

## IMPROVED PROPERTY COMMERCIAL CONTRACT

1. **PARTIES:** ZIA BROADCASTING COMPANY, LLC, a Delaware limited liability company, ("Seller"), agrees to sell and convey to ZIA RADIO GROUP, LLC, a New Mexico limited liability company, ("Buyer"), and Buyer agrees to buy from Seller, the Property (as defined below), upon and subject to the terms and conditions set forth in this Improved Property Commercial Contract (this "Contract") entered into by Seller and Buyer to be effective as of December 22, 2021 (the "Effective Date"). Seller and Buyer are sometimes collectively referred to hereinafter as the "Parties" and individually as a "Party."

2. **PROPERTY:**

A. The real property being sold under this Contract consists of (1) approximately 5.6436 acres of real property, more or less, located in Borger, Hutchinson County, Texas and more particularly described as "Tract 1" on Exhibit "A" attached hereto and incorporated herein ("Tract 1"); (2) the real property commonly known as 710 County Road K, Clovis, Curry County, New Mexico 88101, and more particularly described as Tract 2 on Exhibit "A" ("Tract 2"); and (3) the real property commonly known as 1520 Hammett St., Clovis, Curry County, New Mexico 88101, and more particularly described as Tract 3 on Exhibit "A" ("Tract 3"). Tract 1, Tract 2, and Tract 3 are sometimes collectively referred to hereinafter as the "Real Property."

B. The Real Property is being sold by this Contract together with:

(1) Seller's interest in and to that certain Lease of Land (Long Term) dated April 21, 1965 between Seller and Strong Capital VIII, LLC (as amended and assigned, the "Lease") concerning the real property and improvements thereon consisting of 3.67 acres, as more particularly described in the Lease, (the "Leased Property");

(2) all buildings, improvements, and fixtures located on the Real Property;

(3) all furniture, fixtures, equipment, and other tangible personal property of Seller located at the Real Property and/or the Leased Property, excluding any cars, trucks, and/or any other motorized vehicles located on the Real Property or the Leased Property, (the "Personal Property");

(4) all rights, privileges, and appurtenances of Seller pertaining to the Real Property and/or the Leased Property, including Seller's right, title, and interest (if any) in any utilities, adjacent streets, alleys, strips, gores, and rights-of-way; and

(5) Seller's interest in all third-party warranties or guaranties, if transferable, relating to the Real Property and/or the Leased Property, any fixtures, equipment, buildings, or improvements thereon, and/or the Personal Property.

C. The Real Property, the Personal Property, and the other property and interests described in Section 2.B. of this Contract are sometimes collectively referred to hereinafter as the "Property."

D. Tract 1 does not include and there shall be reserved from the conveyance of Tract 1 for Seller and Seller's successors and assigns, all of Seller's interest in the oil, gas, and other minerals that are in, on, under, and that may be produced from Tract 1; provided, however that Seller shall not have the right of entry ingress and egress over the surface of Tract 1 for the purpose of mining, drilling exploring, or developing the oil, gas, or other minerals. Notwithstanding anything to the contrary, nothing in this Contract shall be construed as preventing Seller and Seller's successors and assigns from using, exploring for, developing or producing the oil, gas, and other minerals in and under Tract 1, or lands pooled or unitized therewith, by pooling or by wells drilled and other subsurface operations in and under Tract 1, including, without limitation, directional or horizontal drilling techniques, fracturing, and other completion operations, originating from surface locations not on Tract 1, or by any other method that does not require ingress and egress over the surface of Tract 1; provided, however, that such methods

Seller: 

Buyer: 

shall not enter or bottom under Tract 1 at a depth of not less than two hundred (200) feet beneath the surface of Tract 1.

3. **SALES PRICE:** The purchase price for the Property is Two Hundred Thousand and No/100 Dollars (\$200,000.00) (the "Sales Price"). Buyer shall pay the Sales Price as follows: (a) Buyer shall pay Seller the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) in cash or certified funds at or before closing; and (b) the balance of the Sales Price will be paid by Buyer as set forth in Section 4 of this Contract.

4. **NOTE; DEED OF TRUST/MORTGAGE; AND SECURITY AGREEMENT:**

A. Promissory Note. At closing, Buyer shall execute and deliver to the Title Company a Promissory Note (the "Note") pursuant to the terms of this Contract. The Note shall be payable by Buyer to the order of Seller, for the principal sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) and shall be in substantially the same form as that contained on Exhibit "B" attached hereto and incorporated herein by reference.

B. Deed of Trust/Mortgage. At closing, Buyer shall execute and deliver to the Title Company a Deed of Trust from Buyer to Seller covering Tract 1 (the "Deed of Trust") and a Mortgage from Buyer to Seller covering Tract 2 and Tract 3 (the "Mortgage"). The Deed of Trust covering shall be in substantially the same form as that contained on Exhibit "C" attached hereto and incorporated herein by reference, and the Mortgage shall be in substantially the same form as that contained Exhibit "D" attached hereto and incorporated herein by reference.

C. Security Agreement. At closing, Buyer shall execute and deliver to the Title Company a Security Agreement covering, among other things, the Personal Property located on the Real (the "Security Agreement"). The Security Agreement shall be in the same or substantially the same form as that contained on Exhibit "E" attached hereto and incorporated herein by reference.

D. Personal Guaranties. At closing, Rick Keefer and David Lansford shall each execute and deliver to the Title Company, a Guaranty Agreement (each, a "Guaranty Agreement") guaranteeing Buyer's obligations under the Note. The Guaranty Agreement shall be in substantially the same form as that contained on Exhibit "F" attached hereto and incorporated herein by reference.

5. **EARNEST MONEY:** Not later than 3 days after the effective date described in Paragraph 24, Buyer must deposit Ten Thousand and No/100 Dollars (\$10,000.00) as earnest money in trust with First Texas Title Company, LLC, Attn: Andy McCall (the "Title Company") at 3417 Curry Lane, Abilene, Texas 79606. If Buyer fails to timely deposit the earnest money, Seller may terminate this Contract by providing written notice to Buyer before Buyer deposits the earnest money. Buyer may instruct the Title Company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer. The earnest money will be credited to the cash portion of the Sales Price at closing.

6. **TITLE POLICY AND SURVEY:**

A. Title Policy:

- (1) Seller, at the expense of Seller, will furnish Buyer an Owner's Policy of Title Insurance for the Real Property (each, a "Title Policy") issued by a reputable title insurance company represented by the Title Company in the amount of \$100,000.00 for Tract 1 and \$100,000.00 for Tract 2 and Tract 3, dated at or after closing, insuring Buyer against loss under the Title Policy, subject only to:

- (a) those title exceptions permitted by this Contract or as may be approved by Buyer in writing; and  
(b) the standard printed exceptions contained in the promulgated form of Title Policy unless this Contract provides otherwise.

Seller:   
Buyer: 

- (2) The standard printed exception as to area boundaries may be deleted from the Title Policy at the sole expense of Buyer.
- (3) Buyer may object to any restrictive covenants on the Real Property within the time required under Paragraph 6C.

B. Survey: Buyer may obtain surveys of the Real Property at Buyer's expense. If obtained, the surveys must be made by a Registered Professional Land Surveyor acceptable to the Title Company.

C. Buyer's Objections to the Commitment:

(1) Within 7 days after Buyer receives the commitment and copies of the documents evidencing title exceptions, Buyer may object to matters disclosed in the items if the matters disclosed constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this Contract or liens that Seller will satisfy at closing or Buyer will assume at closing.

(2) Seller may, but is not obligated to, elect to cure Buyer's timely objections within 7 days after Seller receives the objections. The Closing Date will be extended as necessary to cure the objections. If Seller fails to elect to cure the objections by the time required, Buyer may terminate this Contract by providing written notice to Seller within 2 days after the time by which Seller must elect to cure the objections. If Buyer terminates pursuant to this Paragraph, the earnest money will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object.

7. **INSPECTION:** BUYER ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE RIGHT AND OPPORTUNITY TO CONDUCT, AND BUYER HAS CONDUCTED, ANY AND ALL INVESTIGATIONS OF THE PROPERTY, INCLUDING INSPECTIONS OF THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON, UNDER, DISCHARGED FROM, OR POTENTIALLY MIGRATING UPON THE PROPERTY. BUYER ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON SUCH INVESTIGATIONS AND THE INVESTIGATIONS AND REPORTS OF BUYER'S CONSULTANTS AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO.

8. **BROKERS:** No brokers are involved. Buyer and Seller each (as to any claim through such Buyer or Seller, as the case may be) agree to indemnify the other against such claim and the payment of any brokerage fee.

9. **CLOSING:**

A. The closing of the sale of the Property shall occur on or before January 31, 2022 (the "Closing Date"), except as otherwise provided herein. Buyer shall obtain all required licenses and approvals necessary for the operation of the KCLV, KTQM, KWKA, and KQTY radio stations at the Real Property (the "Licenses and Approvals") on or before the Closing Date. In the event that Buyer does not obtain the Licenses and Approvals on or before January 31, 2022, Buyer may extend the Closing Date, provided, however, if Buyer does not obtain the Licenses and Approvals by February 28, 2022 (the "Outside Date"), then Seller may terminate this Contract by delivering written notice to Buyer. If Seller terminates pursuant to this Paragraph, the earnest money will be refunded to Buyer and Seller shall have no further liability to Buyer. Buyer shall use commercially reasonable efforts to obtain the Licenses and Approvals on or before the Outside Date. Except as otherwise provided herein, if either Party fails to close by the Closing Date, the non-defaulting Party may exercise the remedies in Paragraph 15 of this Contract.

B. At closing, Seller will deliver a Special Warranty Deed for Tract 1 and a Special Warranty Deed for Tract 2 and Tract 3, in substantially the same form as those attached hereto as Exhibit "C" and Exhibit "H"

Seller:   
Buyer: 

respectively and incorporated herein (collectively, the "Deeds"). Seller will convey the Real Property at closing:

- (1) with no liens, assessments, or other security interests against the Real Property which will not be satisfied out of the sales price unless securing loans Buyer assumes; and
- (2) with no persons in possession of any part of the Real Property as lessees, tenants at sufferance, or trespassers, except as approved by Buyer prior to closing.

C. At closing, Seller, at Seller's expense, will also deliver:

- (1) tax statements showing no delinquent taxes owing on the Real Property;
- (2) a Bill of Sale for the Personal Property in the form attached hereto as Exhibit "I" (the "Bill of Sale").
- (3) an Assignment of Lease for the Lease in the form attached hereto as Exhibit "J" (the "Assignment").
- (4) evidence that the person executing this Contract is legally capable and authorized to bind Seller; and
- (4) any notices, statements, certificates, consents or other documents required by this Contract or law necessary to convey the Real Property, all of which must be completed and executed by Seller as necessary.

D. At closing, Buyer will:

- (1) pay the Sales Price pursuant to the terms of this Contract;
- (2) deliver Buyer's counterpart signature to the Bill of Sale;
- (3) deliver Buyer's counterpart signature to the Assignment;
- (4) deliver evidence that the person executing this Contract is legally capable and authorized to bind Buyer;
- (5) execute and deliver the Note;
- (6) execute and deliver the Deed of Trust and Mortgage;
- (7) execute and deliver the Security Agreement;
- (8) deliver the Guaranty Agreements, signed by each guarantor; and
- (9) execute and deliver any notices, statements, certificates, or other documents required by this Contract or law necessary to close the sale.

#### 10. [RESERVED]

#### 11. SPECIAL PROVISIONS:

- A. Application(s) for Licenses and Approvals. Within 30 days after the Effective Date, Buyer shall provide written evidence reasonably satisfactory to Seller that Buyer has submitted all required applications, documents, and other information necessary to obtain the Licenses and Approvals prior to the Outside Date.
- B. Collection of Accounts Receivable. Notwithstanding anything in this Contract to the contrary, all of Seller's accounts receivable relating to Seller's operation of its business(es) prior to closing are excluded

Seller:   
Buyer: 

from the transaction and sale of the Property contemplated by this Contract. From and after the Closing Date, if Buyer receives or collects any funds relating to any accounts receivable of Seller pertaining to the period of time prior to the Closing Date, Buyer will remit such funds to Seller within two (2) business days after its receipt thereof. This Paragraph 11B survives closing.

