

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the “**Agreement**”) is made between WP Broadcasting, LLC, a Washington limited liability company (“**Seller**”), and Assurance Rental Properties, LLC, a Texas limited liability company (“**Purchaser**”), to be effective as of _____, 2021 (the “**Effective Date**”).

RECITALS:

A. Seller is the fee owner of the real property located in Alamogordo, New Mexico, as more particularly described on the attached Exhibit A, which is incorporated herein for all purposes (the “**Real Property**”); and

B. Seller holds the authorizations for radio broadcast stations KRSY (AM) 1230 kHz, Alamogordo, New Mexico (FCC Facility ID No.14029), KRSY (FM) 92.7 MHz, La Luz, New Mexico (FCC Facility ID No. 14028), and KNMZ (FM) 103.7 MHz, Alamogordo, New Mexico (FCC Facility ID No. 14030) and translator K270CS CP (collectively, the “**Stations**”), issued by the Federal Communications Commission (the “**FCC**”), and Purchaser is purchasing the Stations and Seller’s assets related thereto pursuant to an Asset Purchase Agreement, of even date herewith (the “**APA**”); and

C. Seller desires to sell, and Purchaser desires to purchase the Real Property for the purpose of operating the Stations upon and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree, and instruct Escrow Agent (as defined below), as follows:

AGREEMENT:

ARTICLE 1 PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. Subject to and on the terms and conditions set forth in this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller the Real Property, together with all reversions, remainders, easements, rights-of-way, appurtenances, tenements and hereditaments appertaining to or otherwise benefiting or used in connection with such land or the Improvements (as defined below), if any, together with all of Seller’s right, title and interest in and to any strips of land, streets, and alleys abutting or adjoining the Real Property, if any; and

(a) All existing improvements, structures and fixtures, if any, placed, constructed, installed or located on the Real Property, and all fences, gates, plants, trees, landscaping and other appurtenances, if any, located upon, over or under the Real Property (collectively, the “**Improvements**”; the Real Property and Improvements are referred to, collectively, as the “**Property**”).

1.2 Purchase Price. The purchase price for the Property (the “**Purchase Price**”) shall be Sixty Thousand and No/100ths Dollars (\$60,000.00), subject to proration and adjustment as provided in this Agreement. The Purchase Price shall be paid by Purchaser at the times and in the manner set forth in this Section 1.2.

(a) Escrow Agent. Within three days after execution of this Agreement, Seller and Purchaser shall deliver this Agreement to Otero County Title Company, Inc. (“**Title Company**”), at 115 W 3rd St. La Junta, Colorado, 81050 c/o Robert Garlington (“**Escrow Agent**”) along with a deposit of Five Hundred and No/100ths Dollars (\$500.00) (the “**Deposit**”) by wire transfer of immediately available federal funds (“**Good Funds**”). The Deposit shall be held and disbursed in accordance with the escrow provisions set forth in Section 1.3 below. The Deposit shall be non-refundable, except for Seller’s default under this Agreement, but shall be applicable to the Purchase Price.

(b) Cash at Closing. The balance of the Purchase Price in Good Funds shall be delivered by Purchaser to Seller at the Closing (as defined below)

(c) Independent Consideration. Seller and Purchaser agree that a portion of the Deposit equal to One Hundred and No/100ths Dollars (\$100.00) (the “**Independent Contract Consideration**”) has been bargained for as consideration for Seller’s execution and delivery of this Agreement and for Purchaser’s right of review, inspection and termination, and is independent of any other consideration or payment provided for in this Agreement and, notwithstanding anything to the contrary contained herein, is non-refundable in all events.

1.3 Escrow Provisions Regarding Deposit.

(a) Escrow Agent shall hold the Deposit and make delivery of the Deposit to the party entitled thereto under the terms of this Agreement, and a mutually satisfactory escrow agreement.

(b) Escrow Agent shall hold the Deposit until the earlier occurrence of (i) the Closing Date, at which time the Deposit shall be applied against the Purchase Price, or (ii) the date on which Escrow Agent shall be authorized to disburse the Deposit as set forth in Section 1.3(c) below.

(c) If the Deposit has not been released earlier in accordance with Section 1.3(b), and either party makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand in accordance with the notice provisions of this Agreement. If Escrow Agent does not receive a written objection from the other party to the proposed payment within five (5) Business Days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such 5-Business Day period, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Agreement or a final judgment or arbitrator’s decision. However, Escrow Agent shall have the right at any time to deposit the Deposit, with a court of competent jurisdiction in the state in which the Property is located. Escrow Agent shall give written notice of such deposit to Seller and Purchaser. Upon such deposit, Escrow Agent shall be relieved and discharged of all further

obligations and responsibilities hereunder.

(d) Escrow Agent, as the person responsible for closing the transaction within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code of 1986, as amended (the “**Code**”), shall file all necessary information, returns and statements regarding the transaction required by the Code including, but not limited to, the tax returns required pursuant to Section 6045 of the Code.

(e) The provisions of this Section 1.3 shall survive the termination of this Agreement, and, if not so terminated, the Closing and delivery of the Deed (as defined below) to Purchaser.

