

## ***ASSET PURCHASE AGREEMENT***

***THIS ASSET PURCHASE AGREEMENT*** (this "Agreement") is made as of August 4, 2021, between Somerville Baptist Church, a non-profit religious entity organized in the State of Alabama (the "Seller"), and Fun Media Group of North Alabama, LLC, a limited liability company organized in the State of Alabama ("Buyer").

***WHEREAS***, Seller holds the authorizations for AM station WKZD(AM), (FCC Facility Id 290) and FM translator station W285EN, (FCC Facility Id 24898), both licensed to Priceville, Alabama, (collectively the "Stations"), issued by the Federal Communications Commission (the "FCC"); and

***WHEREAS***, subject to the terms and conditions set forth herein, Seller desires to assign to Buyer the Stations' FCC authorizations and sell substantially all of the assets used and useful in connection with the Stations and Buyer desires to purchase and accept such authorizations and assets.

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

1. Assets. Seller agrees assign, transfer, convey and deliver to Buyer, and Buyer shall acquire from Seller, all of the right, title, and interest of Seller in and to certain assets, properties, interests and rights of Seller, tangible and intangible, which are used in the operation of the Stations (the "Assets"), including the FCC licenses and any other FCC authorizations of any type with respect to the Stations held by Seller (the "FCC Authorizations") including without limitation those set forth in Schedule 1(a); the equipment, tower, and other tangible personal property specifically listed in Schedule 1(b), the intangible property consisting of the call signs WKZD(AM) & W285EN referenced in Schedule 1(b), (the "Tangible and Intangible Property"); and Seller's rights and obligations under agreements to be assumed by Buyer ( if any agreements are to be assumed), (the "Assumed Obligations") listed in Schedule 1(c).

2. Excluded Assets. The Assets shall not include certain assets, (the "Excluded Assets") described as follows: (i) Seller's lease for the tower/transmitter/antenna site with Ted and Ann Grantland (Grantland Family Limited Partnership), lessors, or their successors. As provided in this Agreement, Buyer will enter into a new lease for use of the site; (ii) Seller's building used as a studio with the Stations or any other real property of any type or nature; (iii) assets not connected with the ownership or operation of the Stations or the Assets, (iv) any rights and obligations of Seller not specifically assumed by Buyer; and (v) any other assets not specifically set forth in Schedule 1(b).

3. Purchase Price. The purchase price to be paid for the Assets at Closing is Eighty-Five Thousand Dollars (\$85,000.00), as adjusted pursuant to Section 6 hereof, and reimbursement of certain expenses related to the transaction, as outlined in Schedule 3, (collectively the "Purchase Price"). Upon execution of this Agreement, the Buyer will deposit with the Seller the amount of Five Thousand Dollars (\$5,000.00) as an earnest money deposit ("Earnest Money Deposit") which shall be applied to the Purchase Price at Closing; provided however, if this Agreement is terminated and Buyer is not in default, the Earnest Money Deposit will be promptly returned to Buyer.

4. Assets Sold be Free of Security Interests. The Assets shall be sold and

conveyed to Buyer free and clear of all liabilities (absolute or contingent), obligations, liens (including tax, mechanics' and materialmen's liens), pledges, conditional sales agreements, charges, mortgages, security interests, encumbrances, and restrictions of any type or amount created by Seller prior to the Closing Date, whether existing now or in the future (collectively the "Security Interests") except for any liabilities being assumed by Buyer under this Agreement, the rights of lessor under a lease for the tower/transmitter/antenna site, liens for taxes not yet due and payable, and liens that will be released at or prior to Closing (collectively "Permitted Liens").

5. Assumed Obligations. On the Closing Date, Buyer shall assume the obligations of Seller under any agreement set forth in Schedule 1(c) for dates after Closing Date and arising from the business or operation of the Stations after the Closing Date.

