

FEDERAL COMMUNICATIONS COMMISSION  
REMITTANCE ADVICE

(1) LOCKBOX # 979089		FCC USE ONLY	
		FCC USE ONLY	
SECTION A - PAYER INFORMATION			
(2) PAYER NAME (if paying by credit card enter name exactly as it appears on the card) <b>MacDonald Garber Broadcasting, Inc.</b>		(3) TOTAL AMOUNT PAID (U.S. Dollars and cents) <b>\$160.00</b>	
(4) STREET ADDRESS LINE NO. 1 <b>2095 US 131 South</b>			
(5) STREET ADDRESS LINE NO. 2			
(6) CITY <b>Petoskey</b>		(7) STATE <b>MI</b>	(8) ZIP CODE <b>49770</b>
(9) DAYTIME TELEPHONE NUMBER (include area code) <b>(231) 347-8713</b>		(10) COUNTRY CODE (if not in U.S.A.)	
FCC REGISTRATION NUMBER (FRN) REQUIRED			
(11) PAYER (FRN) <b>0008-9830-33</b>		FCC USE ONLY	
IF MORE THAN ONE APPLICANT, USE CONTINUATION SHEETS (FORM 159-C) COMPLETE SECTION BELOW FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET			
(13) APPLICANT NAME			
(14) STREET ADDRESS LINE NO. 1			
(15) STREET ADDRESS LINE NO. 2			
(16) CITY		(17) STATE	(18) ZIP CODE
(19) DAYTIME TELEPHONE NUMBER (include area code)		(20) COUNTRY CODE (if not in U.S.A.)	
FCC REGISTRATION NUMBER (FRN) REQUIRED			
(21) APPLICANT (FRN)		FCC USE ONLY	
COMPLETE SECTION C FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET			
(23A) CALL SIGN/OTHER ID <b>WMKT</b>	(24A) PAYMENT TYPE CODE <b>MGT</b>	(25A) QUANTITY <b>1</b>	
(26A) FEE DUE FOR (PTC) <b>\$160.00</b>	(27A) TOTAL FEE <b>\$160.00</b>	FCC USE ONLY	
(28A) FCC CODE 1 <b>215</b>		(29A) FCC CODE 2 <b>Charlevoix, MI</b>	
(23B) CALL SIGN/OTHER ID	(24B) PAYMENT TYPE CODE	(25B) QUANTITY	
(26B) FEE DUE FOR (PTC)	(27B) TOTAL FEE	FCC USE ONLY	
(28B) FCC CODE 1		(29B) FCC CODE 2	
SECTION D - CERTIFICATION			
CERTIFICATION STATEMENT (counsel) I, <u>Cary S. Lepper</u> , certify under penalty of perjury that the foregoing and supporting information is true and correct to the best of my knowledge, information and belief.			
SIGNATURE <u>[Signature]</u>		DATE <u>2/19/2008</u>	
SECTION E - CREDIT CARD PAYMENT INFORMATION			
MASTERCARD _____ VISA _____ AMEX _____ DISCOVER _____			
ACCOUNT NUMBER _____		EXPIRATION DATE _____	
I hereby authorize the FCC to charge my credit card for the service(s)/authorization herein described.			
SIGNATURE _____		DATE _____	

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND MICROPRINTING

**MACDONALD GARBER BROADCASTING**

P.O. BOX 286  
PETOSKEY, MI 49770  
(231) 347-8713

FIRST COMMUNITY BANK  
PETOSKEY, MICHIGAN  
74-6777724

013999

CHECK NO.  
13999

DATE  
Feb 13, 2008

AMOUNT  
\*\*\*\*\*\$160.00

Memo: MKT sta REQUEST

One Hundred Sixty and 00/100 Dollars

PAY

TO THE Federal Communications Comm.  
ORDER Mass Media Services  
OF: ~~XXXXXXXXXXXX~~  
~~XXXXXXXXXXXX~~