- C. Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Contract and the transactions contemplated herein shall be borne by Buyer. Buyer will timely file any tax return or other document with respect to such taxes or fees (and Seller will cooperate as reasonably necessary). This Paragraph 11C survives closing.
- D. Employees. Immediately before closing, Seller will terminate the employment of its employees who work at the Real Property. Buyer may offer employment, effective immediately after the closing, to any or all of such employees, upon such terms and conditions as Buyer elects in its sole discretion.

## 12. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following in cash at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) one-half of any escrow fee;
- (5) costs to record any documents to cure title objections that Seller elects to cure; and
- (6) other expenses that Seller will pay under other provisions of this Contract.

B. Buyer's Expenses: Buyer will pay for the following in cash at or before closing:

- (1) all loan fees or expenses (for example, application fees, origination fees, discount fees, appraisal fees, assumption fees, recording fees, tax service fees, mortgagee title policy expenses, credit report fees, document preparation fees; interest expense that Buyer's lender requires Buyer to pay at closing, and other fees required by Buyer's lender);
- (2) preparation fees of the Deeds, Deed of Trust, Mortgage, Security Agreement, Guaranty Agreements, and any financing statement;
- (3) recording fees for the Deeds, Deed of Trust, Mortgage, and any financing statement;
- (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this Contract.

## 13. PRORATIONS AND ROLLBACK TAXES:

A. Prorations:

- (1) Real property and personal property taxes for the Property will be prorated to the Closing Date.

Seller: 

Buyer: 

(2) If the amount of taxes for the year in which the sale closes is not available on the Closing Date, taxes will be prorated on the basis of taxes assessed in the previous year and such prorations will be final.

B. Rollback Taxes: If Seller changes the use of the Property before closing or if a denial of a special valuation on the Property claimed by Seller results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 13B survives closing.

14. **CASUALTY LOSS**: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller will assign all insurance rights and proceeds it is entitled to receive as a result of such casualty to Buyer and Buyer will accept the Property in its damaged condition and accept an assignment of any insurance proceeds Seller is entitled to receive.

15. **DEFAULT**:

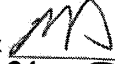

A. If Buyer fails to comply with this Contract, Buyer is in default and Seller may (1) seek specific performance and/or such other relief as may be provided by law or in equity against Buyer, or (2) terminate this Contract and receive the earnest money as liquidated damages, thereby releasing the Parties from this Contract.

B. If Seller fails to comply with this Contract, Seller is in default and Buyer may (1) seek specific performance and/or such other relief as may be provided by law or in equity against Seller, or (2) terminate this Contract and receive the earnest money as liquidated damages, thereby releasing the Parties from this Contract.

16. **ATTORNEY'S FEES**: If Buyer or Seller is a prevailing Party in any legal proceeding brought under or with relation to this Contract or this transaction, such Party is entitled to recover from the non-prevailing Party all costs of such proceeding and reasonable attorney's fees. This Paragraph 16 survives closing.

17. **[RESERVED]**

18. **DISCLOSURE**: SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER (EXCEPT AS TO WARRANTY OF TITLE), WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE PROPERTY OR THE BUSINESSES ON THE REAL PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREWITH OR THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER SHALL MAKE A PHYSICAL INSPECTION OF THE PROPERTY AND SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY FOR BUYER'S INTENDED USE. SELLER MAKES NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY AS TO THE COMPLIANCE WITH REGULATIONS OR LAWS PERTAINING TO THE HEALTH OR ENVIRONMENT, AND THE SALE AND CONVEYANCE OF THE PROPERTY SHALL BE "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND BUYER EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. ONCE THE CLOSING OCCURS, BUYER AND ITS SUCCESSORS AND ASSIGNS HAVE, AND WILL BE DEEMED TO HAVE, ASSUMED ALL RISK AND LIABILITY WITH RESPECT TO THE PROPERTY AND ALL OPERATIONS CONDUCTED THEREON, WHETHER PRIOR TO, AT OR SUBSEQUENT TO THE CONVEYANCE OF THE PROPERTY TO BUYER, INCLUDING BUT NOT LIMITED TO, THE PRESENCE OF TOXIC OR HAZARDOUS, SUBSTANCES, MATERIALS, OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINANTS ON, WITHIN, OR UNDER THE REAL PROPERTY, WHETHER KNOWN OR UNKNOWN, APPARENT, NON-APPARENT OR LATENT, AND WHETHER EXISTING PRIOR TO, AT OR SUBSEQUENT TO THE CONVEYANCE OF THE PROPERTY TO BUYER. EXCEPT FOR ANY EXPRESS WARRANTIES AND REPRESENTATIONS

Seller:   
Buyer: 

CONTAINED IN THIS CONTRACT AND IN THE DEED, SELLER IS HEREBY RELEASED BY BUYER AND ITS SUCCESSORS AND ASSIGNS OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS, AND CLAIMS, KNOWN OR UNKNOWN, INCLUDING BUT NOT LIMITED TO ACTIONS FOR CONTRIBUTION OR INDEMNITY THAT BUYER OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST SELLER OR THAT MAY ARISE IN THE FUTURE BASED IN WHOLE OR IN PART UPON THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS, OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINANTS ON, WITHIN OR UNDER THE REAL PROPERTY. BUYER ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY EXPLAINED TO BUYER AND THAT BUYER FULLY UNDERSTANDS AND ACCEPTS THE SAME. THIS PARAGRAPH IS SURVIVES CLOSING.

19. **NOTICES:** All notices between the Parties under this Contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested to:

Seller: Zia Broadcasting Company, LLC  
P.O. Box 1907  
Clovis, NM 88102-1907  
Attn: Mark Allsup  
markallsup1@gmail.com

Buyer: Zia Radio Group, LLC  
710 County Road K  
Clovis, NM 88101  
Attn: Rick Keefer  
kclvgm@plateautel.net

20. [RESERVED]

21. [RESERVED]

22. **AGREEMENT OF THE PARTIES:**

A. This Contract is binding on the Parties, their heirs, executors, representatives, successors, and permitted assigns.

B. This Contract is to be construed in accordance with the laws of the State of Texas.

C. This Contract contains the entire agreement of the Parties and may not be changed except by written agreement.

D. No Party may assign this Contract without the prior written consent from the other Party. No assignment will relieve the assigning Party of its obligations under this Contract.

23. **TIME:** Time is of the essence in this Contract. The Parties require strict compliance with the times for performance. If the last day to perform under a provision of this Contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. **EFFECTIVE DATE:** The effective date of this Contract for the purpose of performance of all obligations is the date the Title Company receives this Contract after all parties execute this Contract.

25. **ADDITIONAL NOTICES:**

A. Buyer should have an abstract covering the Real Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Real Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this Contract.

Seller:   
Buyer: 

- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this Contract.
- D. If the Real Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this Contract.
- E. If the Real Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Real Property to be included as part of this Contract.
- F. If the Real Property is located outside the limits of a municipality, the Real Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Real Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Real Property for further information.
- G. If any apartments or other residential units are part of the Real Property and those units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this Contract.
- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Real Property during the 5 years preceding the date the Seller sells the Real Property.
26. [RESERVED]
27. **REPRESENTATION OF PARTIES:** Buyer and Seller understand that McMahon Surovik Suttle, P.C. (the "Law Firm") has acted as counsel to Seller in the preparation of this Contract. Buyer hereby acknowledges that the Law Firm has directed Buyer to seek outside counsel and business advice as to the effects, consequences and legalities of this Contract and for representation at closing.
28. **COUNTERPARTS:** This Contract may be executed in any number of counterparts by facsimile or portable document format (.pdf) transmission. Each such counterpart shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument and shall be binding on the Party executing such counterpart.

*{Signatures on following page}*

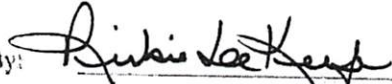
Seller:   
Buyer: 



IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

BUYER:

ZIA RADIO GROUP, LLC, a New Mexico limited liability company

By: 

Name: Rickie Lee Keefer

Title: General Manager - Member

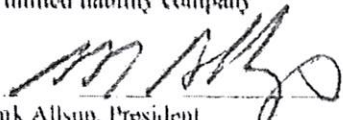
By: 

Name: DAVID N. LANSFORD

Title: MEMBER

SELLER:

ZIA BROADCASTING COMPANY, LLC,  
a Delaware limited liability company

By: 

Mark Allsup, President

ESCROW RECEIPT

A fully executed copy of this Contract has been received by the Title Company this 22 day of December, 2021, and by the execution hereof, the Title Company hereby agrees to be bound by the terms of this Contract.

FIRST TEXAS TITLE COMPANY, LLC

By: 

Name:  
Title:

The earnest money in the amount of \$10,000.00 has been received by the Title Company this 28 day of December, 2021.

FIRST TEXAS TITLE COMPANY, LLC

By: 

Name:  
Title:

Seller:   
Buyer: RH DE

EXHIBIT "A"

Tract 1:

A certain 5.6436 Acre Tract of Land located in the northeast Quarter (N.E./4) of Section 20, Block "Y", M. & C. Survey in Hutchinson County, Texas, in the City of Borger and being better described by Metes and Bounds as follows:

BEGINNING at a 3/8" Dia. Iron Rod set West a distance of 1555.97 feet from the Southeast Corner of the Northeast Quarter (N.E./4) of said Section 20, said Iron Rod being the Southeast Corner of this described Tract, and being located on the West R.O.W. of INA ST. in NORTH HILLS ADDITION to the City of Borger, as shown in the duly recorded map or plat thereof in Vol. 1, Page 63 of the Hutchinson County Clerk's Plat Records, AND ALSO on the North Boundary Line of CORONADO TERRACE ADDITION to the City of Borger, as shown in Vol. 1, Page 57 of the Hutchinson County Clerk's Plat Records;

THENCE, North along the West R.O.W. of said INA St. a distance of 511.23 feet to a 3/8" dia. Iron Rod set for the Northeast Corner of this described Tract;

THENCE, West along a line parallel to the North Boundary Line of said CORONADO TERRANCE ADDITION a distance of 511.23 feet to a 3/8" dia. Iron Rod set for the Northwest Corner of this described Tract;

THENCE, South along a line parallel to the West R.O.W. of said INA ST. a distance of 123.23 feet to a 3/8" dia. Iron Rod set for the Northwest Corner of an existing 0.356 Acre Tract of land deeded for the Hutchinson County Annex Parking Space;

THENCE, EAST along the North Boundary Line of said 0.356 Acre Tract a distance of 40.0 feet to a 3/8" dia. Iron Rod set for the Northeast Corner of said 0.356 Acre Tract;

THENCE, South along the East Boundary Line of said 0.356 Acre Tract a distance of 388.0 Feet to a Concrete Nail in the pavement, for the Southeast Corner of said 0.356 Acre Tract, said Point being the Southwest Corner of this described Tract and being on the North Boundary Line of said CORONADO TERRACE ADDITION;

THENCE, East along the North Boundary Line of said CORONADO TERRANCE ADDITION a distance of 471.23 Feet to the POINT OF BEGINNING, and containing 5.6436 Acres of Land, more or less.

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Seller:

Buyer:



Tract 2:

A tract of land out of the South Half of the Southeast Quarter (S/2SE/4) of Section 25 Township 2 North (T2N) Range 35 East (R35E), N.M.P.M., Curry County, New Mexico more particularly described as follows:

BEGINNING at the Southeast corner, Section 25, Township 2 North (T2N), Range 35 East (R35E);

THENCE N 00°05'21" W along the East line of said Section 25, a distance of 1297.80 feet; THENCE S 89°33'25" W along the North line of the South Half of the Southeast Quarter (S/2SE/4) of said Section 25, a distance of 2636.80 feet to a point on the centerline for BNSF Railway; THENCE S 00°12'12" E along the centerline for BNSF Railway, a distance of 1291.65 feet to the South ¼ corner for Section 25; THENCE N 89°41'25" E along the South line of said Section 25, a distance of 2634.19 feet to the point and place of beginning. Said tract contains 78.333 acres of land.

