 1-Audio Arts 12 Channel Broadcast Studio Console.
2. 2-Shure Broadcast Mics
3. 3- 1 Rolls 4 Channel Mic Mixer
4. 1 - 24/7 PDM on air delay
5. 1- Germini Single Tray CD Player
6. 1- Stanton 2 tray CD player
7. 1- Weather/News Monitor Video
8. 1- Smarts Video Monitor
9. 1-Smtrex Tel to Console Board Interface
10. Old EAS Monitor HU 962 Holly Ann
11. 2-Computer keyboards
12. 1 Dell Weather Computer
13. 1 Audio Arts Console power supply
14. 2-101 guest mics. Audio Tech MKII

PRODUCTION ROOM

1. 1 Audio Arts Recording Sound Board
2. 1-Telephone interface to sound board
3. 1-2Bay CD player
4. 1-Shure Broadcast mic
5. 1-Shure Guest mic
6. 1-CMS Computer for Audio production
7. 1-Dell Video monitor for CMS computer
8. 2- Bookshelf Speakers

9. 2-Keyboards
10. 1-Video Monitor for Smarts AM
11. 1-Audio Antennas Main Power Supply\

NEWSROOM

1. 1-Arrakis Arc 8 Console and Shone Broadcast mic
2. 1-Del Computer
3. 1-Del Monitor
4. 1-Telephone Console Interface
5. 1-Audio Amp FM Monitor
6. 1-JK Broadcast Remote EQ. 3 headsets and mic.

CASEY'S OFFICE

1. 1 Del Computer Streaming
2. 1-Video Monitor
3. 1-AM/FM Receiver

EQ Racks In Casey's Office

Rack 1

1. 1-Audio Switch Router AM/FM
2. 2-LAN Internet Routers Internet Computers
3. 3-Sate RX Receivers for AM Programming
4. 1-KIN SATE RX for Royals and KIN, this is lease from WIBW
5. 1-Chiefs SATE Audio RX
6. 2-Smarts Telephone Smartcasters
7. 2-Smarts RiDZ Aidop Switcher Controllers
8. 2-Smarts Mainframe Computers 1-AM 1-FM
9. 1-Smarts main frame Server for Smarts Communication

RACK 2

1. 1-Marti FM Broadcast STL
2. 1-Orban Optomod FM Stream Processor
3. 1-Wheatstone Audio Processor FM
4. 4. 3-CRL FM Stream Processors
5. 1-Sage EAS Receiver TX RX
6. 1- Starlink SATE RX

RACK 3

1. 1-Marti AM STL
2. 2- CRL AM Audio processors
3. 1- Stereo RX AMP for Distribution to house speakers
4. 1-Audio Level Display S.U.
5. 2-UPS Back Up Power Supplies

AM/FM TX Room

1. AM Mod Monitor
2. 1-CRL A< Mod Peak Contoller
3. 2-Belar FM Mod Monitor Stereo Monitor
4. 2- Marti STLs AM/FM RX's
5. 4-Sine Systems Remote TX Controls
6. 1- FX50 B/E FM Exciter
7. 1- Harris MW 1 AM TX
8. 1-Harris FM 3.5K TX
9. 1- TE Systems Dehydration for FM TX Line
10. 1-Nauel VS1 FM TX 98.9 MHZ
11. 1-Nicom Cavity FM Filtr Band Pass Cavity Filtr

TOWER

1. 1-fm 4 Bay Antenna 96.7Mhz
2. 1-Beacon Twin Lite Top of Tower
3. 1-FM ISO For TX FM 96.7MHZ
4. 1-FM ISO for TX FM 98.9
5. 1-AM ISO Tunning Shed For AM
6. 1 FM 1 Bay Antenna Nicom 98.9MKH
7. 1-289 foot Tower
8. 1-500' APP. 1"5/8 Annew Helex Hand Line 96.7
9. 1-450' App. 7/8 Foam Handline 98.9

Schedule 2

Current FCC Licenses, Authorizations
and Pending Authorizations for DAVIES

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast License	KBBE	BOA-20151120AAV	6/25/2014	6/1/2029
Broadcast License	KNGL	BOA-20151120AAV	8/13/2013	6/1/2029
Broadcast License	K255DK-FM	BOA-20151120AAV	1/31/2022	6/1/2029

KBBE(FM), Facility ID 15841, Station License FCC File No. BLH-20130710AAO and renewal FCC File No. 0000133634 (granted 1/28/2022)

KNGL(AM), Facility ID 15840, Station License FCC File No. BL-20130719CZL and renewal FCC File No. 0000133630 (granted 1/28/2022)

FM translator K255DK, Facility ID 202501, FCC File No. 0000180039 (granted 1/14/2022)

WPZS305 Aural Studio Transmitter Link to KBBE site

WPZR916 Aural Studio Transmitter Link to KNGL site

Antenna Structure Registration No. 1053438

Pending Applications

None

Antenna Structure Registration

Registration Number	Issue Date	Coordinates	Overall Height	Owner
0009601410		<u>38° 20' 19" N, 97° 40' 06" W</u>	80m	Davies Communications
0009601410		<u>38° 20' 19" N, 97° 40' 06" W</u>		Davies Communications
0009601410		<u>38° 20' 19" N, 97° 40' 06" W</u>	72m	Davies Communications

Broadcast Auxiliary Stations

Type of Authorization	Call Sign	FCC File Number	Issue Date	Expiration Date
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Schedule 3

DAVIES Real Property Leases and Fee Simple Ownership

1. Studio Lease/Ownership Legal Description

411 East Euclid McPherson, KS 67460

All that part of the following described lots lying South and East of the Easterly line of the right-of-way of Chicago, Rock Island and Pacific Railroad: Lots Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), Block Forty-six (46), McPherson, and Fractional Lots Seven (7), Eight (8), Nine (9), Ten (10), and Eleven (11), Block Forty-six (46), Miller Addition No. 1 to McPherson according to the recorded plat thereof.

2. Tower Lease/Ownership Legal Description

DAVIES Contracts

None