

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of May 26, 2021 between E-String Wireless, Ltd, a Texas limited company ("Seller"), and Educational Radio Foundation of East Texas, Inc., a Texas non-profit corporation ("Buyer") for the sale and purchase of FM radio station KAGZ, Burke, TX (Facility ID 164167) ("KAGZ") and FM Translator stations K240EO, Lufkin, TX (Facility ID 156974) ("K240EO") and K248BN, Nacogdoches, TX, Facility ID (156950) ("K248BN") (together the "Stations").

In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

### ARTICLE 1: SALE AND PURCHASE

1.1 Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to all personal assets, interests and rights of Seller, tangible and intangible, that are used or held for use in the operation of the Stations (the "Station Assets") as set forth below:

(a) all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Stations (the "FCC Licenses"), including those described on *Schedule 1.1(a)* attached hereto, including any renewals or modifications thereof between the date hereof and Closing (defined below);

(b) all of Seller's equipment, transmitters, antennas, cables, towers, vehicles, furniture, fixtures, spare parts and other tangible personal property of every kind and description that are used or held for use in the operation of the Stations (collectively, the "Tangible Personal Property"), as specifically listed on *Schedule 1.1(b)* attached hereto;

(c) all of Seller's rights in and to the Stations' call letters;

(d) Seller's rights in and to all the technical records (or copies thereof) relating to the operation of the Stations, including the local public file, blueprints, technical information and engineering data, and FCC required logs; and

(e) all claims (including warranty claims), deposits, and prepaid expenses that are associated with the assets set forth above.

Buyer is not acquiring any contracts, including programming and sales agreements, or other business assets of the Seller other than the Stations' transmission facilities and the Stations' good will.

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

- (a) Seller's cash and cash equivalents;
- (b) all of the Stations' accounts receivable existing at Closing and any other rights to payment of cash consideration for goods or services sold or provided prior to Closing or otherwise arising during or attributable to any period prior to the time of Closing (the "A/R");
- (c) all contracts and agreements that are used in the operation of the Stations.
- (d) all contracts of insurance, all coverages and proceeds thereunder and all rights in connection therewith;
- (e) all pension, profit sharing plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, and all collective bargaining agreements maintained by Seller;
- (f) Seller's corporate name, charter documents, books and records relating to the organization, existence or ownership of Seller, and all records not relating to the operation of the Stations.
- (g) all tangible and intangible personal property used in the operation of the Stations which is retired or disposed of in the ordinary course of business of Seller between the date of this Agreement and Closing, as permitted hereunder, and those items of personal property listed on *Schedule 1.2 (f)*;
- (h) all deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent Seller receives a credit therefor under Section 1.6.

1.3 Retained Liabilities. Except for the Assumed Obligations, Buyer does not assume and will not be deemed by execution and delivery of this Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed any liabilities, obligations or commitments of Seller of any kind, whether or not disclosed to Buyer, including without limitation any liability or obligation of Seller under any contracts not included in the Station Contracts (the "Retained Liabilities").

1.4 Purchase Price. The Purchase Price for the Station Assets shall be Two Hundred Twenty-Five Thousand Dollars (\$225,000) (the "Purchase Price") payable in cash at Closing.



1.5 Escrow Deposit. Contemporaneously with the execution of this Agreement, Buyer shall submit a deposit in the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) (the "Escrow Deposit") with Hardy, Carey, Chautin & Balkin, LLP (the "Escrow Agent") pursuant to an Escrow Agreement (the "Escrow Agreement") of even date herewith among Buyer, Seller and the Escrow Agent, and attached hereto as *Exhibit A*. At Closing, the Escrow Deposit shall be disbursed to Seller and applied to the Purchase Price.

1.6 Prorations.

(a) The operation of the Stations and the income and operating expenses attributable thereto until 12:00 a.m. on the day of Closing (the "Adjustment Time") shall be for the account of Seller and thereafter for the account of Buyer, and expenses shall be prorated between Seller and Buyer as of the Adjustment Time in accordance with generally accepted accounting principles, and the Purchase Price shall be adjusted accordingly.

(b) Such prorations shall include music and other license fees, FCC regulatory fees, utility expenses and other amounts under Station Contracts and similar prepaid and deferred items. Sales commissions related to the sale of advertisements broadcast on the Stations prior to Closing shall solely be the responsibility of Seller.