ARTICLE 2 DUE DILIGENCE

2.1 Inspection Period. Subject to the terms of this Article 2, from the Effective Date to and including the Closing Date (the “**Inspection Period**”), Purchaser, and its agents, contractors, engineers, surveyors, attorneys, and employees (collectively, “**Consultants**”) shall have the right from time to time to enter onto the Property, at Purchaser’s sole cost and expense, to:

(a) conduct and make any and all customary studies, tests, examinations, inquiries, inspections and investigations (collectively, the “**Inspections**”) of or concerning the Property (including, without limitation, engineering and feasibility studies, environmental studies, evaluation of drainage and flood plain, soil tests for bearing capacity and percolation and surveys, including topographical surveys);

(b) confirm any and all matters which Purchaser may reasonably desire to confirm with respect to the Property;

(c) ascertain and confirm the suitability of the Property for Purchaser’s intended use of the Property, including performing operational feasibility studies relating to the Stations;

(d) prepare the required Survey; and

(e) use commercially reasonable efforts to obtain all Approvals from the requisite Governmental Authorities as provided in Section 3.4.

2.2 Expiration of Inspection Period. Purchaser shall have the right to terminate this Agreement, in its sole and absolute discretion, at any time on or before 5:00 p.m. (Mountain Time) on the last day of the Inspection Period (the “**Inspection Period Termination Deadline**”). If Purchaser delivers a written notice to Seller exercising its termination right hereunder on or before the Inspection Period Termination Deadline, then Escrow Agent shall deliver the Deposit to Seller, Purchaser shall pay the cancellation charges, if any, of Escrow Agent and Title Company, and this Agreement shall terminate automatically and be of no further force or effect and neither party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

2.3 Conduct of Investigation; Insurance.

(a) Purchaser shall not permit any mechanic's or materialmen's liens or any other liens to attach to the Property by reason of the performance of any work or the purchase of any materials by Purchaser or any other party in connection with any Inspections conducted by or for Purchaser. Purchaser shall give notice to Seller a reasonable time prior to entry onto the Property and shall permit Seller to have a representative present during all Inspections conducted at the Property.

(b) Notwithstanding anything in this Agreement to the contrary, Purchaser may, during the Inspection Period, make minor borings and other samplings of the Property (including, without limitation, soils and environmental tests) as long as Purchaser restores the Property substantially to its existing condition before such samplings (except that Purchaser is not required to remediate or repair any pre-existing defect or adverse condition).

2.4 Purchaser Indemnification. Purchaser shall indemnify, defend, and hold harmless Seller from any expenses, damages and liabilities, including reasonable attorneys' fees, that Seller may suffer or incur arising out of any claims for property damage or personal injury, or claims from materialmen or laborers, which in turn arise from Purchaser's Inspections; provided, however, that this indemnity shall not extend to and in no event shall Purchaser be liable to Seller for (a) any release of pre-existing Hazardous Substances (as defined below) arising from the conduct of any investigation or testing of the Property, (b) for any gross negligence or willful misconduct of Seller or any agent, contractor or employee of Seller, or (c) any pre-existing conditions on or about the Property. The provisions of this Section 2.4 shall survive any termination of this Agreement.

ARTICLE 3 SURVEY / TITLE / APPROVALS

3.1 Survey; Title Insurance Commitment; Title Review.

(a) **Survey.** Purchaser, as part of its due diligence hereunder, shall be permitted to obtain at Purchaser's sole cost and expense an accurate and complete boundary survey (dated after the date of this Agreement) of the Property, prepared by a surveyor licensed in New Mexico, which shall be certified to Purchaser under this Agreement and the Title Company in a form satisfactory to Purchaser as having been made in compliance with applicable law and land survey standards (the "**Survey**"). The Survey shall contain the legal description of the Property to be conveyed hereunder, which shall be attached as Exhibit B hereto upon approval of the Survey by Seller's and Purchaser's counsel.

(b) Seller shall use diligent and commercially reasonable efforts to cause Title Company to deliver to Purchaser, at Purchaser's sole cost and expense, within ten (10) Business Days after the delivery of this Agreement, a current title insurance commitment issued by the Title Company (the "**Title Commitment**"), together with legible copies of all recorded exceptions to title referred to therein (the "**Title Documents**"), showing marketable title to the Real Property to be vested in Seller and committing to insure such title to the Real Property in Purchaser by the issuance of the Title Policy (defined below).

(c) On or before the date which is ten (10) days after Purchaser's receipt of the last of (i) the Title Commitment and (ii) the Survey (the "**Objection Deadline**"), Purchaser shall give written notice (the "**Objection Notice**") to Seller of any matters set forth in the Title Commitment or initial Survey to which Purchaser objects (the "**Objections**"). If Purchaser fails to tender an Objection Notice on or before the Objection Deadline, Purchaser shall be deemed to have approved and irrevocably waived any objections to any matters covered by the Title Documents and Survey. On or before the date that is ten (10) days after Purchaser's delivery of the Objection Notice (the "**Response Deadline**"), Seller may, in Seller's sole discretion, give Purchaser notice (the "**Response Notice**") of those Objections which Seller is willing to cure, if any. Seller shall have no obligation to cure any Objections; provided, however, Seller must at its cost and expense, remove by Closing all monetary liens against the Property, whether or not Purchaser objects thereto and Seller further agrees to remove any exceptions or encumbrances to title which are created by, through, or under Seller after the Effective Date. Seller shall be entitled to reasonable adjournments of the Closing Date to cure the Objections. If Seller fails to deliver a Response Notice by the Response Deadline, Seller shall be deemed to have elected not to cure or otherwise resolve any matter set forth in the Objection Notice. If Purchaser is dissatisfied with the Response Notice or the lack of Response Notice, Purchaser may, as its sole and exclusive remedy, exercise its right to terminate this Agreement prior to the expiration of the Inspection Period in accordance with the provisions of Section 2.2. If Purchaser fails to timely exercise such right, Purchaser shall be deemed to accept the Title Documents and Survey with resolution, if any, of the Objections set forth in the Response Notice (or if no Response Notice is tendered, without any resolution of the Objections) and without any reduction or abatement of the Purchase Price and Purchaser shall have no recourse against Seller with respect to any such Objections.