6. Prorations and Adjustments. All prepaid and deferred expenses arising from the conduct of the business and operations of the Stations shall be prorated as of 11:59 p.m. of the Closing Date. The prorations and adjustments contemplated by this Section 6 include site lease payments, electric power, telephone, other utilities and similar expenses, if any, incurred in operation of the Stations and will be made to the extent practicable at the Closing, and to the extent not made at the Closing shall be made within thirty (30) calendar days after the Closing Date.

7. FCC Consent. The Closing is subject to and conditioned upon prior FCC consent to the assignment of the FCC Licenses to Buyer, (the "FCC Consent") and, unless waived by Buyer, the FCC Consent having become a Final Order. "Final Order" means an action by the FCC as to which: (a) no request for stay by the FCC is pending, no such stay is in effect, and any deadline for filing a request for any such stay has passed; (b) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the deadline for filing any such appeal, petition or application has passed; (c) the FCC has not initiated reconsideration or review on its own motion and the time in which such reconsideration or review is permitted has passed; and (d) no appeal to a court, or request for stay by a court, of the FCC's action is pending or in effect, and the deadline for filing any such appeal or request has passed.

8. FCC Application. Upon a date mutually agreed to between the parties, within seven (7) days of the date of this Agreement, Seller and Buyer shall file an application with the FCC (the "FCC Application") seeking the FCC Consent to the assignment of the FCC Authorizations to the Buyer.

9. Buyer's Representations and Warranties. Buyer makes the following representations and warranties to Seller:

a. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Alabama, and has the requisite power and authority to execute and deliver and comply with this Agreement.

b. The execution, delivery and performance of this Agreement by Buyer have been duly authorized and approved by all necessary action of Buyer and Buyer's Members, and is a legal, valid and binding agreement of Buyer enforceable in accordance with its terms.

c. The Buyer is financially qualified to pay the Purchase Price and otherwise qualified to be an FCC licensee and owner of the Stations.

10. Seller's Representations and Warranties. Seller makes the following representations and warranties to Buyer:

a. Seller is a non-profit religious entity duly organized, validly existing under the laws of the State of Alabama, and has the requisite power and authority to execute and deliver and comply with this Agreement.

b. The execution, delivery and performance of this Agreement by Seller have been duly authorized and approved by Seller and it is a legal, valid and binding agreement of Seller.

c. To the knowledge of Seller, the FCC Authorizations are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and has not expired and to the knowledge of Seller, there are no applications, complaints, investigations or proceedings pending or, threatened before the FCC relating to the Stations or Seller.

d. The Tangible Property assets are in operating condition, with reasonable wear and tear based on the age of the assets, and are being sold to Buyer in their current as-is condition.

e. To the knowledge of Seller, Seller has operated the Stations in material compliance with the rules and regulations of the FCC and the Communications Act of 1934, as amended to the extent applicable to the Stations.

f. Seller has good and valid title to the Tangible Assets which on Closing Date will be free and clear of all Security Interests except for any to be released at Closing and Permitted Liens.

g. Seller makes no representation or warranty as to Buyer's ability to enter into a tower/transmitter/antenna site lease as of the Closing date with Ted and Ann Grantland (Grantland Family Limited Partnership) , lessors, or their successors.

11. Buyer's General Covenants. Between the date hereof and the Closing, Buyer take necessary steps as required to maintain funds to pay the Purchase Price due at Closing and take commercially reasonable actions to enter into a tower/transmitter/antenna site lease as of the Closing date, and establish a studio location on Buyer's property at another of its stations, or property under its control, in order to operate the Stations after the Closing Date in accordance with the FCC Authorizations and FCC rules and regulations. Also, within seven (7) days from execution of this Agreement, Buyer will file an application with the FCC, as permitted under FCC Rule Section 73.3517, for modification of WKZD from its current status as a non-commercial educational station to a commercial station contingent expressly contingent upon FCC approval of the FCC Application referenced in Section 8 hereof for assignment of the FCC Authorizations and consummation of the transaction between the parties pursuant to this Agreement.

