

## **ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** (this “Agreement”) is entered into as of October 7, 2022 (“Effective Date”) among **RADIO CUMBRE BROADCASTING, INC.**, a Connecticut corporation (“CUMBRE” hereinafter “Seller”) and **TRIGNITION MEDIA, LLC**, a Connecticut limited liability company (“Trignition” hereinafter “Buyer”).

### **RECITALS**

**WHEREAS**, Seller owns and operates the radio broadcast stations WCUM-AM, Bridgeport, Connecticut, 1450 AM (FCC Facility ID Number 54553) and W277DP, 103.3 FM, (Facility ID 200726 (hereinafter the “Station”) pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”).

**WHEREAS**, pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station Assets (defined below).

**NOW, THEREFORE**, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

### **ARTICLE 1** **SALE AND PURCHASE**

1.1 Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to all assets, properties, interests and rights of Seller, tangible and intangible, that are used or held for use in the operation of the Station, except the Excluded Assets (defined below) (the “Station Assets”), including without limitation the following:

(a) all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Station (the “FCC Licenses”) and the Permit for the Translator, including those described on *Schedule 1.1(a)*, as well as any renewals or modifications thereof between the Effective Date and Closing (defined below);

(b) all of Seller’s equipment, transmitters, antennas, cables, towers, fixtures, spare parts and other tangible personal property of every kind and description that are primarily used or held for use in the operation of the Station together with any replacements thereof, except for any permitted retirements or dispositions thereof made between the date hereof and Closing Date in the ordinary course of business and consistent with past practices of Seller (the “Tangible Personal Property”) listed on *Schedule 1.1(b)*;

(c) all agreements entered into in the ordinary course of business for the sale of advertising time on the Station for cash that exist at Closing and that are cancellable upon sixty (60) days' notice without penalty whether made before or after the date hereof (ii) contracts and agreements that are used in the operation of the Station and listed on *Schedule 1.1(d)* and (iii) all other contracts and agreements entered into between the Effective Date and Closing subject to the limitations set forth in Section 4.1(e)(vii) (the "Assumed Contracts");

(d) all of Seller's rights in and to the Station's call letters and Seller's rights in and to the trademarks, trade names, service marks, copyrights, domain names, websites, web content, computer software, programs and programming material, jingles, slogans, logos, Facebook, Twitter and other social media accounts, and other intangible property primarily used or held for use in the operation of the Station, including without limitation those listed on *Schedule 1.1(e)* (the "Intangible Property");

(e) all interests of Seller in all programs and programming materials and elements of whatever form or nature primarily used or held for use in the operation of the Station, whether recorded on tape or any other substance or intended for live performance, and whether completed or in production, and all related common-law and statutory copyrights used or held for use in the operation of the Station;

(f) Seller's rights in and to all the files, documents, records, and books of account (or copies thereof) relating primarily to the operation of the Station, including the Station's local public files, programming information and studies, blueprints, technical information and engineering data, advertising studies, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and logs (but excluding records related to the Excluded Assets);

(g) all claims (including warranty claims), deposits, and prepaid expenses (to the extent Seller receives a credit therefor under Section 1.6); and

(h) Seller's goodwill in, and the going concern value of, the Station.

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens") except for the Assumed Obligations (defined below), and any liens by creditors of Seller, which will be released at or prior to Closing (collectively, "Permitted Liens").

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following assets (the "Excluded Assets"):

(a) all cash and cash equivalents of Seller, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, money market accounts and all such similar accounts or investments;

(b) all tangible and intangible personal property of Seller retired or disposed of in the ordinary course of business of Seller between the date of this Agreement and Closing, as permitted hereunder;

(c) all Assumed Contracts that are terminated, not due to Seller breach, or expire prior to Closing in the ordinary course of business of Seller, and those contracts and agreements not included in the Assumed Contracts;

(d) Seller's trade names not exclusive to the operation of the Station, charter documents, and books and records relating to the organization, existence or ownership of Seller, duplicate copies of the records of the Station, and all records not relating to the operation of the Station;

(e) contracts of insurance, and all insurance proceeds and claims made thereunder, except as provided by Section 5.4 and 5.5;

(f) all pension, profit sharing and deferred compensation plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Seller;

(g) the Station's accounts receivable existing prior to the time of Closing (the "A/R");

(h) any non-transferable shrink-wrapped computer software and any other non-transferable computer licenses that are not material to the operation of the Station;

(i) all rights and claims of Seller, whether mature, contingent or otherwise, against third parties with respect to the Station or Station Assets, to the extent arising during or attributable to any period prior to Closing;

(j) all deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent Seller receives a credit therefor under Section 1.6;

(k) any and all media files (audio, video, photographic) and programming/content utilizing the voice and or likeness of Pablo de Jesus Colon, hijo and all related rights of ownership, (copyright, trademarks, etc.) to said media files and programming.

(l) the items listed on *Schedule 1.2*.

1.3 Assumed Obligations. On the Closing Date, Buyer shall assume (i) the obligations of Seller arising during, or attributable to, any period of time on or after the

Closing Date under the Assumed Contracts, and (ii) any other liabilities of Seller for which Buyer receives a credit under Section 1.6 (collectively, the “Assumed Obligations”). Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of Seller (the “Retained Obligations”).

1.4 Purchase Price. The purchase price to be paid for the Station Assets shall be the sum of Three Hundred Forty Eight Thousand Dollars (\$348,000.00), subject to adjustment pursuant to Section 1.6 (the “Purchase Price”).

