

SO ORDERED.

SIGNED this 10th day of November, 2022.



Dale L. Somers

Dale L. Somers
United States Chief Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS**

| | | |
|--------------------------------------|---|--------------------------------------|
| IN THE MATTER OF: |) | |
| |) | Case No. 22-20242 |
| ROCKING M MEDIA, LLC, et al., |) | (Lead Case) |
| |) | Administratively Consolidated |
| Debtors.¹ |) | Chapter 11 |

**ORDER APPROVING (A) THE SALE OF CERTAIN RADIO STATIONS AND
RELATED ASSETS FREE AND CLEAR OF ALL LIENS, INTERESTS, CLAIMS AND
ENCUMBRANCES AND RELATED PROCEDURES AND BID PROTECTION
PURSUANT TO 11 U.S.C. § 363, (B) THE POTENTIAL ASSUMPTION AND
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES, AND RELATED PROCEDURES, PURSUANT TO 11 U.S.C.
§ 365, AND (C) RELATED RELIEF PURSUANT TO 11 U.S.C. §§ 102 AND 105**

This matter comes before the Court upon Debtors' motion seeking an order approving the sale of certain radio stations and related assets free and clear of all liens, interests, claims and

¹ The Debtors in these Chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are as follows: Rocking M Media, LLC ("RMM") (0260) (Bankr. Case No. 22-20242); Rocking M Media Wichita, LLC ("RMMW") (0260)(Bankr. Case No. 22-20243); Rocking M Radio, Inc. ("RMR") (8143) (Bankr. Case No. 22-20244); and Melia Communications, Inc. ("MCI") (5545) (Bankr. Case No. 22-20245). The headquarters for each of the Debtors is located at 1065 S. Range Road, Colby, Kansas 67701.

encumbrances and related procedures and bid protection and the potential assumption and assignment of certain executory contracts and unexpired leases; and granting related relief entered by the Court on July 14, 2022 [*DOC. 130 and 162*] (“Sale Motion”).

Notice of the sale by auction and sale hearing was filed on September 9, 2022 [*DOC. 212*] (“Sale Notice”) and was served via the Court’s electronic filing system on those parties receiving electronic notice by such system, and on all other parties identified in the certificate of service, including the mailing matrix for the case, via U.S. Mail. Pursuant to the Sale Notice and Motion and Sale Order, objections, if any, to the sale of the Assets or some portion of the Assets, or the relief requested in the Motion, other than with respect to the relief granted in the Sale Order was to be filed on or before October 19, 2022 with a Sale Hearing to be held on October 26, 2022 at 3:15 Prevailing Central Time. No party filed an objection by the October 19, 2022 objection deadline. For the reasons detailed herein and at the hearing held on October 26, 2022, the Court finds and determines that:

1. The Court has jurisdiction to consider the Sale Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, the consideration of the Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157(b), and venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. On July 14, 2022, the Court entered an Order Approving the Sale Motion (the “Bid Procedures Order”). The Bid Procedures Order approved certain Bid Procedures and other relief requested in the Motion. [*DOC. 162*]

3. As reflected in the Certificates of Service [*DOC. 134, 166, and 213*] filed with respect to the Sale Motion and Order and Sale Notice, these were served via the Court’s electronic filing system on those parties receiving electronic notice by such system, and on all

other parties identified in the certificate of service, including the mailing matrix for the case, via U.S. Mail.

4. The Court finds the scope and manner of notice and service to be proper, timely, adequate, and sufficient in accordance with Bankruptcy Code §§ 105(a), 363 and 365 and Bankruptcy Rules 2002, 6004, 6006, 6007, and 9014, and in compliance with the Bid Procedures Order. No further notice of the Motion, the Bid Procedures, the Auction, the Sale Hearing, or the assignment and assumption of the executory contracts and nonresidential real property leases (as defined herein) is or shall be required.

5. On September 29, 2022, Debtors filed a Notice of Supplement and/or Modification of the Potential Assumption and Assignment of Executory Contracts, Unexpired Leases and/or Licenses with Cure Amounts Associated with the "For Sale Radio Stations" with Objection Date of October 20, 2022 and Hearing on any Objection to be Held on October 26, 2022 with certificate of service (the "Cure Notice"). [DOC. 238] The Court finds that service of the Cure Notice was good, sufficient, and appropriate under the circumstances, in compliance with the Bid Procedures Order, and no further notice need be given in respect of establishing the cure amount for such contracts and leases. The counterparties have had an opportunity to object to the cure amounts set forth in the Cure Notice.