12. Seller's General Covenants. Seller covenants and agrees that between the date hereof and the Closing that Seller will use reasonable efforts to maintain the FCC Authorizations in compliance in all material respects with the FCC's rules and regulations and the Communications Act. Seller consents to Buyer's filing of an application with the FCC, pursuant to FCC Rule Section 73.3517, for modification of WKZD from its current status as a non-commercial educational station to a commercial station and to Buyer's filing of an application for a construction permit for relocation of W285EN to another site location, with all such applications expressly contingent upon FCC approval of the FCC Application referenced in Section 8 hereof for assignment of the FCC Authorizations and consummation of the transaction between the parties pursuant to this Agreement.

13. Joint Covenants. Seller and Buyer agree to cooperate with each other in taking any commercially reasonable actions to obtain the required consent of any governmental instrumentality necessary to accomplish the transactions conditions contemplated by this Agreement.

14. Seller's Conditions to Closing. The obligations of Seller hereunder are, at its option, subject to satisfaction at or prior to the Closing of each of the following conditions:

- a. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing.
- b. The FCC Consent shall have been obtained and shall be in full force and effect, and no court, administrative or governmental order prohibiting the Closing shall be in effect or threatened.
- c. Buyer shall have made each of the deliveries contemplated or otherwise reasonably required by this Agreement, including without limitation payment of the Purchase Price.
- d. Buyer shall have entered into a lease with the owner of the tower/transmitter/antenna site used with the Stations replacing Seller's lease for such site without further obligation of Seller to the lessors after the Closing under the current lease between Seller and the lessors.

15. Buyer's Conditions to Closing. The obligations of Buyer hereunder are, at its option, subject to satisfaction at or prior to the Closing of each of the following conditions:

- a. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing.
- b. The FCC Consent shall have been obtained, shall be in full force and effect and shall have become a Final Order, and no court or governmental order prohibiting the Closing shall be in effect or threatened.
- c. All Security Interests pertaining to the Assets shall be released of record and there shall be no Security Interests in respect of such assets.
- d. Seller shall have made each of the deliveries contemplated by or otherwise reasonably required by this Agreement.
- e. Buyer shall have entered into a lease with the owner of the



tower/transmitter/antenna site used with the Stations replacing Seller's lease for such site without further obligation of Seller to the lessors after the Closing under the current lease between Seller and the lessors.

f. Buyer shall have received grant of the application referenced in Section 11 above for modification of WKZD from its current status as a non-commercial educational station to status as a commercial station.

16. Documents at Closing. At the Closing, Seller shall deliver or cause to be delivered to Buyer: such bills of sale, and other instruments of conveyance, assignment and transfer customary to transactions such as that in this Agreement to convey, transfer and assign the Assets to Buyer, under the terms of this Agreement. At the Closing, Buyer shall deliver or cause to be delivered to Seller such documents and instruments of assumption as may reasonably be requested by Seller under the terms of this Agreement. Buyer shall also deliver the Purchase Price, as adjusted pursuant to Section 5.

17. Termination: This Agreement shall terminate upon written notice of either party to the other, if the FCC Application is not approved by the FCC in actions which become a "Final Order" during the twelve (6) month period from the date of this Agreement. The Agreement may also be terminated by either party in the event of a material default of the other party, after written notice and failure to cure such default within thirty (30) days of such notice.

18. Entire Understanding of the Parties. This Agreement sets forth the entire understanding of the parties at the time of execution and delivery of this Agreement with respect to the subject matter of the Agreement and may not be amended except by written amendment signed by both parties. All prior agreements between the parties with respect to the subject matter hereof shall be of no further force or effect. Further, if any term or provision of this Agreement is determined to be void, unenforceable or contrary to law, the remainder of this Agreement shall continue in full force and effect provided that such continuation would not materially diminish the benefits of this Agreement for either party.