(a) On or around March 1, 2022, Buyer deposited Five Thousand Dollars (\$5,000.00) (the “Initial Deposit”) in a non interest bearing escrow account maintained by George C. Tzepos, Trustee (the “Escrow Agent”) pursuant to an Escrow Agreement (the “Escrow Agreement”) of even date herewith among Buyer, Seller and the Escrow Agent.

(b) The Purchase Price less the Escrow Deposit shall be paid at Closing as follows: \$250,000.00 in cash, paid at closing, and designated to be distributed to Cumbre’s secured creditors; \$10,000.00 in cash, paid at closing, and designated to be paid prorated to the unsecured creditors of Cumbre; \$40,000.00 in cash, paid at closing, to Migdalia Colon; \$24,000.00 for Consultancy Agreement to Migdalia Colon or to her heirs and/or assigns to be paid at the rate of \$1,000.00 per month for 24 months commencing 30 days after closing; \$24,000.00 for Covenant Not to Compete to Pablo Colon, III or to his heirs and/or assigns to be paid at the rate of \$1,000.00 per month for 24 months commencing 30 days after closing.

1.5 Prorations.

(a) All income and operating expenses related or attributable to the operation of the Station until 11:59 p.m. on the date preceding the day of Closing (the “Adjustment Time”) shall be prorated and attributed to the account of Seller and thereafter for the account of Buyer, and income and expenses shall be prorated between Seller and Buyer as of the Adjustment Time in accordance with generally accepted accounting principles, and the Purchase Price shall be adjusted accordingly.

(b) Such prorations shall include all personal property taxes (except transfer taxes as provided by Section 11.1), music and other license fees, FCC regulatory fees, utility expenses, rent and other amounts under Assumed Contracts, utility expenses, rent and other amounts under Assumed Contracts and similar prepaid and deferred items. Seller shall receive a credit for all of the Station’s deposits and prepaid expenses to the extent the benefit of the same is transferable to Buyer. Prorations and adjustments shall be made at Closing to the extent practicable. As to those prorations and adjustments not capable of being ascertained at Closing, an adjustment and proration shall be made within one hundred twenty (120) calendar days of Closing. In the event Buyer and Seller are unable to agree on the final prorations and adjustments to the Purchase Price, the parties shall pay the amounts which are not in dispute as provided herein and such disputed

amounts shall be determined by a certified public accountant mutually acceptable to the parties whose determination shall be final. Buyer and Seller shall each be responsible for one-half of the cost of such certified public accountant.

1.6 Allocation. Prior to Closing, Buyer and Seller shall allocate the Purchase Price for tax purposes in accordance with the respective fair market values of the Station Assets and the goodwill being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the “Code”). Each of Buyer and Seller shall file a tax return reflecting its allocation as and when required under the Code. If Buyer and Seller have not mutually agreed on an allocation prior to the Closing, and after Closing, the parties cannot agree on an allocation of the Purchase Price, the parties shall hire a certified public accountant or other professional experienced in the evaluation of broadcast properties to determine such allocation, which shall be binding on the parties. The parties shall mutually agree on such an appraiser and shall instruct the appraiser to deliver his report within ninety (90) days after Closing. Buyer and Seller shall each be responsible for one-half of the cost of such appraisal.

1.7 Closing. The consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the “Closing”) shall take place within five (5) business days after the date that the FCC Consent becomes Final (as defined in Section 5.8). In any case, Closing shall be subject to the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Articles 6 or 7 below (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing). The date on which the Closing is to occur is referred to herein as the “Closing Date.” If Buyer waives the Closing condition that the FCC Consent is Final, then the parties will use good faith efforts to close within ten (10) business days after the FCC issues the FCC Consent.

1.8 FCC Consent. No later than April 30, 2022, Cumbre and Trignition shall file an application (the “FCC Application”) requesting FCC consent to the assignment of the FCC Licenses from CUMBRE to Trignition without the imposition of any non-standard condition(s) that may adversely affect any of the Station or Buyer’s ownership or operation of any of the Station Assets (the “FCC Consent”). CUMBRE and Trignition shall diligently prosecute the FCC Application and use commercially reasonable efforts to obtain the FCC Consent as expeditiously as possible. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall furnish all information required by the FCC. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder. In addition, to the extent reasonably necessary to expedite grant by the FCC of the FCC Consent, if requested by FCC staff, Seller shall

enter into reasonable tolling agreements with the FCC to extend the statute of limitations for the FCC to determine or impose a forfeiture penalty against the Station in connection with (i) any pending complaints that the Station aired programming that contained obscene, indecent or profane material, or (ii) any other enforcement matters against the Station with respect to which the FCC may permit Seller to enter into a tolling agreement; including, without, limitation, entering into an escrow agreement and funding an escrow with the FCC; provided, that, Seller shall not be required to enter into any such escrow agreement which is not consistent with past FCC practice. Buyer and Seller shall consult in good faith with each other prior to Seller entering into any such tolling agreement. Neither Buyer nor Seller shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of materially delaying the issuance of the FCC Consent. Seller and Buyer shall share the costs of the FCC application filing fees.

