

**Exhibit 4**

**Description: Agreements for Sale of Station**

**Attachment 4**

**Asset Purchase Agreement**

## **ASSET PURCHASE AGREEMENT**

THIS AGREEMENT, dated as of August 31<sup>st</sup>, 2004, is by and between Reichel Broadcasting Corporation, a Missouri corporation ("*Seller*"), and Twenty-One Sound Communications, Inc. ("*Buyer*").

WHEREAS, Seller holds a construction permit from the Federal Communications Commission ("*FCC*") for radio broadcast station KESY(FM), Facility ID 79236, Cuba, Missouri, File No. BPH-19960207MB as modified by BMPH-20040120AFT (the "*Permit*"); and

WHEREAS, Seller desires to assign and Buyer desires to acquire the Permit;

NOW, THEREFORE, in consideration of the agreements set forth below, the parties, intending to be legally bound, agree as follows:

### **1. Purchase and Sale of Permit and Real Estate**

**1.1 Assignment of Permit and Other Assets.** At the closing of this transaction (the "*Closing*"), Seller shall assign to Buyer, and Buyer shall purchase from Seller, the Permit, as well as the real property associated therewith and more fully described on Schedule 1.1 hereto (the "*Real Property*"), each free and clear of all liabilities and obligations, restrictions, security interests, liens, encumbrances and liabilities of any kind or nature whatsoever.

**1.2 Purchase Price and Method of Payment.** The purchase price for the Permit and Real Property shall be Four Hundred Thousand Dollars (\$400,000.00) (the "*Purchase Price*"), payable to Seller in the following manner:

(a) Contemporaneously with the execution of this Agreement, Buyer shall deposit into escrow pursuant to an escrow agreement in the form heretofore agreed upon by Buyer and Seller and executed contemporaneously herewith (the "*Escrow Agreement*") Seventeen Thousand Five Hundred Dollars (\$17,500) in immediately available federal funds ("*the Escrow Amount*"). Upon Closing of the sale provided for herein, the Escrow Amount shall be delivered to Seller and any accrued interest thereon shall be delivered to Buyer. In the event that this transaction fails to close and this Agreement is terminated by Seller pursuant to Section 8(a), then the Escrow Amount, plus any interest accrued thereon, shall be forfeited to Seller pursuant to Section 9.2 of this Agreement.

(b) At the Closing, Buyers shall pay to Seller an additional Thirty-Two Thousand Five Hundred Dollars (\$32,500) by certified or bank cashier's check or wire transfer of immediately available federal funds.

(c) At Closing, or if the FCC application for license to cover the KESY(FM) Permit has not yet been granted at Closing, within three (3) business days after the grant of the license application to cover the Permit for KESY(FM), Buyer shall pay to Seller an additional Fifty Thousand Dollars (\$50,000) in immediately available federal funds. If Buyer fails to pay when due the amount provided for in this subsection (c), interest on such amount will accrue from the date payment was due to the date such payment is made at a per annum rate equal to the Prime Rate as published in the Wall Street Journal *plus* four percentage points, and such interest shall be payable upon demand.

(d) On July 1, 2005, Buyer shall pay to Seller an additional One Hundred Thousand Dollars (\$100,000) in immediately available federal funds.

(e) On July 1, 2006, Buyer shall pay to Seller an additional One Hundred Thousand Dollars (\$100,000) in immediately available federal funds.

(f) On July 1, 2007, Buyer shall pay to Seller an additional One Hundred Thousand Dollars (\$100,000) in immediately available federal funds.

At the Closing, Buyer shall deliver to Seller a non-interest bearing promissory note personally guaranteed by Randy Wachter evidencing the payment obligations set forth in Section 1.2(d)(e) and (f) above in a form reasonably satisfactory to Seller.

(g) Buyer and Seller shall allocate the Purchase Price as set forth on Schedule 1.4.

**1.3 Closing Date.** The Closing shall take place on the third business day following the initial grant of the consent by the FCC or its staff on delegated authority to the FCC Application (the "*Closing Date*"). The Closing shall take place at the offices of Leventhal, Senter & Lerman P.L.L.C., 2000 K Street, N.W., Suite 600, Washington, D.C. 20006 or at such other location as may be mutually agreeable to the parties.