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

⑈013999⑈ ⑆072406771⑆ 61018115⑈

# BOOTH, FRERET, IMLAY & TEPPER, P.C.

ATTORNEYS AT LAW

ROBERT M. BOOTH, JR. (1911-1981)  
JULIAN P. FRERET (1918-1999)  
CHRISTOPHER D. IMLAY  
CARY S. TEPPER

BETHESDA OFFICE:  
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FACSIMILE: (301) 718-1820  
TEPPERLAW@AOL.COM

SILVER SPRING OFFICE:  
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SILVER SPRING, MD 20904-6011  
TELEPHONE: (301) 384-5525  
FACSIMILE: (301) 384-6384  
BFITPC@AOL.COM

February 19, 2008

Marlene H. Dortch, Secretary  
Federal Communications Commission  
Media Bureau Services  
P.O. Box 979089  
St. Louis, MO 63197-9000

Re: **WMKT-AM (215)**  
**Charlevoix, MI**

**REQUEST FOR SPECIAL TEMPORARY AUTHORITY  
TO REBROADCAST ON FM TRANSLATOR STATION  
W221BQ @ PETOSKEY, MICHIGAN**

Dear Ms. Dortch:

On behalf of **MacDonald Garber Broadcasting, Inc. ("MGB")**, Licensee of **Radio Station WMKT-AM at Charlevoix, Michigan**, we hereby request approval of Special Temporary Authority ("STA") to rebroadcast WMKT-AM on FM Translator Station W221BQ at Petoskey, Michigan. In support hereof, MGB submits the following:

1. This STA Request is being submitted within the spirit of the Commission's ongoing rule making proposal whereby certain AM broadcast stations are being considered eligible for the rebroadcast of their signal on FM translator stations during nighttime hours. *See, Amendment of Service and Eligibility Rules for FM Broadcast Translator Stations, 22 FCC Rcd 15890 (2007)*. This proposal was recently restated, in part, in the Commission's *Report on Broadcast Localism and Notice of Proposed Rulemaking, MB Docket No. 04-233 (FCC 07-218; released January 24, 2008)*.

2. It is important to note that the proposed rule changes have already been implemented through a trial period, with the Commission granting STAs to several AM broadcast stations wishing to rebroadcast on FM translators. *See, e.g., STA issued to WSNW(AM) @ Seneca, South Carolina (June 5, 2007); STA issued to WOPI(AM) @ Bristol, Tennessee (April 30, 2007); STA issued to WRHI(AM) @ Rock Hill, South Carolina (January 31, 2007)*. Although the facts and circumstances of each situation

are unique, MGB submits that the information submitted herein entitles WMKT-AM to similar STA treatment.

3. Since mid-2003, the WMKT-AM signal has been virtually inaudible at night in the station's community of license primarily as a result of sky wave interference from co-channel broadcast station WXYT-AM at Detroit, Michigan. MGB has communicated with the Commission's Detroit Field Office many times about this matter. Attached hereto as Exhibit No. 1 is the sworn statement of MGB's Chief Engineer, Brian Brachel, wherein substantial detail is provided about the nighttime service problems of WMKT-AM, a brief history of the ongoing interference issues with WXYT-AM, and a general explanation as to how use of FM translator station W221BQ by WMKT-AM will serve the public interest.

4. Please be advised that the 60 dBu contour of FM translator station W221BQ is fully encompassed within the daytime city-grade contour of WMKT-AM. Attached hereto as Exhibit No. 2 is a contour map depicting where the W221BQ 60 dBu contour exists in relation to the daytime city-grade contour of WMKT-AM. We submit the relationship of these two contours meets with the FCC's requirements for the special relief requested herein./<sup>1</sup>

5. MGB further advises the Commission that it is under contract to purchase FM translator station W221BQ, and that the filing of the requisite FCC Assignment Application will take place in the very near future. Attached hereto as Exhibit No. 3 is a copy of the Asset Purchase Agreement for MGB's proposed acquisition of W221BQ.

6. MGB submits that good cause exists for the grant of this STA Request. The AM band suffers from inherent technical limitations that threaten its viability, and the co-channel interference that WMKT-AM receives from WXYT-AM is symbolic of this industry wide dilemma. Radio station WMKT-AM provides substantial community oriented public interest programming that the residents of its community of license cannot hear at night. Grant of this STA Request will allow WMKT-AM to serve its community at night as it is obligated to do so, but unfortunately technically limited from doing so. Thus, the situation here is perfectly ripe for the relief requested.