(d) If at any time after the expiration of the Inspection Period, any update to the Title Commitment, or the Survey, discloses any additional item which was not disclosed on any prior version of the Title Commitment or Survey delivered to Purchaser during the Inspection Period (the "**New Exception**"), Purchaser shall have a period of five (5) days from the date of its receipt of such update (the "**New Exception Review Period**") to review and notify Seller in writing of Purchaser's approval or disapproval of the New Exception. If Purchaser disapproves of the New Exception (a "**New Objection Notice**"), Seller may, in Seller's sole discretion, notify Purchaser as to whether it is willing to cure the New Exception. If Seller elects to cure the New Exception, Seller shall be entitled to reasonable adjournments of the Closing Date, not to exceed thirty (30) days, to cure the New Exception. If Seller fails to deliver a notice to Purchaser within three (3) days after the expiration of the New Exception Review Period, Seller shall be deemed to have elected not to cure the New Exception. Seller shall have no obligation to cure any New Exception provided, however, Seller must at its cost and expense, remove by Closing all monetary liens against the Property, whether or not Purchaser objects thereto and Seller further agrees to remove any exceptions or encumbrances to title which are created by, through, or under Seller after the Effective Date. If Purchaser is dissatisfied with Seller's response, or lack thereof, Purchaser may, as its sole and exclusive remedy elect either: (i) to terminate this Agreement, in which event the Deposit shall be promptly returned to Purchaser or (ii) to waive the New Exception and proceed with the transactions contemplated by this Agreement, in which event Purchaser shall be deemed to have approved the New Exception and shall have no recourse against Seller with respect thereto. If Purchaser fails to notify Seller of its election to terminate this Agreement in accordance with the foregoing clause within ten (10) days after the expiration of the New Exception Review Period, Purchaser shall be deemed to have elected to approve and irrevocably

waive any objections to the New Exception.

3.2 Status of Title. At Closing, Seller shall convey to Purchaser good, marketable and insurable fee simple title to the Property, subject only to the Permitted Exceptions. As used herein, the term "Permitted Exceptions" shall mean the exceptions to title disclosed in the Title Commitment, other than (a) those title exceptions to which Purchaser has tendered an objection in the Objection Notice or New Objection Notice which are not subsequently cured or waived, (b) any delinquent taxes or assessments, and (c) any standard printed exceptions. Seller shall not, after the Effective Date, sell, convey, option, mortgage, deed in trust, encumber, lease, contract to do any of the foregoing or otherwise convey, abandon, relinquish, cloud, or encumber title to the Property or any part thereof or contract to do any of the foregoing, except as may be expressly provided for herein.

3.3 Issuance of Title Policy; Monetary Title Exceptions. At Closing, Seller shall use diligent and commercially reasonable efforts to cause the Title Company to issue to Purchaser, at Purchaser's sole cost and expense, or unconditionally commit to issue to Purchaser after Closing, an Owner Policy of Title Insurance, insuring good and indefeasible title to the Property in Purchaser in the amount of the Purchase Price, subject only to the Permitted Exceptions, and including all endorsements included or identified in the final Commitment (the "**Title Policy**"). At or before the Closing, Seller shall use diligent and commercially reasonable efforts to satisfy all requirements contained in the Title Commitment or in any update thereof, except for those requirements which by their nature can only be satisfied by Purchaser. Notwithstanding anything in this Agreement to the contrary, the Permitted Exceptions shall not include, and Seller shall, at Seller's sole cost and expense, and as a Purchaser's Closing Condition (as defined below), be obligated to remove, on or before the Closing, (a) all Voluntary Title Exceptions, and (B) all Monetary Title Exceptions (as defined below). If Seller fails to remove any such Voluntary Title Exceptions or Monetary Title Exceptions, Purchaser shall have the right, in addition all other rights and remedies available pursuant to this Agreement, to have the Title Company pay such amounts from amounts due to be paid to Seller at Closing. For purposes of this Agreement, "**Monetary Title Exception**" means title exceptions affecting the Property which are not Permitted Exceptions and which can be removed by payment of a liquidated amount (including, without limitation, all mechanics liens other than mechanics liens arising by, through or under Purchaser), and "**Voluntary Title Exception**" means (i) the lien of any mortgage, deed of trust or similar security instrument encumbering the Property, and (ii) any title exceptions affecting the Property that are created or permitted by Seller after the Effective Date through the execution by Seller of one or more instruments creating or granting such exceptions, unless otherwise approved in writing by Purchaser, or arising from brokers, mechanics' and materialmen's liens.

3.4 Approvals.

(a) Seller and Purchaser are entering into this Agreement with the understanding that Purchaser will be purchasing the assets of Seller to operate the Stations. Purchaser's obligations to close under this Agreement is contingent upon closing of the APA and vice-versa. Notwithstanding the foregoing, if closing of this Agreement occurs prior to the closing of the APA by agreement of the parties or Purchaser's waiver of the closing contingencies, Seller shall execute the Time Brokerage Agreement attached hereto as Exhibit 3.4, effective as of Closing herewith, by and between Seller, as Licensee, and EXCITER MEDIA, LLC, a Texas limited

liability company, as Programmer (the “TBA”).