6. A reasonable opportunity to object or to be heard regarding the relief requested in the Motion has been afforded to all creditors and parties in interest.

7. The Debtors have conducted the sale process in compliance with the Bid Procedures Order and has completed a full, fair, and complete auction process.

8. On October 11, 2022, the auction of twelve radio stations and related assets (the "Assets") contemplated in the Sale Motion and the Bid Procedures Order concluded. Ten bidders

participated in the auction. The auction concluded at approximately 12:45 p.m. prevailing Central time.

9. On October 14, 2022, Debtors filed the Notice of October 11, 2022 Auction Results [*DOC. 259*] (the “Auction Report”) identifying the Assets being sold, the successful bids and backup bids (the “Bids”) and the successful bidders (“Successful Bidders”) and backup bidders (“Backup Bidders”), (the Successful Bidders and the Backup Bidders may be collectively referred to herein as the “Proposed Purchasers”) on each respective radio station. The Assets being authorized for sale in the Bid Procedures Order along with the Proposed Purchasers and proposed Assumed and Assigned Contracts, as defined below, to be assumed and assigned are set forth in greater detail with cure amounts in **Exhibit A** attached hereto and incorporated herein. The proposed nonresidential real property leases (the “Leases”) to be assumed and assigned are as follows:

- a. KZRS - Lease with Smoky Hills Public Television Corp.
- b. KSMM AM - Lease with R. Gary Warden and Karen Warden
- c. KZUH - Lease with Chaney Family Irrevocable Trust
- d. KVOB - Lease with VCY American, Inc.
- e. KWME - Lease with Steckline Communications
- f. KIBB and KVWF - Leases with Telecom Tower, LLC by American Tower, Inc.

The proposed executory contracts with Music License Vendors related to and associated with the Assets, would include licenses with Broadcast Music, Inc. (“BMI”); Global Music Rights, LLC (“GMR”); and Society of European Stage Authors and Composers (“SESAC”) (the “Executory Contracts”). These companies are (collectively called “Performance Rights Organizations” or “PROs”). The Leases and Executory Contracts may be collectively referred to herein as “Assumed and Assigned Contracts.”

10. On October 26, 2022, a hearing to approve the sale came before the Court (the “October 26 Hearing”). There were no subsequent objections to the proposed sale. The Court took

additional evidence in the form of testimony by Greg Guy of Patrick Communications, LLC (“Patrick”).

11. The Successful Bidders are approved as the Successful Bidders (as defined in the Bid Procedures Order) for the respective Assets as identified on Exhibit A. The Successful Bidders submitted certain asset purchase agreements (such asset purchase agreement, with only those revisions as the Successful Bidders and Debtors may agree, the “APAs”) and such APAs were admitted into evidence at the October 26, 2022 hearing and are deemed incorporated by reference into this Order.

12. The Auction conducted by Patrick and the Debtors, in consultation with the Secured Parties (as defined in the Bid Procedures Order) and the Unsecured Creditors Committee, including the methodology for determining the highest and best offers, was conducted in a manner that was reasonably calculated to achieve the highest and best offers for the Assets. The Auction was conducted in a non-collusive, fair, and good faith manner and a reasonable opportunity has been given to any interested party to make a higher or otherwise better offer for the Assets.

13. The Debtors have full power and authority and are directed to execute the APAs and all other documents referenced in or contemplated by the APAs or that are necessary or appropriate to effectuate the sale of the Assets as contemplated under the APAs.² All actions contemplated by the APAs have been duly and validly authorized and the Debtors have the full power and authority and are directed to consummate the transactions contemplated by the APAs. No further consents or approvals other than the entry of this Order and any necessary

² To the extent the Debtors are required to look to the Backup Bidder, such bidders shall be required to execute an asset purchase agreement that is substantially the same as asset purchase agreement executed by the Highest Bidder. As long as there are no material changes or differences with respect to such asset purchase agreement, such agreement is also approved and incorporated into the defined term “APA” for purposes of this Order.

approval by any state or federal regulatory authorities are required for the Debtors to consummate the transactions contemplated in the APAs.

14. The APAs were negotiated and proposed, and will be entered into by the Debtors and Proposed Purchasers in good faith, without collusion, and were the result of arm's-length bargaining with the parties represented by independent counsel.

