

ASSET PURCHASE AGREEMENT

THIS AGREEMENT, dated as of the 22nd day of February, 2024, by and between SIGA Broadcasting Corporation, a Texas corporation ("SIGA" or "Seller"); and La Promesa Foundation, a Texas non-profit corporation ("Buyer"):

WHEREAS, SIGA is the licensee and operator of both AM Broadcast Station KHFX, 1140 kHz, Cleburne, Texas, FCC Facility ID #65313 (the "Station") and FM Translator Station K268DQ, 101.5 MHz, Cleburne, Texas, FCC Facility ID #202468 (the "Translator"), which is authorized to rebroadcast the Station and is the owner of all property used, useful and associated with the Station and the Translator,, including all government authorizations, real estate and tangible and intangible personal property;

WHEREAS, the Seller desires to sell and the Buyer desires to purchase the assets, authorizations and goodwill of the Station and the Translator in order to serve the public interest, convenience and necessity; and

WHEREAS, the grant by the Federal Communications Commission ("Commission" or "FCC") of an application on FCC Form 314 for Commission consent to the assignment of license/permit for the Station and the Translator (which application will contain this Agreement in part), is an express condition precedent to the obligation of the Buyer to consummate this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assets to Be Sold**. In consideration for the payments and other good and valuable consideration stated in the paragraphs below, and upon the terms and conditions set forth herein, on the Closing Date, Seller shall sell, assign, transfer, convey and deliver to Buyer free and clear of all liens, claims, encumbrances, security interests, charges and restrictions, except as specifically stated in Paragraphs 3 and 4 below, all of the assets described as follows (hereinafter "the Sale Assets"):

a. The license for Station KHFX as issued by the FCC in File Nos. BL-20080102ACU, granted April 21, 2008, as most recently renewed on July 22, 2021 in File No. 0000141028 for an eight year term to expire August 1, 2029, together with the license

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for Station K268DQ as issued by the FCC on September 15, 2021 in File No. 0000148912 for a term to expire on August 1, 2029. True copies of both Licenses are attached hereto as Schedule A and are incorporated by reference herein.

b. The transmitters for both the Station and the Translator as well as the Station's four tower directional antenna system, AM ground system, phasing equipment, transmission line and cables, related RF transmission equipment and cables, the Translator's antenna and transmission line, and all other broadcasting equipment, furniture and fixtures used and/or useful in the operation of the Station, including but not limited to those items listed on Schedule B which is attached hereto and incorporated by reference herein.

c. The real estate upon which the KHFX and K268DQ transmitter sites are located, which include the NAD27 coordinates 32° 16' 54" North Latitude by 97° 24' 44" West Longitude, 3416 County Road 1111 (S. Nolan River Road), Cleburne, Johnson County, Texas, 35.6260 acres, more or less, in fee simple absolute, as further described on Schedule C which is attached hereto and incorporated herein by reference.

d. All records pertaining to the Station and the Translator in the possession of Seller, including the Station's 47 C.F.R. §73.3526 "Public File".

e. The call letters "KHFX" and "K268DQ" and any goodwill.

2. **Consideration.** As the total consideration for Seller's sale to Buyer of all of the Sale Assets listed in the preceding Paragraph, Buyer shall pay to Seller on the Closing Date as defined below a purchase price of ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00), in lawful federal funds of the United States of America, payable as follows:

a. Buyer has as of the date hereof delivered a business check in the amount of FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) (the "Deposit") to the order of Beth Griffin of Griffin Media Brokers, LLC, as Escrow Agent for this transaction, to hold in escrow according to an Escrow Agreement among Seller, Buyer and Escrow Agent (attached hereto as Schedule D); and on the Closing Date pursuant to instructions executed by both Seller and buyer Escrow Agent will remit said Deposit to Seller; and

b. Buyer will remit to Seller the remaining ONE MILLION FORTY-FIVE THOUSAND DOLLARS (\$1,045,000.00), plus or minus

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any closing adjustments and/or pro-rations, by wire transfer of federal funds upon instructions to be provided by Seller on or before the Closing Date.

c. All taxes and assessments, utility bills and other ongoing costs of normal and ordinary operation of the Station and the Translator shall be prorated to the date of Closing, and the total purchase price shall be adjusted upward or downward as the case may be. All sales or use taxes, transfer taxes, and similar taxes and fees incurred up to the date of Closing, together with any costs of recordation, filing fees or the like, and taxes incurred subsequent to the Closing Date, shall be allocated between Buyer and Seller and paid according to legal requirements and prevailing practice in the local jurisdiction where the real property is located. Whoever is the licensee on the last day for the payment of annual FCC regulatory fees shall be responsible for their payment (these fees are not subject to proration).

d. Seller may designate certain of the Sale Assets with an aggregate fair market value of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) as assets to be donated to Buyer in federal tax years 2024 and 2025. In return, Buyer will provide to Seller letters in a form satisfactory to both parties stating that Seller has made donations to Buyer in federal tax years 2024 and 2025.

3. **Excluded Assets.** The following assets and asset groups are excluded from this agreement:

a. Any cash on hand at the Station as of the Closing Date shall be retained by the Seller.

b. Seller shall retain any bank accounts, accounts receivable, cash equivalents and securities and other investments owned by it as of the Closing Date.

c. Seller's books and records pertaining to corporate organization, taxation, employee pension, and other benefit plans, or accounts receivable.

d. Any miscellaneous assets listed on Schedule E appended hereto.

4. **No Liabilities Assumed Other Than Those Expressly Disclosed.** The parties hereto agree and understand that this Agreement is for a sale and purchase of free and clear Sale Assets. Therefore, except as specifically agreed to and stated herein, Buyer does not assume, pay or discharge any debts or obligations

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of Seller with respect to the Station. In this regard, as Buyer intends to operate Station KHFX as a non-commercial, educational AM station after Closing, Seller agrees that: (a) it will not sell any advertising on the Station which is to be aired after the Closing Date and (b) it will ensure that the Station will perform all commercial announcements that it is required to air pursuant to barter or "trade out" contracts prior to the Closing Date, so that its barter balance is no worse than "zero" (any products or services which have accrued in favor of Seller as the result of such barter or "trade out" contracts shall remain the property of Seller after the Closing Date). Any and all liabilities pertaining to the Station which are incurred by or on behalf of the Station subsequent to the Closing Date may only be incurred by the Buyer and shall be discharged by the Buyer. Buyer agrees to hold Seller harmless with respect to any liabilities incurred by Buyer subsequent to closing.

5. **Commission Consent.** It is understood and agreed by all parties that the prior written consent of the Commission to an application on FCC Form 314 for consent to the voluntary assignment of the License and Permit the "Application") is required before consummation of this Agreement can occur. The Application shall be filed within five (5) business days of the date hereof. Except as otherwise provided herein, each party shall pay its own legal fees and other expenses incurred with the preparation and execution of this Agreement and the Application. The FCC application processing fee applicable to the Application shall be shared equally by Seller and Buyer.