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<sup>1</sup> Currently, W221BQ is authorized to operate from the WMKT-AM transmitting site. Thus, the translator station is perfectly situated for use by WMKT-AM.

6. Also attached please find the requisite Anti-Drug Abuse Certification, and a check in the amount of \$160.00 (payable to the FCC) as payment of the statutory filing fee.

The foregoing premises considered, MGB respectfully requests that this STA Request be granted.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cary S. Tepper', with a stylized flourish at the end.

Cary S. Tepper

Attachments

cc: Robert Gates (FCC - via hand delivery & email)

**MacDonald Garber Broadcasting, Inc.  
P.O. Box 286  
Petoskey, MI 49770**

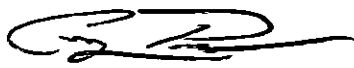
**Section 5301 Anti-Drug Abuse Certification**

Re: WMKT-AM (215)  
FM Translator STA Request

The undersigned counsel for MacDonald Garber Broadcasting, Inc. hereby certifies that neither the corporation, nor any officer or shareholder thereof is subject to a denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988 (21 U.S.C. Section 862).

The foregoing statement is true, and is made under the penalty of perjury under the laws of the United States.

Dated: February 19, 2008

By:   
Cary S. Tepper  
Legal Counsel

**Exhibit No. 1**

**(Supporting Statement of Brian Brachel)**

**WMKT-AM COVERAGE AREA IMPACT STATEMENT  
IN SUPPORT OF THE REQUEST FOR AN STA  
TO REBROADCAST WMKT ON AN FM TRANSLATOR STATION**

**BACKGROUND:**

My name is Brian Edward Brachel GROL # PG-GB-021251. I am the Chief Operator/Engineer for the MacDonald Garber Broadcasting Company in Petoskey, Michigan. I have been asked to provide a written history of the interference problem that WMKT-AM (1270 kHz @ Charlevoix, MI) has encountered with WXYT-AM (1270 kHz @ Detroit, MI). This interference problem occurs not only in and out of Critical Hours in the Day Pattern but also within our Nighttime service area. After numerous discussions with both the FCC Field Office in Detroit, WXYT Engineering and Munn- Reese Broadcast Consultants we have been unable to come up with a solution to this plaguing issue.

As part of the request for a translator STA for WMKT, MacDonald Garber Broadcasting is searching for relief to this interference situation. An FM translator within the WMKT city grade coverage area will assist in giving WMKT listeners an interference free signal so that the WMKT programming can be enjoyed at all times.

Sky wave interference is significantly affecting the performance of the WMKT daytime and nighttime coverage. It is very disturbing for the station's listening audience to hear phase cancellations as well as multiple conversations on the same channel. Previously, WMKT never experienced interference from WXYT when they were at 5kw Non-Directional. Only after the WXYT upgrade to 50kw did we discover a problem.

WXYT was issued a Construction Permit for a 50kw DA2 signal in 2001 and then filed a license application for those facilities in 2004. WMKT began to experience interference issues from WXYT in mid-2003 and more numerous in the beginning of 2004. This prompted a phone call from me on April 23<sup>rd</sup> 2004 to Ralph Hunt, then the engineer for WXYT, explaining the problem. Ralph assured me that he was in tolerance in both Day and Night modes and that there was not much he could do for me. He did say that he would check a couple on monitoring points toward me to see if there was any change.