15. The Proposed Purchasers are good faith purchasers of the Assets under Bankruptcy Code § 363(m) and, as such, are entitled to all the protections afforded thereby. The Proposed Purchasers have acted in good faith within the meaning of Bankruptcy Code § 363(m) prior to entry of this Order and the Proposed Purchasers may rely on entry of this Order and this good faith determination in closing such transactions.

16. The Proposed Purchasers would not have entered into the APAs and would not consummate the transactions contemplated thereby if either (i) the sale and the assignment of the Assets were not free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever (except as otherwise provided in the APAs), or (ii) the Proposed Purchasers would, or in the future could, be liable for any of such liens, claims, encumbrances, and other interests (except as otherwise provided in the APAs).

17. The sale of the Assets to the Proposed Purchasers pursuant to the APAs is reasonable and appropriate under the circumstances.

18. The Debtors are authorized and directed to sell the Assets free and clear of all liens, claims, encumbrances, and other interests (collectively, "Interests") (except as otherwise provided in the APAs), with all Interests attaching to the proceeds from the sale thereof to the same extent, priority, and validity as they currently exist in such Assets, as one or more of the standards set forth in Bankruptcy Code § 363(f) have been satisfied with respect to the Interests. The transfers of the Assets to Proposed Purchasers pursuant to the APAs will be legal, valid, and

effective transfers of the Assets, and will vest Proposed Purchasers with all of the Debtor's rights, title, and interest in and to the Assets free and clear of all Interests (except as otherwise provided in the APAs), which have, or could have been, asserted by the Debtors, its creditors, or other holders of such Interests.

19. The Assumed and Assigned Contracts identified on Exhibit A and in the APAs are integral to the APAs, are in the best interests of the Debtors' estates, creditors, and other parties in interest, and represents a reasonable exercise of sound and prudent business judgment by the Debtors.

20. The Proposed Purchasers will pay any outstanding cure amounts for the Assumed and Assigned Contracts. The Debtors shall have no further liability or obligation under the Assumed and Assigned Contracts, and Proposed Purchasers shall have no obligation to make any payment other than the outstanding cure amounts or provide any performance to cure any default or breaches arising on or before the closing under the APAs unless otherwise agreed upon by the Debtors, the Secured Parties (as defined in the Bid Procedures Order), and Proposed Purchasers.³

21. The Proposed Purchasers have each demonstrated adequate assurance of future performance under the Assumed and Assigned Contracts that will be assumed and assigned pursuant to this Order.

22. Subject to the terms of the APAs and the occurrence of their respective closing dates, the assumption by the Debtors and the Assumed and Assigned Contracts and the assignment of such Assumed and Assigned Contracts, as provided for or contemplated by the APAs, is hereby authorized, and approved pursuant to sections 363 and 365 of the Bankruptcy Code.

³ It is possible Debtors, and a Proposed Purchaser may enter into a local marketing agreement ("LMA") between now and the closing of the sale of the Assets, upon approval by this Court and the Secured Parties (as defined in the Bid Procedures Order).

23. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), the stay pursuant to Bankruptcy Rule 6004(h) or 6006(d) is hereby waived and this Order shall be effective and enforceable immediately upon entry. To the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that cause exists not to delay the implementation of this Order due to the time, effort, expense, and risk of delaying any closing(s) under the APAs. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a) upon its entry.

24. The findings of fact set forth above and conclusions of law stated herein shall constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact later shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law later shall be determined to be a finding of fact, it shall be so deemed.

**BASED ON THE FOREGOING FINDINGS OF FACT, GOOD CAUSE EXISTS
FOR ENTRY OF THE FOLLOWING ORDER. IT IS THEREFORE ORDERED,
ADJUDGED AND DECREED AS FOLLOWS:**

25. The notice of the Motion and Sale Hearing and notice of the assumption and assignment of the Assumed and Assigned Contracts are approved as being fair, reasonable, and adequate under the circumstances of these cases, and any additional notice as may otherwise be required under state and federal law is hereby deemed satisfied.

26. The Motion is **GRANTED** as set forth herein and the sale of the Assets and assumption and assignment of the Assumed and Assigned Contracts to the Proposed Purchasers is hereby authorized and ordered as set forth in this Order.

27. All objections to the Motion as it relates to the Assets that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby **OVERRULED** on the merits as to the sale of the Assets contemplated by this Order.