**TOWER RADIAL DIRECTIONAL ANTENNA SYSTEM EASEMENT:**

Two Antenna Easements on a tract within the East Half Southeast Quarter Section 25, T2NR35E, N.M.P.M., Curry County, New Mexico and said easement being described as follows:

**Easement No. 1:**

Beginning at a point N00°05'21"W 1297.80 feet and S89°33'25"W 1200.97 feet from the Southeast corner of said Section 25, T2NR35E;

Thence Northwesterly along the arc of a curve to the left of radius = 360' a distance of 143.90 feet to a point being S89°33'25"W a distance of 142.95 feet from the point of beginning. Said parcel having a mid-ordinate = 7.1 feet and an area of 684.36 square feet of land more or less.

**Easement No. 2:**

Beginning at a point N00°05'21"W 1297.80 feet and S89°33'25"W 1793.79 feet from the Southeast corner of said Section 25, T2NR35E;

Thence Northwesterly along the arc of a curve to the left of radius = 360' a distance of 924.63 feet to a point being S89°33'25"W a distance of 690.64 feet from the point of beginning. Said parcel having a mid-ordinate = 258.23 feet and an area of 131,294.16 square feet of land more or less.

Tract 3:

Tract Three (3) in Block One (1) of the Rierson Addition to the City of Clovis, County of Curry, New Mexico, as shown by the official recorded plat thereof.

Seller: 

Buyer: 

**EXHIBIT "B"**

**Form of Promissory Note**

**Promissory Note**

**Effective Date:** \_\_\_\_\_, 20\_\_\_\_

**Borrower:** Zia Radio Group, LLC, a New Mexico limited liability company

**Borrower's Mailing Address:** 710 County Road K, Clovis, New Mexico 88101

**Lender:** Zia Broadcasting Company, LLC, a Delaware limited liability company

**Place for Payment:** P.O. Box 1907, Clovis, New Mexico 88102-1907, or any other place that Lender may designate in writing.

**Principal Amount:** One Hundred Thousand and No/100 Dollars (\$100,000.00)

**Annual Interest Rate:** Five percent (5%)

**Maturity Date:** \_\_\_\_\_, 203\_\_

**Annual Interest Rate on Matured, Unpaid Amounts:** Eighteen percent (18%) or the maximum rate allowed by law, whichever is less.

**Terms of Payment (principal and interest):** The Principal Amount and interest are due and payable in one hundred twenty (120) equal monthly installments of One Thousand Sixty-One Dollars and No/100 Cents (\$1,061.00), on the first (1<sup>st</sup>) day of each month, beginning on \_\_\_\_\_, 20\_\_ and continuing thereafter until the unpaid principal and accrued, unpaid interest have been paid in full. Payments will be applied first to accrued interest and the remainder to reduction of the Principal Amount.

**Security for Payment:** This note is secured a Deed of Trust and a Mortgage, both dated \_\_\_\_\_, 20\_\_, from Borrower to Mark Allsup, Trustee. This note is additionally secured by security interests created in a Security Agreement covering personal property, dated \_\_\_\_\_, 20\_\_, and executed by Borrower, as the debtor, and Lender, as the secured party, and the Guaranty Agreements executed by Rick Keefer and David Lansford.

**Promise to Pay**

Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. If any amount is not paid either when due under the Terms of Payment or on acceleration of maturity, Borrower promises to pay any unpaid amount plus interest from the date the payment was due to the date of payment at the Annual Interest Rate on Matured, Unpaid Amounts.

**Defaults and Remedies**

A default exists under this note if (1) Borrower defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note; (2) (a) Borrower or (b) any other person liable on any part of this note (an "Other Obligated Party") fails to timely pay or perform any obligation or covenant in any

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

written agreement between Lender and Borrower or any Other Obligated Party other than as described in (1) above; (3) any representation in this note or in any other written agreement between Lender and Borrower or any Other Obligated Party is materially false when made; (4) a receiver is appointed for Borrower or an Other Obligated Party or any property on which a lien or security interest is created as security (the "Collateral Security") for any part of this note; (5) any Collateral Security is assigned for the benefit of creditors; (6) a bankruptcy or insolvency proceeding is commenced by Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; (7) (a) a bankruptcy or insolvency proceeding is commenced against Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party and (b) the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered; (8) Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party is terminated, begins to wind up its affairs, or is authorized to terminate or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the termination or winding up of the affairs of Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; or (9) any Collateral Security is impaired by loss, theft, damage, levy and execution, issuance of an official writ or order of seizure, or destruction, unless it is promptly replaced with collateral security of like kind and quality or restored to its former condition.

Upon the occurrence of a default under this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due, and may exercise all other rights and remedies available at law or in equity.

#### **Waivers**

Borrower waives, to the extent permitted by law, all (1) demand for payment, (2) presentation for payment, (3) notice of intention to accelerate maturity, (4) notice of acceleration of maturity, (5) protest, (6) notice of protest, and, as applicable, (7) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code, (8) rights under section 17.001 and chapter 43 of the Texas Civil Practice and Remedies Code, and (9) any similar rights provided under the laws of the State of New Mexico.

#### **Attorney's Fees**

Borrower also promises to pay reasonable attorney's fees and court and other costs if an attorney is retained to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

#### **Prepayment**

Borrower may prepay this note in any amount at any time before the Maturity Date without penalty or premium.

Prepayments will be applied first to accrued interest and the remainder to installments on principal in the inverse order of maturity so that they will be applied to the last maturing principal installments first. These prepayments will not reduce the amount or time of payment of the remaining installments, which will continue until the Principal Amount and all accrued interest are paid. Interest on the prepaid principal will immediately cease to accrue.

#### **Late Charges**

If any installment becomes overdue for more than ten (10) days, at Lender's option a late payment charge of five percent (5%) of the unpaid installment amount plus interest may be charged in order to defray the expense of handling the delinquent payment. Lender's option to assess late charges is in addition to, and if exercised shall not constitute a waiver of, any other rights or remedies available to Lender under the terms of this note or under the law.

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

### **Interest Calculation**

Interest on the debt evidenced by this note is computed on a 365/365 basis; that is, by applying the ratio of the interest rate over a year of 365 days, multiplied by the outstanding Principal Amount, multiplied by the actual number of days the Principal Amount is outstanding, unless such calculation would result in a usurious rate, in which case interest shall be calculated on a per diem basis of a year of 365 or 366 days, as the case may be. All interest payable under this note is computed using this method.

### **Usury Savings**

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

All calculations of the rate of interest contracted for, charged, taken, reserved, or received in connection with this note that are made for the purpose of determining whether such rate exceeds the maximum nonusurious rate of interest permitted by law shall be made, to the extent permitted by applicable laws, by spreading, during the period of the full term of this note, all interest at any time contracted for, charged, taken, reserved, or received by Lender.

### **Conflicts**

If any provision of this note conflicts with any provision of the security agreements and/or bills of sale regarding the same transaction between Lender and Borrower, the provisions of this note will govern to the extent of the conflict.

### **Choice of Law**

This note will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction.

*{Signature Page Follows}*

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

Executed by Borrower as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**BORROWER:**

**ZIA RADIO GROUP, LLC**, a New Mexico limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

**EXHIBIT "C"**

**Form of Texas Deed of Trust**

**DEED OF TRUST**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

Date: \_\_\_\_\_, 20\_\_\_\_

Grantor: Zia Radio Group, LLC, a New Mexico limited liability company

Grantor's Mailing Address: 710 County Road K, Clovis, New Mexico 88101

Trustee: Mark Allsup

Trustee's Mailing Address: P.O. Box 1907, Clovis, New Mexico 88102-1907

Lender: Zia Broadcasting Company, LLC, a Delaware limited liability company

Lender's Mailing Address: P.O. Box 1907, Clovis, New Mexico 88102-1907

Obligation:

Note:

Date: \_\_\_\_\_, 20\_\_\_\_

Original principal amount: \$100,000.00

Borrower: Zia Radio Company, LLC, a New Mexico limited liability company

Lender: Zia Broadcasting Company, LLC, a Delaware limited liability company

Maturity date: \_\_\_\_\_, 20\_\_\_\_

Other Debt: This deed of trust also secures payment of any debt that Grantor may subsequently owe to Lender; when it accrues, any such future debt will bear interest at the rates provided in the Note, will be payable to Lender at the same place provided in the Note, and in all respects will be deemed a part of the debt secured by this deed of trust.

Property (including any improvements): That certain real property located in Borger, Hutchinson County, Texas, as more particularly described on Exhibit "1" attached hereto and incorporated herein for all purposes.

**A. Granting Clause**

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_



trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

**B. Grantor's Obligations**

*B.1.* Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and as to property loss, that are payable to Lender under policies containing standard mortgagee clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

*B.2.* Grantor agrees to—

- a. keep the Property in good repair and condition;
- b. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- c. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Lender of any change of address.

**C. Lender's Rights**

*C.1.* Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.

*C.2.* If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

*C.3.* Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the property insurance proceeds available to Grantor for repairs.

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

C.5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

**C.6. COLLATERAL PROTECTION INSURANCE NOTICE**

**In accordance with the provisions of section 307.052(a) of the Texas Finance Code, the Beneficiary hereby notifies the Grantor as follows:**

**(A) the Grantor is required to:**

- (i) keep the collateral insured against damage in the amount the Lender specifies;**
- (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and**
- (iii) name the Lender as the person to be paid under the policy in the event of a loss;**

**(B) the Grantor must, if required by the Lender, deliver to the Lender a copy of the policy and proof of the payment of premiums; and**

**(C) if the Grantor fails to meet any requirement listed in Paragraph (A) or (B), the Lender may obtain collateral protection insurance on behalf of the Grantor at the Grantor's expense.**

C.7. If a default exists in payment of the Obligation or performance of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may—

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
- b. exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;
- c. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

C.8. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

**D. Trustee's Rights and Duties**

If directed by Lender to foreclose this lien, Trustee will—

*D.1.* either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

*D.2.* sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

*D.3.* from the proceeds of the sale, pay, in this order—

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

*D.4.* be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

**E. General Provisions**

*E.1.* If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

*E.2.* Recitals in any trustee's deed conveying the Property will be presumed to be true.

*E.3.* Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

*E.4.* This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

*E.5.* If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

*E.6.* Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

*E.7.* Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lender may exercise Lender's rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies.

*E.8.* Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

*E.9.* In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

*E.10.* Grantor may not sell, transfer, or otherwise dispose of any Property, whether voluntarily or by operation of law, without the prior written consent of Lender. If granted, consent may be conditioned upon (a) the grantee's integrity, reputation, character, creditworthiness, and management ability being satisfactory to Lender; and (b) the grantee's executing, before such sale, transfer, or other disposition, a written assumption agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not cause or permit any Property to be encumbered by any liens, security interests, or encumbrances other than the liens securing the Obligation and the liens securing ad valorem taxes not yet due and payable without the prior written consent of Lender. If granted, consent may be conditioned upon Grantor's executing, before granting such lien, a written modification agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, an approval fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not grant any lien, security interest, or other encumbrance (a "Subordinate Instrument") covering the Property that is subordinate to the liens created by this deed of trust without the prior written consent of Lender. If granted, consent may be conditioned upon the Subordinate Instrument's containing express covenants to

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

the effect that—

- a. the Subordinate Instrument is unconditionally subordinate to this deed of trust;
- b. if any action is instituted to foreclose or otherwise enforce the Subordinate Instrument, no action may be taken that would terminate any occupancy or tenancy without the prior written consent of Lender, and that consent, if granted, may be conditioned in any manner Lender determines;
- c. rents, if collected by or for the holder of the Subordinate Instrument, will be applied first to the payment of the Obligation then due and to expenses incurred in the ownership, operation, and maintenance of the Property in any order Lender may determine, before being applied to any indebtedness secured by the Subordinate Instrument;
- d. written notice of default under the Subordinate Instrument and written notice of the commencement of any action to foreclose or otherwise enforce the Subordinate Instrument must be given to Lender concurrently with or immediately after the occurrence of any such default or commencement; and
- e. in the event of the bankruptcy of Grantor, all amounts due on or with respect to the Obligation and this deed of trust will be payable in full before any payments on the indebtedness secured by the Subordinate Instrument.