1.9 Collection of A/R. Prior to or on the Closing Date, Seller shall provide to Buyer a true and complete list of the A/R which remains uncollected as of Closing and the aging therefor. The A/R shall remain the property of Seller, and Buyer shall not acquire any right or interest therein. During the sixty (60) day period following Closing (the "Collection Period"), Buyer shall use commercially reasonable efforts to collect the A/R, consistent with its usual collection practices. For each month during the Collection Period, Buyer shall remit to Seller any payments relating to the A/R together with a written accounting thereof (identifying the debtor, the amount outstanding, and the amount collected, etc.) within ten (10) days after the end of each calendar month during the Collection Period. Seller shall not attempt to collect any of the A/R during the Collection Period. If Seller receives a payment from an account debtor of the Station that relates to A/R earned prior to Closing, Seller shall retain such payment and Seller shall promptly notify Buyer thereof. At the end of the Collection Period, Buyer shall turn back to Seller any uncollected A/R. Seller may thereafter pursue collections of any outstanding A/R and Buyer shall have no further obligation with respect to the A/R.

## ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as follows:

2.1 Organization. CUMBRE is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. CUMBRE is qualified to do business in the State of Connecticut. CUMBRE has the requisite power and authority to own and operate the Station, to carry on the Station's business as now conducted by it, and to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

2.2 Authorization. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of CUMBRE (the "Seller Authorization") and do not require any further authorization or consent of CUMBRE. This Agreement and the

documents to be made pursuant hereto are legal, valid and binding agreements of CUMBRE and enforceable in accordance with their respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3 No Conflicts. The execution, delivery and performance by Seller of this Agreement and the documents to be made pursuant hereto does not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent, and except for counter-party consent to assign those Assumed Contracts designated on *Schedule 1.1(d)*.

2.4 FCC Licenses. CUMBRE holds the FCC Licenses listed and described on *Schedule 1.1(a)*. Such FCC Licenses constitute all of the authorizations required under the Communications Act of 1934, as amended (the "Communications Act"), or the rules, regulations and policies of the FCC for the present operation of the Station. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending or, to CUMBRE's knowledge, threatened any action by or before the FCC to revoke, suspend, cancel, rescind or adversely modify any of the FCC Licenses (other than proceedings relating to FCC rules of general applicability) and there is no order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint pending or, to CUMBRE's knowledge, threatened against CUMBRE or the Station by or before the FCC. CUMBRE and the Station Assets (including all towers) are in compliance in all material respects with the FCC Licenses, the Communications Act and the rules, regulations and policies of the FCC and all rules and regulations of the Federal Aviation Administration ("FAA") applicable to the Station. The Station has operated in accordance with its FCC-licensed parameters. The Station is not receiving, and to CUMBRE's knowledge, the Station is not causing, prohibited interference, from or to any other station. All material reports and filings required to be filed with, and all regulatory fees required to be paid to, the FCC by CUMBRE with respect to the Station (including without limitation all required equal employment opportunity reports) have been filed and no amounts currently due remain unpaid. All such reports and filings are accurate and complete in all material respects. CUMBRE maintains public files for the Station as required by FCC rules. Seller holds the Permit for the Translator, but makes no other representations or warranties with respect to the FCC authorizations or operations of the Translator.

2.5 Taxes. Seller has paid or will pay at closing any taxes secured against property being sold herein. The parties acknowledge that some taxes may not be paid at closing. Seller will hereby indemnify Buyer regarding unpaid taxes provided Buyer has a

liability for same, has provided Seller with the opportunity to resolve said tax obligation and Seller has not resolved the tax obligation within 60 days.

2.6 Personal Property. *Schedule 1.1(b)* contains a list of all items of Tangible Personal Property included in the Station Assets. Each item of Tangible Personal Property shall be transferred to Buyer in AS-IS, WHERE-IS condition. Except as noted on *Schedule 1.1(b)*, each item of Tangible Personal Property required for the operation of the Station is in operating condition and has been maintained in accordance with industry standards.

2.7 Real Property. None

2.8 Contracts. *Schedule 1.1(d)* contains a list of all Assumed Contracts (other than ordinary course time sales agreements that are cancellable upon sixty (60) days' notice without penalty). Each of the Assumed Contracts is in effect and is binding upon Seller and, to Seller's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Seller has performed its obligations under each of the Assumed Contracts in all material respects, and is not in material default thereunder, and to Seller's knowledge, no other party to any of the Assumed Contracts is in default thereunder in any material respect. There are no Assumed Contracts between Seller and any affiliate of Seller.

2.9 Environmental. To Seller's knowledge, no hazardous or toxic substance or waste (including without limitation petroleum products) or other material regulated under any applicable environmental, health or safety law is located or has been generated, stored, transported or released on, in, from or to the Owned Real Property or the Station Assets. Seller has not received in respect of the Station or Station Assets any notice or claim to the effect that it is or may be liable under any environmental, health or safety law. To Seller's knowledge, neither the Station nor any Station Assets are the subject of any investigation by any governmental authority with respect to a violation of any environmental, health or safety law.

2.10 Intangible Property. *Schedule 1.1(e)* contains a description of all material Intangible Property. Seller has received no notice of any claim that any Intangible Property or the use thereof conflicts with, or infringes upon, any rights of any third party (and there is no basis for any such claim of conflict). No Intangible Property is the subject of any pending, or, to Seller's knowledge, threatened legal proceedings claiming infringement or unauthorized use.

2.11 Station Assets. Seller has good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Liens and liens which will be released at or prior to Closing. At Closing, Seller will transfer to Buyer good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Liens. Seller maintains



sufficient insurance policies with respect to the Station and the Station Assets and will maintain such policies in full force and effect until Closing.