**1.4 Public Notice.** Seller shall arrange for publication of a public notice of the proposed transaction, as required under Section 73.3580 of the FCC's rules.

## **2. Representations and Warranties of Seller**

**2.1 Due Authorization by Seller.** Seller is duly incorporated and in good standing under the laws of the State of Missouri. Seller has all necessary power and authority to enter into and to perform this Agreement and the transactions

contemplated hereby. This Agreement constitutes a legal, valid and binding agreement of Seller enforceable in accordance with its terms except as limited by laws affecting creditors' rights or equitable principles generally.

**2.2 Commission Authorizations.** Copies of the Permit are attached to this Agreement as Exhibit 2.2. The Permit is in full force and effect, and has an expiration date of December 31, 2004. There are no applications pending before the FCC relating to the Permit. The Permit is not subject to any restriction with respect to the transferability thereof. Seller has complete and unrestricted power and right to sell, assign, convey and deliver the Permit to Buyer as contemplated hereby. Seller makes no representation that it is possible to construct the KESY facilities prior to the Permit's expiration.

**2.3 Real Property.** Seller has fee simple title to the Real Property described on Schedule 1.1 as being so owned. Seller has delivered to Buyer copies of all title insurance binders in favor of Seller or any mortgagee of Seller applicable to the Real Property and evidence of Seller's title to the Real Property in the form of a commitment for an A.L.T.A. owner's policy of title insurance, with standard exceptions. It is a condition to Closing that Seller provide Buyer at their shared expense with a comparable A.L.T.A. owner's title insurance policy to be effective on the Closing Date, insuring Buyer as the owner of each such Real Property interest, free and clear of all liens and encumbrances other than those listed on Schedule B-Section II on the binder already delivered by Seller to Buyer.

**2.4 Absence of Conflicting Agreements; No Violation of Law.** The execution, delivery and performance of this Agreement by Seller (a) will not violate any provisions of Seller's organizational documents; (b) will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority to which Seller is a party or the Permit is bound; (c) will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under any contract, agreement, instrument, license or permit to which either Seller or the Permit is now subject; and (d) will not result in the creation of any lien, charge or encumbrance on the Permit.

**2.5 Absence of Litigation.** To Seller's knowledge, there are no applications, complaints, proceedings, investigations or inquiries pending or threatened against Seller or the Permit before the FCC or any federal, state or local court other than proceedings affecting the broadcasting industry generally.

### **3. Representations and Warranties of Buyer**

**3.1 Due Authorization by Buyer.** Buyer is duly incorporated and in

good standing under the laws of the State of Missouri. Buyer has all necessary power and authority to enter into and to perform this Agreement and the transactions contemplated hereby. This Agreement constitutes a legal, valid and binding agreement of Buyer enforceable in accordance with its terms except as limited by laws affecting creditors' rights or equitable principles generally.

**3.2 Buyer's Qualifications.** Buyer is legally, financially, and otherwise qualified to acquire the Permit and does not know of any facts which would disqualify him under the Communications Act of 1934, as amended, or the rules, regulations and policies of the FCC, to hold the Permit. Should any such facts come to Buyer's attention, Buyer shall promptly notify Seller thereof, and use diligent efforts to take such steps as may be necessary to remove such disqualifications.

**3.3 Buyer's Assumption of Construction Risk Upon Consummation of Agreement.** Buyer acknowledges that the Permit expires on December 31, 2004 and that if the facilities authorized by the Permit or any modification thereof (the "*Facilities*") are not constructed by that date, the Permit will be forfeited and void. Upon consummation of this Agreement, it will be Buyer's sole responsibility to construct the Facilities, and Buyer assumes all risk that it will be able to construct the Facilities prior to the Permit's expiration, at the currently specified site or another site of Buyer's choosing.

#### **4. Mutual Covenants and Further Agreements**

**4.1 Application for FCC Consent and Approval.** Within five (5) days after the date hereof, Seller and Buyer shall jointly file an application with the FCC requesting its consent to the assignment of the Permit from Seller to Buyer (the "*FCC Application*"). The parties will cooperate and take all steps necessary or proper to prosecute the FCC Application diligently and expeditiously.