Grantor may not cause or permit any of the following events to occur without the prior written consent of Lender: if Grantor is (a) a corporation, the termination of the corporation or the sale, pledge, encumbrance, or assignment of any shares of its stock; (b) a limited liability company, the termination of the company or the sale, pledge, encumbrance, or assignment of any of its membership interests; (c) a general partnership or joint venture, the termination of the partnership or venture or the sale, pledge, encumbrance, or assignment of any of its partnership or joint venture interests, or the withdrawal from or admission into it of any general partner or joint venturer; or (d) a limited partnership, (i) the termination of the partnership, (ii) the sale, pledge, encumbrance, or assignment of any of its general partnership interests, or the withdrawal from or admission into it of any general partner, (iii) the sale, pledge, encumbrance, or assignment of a controlling portion of its limited partnership interests, or (iv) the withdrawal from or admission into it of any controlling limited partner or partners. If granted, consent may be conditioned upon (a) the integrity, reputation, character, creditworthiness, and management ability of the person succeeding to the ownership interest in Grantor (or security interest in such ownership) being satisfactory to Lender; and (b) the execution, before such event, by the person succeeding to the interest of Grantor in the Property or ownership interest in Grantor (or security interest in such ownership) of a written modification or assumption agreement containing such terms as Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

*E.11.* When the context requires, singular nouns and pronouns include the plural.

*E.12.* The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

E.13. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

E.14. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

E.15. Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, and (f) notice of protest, and (g) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code, if applicable.

E.16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if an attorney is retained for its enforcement.

E.17. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

E.18. The term *Lender* includes any mortgage servicer for Lender.

E.19. Grantor hereby grants Lender a right of first refusal with respect to Grantor's power to authorize any third party (other than Lender pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Lender's rights as set forth in this instrument.

E.20. The debt evidenced by the Note is in payment of the purchase price of the Property; the debt evidenced by the Note is secured both by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed to Grantor of even date. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lender may elect to foreclose either of the liens without waiving the other or may foreclose both.

E.21. Grantor represents that this deed of trust and the Note are given to secure the payment of Grantor's obligations to Lender under the Note and any other obligation of Grantor to Lender described herein.

*{Signature Page Follows}*

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

Executed by Grantor on, and effective as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR:**

**ZIA RADIO GROUP, LLC**, a New Mexico limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Zia Radio Group, LLC, a New Mexico limited liability company, in the capacity herein stated.

[ S E A L ]

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_  
by \_\_\_\_\_, \_\_\_\_\_ of Zia Radio Group, LLC, a New  
Mexico limited liability company, in the capacity herein stated.

[ S E A L ]

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_



Exhibit "1"

A certain 5.6436 Acre Tract of Land located in the northeast Quarter (N.E./4) of Section 20, Block "Y", M. & C. Survey in Hutchinson County, Texas, in the City of Borger and being better described by Metes and Bounds as follows:

BEGINNING at a 3/8" Dia. Iron Rod set West a distance of 1555.97 feet from the Southeast Corner of the Northeast Quarter (N.E./4) of said Section 20, said Iron Rod being the Southeast Corner of this described Tract, and being located on the West R.O.W. of INA ST. in NORTH HILLS ADDITION to the City of Borger, as shown in the duly recorded map or plat thereof in Vol. 1, Page 63 of the Hutchinson County Clerk's Plat Records, AND ALSO on the North Boundary Line of CORONADO TERRACE ADDITION to the City of Borger, as shown in Vol. 1, Page 57 of the Hutchinson County Clerk's Plat Records;

THENCE, North along the West R.O.W. of said INA St. a distance of 511.23 feet to a 3/8" dia. Iron Rod set for the Northeast Corner of this described Tract;

THENCE, West along a line parallel to the North Boundary Line of said CORONADO TERRANCE ADDITION a distance of 511.23 feet to a 3/8" dia. Iron Rod set for the Northwest Corner of this described Tract;

THENCE, South along a line parallel to the West R.O.W. of said INA ST. a distance of 123.23 feet to a 3/8" dia. Iron Rod set for the Northwest Corner of an existing 0.356 Acre Tract of land deeded for the Hutchinson County Annex Parking Space;

THENCE, EAST along the North Boundary Line of said 0.356 Acre Tract a distance of 40.0 feet to a 3/8" dia. Iron Rod set for the Northeast Corner of said 0.356 Acre Tract;

THENCE, South along the East Boundary Line of said 0.356 Acre Tract a distance of 388.0 Feet to a Concrete Nail in the pavement, for the Southeast Corner of said 0.356 Acre Tract, said Point being the Southwest Corner of this described Tract and being on the North Boundary Line of said CORONADO TERRACE ADDITION;

THENCE, East along the North Boundary Line of said CORONADO TERRANCE ADDITION a distance of 471.23 Feet to the POINT OF BEGINNING, and containing 5.6436 Acres of Land, more or less.

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Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

**Exhibit "D"**

Form of New Mexico Mortgage

**MORTGAGE**

**ZIA RADIO GROUP, LLC**, a New Mexico limited liability company, whose mailing address is 710 County Road K, Clovis, New Mexico 88101, (hereinafter called "Mortgagor"), for a valuable consideration to Mortgagor in hand paid by **ZIA BROADCASTING COMPANY, LLC**, a Delaware limited liability company, whose mailing address is P.O. Box 1907, Clovis, New Mexico 88102-1907, (hereinafter called "Mortgagee"), does hereby GRANT, BARGAIN, SELL AND CONVEY unto Mortgagee and Mortgagee's successors and assigns, the following described real estate in **Curry County, New Mexico**:

**Tract 1:**

**A tract of land out of the South Half of the Southeast Quarter (S/2 SE/4) of Section 25 Township 2 North (T-2-N) Range 35 East (R-35-E), N.M.P.M., Curry County, New Mexico more particularly described as follows:**

**BEGINNING at the Southeast corner, Section 25, Township 25 North (T-2-N), Range 35 East (R-35-E);**

**THENCE N. 00°05'21" W along the East line of said Section 25, a distance of 1297.80 feet;**

**THENCE S 89°33'25" W along the North line of the South Half of the Southeast Quarter (S/2 SE/4) of said Section 25, a distance of 2636.80 feet to a point on the centerline for BNSF Railway;**

**THENCE S 00°12'12" E along the centerline for BNSF Railway, a distance of 1291.65 feet to the South 1/4 corner for Section 25;**

**THENCE N 89°41'25" E along the South line of said Section 25, a distance of 2634.19 feet to the point and place of beginning. Said tract contains 78.333 acres of land;**

**TOWER RADIAL DIRECTIONAL ANTENNA SYSTEM EASEMENT:**

**Two Antenna Easements on a tract within the East Half Southeast Quarter Section 25, T-2-N, R-35-E, N.M.P.M., Curry County, New Mexico and said easement being described as follows:**

**Easement No. 1:**

**Beginning at a point N 00°05'21" W 1297.80 feet and S 89°33'25" W 1200.97 feet from the Southeast corner of said Section 25, T-2-N, R-35-E;**

**Thence Northwesterly along the arc of a curve to the left of radius = 360' a distance of 143.90 feet to a point being S 89°33'25" W a distance of 142.95 feet from the point of beginning. Said parcel having a mid-ordinate = 7.1 feet and an area of 684.36 square feet of land more or less.**

**Easement No. 2:**

**Beginning at a point N 00°05'21" W 1297.80 feet and S 89°33'25" W 1793.79 feet from the Southeast corner of said Section 25, T-2-N, R-35-E;**

**Thence Northwesterly along the arc of a curve to the left of radius = 360' a distance of 924.63 feet to a point being S 89°33'25" W a distance of 690.64 feet from the point of beginning. Said parcel having a mid-ordinate = 258.23 feet and an area of 131,294.16 square feet of land more or less.**

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

**Tract 2:**

**Tract Three (3) in Block One (1) of the RIERSON ADDITION to the City of Clovis, Curry County, New Mexico, as shown by the official recorded plat thereof, (hereinafter called the "Premises"),**

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof, and all apparatus and fixtures of every kind, in, or that may be placed in, any building now or hereafter standing on said land.

TO HAVE AND TO HOLD the above described Premises, with the appurtenances and fixtures thereunto belonging unto Mortgagee and Mortgagee's heirs, successors and assigns, forever, nevertheless for the purposes hereinafter mentioned.

Mortgagor and Mortgagor's heirs, successors and assigns, covenant with Mortgagee and Mortgagee's heirs, successors and assigns, that Mortgagor is lawfully seized in fee simple of the granted Premises; that they are free from all encumbrances; that Mortgagor has good right to sell and convey the same; and that Mortgagor will, and Mortgagor's heirs, successors and assigns shall, warrant and defend the same to Mortgagee and Mortgagee's heirs, successors and assigns, forever, against the lawful claims and demands of all persons.

This conveyance, however, is conditional as follows:

1. Mortgagor is indebted unto Mortgagee on account of a promissory note bearing even date herewith, executed by Mortgagor to the order of Mortgagee, in the principal sum of **\$100,000.00**, with interest at the rate of **five percent (5.00%)** per annum, and being payable in monthly principal and interest installments of **\$1,061.00**, commencing on the 1<sup>st</sup> day of \_\_\_\_\_, 2022, and continuing thereafter on the same day of each and every month until paid in full.

2. Mortgagor covenants with Mortgagee and Mortgagee's heirs, successors and assigns, as follows:

(a) Mortgagor, at Mortgagor's expense, shall at all times during the life of this mortgage, procure and maintain policies of fire, tornado, windstorm, lightening and hail insurance on the improvements on said Premises in some responsible insurance company or companies satisfactory to Mortgagee, to the amount of the full insurable value of said improvements, and in any event to an amount as much as the total amount of the indebtedness then secured by this mortgage, with standard mortgage clause (on form approved by Mortgagee) payable to Mortgagee, as Mortgagee's interest may appear. All policies of insurance shall be promptly delivered to Mortgagee, and no insurance shall be procured or maintained by Mortgagor on such improvements, or any part thereof, other than that represented by the insurance policies delivered to Mortgagee as aforesaid.

(b) Mortgagor shall pay, prior to delinquency, all ad valorem taxes and special improvement assessments on the mortgaged property at any time levied or becoming due.

(c) Mortgagor will not suffer any lien of mechanics or materialmen to attach to said Premises nor do, nor permit to be done, upon said Premises anything that may impair the value thereof, or the security intended to be hereby created.

(d) Mortgagor shall keep the improvements on said Premises in good condition and repair, and no improvement on said Premises shall be removed or demolished without the consent of Mortgagee.

(e) If Mortgagor should fail to perform any act which Mortgagor is provided to perform by the provisions hereof, or to pay any money which Mortgagor is required to pay under such provisions, Mortgagee may, but shall not be obligated to, perform or cause to be performed such act and may pay such money, and any expenses so incurred by Mortgagee and any money so paid by Mortgagee shall be a demand obligation owing by Mortgagor and shall bear interest at the rate of 12% per annum from date of

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

making such payment or incurring such expense until paid, and shall be a part of the secured indebtedness and Mortgagee shall be subrogated to all of the rights of the person, corporation or entity receiving such payment from it.

(f) Mortgagor shall promptly pay the said indebtedness, pursuant to the terms of the aforesaid note, and also any and all other indebtedness of whatsoever kind or character (whether secured or unsecured, matured or unmatured, existing or hereafter created) which may exist or be owing by said Mortgagor to Mortgagee and Mortgagee's heirs, successors or assigns, at any time prior to the foreclosure of this instrument.