1.7 Closing and Condition of Closing. The consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the "Closing") shall take place no later than ten (10) business days after the date that the FCC Consent is granted. Closing shall be subject to the satisfaction or waiver of the conditions required to be satisfied or waived pursuant to Articles 6 or 7 below. The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.8 FCC Consent. Within five (5) business days of the date of this Agreement, Buyer and Seller shall file an application (the "FCC Application") requesting FCC consent to the assignment of the FCC Licenses from Seller to Buyer (the "FCC Consent"). Seller and Buyer shall diligently pursue the FCC Application. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall furnish all information required by the FCC. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

Notwithstanding the above, Buyer and Seller recognize that the FCC will not grant the FCC Application until after the license renewals for the Station has been granted.

1.9 Application for Minor Modification. Seller will cooperate with Buyer as Buyer prepares and files a contingent application to modify the KAGZ license, moving the transmitter and making KAGZ a noncommercial educational station.

## ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as follows:

2.1 Organization & Authorization. Seller is duly organized and in good standing under the laws of Texas. The execution, delivery and performance of this Agreement have been duly authorized and approved by all necessary action of Seller and do not require any further authorization or consent of Seller. (Seller's Authorization")

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

2.3 FCC Licenses. Seller holds the FCC Licenses listed and described on *Schedule 1.1(a)*. Such FCC Licenses are in full force and effect.

2.4 Taxes. Seller has filed all federal, state, county and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law in connection with the Stations' business and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

2.5 Environmental. To Seller's knowledge, no hazardous or toxic substance or waste (including without limitation petroleum products) or other material regulated under any applicable environmental, health or safety law has been generated, stored, transported or released on, in, from or to the Real Property included in the Station Assets by Seller or any other party. Seller has not received, in respect of the Stations or Station Assets, any notice or claim to the effect that it is or may be liable under any environmental, health or safety law.

2.6 Condition of Station Assets. All broadcast equipment of the Stations is operational and in good working order.

2.7 Employees. Seller will be responsible for all Station employees employed before the Closing date and any liability, including any severance obligations, with respect thereto. Buyer shall have no obligation to employ any such employees, but may, in its sole discretion, hire any of said employees to continue working as of the Closing Date.



2.8 Station Assets. Except for the Excluded Assets, the Station Assets constitute all the assets used or held for use in the business or operation of the Stations. Seller has good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Encumbrances and Liens that will be released at Closing. At Closing, Seller will transfer to Buyer good and marketable title to the Station Assets, free and clear of Liens.

2.9 Compliance with Law. Seller has complied and is in compliance in all material respects with all laws, regulations, rules, writs, injunctions, ordinances, orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the Stations or the Station Assets. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Stations or the Station Assets. To Seller's knowledge, there are no claims or investigations pending or threatened against Seller in respect of the Stations or the Station Assets.

2.10 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf.

### ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows:

3.1 Organization & Authorization. Buyer is duly organized and in good standing under the laws of Texas. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and the documents to be made pursuant hereto. The execution, delivery and performance of this Agreement have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer. ("Buyer's Authorization")

3.2 No Conflicts. The execution, delivery and performance by Buyer of this Agreement and the documents to be made pursuant hereto does not conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent.

3.3 Qualification. Buyer is legally, financially and otherwise qualified to hold the FCC Licenses under the Communications Act and the rules, regulations and policies of the FCC as they exist on the date of this Agreement.

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

#### ARTICLE 4: SELLER COVENANTS

4.1 Covenants. From the date hereof until Closing, Seller shall, (as applicable):

(a) operate the Stations in accordance with the terms of the FCC Licenses and in material compliance with the Communications Act, FCC rules, regulations and policies, and all other applicable laws, rules and regulations, and maintain the FCC Licenses in full force and effect;

(b) keep all Tangible Personal Property in the same condition (ordinary wear and tear excepted), maintain adequate and usual supplies, spare parts and other materials as have been customarily maintained in the past, and otherwise preserve intact the Station Assets and maintain in effect its current insurance policies with respect to the Stations and the Station Assets;

(c) at the request of Buyer, from time to time give Buyer access during normal business hours to all of the Stations' technical facilities, properties, deeds, title papers, insurance policies, licenses, agreements, contracts, commitments, records and files, equipment, machinery, fixtures, furniture and vehicles, to the extent such documents relate to the Station Assets, and provide Buyer all other information concerning the Station Assets as Buyer may reasonably request (any investigation or examination by Buyer shall not in any way diminish any representations or warranties of Seller made in this Agreement); and

(d) not, without the prior written consent of Buyer:

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

(ii) modify the FCC Licenses; or

(iii) permit any representation or warranty set forth in Article 2 to become untrue or inaccurate in any material respect.