6. **Closing Date.** For purposes of this Agreement, the Closing Date shall be a weekday not later than the fifth (5th) business day subsequent to the date upon which the consent of the Commission or its staff acting pursuant to delegated authority to the assignment of licenses of the Station and the Translator shall have become final and no longer subject to administrative or judicial action, review, reconsideration or appeal (a "Final Order"). Closing shall take place at Seller's offices in Houston, Texas, or at such other place as is mutually satisfactory to the parties, not later than 5:00 p.m. Central Time on the last day for Closing under this paragraph.

7. **Time of the Essence.** Time is of the essence in the completion of this Agreement and the consummation thereof.

8. **Seller's Representations and Warranties.** Seller hereby represents and warrants each of the following, the truth and accuracy of which has induced Buyer to enter into this Agreement:

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a. *Organization, Standing and Authority.* Seller is a corporation duly organized and validly existing under the laws of the State of Texas. Seller has all requisite corporate power and authority: (i) to own, lease, and use the Sale Assets as now owned, leased, and used, (ii) to conduct the business and operations of the Station as now conducted, and (iii) to execute and deliver this Agreement and the documents contemplated hereby and thereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Seller hereunder and thereunder. Seller is not a participant in any joint venture or partnership with any other person or entity with respect to any part of the operations of the Station or any of the Sale Assets.

b. *Authorization and Binding Obligation.* The execution, delivery, and performance of this Agreement by Seller has been duly authorized by all necessary actions on the part of Seller. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid, and binding obligations of Seller, enforceable against it in accordance with their respective 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.

c. *Absence of Conflicting Agreements.* Subject to obtaining the FCC's consent to the Application, the execution, delivery, and performance by Seller of this Agreement and the documents contemplated hereby and thereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third Parties; (ii) will not conflict with any provision of the organizational documents of Seller; (iii) will not conflict with, result in a breach of, or constitute a default under, any applicable law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Seller is a Party or by which Seller may be bound; and (v) will not create any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon any of the Sale Assets.

d. *Governmental Licenses.* Schedule A includes true copies of the Licenses. Seller is the authorized legal holder of both FCC authorizations. These authorizations comprise all of the

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licenses, permits, and other authorizations required from any governmental or regulatory authority for the lawful conduct of the business and operations of the Station in the manner and to the full extent they are now conducted, and the License is not subject to any restriction or condition not disclosed therein that would limit the full operation of the Station as now operated. Except as set forth on Schedule A, the Licenses are in full force and effect. Neither the Station nor the Translator have been off the air for twelve consecutive months at any time during Seller's tenure as its licensee and is not subject to automatic license forfeiture required by 47 U.S.C. §312(g). To Seller's knowledge, there are no FCC enforcement proceedings or investigations ongoing pertaining to the Station and Seller has no knowledge of or reason to believe that any such proceedings or investigations are pending or threatened against the Station. To Seller's knowledge, all of the Station's regulatory fees have been paid.

e. *Title and Condition of Tangible Personal Property.* Schedule C an accurate listing of all Tangible Personal Property. Except as described in Schedule C, Seller owns and has good title to each item of Tangible Personal Property, and on the Closing Date, none of the Tangible Personal Property owned by Seller will be subject to any security interest, mortgage, pledge, conditional sales agreement, or other lien or encumbrance. Except as set forth on Schedule C, each item of Tangible Personal Property is available for immediate use in the business and operations of the Station. All equipment listed on Schedule C is in good working order and has been maintained according to standards of good engineering practice. Seller agrees to the following maintenance and repair activities, to be paid for by Buyer but supervised by Seller, to take place before the Closing Date: (i) perform tests and measurements of the existing RF System (Phasor & ATUs), with the Station being on and off the air during these tests to take place at times agreeable to the Seller; (ii) the installation of a new audio processor, and testing and measurements subsequent to said installation; and (iii) the taking of field strength measurements before the commencement of maintenance and repairs, and then after completion of maintenance and repairs. In the event that this Agreement is not consummated, any equipment installed by Buyer during the term of this Agreement shall remain the property of Seller and Seller shall not be required to compensate Buyer any further.

f. *Consents.* Except for the FCC Consent described in Paragraph 5, no consent, approval, permit, or authorization of, or declaration to or filing with any governmental or regulatory authority, or any other third Party is required: (i) to consummate

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this Agreement and the transactions contemplated hereby, or (ii) to permit Seller to assign or transfer the Assets to Buyer.

g. *Intangibles.* No intangible personal property other than the License, Permit and the call letters "KHFX" and "K268DQ" are being sold hereunder.

h. *Reports.* All material reports, and statements that Seller is currently required to file with the FCC or with any other governmental agency with respect to the Station have been or will be filed as of the Closing Date. Seller will ensure that the on-line public file for KHFX will contain all required documents and materials as of the Closing Date.

i. *Personnel.*

(1) *Termination of Employees.* Seller represents and warrants that it will terminate all of the Station's employees on or before the Closing Date.

(2) *Employee Benefits and Compensation.* Seller shall be solely responsible for compliance with all obligations imposed by federal and state law with regard to Seller's employees. Buyer expressly refuses to assume any liability or obligation of Seller under any employee benefit plans or arrangements which may be in existence as of the Closing Date relative to the Station's employees. With respect to any such employee benefit plans which may exist, Seller is not aware of the existence of any governmental audit or examination of any of such plans or arrangements. No action, suit or claim with respect to any of such plans or arrangements (other than routine claims for benefits) is pending or, to Seller's knowledge, threatened.

(3) *Labor Relations.* Seller is not a Party to or subject to any collective bargaining agreements with respect to the Station. Seller has no written or oral contracts of employment with any employee of the Station. Seller has complied in all material respects with all laws, rules, and regulations relating to the employment of labor, including, without limitation, those related to wages, hours, collective bargaining, occupational safety, discrimination, and the payment of social security and other payroll related taxes, and it has not received any notice alleging that it has failed to comply in any material respect with any such laws, rules, or regulations. No controversies, disputes, or proceedings are pending or, to the best of Seller's knowledge, threatened, between Seller and any employee (singly or collectively) of the Station. No labor union or other collective

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bargaining representative represents or, to Seller's knowledge, claims to represent any of the employees of the Station. To Seller's knowledge, there is no union campaign being conducted to solicit cards from employees to authorize a union to request a National Labor Relations Board certification election with respect to any employees at the Station.

j. *Taxes.* Seller has filed or caused to be filed all federal income tax returns and all other federal, state, county, local, or city tax returns which are required to be filed, and it has paid or caused to be paid all taxes shown on those returns or on any tax assessment received by it to the extent that such taxes have become due, or has set aside on its books adequate reserves (segregated to the extent required by generally accepted accounting principles) with respect thereto. To Seller's knowledge, there are no governmental investigations or other legal, administrative, or tax proceedings pursuant to which Seller is or could be made liable for any taxes, penalties, interest, or other charges, the liability for which could extend to Buyer as transferee of the business of the Station, and no event has occurred that would impose on Buyer any transferee liability for any taxes, penalties, or interest due or to become due from Seller.

k. *Claims and Legal Actions.* Except for any routine investigations or rulemaking proceedings generally affecting the broadcasting industry, and as set forth more completely on Schedule E, Seller has no knowledge of any other claim, legal action, counterclaim, suit, arbitration, governmental investigation 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 Seller with respect to its ownership or operation of the Station or otherwise relating to the Assets or the business or operations of the Station particular, but without limiting the generality of the foregoing and, except as set forth on Schedule F, Seller has no knowledge of any applications, complaints or proceedings pending or, to the best of Seller's knowledge, threatened: (i) before the FCC relating to the business or operations of the Station other than rule making proceedings which affect the radio industry generally, (ii) before any federal or state agency relating to the business or operations of the Station involving charges of illegal discrimination under any federal or state employment laws or regulations, or (iii) before any federal, state, or local agency relating to the business or operations of the Station involving zoning issues under any federal, state, or local zoning law, rule, or regulation.