(b) Purchaser shall, at its sole cost, during the Inspection Period, use diligent and commercially reasonable efforts to obtain from all applicable state and local governmental and quasi-governmental authorities, including, without limitation, the FCC (collectively, “**Governmental Authorities**”), final un-appealed and un-appealable approvals and permits (collectively, “**Approvals**”) permitting Seller’s operation of the Stations. The Approvals shall be in form and content mutually satisfactory to Seller and Purchaser in their reasonable discretion. Seller shall reasonably cooperate with Purchaser in obtaining the Approvals, except that (i) Seller shall not be required to bear any costs required therefor (other than the costs of Seller’s attorneys and consultants, which Seller shall bear), and (ii) Seller shall not be required to make or consent to any dedications, conveyances or binding land use changes on or of the Real Property prior to Closing. Without Seller’s prior written consent, Purchaser shall not be permitted to effect any land use changes prior to Closing that would bind the Property after the Closing. Purchaser shall pay all costs, fees and expenses relating to its obtaining the Approvals, including, without limitation, governmental fees and the fees and costs of its design team and other professionals and consultants, in accordance with Purchaser’s contracts with the same.

ARTICLE 4 CLOSING

4.1 The Closing. Subject to Section 4.1(b) of this Agreement, the consummation of the purchase and sale and related transactions contemplated by this Agreement (the “**Closing**”) shall occur on the earlier of the date (the “**Closing Date**”) which is: (a) ten (10) days after the Conditions to Closing are met or waived by Purchaser; or (b) a date mutually agreed to by the parties; or (c) the closing of the transaction contemplated by the APA.

4.2 Seller Closing Deliveries. On or prior to the Closing Date, Seller shall deliver to Escrow Agent, each of the following items:

(a) One (1) original Special Warranty Deed (the “**Deed**”), in the form attached hereto as Exhibit C, subject only to the Permitted Exceptions, executed by Seller.

(b) A closing statement executed by Seller.

(c) A title affidavit or an indemnity in a form reasonably acceptable to Seller to enable Title Company to delete the standard exceptions (other than matters constituting any Permitted Exceptions) from the Title Policy.

(d) A certification of Seller’s non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended.

(e) If the Property contains an on-site liquid waste system, an evaluation report of the on-site liquid waste system, with results reasonably satisfactory to Purchaser, pursuant to N.M. Code R. Section 20.7.3.902;

(f) If closing of this Agreement occurs prior to the closing of the APA pursuant to Section 3.4, an executed counterpart of the TBA; and

(g) Resolutions, certificates of good standing and such other organizational documents as Title Company shall reasonably require evidencing Seller's authority to consummate this transaction.

4.3 Purchaser Closing Deliveries. On or prior to the Closing Date, Purchaser shall deliver to Escrow Agent (for disbursement to Seller upon the Closing) the following items with respect to the Property being conveyed at the Closing:

(a) The full cash portion of the Purchase Price (with credit for the Deposit), plus or minus the adjustments or proration required by this Agreement;

(b) A closing statement executed by Purchaser;

(c) If closing of this Agreement occurs prior to the closing of the APA pursuant to Section 3.4, an executed counterpart of the TBA; and

(d) Resolutions, certificates of good standing and such other organizational documents as Title Company shall reasonably require evidencing Purchaser's authority to consummate this transaction.

4.4 Closing Proration and Adjustments.

(a) General. Seller shall prepare, or shall cause Escrow Agent to prepare, a proration schedule (the "**Proration Schedule**") of the adjustments described in this Section 4.4 prior to Closing. Such adjustments shall be paid by Purchaser to Seller (if the proration result in a net credit to Seller) or by Seller to Purchaser (if the proration result in a net credit to Purchaser), by increasing or reducing the cash to be paid by Purchaser at Closing.

(b) Real Estate Taxes. At Closing, real and personal property taxes on the Property for the year of Closing shall be preliminarily prorated to the Closing Date based on the most recent assessed valuations available. At such time as actual assessed valuations for the year of Closing are available (if not available at the time of Closing), real and personal property taxes on the Property for the year of Closing shall be finally prorated to the Closing Date by Seller and Purchaser.

(c) Liens and Encumbrances. The amount of any lien, deed of trust or other monetary encumbrance then affecting the Property, including all prepayment penalties, shall be paid from the funds to which Seller shall otherwise be entitled. If such funds are insufficient to pay all such encumbrances, Seller shall pay the deficiency.

(d) Closing Costs. Seller shall pay one-half (½) of the customary closing costs of Escrow Agent, the cost of recording the Deed other than any transfer taxes (including, without limitation, any stamp or documentary fees) in connection therewith, which shall be split equally between Seller and Purchaser. Purchaser shall pay any premiums or fees required to be paid by to the Title Company with respect to the Title Policy and endorsements thereto, and one-half (½) of the customary closing costs of Escrow Agent. Each Party shall pay their own attorneys' fees incurred in negotiating and closing the transaction contemplated by this Agreement.

(e) Possession. Possession of the Property, subject to the Permitted Exceptions, shall be delivered to Purchaser at the Closing upon release from escrow of all items to be delivered by Purchaser pursuant to Section 4.3, including, without limitation, the Purchase Price.

(f) Survival. The provisions of this Section 4.4 shall survive the Closing and delivery of the Deed to Purchaser.

4.5 Post-Closing Adjustments. Purchaser or Seller may request that Purchaser and Seller undertake to re-adjust any item on the Proration Schedule (or any item omitted therefrom) in accordance with the provisions of Section 4.4 of this Agreement; provided, however, that neither party shall have any obligation to re-adjust any items, other than real estate taxes, after the expiration of sixty (60) days after the Closing. The provisions of this Section 4.5 shall survive the Closing and delivery of the Deed to Purchaser for a period of sixty (60) days following such time as actual assessed valuations for the year of Closing are available (if not available at the time of Closing).