**4.2 Control of Permit.** This Agreement shall not be consummated, and control of the Permit shall not pass to Buyer, until the FCC has granted the FCC Application.

**4.3 Expenses.** In addition to the Purchase Price, Buyer shall pay all sales, documentary, transfer or other taxes assessed in connection with the transfer and assignment of the Permit hereunder. Buyer and Seller agree to equally share the cost of the FCC filing fee related to the FCC Application and the costs (including the cost of title insurance) assessed by Commonwealth Land Title Insurance Company in connection with the transfer and assignment of the Real Property.

**4.4 Brokers and Consultants.** Except as set forth on Schedule 4.4, the parties represent and warrant to each other that the execution, delivery and the consummation of this Agreement and the consummation of the transactions contemplated hereby will not give rise to any valid claim against any of the parties

hereto for a finder's fee, brokerage claim, or other like payment. Seller shall be responsible for all fees to the broker identified on Schedule 4.4.

**4.5 Construction of the Facilities.** Upon consummation, Buyer shall promptly and diligently take all steps necessary to complete construction of the Facilities and file and secure approval of the license application from the FCC for the operation of KESY(FM). Seller will cooperate in the filing of any minor change application to modify the Permit upon Buyer's request.

**4.6 Further Assurances.** The parties hereto agree to execute and deliver or cause to be executed and delivered at the Closing and at other reasonable times such additional instruments as the other party may reasonably request for the purpose of carrying out this Agreement.

**5. Conditions to the Obligations of Buyer.** The obligations of Buyer to consummate the transactions herein contemplated are subject to the satisfaction on or before the Closing Date of the following conditions:

**5.1 FCC Approval.** The FCC or its staff acting pursuant to delegated authority shall have initially granted the FCC Application, without any condition materially adverse to Buyer.

**5.2 Valid Permit.** On the Closing Date, the Permit shall be in full force and effect.

**5.3 Representations, Warranties and Covenants.** All representations and warranties made by Seller in this Agreement shall be true and complete in all material respects on and as of the Closing Date as if made on and as of that date, and Seller shall have complied with or performed all of the terms, covenants and conditions to be complied with and performed by Seller on or prior to the Closing Date.

**5.4 Delivery of Closing Documents.** Seller shall have delivered to Buyer on or before the Closing Date the following:

(a) an executed assignment and assumption agreement for the transfer of the Permit (the "Assumption Agreement");

(b) an executed general warranty deed in the usual form in the State of Missouri conveying good and marketable title to the Real Property owned by Seller, with all required documentary stamps attached and in proper form for recording;

(c) a certificate signed by an authorized officer of Seller certifying to the accuracy of the matters set forth in Section 5.3; and

(d) such other instruments or documents as Buyer may reasonably request to effectuate the consummation of the transactions contemplated hereunder.

**6. Conditions to the Obligations of Seller.** The obligations of Seller to consummate the transactions herein contemplated are subject to the satisfaction on or before the Closing Date of the following conditions:

**6.1 FCC Approval.** The FCC or its staff acting pursuant to delegated authority shall have initially granted the FCC Application, without any condition materially adverse to Seller.

**6.2 Payment of Purchase Price.** On the Closing Date, Buyer shall have paid certain portions of the Purchase Price to Seller as provided for in Section 1.2(b) and (c).

**6.3 Representations, Warranties and Covenants.** All representations and warranties made by Buyer in this Agreement shall be true and complete in all material respects on and as of the Closing Date as if made on and as of that date, and Buyer shall have complied with or performed all of the terms, covenants and conditions to be complied with and performed by Buyer on or prior to the Closing Date.

**6.4 Delivery of Closing Documents.** Buyer shall have delivered to Seller on or before the Closing Date the following:

(a) the Assumption Agreement executed by Buyer;

(b) a certificate signed by Buyer or an authorized officer of Buyer's designated assignee certifying to the accuracy of the matters set forth in Section 6.3; and

(c) such other instruments or documents as Seller may reasonably request to effectuate the consummation of the transactions contemplated hereunder.