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l. *Environmental Matters.* To Seller's knowledge, without independent investigation, Seller has complied in all material respects with all laws, rules, and regulations of all federal, state, and local governments (and all agencies thereof) concerning the environment, public health and safety, and employee health and safety, and no charge, complaint, action, suit, proceeding, hearing, investigation, claim, demand, or notice has been filed or commenced against Seller in connection with its ownership or operation of the Station alleging any failure to comply with any such law, rule, or regulation.

m. *Compliance with Laws.* Seller has complied in all material respects with the License and all federal, state, and local laws, rules, regulations, and ordinances applicable or relating to the ownership and operation of the Station. To the Seller's knowledge, neither the ownership, nor use of the properties of the Station, nor the conduct of the business or operations of the Station, conflicts with the rights of any other person or entity.

n. *Full Disclosure.* No representation or warranty made by Seller in this Agreement or in any certificate, document, or other instrument furnished or to be furnished by Seller pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact required to make any statement made herein or therein not misleading. There are no contingent or undisclosed liabilities; and in the event that there are any contingent or undisclosed liabilities, Seller will be solely liable for any and all of them.

o. *Broker.* Seller acknowledges that Beth Griffin of Griffin Media Brokers, LLC of Suwanee, Georgia is the exclusive broker used by it the transactions contemplated by this Agreement and is solely responsible for all commissions, fees and payments that may be due. Other than Beth Griffin and Griffin Media Brokers, LLC, neither Seller nor any person acting on Seller's behalf, has incurred any liability for any finder's or broker's fees or commissions with any person or entity in connection with the transactions contemplated by this Agreement.

9. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller, the truth and accuracy of each of the following being expressly material to Seller's execution of this Agreement, as follows:

a. *Organization, Standing and Authority.* Buyer is a non-profit corporation duly organized and validly existing under

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the laws of the State of Texas. Buyer has all requisite corporate power and authority: (i) to own, lease, and use the Sale Assets as now owned, leased, and used, (ii) to conduct the operations of the Station, and (iii) to execute and deliver this Agreement and the documents contemplated hereby and thereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Buyer hereunder and thereunder.

b. *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 has been duly executed and delivered by Buyer and constitutes the legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with its respective 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.

c. *Absence of Conflicting Agreements.* Subject to obtaining the Consent, the execution, delivery, and performance by Buyer of this Agreement and the documents contemplated hereby and thereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third Party; (ii) will not conflict with the Articles of Incorporation or By-laws of Buyer; (iii) will not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; or (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Buyer is a Party or by which Buyer may be bound, such that Buyer could not acquire or operate the Sale Assets.

d. *Broker.* Neither Buyer nor any person acting on Buyer's behalf has incurred any liability for any finder's or broker's fees or commissions with any person or entity in connection with the transactions contemplated by this Agreement.

e. *Qualification.* Buyer is legally and financially qualified, including but not limited to the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC to acquire the Station and to timely consummate all of the transactions called for herein, and no waiver will be necessary

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under the rules, regulations and policies of the FCC for Buyer to acquire the Station.

f. *Full Disclosure.* No representation or warranty made by Buyer in this Agreement or in any certificate, document, or other instrument furnished or to be furnished by Buyer pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact and required to make any statement made herein or therein not misleading.

g. *Claims and Legal Actions.* There is currently no litigation pending or to the knowledge of Buyer, threatened, against or relating to Buyer that would prevent or materially impede the consummation of the transactions contemplated by this Agreement, nor does Buyer know of any basis, including performance of Buyer's obligations set forth herein, for such litigation. Buyer is not subject to any order, judgment, writ, injunction or decree of any court or governmental agency or entity which could have a material adverse effect on its ability to consummate the transactions contemplated herein.

10. **Conditions Precedent to Buyer's Obligation to Close.**

The obligations of Buyer under this Agreement are, at its election, subject to the fulfillment on or prior to the Closing Date of each of the following conditions precedent. The parties agree and understand that Buyer's decision to enter into and perform under the terms of this Agreement has been materially premised upon the fulfillment of each of the following conditions, and Seller agrees that all of them are material:

a. The Application shall be granted and that Seller shall have complied with any conditions imposed on it by the FCC Consent to the extent required under the terms of this Agreement.

b. Seller shall be the holder of the License for the Station and the holder of the Permit for the Translator. No proceeding shall be pending or threatened the effect of which would be to revoke, cancel, fail to renew, suspend, or modify adversely the License or Permit.

c. That all representations and warranties of the 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 except to the extent that breaches of the representations and warranties of Seller materially adversely affect the Station taken as a whole.

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d. That Seller shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

e. That Buyer shall have inspected the Tangible Personal Property and shall have determined that it is operable and suitable to purchase.

f. Seller shall have made or stands willing to make all the deliveries to Buyer at Closing, which shall include various instruments and documents, all of which shall be in a form reasonably satisfactory to Buyer and its counsel, to wit:

i. An "Assignment of FCC License" and an "Assignment of FCC FM Translator Construction Permit" executed by the Seller;

ii. A deed, in customary form for commercial real property located in the local jurisdiction, for the Real Estate executed by the Seller;

iii. One or more bills of sale for all the tangible personal property to be sold under this Agreement;

iv. A "Closing Certificate" of Seller certifying the truth and accuracy of the representations and warranties made by Seller in this Agreement; and

v. Any other closing document or instrument reasonably requested by Buyer or its counsel which may be needed to effectuate all of the transactions called for by this Agreement.

g. The Licenses shall be in full force and effect and shall not be subject to the license forfeiture provision of 47 U.S.C. §312(g).

h. No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any Party hereto which: (1) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (2) questions the validity or legality of any transaction contemplated hereby; or (3) seeks to enjoin any transaction contemplated hereby.

11. Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement are, at its election,

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subject to the satisfaction on or prior to the Closing Date of each of the following conditions precedent:

a. That the Application described in Paragraph 5 shall be granted;

b. All of the representations and warranties made by Buyer herein shall be in all material respects true and correct as of the Closing Date;

c. Buyer shall pay the consideration in the manner prescribed in Paragraph 2 above;

d. Buyer shall provide to Seller a "Closing Certificate" certifying the truth and accuracy of Buyer's representations and warranties made in this Agreement; and

e. There shall have been no material breach by Buyer in the performance of any of its covenants or agreements contained herein.