19. Specific Performance and Limitation on Damages. In the event of failure by either party to comply with the terms of this Agreement to consummate the Agreement, the other party shall be entitled, in lieu of an action for damages, to seek a decree of specific performance requiring compliance with this Agreement and injunctive relief. The breaching party agrees to waive any defense as to the adequacy of the other party's remedies at law and to interpose no opposition, legal or otherwise, to the propriety of specific performance as a remedy. With respect to any action for damages at law or in equity, in lieu of specific performance, such damages shall be limited to actual out of pocket expenses of the non-defaulting party, and neither party shall be entitled to recover or make a claim for any amounts in respect of consequential, incidental, indirect, punitive or similar damages.

20. Survival. The covenants, agreements, representations and warranties in this Agreement shall expire upon the Closing Date with the exception of those claims made that relate to Buyer's damages or Seller's damages, as applicable, for failure to comply with this Agreement to consummate the Agreement at Closing for which timely written notice is given by the party entitled to damages to the other party prior to termination of this Agreement, shall survive until resolved.

21. Counterparts. This agreement may be signed in counterparts with the same effect as if the signature on each counterpart were on the same instrument.

22. Applicable Law. This Agreement shall be governed and construed according to the substantive law of the State of Alabama, without regard to choice of laws principles, and each party agrees to accept the jurisdiction of courts located in Alabama with respect to any matters arising hereunder.

23. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto. Any party may assign its interest to another entity only if such entity is under common control with or wholly owned by such party.

24. Expenses. Except as set forth in Schedule 3, each party shall be solely responsible for all costs and expenses incurred by it in connection with Agreement and the applications and documents arising under the Agreement. The Buyer shall pay any FCC filing fees in connection with the FCC Application.

25. Notices. All notices, requests, consents, waivers and other communications required or permitted to be delivered or otherwise given hereunder shall be in writing to a party and shall be deemed to have been delivered or given (a) if transmitted by facsimile, upon receipt of confirmation; (b) if mailed by registered or certified United States mail, return receipt requested, postage prepaid, upon delivery or refusal of delivery; or (c) if sent by an overnight delivery service, upon delivery or refusal of delivery to:

To Buyer: Fun Media of North Alabama, LLC  
Attn: Louis Michael Anzek and Steve Sudbury  
  
P.O. Box 1297,  
981 North Brindlee Mountain Parkway  
Arab, AL 35016

To Seller: Somerville Baptist Church  
ATTN: Steve Taylor, Administrative Pastor  
Dan Ratje, Station Manager  
41 Main Street  
Somerville, AL 35670

*(The next page following is the Signature page for the Parties.)*

*(Signature page of the Parties for the Agreement)*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**SELLER:**

***Somerville Baptist Church.***

By: 

Steve Taylor, Administrative Pastor

**BUYER:**

***Fun Media Group of North Alabama, LLC***

By: 

Louis Michael Anzek, Member

By: 

Steve Sudbury, Member

### **Table of Schedules**

Schedule 1(a)	FCC Authorizations
Schedule 1(b)	Tangible Personal Property and Intangible Property
Schedule 1(c)	Assumed Obligations
Schedule 1(d)	Excluded Assets
Schedule 3	Obligations for Certain Expenses
Schedule 15(e)	Provision as to Tower/transmitter/antenna Site Lease



**Schedule 1(a)**

**FCC Authorizations**

The FCC Authorizations include the Stations' FCC licenses (attached) as well as any other FCC construction permits, other authorizations or licenses issued by the FCC.

**Renewal of License Authorization**

This is to notify you that your Application  
for Renewal of License 0000105061, was  
granted on 03/12/2020 for a term expiring on  
04/01/2028.