#### ARTICLE 5: JOINT COVENANTS

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

5.2 Control. Consistent with FCC rules, control, supervision and direction of the operation of the Stations prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses. The risk of loss of or damage to any of the Station Assets, and the risk of any interruption in the Stations' normal broadcast transmission,



shall remain with Seller at all times until 12:00 a.m. local time on the day of Closing. Prior to that time, Seller shall repair and replace any lost or damaged Station Assets and restore any interrupted transmission.

#### ARTICLE 6: SELLER CLOSING CONDITIONS

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

6.1 Bringdown. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of Closing, Buyer shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Seller shall have received a certificate dated as of Closing from Buyer (executed by an authorized officer) to the effect that the conditions set forth in this Section have been satisfied (the "Buyer Bringdown Certificate").

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

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

6.4 Deliveries. Buyer shall have made the deliveries to be made by it at Closing under Section 8.2 of this Agreement.

#### ARTICLE 7: BUYER CLOSING CONDITIONS

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

7.1 Bringdown. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of Closing, Seller shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Buyer shall have received a certificate dated as of Closing from Seller (executed by an authorized officer) to the effect that the conditions set forth in this Section have been satisfied (the "Seller Bringdown Certificate").

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

7.3 FCC Consent. The FCC Consent shall have been granted without conditions materially adverse to Buyer.

7.4 Deliveries. Seller shall have made the deliveries to be made by it at Closing under Section 8.1 of this Agreement.

## ARTICLE 8: CLOSING DELIVERIES

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

- (a) a copy of the Seller's Authorization;
- (b) the Seller Bringdown Certificate;
- (c) an Assignment of FCC Licenses assigning the FCC Licenses to Buyer;
- (d) an Assignment and Assumption of Contracts assigning the Station Contracts to Buyer;
- (e) a bill of sale conveying all Station Assets to Buyer free and clear of all Liens;
- (f) any other documents and instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets to Buyer, free and clear of Liens.

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

- (a) the Purchase Price in accordance with the terms of this Agreement;
- (b) a copy of the Buyer Authorization;
- (c) the Buyer Bringdown Certificate;
- (d) an Assignment and Assumption of Contracts assuming the obligations arising after Closing under the Station Contracts; and
- (e) any other documents and instruments of assumption that may be reasonably necessary to assume the Assumed Obligations.

## ARTICLE 9: SURVIVAL AND INDEMNIFICATION

9.1 Survival. The representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date whereupon they shall expire and be of no further force or effect, except those with respect to title to the Station Assets, which shall survive indefinitely.

9.2 Indemnification.

(a) From and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from:

- (i) any breach by Seller of its representations and warranties made under this Agreement;
- (ii) any default by Seller of its covenants and agreements made under this Agreement;



(iii) the Retained Liabilities; or  
(iv) without limiting the foregoing, the business or operation of the Stations prior to Closing (including any third-party claim arising from such operations).

(b) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from:

(i) any breach by Buyer of its representations and warranties made under this Agreement;  
(ii) any default by Buyer of its covenants and agreements made under this Agreement;  
(iii) the Assumed Obligations; or  
(iv) without limiting the foregoing, the business or operation of the Stations after Closing (including any third-party claim arising from such operations).

### 9.3 Procedures.

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

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

(c) Notwithstanding anything herein to the contrary:

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

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

(iii) neither party shall have any liability to the other under any circumstances for special, indirect, consequential, punitive or exemplary damages or lost profits or similar damages of any kind, whether or not foreseeable.

#### ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. This Agreement may be terminated prior to Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller, or by Seller to Buyer, if
  - (i) the Closing does not occur by the date nine (9) months after the release date of the FCC public notice accepting the FCC Application for filing or the FCC denies the FCC Application;
  - (ii) the other party does not perform the obligations to be performed by it under this Agreement on the Closing Date;
  - (iii) the other party otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period (defined below);

The term "Cure Period" as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) fifteen (15) calendar days thereafter or (ii) the Closing Date. Except as provided in Section 10.3, termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

10.2 Specific Performance. In the event of a breach or threatened breach by Seller of any representation, warranty, covenant or agreement under this Agreement, at Buyer's election, in addition to any other remedy available to it, Buyer shall be entitled to an injunction restraining any such breach or threatened breach and to enforcement of this Agreement by a decree of specific performance requiring Seller to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

10.3 Liquidated Damages. If this Agreement is terminated by Seller pursuant to Section 10.1(ii) or (iii), then the Escrow Deposit (and any interest accrued thereon) shall be disbursed to Seller as liquidated damages. Such remedy shall be the sole and exclusive remedies of Seller. Seller hereby waives all other legal and equitable remedies it may otherwise have resulting from a breach or default by Buyer under this Agreement.