12. **Mutual Cooperation.** The parties agree and pledge to each other total mutual cooperation to achieve approval by the Commission of the Application, including but not limited to prosecuting the Application in good faith and in due diligence so as to achieve grant and finality thereof as expeditiously as practicable, and to take no action to delay or defeat approval.

13. **Termination.**

a. In the event that Commission approval of the assignment of the license of the Station from Seller to Buyer shall not have been granted by March 31, 2025, either party shall have the right to unilaterally terminate this agreement by giving written notice to the other party of its intention to do so, provided, however, that the party seeking to so terminate is not itself in material breach hereof. Upon such notice, this Agreement shall have no further force and effect.

b. If the Commission designates the application contemplated by this Agreement for hearing, either party shall have the option of terminating this Agreement by notice to the other party prior to the commencement of the hearing if the terminating party shall not be in default under the provisions of this Agreement; provided that the terminating party shall not be entitled to terminate this Agreement if the hearing results from or was caused by: (i) any failure on the part of such party to furnish or make available to the Commission information required

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to be supplied by such party, or (ii) the willful furnishing by such party of incorrect, inaccurate or incomplete information to the Commission, or (iii) a protest resulting from the solicitation of such protest by the party seeking to terminate this Agreement.

14. **Risk of Loss; Set-off.** Seller shall bear all risk of loss in connection with the Station prior to the Closing Date. Should the Station, or any of the Sale Assets which are material to the operation of the Station, be substantially damaged or destroyed and is not replaced or repaired promptly, Buyer at its sole option may agree to consummate its purchase of the Station upon an agreement of set-off or credit for such damaged or destroyed Sale Assets having been reached.

15. **Taxes.** Seller shall be solely responsible for any and all taxes applicable to the Station until and including the Closing Date. Thereafter, all such taxes applicable to the Station shall be the sole responsibility of the Buyer.

16. **Allocations.** Seller will prepare IRS Form 8594 related to allocations to the purchase price so that it can be signed at the Closing or as soon thereafter as is practicable.

17. **Bankruptcy; Contingent or Undisclosed Liabilities.** Seller is not in bankruptcy. Seller warrants that it has no contingent or undisclosed liabilities which will or may affect Buyer's title in the Sale Assets. The parties agree that Buyer is not liable for any contingent or undisclosed liabilities of Seller.

18. **Interference with Operations.** From the date hereof onward until the Closing Date, Buyer shall not attempt to interfere with the operations of Seller and the Station; however, Buyer shall be permitted a reasonable opportunity to review books and records of the Station and to inspect the physical condition of the Sale Assets. Upon the Closing Date, and thereafter, Seller shall make no attempt to control the Station, incur any debts or obligations against the Station, or otherwise interfere in the operations of the Station; provided that nothing contained in this paragraph shall preclude any officer or employee of Seller from serving as a management employee of the Station under the direction and control of Buyer. However, and notwithstanding any provision in this Agreement, prior to the Closing Seller may not, without the prior written consent of the Buyer, such consent not to be unreasonably withheld:

a. Make any substantial change in the business of the Station, except as to: (i) the Station's format and advertising

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sales practice, and (ii) such changes that are unlikely to have any material adverse impact upon the Sale Assets;

b. Sell, lease, transfer or otherwise dispose of any Sale Asset without obtaining a suitable replacement acceptable to Buyer before the Closing Date, provided that any replacement item which improves the inventory of Sale Assets shall result in an upward adjustment of the purchase price by the actual cost of such item;

c. Mortgage, pledge or encumber any Sale Asset;

d. Waive or agree to waive any rights of material value relating to the Sale Assets or allow to lapse or fail to keep in force any license, permit, authorization or other right relating to the Station;

e. Except in the ordinary course of business, make or permit any amendment or termination of any material contract, agreement or license included in the Sale Assets;

f. Enter into any agreement with any employee binding Seller and/or Buyer to utilize said employee's services in connection with the Station other than an employment agreement terminable at will; or

g. Become a party to any cash, trade or barter agreement for the sale of air time requiring announcements to be made over the Station subsequent to the Closing Date.

19. **Public Notices.** Seller shall prepare and give at its expense all public notices as are required pursuant to 47 C.F.R. §73.3580.

20. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. An assignment shall not relieve the parties of their obligations to guarantee the prompt performance of any and all of their respective obligations thereunder. Buyer may assign its rights hereunder to any person or entity that it may choose, subject to approval of the Seller which shall not unreasonably be withheld.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

22. **Indemnification.**

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a. *By Seller.* Seller shall indemnify, defend and save Buyer, its affiliates, successors and assigns, harmless against and from all liabilities, claims, losses, damages, cost and expenses (including reasonable attorneys' fees) resulting from: (i) the conduct of business and operations by Seller of the Sale Assets prior to the Closing Date, (ii) any misrepresentation or breach of warranty, representation or covenant contained in this Agreement by Seller, (iii) any claims or actions brought by any shareholder of Seller against Buyer as a result of or in connection with this transaction, (iv) any claim or action of any kind by or on behalf of any employee or former employee of Seller or the unlawful conduct of any such employee, and (v) all actions, suits, proceedings, demands, damages, assessments, judgments, costs, reasonable attorneys' fees on any appeal, and expenses incident to any of the foregoing or incident to any enforcement by Buyer of any covenant of agreement on the part of Seller set forth in this Agreement.

b. *By Buyer.* Buyer will defend and save Seller, its affiliates, successors and assigns harmless against and from all liabilities, claims, losses, damages, costs and expenses (including reasonable attorneys' fees) resulting from: (i) any misrepresentation or breach of warranty, representation or covenant by Buyer contained in this Agreement, (ii) the conduct of business and operations by Buyer of the Sale Assets following the Closing Date and (iii) any claims or actions brought by any principal of Buyer against Seller as a result of or in connection with this transaction, and (iv) all actions, suits, proceedings, demands, damages, assessments, judgments, costs, reasonable attorney's fees (including reasonable attorneys' fees on any appeal) and expenses incident to any of the foregoing or incident to any enforcement by Seller of any covenant or agreement on the part of Buyer set forth in this Agreement.

c. *Procedure.* The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties 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 and provided that such notice is given within the time period described in Paragraph 25. The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel selected by it. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner,

J.A.

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 (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof). Anything herein to the contrary notwithstanding: (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the 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 the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim; (iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim; and (iv) 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.

c. *Claims Pursuant to Indemnities.* If any claim covered by the foregoing indemnities is asserted against any other indemnified party (the "Indemnitee"), the Indemnitee shall promptly give the other party (the "Indemnitor") notice of such claim. Under no circumstance shall any claim for indemnification hereunder arise until the aggregate amount of all such claims exceeds the sum of \$10,000.00. The liability shall be capped at \$40,000.00.

23. **Headings.** The headings of the paragraphs of this Agreement are for the convenience of the parties only, and do not in any way modify, interpret or construe the meaning of the provisions hereof.

24. **Notices.** All notices required or permitted to be given hereunder shall be in writing and copies shall be effective when sent by registered or certified mail, postage and fees prepaid, addressed as follows:

If to Seller:

J.A.