**NIGHTTIME SERVICE - NIGHT PATTERN DA:**

I live in Charlevoix, Michigan, which is about 12 miles Northeast from the WMKT transmitting site, and I normally don't have any problem listening to the nighttime pattern. The signal strength of WMKT at my home at night is about 9mv/meter. In early May of 2004, I was listening to WMKT in the evening at about 11PM and thought that WMKT was off the air. A quick phone call to the transmitter confirmed that WMKT was indeed still on at full power. I then turned on my calibrated Potomac FIM and saw and heard WMKT and WXYT in deep fades with each other. The FIM was swinging wildly between 1mv and 10mv/meter. When I turned off the WMKT transmitter, WXYT would



peak to 9-10mv and fade. WXYT was the same field strength as WMKT until the sky wave subsided. When both stations were transmitting, both were totally un-listen able. On nights like these I can hear WXYT underneath the WMKT audio only 5 miles from the WMKT transmitting site, which is in the main lobe of the WMKT night pattern.

#### **CRITICAL HOURS SERVICE - DAY PATTERN NON D:**

On May 17, 2004, I conducted field strength readings at my home starting at 0714 EDT and drove toward Ponshevaing, Michigan on US31 and took measurements through Petoskey and different points along the way. I measured WXYT from 150uv to 800uv/m at points along the way. You could hear WXYT under the WMKT audio even within the WMKT 5mv contour. All of this data was forward to Ralph Hunt of WXYT in a letter dated May 17, 2004 for informational purposes. WMKT repeatedly had sky wave interference issues for the summer months in both Day and Night Modes.

#### **INVESTIGATION:**

After discussions with Munn-Reese, I contacted Mr. James Bridgewater of the Detroit Field Office for the FCC in the fall of 2004. He wanted to put me in contact with Mr. David Larabee, an AM Propagation expert with the FCC to discuss the issue. In December of 2004, I forwarded pattern information to Mr. Larabee for his analysis. We had some follow-up discussions and on February 8<sup>th</sup> of 2005 he completed his investigation.

Mr. Larabee could not find anything abnormal with regard to the heavy sky wave that I was receiving. He told me that unfortunately the sky wave propagation models are only based on assumptions and not approximate. The case was referred back to FCC Detroit. Engineer Paul Mako was assigned to find out if WXYT was within licensed parameters in both day and night modes.

In April, Mr. Mako completed his work and informed us that WXYT was within tolerance and there was really nothing that could be done. Interference persisted and in January of 2006 the sky wave was exceptionally heavy that WMKT would receive interference from WXYT through the entire day. This prompted me to take a trip to Detroit to check the parameters myself. The trip occurred on January 24<sup>th</sup> and the 25<sup>th</sup> of 2006. I did measurements toward WMKT and found that the ground wave readings were approximate to the license, however, I did find several cell phone towers close to the north side of the WXYT array were re-radiating badly. Several of them were not skirted and I'm not sure if these re-radiators would cause issues with the WXYT arrays ability to develop the proper and necessary vertical null toward WMKT.

#### **DAY MODE REMEDY:**

Munn Reese performed an engineering study for us to see if we could increase our Daytime Power to overcome the Co-channel interference. WMKT was granted a CP for a power increase to 27kw in the early fall of 2005. We began constructing the CP in

early 2006 and then licensed it in June of 2006. The power increase did help push some of the sky wave back in our daytime pattern but we still have interference from WXYT within our city grade from time to time. Our nighttime interference problem still exists as it always had since WXYT's power increase.

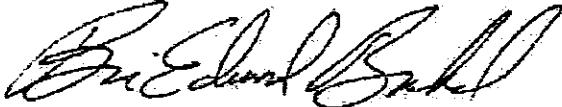
**CONCLUSION:**

In July of 2006, WMKT applied for a 50kw Non-Directional power increase and received a CP in November of 2006 to help limit the Daytime and Critical hours interference from WXYT.

When the Commission proposed using FM Translators for certain AM broadcast stations, MacDonald Garber Broadcasting was excited about the possibility of giving the WMKT listeners the ability to hear the station's programming more clearly and consistently both day and night. Currently WMKT is unable to provide audible nighttime service to its entire community of license and use of an FM translator station in this instance would serve the public interest so that WMKT could truly serve its community both day and night as it is licensed to do.

The foregoing statements are true and are made under the penalty of perjury.

Sincerely,

A handwritten signature in cursive script, appearing to read "Brian Edward Brachel".