2.12 Compliance with Law. Except as set forth in *Schedule 2.12*, (a) Seller has, to its knowledge, complied in all material respects and is in compliance in all material respects with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the Station or the Station Assets, (b) there is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Station or the Station Assets, and (c) to Seller's knowledge, there are no complaints, claims or investigations pending or threatened against Seller in respect of the Station or the Station Assets.

2.13 No Finder. Except for Kozacko Media Services, no broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf. Payment of fees owed to Kozacko Media Services shall be BUYER'S sole cost and expense.

2.14 Disclaimer of Other Express and Implied Representations and Warranties. Except for the representations and warranties expressly made by Seller in this Agreement or in any exhibit or schedule attached hereto, Seller makes no other representations or warranties, express or implied, whether statutory or by common law regarding Seller or the Station Assets.

### ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows:

3.1 Authorization. Trignition has the requisite power and authority to execute, deliver and perform this Agreement and the documents to be made pursuant hereto. This Agreement and the documents to be made pursuant hereto are legal, valid and binding agreements of Trignition enforceable in accordance with their respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.2 No Conflicts. The execution, delivery and performance by Trignition of this Agreement and the documents to be made pursuant hereto does not conflict with any agreement, law, judgment, order, or decree to which either Trignition is subject, and does

not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority that has not been obtained or will not be obtained prior to Closing, except the FCC Consent.

3.3 Qualification. Trignition is legally and financially qualified to hold the FCC Licenses and Permit and operate the Station under the Communications Act and the rules, regulations and policies of the FCC as they exist on the date of this Agreement. Trignition is not aware of any facts related to Trignition that would, under existing law, disqualify Trignition as an assignee of the FCC Licenses or Permit or as the owner and operator of the Station. No waiver of or exemption from any existing FCC rule or policy on the part of Trignition is necessary for the FCC Consent to be obtained.

3.4 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer's behalf. Payment of any broker engaged by Buyer shall be Buyer's sole cost and expense.

3.5 Financing. Buyer has on hand or from committed funds financial resources sufficient to consummate the transactions contemplated by this Agreement and to operate the Station after the Closing Date. Buyer's obligations hereunder are not subject to or conditioned upon it obtaining financing or a financing commitment of any nature.

#### ARTICLE 4: SELLER COVENANTS

4.1 Covenants. From the date hereof until Closing, Seller shall:

- (a) keep the books and accounts, records and files of the Station in the ordinary course, and preserve the Station Assets;
- (b) maintain the FCC Licenses in full force and effect and, if applicable, timely file and diligently prosecute any necessary applications for renewal of the FCC Licenses;
- (c) take no actions to surrender or cancel the Permit for the Translator;
- (d) keep all Tangible Personal Property and in its present operating condition (ordinary wear and tear excepted) and otherwise preserve intact the Station Assets and maintain in effect its current insurance policies with respect to the Station and the Station Assets;
- (e) not, without the prior written consent of Buyer:

(i) sell, lease or otherwise dispose of any Station Assets except for non-material dispositions in the ordinary course of business of items which are replaced by assets of comparable or superior kind, condition and value;

(ii) create, assume or permit to exist any Liens on the Station Assets (other than Liens in effect on the Effective Date which will be released at Closing and Permitted Liens), and not dissolve, liquidate, merge or consolidate with any other entity;

(iii) enter into any employment, labor or union agreement or plan (or amendments of any such existing agreements or plan except in the ordinary course of business) that will be binding upon Buyer after Closing;

(iv) make any payment or commitment to pay severance or a stay bonus to any employee of the Station that will be binding upon Buyer after Closing;

(v) modify any of the FCC Licenses or the Permit;

(vi) amend or terminate any of the Assumed Contracts; or

(vii) except as set forth on *Schedule 4.1(vii)*, enter into any contract, lease or agreement with respect to the Station except for agreements entered into in the ordinary course of business consistent with past practice that (a) will be fully performed prior to the Closing or (b) contracts, leases or agreements with a term of one (1) year or less and that involve cash receipts of \$25,000 or less.

(f) Seller makes no representation or warranty that the Station will remain in operation following the execution of this Agreement, and such operations will not be a condition to Buyer's obligation to consummate the transactions contemplated by this Agreement. If the Station ceases to operate, Seller will file with the FCC such notifications, and seek such approvals from the FCC, as are required by the rules and policies of the FCC.

## ARTICLE 5: JOINT COVENANTS

5.1 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except on a confidential basis to the parties' attorneys, accountants, investment bankers, investors and lenders, and their respective attorneys for the purpose of consummating the transaction contemplated by this Agreement.

5.2 Announcements. The parties shall coordinate the timing of a mutually agreeable announcement and employee notice. Prior to such announcement and notice, no party shall, without the prior written consent of the other, issue any press release or

make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that either party is otherwise obligated by law, in which case such party shall give advance notice to the other, and except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement and the terms hereof and thereof will be filed with the FCC Application and thereby become public.

5.3 Control. Consistent with FCC rules, control, supervision and direction of the operation of the Station prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses.