This is your License Renewal Authorization for station WKZD

Facility ID: 290

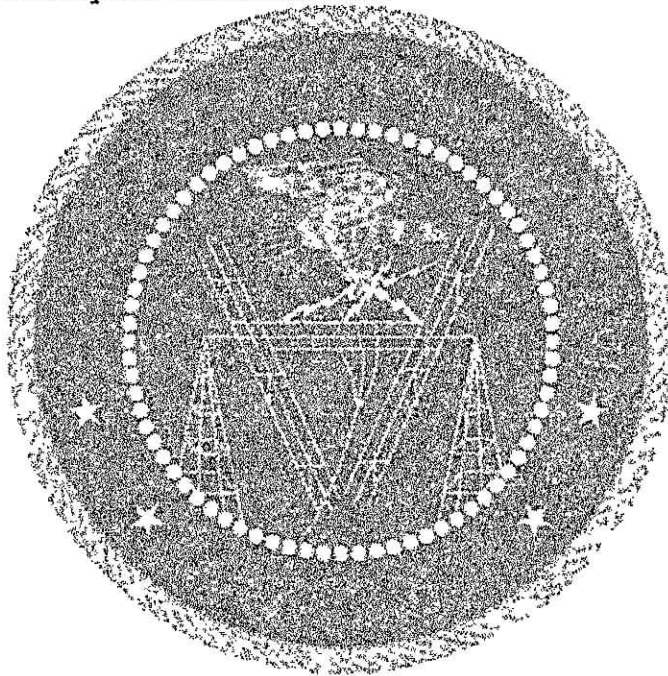
Location: PRICEVILLE,AL

SOMERVILLE BAPTIST CHURCH

41 MAIN STREET

SOMERVILLE, AL 35670

This Authorization must be uploaded to it's online public inspection file with the station's  
License Certificate and any subsequent modifications.





United States of America  
FEDERAL COMMUNICATIONS COMMISSION  
AM BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

SOMERVILLE BAPTIST CHURCH  
41 MAIN STREET  
SOMERVILLE AL 35670

Nazifa\_Sawez  
Assistant Chief  
Audio Division  
Media Bureau

Facility Id: 290

Call Sign: WKZD

License File Number: BML-20200602AAM

Grant Date: February 23, 2021

This license expires 3:00 a.m.  
local time, April 01, 2020.

This license modifies license no.: BL-20111110AKV to change from  
commercial to noncommercial status.

Subject to the provisions of the Communications Act of 1934, subsequent  
acts and treaties, and all regulations heretofore or hereafter made by  
this Commission, and further subject to the conditions set forth in this  
license, the licensee is hereby authorized to use and operate the radio  
transmitting apparatus herein described.

This license is issued on the licensee's representation that the  
statements contained in licensee's application are true and that the  
undertakings therein contained so far as they are consistent herewith,  
will be carried out in good faith. The licensee shall, during the term of  
this license, render such broadcasting service as will serve the public  
interest, convenience, or necessity to the full extent of the privileges  
herein conferred.

This license shall not vest in the licensee any right to operate the  
station nor any right in the use of the frequency designated in the  
license beyond the term hereof, nor in any other manner than authorized  
herein. Neither the license nor the right granted hereunder shall be  
assigned or otherwise transferred in violation of the Communications Act  
of 1934. This license is subject to the right of use or control by the  
Government of the United States conferred by Section 606 of the  
Communications Act of 1934.

Hours of Operation: Daytime with Secondary nighttime

Average hours of sunrise and sunset:  
Local Standard Time (Non-Advanced)

Jan.	7:00 AM	5:00 PM	Jul.	4:45 AM	7:00 PM
Feb.	6:30 AM	5:30 PM	Aug.	5:00 AM	6:30 PM
Mar.	6:00 AM	6:00 PM	Sep.	5:30 AM	6:00 PM
Apr.	5:15 AM	6:15 PM	Oct.	5:45 AM	5:15 PM
May	4:45 AM	6:45 PM	Nov.	6:15 AM	4:45 PM
Jun.	4:30 AM	7:00 PM	Dec.	6:45 AM	4:45 PM

Name of Licensee: SOMERVILLE BAPTIST CHURCH

Station Location: SOMERVILLE, AL

Frequency (kHz): 1310

Station Class: D

## Antenna Coordinates:

## Day

Latitude: N 34 Deg 32 Min 25 Sec

Longitude: W 86 Deg 54 Min 15 Sec

## Night

Latitude: N 34 Deg 32 Min 25 Sec

Longitude: W 86 Deg 54 Min 15 Sec

Transmitter(s): Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Nominal Power (kW): Day: 1.0 Night: 0.033