Brian Edward Brachel

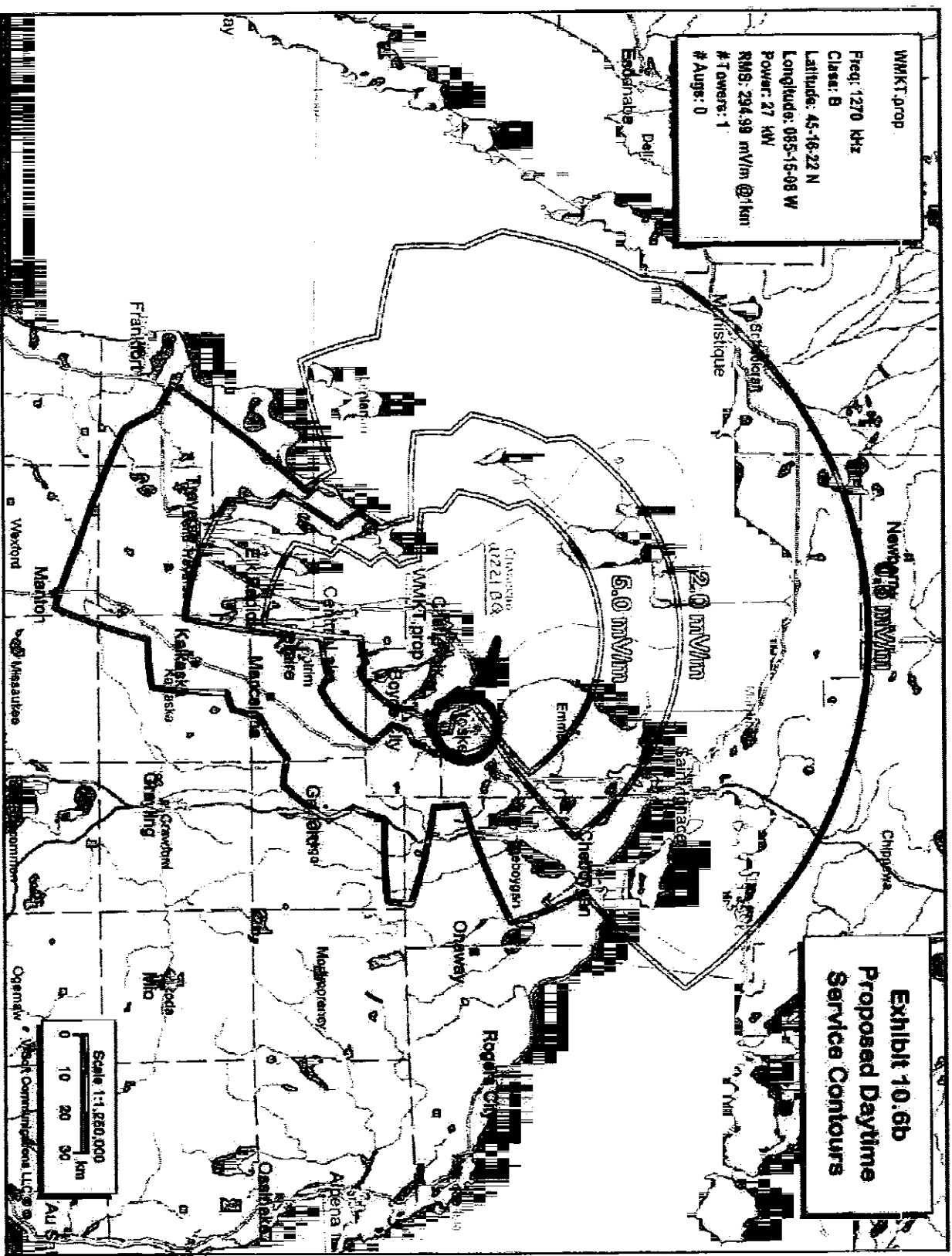
February 12, 2008

**Exhibit No. 2**

**(WMKT-AM / W221BQ Contour Map)**

WMKT.dtop  
Freq: 1270 kHz  
Class: B  
Latitude: 45-18-22 N  
Longitude: 085-15-08 W  
Power: 27 kW  
RMS: 296.98 mV/m @1km  
# Towers: 1  
# Aups: 0