**7. Survival of Warranties and Representations; Indemnification.** Except for the payment of the Purchase Price, as provided for in Section 1.2 which obligation shall survive until paid in full, the representations, warranties, covenants and

agreements contained herein shall survive the Closing for a period of one (1) year. Each of Buyer and Seller (the "*Indemnifying Party*") shall indemnify, defend and hold harmless the other, its successors and assigns (the "*Indemnified Party*") from and against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees and related expenses) ("*Costs*") asserted against or incurred by the Indemnified Party and resulting from any misrepresentation or material breach of warranty, covenant or other agreement by the Indemnifying Party in this Agreement. Further, (i) Buyer agrees to indemnify and hold harmless Seller and its successors and assigns from and against any and all Costs which may be sustained, suffered or incurred by Seller or its successors or assigns arising from or by reason of Buyer's ownership or operation of the Permit or the associated broadcast station on or after the Closing Date; and (ii) subject to Section 3.3 hereof, Seller agrees to indemnify and hold harmless Buyer and its successors and assigns from and against any and all Costs which may be sustained, suffered or incurred by Buyer or its successors or assigns arising from or by reason of Seller's ownership or operation of the Permit or the associated broadcast station before the Closing Date.

**8. Termination.** This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in material breach of this Agreement, upon written notice to the other upon occurrence of any of the following:

- (a) if, on or prior to the Closing, the other party defaults in any material respect in the observance or in the due and timely performance of any of the covenants and agreements contained herein and such default has been neither cured within seven (7) days after written notice of such default;
- (b) if the FCC denies the FCC Application or designates it for a trial-type hearing;
- (c) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing; or
- (d) if the Closing has not occurred by October 22, 2004.

The termination of this Agreement under this Section 8 shall not relieve any party of any liability for breach of Agreement prior to the date of termination.

**9. Termination by Seller.** If by the Closing Date, Seller cannot show good and merchantable title to the Real Property, free and clear of all liens, mortgages, easements, restrictions, encroachments, and other claims and encumbrances other than those listed on Schedule B-Section II on the binder already delivered by Seller to Buyer, then Buyer may elect to terminate this Agreement and Buyer shall be entitled to the return of the Earnest Amount plus any interest accrued thereon as a result of such termination.



**10. Remedies Upon Default.**

**10.1 Default by Seller; Specific Performance.** If Seller breaches or defaults in its obligations under this Agreement, Buyer may pursue any legal or equitable remedies available to it and shall be entitled to obtain from Seller court costs and reasonable attorneys' fees and expenses incurred by it in enforcing its rights hereunder. Seller recognizes that, in the event Seller defaults in the performance of its obligations under this Agreement, monetary damages alone shall not be adequate. In such event, Buyer shall be entitled to obtain specific performance of the terms of this Agreement and Seller shall not oppose such right. As a condition to seeking specific performance, Buyer shall not be required to have tendered the Purchase Price specified in Section 1.2 of this Agreement, but shall be ready, willing and able to do so. Under no circumstances shall either party be entitled to obtain punitive damages.

**10.2 Default by Buyer.** If this Agreement is terminated by Seller prior to November 1, 2004, pursuant to Section 8(a) as a result of a breach or default by Buyer of its representations, warranties, covenants or obligations hereunder, then Seller shall be entitled to receive the Escrow Amount, plus any interest accrued thereon. If this Agreement is terminated by Seller on or after November 1, 2004, pursuant to Section 8(a) as result of a breach or default by Buyer of its representations, warranties, covenants or obligations hereunder, then Seller shall be entitled to damages in the amount of the full Purchase Price, and the Escrow Amount, plus any interest accrued thereon, shall be promptly paid to Seller as partial payment of Seller's damages.

**11. Notices.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request.

If to Seller:

Reichel Broadcasting Corporation  
3333 S. Atlantic Avenue  
Suite 1404  
Daytona Beach Shores, FL 32118  
Attention: Norris Reichel  
Telephone: (386) 304-7133  
Fax: (386) 304-7133

with a copy that shall not constitute notice to:

Leventhal, Senter & Lerman P.L.L.C.  
2000 K Street, N.W., Suite 600  
Washington, DC 20006  
Attention: Howard A. Topel, Esq.