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Seller's Representations. Seller represents and warrants to Purchaser the following (collectively, "Seller's Representations") as of the Effective Date and as of the Closing Date:

(a) Authority. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Washington. Seller has the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement. All requisite entity action has been taken by Seller in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. Each of the persons and entities signing this Agreement on behalf of Seller is authorized to do so. Seller shall furnish to Purchaser any and all documents to evidence such authority as Purchaser shall reasonably request.

(b) Consents; Binding Obligations. Except with respect to the Approvals, no third-party approval or consent is required for Seller to enter into this Agreement or to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

(c) No Possessory Rights. There are no parties in possession of any of the Property, and there are no other rights of possession or use which have been granted to any third party by Seller.

(d) Unrecorded Rights. Seller has not given or granted any person any unrecorded right or option to acquire all or any of the Property or the proceeds derived from the Property, except for the grants, pledges and other assignments made by Seller to the Property's current mortgagee (if any), all of which shall be terminated or satisfied in fact and of record as of and at the Closing.

(e) No Conflicts. There is no agreement to which Seller is a party or that is binding on Seller which is in conflict with this Agreement. Seller has not committed or obligated itself in any manner whatsoever to sell, lease or encumber the Property or any interest therein to any other party. No rights of first offer or rights of first refusal regarding the Property exist under the organizational documents of Seller or under any agreement by which Seller or the Property is or may be bound or affected.

(f) FIRPTA. Seller is not a “foreign person,” as that term is used and defined in the Internal Revenue Code, Section 1445, as amended.

(g) OFAC. Seller is not a Prohibited Person (as defined below). As used herein, a “**Prohibited Person**” is (i) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the “**Executive Order**”), (ii) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order, (iii) a person or entity that is named as a “specially designated national” or “blocked person” on the most current list published by the U.S. Treasury Department’s Office of Foreign Assets Control (“**OFAC**”) at its official website, <http://www.treas.gov/offices/enforcement/ofac>, (iv) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC, or (v) a person or entity that is affiliated with any person or entity identified in clauses (i), (ii), (iii) and/or (iv) of this Section 5.1(r).

(h) No Notice Pending Condemnation. Seller has not received notice of any pending or anticipated condemnation action with respect to all or any portion of the Property.

(i) Liens and Assessments. Seller has received no notice and has no knowledge of any pending improvements, liens or special assessments to be made against the Property or any part thereof by any governmental authority.

(j) No Litigation. There is no existing or pending litigation with respect to any portion of the Property, nor to Seller’s Knowledge is any such proceeding threatened or contemplated. There is no legal action or proceeding pending against Seller, which would impair Seller’s ability to perform its obligations under this Agreement, nor has Seller received notice threatening such litigation or proceeding.

(k) No Breach of Law. To Seller’s Knowledge, neither the Property nor any operations thereon violate any applicable federal, state or local environmental or other laws or any other regulations, laws or ordinances applicable thereto.

(l) Seller’s Contracts. Seller is not a party to any agreements with respect to the Property, or any portion of the Property, except as set forth in this Agreement.

(m) Future Leases or Contracts. From and after the Effective Date until Closing or termination of this Agreement, Seller will not enter into any lease agreements or contracts affecting any portion of the Property.

(n) Environmental. To Seller’s Knowledge, no portion of the Property has ever

been used as a landfill or a waste dump and there has been no installation in or production, disposal or storage thereon of any hazardous waste or other toxins or regulated substances, by Seller or, to Seller's Knowledge, by any previous owner or any other activity which might violate any environmental or health and safety related law, rule, or ordinance. To Seller's Knowledge, the Property does not contain any hazardous or controlled substance or hazardous waste or material as said terms are used in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601, et seq., the Resources Conversation Recovery Act as amended 42 U.S.C. § 9601, or any other environmental or health and safety related law, rule or ordinance.

(o) Compliance with Laws. Seller has received no written notice of any zoning, environmental or other violations or any action, suit or proceeding pending or threatened against or affecting the Property in any court or before or by any Federal, State, County or Municipal department, commission board, bureau or agency or other governmental instrumentality.

(p) Options and Rights of First Refusal. No person or entity has any option, right of first refusal or similar right to purchase all or any portion of the Property.

(q) Brokers. Other than any payment due to Coldwell Banker, which will be paid by Seller pursuant to a separate agreement, no brokerage commissions or other compensation is or will be due or payable to any party with respect to or on account of the transaction contemplated by this Agreement. Each party agrees to indemnify, defend, and hold the other harmless from any liability or expense (including attorney's fees) arising from any claims asserted against the other party for commissions or other compensation which may be due to any broker.

5.2 Survival of Seller's Representations. Seller and Purchaser agree that Seller's Representations shall survive Closing for a period of one (1) year (the "**Survival Period**"). The provisions of this Section 5.2 shall survive the Closing and delivery of the Deed to Purchaser and shall not be deemed merged into any instrument of conveyance delivered at Closing.

5.3 Representations And Warranties Of Purchaser. Purchaser represents and warrants to Seller the following as of the Effective Date and as of the Closing Date:

(a) Authority. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas. Purchaser has, or at the Closing shall have, the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement. Prior to the Closing, all requisite entity action will have been taken by Purchaser in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. Each of the persons and entities signing this Agreement on behalf of Purchaser is authorized to do so.

(b) Consents. No third-party approval or consent is required for Purchaser to enter into this Agreement or to consummate the transaction contemplated hereby.