Exhibit 10.6b  
Proposed Daytime  
Service Contours



Scale 1:1,280,000  
0 10 20 30 km  
North Arrow  
Map Communications, LLC © 2005

**Exhibit No. 3**

**(W221BQ Asset Purchase Agreement)**

## **ASSET PURCHASE AGREEMENT**

THIS AGREEMENT, entered into as of this \_\_\_\_ day of February, 2008, by and between GREAT LAKES COMMUNITY BROADCASTING, INC. ("Seller") and MACDONALD-GARBER BROADCASTING, INC. ("Buyer");

### **WITNESSETH:**

WHEREAS, Seller is the Permittee of FM Translator Station W221BQ at Petoskey, Michigan, with license application BLFT-20070525AAA currently pending before the Federal Communications Commission ("FCC"); and,

WHEREAS, Buyer desires to acquire W221BQ once the station's license application is granted, and contingent upon Buyer also securing FCC approval for Special Temporary Authority, a waiver or permanent authority for W221BQ to rebroadcast the signal of Buyer's Standard Broadcast Station WMKT-AM so that WMKT-AM could heard at night in an appreciable portion of its daytime service area, and Seller desires to sell, assign, transfer and convey the same to Buyer pursuant to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS:** Unless otherwise stated in this Agreement, the following terms shall have the following meanings:

a. Closing Date or Closing means a date to be designated by Buyer which shall not be earlier than the tenth (10th) nor later than the forty-fifth (45th) business day after the FCC provides Notice that it has approved and granted the assignment of W221BQ, provided, however, that, in the event of any post-grant protest of the Application, either Seller or Buyer shall have the option to extend the Closing Date to a date not later than the tenth (10th) business day after the Commission's consent and approval has become a Final Order, as defined below, further subject to the prior approval by the FCC of the W221BQ license application and Buyer's STA, waiver or other authority to permit W221BQ to rebroadcast Radio Station WMKT-AM.

(b) Final Order means an Order of the FCC granting its consent and approval to the assignment of the Construction Permits from Seller to Buyer, which is no longer subject to rehearing, reconsideration or review by the FCC, or to a request for stay, an appeal or review by any court under the Communications Act of 1934, or the Rules and Regulations of the FCC.

2. **SALE AND TRANSFER OF ASSETS:** On the Closing Date, Seller agrees to sell and shall sell, transfer, assign, convey and deliver to the Buyer the W221BQ license.

3. **PURCHASE PRICE:** The total consideration to be paid by Buyer to Seller pursuant to this Agreement is One Thousand Five Hundred Dollars (\$ 1,500.00), which shall be paid in full by certified bank check or wire transfer at Closing.

4. **ASSUMED CONTRACTS AND OBLIGATIONS.** No expense, debt or liability of Seller, of any nature whatsoever, shall be assumed by Buyer unless said assumption is set forth in this Agreement, or in any separate written agreements executed by both Buyer and Seller.

5. **TERMINATION:** This Agreement may be terminated at the option of either party upon written notice to the other party if the Closing has not consummated by January 1, 2009, provided however, that neither party may terminate this Agreement if that party is in default hereunder, or if a delay in any decision or determination by the FCC respecting either application has been caused or materially contributed to (i) by any failure of the terminating party to furnish, file or make available to the FCC information within its control; (ii) by the willful furnishing by the terminating party of incorrect, inaccurate, or incomplete information to the FCC, or (iii) by any other action taken by the terminating party for the purpose of delaying the FCC's decision or determination respecting the application.

6. **TRANSFER OF ASSETS:** Seller, on the Closing Date at the Closing Place, will sell, transfer, convey, assign and deliver to Buyer the W221BQ license.