5.4 Risk of Loss. Seller shall bear the risk of any loss of or damage to any of the Station Assets at all times prior to the Closing, and Buyer shall bear the risk of any such loss or damage thereafter. Subject to Section 5.5, if prior to such time any item of Tangible Personal Property is damaged or destroyed or otherwise not in the condition described in Section 2.6 in any material respect, then Seller shall use commercially reasonable efforts to repair or replace such item in all material respects in the ordinary course of business, but if such repair or replacement is not completed prior to Closing and such damage and destruction would not reasonably be expected to result in a Material Adverse Effect on the operation and business of the Station, then the parties shall proceed to Closing, and as Buyer's sole remedy, the proceeds of any insurance covering such damage or destruction shall be assigned to Buyer at Closing, and to the extent such proceeds are not sufficient to cover the cost of such repair or replacement, the Purchase Price shall be reduced by an amount equal to the deficiency, and Seller's representations and warranties, and Buyer's pre-Closing termination rights and post-Closing indemnification rights, with respect to the affected Station Assets will thereby be deemed qualified solely to the extent necessary to take into account such damage or destruction and its remedy; provided, however, Seller shall not be obligated to repair or replace items if the uninsured portion of such repairs or replacement would exceed \$5,000 in the aggregate, in which case Buyer or Seller may, upon written notice to the other, (i) terminate this Agreement without cause, or (ii) proceed to Closing and Seller shall assign all insurance proceeds covering such damage or destruction to Buyer and to the extent such proceeds are not sufficient to cover the cost of such repair or replacement as set forth above, the Purchase Price shall be reduced by the amount of the deficiency, but not to exceed \$5,000, and Seller's representations and warranties, and Buyer's pre-Closing termination rights and post-Closing indemnification rights, with respect to the affected Station Assets will thereby be deemed qualified solely to the extent necessary to take into account such damage or destruction and its remedy. To the extent Seller complies with this Section 5.4, Seller shall not be in breach of this Agreement with respect to such damaged or destroyed item of Tangible Personal Property. If such damage and destruction will result in a Material Adverse Effect on the Station, then Buyer may delay Closing until five (5) business days after the repair or replacement of such item(s). As used herein, "Material Adverse Effect" means any event, effect or change that, individually or in the aggregate, would have a material adverse effect on the business, property, or operations of the Station, but shall specifically exclude any material adverse effect caused by changes in laws, general economic, financial, market or political

conditions affecting the radio broadcasting industry as a whole (whether directly or as part of the larger United States economy), the announcement of this Agreement or legal, accounting, governmental, regulatory, competitive or other factors affecting the radio broadcasting industry generally.

5.5 [Reserved].

5.6 Consents. Prior to Closing, Seller shall obtain the Required Consents (defined below), and Seller shall use commercially reasonable efforts to obtain the other consents noted on *Schedule 1.1(c)* and *Schedule 1.1(d)* hereto (which shall not require any payment to any such third party). To the extent reasonably requested by Seller, Buyer shall use commercially reasonable efforts to cooperate to obtain such consents (which shall not require Buyer to pay any consideration to any such third party). To the extent that any Assumed Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed at Closing pursuant hereto shall not constitute an assignment thereof, but to the extent permitted by law shall constitute an equitable assignment by Seller and assumption by Buyer of Seller's rights and obligations under the applicable Assumed Contract, with Seller making available to Buyer the benefits thereof and Buyer paying any monies owed and performing and complying with the obligations thereunder on Seller's behalf; provided, however, that *Schedule 1.1(c)* identifies those consents the receipt of which is a condition precedent to Buyer's obligation to close under this Agreement (the "Required Consents").

5.8. Final Order.

(a) For purposes of this Agreement, the term "Final" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

(b) Buyer, at its sole option, may notify Seller that it intends to waive the requirement that the FCC Consent becomes Final, and specify a Closing Date. In such event, the parties agree that they will execute an unwind agreement at Closing, in a form which is mutually acceptable to both parties setting forth the terms and conditions of the rescission of the assignment of the FCC Licenses and other Station Assets.

ARTICLE 6:  
SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing is subject to satisfaction of the following conditions at or prior to Closing:

6.1 Bringdown.

(a) Each of the representations and warranties of Buyer contained in this Agreement was true and correct as of the date when made and is deemed to be made again at Closing and is then true and correct, except where the failure to be true or correct has not precluded or would not reasonably be expected to preclude Buyer from consummating the transaction on the terms provided in the Agreement.

(b) Buyer shall have performed and complied with each and every covenant and agreement required by the Agreement to be performed or complied with by Buyer prior to or at Closing except where the failure to perform or comply with such covenant or agreement has not precluded and would not reasonably be expected to preclude Buyer from consummating the transaction on the terms provided in the Agreement.

(c) Seller shall have received a certificate dated as of Closing from Buyer to the effect that the conditions set forth in Sections 6.1(a) and 6.1(b) have been satisfied (the “Buyer Bringdown Certificate”).

6.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

6.3 FCC Consent. The FCC Consent shall have been granted.

6.4 Deliveries. Buyer shall have made the deliveries to be made by it at Closing under this Agreement.

6.5 Lender’s Consent. The Parties acknowledge that the Seller will not receive sufficient proceeds to pay the creditors of Seller in full and as a result, Seller requires the consent of its secured creditors to proceed to Closing.

#### ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing is subject to satisfaction of the following conditions at or prior to the Closing:

7.1 Bringdown.

(a) Each of the representations and warranties of Seller contained in this Agreement was true and correct as of the date when made and is deemed to be made again at Closing and is then true and correct in all material respects except with respect to changes contemplated or permitted by this Agreement, and except where the failure to be true and correct has not had, and would not be reasonably expected to have, a Material Adverse Effect (as defined in Section 5.4).

