

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “**Agreement**”) is dated as of July 13, 2021, by and among **Landover 2, LLC**, a Delaware limited liability company (“**Landover**”); **CTB Spectrum Services Two, LLC**, a Delaware limited liability company (“**CTB**”) (Landover and CTB collectively referred to herein as “**Seller**”); and **Lowcountry 34 Media LLC**, a South Carolina limited liability company (“**Buyer**”).

RECITALS

WHEREAS, Seller holds the unbuilt construction permits (collectively, the “**FCC Permits**,” and each an “**FCC Permit**”) issued by the United States Federal Communications Commission (the “**FCC**”) to Seller to construct the low power television stations (the “**Stations**”) set forth in **Schedule 1.1** to this Agreement (collectively, the “**Stations**”); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the FCC Permits for the price and on the terms and conditions set forth in this Agreement.

AGREEMENTS

NOW THEREFORE, in consideration of the above recitals, the following covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller, intending to be legally bound, agree as follows:

SECTION 1. PURCHASE AND SALE; PRICE AND ASSUMPTION

1.1 Agreement to Sell and Buy. Subject to the terms and conditions set forth in this Agreement, upon the consummation of the purchase and sale (the “**Closing**”), Seller shall sell, transfer, assign, and deliver to Buyer on the date of the Closing (the “**Closing Date**”), and Buyer shall purchase and acquire from Seller, free and clear of all liabilities, debts, liens, and encumbrances of any nature, all of Seller’s right, title, and interest in and to the FCC Permits and any associated call letters and any books and records that relate solely to the FCC Permits.

1.2 Purchase Price and Other Consideration. The purchase price for the FCC Permits shall be **One Hundred Dollars (\$100.00)** (the “**Purchase Price**”). In addition, the Parties shall share in the proceeds of future sale(s) or revenues from operation of the FCC Permits.

1.3 Assumption. As of the Closing Date, Buyer shall assume and undertake to pay, discharge, and perform the obligations and liabilities of Seller under the FCC Permits insofar as they relate to the time on and after the Closing Date. Buyer shall not assume any other obligations or liabilities of Seller or the Stations, and Seller shall remain liable for and pay and discharge such other obligations or liabilities.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

2.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of Seller. This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as the enforceability of this Agreement may be affected or limited by bankruptcy, insolvency, or similar laws affecting or limiting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

2.2 No Conflicts. Subject to obtaining the FCC Consent, the execution, delivery, and performance by Seller of this Agreement will not conflict with: (i) any law, judgment, order, or ruling of any court or governmental authority applicable to Seller; or (ii) the terms of any agreement, instrument, license, or permit to which Seller is a party or by which Seller may be bound. There is no claim, legal action, or other legal, administrative, or tax proceeding, nor any order, decree, or judgment, in progress or pending, or to Seller's knowledge, threatened, against or relating to the Stations or Seller with respect to the Stations.

2.3 FCC Permits. Schedule 1.1 of this Agreement contains a list of the FCC Permits. Each FCC Permit is in full force and effect. The FCC Permits are scheduled to expire on July 13, 2021.

2.4 Brokers. Seller has not engaged any agent, broker, or other person acting pursuant to Seller's authority which is or may be entitled to a commission or broker or finder's fee in connection with the transaction contemplated by this Agreement or otherwise with respect to the sale of the FCC Permits to Buyer.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

3.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary actions on the part of Buyer. This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

3.2 No Conflicts. Subject to obtaining the FCC Consent, the execution, delivery, and performance by Buyer of this Agreement will not require the consent or approval of any governmental or regulatory authority or third party and will not conflict with: (i) any law, judgment, order, or ruling of any court or governmental authority applicable to Buyer; or (ii) the terms of any agreement, instrument, license, or permit to which Buyer is a party or by which Buyer may be bound.

3.3 FCC Qualifications. Buyer is, and as of the Closing will be, legally, financially, and otherwise qualified under FCC rules, regulations, and policies to acquire, hold and be the licensee of the FCC Permits.

3.4 Brokers. Buyer has engaged and will compensate Greg Guy of Patrick Communications separately from this agreement.

SECTION 4. COVENANTS PRIOR TO CLOSING

From the date hereof until the Closing:

4.1 Modification Application. Upon Buyer's written request, subject to Seller's consent not to be unreasonably withheld, Seller shall promptly provide Buyer with written consent to or otherwise reasonably cooperate with Buyer's submission, at Buyer's sole cost, of application(s) to the FCC for modification of the FCC Permits.