Antenna Input Power (kW): Day: 1.0 Night: 0.033

Antenna Mode: Day: ND Night: ND

(DA=Directional Antenna, ND=Non-directional Antenna; CH=Critical Hours)

Current (amperes): Day: 4.47 Night: 0.81

Resistance (ohms): Day: 50 Night: 50

## Non-Directional Antenna: Day

Radiator Height: 57.2 meters; 90 deg

Theoretical Efficiency: 305.78 mV/m/kw at 1km

## Non-Directional Antenna: Night

Radiator Height: 57.2 meters; 90 deg

Theoretical Efficiency: 305.78 mV/m/kw at 1km

## Antenna Registration Number(s):

## Day:

Tower No.	ASRN	
1	None	58.2

## Night:

Tower No.	ASRN	
1	None	58.2

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.
- 2 Ground system consists of 120 equally spaced, buried, copper radials about the base of the tower, each 57.93 meters in length plus a copper ground screen 7.32 meters square.
- 3 The antenna shall be excited with a symmetrical folded unipole feed utilizing a minimum of three folds. Slant wire feed is not permitted

\*\*\* END OF AUTHORIZATION \*\*\*

**Renewal of License Authorization**

This is to notify you that your Application  
for Renewal of License 0000105062, was  
granted on 03/12/2020 for a term expiring on  
04/01/2028.

This is your License Renewal Authorization for station W285EN

Facility ID: 24898

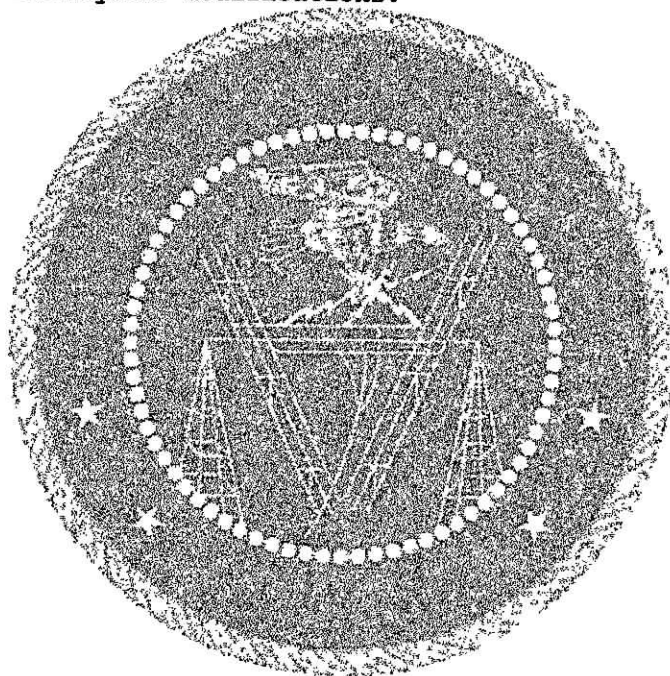
Location: PRICEVILLE,AL

SOMERVILLE BAPTIST CHURCH

41 MAIN STREET

SOMERVILLE, AL 35670

This Authorization must be uploaded to it's online public inspection file with the station's  
License Certificate and any subsequent modifications.







United States of America  
**FEDERAL COMMUNICATIONS COMMISSION**  
**FM BROADCAST TRANSLATOR/BOOSTER**  
**STATION LICENSE**

Authorizing Official:

Official Mailing Address:

SOMERVILLE BAPTIST CHURCH  
41 MAIN STREET  
SOMERVILLE AL 35670

Penelope A. Dade  
Supervisory Analyst  
Audio Division  
Media Bureau

Facility Id: 24898

Call Sign: W285EN

License File Number: BLFT-20111109AQK

Grant Date: October 10, 2012

This license expires 3:00 a.m.  
local time, April 01, 2020.