Mr. Gabriel Arango, President
SIGA Broadcasting Corporation
1302 N. Shepherd Drive
Houston, TX 77008

with a copy to:

If to Buyer:

Mr. Sammy Rodriguez, Jr., President
La Promesa Foundation
1903 S. Lamesa Road
Midland, TX 79701

with a copy to:

Dennis J. Kelly, Esquire
Law Office of Dennis J. Kelly
Post Office Box 41177
Washington, DC 20018-0577

25. **Survival of Representations, Warranties and Covenants.**

The parties agree that the representations, warranties and covenants made by them herein shall survive the Closing Date for a period of one (1) year subsequent to the Closing Date.

26. **Specific Performance.** In the event of failure or threatened failure by either party to comply with the terms of this Agreement, the other party shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement.

27. **Cure Period.** Each party shall give the other party prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "Cure Period" as used herein means a period commencing on the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of: (i) twenty (20) calendar days thereafter or (ii) the Closing Date determined under Paragraph 6 (and applying an Initial Consent Date); provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date determined under Paragraph 6, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as

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such diligent efforts to cure continue, but not beyond ninety (90) days following the Closing Date determined under Paragraph 6 (and applying an Initial Consent Date).

27. **Entire Agreement.** The foregoing constitutes the entire and whole agreement of the parties, and may not be modified, amended or changed in any way unless in writing signed by all parties hereto. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof, or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

28. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding Agreement when the parties shall have each executed one counterpart.

[THIS SPACE INTENTIONALLY LEFT BLANK;

SIGNATURES APPEAR ON FOLLOWING PAGE]

J.A.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

SELLER

SIGA BROADCASTING CORPORATION

By *Gabriel Arango, D.C.*
Gabriel Arango
President

BUYER

LA PROMESA FOUNDATION

By *Sammy Rodriguez Jr.*
Sammy Rodriguez, Jr.
President

KHFX (AM) /K268DQ (FX) APA Schedules

Schedule A	Copy of Current KHFX and K268DQ FCC Licenses
Schedule B	Tangible Personal Property
Schedule C	Real Estate Description
Schedule D	Escrow Agreement
Schedule E	Excluded Assets
Schedule F	Claims and Legal Actions

SCHEDULE A: LICENSES

(SEE ATTACHED ITEMS)

Renewal of License Authorization

This is to notify you that your Application for Renewal of License 0000141028, was granted on 07/22/2021 for a term expiring on 08/01/2029.

This is your License Renewal Authorization for station KHFH

Facility ID: 65313

Location: CLEBURNE, TX

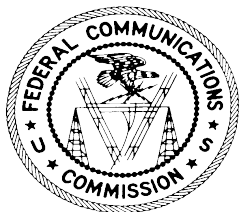
SIGA BROADCASTING CORP

1302 N. SHEPHERD

HOUSTON, TX 77008

This Authorization must be uploaded to its 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:

SIGA BROADCASTING CORP
1302 N. SHEPHERD
HOUSTON TX 77008

Son Nguyen
Supervisory Engineer
Audio Division
Media Bureau

Facility Id: 65313

Call Sign: KHFX

License File Number: BL-20080102ACU

Grant Date: April 21, 2008

This license expires 3:00 a.m.
local time, August 01, 2013.

License to cover BMP-20070416ABF to change daytime pattern.

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: Unlimited

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

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

Callsign: KHFX

License No.: BL-20080102ACU

Name of Licensee: SIGA BROADCASTING CORP

Station Location: CLEBURNE, TX

Frequency (kHz): 1140

Station Class: B

Antenna Coordinates:

Day

Latitude: N 32 Deg 16 Min 57 Sec

Longitude: W 97 Deg 24 Min 47 Sec

Night

Latitude: N 32 Deg 16 Min 57 Sec

Longitude: W 97 Deg 24 Min 47 Sec

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

Nominal Power (kW): Day: 5.0 Night: 0.71

Antenna Input Power (kW): Day: 5.4 Night: 0.77

Antenna Mode: Day: DA Night: DA

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

Current (amperes): Day: 10.4 Night: 3.93

Resistance (ohms): Day: 50 Night: 50

Antenna Registration Number(s):

Day:

Tower No.	ASRN	
1	None	60.4
2	None	60.4
3	None	60.4
4	None	60.4

Night:

Tower No.	ASRN	
1	None	60.4
2	None	60.4
3	None	60.4
4	None	60.4

DESCRIPTION OF DIRECTIONAL ANTENNA SYSTEM

Theoretical RMS (mV/m/km): Day: 705.9 Night: 237.82

Standard RMS (mV/m/km): Day: 741.6 Night: 250.12

Augmented RMS (mV/m/km):

Q Factor: Day: Night:

Theoretical Parameters:

Day Directional Antenna:

Tower No.	Field Ratio	Phasing (Deg.)	Spacing (Deg.)	Orientation (Deg.)	Tower Ref Switch *	Height (Deg.)
1	1.0000	0.000	0.0000	0.000	0	81.2
2	2.0850	110.100	201.5000	68.500	0	81.2
3	1.6560	-102.600	185.0000	56.400	0	81.2
4	0.2570	14.200	44.6000	305.100	0	81.2

* Tower Reference Switch

0 = Spacing and orientation from reference tower

1 = Spacing and orientation from previous tower

Theoretical Parameters:

Night Directional Antenna:

Tower No.	Field Ratio	Phasing (Deg.)	Spacing (Deg.)	Orientation (Deg.)	Tower Ref Switch *	Height (Deg.)
1	0.9420	120.600	0.0000	0.000	0	81.2
2	0.8210	152.100	201.5000	68.500	0	81.2
3	0.7970	-31.800	44.6000	305.100	0	81.2
4	1.0000	0.000	185.0000	56.400	0	81.2

* Tower Reference Switch

0 = Spacing and orientation from reference tower

1 = Spacing and orientation from previous tower

Day Directional Operation:

Twr. No.	Phase (Deg.)	Antenna Monitor Sample Current Ratio
1	-105.7	0.492
2	0	1
3	147.8	0.866
4	-79.5	0.14

Night Directional Operation:

Twr. No.	Phase (Deg.)	Antenna Monitor Sample Current Ratio
1	120.8	0.845
2	157.5	0.859
3	-27.9	0.719

Night Directional Operation:

Twr. Phase	Antenna Monitor
No. (Deg.)	Sample Current Ratio
4 0	1

Antenna Monitor: POTOMAC INSTRUMENTS AM 1901

Sampling System Approved Under Section 73.68 of the Rules.

Monitoring Points:

Night Operation:

Radial (Deg. T)	Distance From Transmitter (km)	Maximum Field Strength (mV/m)
47	5.3	5.52
134	2.8	3.28
194	8.04	1.73
211	7.07	4.26
266	4.73	3.17

Special operating conditions or restrictions:

- 1 Daytime antenna system consists of towers SW, SE, NE, NW. Nighttime antenna system consists of towers SW, SE, NW, NE.