3. Upon request of Mortgagor, Mortgagee may hereafter, at Mortgagee's option, at any time before full payment of this mortgage, make further advances to Mortgagor, and any such further advances, with interest, shall be secured by the mortgage and shall be evidenced by an additional bond or agreement then to be given by Mortgagor; provided, however, that the amount of principal secured by this mortgage and remaining unpaid, shall not at the time of and including any such advance exceed three (3) times the original principal sum secured hereby.

4. The holder of the note aforesaid shall have the right to collect any and all money that may be due on any insurance policy, to be applied first to the expense, if any, paid by the holder of said note in collecting the same, and second, either to the payment of the indebtedness herein secured, or to the repairing or rebuilding of said buildings, as Mortgagee may elect.

5. The rents and profits of the mortgaged premises are hereby assigned to the holder of this mortgage as further security for the payment of said indebtedness, with the right at the discretion of said Mortgagee to collect and apply the net proceeds of such rents and profits (when and if actually collected and less the commission charges of any rental agent employed by Mortgagee for said purpose) upon the said indebtedness, all without liability because of any alleged lack of necessity for such expenses, insufficiency of rent or failure to collect rent.

6. The maturity of the principal indebtedness secured hereby may be accelerated in any of the following events:

(a) If default be made in the payment of any installment aforesaid, or any part thereof.

(b) If, for a period of one month, default be made in the repayment to Mortgagee of any advance aforesaid, or any part thereof, with interest accruing thereon as herebefore specified.

(c) If default be made in the performance of any other covenant, agreement or condition of this mortgage.

(d) If there should be any loss or damage to the improvements, or any part thereof, on said property, from fire, tornado, windstorm, lightening or hail in any amount, unless such loss shall be fully compensated by insurance.

(e) If Mortgagor or assignee sells or conveys (or contracts to sell or convey) all or any part of the mortgaged property without the prior written consent of the holder of said note.

(f) If Mortgagor shall breach any covenant, warranty, agreement or condition contained in any other mortgage, collateral pledge assignment, loan agreement or other contract executed by Mortgagor at any time as security for any indebtedness due Mortgagee.

(g) If Mortgagor shall: (i) become insolvent or unable to pay its debts as they mature, (ii) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (iii) file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or (iv) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against Mortgagor in any bankruptcy, reorganization or insolvency proceedings, or apply for relief under any state or federal act for the relief of debtors.

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

7. If default be made in the payment of the note aforesaid, or of the indebtedness secured by this mortgage, when due, or when accelerated and declared due pursuant to the provisions aforesaid pertaining to acceleration of maturity, then this mortgage shall be subject to foreclosure by proceedings in equity and, in the event of such foreclosure, a reasonable fee for the plaintiff's attorney, of not less than 10% of the total amount due, shall be taxes as costs in the case; and Mortgagor hereby irrevocably consents to the appointment of receiver pendente lite, upon the filing of a bill for the foreclosure of this mortgage, as a matter of right and without regard to adequacy of security or insolvency and without further showing than that breach or default has been made; and, at any foreclosure sale hereunder, the land conveyed by this mortgage shall be sold en masse (Mortgagor hereby irrevocably consenting thereto), unless the holder of said indebtedness shall consent to a sale in parcels. If this mortgage is foreclosed, the redemption period after judicial sale shall be one month in lieu of nine months.

8. The word "Mortgagee", as used herein, shall be construed to mean the owner and holder of the security hereunder, or any assignee or transferee thereof. The word "Mortgagor", as used herein, shall be construed to mean the maker or makers of said security instrument, and also the vendees, devisees, successors, heirs and assigns of such Mortgagor; the "mortgage", as used herein, shall be construed as this instrument. For all purposes of this mortgage, except where the context otherwise requires, (a) words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders, (b) words of the singular number shall be deemed and construed to include correlative words of the plural number, and vice versa, and (c) words importing persons shall include individuals, public bodies, firms, associations and corporations.

9. Every right and remedy herein provided for shall be cumulative of each and every other right or remedy by Mortgagee and may be enforced concurrently therewith. All options and rights of election herein provided for benefit of Mortgagee are continuing, and the failure to exercise any such option or right to election upon a particular default or breach or upon any subsequent default or breach, shall not be construed as waiving the right to exercise such option or election at any later date.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ZIA RADIO GROUP, LLC, a New Mexico limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

**EXHIBIT "E"**

**Form of Security Agreement**

**SECURITY AGREEMENT**

**Effective Date:** \_\_\_\_\_, 20\_\_

**Debtor:** Zia Radio Group, LLC, a New Mexico limited liability company

**Debtor's Mailing Address:** 710 County Road K, Clovis, New Mexico 88101

**Secured Party:** Zia Broadcasting Company, LLC, a Delaware limited liability company

**Secured Party's Mailing Address:** P.O. Box 1907, Clovis, New Mexico 88102-1907

**Collateral:** All of Debtor's inventory, equipment, equipment to become fixtures, fixtures, accounts, instruments, documents, chattel paper, contract rights, rights to payment of money, leases, general intangibles and deposit accounts, whether now owned or hereafter acquired, to the extent that the same concern or are or become located at, on, or affixed to, that certain real property located in Borger, Hutchinson County, Texas and Clovis, Curry County, New Mexico, and more particularly described on Exhibit "1" attached hereto and incorporated herein (the "Real Property") and/or Debtor's business operated thereon, and all of Debtor's books relating to the foregoing items of collateral and any and all claims, rights and interests in any of the above and all substitutions, replacements for, additions, attachments, accessories, accessions and improvements, replacements, products, proceeds and insurance proceeds of any of the foregoing.

**Obligation:**

**Note**

**Effective Date:** \_\_\_\_\_, 20\_\_

**Original principal amount:** \$100,000.00

**Borrower (Obligor):** Debtor

**Lender:** Secured Party

**Maturity Date:** \_\_\_\_\_, 20\_\_

**A. Debtor's Representations Concerning Debtor and Locations**

1. Debtor's principal place of business is located at 710 County Road K, Clovis, New Mexico 88101.
2. Debtor's state of organization is New Mexico and Debtor's name, as shown in its public organic record, as the same may have been amended, is Zia Radio Group, LLC.
3. The Collateral is located solely at the Real Property.

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

4. Debtor's records concerning the Collateral are located at 710 County Road K, Clovis, New Mexico 88101.

**B. Granting Clause**

Debtor grants to Secured Party a security interest in the Collateral and all its proceeds to secure the Obligation and all renewals, modifications, and extensions of the Obligation. Debtor authorizes Secured Party to file a financing statement describing the Collateral.

**C. Debtor Represents the Following:**

1. No financing statement covering the Collateral is filed in any public office.
2. Debtor owns the Collateral and has the authority to grant this security interest, free from any setoff, claim, restriction, security interest, or encumbrance except liens for taxes not yet due.
4. None of the Collateral is an accession to any other goods, is commingled with other goods, is or will become an accession or part of a product or mass with other goods, or is or will become covered by a document excepted as provided in this Security Agreement (this "Agreement").
5. All information about Debtor's financial condition is or will be accurate when provided to Secured Party.

**D. Debtor Agrees to—**

1. Defend the Collateral against all claims adverse to Secured Party's interest; pay all taxes imposed on the Collateral; keep the Collateral free from liens, except for liens in favor of Secured Party or for taxes not yet due; keep the Collateral in Debtor's possession and ownership except as otherwise provided in this Agreement; maintain the Collateral in good condition; and protect the Collateral against waste, except for ordinary wear and tear.
2. Pay all Secured Party's expenses, including reasonable attorney's fees and legal expenses incurred to (a) obtain, preserve, perfect, defend, or enforce this Agreement; (b) retake, hold, prepare for disposition, dispose, collect, or enforce the Collateral; and (c) collect or enforce the Obligation. These expenses will bear interest from the date of advance at the rate stated in the Note for matured, unpaid amounts and are payable on demand at the place where the Obligation is payable. These expenses and interest are part of the Obligation and are secured by this Agreement.
3. Sign and deliver to Secured Party any documents or instruments that Secured Party considers necessary to obtain, maintain, and perfect this security interest in the Collateral and take any action requested by Secured Party for Secured Party to obtain control of investment property in the Collateral.
4. Notify Secured Party immediately of any event of default and of any material change (a) in the Collateral, (b) in Debtor's Mailing Address, (c) in the location of any Collateral, (d) in any other representation or warranty in this Agreement, or (e) that may affect this security interest, or of any change (f) in Debtor's name or (g) of any location set forth above to another state.
5. Use the Collateral primarily according to the stated classification.
6. Maintain accurate records of the Collateral at the address set forth above; furnish Secured Party any requested information related to the Collateral; and permit Secured Party to inspect and copy all records relating to the Collateral.
7. Permit Secured Party to inspect the Collateral.

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

8. Deliver to Secured Party on receipt all chattel paper or instruments constituting proceeds of the inventory and, at Secured Party's request, deposit all checks, items, and other cash proceeds of the inventory in a special bank account designated by Secured Party, who alone will have power of withdrawal.

**E. Debtor Agrees Not to—**

1. Sell, transfer, or encumber any of the Collateral, except in the ordinary course of Debtor's business.

2. Change Debtor's name or jurisdiction of organization, merge or consolidate with any person or entity, or convert to a different entity without notifying Secured Party in advance and cooperating with Secured Party and taking action to ensure the perfected status of the security interest in the Collateral.

3. Except as permitted in this Agreement, permit the Collateral to be affixed to any real estate, to become an accession to any goods, to be commingled with other goods, to become a fixture, accession, or part of a product or mass with other goods, or to be covered by a document, except a document in the possession of Secured Party.

4. Deliver any item of inventory to a buyer before the buyer delivers to Debtor a check, another item, money, an instrument, or chattel paper in full payment therefor or commingle any check, item, money, or other cash proceeds from the sale or lease of an item of inventory with any of Debtor's other funds or property.

**F. Default and Remedies**

1. A default exists if—

- a. Debtor, Obligor, or any secondary obligor fails to timely pay or perform any obligation or covenant in any written agreement between Secured Party and any of Debtor, Obligor, or secondary obligor;
- b. any representation in this Agreement or in any other written agreement between Secured Party and any of Debtor, Obligor, or secondary obligor is materially false when made;
- c. a receiver is appointed for Debtor, Obligor, any secondary obligor, or any Collateral;
- d. any Collateral is assigned for the benefit of creditors;
- e. a bankruptcy or insolvency proceeding is commenced by Debtor, a partnership in which Debtor is a general partner, Obligor, or any secondary obligor;
- f. a bankruptcy or insolvency proceeding is commenced against Debtor, a partnership in which Debtor is a general partner, Obligor, or any secondary obligor, and the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered;
- g. any of the following parties is terminated, begins to wind up its affairs, is authorized to terminate or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the termination or winding up of the affairs of any of the following parties: Debtor; a partnership of which Debtor is a general partner; Obligor; or any secondary obligor; or
- h. any Collateral is impaired by loss, theft, damage, levy and execution, issuance of an official writ or order of seizure, or destruction, unless it is promptly replaced with

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_



collateral of like kind and quality or restored to its former condition.

2. If a default exists, Secured Party may—

- a. demand, collect, convert, redeem, settle, compromise, receipt for, realize on, sue for, and adjust the Collateral either in Secured Party's or Debtor's name, as Secured Party desires, or take control of any proceeds of the Collateral and apply the proceeds against the Obligation;
- b. take possession of any Collateral not already in Secured Party's possession, without demand or legal process, and for that purpose Debtor grants Secured Party the right to enter any premises where the Collateral may be located;
- c. without taking possession, sell, lease, or otherwise dispose of the Collateral at any public or private sale in accordance with law;
- d. exercise any rights and remedies granted by law or this Agreement;

3. Foreclosure of this security interest by suit does not limit Secured Party's remedies, including the right to sell the Collateral under the terms of this Agreement. Secured Party may exercise all remedies at the same or different times, and no remedy is a defense to any other. Secured Party's rights and remedies include all those granted by law and those specified in this Agreement.

4. Secured Party's delay in exercising, partial exercise of, or failure to exercise any of its remedies or rights does not waive Secured Party's rights to subsequently exercise those remedies or rights. Secured Party's waiver of any default does not waive any other default by Debtor. Secured Party's waiver of any right in this Agreement or of any default is binding only if it is in writing. Secured Party may remedy any default without waiving it.