This license covers permit no.: BPFT-20101013ABL

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Name of Licensee: SOMERVILLE BAPTIST CHURCH

Principal community to be served: AL-PRICEVILLE

Primary Station: WKZD (AM) , Frequency 1310 kHz, SOMERVILLE, AL

Via: Other

Frequency (MHz): 104.9

Channel: 285

Hours of Operation: Unlimited

Antenna Coordinates: North Latitude: 34 deg 32 min 25 sec

West Longitude: 86 deg 54 min 15 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission's Rules.

Transmitter output power: 0.656 kW

Antenna type: (directional or non-directional): Non-Directional

Description: SHI 6812 B

Major lobe directions (degrees true): Not Applicable

	Horizontally Polarized Antenna:	Vertically Polarized Antenna:
Effective radiated power in the Horizontal Plane (kw):	0.25	0.25
Height of radiation center above ground (Meters):	55	55
Height of radiation center above mean sea level (Meters):	232	232

Antenna structure registration number: Not Required

Overall height of antenna structure above ground: 58 Meters

Obstruction marking and lighting specifications for antenna structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

None Required

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

\*\*\* END OF AUTHORIZATION \*\*\*

**Schedule 1(b)**

**Tangible Personal Property and Intangible Property**

A list of equipment, and other Tangible Personal Property referenced in Section 1 are attached hereto and a list of additional items, if any, will be provided to the Buyer at least 10 days prior to Closing. The Intangible Property includes the call signs WKZD(AM) & W285EN, as issued by the FCC and subject to its rules and policies.

**Antennas:**

Tower is 187 Ft

It has 3 main guywires – It also has underground radials

AM Antenna: Non-directional Folded dipole

FM Antenna: Non-directional Single Bay

**Transmitters:**

AM Transmitter: Nautel 1KW

FM Transmitter: Bext XL1000

**Processors:**

AM: OMNIA 3AM

FM: Inovonics

**Miscellaneous Equipment:**

Sage ENDIC

TFT EAS930A Decoder

NWS Receiver

Channel Master TV Receiver

Sage transmitter control – RP-8

Fortinet firewall

HP 48 port switch

**Schedule 1 (c)**

**Assumed Obligations**

Agreements or contracts are to be assumed by Buyer, if any, are listed below.

NONE

**Schedule 1(d)**

**Excluded Assets**

The Assets shall not include: (i) Seller's lease for the tower/transmitter/antenna site with Ted and Ann Grantland (Grantland Family Limited Partnership) lessors. As provided in this Agreement, Buyer will enter into a new lease for use of the site; (ii) the studio building used with the Stations and related property; (iii) assets not connected in any way with the ownership or operation of the Stations or the Assets, (iv) any rights and obligations of Seller not specifically assumed by Buyer; and (v) any other assets not specifically set forth in Schedule 1(b).



### *Schedule 3*

#### *Obligations for Certain Expenses*

The parties agree that as a part of the Purchase Price the Buyer will pay any FCC filing fees required for the application to the FCC for assignment of the FCC Authorizations to the Buyer, and Seller's out-of-pocket expenses associated with the sale of the Stations to Buyer in an amount to be mutually agreed between the Parties not to exceed Five Thousand Dollars (\$5,000). At its election, Buyer may treat the foregoing payment as a charitable donation to the Seller. Each party shall otherwise be solely responsible for all of its costs and expenses incurred in connection with this Agreement and the applications and documents associated with the Agreement.

**SCHEDULE 15(e)**

**TOWER/TRANSMITTER/ANTENNA SITE LEASE**

The Buyer has negotiated a new lease for use of the tower/transmitter/antenna site with, Ted Grantland and Jo Ann Grantland (Grantland Family Limited Partnership), the owner of the site. The new lease will replace the current lease of Seller with Ted Grantland and Jo Ann Grantland, (Grantland Family Limited Partnership) who are the current lessors under a lease of the site to the Seller.