(c) OFAC. Purchaser is not a Prohibited Person. To Purchaser's knowledge, none of its investors, affiliates or brokers or other agents (if any), acting or benefiting in any capacity in connection with this Agreement is a Prohibited Person. The funds or other assets Purchaser will transfer to Seller under this Agreement are not the property of, or beneficially owned, directly or indirectly, by a Prohibited Person. The funds or other assets Purchaser will

transfer to Seller under this Agreement are not the proceeds of specified unlawful activity as defined by 18 U.S.C. § 1956(c)(7).

(d) Brokers. No brokerage commissions or other compensation is or will be due or payable to any party with respect to or on account of the transaction contemplated by this Agreement. Each party agrees to indemnify, defend, and hold the other harmless from any liability or expense (including attorney's fees) arising from any claims asserted against the other party for commissions or other compensation which may be due to any broker.

(e) No Litigation. There is no legal action or proceeding pending against Purchaser, which would impair Purchaser's ability to perform its obligations under this Agreement, nor has Purchaser received notice threatening such litigation or proceeding.

(f) As used herein the term "Seller's Knowledge" means, with respect to any matter in question, the actual knowledge of such matter by David B. Westburg.

ARTICLE 6 SELLER'S UNDERTAKING PENDING CLOSING

6.1 Casualty Damage. The risk of casualty loss to the Property shall remain with Seller prior to the Closing. In the event that the Property shall be damaged by flood or other casualty prior to Closing, then Purchaser may elect, at its sole option, either (i) to terminate this Agreement and recover its Deposit, in which case both Seller and Purchaser shall be released from further responsibility hereunder, or (ii) to waive its right to terminate this Agreement and to consummate the transaction contemplated hereby, in which case Seller shall assign to Purchaser all of Seller's right to receive the insurance proceeds, if any, payable as a result of such casualty damage, but not exceeding the Purchase Price, and Purchaser shall be entitled to an abatement of the Purchase Price in an amount equal to the applicable insurance deductibles (or if uninsured, the reasonably estimated amount of such casualty damage).

6.2 Condemnation. No part of the Property shall be subject to a pending or threatened condemnation or similar proceeding, or shall previously have been acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof. In the event that the Property shall be subject to any condemnation or similar proceeding prior to Closing, then Purchaser may elect, at its sole option, either (i) to terminate this Agreement and recover its Deposit, in which case both Seller and Purchaser shall be released from further responsibility hereunder, or (ii) to waive its right to terminate this Agreement and to consummate the transaction contemplated hereby, in which case Seller shall assign to Purchaser all of Seller's right to receive condemnation proceeds after Closing payable as a result of such proceeding, and Purchaser shall be entitled to an abatement of the Purchase Price in an amount equal to any condemnation proceeds received by Seller prior to Closing.

6.3 Risk of Loss. Notwithstanding anything to the contrary herein, Seller shall maintain risk of loss of the Property until the actual time of Closing, after which time the risk of loss shall pass to Purchaser and Purchaser shall be responsible for obtaining its own insurance thereafter.

ARTICLE 7 CONDITIONS PRECEDENT TO CLOSING

7.1 Purchaser's Closing Conditions. Purchaser's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent (collectively, "**Purchaser's Closing Conditions**"):

(a) Title Policy. The Title Company shall unconditionally commit to issue the Title Policy as described in Section 3.3 above.

(b) Accuracy of Seller's Representations. Seller's Representations shall be true and correct on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.

(c) Seller's Performance. Seller shall have substantially performed all covenants and obligations and complied with all material conditions required by this Agreement to be performed or complied with by Seller on or before the Closing Date.

(d) Bankruptcy. Seller shall not be a debtor in any bankruptcy proceeding nor shall have been in the last 6 months a debtor in any bankruptcy proceeding.

(e) No Moratoria. No moratorium, statute, regulation, ordinance, legislation, order, judgment, ruling or decree of any Governmental Authority or of any court shall have been enacted, adopted, issued, entered or pending which would (i) have a material adverse effect on the value of the Property, (ii) prohibit the transaction contemplated hereby, or (iii) have a material adverse effect Purchaser's ability to own and operate the Stations.

(f) No Liens. The Property shall be conveyed free and clear of all Monetary Title Exceptions and Voluntary Title Exceptions, except Permitted Exceptions;

(g) No Violations. There shall be no notice issued of any violation or alleged violation of any applicable law, rule, or regulation with respect to any portion of the Property which has not been corrected to the satisfaction of the issuer of the notice.

(h) The Approval Contingencies. Purchaser shall have obtained the Approvals.

(i) APA Closing. Seller shall close the APA simultaneously with this Agreement.

7.2 Failure of Purchaser's Closing Conditions. If any of Purchaser's Closing Conditions are not met, Purchaser may either (a) waive any of Purchaser's Closing Conditions and proceed to Closing on the Closing Date with no offset or deduction from the Purchase Price, (b) terminate this Agreement and receive a return of the Deposit, or (c) if such failure constitutes a default by Seller, exercise any of its remedies pursuant to Section 8.2 below.

7.3 Seller's Closing Conditions. Seller's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent (collectively, "**Seller's Closing Conditions**"):

(a) Accuracy of Purchaser's Representations. Purchaser's Representations shall be true and correct on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.

(b) Purchaser's Performance. Purchaser shall have substantially performed all covenants and obligations and complied with all material conditions required by this Agreement to be performed or complied with by Purchaser on or before the Closing Date.

(c) APA Closing. Purchaser shall close the APA simultaneously with this Agreement.