4.2 Extensions. Seller has timely filed with the FCC requests for extensions (collectively, the “**Construction Permit Extensions**”) of each of the FCC Permits in accordance with the provisions set forth in FCC Public Notices DA 17-44 (May 12, 2017) and 21-260 (March 4, 2021), and has and will in the future cooperate with Buyer to submit such amendments to the Construction Permit Extensions as are reasonably necessary to ensure the continued viability of the Construction Permits.

4.3 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 used or disclosed except as reasonably necessary for purposes of consummating the transaction contemplated by this Agreement.

4.4 Control. Consistent with the Communications Act of 1934, as amended and the FCC rules and regulations, control, supervision, and direction of the Stations prior to Closing shall remain the responsibility of Seller as the holder of the FCC Permits, and Buyer shall not, directly or indirectly, control, supervise, or direct the Stations prior to Closing.

SECTION 5. FCC CONSENT

5.1 Application(s). The assignment of the FCC Permits from Seller to Buyer shall be subject to the prior initial grant of FCC consent (the “**FCC Consent**”). Seller and Buyer shall prepare and file one or more applications for the FCC Consent (the “**Assignment Application(s)**”) within three (3) business days following execution of this Agreement by Buyer and Seller. The parties shall prosecute the Assignment Application(s) with all reasonable diligence and otherwise use their reasonable efforts to obtain a grant of the Assignment Application(s) as expeditiously as practicable. Seller and Buyer shall each pay one-half (½) of the filing fee required for the Assignment Application(s). If the Closing does not occur within the effective period of the FCC Consent, and neither party shall have terminated this Agreement under **Section 8**, the parties shall jointly request an extension of the effective period of the FCC Consent. Buyer and Seller each shall oppose any petitions to deny or other objections filed against the Assignment Application(s) to the extent such petition or objection relates to such party. No extension of the FCC Consent shall limit the exercise by either party of its rights under **Section 8**.

SECTION 6. CONDITIONS TO OBLIGATIONS OF BUYER AND SELLER AT CLOSING

6.1 Conditions to Obligations of Buyer. Unless waived by Buyer in writing, all obligations of Buyer at the Closing are subject to the fulfillment by Seller prior to or on the Closing Date of each of the following conditions:

(a) **Representations and Warranties.** All representations and warranties of Seller contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) **Covenants and Conditions.** Seller shall have performed and complied with in all material respects all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Seller prior to or on the Closing Date.

(c) **Assignment Application(s).** The FCC Consent shall have been granted and be in full force and effect with respect to the Assignment Application(s) without the imposition on Buyer of any material conditions.

(d) **Deliveries.** Seller shall stand ready to deliver to Buyer on the Closing Date duly executed assignment agreements pursuant to which Seller shall convey to Buyer the FCC Permits in accordance with the terms of this Agreement and such other certificates and similar documents requested by Buyer that are reasonably required to evidence and confirm Seller’s performance of its obligations under, and the sale of the FCC Permits in accordance with, this Agreement.

(e) **No Order.** There shall be no order, decree, or judgment of any court, arbitrator, agency, or governmental authority that enjoins the sale of the FCC Permits to Buyer.

(f) **Construction Permit Extensions.** The FCC shall have granted the Construction Permit Extensions resulting in deadline for construction for each of the FCC Permits being extended.

6.2 Conditions to Obligations of Seller. Unless waived in writing by Seller, all obligations of Seller at the Closing are subject to the fulfillment by Buyer prior to or on the Closing Date of each of the following conditions:

(a) **Representations and Warranties.** All representations and warranties of Buyer contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) **Covenants and Conditions.** Buyer shall have performed and complied with in all material respects all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Buyer prior to or on the Closing Date.

(c) **Assignment Application(s).** The FCC Consent to the Assignment Application(s) shall have been granted without the imposition on Seller of any material conditions.

(d) **Deliveries.** Buyer shall pay the balance of the Purchase Price to Seller at Closing, and Buyer shall stand ready to deliver to Seller on the Closing Date a duly executed assumption agreement pursuant to which Buyer shall assume the obligations described in **Section 1.3** and such other certificates and similar documents requested by Seller that are reasonably required to evidence and confirm Buyer's performance of its obligations under this Agreement.