28. The Debtors and the Proposed Purchasers have complied with the Bid Procedures Order and the Successful Bidder is a Successful Bidder for the Assets.

29. Should a Successful Bidder fail to close on the sale, and without further order from this Court, the Debtors are authorized and empowered to sell the Assets to the Backup Bidder and execute and deliver the agreements contemplated herein and to implement and consummate all of the transactions and perform all obligations contemplated by the Backup Bidder's back-up bid at the Auction and this Order as if the Backup Bidder were the High Bidder Purchaser and the Backup Bidder shall be entitled to all of the findings and protections of this Order provided to the High Bidder.

30. The APAs, all exhibits and schedules thereto, and all the terms and conditions thereof are hereby approved.

31. Pursuant to Bankruptcy Code §§ 105, 363 and 365, the Debtors are authorized and directed to consummate the sale of the Assets, pursuant to and in accordance with the terms and conditions of the APAs, including, without limitation, to convey to Proposed Purchasers the Assets and assume and assign the Assumed and Assigned Contracts and rights thereunder.

32. Without need for any additional Court order, the Debtors and their agents are authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement the APAs, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APAs, and, in consultation with the Secured Parties (as defined in the Bid Procedures Order), to take all further actions as may be reasonably requested by Proposed Purchasers or otherwise required under the APAs.

33. The consideration to be provided by Proposed Purchasers for the purchase of the Assets under the APAs constitutes reasonably equivalent value, fair value, and fair consideration thereof under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and any other applicable state or federal law.

34. Pursuant to Bankruptcy Code §§ 105(a), 363(b) and 363(f), the transfer of the Assets to Proposed Purchasers pursuant to the APAs shall (a) be valid, legal, binding, and effective transfers, (b) vest Proposed Purchasers with all rights, title, and interest of the Debtor's estate in and to the Assets effective as of the time of the transfers under the APAs, and (c) be free and clear of Interests (except as otherwise provided in the APAs) including, without limitation, mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens — including, without limitation, mechanics', materialmens' and other consensual and nonconsensual liens and statutory liens — judgments, demands, encumbrances, rights of first refusal, offsets, contracts, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, or tax, decrees of any Court or foreign or domestic governmental entity, or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtor, its estate, or its predecessors or affiliates, claims (as that term is defined in the Bankruptcy Code), reclamation claims, obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent,

liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, law, equity or otherwise, with all the same released, terminated and discharged as to the Assets, and with all such Interests attaching to the proceeds from the sale thereof to the same extent, priority, and validity as they currently exist in such Assets.

35. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Assets to Proposed Purchasers in accordance with this Order and the terms of the APAs, or otherwise interfere with Proposed Purchasers' title to or use and enjoyment of the Assets.

36. This Order shall be the Court's determination that, on the closing date of the respective APA, all Interests in and to the Assets being conveyed have been unconditionally released, discharged, and terminated from the Assets, with such Interests attaching to the proceeds from the sale thereof to the same extent, priority, and validity as they currently exist in such Assets.

37. Proposed Purchasers shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Assets other than as expressly set forth in the APAs, and in no event shall Proposed Purchasers have any liability or responsibility for any liabilities of the Debtors (including any unrecorded liabilities of the Debtors) other than as expressly set forth herein or in the APAs. Without limiting the effect or scope of the foregoing, the transfer of the Assets from the Debtors to Proposed Purchasers does not and will not subject Proposed Purchasers or its affiliates, successors or assigns or their respective

properties (including the Assets) to any liability for claims (as that term is defined in Bankruptcy Code § 101(5)) against the Debtors or the Assets (other than as expressly set forth herein or in the APAs) by reason of such transfer under the laws of the United States or any state, territory or possession thereof applicable to such transactions. Except as otherwise provided herein or in the APAs, on and after the closing date of the APAs, all persons or entities holding Interests of any kind and nature with respect to the Assets are hereby forever barred and estopped from asserting such Interests of any kind or nature against Proposed Purchasers, their successors or assigns, or the Assets.

38. On and after the closing date of the applicable APA, except as otherwise set forth herein or in the APAs, the Debtors shall have no liability or responsibility for the Assets.

39. On the closing date of the applicable APA, the Debtors are hereby authorized, but not directed, pursuant to §§ 363 and 365 of the Bankruptcy Code, to assume and assign to the applicable Proposed Purchaser the Assumed and Assigned Contracts and rights thereunder.