(b) Seller shall have performed and complied with each and every covenant and agreement required by this Agreement to be performed or complied with by

Seller prior to or at Closing except where the failure to perform or comply with such covenant or agreement has not caused or would not be reasonably expected to cause, individually or when taken together with any or all other breaches or failures to perform or comply by Seller, a Material Adverse Effect.

(c) Buyer shall have received a certificate dated as of Closing from each Seller (executed by an authorized officer) to the effect that the conditions set forth in Sections 7.1(a) and 7.1(b) have been satisfied (the “Seller Bringdown Certificate”).

7.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

7.3 FCC Consent. The FCC Consent shall have been granted.

7.4 Intentionally Omitted.

7.5 Material Adverse Effect. There shall have been no Material Adverse Effect in the Station Assets, or in the business, operations or condition of the Station.

7.6 Leases. The Buyer has obtained new leases or an assignment of Seller’s current leases from Seller’s landlords.

7.7. Tax Clearance. The Buyer successfully obtained a tax clearance from the State of Connecticut for this transaction.

## ARTICLE 8:

### CLOSING DELIVERIES

8.1 Seller Deliveries. At Closing, Seller shall deliver or cause to be delivered to Buyer:

(a) good standing certificates for each Seller issued by each Seller’s jurisdiction of incorporation;

(b) a certified copy of the Seller Authorization;

(c) the Seller Bringdown Certificate;

(d) an assignment and assumption of FCC Licenses assigning the FCC Licenses and Permit from Seller to Buyer (“FCC Assignment”);

(e) an assignment and assumption of Assumed Contracts assigning the Assumed Contracts from Seller to Buyer (“Contract Assignment”);

(g) domain name transfers assigning the Station’s domain names from Seller to Buyer following customary procedures of the domain name administrator;

- (h) a bill of sale conveying all Station Assets to Buyer;
- (i) the Required Consents;
- (j) any additional consents to assignment obtained by Seller as contemplated by Section 5.6;
- (k) appropriate documentation necessary to release all Liens (if any) (except for Permitted Liens) on the Station Assets; or
- (l) any other documents and instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets (including trademarks) to Buyer, free and clear of Liens, except for Permitted Liens.

8.2 Buyer Deliveries. At the Closing, Buyer shall deliver to Seller:

- (a) the Purchase Price in accordance with the terms of this Agreement;
- (b) the Buyer Bringdown Certificate;
- (c) the FCC Assignment;
- (d) the Contract Assignment;
- (e) any other documents and instruments of assumption that may be reasonably necessary to assume the Assumed Obligations.

## ARTICLE 9: SURVIVAL AND INDEMNIFICATION

9.1 Survival. The representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date at which time they shall expire and be of no further force or effect, except that if within such applicable period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the resolution of such claim. The covenants and agreements in this Agreement shall survive Closing until performed. No investigation by the parties made heretofore or hereafter shall affect the representations and warranties of the parties contained in or made pursuant hereto.

9.2 Indemnification.

- (a) From and after Closing, Seller shall defend, indemnify and hold harmless Buyer and its affiliates and their respective employees, officers, directors, successors and assigns (“Buyer Indemnified Party”) from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys’ fees and expenses (“Damages”) incurred by Buyer arising out of or resulting from:



(i) any breach by Seller of its representations and warranties under this Agreement;

(ii) any default by Seller of its covenants and agreements under this Agreement;

(iii) the Retained Obligations; or

(iv) without limiting the foregoing, the business or operation of the Station prior to Closing.

Notwithstanding the foregoing or anything else herein to the contrary (except as otherwise specifically set forth below), after Closing, (i) Seller shall have no liability to any Buyer Indemnified Party under Section 9.2(a)(i) until Buyer and all Buyer Indemnified Parties' aggregate Damages exceed \$ \_\_\_\_\_ ("Basket") (at which point Seller shall be liable for all Damages incurred by the Buyer Indemnified Parties, in excess of the Basket), and (ii) the maximum aggregate liability of Seller under Section 9.2(a)(i) shall be Twenty Six Thousand Dollars (\$) \_\_\_\_\_ ("Cap").

(b) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller its affiliates and their respective employees, officers, directors, successors and assigns ("Seller Indemnified Party") from and against any and all Damages incurred by any Seller Indemnified Party arising out of or resulting from:

(i) any breach by Buyer of its representations and warranties under this Agreement;

(ii) any default by Buyer of its covenants and agreements under this Agreement;

(iii) the Assumed Obligations; or

(iv) without limiting the foregoing, the business or operation of the Station after Closing (including any third party claim arising from such operations).

Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Buyer shall have no liability to any Seller Indemnified Party under Section 9.2(b) (i) until Seller and all Seller Indemnified Parties' aggregate Damages exceed the Basket (at which point Buyer shall be liable for all Damages incurred by the Seller Indemnified Parties, in excess of the Basket) and (ii) the maximum aggregate liability of Buyer under Section 9.2(b) (i) shall be the Cap.

Notwithstanding anything herein to the contrary, the Basket shall not apply to any Damages related to intentionally false statements or fraudulent actions by any party hereto in breach of any of the representations, warranties or to any nonperformance of

any covenants set forth in this Agreement or any document, instrument or agreement that is to be delivered to the other party pursuant to the terms of this Agreement.