Telephone: (202) 429-8970  
Fax: (202) 293-7783

If to Buyer:

Twenty-One Sound Communications, Inc.  
3418 Douglas Road  
Florissant, MO 63034  
Attention: Randy Wachter  
Telephone: (314) 921-9330

with a copy that shall not constitute notice to:

Shainis & Peltzman, Chartered  
1850 M Street, NW  
Suite 240  
Washington, DC 20036  
Attention: Lee J. Peltzman, Esq.  
Telephone: 202-293-0569  
Fax: 202 293-0810

Any such notice, demand or request shall be deemed to have been duly delivered and received (i) on the date of personal delivery, or (ii) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, or (iii) on the date of a signed receipt, if sent by an overnight delivery service.

**12. Benefit and Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. This Agreement and the rights of the parties hereunder may not be assigned, except that either Buyer or Seller may assign its respective rights and interests under this Agreement to any entity under common ownership and control therewith.

**13. Entire Agreement.** This Agreement and the exhibits and schedules hereto embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension or discharge is sought.

**14. Headings.** The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this

Agreement.

**15. Governing Law.** The construction and performance of this Agreement shall be governed by the laws of the State of Missouri without regard to its principles of conflict of law.

**16. Counterparts.** This Agreement may be executed in one or more counterparts or duplicate originals all of which when taken together shall constitute one agreement. Signatures of the parties transmitted electronically or by facsimile shall be deemed original signatures and constitute effective execution and delivery of this Agreement.

**17. Definitions.** Unless otherwise stated in this Agreement, the following terms when used herein shall have the meanings assigned to them below (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

“*Buyer*” shall have the meaning set forth in the preamble to this Agreement.

“*Closing*” shall mean the closing of the transaction contemplated by Section 1.1.

“*Closing Date*” shall have the meaning set forth in Section 1.3.

“*Facilities*” shall have the meaning set forth in Section 3.3.

“*FCC*” shall mean the Federal Communications Commission.

“*FCC Application*” shall have the meaning set forth in Section 4.1.

“*Indemnified Party*” shall have the meaning set forth in Section 7.

“*Indemnifying Party*” shall have the meaning set forth in Section 7.

“*Permit*” shall have the meaning set forth in the recitals to this Agreement.

“*Purchase Price*” shall have the meaning set forth in Section 1.2.

“*Seller*” shall have the meaning set forth in the preamble to this Agreement.

Aug-30-04 01:42pm From-

T-202 P.003/003 F-926

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on  
the day and year first written above.

REICHEL BROADCASTING CORPORATION

By: Norris Reichel  
Norris Reichel  
President

TWENTY ONE SOUND  
COMMUNICATIONS, INC.

By: \_\_\_\_\_  
Randy Wachter  
President

\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

REICHEL BROADCASTING CORPORATION

By: \_\_\_\_\_  
Norris Reichel  
President

TWENTY-ONE SOUND  
COMMUNICATIONS, INC.

By: Randy Wachter  
Randy Wachter  
President  
President

**Schedule 1.1**

Description of Real Property

A TRACT OF LAND BEING A PART OF A TRACT OF LAND AS DESCRIBED IN BOOK 409, AT PAGE 122, CRAWFORD COUNTY RECORDS, SAID TRACT BEING A PART OF THE EAST HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 5 WEST, CRAWFORD COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF THE SAID EAST HALF OF LOT 1; THENCE SOUTH 88° 45' EAST, ALONG THE NORTH LINE OF SAID LOT 1, 343.0 FEET, TO AN IRON PIN; THENCE SOUTH 2° 48' WEST, 560.27 FEET, TO THE CENTERLINE OF A COUNTY ROAD; THENCE NORTH 37° 09' WEST, ALONG SAID CENTERLINE 121.97 FEET; THENCE ALONG SAID CENTERLINE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 541.16 FEET, AND AN ARC LENGTH OF 320.42 FEET, TO THE WEST LINE OF SAID EAST HALF OF LOT 1; THENCE NORTH 02° 48' EAST, 285.11 FEET, TO THE POINT OF BEGINNING.

#### **Schedule 1.4**

##### **Allocation of Purchase Price**

Buyer and Seller shall allocate the Purchase Price as follows:

Real Estate - \$50,000

Construction Permit and Goodwill - \$350,000

For purposes of this Agreement, the Escrow Amount of Seventeen Thousand Five Hundred Dollars (\$17,500) and the additional payment made at Closing of Thirty-Two Thousand Five Hundred Dollars (\$32,500) shall together be deemed as payment for the Real Estate.