5. Secured Party has no obligation to clean or otherwise prepare the Collateral for sale.

6. Other than exercising reasonable care to assure safe custody of the Collateral in its possession, Secured Party has no responsibility for the Collateral. Secured Party has no obligation to collect any of the Collateral and is not liable for failure to collect any of the Collateral, for failure to preserve any right pertaining to the Collateral, or for any act or omission on the part of Secured Party or Secured Party's officers, agents, or employees, except willful misconduct.

7. Secured Party has no obligation to satisfy the Obligation by attempting to collect the Obligation from any other person liable for it. Secured Party may release, modify, or waive any collateral provided by any other person to secure any of the Obligation. If Secured Party attempts to collect the Obligation from any other person liable for it or releases, modifies, or waives any collateral provided by any other person, that will not affect Secured Party's rights against Debtor. Debtor waives any right Debtor may have to require Secured Party to pursue any third person for any of the Obligation.

8. If Secured Party must comply with any applicable state or federal law requirements in connection with a disposition of the Collateral, such compliance will not be considered to adversely affect the commercial reasonableness of a sale of the Collateral.

9. Secured Party may sell the Collateral without giving any warranties as to the Collateral. Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of a sale of the Collateral.

10. If Secured Party sells any of the Collateral on credit, Debtor will be credited only with payments actually made by the purchaser and received by Secured Party for application to the indebtedness of the purchaser. If

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Debtor will be credited with the proceeds of the sale.

11. If Secured Party purchases any of the Collateral being sold, Secured Party may pay for the Collateral by crediting the purchase price against the Obligation.

12. Secured Party has no obligation to marshal any assets in favor of Debtor or against or in payment of the Note, any of the Other Obligation[s], or any other obligation owed to Secured Party by Debtor or any other person.

13. If the Collateral is sold after default, recitals in the bill of sale or transfer will be prima facie evidence of their truth and all prerequisites to the sale specified by this Agreement and by law will be presumed satisfied.

#### **G. Insurance and Risk of Loss**

1. Debtor will insure the Collateral in accordance with Secured Party's reasonable requirements regarding choice of carrier, risks insured against, and amount of coverage. Policies must be written in favor of Debtor, be endorsed to name Secured Party as an additional insured or as otherwise directed in writing by Secured Party, and provide that Secured Party will receive at least ten days' notice before cancellation. Debtor must provide copies of the policies or evidence of insurance to Secured Party.

#### **2. COLLATERAL PROTECTION INSURANCE NOTICE**

**In accordance with the provisions of Section 307.052(a) of the Texas Finance Code, the Secured Party hereby notifies the Debtor as follows:**

- a. the Debtor is required to:**
  - (i) keep the collateral insured against damage in the amount that the Secured Party Specifies.**
  - (ii) purchase the insurance from an insurer that is authorized to do business in the State of Texas or an eligible surplus lines insurer; and**
  - (iii) name the Secured Party as the person to be paid under the policy in the event of a loss;**
- b. the Debtor must, if required by the Secured Party, deliver to the Secured Party a copy of the policy and proof of the payment of premiums; and**
- c. if the Debtor fails to meet any requirement listed in Paragraph "a." or "b." above, the Secured Party may obtain collateral protection insurance on behalf of the Debtor at the Debtor's expense.**

3. Debtor assumes all risk of loss to the Collateral.

4. Debtor appoints Secured Party as attorney-in-fact to collect any returned unearned premiums and proceeds of any insurance on the Collateral and to endorse and deliver to Secured Party any payment from such insurance made payable to Debtor. Debtor's appointment of Secured Party as Debtor's agent is coupled with an interest and if Debtor is an individual will survive any disability of Debtor.

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

## H. General

1. Notice is reasonable if it is mailed, postage prepaid, to Debtor at Debtor's Mailing Address at least ten days before any public sale or ten days before the time when the Collateral may be otherwise disposed of without further notice to Debtor.

2. This security interest will neither affect nor be affected by any other security for any of the Obligation. Neither extensions of any of the Obligation nor releases of any of the Collateral will affect the priority or validity of this security interest.

3. This Agreement binds, benefits, and may be enforced by the successors in interest of Secured Party and will bind all persons who become bound as debtors to this Agreement. Assignment of any part of the Obligation and Secured Party's delivery of any part of the Collateral will fully discharge Secured Party from responsibility for that part of the Collateral. If such an assignment is made, Debtor will render performance under this Agreement to the assignee. Debtor waives and will not assert against any assignee any claims, defenses, or setoffs that Debtor could assert against Secured Party except defenses that cannot be waived. All representations and obligations are joint and several as to each Debtor.

4. This Agreement may be amended only by an instrument in writing signed by Secured Party and Debtor.

5. The unenforceability of any provision of this Agreement will not affect the enforceability or validity of any other provision.

6. This Agreement will be construed according to Texas law, without regard to choice-of-law rules of any jurisdiction. This Agreement is to be performed in and has been signed by debtor in Fort Worth, Tarrant County, Texas.

7. Interest on the Obligation secured by this Agreement will not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the Obligation or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the Obligation or, if the principal of the Obligation has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the Obligation.

8. In no event may this Agreement secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

9. When the context requires, singular nouns and pronouns include the plural.

10. Any term defined in sections 1.101 to 9.709 of the Texas Business and Commerce Code and not defined in this Agreement has the meaning given to the term in the Code.

11. Secured Party may at any time –

- a. take control of proceeds of insurance on the Collateral and reduce any part of the Obligation accordingly or permit Debtor to use the funds to repair or replace the Collateral; and
- b. purchase single-interest insurance coverage that will protect only Secured Party if Debtor fails to maintain insurance, and premiums for the insurance will become part of the Obligation

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

12. This security interest will attach to after-acquired consumer goods only to the extent permitted by law.

13. Except for inventory collateral, if the Obligation includes purchase money for the Collateral, Debtor's repayment of the Obligation will be applied on a first-in-first-out basis with the effect that the portion of the Obligation used to purchase a particular item of Collateral will be paid in the chronological order in which Debtor purchased the Collateral.

14. **Debtor waives and surrenders to Secured Party (a) Debtor's power to authorize anyone (other than Secured Party or Debtor) to pay ad valorem taxes on the Collateral and (b) Debtor's power to authorize a taxing entity to transfer its tax lien on the Collateral to anyone other than Secured Party. Debtor agrees and declares that any authorization from Debtor to another (other than Secured Party) to pay the taxes and transfer a tax lien on the Collateral is void.**

Executed by Debtor on, and effective as of, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**DEBTOR:**

**ZIA RADIO GROUP, LLC**, a New Mexico limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

EXHIBIT "1"

Tract 1:

A certain 5.6436 Acre Tract of Land located in the northeast Quarter (N.E./4) of Section 20, Block "Y", M. & C. Survey in Hutchinson County, Texas, in the City of Borger and being better described by Metes and Bounds as follows:

BEGINNING at a 3/8" Dia. Iron Rod set West a distance of 1555.97 feet from the Southeast Corner of the Northeast Quarter (N.E./4) of said Section 20, said Iron Rod being the Southeast Corner of this described Tract, and being located on the West R.O.W. of INA ST. in NORTH HILLS ADDITION to the City of Borger, as shown in the duly recorded map or plat thereof in Vol. 1, Page 63 of the Hutchinson County Clerk's Plat Records, AND ALSO on the North Boundary Line of CORONADO TERRACE ADDITION to the City of Borger, as shown in Vol. 1, Page 57 of the Hutchinson County Clerk's Plat Records;

THENCE, North along the West R.O.W. of said INA St. a distance of 511.23 feet to a 3/8" dia. Iron Rod set for the Northeast Corner of this described Tract;

THENCE, West along a line parallel to the North Boundary Line of said CORONADO TERRANCE ADDITION a distance of 511.23 feet to a 3/8" dia. Iron Rod set for the Northwest Corner of this described Tract;

THENCE, South along a line parallel to the West R.O.W. of said INA ST. a distance of 123.23 feet to a 3/8" dia. Iron Rod set for the Northwest Corner of an existing 0.356 Acre Tract of land deeded for the Hutchinson County Annex Parking Space;

THENCE, EAST along the North Boundary Line of said 0.356 Acre Tract a distance of 40.0 feet to a 3/8" dia. Iron Rod set for the Northeast Corner of said 0.356 Acre Tract;

THENCE, South along the East Boundary Line of said 0.356 Acre Tract a distance of 388.0 Feet to a Concrete Nail in the pavement, for the Southeast Corner of said 0.356 Acre Tract, said Point being the Southwest Corner of this described Tract and being on the North Boundary Line of said CORONADO TERRACE ADDITION;

THENCE, East along the North Boundary Line of said CORONADO TERRANCE ADDITION a distance of 471.23 Feet to the POINT OF BEGINNING, and containing 5.6436 Acres of Land, more or less.

---

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

Tract 2:

A tract of land out of the South Half of the Southeast Quarter (S/2SE/4) of Section 25 Township 2 North (T2N) Range 35 East (R35E), N.M.P.M., Curry County, New Mexico more particularly described as follows:

BEGINNING at the Southeast corner, Section 25, Township 2 North (T2N), Range 35 East (R35E);

THENCE N 00°05'21" W along the East line of said Section 25, a distance of 1297.80 feet; THENCE S 89°33'25" W along the North line of the South Half of the Southeast Quarter (S/2SE/4) of said Section 25, a distance of 2636.80 feet to a point on the centerline for BNSF Railway; THENCE S 00°12'12" E along the centerline for BNSF Railway, a distance of 1291.65 feet to the South ¼ corner for Section 25; THENCE N 89°41'25" E along the South line of said Section 25, a distance of 2634.19 feet to the point and place of beginning. Said tract contains 78.333 acres of land.

**TOWER RADIAL DIRECTIONAL ANTENNA SYSTEM EASEMENT:**

Two Antenna Easements on a tract within the East Half Southeast Quarter Section 25, T2NR35E, N.M.P.M., Curry County, New Mexico and said easement being described as follows:

**Easement No. 1:**

Beginning at a point N00°05'21"W 1297.80 feet and S89°33'25"W 1200.97 feet from the Southeast corner of said Section 25, T2NR35E;

Thence Northwesterly along the arc of a curve to the left of radius = 360' a distance of 143.90 feet to a point being S89°33'25"W a distance of 142.95 feet from the point of beginning. Said parcel having a mid-ordinate = 7.1 feet and an area of 684.36 square feet of land more or less.

**Easement No. 2:**

Beginning at a point N00°05'21"W 1297.80 feet and S89°33'25"W 1793.79 feet from the Southeast corner of said Section 25, T2NR35E;

Thence Northwesterly along the arc of a curve to the left of radius = 360' a distance of 924.63 feet to a point being S89°33'25"W a distance of 690.64 feet from the point of beginning. Said parcel having a mid-ordinate = 258.23 feet and an area of 131,294.16 square feet of land more or less.

Tract 3:

Tract Three (3) in Block One (1) of the Rierson Addition to the City of Clovis, County of Curry, New Mexico, as shown by the official recorded plat thereof.

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

**EXHIBIT "F"**

**Form of Guaranty Agreement**

**GUARANTY AGREEMENT**

WHEREAS, ZIA BROADCASTING COMPANY, LLC, a Delaware limited liability company, ("Lender") has agreed to make a loan (the "Loan") in the original principal amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) to ZIA RADIO COMPANY, LLC, a New Mexico limited liability company, ("Borrower"); and

WHEREAS, Lender has conditioned its obligation to make the Loan in part upon obtaining from \_\_\_\_\_ ("Guarantor") this Guaranty Agreement (this "Agreement"); and

WHEREAS, Guarantor is willing to meet this condition by executing this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, Guarantor **hereby irrevocably and unconditionally guarantees to Lender the prompt payment and performance of the Guaranteed Indebtedness** (hereinafter defined), this Agreement being upon the following terms:

1. The term "Guaranteed Indebtedness", as used herein, means **all obligations, indebtedness and liabilities of Borrower under that certain Promissory Note dated \_\_\_\_\_ 20\_\_\_\_ herewith in the principal amount of \$100,000.00, signed by Borrower and payable to the order of Lender** and all interest accruing thereon and all attorney's fees and other expenses incurred in the enforcement or collection thereof, together with any and all modifications, renewals and/or extensions of such indebtedness, obligations and liabilities. Guarantor acknowledges that the amount of credit which may be extended to Borrower and the amount of the Guaranteed Indebtedness which may be incurred by Borrower is unlimited, and that the amount guaranteed hereby is similarly unlimited, whether or not due or mature.