40. Notwithstanding anything to the contrary contained herein, the Proposed Purchasers shall pay any outstanding cure amounts for the Assumed and Assigned Contracts.

41. On the closing date of the applicable APA, the Debtors' right, title and interest in, to and under the Assumed and Assigned Contracts attributable to each closing shall be assumed by the Debtors' estate and assigned to the applicable Proposed Purchaser, and the Assumed and Assigned Contracts will remain valid and binding and in full force and effect in accordance with their respective terms for the benefit of Proposed Purchasers, notwithstanding any provision in such contracts or leases (including those described in Bankruptcy Code §§ 365(b)(2) and (f)(1) and (3)), that prohibits, restricts or conditions such assignment or transfer.

42. The Debtors, in consultation with the Secured Parties (as defined in the Bid Procedures Order) are further authorized to take any and all actions necessary or appropriate to

consummate the proposed assignment of the Debtors' right, title, and interest in, to and under the Assumed and Assigned Contracts to Proposed Purchasers, as specified in the APAs. Proposed Purchasers shall have no liability for any defaults under the Assumed and Assigned Contracts (except as may be provided in the APAs) that occurred prior to the assignment of the Debtors' right, title, and interest in, to and under the Assumed and Assigned Contracts. Pursuant to Bankruptcy Code § 365(k), the Debtors are relieved of any liability for any breach of any Assumed and Assigned Contract that is assigned to Proposed Purchasers occurring after the assignment of such Assumed and Assigned Contracts to Proposed Purchasers.

43. The Debtors and/or any property management company, in consultation with the Secured Parties (as defined in the Bid Procedures Order), are authorized to transfer any deposits related to the leases related to the Assets and execute such other necessary documents and take other necessary actions in connection therewith.

44. The failure of the Debtors or Proposed Purchasers to enforce at any time one or more terms or conditions of any Assumed and Assigned Contracts shall not be a waiver of such terms or conditions, or of Proposed Purchasers' rights to enforce every term and condition of the Assumed and Assigned Contracts.

45. There shall be no rent acceleration, assignment fees, increases, or any other fees charged to Proposed Purchasers as a result of the assumption, assignment, and sale of the Assumed and Assigned Contracts.

46. The Debtors, in consultation with the Secured Parties, are authorized and directed to execute such other necessary documents and take other necessary actions in connection with the closing of the sale of Assets and assignment of Assumed and Assigned Contracts.

47. Notwithstanding anything to the contrary herein, the Successful Bidders have not yet decided which, if any, of the Executory Contracts the Successful Bidders desire to have the

Debtors assume and assign, which decision will be set forth in the final APAs. The Successful Bidders are not ordered to pay any cure amounts for Executory Contracts the Successful Bidders do not desire Debtors to assume and assign as reflected in the final APAs.

48. No bulk sales law, or similar law of any state or other jurisdiction, shall apply in any way to the transaction contemplated by the APAs and this Order.

49. The failure specifically to include any particular provision of the APAs in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APAs be authorized and approved in their entirety.

50. This Order (a) shall be effective as a determination that, on the closing date, all Interests, and rights of any kind or nature whatsoever existing with respect to the Assets have been unconditionally released, discharged and terminated (except as otherwise provided in the APAs), with all such Interests attaching to the proceeds from the sale thereof to the same extent, priority, and validity as they currently exist in such Assets, and that the conveyances described herein have been effected and (b) shall be binding upon and shall govern the acts of all entities, including without limitation all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Assets.

51. Each and every federal, state, and local governmental agency or department is hereby directed to accept for filing and/or recording, and approve as necessary, any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APAs.

52. To the extent permitted by § 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Assets sold, transferred, or conveyed to Proposed Purchasers on account of the filing or pendency of these cases or the consummation of the sale.

53. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing claims or interests with respect to the Assets shall not have delivered to the Debtors prior to the closing date, in proper form for filing and executed by the appropriate parties, releases of liens or interests which the person or entity has with respect to the Assets, then Proposed Purchasers, at its own expense, is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Interests of any kind or nature whatsoever to the extent provided herein

54. All entities that presently are in possession of some or all the Assets hereby are directed to surrender possession of the Assets to Proposed Purchasers at the closing date.