7. **CONSENT OF THE FCC:**

a. It is specifically understood and agreed that the consummation of this Agreement shall be subject to the prior consent of the FCC without conditions materially adverse to the Buyer. Upon the execution of this Agreement, Seller and Buyer will, at their mutual expense, proceed to expeditiously prepare and file with the FCC the requisite Assignment Application (Including Buyer's concomitant STA Request for WMKT-AM) to secure such consent, together with such other necessary instruments and documents as may be required. The parties further agree to tender the said Application to the FCC within ten (10) days of the date of execution of this Agreement, and thereafter to prosecute said Application with diligence, and to cooperate with each other and to use their best efforts to obtain the requisite consent and approval promptly, and to carry out the provisions of this Agreement. Buyer shall be responsible for paying of any FCC filing fees associated with this transaction.

b. Modification Applications. Seller agrees to cooperate with Buyer in the filing of a minor change modification application for W221BQ if in Buyer's sole discretion such an application is desired. Buyer shall bear the costs and expenses it incurs with regard to the preparation, filing and prosecution of any such application. Buyer's obligation to proceed with this transaction shall be contingent upon the successful outcome of such modification application, including the final licensing thereof.

c. License Application Approval. So long as this agreement remains valid, Buyer hereby agrees to provide Seller with any reasonable technical, mechanical and financial assistance needed to secure FCC approval for the pending license application for W221BQ. Such assistance shall be at the direction of Seller, with ultimate authority of such efforts residing with Seller.

8. LEGAL NOTICE: Upon the filing of the assignment application, Seller shall be responsible for, and shall take the necessary steps, to provide such Legal Notice concerning the filing as may be required by the FCC Rules. If requested by Buyer, Seller shall provide Buyer with evidence of Seller's compliance with the Legal Notice requirements.

9. SECTION 73.1150 STATEMENT: Both the Seller and Buyer agree that the Seller has retained no rights of reversion in W221BQ, no right to the reassignment of W221BQ in the future, and has not reserved the right to use the facilities of W221BQ in the future for any reason whatsoever.

10. COMPLIANCE WITH LAWS: Seller has not received any notice asserting noncompliance by it in connection with W221BQ with respect to any applicable local, state or federal (including FCC) statute, rule or regulation. Seller is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency or other governmental authority or any other tribunal duly authorized to resolve disputes in any respect material to the transactions contemplated hereby. There are no applications, complaints or proceedings pending or, to the best of Seller's knowledge, threatened before the FCC relating to W221BQ which would have a material adverse effect on the future operation of W221BQ.

11. COVENANTS, REPRESENTATIONS, WARRANTIES AND INSURANCE:

(a). Seller has full power and authority to enter into this Agreement and is the permittee of W221BQ.

(b). Buyer has full power and authority to enter into this Agreement and has



correctly represented its financial standing to consummate this Agreement.

**12. EXPIRATION OF REPRESENTATIONS AND WARRANTIES:** The representations and warranties of Seller and Buyer contained herein shall expire one (1) year after the Closing.

**13. FCC QUALIFICATIONS:**

(a) Seller is qualified under the Communications Act of 1934, as amended, to assign W221BQ to Buyer.

(b) Seller does not know of any facts relating to Seller which would cause the FCC to deny its consent to the assignment of W221BQ to Buyer, and should any such facts come to Seller's attention, Seller shall promptly notify Buyer thereof and use his reasonable best efforts and take such steps as may be reasonably necessary to remove any such impediment to the Assignment.

**14. SELLER'S PERFORMANCE AT CLOSING:** On the Closing Date at the Closing Place, Seller shall execute and deliver or cause to be delivered to Buyer the following:

(a) An Assignment to Buyer of the W221BQ license, together with any and all other related authorizations.

(b) An Assignment to Buyer of all rights, title and interest in and to the Call Letters W221BQ.

(c) Such other assignments, bills of sale or other instruments as may be required to effectuate this Agreement and the assignment of the W221BQ license from Seller to Buyer.

**15. BUYER'S PERFORMANCE AT CLOSING:** On the Closing Date at the Closing Place, Buyer shall execute the appropriate Closing Documents and deliver to Seller a bank check or wire transfer in the amount of One Thousand Five Hundred Dollars (\$1,500.00).