2 MONITOR POINT DESCRIPTIONS

153.5° - Point located on CR 1109B at paint mark on road, fence post and Bois-de-Arc tree southwest side of road, 4.42 km from site, max 69.4 mV/m daytime.

276° - Point located on southwest corner of intersection of FM 1434 and CR 1225 near edge of pavement, 4.63 km from site, max 85.1 mV/m daytime.

358.5° - Point located at northwest corner of Westhill and Hyde Park intersection at street sign, next to paint mark on curb, 5.18 km from site, max 59.2 mV/m daytime.

- 3 Operation with the facilities specified herein is subject to modification, suspension or termination without right to hearing, as may be necessary to carry out the applicable provisions of the ITU Radio Regulations, the Final Acts of the ITU Administrative Conference on Medium Frequency Broadcasting in Region 2 (Rio de Janeiro, 1981), or any bilateral or multilateral agreements(s) of the United States. Specifically, the facility authorized herein will be required to protect all future acceptable 50 kw DA proposals for XEMR, 1140 kHz, Monterrey, NL, Mexico (due to nighttime conflict).

*** END OF AUTHORIZATION ***

Federal Communications Commission

FM TRANSLATOR STATION LICENSE

Permittee

SIGA BROADCASTING
CORPORATION
1302 N. SHEPHERD DR.
HOUSTON, TX, 77008

Call Sign

K268DQ

Facility ID

202468

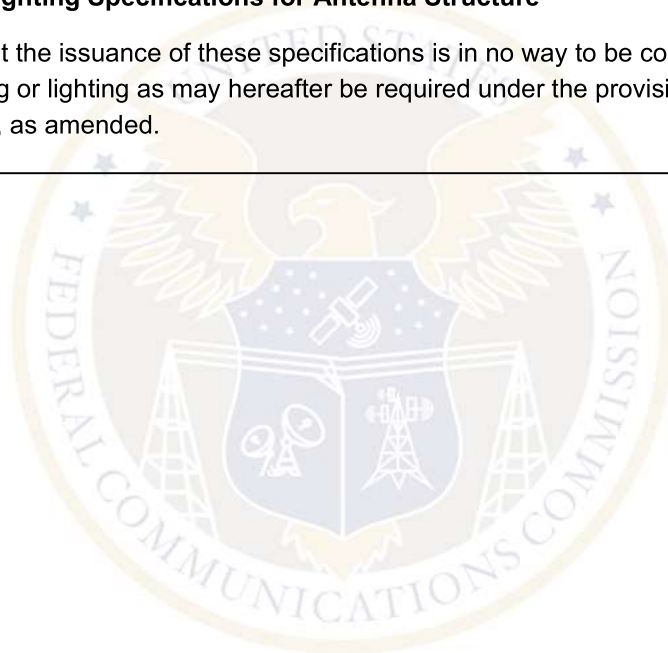
File Number 0000148912	This License Covers Construction Permit No. 0000144342	
Filing Date 06/03/2021	Grant Date 09/15/2021	Expiration Date 08/01/2029

Community of License City: CLEBURNE State: TX	Frequency (MHz) 101.5	Station Channel 268	Station Class D
Primary Station KHFX CLEBURNE TX		Via Other	
Hours of Operation: Unlimited			

Transmitter Certified for compliance per 74.1250 or verified for compliance per 73.1660 of the Commission's Rules.	Transmitter Output Power .75 kW
Antenna Type Non-Directional	Antenna Coordinates (NAD 83) Latitude 32-17-00 N Longitude 97-24-48.45 W
Antenna Description SWR,FMEC,1.0	
Major Lobe Directions 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)	18	18
Height of Radiation Center Above Mean Sea Level (meters)	228.0	228.0
Height of Radiation Center Above Average Terrain (meters)		

Antenna Structure Registration Number Not Required	Overall Height of Antenna Structure Above Ground (meters) 19.8
Obstruction Marking and Lighting Specifications for Antenna Structure It is 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.	



Special Operating Conditions or Restrictions

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.

- Grant of this license application is conditioned upon the continuous operation of the licensed facility for the twelve-month period following grant, including specifically: (a) operation of the station in accordance with the station's FCC authorization with (i) an antenna mounted on a pole, tower, or other structure that is attached to a durable, non-movable structure, (ii) the antenna connected to a permanent power source, and (iii) if located on public property, advance approval by a written governmental authorization; and (b) operation of the station each day in accordance with the FCC's rules for minimum operating schedule (47 C.F.R. § 73.1740(a) for FM stations, 47 C.F.R. § 73.561(a) for NCE-FM stations and 47 C.F.R. § 73.850(b) for LPFM stations) without recourse to the procedures set out in 47 C.F.R. §§ 73.1740(a)(4), 73.561(d), and 73.850(d). The failure of the station to operate in compliance with any of the foregoing requirements will result in the rescission of this grant, dismissal of the license application and the forfeiture of the associated construction permit pursuant to 47 C.F.R. § 73.3598(e) unless the licensee rebuts the resulting presumption that the authorized facilities were temporarily constructed. Evidence of non-temporary construction could include, but is not limited to, station logs, utility bills, lease documents, photographs of the installed antenna/transmitter/studio equipment, and other relevant documentation.
- Pursuant to Revitalization of the AM Radio Service, Notice of Proposed Rule Making, 28 FCC Rcd 15221, 15227, para. 14 (2013), and First Report and Order, 30 FCC Rcd 12145, 12154, para. 17 and n. 43 (2015), the permittee and any successor in interest (licensee, transferee, or assignee) shall be subject to the following restrictions: (1) this facility may only, in perpetuity, be used to rebroadcast the authorized facilities of the AM primary station set forth in this authorization, except that it may also originate nighttime programming if the AM primary station set forth in this authorization is not authorized regular nighttime service, and then only during periods of the broadcast day when the primary AM station is not regularly authorized to operate; (2) if the AM primary station is operating with reduced facilities, this cross-service FM translator facility may only operate if its coverage contour conforms to the limits set forth in 47 CFR Section 74.1201(g) as applied to the reduced facilities of the AM primary station; (3) the authorization for this facility may not be assigned or transferred except in conjunction with the primary AM station set forth in this authorization; and (4) if the authorization of the AM primary station set forth in this authorization is rescinded, revoked, surrendered, subject to special temporary authorization (STA) to remain silent, or is otherwise suspended from operation, the authorization of this cross-service FM translator station shall likewise be rescinded, revoked, surrendered, silent for the duration of the AM primary station's STA to remain silent, or suspended from operation. Minor modifications of this authorization are permitted, provided that the translator meets all of the preceding conditions. Grant of this authorization is conditioned on the common ownership, in perpetuity, of this facility and the specified AM primary station. Any violation of this condition shall result in the rescission of the grant of this authorization and the dismissal, with prejudice, of the associated application and, if applicable, cancellation of the associated construction permit.

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.