55. This Court retains exclusive jurisdiction so long as the Debtors' case is pending to determine as a core proceeding (by motion and without necessity for an adversary proceeding) any proceeding, dispute, or controversy (i) to enforce and implement the terms and provisions of the APAs (including any breach of the APAs), all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects and (ii) arising out of or related to this Order or the APAs.

56. The transactions contemplated by the APAs are undertaken by Proposed Purchasers in good faith, as that term is used in Bankruptcy Code § 363(m). Accordingly, the reversal or modification of the authorization provided herein to consummate the transactions contemplated herein shall not affect the validity of the sale of the Assets to Proposed Purchasers,

unless such authorization is duly stayed. Proposed Purchasers are entitled to all of the protections afforded by Bankruptcy Code § 363(m).

57. The consideration to be provided by Proposed Purchasers for the Assets under the APAs is fair and reasonable, and the sale of the Assets and the related transactions may not be avoided under Bankruptcy Code § 363(n) or otherwise.

58. The terms and conditions of the APAs and this Order shall be binding in all respects and shall inure to the benefit of the Debtors and their creditors and interest holders, successors, and assigns and Proposed Purchasers, and their respective affiliates, successors, and assigns.

59. The APAs and any related agreements, documents or other instruments may be modified, amended, supplemented, or waived by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that such modification, amendment, supplement, or waiver shall not have a material adverse effect on the Debtors' estates or any adverse effect on any Secured Party (as defined in the Bid Procedures Order).

60. The Debtors are authorized at the time of closing, and from the proceeds of the sale, to pay any outstanding real property tax liens as reflected in the Commitment for Title Insurance, the United States Trustee Fees, out of pocket expenses incurred by the broker associated with the sale (\$4,400.00 advertising). The Debtors are further authorized to pay broker commissions of the five percent buyer's premium included in each of the APAs plus expenses from the sale proceeds.

61. On each respective closing date, the net proceeds of the sale shall be distributed to the Secured Parties (as defined in the Bid Procedures Order) on account of their claims and in the order of priority of the Secured Parties' liens on the applicable assets. Such payments, however,

shall be without prejudice to the rights (if any) of the Committee to seek disgorgement. The Committee shall be permitted to seek derivative standing to file an action challenging the Secured Parties' claims and liens (collectively, a "Challenge") by November 30, 2022, and any such motion or other pleading (the "Derivative Standing Pleading") shall attach as an exhibit a complaint that includes any Challenges that the Committee would seek to pursue if the Court grants it derivative standing (the "Complaint"). After November 30, 2022, the Committee may not prosecute or otherwise pursue any Challenge not included in the Complaint. If the Committee files a Derivative Standing Pleading (with the Complaint attached) by November 30, 2022, then the Lenders will be permitted to oppose the request for standing and any Challenge on any and all grounds, including, without limitation, on the grounds that the Final Order Granting Debtors' Emergency Motion for Authorization to Use Cash Collateral [DOC. 204] bars such Challenge by, among others, the Committee, as well as any other arguments or defenses. Moreover, the Debtors, the Committee, and the Secured Parties agree to work in good faith to have the Derivative Standing Pleading and, if applicable, any Challenge set forth in the Complaint heard on an expedited timeline.

62. No provision in this Order relieves the Debtors from their obligation to comply with the Communications Act of 1934, as amended, and the rules, regulations and orders promulgated under such statutes by the Federal Communications Commission ("FCC"). No transfer of any FCC license or authorization held by the Debtors or transfer of control of an FCC licensee controlled by the Debtors shall take place prior to the issuance of FCC regulatory approval for such transfer pursuant to applicable FCC regulations. The FCC's rights and powers to take any action pursuant to its regulatory authority including, but not limited to, imposing any regulatory conditions on any of the above-described transfers, are fully preserved, and nothing herein shall proscribe or constrain the FCC's exercise of such power or authority.

63. The provisions of this Order are non-severable and mutually dependent.

64. If there is a conflict between the terms and provisions of this Order and the APAs, the terms and provisions of this Order shall control to the extent of such conflict unless explicitly provided otherwise herein.

65. This Court may supplement this Order with one or more additional orders within the scope of this Order, with or without additional notice or opportunity for a hearing to other parties (except with respect to the Secured Parties (as defined in the Bid Procedures Order) who shall be provided with notice and an opportunity to object and for a hearing) depending upon the facts and circumstances as determined by the Court at the time the Court is requested to enter such separate order(s).

66. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), there is no stay pursuant to Bankruptcy Rule 6004(h) or 6006(d) and this Order shall be effective and enforceable immediately upon entry.

67. Counsel for Debtors shall serve a copy of this Order by mail to all interested parties who were not served electronically.

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SUBMITTED AND APPROVED BY:

/s/ Sharon L. Stolte

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New York, NY 10154
scarroll@loeb.com
dbesikof@loeb.com
*Counsel to the Official Committee of Unsecured
Creditors of Rocking M Media, LLS only*

/s/ Shannon D. Wead

Shannon D. Wead, #
Foulston Siefkin LLP
1551 N. Waterfront Parkway, Suite 100
Wichita, KS 67206
swead@foulston.com
Attorney for My Town Media

| Seller | STATIONS FOR SALE | Proposed Purchaser | Related Assets | Owned | Leased | LANDLORD/LESSOR/COUNTERPARTY* | Cure Amount |
|--|---|--|--|-------|--------|---|---------------|
| RMM | RMMW | | | | | | |
| X | KZRS | White Cone Communications, LLC | MISC EQUIPMENT | X | | | |
| X | 19131 Walters Rd., Russell, KS 67665 | | TRANSMISSION SITE EQUIPMENT | X | | | |
| X | | | TRAN LINE | X | | | |
| X | | | ANTENNA | X | | Providence Capital Funding, Inc. (3/17/2017) Brea Corp Plaza, 2951 Saturn St., Ste # 4, Brea, CA 92821 | \$ - |
| X | | | ROTDILER SHPX SERIES CIRCULARLY POLARIZED FM ANTENNA FREQUENCY 107.9 MHZ | | | LEASE PAID OFF - PROPERTY OWNED | |
| X | | | RENT BUILDING/TOWER | | X | Smoky Hills Public Television Corp. PO Box, 605 Elm Street, Bunker Hill, KS 67626 | \$ - |
| | | | | | | BMI Music License | \$ 13,383.50 |
| | | | | | | SESAC Music License | \$ - |
| | | | | | | GMR Music License | \$ 452.95 |
| X | KMMM-AM | My Town Media, Inc. | BUILDING | X | | | |
| X | 30129 US-54, Pratt, KS 67124 | | MISC EQUIPMENT | X | | | |
| X | | | TOWERS OR ANTENNAS | X | | | |
| X | | | TRANSMISSION SITE EQUIPMENT | X | | | |
| X | | | LAND | X | | | |
| | | | | | | BMI Music License | \$ 10,521.98 |
| | | | | | | SESAC Music License | \$ - |
| | | | | | | GMR Music License | \$ 562.76 |
| X | KSMM AM | My Town Media, Inc. | BUILDING | X | | | |
| X | 11980 US-54, Liberal, KS 67901 | | TRANSMISSION SITE EQUIPMENT | X | | | \$ - |
| X | | | TOWER & ANTENNA | X | | | \$ - |
| X | | | LAND | | X | R. Gary Warden and Karen Warden (lease is expired and | \$ - |
| | | | | | | GMR Music License | \$ 100.00 |
| | | | | | | BMI Music License | \$ 3,171.10 |
| X | KSOB & KNNS | Ad Astra Per Aspera Broadcasting, Inc. | BUILDING | X | | | |
| X | 1247 River Rd., Larned KS 67550 | | TRANSMISSION SITE EQUIPMENT AND LINES | X | | | |
| X | | | TRAN. LINE & ANTENNA | X | | | |
| X | | | LAND | X | | | |
| | | | | | | KSOB BMI Music License | \$ 3,812.72 |
| | | | | | | KNNS BMI Music License | \$ 3,450.55 |
| | | | | | | SESAC Music License | \$ - |
| | | | | | | GMR Music License | \$ 224.18 |
| | | | | | | GMR Music License | \$ 224.18 |
| X | KZUH | Great Plains Christian Radio | BUILDING | X | | | |
| X | N 160TH RD. 18 HWY., Bernington, KS 67422 | | MISC EQUIPMENT | X | | | |
| X | | | TRANSMISSION SITE EQUIPMENT AND LINES | X | | | |
| X | | | TOWER, TRAN. LINE & ANTENNA | X | | | |
| X | | | LAND | | X | Chaney Family Irrevocable Trust | \$ - |