2. This instrument shall be an absolute, continuing, irrevocable and unconditional guaranty of payment and performance and not a guaranty of collection, and Guarantor shall remain liable on the obligations hereunder until the payment and performance in full of the Guaranteed Indebtedness.

3. If Guarantor becomes liable for any indebtedness owing by Borrower to Lender by endorsement or otherwise, other than under this Agreement, such liability shall not be in any manner impaired or affected hereby, and the rights of Lender hereunder shall be cumulative of any and all other rights that Lender may ever have against Guarantor. The exercise by Lender of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy.

4. In the event of default by Borrower in payment or performance of the Guaranteed Indebtedness, or any part thereof, when such Guaranteed Indebtedness becomes due, whether by its terms, by acceleration, or otherwise, Guarantor shall promptly pay the amount due thereon to Lender without Notice or demand in lawful money of the United States and it shall not be necessary for Lender, in order to enforce such payment by Guarantor, first to institute suit or exhaust its remedies against borrower or others liable on such Guaranteed Indebtedness, or to enforce any rights against any collateral which shall ever have been given to secure such Guaranteed Indebtedness

5. Guarantor hereby agrees that his obligations under this Agreement shall not be released, diminished, impaired, reduced or affected by the occurrence of any reason or event, including, without limitation, one or more of the following events, whether or not with notice to or the consent of Guarantor:

(a) The taking or accepting of collateral as security for any or all of the Guaranteed Indebtedness or the release, surrender, exchange or subordination of any collateral now or hereafter securing any or all of the Guaranteed Indebtedness;

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

(b) Any release of liability of the Borrower, or the release of any other person obligated to pay the Guaranteed Indebtedness from liability for any or all of the Guaranteed Indebtedness;

(c) Any disability of Borrower or Guarantor, or the dissolution, insolvency or bankruptcy of Borrower or any party at any time liable for the payment of any or all of the Guaranteed Indebtedness;

(d) Any renewal, extension, modification, waiver, amendment or rearrangement of any or all of the Guaranteed Indebtedness or any instrument, document or agreement evidencing, securing or otherwise relating to any or all of the Guaranteed Indebtedness;

(e) Any adjustment, indulgence, forbearance, waiver or compromise that may be granted or given by Lender to Borrower or any other party ever liable for any and all of the Guaranteed Indebtedness;

(f) Any neglect, delay, omission, failure or refusal of Lender to take or prosecute any action for the collection of any of the Guaranteed Indebtedness or to foreclose or take or prosecute any action in connection with any instrument, document or agreement evidencing, securing or otherwise relating to any or all of the Guaranteed Indebtedness;

(g) The unenforceability or invalidity of any or all of the Guaranteed Indebtedness or any other instrument, document or agreement evidencing, securing or otherwise relating to any or all of the Guaranteed Indebtedness;

(h) Any payment by Borrower or any party at any time liable for the payment of any or all of the Guaranteed Indebtedness to Lender is held to constitute a preference under the bankruptcy laws or if for any reason Lender is required to refund such payment or pay the amount thereof to someone else;

(i) The settlement or compromise of any of the Guaranteed Indebtedness;

(j) The failure of Lender to perfect or continue any security interest or lien securing any or all of the Guaranteed Indebtedness;

(k) The failure of Lender to preserve, protect, maintain or insure any collateral securing any or all of the Guaranteed Indebtedness;

(l) The failure of Lender to sell any collateral securing any or all of the Guaranteed Indebtedness in a commercially reasonable manner or as otherwise required by law; or

(m) Any other circumstance which might otherwise constitute a defense available to, or discharge or, Borrower or Guarantor

6. Guarantor represents and warrants to Lender as follows:

(a) Guarantor has the power and authority to execute, deliver and perform his obligations under this Agreement and this Agreement constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creation's rights.

(b) The execution, delivery and performance by Guarantor of this Agreement does not and will not violate any law or any order of any court, governmental authority or arbitrator and does not and will not conflict with, result in a breach of or constitute a default under, or result in the imposition of any lien upon any assets of Guarantor pursuant to the provisions of any indenture, mortgage, deed of trust, security agreement, franchise, permit, license or other instrument or agreement to which Guarantor or his property is bound.

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_



(c) No authorization, approval or consent of, and no filing or registration with, any court, governmental authority or third party is necessary for the execution, delivery or performance by Guarantor of this Agreement or the validity or enforceability thereof.

(d) The value of the consideration received and to be received by Guarantor as a result of executing and delivering this Agreement is reasonably worth at least as much as the liability and obligation of Guarantor hereunder, and such liability and obligation has benefitted or may reasonably be expected to benefit Guarantor directly or indirectly.

7. Guarantor covenants and agrees that, as long as the Guaranteed Indebtedness or any part thereof is outstanding:

(a) Guarantor will furnish promptly to Lender written notice of the occurrence of any default which Guarantor has actual knowledge under this Agreement or under the Guaranteed Indebtedness;

(b) Guarantor will furnish promptly to Lender such additional information concerning Guarantor as Lender may reasonably request; and

(c) Guarantor will obtain at any time and from time to time, if applicable, all authorizations, licenses, consents or approvals as shall now or hereafter be necessary or desirable under all applicable laws or regulations or otherwise in connection with the execution, delivery and performance of this Agreement and will promptly furnish copies thereof to Lender.

8. Lender shall have the right to set off and apply against this Agreement or the Guaranteed Indebtedness or both, without notice to Guarantor, any and all deposits (general or special, time or demand, provisional or final) or other sums at any time credited by or owing from Lender to Guarantor, whether or not the Guaranteed Indebtedness is then due and irrespective of whether or not Lender shall have made any demand under this Agreement. As security for this Agreement and the Guaranteed Indebtedness, Guarantor hereby grants Lender a security interest in all money, instruments and other property of Guarantor now or hereafter held by Lender, including, without limitation, property held in safekeeping. In addition to Lender's right of setoff and as further security for this Agreement and the Guaranteed Indebtedness, Guarantor hereby grants Lender a security interest in all deposits (general or special, time or demand, provisional or final) and all other accounts of Guarantor now or hereafter on deposit with or held by Lender and all other sums at any time credited by or owing from Lender to Guarantor. The rights and remedies of Lender hereunder are in addition to other rights and remedies (including, without limitation, other rights of setoff) which Lender may have.

9. In the event any property securing the Guaranteed Indebtedness is foreclosed upon in any manner, and a deficiency is created as a result of the purchase price at such foreclosure sale, Guarantor does hereby irrevocably waive all rights to claim any offset against the deficiency as provided in Sections 51.003, 51.004 and 51.005 of the Texas Property Code as amended.

10. All present and future indebtedness of Borrower to Guarantor is hereby subordinated to the Guaranteed Indebtedness and is hereby assigned to Lender as security for the Guaranteed Indebtedness. If any sums shall be paid to Guarantor on account of such indebtedness, such sums shall be held in trust by Guarantor for the benefit of Lender and shall forthwith be paid to Lender without affecting the liability of Guarantor under this Agreement. Upon the request of Lender, Guarantor shall execute, deliver and endorse to Lender such documents and instruments as Lender deems necessary or appropriate to perfect, preserve and enforce its rights hereunder.

11. The guaranty of Guarantor hereunder and those of any other guarantor or guarantors who may have guaranteed or who may hereafter guarantee any indebtedness of Borrower are and will be joint and several, and Lender may release any one or more of the guarantors at any time or settle with any one or more at any time without affecting the continuing liability of the remaining guarantors. Guarantor acknowledges that this Agreement is in effect and binding on Guarantor without regard to whether it is signed by any other person or persons and agree that as to Guarantor it shall continue in full force and effect notwithstanding the death or release by agreement or by operation of law of or the extension of time to other guarantors.

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

12. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by Lender. No failure on the part of Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

13. This Agreement is for the benefit of Lender and its successors and assigns, and in the event of an assignment of the Guaranteed Indebtedness, or any part thereof, the rights and benefits hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such Indebtedness. This Agreement is binding not only on Guarantor but on Guarantor's heirs and personal representatives.

14. Guarantor recognizes that Lender is relying upon this Agreement and the undertakings of Guarantor hereunder in modifying certain terms of the Loan and further recognizes that the execution and delivery of this Agreement is a material inducement to Lender in entering into this Agreement. Guarantor has unconditionally delivered this Agreement to Lender and the failure to sign any other guaranty by any other person shall not discharge the liability of Guarantor hereunder.

15. This Agreement is executed and delivered as an incident to a lending transaction negotiated, consummated and performable in **Fort Worth, Tarrant County, Texas**, and shall be governed by and construed in accordance with the laws of the State of Texas.

16. Guarantor shall pay on demand all reasonable attorney's fees and all other costs and expenses incurred by Lender in connection with the preparation, administration, enforcement, collection or defense of this Agreement.

17. Guarantor hereby waives promptness, diligence, demand of payment, notice of acceptance of this Agreement, notice of intent to demand, notice of intent to accelerate, notice of acceleration, presentment, notice of protest, notice of dishonor, notice of the incurring by Borrower of additional indebtedness, and all other notices and demands with respect to the Guaranteed Indebtedness and this Agreement. Guarantor further waives any right to pursue any claim against Lender of any kind or character arising from this Agreement, including, but not limited to, wrongful setoff or wrongful dishonor. Guarantor waives any claim or defense that Borrower may have against Lender or Borrower may have to the indebtedness.

18. In case any one or more of the provisions contained in this Guaranty Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Guaranty Agreement, and the Guaranty Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of it.

19. This Agreement is intended by Guarantor as a final and complete expression of the terms of the Agreement, nor course of dealings between Guarantor and Lender, no uses of trade and no parole or extrinsic evidence of any nature shall be used to supplement or modify any term hereof. No condition to the full effectiveness of this Agreement exists.

Dated to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GUARANTOR:**

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Name)

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

**EXHIBIT "G"**

**Form of Texas Special Warranty Deed**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

STATE OF TEXAS

§

§

**KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF HUTCHINSON

§

That **ZIA BROADCASTING COMPANY, LLC**, a Delaware limited liability company, ("**Grantor**"), for and in consideration of a Promissory Note (the "**Note**") of even date executed by Grantee (as defined below) and payable to the order of Grantor in the principal amount of One Hundred Thousand and No/100 Dollars (\$100,000.00), and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto **ZIA RADIO GROUP, LLC**, a New Mexico limited liability company, ("**Grantee**"), whose address is 710 County Road K, Clovis, New Mexico 88101, the real property described on Exhibit "1" attached hereto and made part hereof by reference, together with all of Grantor's right, title and interest in and to (i) all rights, benefits, privileges, easements, tenements, and appurtenances thereon and pertaining thereto, including, without limitation, any right, title and interest of Grantor in and to adjacent public roadways or public alleys, rights of ingress and egress and any reversionary interests thereto, (ii) all strips and gores, and (iii) any and all improvements, buildings, and fixtures located or attached thereon (the "**Property**"). The Note is secured by a first and superior vendor's lien and superior title retained in this Special Warranty Deed With Vendor's Lien and by a first-lien Deed of Trust of even date concerning the Property from Grantee to Mark Allsup, Trustee. The vendor's lien against and superior title to the Property are retained until the Note is paid according to its terms, at which time this Special Warranty Deed with Vendor's Lien will become absolute.