Further, notwithstanding anything herein to the contrary, Buyer shall not be entitled to make any Claim for Damages after the Closing as a result of a breach by Seller of Seller's representations or warranties as to the operating condition of (i) the Tangible Personal Property set forth in Section 2.6 hereof.

### 9.3 Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by a third party that is subject to indemnification hereunder (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel reasonably satisfactory to the parties. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's cost.

(c) Notwithstanding anything herein to the contrary:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of any Claim, and shall have the right to consult with the indemnifying party and its counsel concerning any Claim, and the indemnifying party and the indemnified party shall cooperate in good faith with respect to any Claim;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include a release of the indemnified party from all liability in respect of such Claim.

## ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. This Agreement may be terminated prior to Closing as follows (provided such terminating party is not in material default of the Agreement):

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller:

(i) does not perform or comply with any of the obligations to be performed or complied with by it under this Agreement within the Cure Period (defined below) except where the failure to perform or comply with such covenant or agreement has not resulted in and is not reasonably expected to result in a Material Adverse Effect; or

(ii) breaches any of its representations or warranties contained in this Agreement which have not been cured within the Cure Period other than a failure or breach that has not resulted in and is not reasonably expected to result in a Material Adverse Effect;

(c) by written notice of Seller to Buyer if Buyer:

(i) does not perform or comply with any of the obligations to be performed or complied with by it under this Agreement within the Cure Period except where the failure to perform or comply with such covenant or agreement has not and would not reasonably be expected to preclude Buyer from consummating the transaction on the terms provided in the Agreement; or

(ii) breaches any of its representations or warranties contained in this Agreement which breach has not been cured within the Cure Period except where such failure or breach has not, and would not reasonably be expected to preclude Buyer from consummating the transaction on the terms provided in the Agreement;

(d) by written notice of Buyer to Seller, or by Seller to Buyer, if the FCC denies the FCC Application and such denial is Final;

(e) by written notice of Buyer to Seller, or by Seller to Buyer, if the Closing does not occur within one (1) year of the Effective Date; or

(f) by written notice of Buyer to Seller or Seller to Buyer if Buyer elects to terminate this Agreement (or refuses to proceed to Closing) under Sections 5.4 or 5.7.

The term “Cure Period” as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) thirty calendar days thereafter or (ii) the Closing Date determined under Section 1.7; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date determined under Section 1.7, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date determined under Section 1.7. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Sections 1.4 (Purchase Price), 5.1 (Confidentiality), 5.2 (Announcements), 10.3 (Liquidated Damages), 10.4 (Attorney’s Fees) and 11.1 (Expenses) shall survive any termination of this Agreement.

10.2 Specific Performance. In the event of a material breach by Seller of any representation, warranty, covenant or agreement under this Agreement, at Buyer's election, Buyer shall be entitled to an injunction restraining any such material breach and to enforcement of this Agreement by a decree of specific performance requiring Seller, after receipt of all required governmental consents, to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required. In the event that this Agreement is terminated as a result of the breach of its terms by Buyer, then Seller's sole remedy for Buyer's breach of this Agreement shall be termination of this Agreement and receipt of the liquidated damages amount pursuant to Section 10.3, except for any failure by Buyer to comply with its obligations related to the Escrow Deposit or Sections 5.1, or 5.2, as to which Seller shall be entitled to all available rights and remedies, including without limitation specific performance.

10.3 Liquidated Damages. If this Agreement is terminated by Seller pursuant to Section 10.1(c), then upon written notice by Seller to Buyer, Buyer shall pay Seller an amount equal to the Escrow Deposit by wire transfer of immediately available funds (which shall be satisfied by the disbursement of the Escrow Deposit by Escrow Agent to Seller in Section 1.4) and such funds shall constitute liquidated damages and, except as provided in Section 10.2 above, be the sole remedy of Seller for a breach by Buyer of this Agreement. The parties acknowledge and agree that payment of such amount shall constitute payment of liquidated damages and is not a penalty and that the liquidated damages amount is reasonable in light of the substantial but indeterminate harm anticipated to be caused by Buyer's material breach or default under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transactions to be consummated hereunder.

10.4. Attorney Fees. In any proceeding brought under the terms of this Agreement, the party that prevails on the merits shall be entitled to receive, in addition to the receipt of any damages or other relief as set forth herein, reasonable attorneys' fees and costs incurred in bringing such action.

#### ARTICLE 11: MISCELLANEOUS.

11.1 Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement.

11.2 Further Assurances. After Closing, each party hereto shall execute all such instruments and take all such actions as any other party may reasonably request, to effectuate the transactions contemplated by this Agreement, including without limitation the execution and delivery of confirmatory and other transfer documents in addition to those to be delivered at Closing.

11.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Seller may not assign any of its rights or delegate any of its obligations hereunder, and any such attempted assignment or delegation without such consent shall be void. So long as an assignment does not delay obtaining the FCC Consent, Buyer may, with Seller's written consent, assign its right to acquire the Station Assets (in whole or in part) but any such assignment shall not relieve Buyer of any obligations under this Agreement.