(e) **No Order.** There shall be no order, decree, or judgment of any court, arbitrator, agency, or governmental authority that enjoins the sale of the FCC Permits to Buyer.

SECTION 7. CLOSING

Subject to the satisfaction or waiver of the conditions of Closing set forth in **Sections 6.1** and **6.2**, the Closing shall take place on a mutually agreeable date not later than five (5) business days after the FCC Consent is granted. The Closing shall be held by the execution and delivery of the documents contemplated hereby by mail or electronic transmission in PDF format.

SECTION 8. TERMINATION

8.1 Termination by Seller. This Agreement may be terminated by Seller prior to Closing and the purchase and sale of the FCC Permits abandoned, upon written notice to Buyer, upon the occurrence of any of the following:

(a) **Judgments.** If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Seller that would prevent or make unlawful the Closing.

(b) **Conditions.** If, on the date that would otherwise be the Closing Date, Seller is not in material breach of any of its representations, warranties, or covenants hereunder and any of the conditions precedent to the obligations of Seller set forth in this Agreement have not been satisfied by Buyer or waived in writing by Seller.

(c) **Breach.** Without limiting Seller's rights under any other clause hereof, if Seller is not in material breach of any of its representations, warranties, or covenants hereunder and Buyer has failed to cure any material breach of any of its representations, warranties, or covenants under this Agreement within ten (10) days after Buyer has received written notice of such breach from Seller.

(d) **Upset Date.** If the Closing shall not have occurred by January 4, 2022 (the “**Upset Date**”).

8.2 **Termination by Buyer.** This Agreement may be terminated by Buyer prior to Closing and the purchase and sale of the FCC Permits abandoned, upon written notice to Seller, upon the occurrence of any of the following:

(a) **Judgments.** If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Buyer, that would prevent or make unlawful the Closing.

(b) **Conditions.** If, on the date that would otherwise be the Closing Date, Buyer is not in material breach of any of its representations, warranties, or covenants hereunder and any of the conditions precedent to the obligations of Buyer set forth in this Agreement have not been satisfied by Seller or waived in writing by Buyer.

(c) **Breach.** Without limiting Buyer’s rights under any other clause hereof, if Buyer is not in material breach of any of its representations, warranties, or covenants hereunder and Seller has failed to cure any material breach of any of its representations, warranties, or covenants under this Agreement within ten (10) days after Seller has received written notice of such breach from Buyer.

(d) **Upset Date.** If the Closing shall not have occurred by the Upset Date.

(e) **FCC Permit Termination.** If one or more of the FCC Permits terminate or expire prior to Closing.

8.3 **Rights on Termination.** If this Agreement is terminated pursuant to **Sections 8.1** or **8.2**, except in the event of a termination for material breach, the parties hereto shall not have any further liability to each other with respect to the purchase and sale of the FCC Permits. Notwithstanding anything to the contrary herein, in no event shall either party be permitted to terminate this Agreement after the Closing. The termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything to the contrary herein, **Section 4.3** (Confidentiality) and **Section 9.2** (Fees and Expenses) shall survive any termination of this Agreement.

8.4 **Specific Performance.** If Seller breaches this Agreement, monetary damages would not be adequate to compensate Buyer for its injury. Buyer shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the terms of this Agreement. If such action is brought to enforce this Agreement, the Seller shall waive the defense that there is an adequate remedy at law.

SECTION 9. MISCELLANEOUS.

9.1 **Representations and Warranties.** All representations and warranties in this Agreement shall be continuing representations and warranties and shall survive the Closing for a period of one (1) year, and any claim for a breach of a representation or warranty must be brought prior to the expiration of such one-year period. The covenants and agreements in this Agreement to be performed after the Closing shall survive the Closing until fully performed.

9.2 **Fees and Expenses.** Buyer, on one hand, and Seller, on the other hand, shall each pay one-half (½) of any FCC fees arising in connection with the conveyance of the FCC Permits by Seller to Buyer pursuant to this Agreement. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution, and performance of this Agreement, including all fees and expenses of counsel, accountants, agents, and representatives, and each party shall be responsible for all fees or commissions payable to any finder, broker, advisor, or similar person retained by or on behalf of such party.