| | | | | | | BMI Music License | \$ 12,335.38 |
| | | | | | | SESAC Music License | \$ - |
| | | | | | | GMR Music License | \$ 224.18 |
| X | KVOB | Ad Astra Per Aspera Broadcasting, Inc. | | | | | |
| X | 9300 S Burma Rd., Lindsborg, KS 67456 | | TRANSMISSION SITE EQUIPMENT AND EXTRA TRANSMITTER | X | | | |
| X | | | ANTENNAS | X | | | |
| X | | | LAND AND BUILDING | | X | VCI AMERICAN, Inc. 10/1/2009 3434 West Kilbourn Ave., Milwaukee, WI 53208 | \$ 17,535.78 |
| | | | | | | BMI Music License | \$ 13,806.68 |
| | | | | | | SESAC Music License | \$ - |
| | | | | | | GMR Music License | \$ 352.35 |
| X | KLEY AM AND TRANSLATOR | My Town Media, Inc. | BUILDING | X | | | |
| X | 338 S Kley Rd., Wellington, KS 67152 | | MISC EQUIPMENT | X | | | |
| X | | | TRANSMISSION SITE EQUIPMENT | X | | | |
| X | | | TOWERS OR ANTENNAS | X | | | |
| X | | | LAND | X | | | |
| | | | | | | BMI Music License | \$ 2,270.05 |
| | | | | | | SESAC Music License | \$ - |
| | | | | | | GMR Music License | \$ 251.74 |
| X | KKLE | My Town Media, Inc. | BUILDING | X | | | |
| X | 2503 Morningview Ave, Winfield, KS 67156 | | TRANSMISSION SITE EQUIPMENT | X | | | |
| X | | | TOWER OR ANTENNA | X | | | |
| X | | | LAND | X | | | |
| | | | | | | BMI Music License | \$ 1,559.53 |
| | | | | | | SESAC Music License | \$ - |
| | | | | | | GMR Music License | \$ 251.74 |
| X | KWME | My Town Media, Inc. | TRAN LINE AND ANTENNA | X | | | |
| X | 178 E 50th Ave N, Wellington, KS 67152 | | TRANSMITTER | X | | Providence Capital Funding, Inc. Brea Corp Plaza, 2951 Saturn St., Ste # 4, Brea, CA 92821 | \$ - |
| | | | GATES FLEXIVA 10KW TRANSMITTER W/ 50W EXCITER - AMUR EQUIPMENT 2017 | | | GatesAir, Inc. 9300 Kings Island Dr., Suite #101, Mason, OH 45040 | |
| X | | | LAND/BUILDING/TOWER | | X | LA Raza assigned lease to Steckline Communications, Inc. 3/30/2022 | \$ - |
| | | | | | | Steckline Communications, 1632 S. Maize Road, Wichita, | |
| | | | | | | BMI Music License | \$ 3,520.04 |
| | | | | | | SESAC Music License | \$ - |
| | | | | | | GMR Music License | \$ 521.64 |
| X | KIBB | My Town Media, Inc. | TRANSMISSION SITE EQUIPMENT AND LINES | X | | | |
| | 6465 N 151st St W, Colwich, KS 67030 | | LAND/BUILDING/TOWER | | X | BMI Music License | \$ 15,964.67 |
| | | | | | | Telecom Towers, LLC by American Towers, Inc. 10 Presidential Way, Woburn, MA 01801 | \$ 306,404.10 |
| | | | | | | SESAC Music License | \$ - |
| | | | | | | GMR Music License | \$ 3,477.52 |
| X | KVWF WICHITA, KS | My Town Media, Inc. | TRANSMISSION SITE EQUIPMENT AND LINES | X | | | |
| X | East 29th St N Wichita, KS 67228 | | LAND/BUILDING/TOWER | | X | Telecom Towers, LLC by American Towers, Inc. 10 Presidential Way, Woburn, MA 01801 | \$ 64,187.98 |
| | | | | | | BMI Music License | \$ 2,256.35 |
| | | | | | | SESAC Music License | \$ - |
| | | | | | | GMR Music License | \$ 2,255.06 |
| The list of assets and assumed contracts set forth in this Exhibit A is not exclusive and subject to the definitions of "Broadcasting Assets" and "Assumed Contracts" in the applicable APA. The Assets and Assumed Contracts to be acquired by Proposed Purchasers are set forth in their entirety in the applicable APA. | | | | | | | |

Exhibit A - Possible Executory Contracts to Assume and Assign with Cure Amounts