SCHEDULE B

INVENTORY OF PERSONAL PROPERTY

- 4 TOWERS AND KHFX ANTENNA GROUND SYSTEM
- TRANSMITTER BUILDING
- MAIN TRANSMITTER: NAUTEL XR-6
- AUX TRANSMITTER: CSI ELECTRONICS T-1-A
- TUNWALL RADIO TRC-2C TRANSMITTER SWITCHER
- DELTA ELECTRONICS COMMON POINT BRIDGE
- PHASOR CABINET
- MARTI STL-10 AURAL TRANSMITTER & RECEIVER
- 9400 DIGITAL OPTIMOD AUDIO PROCESSOR
- BELAR AM MODULATION MONITOR
- MONITOR SPEAKERS
- MONITOR AMP
- 2 EQUIPMENT RACKS
- SURGE PROTECTORS
- VOLTAGE REGULATOR
- POTOMAC INSTRUMENTS PHASE MONITOR
- DAY/NIGHT CONTROLLER
- BURKE VRC 2500 REMOTE CONTROL UNIT
- SAGE DIGITAL ENDEC EAS UNIT
- BARIX STREMER AND TIELINE (G3 COMMANDER) CODEC UNITS
- 8 MONTH OLD OUTDOOR CONDENSER AC UNIT
- K268DQ: 1 MONTH OLD FM TRANSMITTER (1000 WATTS)
- K268DQ: SYSTEMS WITH RELIABILITY, INC. FMEC 1 BAY FM ANTENNA
- K268DQ: TRANSMISSION LINE AND RELATED CABLES

SCHEDULE C: REAL ESTATE DESCRIPTION
(ATTACHED)



Central Appraisal District of Johnson County

109 North Main St
 Cleburne, Texas 76033
 Phone: (817) 648-3000
 Fax: (817) 645-3105

Account Details for 126.0671.00060

[Open 2023 Notice](#)

Ownership

Owner Name:	Siga Broadcasting Corp
Owner Address:	1302 N Shepherd, Houston, TX 770080000
Property Location:	3416 Cr 1111
Ownership Interest:	1.000000
Description:	ABST 671 TR 34 L W PERRY
Deed Date:	2008-10-16
Deed Type:	Warranty Deed
Page #:	250
Volume #:	4469
Instrument #:	
Exemptions	
Tax Entities	<ul style="list-style-type: none"> Johnson County Cleburne ISD Hill College CLS Lateral Road Johnson Co ESD#1 Rio Vista Fire Dept Precinct1
Improvement State Code:	
Land State Code:	
Productivity State Code:	D1 - Real, Acreage, Ranch Land

GEO Num:	126.0671.00060
Last Update:	Jan 29 2024 3:39PM

A zero value indicates that the property record has not yet been completed for the indicated tax year.

† Appraised value may be less than market value due to state-mandated limitations on value increases.

Value

Improvement Value	\$0
Land Market Value:	\$534,390
AG Market Value:	\$534,390
AG Value:	\$4,881
Prod Loss:	\$529,509
Total Market Value:	\$534,390
† Appraised Value:	\$4,881
Land Acres	35.6260
Impr Area Size	0
Year Built	0

Appraisal History

* This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in Johnson Appraisal District's database and may not be used as a basis of protest or appeal.

SCHEDULE D: ESCROW AGREEMENT
(ATTACHED)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is made and entered into as of this 22nd day of February 2024, by and **SIGA Broadcasting Corporation, a Texas corporation**, (“Seller”), **La Promesa Foundation, a Texas non-profit corporation**, (“Buyer”), and **GRIFFIN MEDIA BROKERS, LLC**, a Georgia limited liability company (“Escrow Agent”). Buyer and Seller are individually a “Party” and collectively the “Parties.”

RECITALS

A. Buyer and Seller, along with an affiliate of Seller, are Parties to an Asset Purchase Agreement dated February 23, 2024 (the “Purchase Agreement”), pursuant to which Buyer is to deposit funds with Escrow Agent in connection with the purchase and sale of assets used or held for use in conjunction with Seller’s operation of AM Broadcast Station KHFY, 1140 kHz, Cleburne, Texas and FM Translator Station K268DQ, 101.5 MHz, Cleburne, Texas, Federal Communications Commission (“FCC”) Facility ID # 65313 and 202468 (the “Stations”).

B. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in the Purchase Agreement.

AGREEMENT

In consideration of the recitals and of the respective agreements and covenants contained herein and in the Purchase Agreement, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE I **ESCROW OF DEPOSIT FUNDS**

Section 1.1 Escrow Deposit.

(a) Within five (5) business days of the date hereof, Buyer (or an affiliate of Buyer) shall deliver to Escrow Agent, pursuant to the provisions of the Purchase Agreement, the sum of FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) (the “Escrow Deposit”) by wire transfer of immediately available funds.

(b) Escrow Agent has established non-interest bearing account into which the Escrow Deposit shall be deposited by Escrow Agent for the benefit of Buyer and Seller as provided in this Agreement. The depository bank shall be a bank in the United States that is a member of the Federal Reserve System having a combined capital surplus and undivided profits of not less than \$500,000,000.

(c) Escrow Agent shall confirm its receipt of the Escrow Deposit by written confirmation to Buyer and Seller.

Section 1.2 Appointment of and Acceptance of Appointment as Escrow Agent. Each of Seller and Buyer hereby appoint Escrow Agent as escrow agent, and Escrow Agent hereby

J.A.

accepts its appointment as escrow agent with respect to the Escrow Deposit and agrees to hold and deliver the Escrow Deposit in accordance with the terms of this Agreement.

Section 1.3 Disbursement of the Escrow Deposit. The Escrow Agent shall retain the Escrow Deposit until it:

(a) receives joint written directions from Seller and Buyer directing a disbursement of the Escrow Deposit, in which such case, Escrow Agent shall immediately pay the Escrow Deposit to such person or entity as provided in such joint instructions; or

(b) receives a final order of a court of competent jurisdiction authorizing the Escrow Agent to make such release.

Any interest accrued on the Escrow Deposit shall be disbursed by Escrow Agent as set forth in the joint written directions.

ARTICLE II **ESCROW AGENT DUTIES AND RIGHTS**

Section 2.1 Rights and Responsibilities of Escrow Agent.

(a) The duties and responsibilities of Escrow Agent shall be limited to those expressly set forth in this Agreement, and Escrow Agent shall only be subject to and obligated to recognize such agreement, direction, or instruction as is in writing, signed by both Buyer and Seller, and provided to Escrow Agent.

(b) If any controversy arises between Buyer or Seller concerning the subject matter of this Agreement or its terms or conditions, Escrow Agent will not be required to resolve the controversy or to take any action regarding it. In such case, Escrow Agent shall not make any delivery of the Escrow Deposit but shall retain it until the rights of the Parties to the dispute shall have finally been determined by written agreement among the Parties in dispute or by final non-appellable order of a court of competent jurisdiction. In such event, Escrow Agent will not be liable for interest or damages.

(i) Escrow Agent, in its sole discretion, may file an action of interpleader requiring Buyer and Seller to answer and litigate any claims and rights among themselves. Escrow Agent is authorized to deposit with the clerk of the court all documents and funds held in escrow. All costs, expenses, charges, and reasonable attorney fees incurred by Escrow Agent due to the interpleader action shall be paid one-half by Buyer and one-half by Seller, in each case jointly and severally. Upon initiating such action, Escrow Agent shall be fully released and discharged of and from all obligations and liability imposed by the terms of this Agreement.