ARTICLE 8 DEFAULTS AND REMEDIES

8.1 Purchaser Default. Time is of the essence of Purchaser's obligations hereunder. If Purchaser fails to complete the acquisition as herein provided by reason of any default by Purchaser, and such failure continues for five (5) Business Days after delivery of written notice thereof from Seller to Purchaser, Seller, as its sole and exclusive remedy, shall be entitled to terminate this Agreement and have the Deposit paid to Seller as liquidated damages. Additionally, Purchaser shall reimburse Seller for Seller's actual out-of-pocket costs and expenses (including reasonable attorneys' fees, costs and disbursements) related to the negotiation of this Agreement and the transactions contemplated hereby, up to a maximum of \$1,000 ("**Seller's Expenses**"). The parties hereby agree that the amount of the Deposit plus Seller's Expenses is a fair and reasonable estimate of the total damages that Seller would suffer in the event of Purchaser's default and failure to duly complete the acquisition hereunder. Seller hereby waives any and all claims, actions and rights against Purchaser, including, without limitation, any action for specific performance or damages. SELLER AND PURCHASER ACKNOWLEDGE THAT SELLER'S DAMAGES WOULD BE DIFFICULT TO DETERMINE, AND THAT THE DEPOSIT PLUS SELLER'S EXPENSES IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES RESULTING FROM A DEFAULT BY PURCHASER IN ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER AND PURCHASER FURTHER AGREE THAT THIS SECTION 8.1 IS INTENDED TO AND DOES LIQUIDATE THE AMOUNT OF DAMAGES DUE SELLER, AND SHALL BE SELLER'S EXCLUSIVE REMEDY AGAINST PURCHASER, BOTH AT LAW AND IN EQUITY, ARISING FROM OR RELATED TO A BREACH BY PURCHASER OF ITS OBLIGATION TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OTHER THAN WITH RESPECT TO PURCHASER'S INDEMNITY AND CONFIDENTIALITY OBLIGATIONS HEREUNDER.

8.2 Seller Default. Time is of the essence of Seller's obligations hereunder. If Seller fails to comply with any of its obligations hereunder which are required to be performed at or prior to Closing, and such failure continues for five (5) Business Days after delivery of written notice thereof from Purchaser to Seller, Purchaser, at Purchaser's option, shall be entitled to: (a) terminate this Agreement, in which event the Deposit, less the Independent Contract Consideration (which Escrow Agent shall deliver to Seller), shall be returned to Purchaser, Seller shall pay any cancellation charges of Escrow Agent and Title Company, and both parties shall be discharged from all duties and performance hereunder, except for any obligations which by their terms survive

any termination of this Agreement; or (b) pursue and obtain specific performance of Seller's obligations hereunder (without the necessity of proving irreparable harm or posting any security), including to convey the Property as provided herein.

8.3 Waiver of Certain Remedies. Notwithstanding any contrary provision contained herein, Seller and Purchaser each hereby waive any right to consequential, punitive or exemplary damages.

ARTICLE 9 GENERAL PROVISIONS

9.1 Governing Law; Venue. This Agreement and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, without regard to its principles of conflicts of law. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by proceedings instituted and litigated in a court of competent jurisdiction in the City of Las Cruces, County of Dona Ana, State of New Mexico, and the parties hereto expressly consent to the venue and jurisdiction of such court.

9.2 Exhibits and Schedules. All Exhibits and schedules attached hereto are hereby incorporated by reference as though set out in full herein.

9.3 Entire Agreement. This Agreement, including the Exhibits and schedules attached hereto, constitutes the entire agreement between Purchaser and Seller pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements, express or implied, made to any party by any other party in connection with the subject matter hereof except as specifically set forth herein or in the documents delivered pursuant hereto or in connection herewith.

9.4 Binding Effect. Subject to Section 9.5 below, this Agreement shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective successors, heirs and permitted assigns.

9.5 Assignment. This Agreement is not assignable by either party without first obtaining the prior written approval of the other party.

9.6 Amendments in Writing. This Agreement shall not be amended, altered, changed, modified, supplemented or rescinded in any manner except by a written agreement executed by all of the parties; provided, however, that, as provided in Section 1.3 above, the signature of Escrow Agent shall not be required as to any amendment of this Agreement other than an amendment of Section 1.3.

9.7 Waiver. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom or course of dealing and all waivers must be

in writing and signed by the waiving party.

9.8 Attorneys' Fees. In the event that any party hereto brings an action or proceeding against any other party to enforce or interpret any of the covenants, conditions, agreements or provisions of this Agreement, the substantially prevailing party in such action or proceeding shall be entitled to recover all reasonable costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees, charges, disbursements and the fees and costs of expert witnesses including at all appellate levels.

9.9 Expenses. Subject to the provision for payment of closing costs in accordance with the terms of Section 4.4 hereof and any other provision of this Agreement, whether or not the transaction contemplated by this Agreement shall be consummated, all fees and expenses incurred by any party hereto in connection with this Agreement shall be borne by such party.

9.10 Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Seller and Purchaser, Seller and Purchaser agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at or after the Closing any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the transactions contemplated hereby.

9.11 Severability. In the event that any part of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable.

9.12 Construction. This Agreement shall not be construed more strictly against one party hereto than against any other party hereto merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

9.13 Captions; Headings. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

9.14 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

9.15 Time of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to all matters contemplated by this Agreement.

9.16 Business Days; Time Period. As used herein, the term "**Business Day**" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of New Mexico. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed also shall be included provided that if such last day is not a Business Day, then the last date for performance thereof shall be extended to the next Business Day.