**Schedule 4.4**

Cox & Cox Media Brokers

**Exhibit 2.2**

Attached are copies of the Permit

**United States of America**  
**FEDERAL COMMUNICATIONS COMMISSION**  
**FM BROADCAST STATION CONSTRUCTION PERMIT**

Authorizing Official:

Official Mailing Address:

REICHEL BROADCASTING CORPORATION  
3333 S. ATLANTIC AVE.  
#1404  
DAYTONA BEACH SHORES FL 32118

George H. Gwinn  
Supervisory Engineer  
Audio Division  
Media Bureau

Facility ID: 79236

Grant Date: May 07, 2004

Call Sign: KESY

The authority granted herein has no effect on the expiration date of the underlying construction permit.

Permit File Number: BMPH-20040120AFT

This permit modifies permit no.: BPH-19960207MB

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.

Name of Permittee: REICHEL BROADCASTING CORPORATION

Station Location: MO-CUBA

Frequency (MHz): 107.3

Channel: 297

Class: C3

Hours of Operation: Unlimited

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

Transmitter output power: As required to achieve authorized ERP.

Antenna type: Non-Directional

Antenna Coordinates: North Latitude: 38 deg 02 min 43 sec  
West Longitude: 91 deg 30 min 08 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	25.0	25.0
Height of radiation center above ground (Meters):	66	66
Height of radiation center above mean sea level (Meters):	386	386
Height of radiation center above average terrain (Meters):	100	100

Antenna structure registration number: 1243018

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 Permittee has specified use of an EPA Type (4) antenna to demonstrate compliance with the FCC radiofrequency electromagnetic field exposure guidelines. If any other type of antenna is to be used with the facilities authorized herein, THE AUTOMATIC PROGRAM TEST PROVISIONS OF 47 C.F.R. SECTION 73.1620 WILL NOT APPLY. In this case, a FORMAL REQUEST FOR PROGRAM TEST AUTHORITY must be filed in conjunction with FCC Form 302-FM, application for license, BEFORE program tests will be authorized. This request should be made at least 10 days prior to the date on which program tests are desired to commence. The request must include a revised RF field showing to demonstrate continued compliance with the FCC guidelines.

Documentation demonstrating compliance with the FCC radiofrequency field exposure guidelines may be submitted in advance of the filing of FCC Form 302-FM. The Commission's staff will review it for compliance and respond by letter stating whether automatic PTA has been reinstated.

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

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

United States of America  
**FEDERAL COMMUNICATIONS COMMISSION**  
**FM BROADCAST STATION CONSTRUCTION PERMIT**

Authorizing Official:

Official Mailing Address:

REICHEL BROADCASTING CORPORATION  
3333 S. ATLANTIC AVE.  
#1404  
DAYTONA BEACH SHORES FL 32118

James D. Bradshaw  
Associate Chief  
Audio Division  
Media Bureau

Facility ID: 79236

Grant Date: December 31, 2001

Call Sign: KESY

This permit expires 3:00 a.m.  
local time, 36 months after the  
grant date specified above.

Permit File Number: BPH-19960207MB

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.

Name of Permittee: REICHEL BROADCASTING CORPORATION

Station Location: MO-CUBA

Frequency (MHz): 107.3

Channel: 297

Class: C3

Hours of Operation: Unlimited

Callsign: KESY

Permit No.: BPH-19960207MB

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

Transmitter output power: As required to achieve authorized ERP.

Antenna type: Non-Directional

Antenna Coordinates: North Latitude: 38 deg 05 min 40 sec

West Longitude: 91 deg 21 min 26 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	25.0	25.0
Height of radiation center above ground (Meters):	62	62
Height of radiation center above mean sea level (Meters):	367	367
Height of radiation center above average terrain (Meters):	100	100

Antenna structure registration number: 1230622

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 The permittee/licensee must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.
- 2 The grant of this permit is conditioned upon the final outcome of MM Dockets 89-120 and 92-214. The final outcome of those proceedings may require a change in frequency, class, or site location. Accordingly, any construction undertaken pursuant to this permit is at the permittee's sole risk. See Meridian Communications, 2 FCC RCD 5904 (Rev. Rd. 1987).

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