9.3 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial overnight delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the overnight delivery service or on the return receipt, and (d) addressed as follows:

If to Seller, to:

CTB Spectrum Services Two, LLC
7829 Central Blvd SE, No. 190
Snoqualmie, WA 98065
Attention: Vernon Fotheringham
Email: vf@vern-sat.com

Landover 2, LLC
20 West 22nd Street, Suite 1409
New York, NY 10010
Attention: Laurence Zimmerman
Email: lsz@landoverllc.com

With copies (which will not constitute notice) to:

Shainis & Peltzman, Chartered
1850 M Street NW, Suite 240
Washington, DC 20036
Attention: Aaron P. Shainis, Esq.
Email: aaron@s-plaw.com

If to the Buyer, to:

Lowcountry 34 Media LLC
14 Tuxedo Drive
Beaufort, SC 29907
Attention: Jeff Winemiller
Email: Jeff@Winemiller.com

With a copy (which shall not constitute notice) to:

Baker & Hostetler LLP
1050 Connecticut Avenue, NW, Suite 1100
Washington, DC 20036
Attention: Davina Sashkin, Esq.
Email: dsashkin@bakerlaw.com

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this **Section 9.3.**

9.4 Entire Agreement; Amendment. This Agreement, the schedules hereto and all documents and certificates to be delivered pursuant hereto collectively represent the entire understanding and agreement between Buyer and Seller with respect to the subject matter hereof. This Agreement may be modified only by an agreement in writing executed by the parties. No waiver of compliance with any provision of this Agreement shall be effective unless evidenced by an instrument evidenced in writing and signed by the party consenting to such waiver.

9.5 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or electronic transmission in PDF format) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when each party hereto shall have delivered to it this Agreement duly executed by the other party hereto.

9.6 Governing Law; Venue. This Agreement shall be construed in a manner consistent with federal law and otherwise under and in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law. The parties unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the U.S. federal and state courts of competent jurisdiction located within the State of New York and any appellate court from any such court, for the resolution of any such claim or dispute.

9.7 Benefit and Binding Effect; Assignability. This Agreement shall inure to the benefit of and be binding upon Seller, Buyer and their respective heirs, successors, and permitted assigns. Neither Buyer nor Seller may assign this Agreement without the prior written consent of the other.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Asset Purchase Agreement as of the day and year first above written.

CTB SPECTRUM SERVICES TWO, LLC

By: _____
Name: Vernon Fotheringham
Title: Managing Member

LANDOVER 2, LLC

By: _____
Name: Laurence Zimmerman
Title: Managing Member

LOWCOUNTRY 34 MEDIA LLC

A handwritten signature in black ink, appearing to read "Jeffrey Winemiller", written over a horizontal line.

By: _____
Name: Jeffrey Winemiller
Title: Manager


SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Asset Purchase Agreement as of the day and year first above written.