10.4 Return of the Escrow Deposit. If this Agreement is terminated for a reason other than a breach by Buyer, the Escrow Deposit shall be disbursed to Buyer. The parties shall each instruct Escrow Agent to disburse the Escrow Deposit to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement.



ARTICLE 11: MISCELLANEOUS.

11.1 Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except that each of Buyer and Seller shall pay one-half of any filing fee charged by the FCC for the request for FCC Consent, and Seller shall pay all other governmental taxes, fees and charges applicable to the transfer of the Station Assets under this Agreement.

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

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

11.4 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed electronic mail transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third (3<sup>rd</sup>) day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Buyer, then to:

Educational Radio Foundation of East Texas, Inc.  
7695 Old Jacksonville Highway  
(P O Box 8525)  
Tyler, TX 75711

Attn: Troy Kriechbaum, President & CEO  
[troy@kvne.com](mailto:troy@kvne.com)

with a copy to

(which shall not constitute notice):

Mark A. Balkin, Esq.  
Hardy, Carey, Chautin & Balkin, LLP  
1080 West Causeway Approach  
Mandeville, LA 70471  
[mbalkin@hardycarey.com](mailto:mbalkin@hardycarey.com)

if to Seller, then to:

E-String Wireless, Ltd.  
24018 Middle Fork  
San Antonio, TX, 78258

Attn: Bret Huggins, Sole Member of G/P

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11.5 Amendment/Entire Agreement/Execution. No amendment of this Agreement shall be effective unless in a writing signed by both parties. This Agreement (together with the Schedules and Exhibits hereto) constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]



SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

SELLER:

E-STRING WIRELESS, LTD

By: 

Bret Huggins, Sole Member of G/P

BUYER:

EDUCATIONAL RADIO FOUNDATION OF EAST TEXAS, INC.

By: 

Troy Kriechbaum, President & CEO

Schedule 1.1 (a)  
FCC Licenses and Authorizations

1. FM radio station KAGZ (FM) license, FCC File Number; BLH-20150902ADV;
2. FM translator station K240EO license, FCC File Number: BLFT-2013-60901AAA;
3. FM translator station K248BN, license, FCC File Number: BLFT-20070614AEQ; and
4. FCC Renewal Application File Number: 0000142362.



Schedule 1.1 (b)  
Tangible Personal Property

**Inventory of Assets KAGZ**

1. Telcom 2 Bay antenna TFC2K
2. 540 feet of Andrew 1 5/8 inch Coax
3. Gates FM 5H Transmitter (5,000 watt model)
4. FM exciter
5. 8100 Orban Optimod with XT chassis
6. Burk ARC 16 transmitter remote control
7. Burk ESI dial up modem
8. Burk IP 8 relay panel
9. Burk phone line surge protector
10. UPS
11. Broadcast Tools Silence Failover Switch
12. (2) Spare transmitter tubes
13. Copper grounding strap
14. Various transmitter spare parts
15. Various equipment manuals
16. (120) 1 5/8 inch coax hangers
17. (2) 1 5/8 inch Andrew Coax connectors
18. Andrew coax reducer - 3 inch to 1 5/8 inch
19. Gates harmonic filter
20. DSL Modem
21. DSL Router

**Inventory of Assets Lufkin Translator**

1. Antenna MDR1
2. BW TX300 transmitter
3. 250 feet 1/2 inch line
4. 2 1/2 inch connectors
5. RG 8 jumper

**Inventory of Assets Lufkin Nacogdoches Translator**

1. Antenna MDR1
2. Bext TX100 transmitter
3. 500 feet 7/8 inch line
4. 2 7/8 inch connectors
5. Coax Jumper
6. Dayton FM receiver with Composite output
7. Consumer FM receive antenna
8. RG 6 receive coax

Schedule 1.2 (f)  
Excludes Assets

**INSERT LIST**

4839-5883-1083, v. 2