11.4 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller, then to:

Radio Cumbre Broadcasting, Inc.  
240 Fairfield Avenue, Suite 2A  
Bridgeport, CT 06605  
Attn: Migdalia Colon  
migdalia424@yahoo.com

With copy that will not constitute notice to:

George C. Tzepos, Esq.  
444 Middlebury Road  
Middlebury, CT 06762  
zepseven@sbcglobal.net

if to Buyer, then to:

Trignition Media, LLC  
786 West Queen Street  
Southington, Connecticut 06489  
Attn: David Webster, President  
DWebster@vsimedia.com

With a copy that will not constitute notice to:

Allan G. Moskowitz, Esq.  
10845 Tuckahoe Way

11.5 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

11.6 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Connecticut without giving effect to the choice of law provisions thereof. Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement shall be brought in any state court located in Fairfield, Connecticut (“Connecticut Courts”). The parties consent to the exclusive jurisdiction and venue of the Connecticut Courts in any action, suit or proceeding arising out of or in connection with this Agreement, and the parties irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of exclusive jurisdiction and venue in the Connecticut Courts and that any such action, suit or proceeding brought in the Connecticut Courts has been brought in an inconvenient forum.

11.7 Miscellaneous. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, Seller makes no representation or warranty to Buyer with respect to any projections, budgets or other estimates of the Station’s revenues, expenses or results of operations. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement.

**[SIGNATURE PAGE FOLLOWS]**

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first set forth above.

**SELLER:**

**RADIO CUMBRE BROADCASTING, INC.**

By: \_\_\_\_\_  
Name: Migdalia Colon  
Title: Its Officer

**BUYER:**

**TRIGNITION MEDIA, LLC**

By: \_\_\_\_\_  
Name: David Webster  
Title: President

**SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT**

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first set forth above.

**SELLER:**

**RADIO CUMBRE BROADCASTING, INC.**

By: Migdalia R. Colon

Name: Migdalia Colon

Title: Its Officer

**BUYER:**

**TRIGNITION MEDIA, LLC**

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

Name: David Webster

Title: President



**SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT**

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**SELLER:**

**RADIO CUMBRE BROADCASTING, INC.**

By: 

Name: Migdalia Colon

Title: Its Officer

**BUYER:**

**TRIGNITION MEDIA, LLC**

By: 

Name: David Webster

Title: President

## Schedule 1.1(a)

1. WCUM-AM, Facility ID Number 54553, Bridgeport, CT
2. W277DP, Facility ID 200726, Bridgeport, CT

SCHEDULE 1.1(b)

TANGIBLE PERSONAL PROPERTY

**WCUM 1450 KHz**  
**Bridgeport, Connecticut**

Broadcast Equipment Inventory List

10/1/2022

Compiled by:  
Ryan Krupa, CBNT, CBRE  
Modulation Media

### Technical Closet

Small Equipment Rack

CRL Labs Audio Preparation Processor

Broadcast Tools SC-8A Dial-Up Remote Control

Qty 2 Elan Digital Dual Tuners

Compaq Presario PC SR5210NX

Radio Shack AM/FM Table Radio

Linksys Wireless Router

Frontier Arris DSL Modem

### Main Studio

Sage Digital ENDEC

Eventide BD941 Broadcast Delay

Burk Technologies EAS Endec

Stanton C.502 Dual CD Players

Denon DN-600F CD Player

Shure M267 4-Channel Microphone Mixer

Arrakis Automation Software / Dell Tower PC

Arrakis 500-SC Audio Console and External Power Supply Unit

Qty 3 Sennheiser MD421 Microphones

Qty 3 Heil Sound Microphone Stands

Qty 2 Polk Audio Monitor 30 Series II Black Desktop Speakers

Qty 2 Envision LCD Computer Displays

Dell Micro PC

Qty 2 Sony Desktop Speakers

### Production Studio

Qty 2 Samson Resolv 65a Desktop Speakers

Samson MDR1064 Desktop Mixer

BW Broadcast TX300 V3 Transmitter

HP Minitower PC

Compaq Presario PC SR5250NX

Avid M Box2 USB Audio Interface Device

Acer LCD Computer Display

#### Talk Studio

Qty 4 Samson CM20P Gooseneck Microphones

Samson C-Que-8 4-Channel Headphone Amplifier

Qty 2 Sony Desktop Computer Speakers

Qty 2 Sennheiser Headphones

#### Storage Room

Miscellaneous Microphone/Audio Cables in Cabinet

Several plastic crates of used equipment parts, miscellaneous cables.

Marti RPU Receiver with Yagi Antennas.

Crown D-75 Amplifier

Rusco DA-24 Distribution Amplifier

Belar AM Modulation Monitor

Radio Systems Analog Distribution Amplifier

Large Equipment Rack

Various Used CD Players, Reel-to-Reel Machines, Misc. components (unknown working condition)

#### Transmitter Facility

Broadcast Electronics AM-1A AM Transmitter

CRL Systems Sep-400B Spectral Energy Processor

Qty 2 Inovonics Broadcast Model 222 Audio Processor

UREI Model 1178 Dual Peak Limiter

Audio Jackfield with Patch Cables

Broadcast Tools WVRC-8 8-Channel Web and Voice Remote Control System

Custom Main / Backup Transmitter Switcher

Wilkinson Electronics TAMM-1A AM Modulation Monitor

Harris SX-1A AM Transmitter

Various Broadcast Equipment on Floor (unknown working condition)

IBM Aptiva Tower PC and CRT Monitor

Frontier Arris DSL Modem

Netgear Router

Kohler Automatic Transfer Switch

Propane Tank for Generator

Generator of unknown manufacturer. Does not operate.

AM Antenna Tuning Unit with Carl T Jones Associates Matching Network

Delta Electronics RF Anmeter TCA-5EX

Shunt-fed antenna wire to tower

Grounding system consisting of copper mesh screen around perimeter of ATU base