CTB SPECTRUM SERVICES TWO, LLC

By: 
Name: Vernon Fotheringham
Title: Managing Member

LANDOVER 2, LLC

By: 
Name: Laurence Zimmerman
Title: Managing Member

LOWCOUNTRY 34 MEDIA LLC

By: _____
Name: Jeffrey Winemiller
Title: Manager

SCHEDULE 1.1 – FCC Permits

<u>Licensee</u>	<u>Call Sign</u>	<u>Community of License</u>	<u>State</u>	<u>Facility ID No.</u>	<u>CP Extension Request File No.</u>
Landover 2, LLC	K38NZ-D	Muldrow	OK	186268	0000135788
Landover 2, LLC	K39LI-D	Clarksville	AR	185934	0000135856
Landover 2, LLC	K39LQ-D	Fort Riley	KS	186334	0000135869
Landover 2, LLC	K39LX-D	Sauk Centre	MN	186019	0000135871
CTB Spectrum Services Two, LLC	K39LF-D	Tyler	TX	185722	0000136367
Landover 2, LLC	K40NK-D	Bismarck	ND	187451	0000135933
Landover 2, LLC	K40NN-D	Galena	KS	186690	0000135935
Landover 2, LLC	W40DO-D	Midland City	AL	186486	0000135943
CTB Spectrum Services Two, LLC	K41MC-D	Coahoma	TX	185303	0000136374
Landover 2, LLC	K41MH-D	Mullan	ID	185953	0000135945
Landover 2, LLC	K41MI-D	El Dorado	AR	186225	0000135946
CTB Spectrum Services Two, LLC	K41NT-D	Ranger	TX	185228	0000136375
Landover 2, LLC	W42EG-D	Lenox	GA	186165	0000136009
Landover 2, LLC	K42KT-D	Billings	MT	185981	0000135984
Landover 2, LLC	K42LA-D	Lordsburg	NM	185922	0000135986
Landover 2, LLC	K42LD-D	Mulberry	AR	185930	0000135987
Landover 2, LLC	W43DJ-D	Merrill	WI	186323	0000136039
Landover 2, LLC	K43OD-D	Brainerd	MN	187445	0000136022
Landover 2, LLC	K43OG-D	Wolf Creek	MT	187525	0000136024
Landover 2, LLC	K44KW-D	Plains	MT	185958	0000136047
Landover 2, LLC	W44DJ-D	Jasper	FL	186188	0000136072
CTB Spectrum Services Two, LLC	K44KY-D	Westbrook	TX	185290	0000136392
Landover 2, LLC	K44LI-D	Lordsburg	NM	185923	0000136052
Landover 2, LLC	K44MD-D	Parker	AZ	186804	0000136066
Landover 2, LLC	K45MQ-D	Hewitt	MN	186033	0000136084
Landover 2, LLC	K45MW-D	Sentinel	AZ	185857	0000136097
Landover 2, LLC	W46FC-D	Midland City	AL	186487	0000136126
Landover 2, LLC	K46MR-D	El Dorado	AR	186227	0000136122
Landover 2, LLC	K47NK-D	Wordon	MT	186177	0000136143
Landover 2, LLC	K47OF-D	Oakland	MN	186457	0000136150
Landover 2, LLC	K47OK-D	Russell	KS	186908	0000136155
Landover 2, LLC	K48OA-D	Dell	MT	187499	0000136184
CTB Spectrum Services Two, LLC	W49EI-D	Elmhurst	MI	184930	0000136417
Landover 2, LLC	K49LW-D	Vian	OK	185928	0000136202
Landover 2, LLC	K49MA-D	Saint Xavier	MT	186046	0000136205

<u>Licensee</u>	<u>Call Sign</u>	<u>Community of License</u>	<u>State</u>	<u>Facility ID No.</u>	<u>CP Extension Request File No.</u>
Landover 2, LLC	K49MP-D	Lakeport	CA	187446	0000136209
Landover 2, LLC	K49MV-D	Wendover	NV	186615	0000136212
CTB Spectrum Services Two, LLC	K50MG-D	Tahoka	TX	185386	0000136419
Landover 2, LLC	K50NG-D	Casper	WY	186216	0000136274
CTB Spectrum Services Two LLC	W19DO-D	Augusta	GA	185708	0000136534
CTB Spectrum Services Two LLC	W22DY-D	Myrtle Beach	SC	185603	0000136544
CTB Spectrum Services Two LLC	W31DR-D	Wilmington	NC	185718	0000136596
CTB Spectrum Services Two LLC	K38MX-D	Santa Maria	CA	185683	0000136360
CTB Spectrum Services Two LLC	K39LG-D	San Luis Obispo	CA	185725	0000136368
CTB Spectrum Services Two LLC	K39LY-D	Santa Maria	CA	185682	0000136370
CTB Spectrum Services Two LLC	W39DK-D	Iowa	LA	185546	0000136371
CTB Spectrum Services Two LLC	W41DY-D	Myrtle Beach	SC	185604	0000136376
CTB Spectrum Services Two LLC	W42ED-D	Myrtle Beach	SC	185605	0000136383
CTB Spectrum Services Two LLC	W43DF-D	Macon	GA	185793	0000136389
CTB Spectrum Services Two LLC	W44DF-D	Augusta	GA	185709	0000136394
CTB Spectrum Services Two LLC	K47NX-D	Monterey	CA	185788	0000136403
CTB Spectrum Services Two LLC	W47EB-D	Columbus	GA	185777	0000136404
CTB Spectrum Services Two LLC	K48MX-D	Monterey	CA	185730	0000136406
CTB Spectrum Services Two LLC	W49DT-D	Augusta	GA	185710	0000136409
CTB Spectrum Services Two LLC	W49DQ-D	Sulphur	LA	185554	0000136413
CTB Spectrum Services Two LLC	W50EP-D	Augusta	GA	185711	0000136423
Landover 2, LLC	K20LO-D	Deming	NM	185924	0000136769
Landover 2, LLC	W22ER-D	Valdosta	GA	186180	0000136956
Landover 2, LLC	K26MG-D	Wells	MN	186447	0000137072
Landover 2, LLC	K26MR-D	Hatch	NM	186704	0000137083
Landover 2, LLC	W29ED-D	Ashburn	GA	186158	0000137178
Landover 2, LLC	W31DS-D	Ashburn	GA	186159	0000137328
Landover 2, LLC	W31DW-D	Fairfield	ME	186110	0000137329
Landover 2, LLC	W34EJ-D	Cordele	GA	186152	0000137785
Landover 2, LLC	K38NY-D	Lordsburg	NM	185921	0000135787
Landover 2, LLC	W38FA-D	Cordele	GA	186153	0000135844
Landover 2, LLC	K39ME-D	Gustine	CA	186671	0000135874
Landover 2, LLC	K40MZ-D	Golden Valley	AZ	186640	0000135889
Landover 2, LLC	K40NJ-D	Centerville	WA	186693	0000135892
Landover 2, LLC	K41MO-D	Lake Havasu	AZ	186627	0000135951
Landover 2, LLC	K41NL-D	Gustine	CA	186672	0000135960
Landover 2, LLC	K41NN-D	Fort Riley	KS	186335	0000135962