9.17 No Personal Liability of Related Parties. Each of Seller and Purchaser acknowledges that this Agreement is entered into by Seller, which is a Washington limited liability company, and Purchaser, which is a Texas limited liability company, and each agrees that, none of Purchaser's nor Seller's Related Parties shall have any personal liability under this Agreement or any document executed in connection with the transactions contemplated by this Agreement. "**Related Parties**" means any and all parent and subsidiary entities, officers, directors, members, managers, partners, affiliates, employees, agents and representatives and each of their successors and assigns.

9.18 Relationship of Parties. Purchaser and Seller acknowledge and agree that the relationship established between the parties pursuant to this Agreement is only that of a seller and a purchaser of property. Neither Purchaser nor Seller is, nor shall either hold itself out to be, the agent, employee, joint venturer or partner of the other party.

9.19 Confidentiality. Seller and Purchaser shall not disclose the terms and conditions contained in this Agreement or disclose any Confidential Information (as defined below) and shall keep the same confidential; provided, however, that (i) each party may disclose the terms and conditions of this Agreement to their respective legal counsel and other agents and representatives who need to know such information in connection with the acquisition; and (ii) (a) as required by law, (b) to consummate the terms of this Agreement or any financing relating thereto, (c) to their respective lenders, attorneys and accountants, or (d) in connection with any action or proceeding between Purchaser and Seller. Neither Seller nor Purchaser shall issue any press release with respect to Purchaser's acquisition of the Property or the terms of this Agreement without the prior written consent of the other party, which consent may be withheld in such party's sole discretion. Unless and until the Closing occurs, Purchaser shall not market the Property (or any portion thereof) to any prospective purchaser or lessee without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. The provisions of this Section 10.19 shall not survive the Closing. As used in this Agreement, the term "**Confidential Information**" shall mean any of the following to the extent supplied by Seller or on behalf of Seller or otherwise made available by or at the direction of Seller to Purchaser or any of Purchaser's Representatives: (i) all written information and documents relating to the Property, any portion thereof or the sale thereof, furnished to, or otherwise available for review by, Purchaser or its directors, officers, employees, affiliates, current or prospective partners, current or prospective members, current or prospective shareholders, current or prospective lenders, brokers, agents or other representatives of Purchaser or such parties, including without limitation, attorneys, accountants, contractors, consultants, the Title Company or Escrow Agent, the Governmental Authorities, engineers or financial advisors (collectively, "**Purchaser's Representatives**"), and (ii) all written analyses, compilations, data, studies, reports or other information or documents prepared or obtained by Purchaser or Purchaser's Representatives, but only to the extent containing the information or documents described in the preceding clause (i), or otherwise reflecting their review or investigation of the Property.

9.20 Counterparts; Facsimile/.pdf Signatures. This Agreement may be executed in a number of identical counterparts. This Agreement may be executed by facsimile and/or .pdf signatures which shall be binding on the parties hereto, with original signatures to be delivered as soon as reasonably practical thereafter.

9.21 Intentionally Deleted.

9.22 Intentionally Deleted.

9.23 Notices. All notices, consents, reports, demands, requests and other communications required or permitted hereunder ("**Notices**") shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; (b) sent by a nationally recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; or (c) sent by PDF or email with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than three (3) Business Days thereafter. All Notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the Notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this section, then the first attempted delivery shall be deemed to constitute delivery; and provided further, however, that Notices given by PDF or email shall be deemed given when received. Each party shall be entitled to change its address for Notices from time to time by delivering to the other party Notice thereof in the manner herein provided for the delivery of Notices. All Notices shall be sent to the addressee at its address set forth below:

<p>If to Seller:</p> <p>WP Broadcasting, LLC 1405 Crestwood Court Spokane, WA 99128 509-496-3254 Email: johnhweller@comcast.net Attention: John H. Weller</p>	<p>with copies to:</p> <p>David B. Westburg 1032 4th St, Kirkland, WA. 98033 Phone: 206-910-1283</p> <p>E-Mail: davewestburg58@gmail.com</p>
<p>If to Purchaser:</p> <p>Assurance Rental Properties, LLC 6776 Villa Hermosa Dr. El Paso, Texas 79912 Phone: _____ Fax: _____ E-Mail: dgrice@advancedbroadcastservices.com</p>	<p><i>with copies to (which shall not constitute notice):</i></p> <p>ScottHulse PC One San Jacinto Plaza 201 E. Main, Suite 1100 Attn: M. Ryan Hoover El Paso, Texas 79901 Phone: (915) 533-2493 Fax: (915) 546-8333 E-Mail: rhil@scotthulse.com</p>

Any notice required hereunder to be delivered to Escrow Agent or Title Company shall be delivered in accordance with the above provisions as follows:

<p>If to Escrow Agent/Title Company:</p> <p>Otero Title Insurance Company At the address provided in Section 1.2(a) above.</p>	
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Unless specifically required to be delivered to Escrow Agent pursuant to the terms of this Agreement, no notice hereunder must be delivered to Escrow Agent in order to be effective so long as it is delivered to the other party in accordance with the above provisions.

9.24 No Option; Binding Effect. The submission of this document for examination and review does not constitute an option to purchase the Property, an offer to sell the Property or an agreement to purchase and sell. This document shall have no binding effect on the parties unless and until executed and delivered by Seller and Purchaser. As provided in Section 1.3 above, Escrow Agent's execution of this Agreement shall not be a prerequisite to the effectiveness of this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed effective as of the Effective Date.

SELLER:

WP BROADCASTING, LLC,
a Washington limited liability company

By: 

Name: John H. Weller

Title: Manager

PURCHASER:

ASSURANCE RENTAL PROPERTIES, LLC,
a Texas limited liability company

By: 

Name: Katlyn Grace

Title: President