**16. BENEFIT:** The parties hereto understand and agree that this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

**17. INDEMNIFICATION:**

(a) It is understood and agreed that the Buyer does not assume and shall not be obligated to pay any liabilities of Seller under the terms of this Agreement or otherwise and shall not be obligated to perform any obligations which arise subsequent to the Closing Date or as herein provided. Seller hereby agrees to indemnify and hold Buyer, its successors and assigns, harmless from and against the following:

(i) Any and all claims, liabilities and obligations of every kind and description, contingent or otherwise, arising from or related to the operation of W221BQ prior to the close of business on the Closing Date, including, but not limited to, any and all claims, liabilities and obligations arising or required to be performed prior to the close of business on the Closing Date under any contract or instrument assumed by Buyer hereunder.

(ii) Any and all damages or deficiency resulting from any misrepresentations, breach of warranty or covenant, or nonfulfillment of any agreement or obligation on the part of Seller under this Agreement, or from any misrepresentation in or omission from any certificate or other instrument furnished to the Buyer pursuant to this Agreement or in connection with any of the transactions contemplated hereby.

(iii) Any and all actions, suits, proceedings, damages, assessments, judgments, costs and expenses, including reasonable attorneys' fees incident to any of the foregoing provisions.

(b) If any claim or liability shall be asserted against the Buyer which would give rise to a claim by the Buyer against the Seller for indemnification under the provisions of this Paragraph, the Buyer shall promptly notify the Seller in writing of the same and the Seller shall, at its own expense, defend any such action.

18. **SPECIFIC PERFORMANCE:** Buyer and Seller recognize that if Seller refuses to perform under the provisions of this Agreement, monetary damages alone will not be adequate to compensate Buyer for its injury. Buyer shall therefore be entitled, in addition to any other remedies that may be available, to obtain specific performance of the terms of this Agreement.

19. **OTHER DOCUMENTS:** The parties shall execute such other documents as may be necessary and desirable to the implementation and consummation of this

Agreement.

20. **BROKER**: The Seller and Buyer agree that no broker was involved in this transaction.

21. **ATTACHMENTS**: All Attachments to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. If any provision in any Attachment conflicts with or is not consistent with the provisions of this Agreement, the terms of this Agreement shall govern.

22. **NO INCONSISTENT ACTIONS**. Neither the Seller nor the Buyer shall take any action which is materially inconsistent with its obligations under this Agreement.

23. **ENTIRE AGREEMENT**: This Agreement is the only Agreement between the parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like instrument.

24. **NOTICES**: All necessary notices required under this Agreement shall be sent first-class mail, postage pre-paid, to the following:

If to Seller: James J. McCluskey  
Great Lakes Community Broadcasting,  
Inc.  
P.O. Box 334  
Stanwood, MI 49346

If to Buyer: Patricia MacDonald Garber  
MacDonald Garber Broadcasting, Inc.  
P.O. Box 286  
Petoskey, MI 49770

With a copy to: Cary S. Tepper, Esq.  
Booth, Freret, Imlay & Tepper, PC  
7900 Wisconsin Avenue  
Suite 304  
Bethesda, MD 20814-3628

25. **GOVERNING LAW**: This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan.

26. **COUNTERPARTS:** This Agreement may be executed in counterparts.

27. **HEADINGS:** The headings of the Paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only, and in no way define, limit or describe the scope of this Agreement nor the intent of any Paragraph hereof.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals.

**GREAT LAKES COMMUNITY  
BROADCASTING, INC.  
(Seller")**

**MacDONALD GARBER  
BROADCASTING, INC.  
(Buyer")**

By: *Dr. James J. McCluskey*

James J. McCluskey  
President

Date: Feb. 8, 2008

By: \_\_\_\_\_

Patricia MacDonald Garber  
President

Date: \_\_\_\_\_

Feb 08 08 2008

26. **COUNTERPARTS:** This Agreement may be executed in counterparts.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

GREAT LAKES COMMUNITY  
BROADCASTING, INC.  
(Seller)

By: 

James J. McCloskey  
President

Date: Feb. 8, 2008

MacDONALD GARNER  
BROADCASTING, INC.  
(Buyer)

By: 

Patricia MacDonald Garber  
President

Date: 2/8/08