<u>Licensee</u>	<u>Call Sign</u>	<u>Community of License</u>	<u>State</u>	<u>Facility ID No.</u>	<u>CP Extension Request File No.</u>
Landover 2, LLC	K41NR-D	Ogden	KS	186920	0000135966
Landover 2, LLC	K42LA-D	Lordsburg	NM	185922	0000135986
Landover 2, LLC	K42LI-D	Dubois	ID	187492	0000135988
Landover 2, LLC	W42EG-D	Lenox	GA	186165	0000136009
Landover 2, LLC	K44LI-D	Lordsburg	NM	185923	0000136052
Landover 2, LLC	K45MP-D	Golden Valley	AZ	186641	0000136090
Landover 2, LLC	K45MQ-D	Gustine	CA	186673	0000136091
Landover 2, LLC	K45MR-D	Centerville	WA	186694	0000136092
Landover 2, LLC	K45MS-D	Goodland	KS	186881	0000136093
Landover 2, LLC	K45MT-D	Bellingham	WA	187633	0000136094
Landover 2, LLC	W45DW-D	Adel	GA	186168	0000136101
Landover 2, LLC	K46MJ-D	Gateway	CO	186350	0000136117
Landover 2, LLC	W46EX-D	Cordele	GA	186155	0000136125
Landover 2, LLC	W47EC-D	Lenox	GA	186166	0000136162
Landover 2, LLC	W47ED-D	Jennings	FL	186183	0000136163
Landover 2, LLC	K48NR-D	Deming	NM	185949	0000136182
Landover 2, LLC	W48EJ-D	Montrose	GA	186371	0000136201
Landover 2, LLC	K49MZ-D	Centerville	WA	186695	0000136229
Landover 2, LLC	K49NC-D	Socorro	NM	186719	0000136238
Landover 2, LLC	W49DV-D	Jennings	FL	186184	0000136241
Landover 2, LLC	W49EC-D	Orono	ME	186274	0000136248
Landover 2, LLC	K50NB-D	Wells	MN	186449	0000136268
Landover 2, LLC	K50NJ-D	Rushmore	MN	186403	0000136276
Landover 2, LLC	K50NK-D	Parker	AZ	186800	0000136277
Landover 2, LLC	W50EU-D	Merrill	WI	186325	0000136280
Landover 2, LLC	K20LA-D	Missoula	MT	185961	0000136767
Landover 2, LLC	K21MG-D	Dillon	MT	187502	0000136809
Landover 2, LLC	K22KN-D	Bozeman	MT	186144	0000136884
Landover 2, LLC	K39MG-D	Goodland	KS	186879	0000135876
Landover 2, LLC	K41NM-D	Spring Creek	NV	186603	0000135961
Landover 2, LLC	K43NI-D	Deer Lodge	MT	186043	0000136017
Landover 2, LLC	K44LZ-D	Bakersfield	CA	186657	0000136063
Landover 2, LLC	K48NB-D	Horace	ND	185887	0000136176
Landover 2, LLC	K49MO-D	Valley City	ND	186074	0000136208
Landover 2, LLC	K50MJ-D	Drummond	MT	186041	0000136253
Landover 2, LLC	K50MK-D	Columbus	MT	185978	0000136254