(c) In performing any duties under this Agreement, Escrow Agent shall not be liable to any Party for damages, losses, or expenses, except as a result of fraud, negligence, or willful misconduct on the part of Escrow Agent. Subject to the foregoing, Escrow Agent shall not incur any such liability for any action taken or omitted in reliance upon any instrument, including any written statement or affidavit provided for in this Agreement, that Escrow Agent shall in good faith

believe to be genuine, nor will Escrow Agent be liable or responsible for forgeries, fraud, impersonations, or determining the scope of any representative authority. In addition, Escrow Agent may consult with legal counsel in connection with its duties under this Agreement and shall be fully protected in any act taken, suffered, or permitted by it in good faith in accordance with the advice of counsel. In the absence of knowledge that any action taken or purported to be taken hereunder is wrongful, Escrow Agent is not responsible for determining and verifying the authority of any person acting or purporting to act on behalf of any Party to this Agreement.

(d) Escrow Agent, and any successor escrow agent, may resign at any time as escrow agent hereunder by giving at least thirty (30) days' prior written notice to Seller and Buyer. Upon such resignation and the appointment of a successor escrow agent, the resigning Escrow Agent shall be absolved from any and all liability in connection with the exercise of its powers and duties as escrow agent hereunder, except for liability arising in connection with its own fraud, negligence, or willful misconduct. Upon their receipt of notice of resignation from Escrow Agent, Buyer and Seller shall use reasonable efforts jointly to designate a successor escrow agent. If Buyer and Seller do not agree upon a successor escrow agent within thirty (30) days after the receipt of such notice, the Escrow Agent so resigning may petition any court of competent jurisdiction for the appointment of a successor escrow agent or other appropriate relief and any such resulting appointment shall be binding upon all Parties hereto. By mutual agreement, Buyer and Seller shall have the right at any time upon not less than ten (10) days' prior written notice to Escrow Agent to terminate the appointment of Escrow Agent, or any successor, as escrow agent hereunder. Escrow Agent or any successor then serving shall continue to act as escrow agent until a successor is appointed and qualified to act as Escrow Agent.

Section 2.2 Expenses of Escrow Agent. Escrow Agent shall not charge a fee for services it renders hereunder. Escrow Agent shall be entitled to reimbursement for its reasonable expenses (including the reasonable fees and disbursements of its legal counsel) actually incurred by it in connection with its duties under this Agreement (the "Escrow Agent Expenses"). Except as otherwise provided herein, all Escrow Agent Expenses shall be invoiced periodically by Escrow Agent and shall be paid one-half by Buyer and one-half by Seller.

Section 2.3 Indemnification of Escrow Agent. The Parties and their respective successors and assigns agree, jointly and severally, to indemnify and hold Escrow Agent harmless against any and all losses, claims, damages, liabilities, and expenses, including reasonable costs of investigation, reasonable legal counsel fees and disbursements that may be imposed on, or incurred by, Escrow Agent in connection with the performance of its duties under this Agreement including, but not limited to, any litigation arising from this Agreement or involving its subject matter.

ARTICLE III **TERMINATION**

This Escrow Agreement shall be terminated (a) upon disbursement of the Escrow Deposit by Escrow Agent, or (b) by written mutual consent signed by both Parties. This Escrow Agreement shall not be otherwise terminated.

J.A.

ARTICLE IV MISCELLANEOUS

Section 4.1 Assignment. This Agreement and the rights and duties hereunder shall be binding upon and inure to the benefit of the Parties hereto and the Escrow Agent, and the successors and assigns of each of the Parties to this Agreement and the Escrow Agent. No rights, obligations, or liabilities hereunder shall be assignable by any Party without the prior written consent of the other Party, except that Buyer may assign its rights under this Agreement without obtaining the prior written consent of the other Party hereto, if Buyer would be permitted to assign all or any portion of its rights to that person or entity under the Purchase Agreement; *provided*, that any such assignee duly executes and delivers an agreement to assume Buyer's obligations under this Agreement.

Section 4.2 Amendment. This Agreement may be amended or modified only by an instrument in writing duly executed by Escrow Agent, Buyer, and Seller.

Section 4.3 Waivers. Any waiver by any Party hereto of any breach of or failure to comply with any provision of this Agreement by any other Party hereto shall be in writing and shall not be deemed a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

Section 4.4 Governing Law; Jurisdiction. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Georgia without giving effect to the choice of law provisions thereof. Any proceedings to enforce this Agreement shall be commenced in a court of competent jurisdiction in Atlanta, Georgia. The Parties hereto agree not to assert or interpose any defenses, and do hereby waive the same, to the conferral of personal jurisdiction and venue by such court in any suit, action or proceeding.

Section 4.5 Construction. The headings in this Agreement are solely for convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement. Unless otherwise stated, references to Sections are references to Sections of this Agreement.

Section 4.6 Third Parties. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than Buyer, Seller, and Escrow Agent any rights or remedies under, or by reason of, this Agreement.

Section 4.7 Notices. Any notice required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be deemed to have been duly delivered and received: (a) on the date of personal delivery; (b) on the date sent by electronic mail with delivery confirmation; or (c) three (3) days following the date notice is sent to the Parties at their respective addresses by registered or certified U.S. mail, return receipt requested and postage prepaid, as set forth below:

J.A.

IF TO BUYER:

Mr. Sammy Rodriguez, Jr., President
La Promesa Foundation
1903 S. Lamesa Road
Midland, TX 79701

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

Dennis J. Kelly, Esquire
Law Office of Dennis J. Kelly
Post Office Box 41177
Washington, DC 20018-0577

IF TO SELLER:

Mr. Gabriel Arango, President
SIGA Broadcasting Corporation
1302 N. Shepherd Drive
Houston, TX 77008

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

Atty

IF TO ESCROW AGENT:

Beth Griffin
President
Griffin Media Brokers LLC
5293 Aldeburgh Dr,
Suwanee, GA 30024

Any Party hereto may change the address to which communications are to be sent by giving notice in accordance with the provisions of this Section.

Section 4.8 Counterparts. This Agreement may be executed by email transmission or other electronic means (*e.g.*, PDF) and in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

Section 4.9 Entire Agreement. This Agreement embodies the entire agreement of the Parties and Escrow Agent with respect to the subject matter hereof and supersedes all prior agreements and understandings, except that with respect to the rights and obligations of Seller and Buyer as between each other, it does not supersede, and is subject to, the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

4870-0189-1704.1

SIGNATURE PAGE TO ESCROW AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

SELLER:

SIGA Broadcasting, Inc.

By: Gabriel Arango, D.C.

Managing Member

BUYER:

La Promesa Foundation

By: Sammy Rodriguez Jr.

Managing Member

ESCROW AGENT:

By: Beth Griffin
Beth Griffin

SCHEDULE E: EXCLUDED ITEMS

None

SCHEDULE F: DISCLOSURES

None