To the extent that Grantor owns any mineral interest in the Property, Grantor EXCEPTS from the conveyance of the Property and RESERVES unto Grantor and Grantor's successors and assigns all of Grantor's right, title and interest, if any, in and to all oil, gas and other minerals; provided, however, that, to the extent the Grantor retains any interest in any such oil, gas and other minerals, Grantor hereby WAIVES all future surface uses of the Property and further WAIVES all rights of access, ingress and egress, over, upon, and across the Property including, without limitation, for the purposes of exploring for (including but not limited to, seismographic or geophysical exploration) any such minerals and for drilling wells, mining or producing the same and for storing and removing the same from the Property, except that Grantor may, from surface locations not on the Property, gather seismographic information under and through the Property and drill directional or horizontal wells under and through the Property and conduct operations in such wells, including completing, fracking, stimulating and other reasonable operations necessary to produce oil, gas and other minerals from such wells, provided that the wellbore of such wells shall be below the depth of Two Hundred feet (200') subsurface.

This conveyance is expressly made and accepted subject to all validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2022, which Grantee assumes and agrees to pay, (the "**Permitted Exceptions**").

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION FOR THE PROPERTY WAS BARGAINED FOR ON THE BASIS OF AN

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_



Exhibit "1"

Legal Description

A certain 5.6436 Acre Tract of Land located in the northeast Quarter (N.E./4) of Section 20, Block "Y", M. & C. Survey in Hutchinson County, Texas, in the City of Borger and being better described by Metes and Bounds as follows:

BEGINNING at a 3/8" Dia. Iron Rod set West a distance of 1555.97 feet from the Southeast Corner of the Northeast Quarter (N.E./4) of said Section 20, said Iron Rod being the Southeast Corner of this described Tract, and being located on the West R.O.W. of INA ST. in NORTH HILLS ADDITION to the City of Borger, as shown in the duly recorded map or plat thereof in Vol. 1, Page 63 of the Hutchinson County Clerk's Plat Records, AND ALSO on the North Boundary Line of CORONADO TERRACE ADDITION to the City of Borger, as shown in Vol. 1, Page 57 of the Hutchinson County Clerk's Plat Records;

THENCE, North along the West R.O.W. of said INA St. a distance of 511.23 feet to a 3/8" dia. Iron Rod set for the Northeast Corner of this described Tract;

THENCE, West along a line parallel to the North Boundary Line of said CORONADO TERRANCE ADDITION a distance of 511.23 feet to a 3/8" dia. Iron Rod set for the Northwest Corner of this described Tract;

THENCE, South along a line parallel to the West R.O.W. of said INA ST. a distance of 123.23 feet to a 3/8" dia. Iron Rod set for the Northwest Corner of an existing 0.356 Acre Tract of land deeded for the Hutchinson County Annex Parking Space;

THENCE, EAST along the North Boundary Line of said 0.356 Acre Tract a distance of 40.0 feet to a 3/8" dia. Iron Rod set for the Northeast Corner of said 0.356 Acre Tract;

THENCE, South along the East Boundary Line of said 0.356 Acre Tract a distance of 388.0 Feet to a Concrete Nail in the pavement, for the Southeast Corner of said 0.356 Acre Tract, said Point being the Southwest Corner of this described Tract and being on the North Boundary Line of said CORONADO TERRACE ADDITION;

THENCE, East along the North Boundary Line of said CORONADO TERRANCE ADDITION a distance of 471.23 Feet to the POINT OF BEGINNING, and containing 5.6436 Acres of Land, more or less.

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

**EXHIBIT "H"**

**Form of New Mexico Special Warranty Deed**

**SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

**ZIA BROADCASTING COMPANY, LLC**, a Delaware limited liability company ("**Grantor**"), for cash and a Promissory Note (the "**Note**") of even date executed by **ZIA RADIO COMPANY, LLC**, a New Mexico limited liability company ("**Grantee**") and payable to the order of Grantor in the principal amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), hereby GRANTS unto Grantee, whose address is 710 County Road K, Clovis, New Mexico 88101, the real property in Curry County, New Mexico described on **Exhibit "1"** attached hereto and made a part hereof by reference (the "**Property**"), together with all rights and appurtenances relating thereto and improvements thereon, WITH SPECIAL WARRANTY COVENANTS.

The Note is secured by a first and superior vendor's lien and superior title retained in this Special Warranty Deed With Vendor's Lien and by a first-lien Mortgage of even date concerning the Property from Grantee to Mark Allsup, Trustee. The vendor's lien against and superior title to the Property are retained until the Note is paid according to its terms, at which time this Special Warranty Deed with Vendor's Lien will become absolute.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION FOR THE PROPERTY WAS BARGAINED FOR ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES REGARDING THE PROPERTY EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THIS SPECIAL WARRANTY DEED WITH VENDOR'S LIEN.

THE PROPERTY IS BEING CONVEYED TO GRANTEE IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. GRANTOR MAKES NO WARRANTY OF CONDITION, MERCHANTABILITY, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY. ALL WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THIS SPECIAL WARRANTY DEED WITH VENDOR'S LIEN, ARE DISCLAIMED.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS RELYING SOLELY ON GRANTEE'S EXAMINATION OF THE PROPERTY. GRANTEE IS NOT RELYING ON ANY INFORMATION OR DISCLOSURES PROVIDED BY GRANTOR.

Witness my hand and seal to be effective as of this \_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR:**

**ZIA BROADCASTING COMPANY, LLC**,  
a Delaware limited liability company

By: \_\_\_\_\_  
Mark Allsup, President

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

## ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ §

202

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by Mark Allsup, as President of Zia Broadcasting Company, LLC, a Delaware limited liability company, in the capacity herein stated.

[ S E A L ]

Notary Public in and for the State of \_\_\_\_\_

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

Exhibit "1"

Tract 1:

A tract of land out of the South Half of the Southeast Quarter (S/2SE/4) of Section 25 Township 2 North (T2N) Range 35 East (R35E), N.M.P.M., Curry County, New Mexico more particularly described as follows:

BEGINNING at the Southeast corner, Section 25, Township 2 North (T2N), Range 35 East (R35E);

THENCE N 00°05'21" W along the East line of said Section 25, a distance of 1297.80 feet; THENCE S 89°33'25" W along the North line of the South Half of the Southeast Quarter (S/2SE/4) of said Section 25, a distance of 2636.80 feet to a point on the centerline for BNSF Railway; THENCE S 00°12'12" E along the centerline for BNSF Railway, a distance of 1291.65 feet to the South ¼ corner for Section 25; THENCE N 89°41'25" E along the South line of said Section 25, a distance of 2634.19 feet to the point and place of beginning. Said tract contains 78.333 acres of land.

**TOWER RADIAL DIRECTIONAL ANTENNA SYSTEM EASEMENT:**

Two Antenna Easements on a tract within the East Half Southeast Quarter Section 25, T2NR35E, N.M.P.M., Curry County, New Mexico and said easement being described as follows:

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Thence Northwesterly along the arc of a curve to the left of radius = 360' a distance of 143.90 feet to a point being S89°33'25"W a distance of 142.95 feet from the point of beginning. Said parcel having a mid-ordinate = 7.1 feet and an area of 684.36 square feet of land more or less.

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Tract 2:

Tract Three (3) in Block One (1) of the Rierson Addition to the City of Clovis, County of Curry, New Mexico, as shown by the official recorded plat thereof.

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_



**Exhibit "I"**

**Form of Bill of Sale**

**BILL OF SALE**

THIS BILL OF SALE (this "Bill of Sale") is entered into and made effective as of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between **ZIA BROADCASTING COMPANY, LLC**, a Delaware limited liability company, ("Seller"), and **ZIA RADIO COMPANY, LLC**, a New Mexico limited liability company, ("Buyer").

**RECITALS**

A. Seller and Buyer entered into that certain Improved Property Commercial Contract (the "Contract") dated as of \_\_\_\_\_, 20\_\_ (the "Contract"), for the purchase and sale of the real property and improvements and property thereon located in Borger, Hutchinson County, Texas, and Clovis, Curry County, New Mexico, as more particularly described in the Contract. Capitalized terms not otherwise defined in this Bill of Sale have the meanings given to them in the Contract.

B. In connection with the transactions contemplated by the Contract, Seller desires to sell, transfer, assign, and convey to Buyer, all of the Personal Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Seller sells, transfers, assigns, and conveys to Buyer, and Buyer accepts, all of Seller's right, title and interest in and to all of the Personal Property.

2. The Personal Property is sold, transferred, assigned, and conveyed by this Bill of Sale in furtherance of and subject to the terms and conditions of the Contract. This Bill of Sale does not supersede, replace, substitute for, expand, or extinguish any obligation, limitation, or provision of the Contract.

3. THE PERSONAL PROPERTY IS SOLD, TRANSFERRED, ASSIGNED, AND CONVEYED TO BUYER AND BUYER ACCEPTS THE PERSONAL PROPERTY IN ITS "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES CONCERNING THE FITNESS OR SUITABILITY OF THE PERSONAL PROPERTY FOR ANY PARTICULAR USE OR PURPOSE, BEING EXPRESSLY DISCLAIMED BY SELLER, AND WITHOUT RECOURSE TO SELLER.

4. This Bill of Sale is governed by the laws of the State of Texas without regard to its conflict of law principles. This Bill of Sale is binding on and inures to the benefit of Seller and Buyer and their respective successors and assigns. This Bill of Sale may be executed in any number of counterparts and delivered via facsimile, email, or other means of electronic transmission, each of which when executed and delivered will be deemed to be an original and all of which counterparts taken together will constitute but one and the same instrument. The recitals set forth above are true and complete and incorporated into this Bill of Sale.

*{Signatures on following page}*

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale to be effective as of the Effective Date.

**BUYER:**

**ZIA RADIO GROUP, LLC**, a New Mexico  
limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

**ZIA BROADCASTING COMPANY, LLC**, a  
Delaware limited liability company

By: \_\_\_\_\_

Mark Allsup, President

**Exhibit “J”**

**Form of Assignment of Lease**

**ASSIGNMENT OF LEASE**

THIS ASSIGNMENT OF LEASE (this “Assignment”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between **Zia Broadcasting Company, LLC**, a Delaware limited liability company (“Assignor”), and **Zia Radio Group, LLC**, a New Mexico limited liability company (“Assignee”).

**RECITALS:**

WHEREAS, Assignor and Assignee entered into that certain Improved Property Commercial Contract (the “Contract”) dated as of \_\_\_\_\_, 20\_\_ (the “Contract”), for the purchase and sale of the real property and improvements and property thereon located in Borger, Hutchinson County, Texas, and Clovis, Curry County, New Mexico, as more particularly described in the Contract. Capitalized terms not otherwise defined in this Assignment have the meanings given to them in the Contract; and

WHEREAS, in connection with the consummation of the transactions contemplated under the Contract, Assignor and Assignee hereby desire to execute this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, transfers, and assigns to Assignee all of its right, title and interest in and to that certain Lease of Land (Long Term) dated April 21, 1965 between Seller and Strong Capital VIII, LLC (as amended and assigned, “Lease”).

2. Assignee hereby accepts the foregoing assignment and hereby agrees, from and after the Effective Date, to perform all of the terms and conditions of the Lease to be performed on the part of Assignor and assumes any and all liabilities and obligations of Assignor under the Lease arising or accruing from and after the Effective Date.

3. Assignee hereby agrees to save, defend, indemnify and hold harmless Assignor from and against any and all claims, losses, liabilities, damages, and expenses, including reasonable attorneys’ fees, suffered or incurred by Assignor by reason of any breach by Assignee of any of Assignee’s obligations under the Lease from and after the Effective Date.

4. This Assignment is executed in furtherance of and subject to the terms and conditions of the Contract.

5. This Assignment is governed by the laws of the State of Texas without regarding to conflict of laws principles. This Assignment is binding on and inures to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment. The recitals above are true and accurate and are incorporated into this Assignment.

*{Signatures on following page}*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

**ASSIGNEE:**

**ZIA RADIO GROUP, LLC**, a New Mexico  
limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNOR:**

**ZIA BROADCASTING COMPANY, LLC**, a  
Delaware limited liability company

By: \_\_\_\_\_  
Mark Allsup, President