

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made as of this 21st day of Nov, 2007, by and among Sound Media, Inc., a North Carolina Corporation, ("Seller"), and Catawba Broadcasting, LLC, a District of Columbia, limited liability company ("Buyer").

Recitals

- A. Seller is the owner Class A of television station WTBL-LP, Lenoir, North Carolina (the "Station").
- B. Seller has agreed to sell the Station to Buyer, on the terms and conditions set forth herein.

Agreements

In consideration of the foregoing, and the mutual covenants and agreements set forth below, Seller and Buyer hereby agree as follows:

1. **Application.** The parties shall cooperate in the prompt preparation and filing of an application with the Federal Communications Commission (the "Commission") for consent to the assignment of the licenses and authorizations issued by the Commission for the Station (the "Licenses") from Seller to Buyer. Such application is to be filed within seven (7) business days of the date of this Agreement, with the parties to each pay one-half of the necessary filing fee to the Commission. The parties shall cooperate in the diligent submission of any additional information requested or required by the Commission with respect to such application, and shall take all steps reasonably required for the expeditious prosecution of such application to a favorable conclusion.
2. **Assets To Be Conveyed.** On the Closing Date, as defined in Section 11 hereof, Seller will assign, transfer, convey and deliver to Buyer:

- a. The Licenses and authorizations identified on Schedule A hereto.
- b. The tangible personal property, whether owned or leased, located at or used in the operation of the Station, including that property identified on Schedule B hereto, but excluding any property identified on Schedule B as an excluded asset, and including, but not limited to, all replacements and additions thereto between the date of this Agreement and the Closing Date.
- c. The intangible property or property rights of the Station, including equipment warranties, goodwill, call sign(s), and non-financial books and records, but excluding Seller's corporate books and records, cash or cash equivalents, deposits, prepaid items, accounts receivable, music licenses and pension or deferred compensation plans as of the Closing Date.
- d. The contracts and agreements relating to the operation of the Station listed and described on Schedule C hereto, but excluding all insurance contracts or rights thereunder, labor or employment contracts and pension, 401(k) or deferred compensation plans or agreements.
- e. The interests in real property used in the operation of the Station, as listed and described on Schedule D hereto.

The foregoing assets to be conveyed to Buyer (the "Purchased Assets") are to be conveyed through bills of sale, assignments, deeds or other documents of transfer (the "Closing Documents") customary for such purpose and satisfactory in form and substance to Buyer, Seller, and their respective counsel. The Purchased Assets are to be conveyed to Buyer free and clear of any claims, liabilities, mortgages, deeds of trust, assignments, liens, pledges, conditions, exceptions, restrictions, limitations, charges, security interests or other encumbrances of any nature whatsoever (collectively, "Liens") except for (i) contractual liabilities accruing or

attributable to the period after the Closing Date under the contracts assigned to Buyer; (ii) liens for taxes not yet due and payable; and (iii) any presently existing easements, rights of way and other restrictions of record on the interests in real property described on Schedule D (collectively, "Permitted Liens"). Seller shall be responsible for obtaining any title report or lien search to verify the foregoing.

3. Purchase Price. The purchase price ("Purchase Price") to be paid on the Closing Date by Buyer for the Purchased Assets shall be Two Hundred Thousand Dollars (\$200,000), plus or minus any prorations pursuant to Section 7 hereof, to be paid to Seller at Closing by a bank wire transfer in immediately available funds. Upon the full and complete execution of the Asset Purchase Agreement by Buyer and Seller, in accordance with the Escrow Agreement attached as Exhibit A, Buyer shall deliver an earnest money deposit in the amount of Twenty Thousand Dollars (\$20,000) ("Escrow Deposit"). The Escrow Deposit shall be applied toward the Purchase Price and shall be released pursuant to the terms of an Escrow Agreement.

4. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer that:

a. Seller is and as of the Closing Date will be a corporation duly organized, validly existing and in good standing in North Carolina.

b. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by the directors of Seller. No other or further corporate act on the part of Seller is necessary to authorize this Agreement or the consummation of the transaction contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

c. Subject to obtaining the approval of the Commission, the execution, delivery and performance of this Agreement (i) does not require the consent of any third party (other than as disclosed on Schedule C) and (ii) will not conflict with, result in a breach of, or constitute a default under any agreement or instrument to which Seller is a party or by which Seller is bound or under any law, judgment, order, decree, rule or regulation of any court or governmental body which is applicable to Seller or the Station.

d. Seller is and as of the Closing Date will be in material compliance with all applicable laws, including the Communications Act of 1934, as amended, and the rules and regulations of the Commission.

e. The Purchased Assets are and on the Closing Date will be in compliance with all applicable laws.

f. Seller knows of no reason related to its qualifications which would disqualify it from holding the Licenses or assigning the Licenses to Seller. Seller has all the Licenses and consents required for the operation of the Station. The Licenses are valid and in full force and effect and constitute all of the authorizations issued by the FCC in connection with the operation of the Station. None of the Licenses is subject to any restriction or condition that would limit in any material respect the operation of the Station as now conducted.

g. Seller has, and on the Closing Date will have, good and marketable title to all the Purchased Assets, free and clear of all Liens, except as stated at Section 2 above. None of the Purchased Assets are subject to any restrictions with respect to the transferability thereof. Subject to the prior approval of the Commission, Seller has complete and unrestricted power and right to sell, assign, convey and delivery the Purchased Assets to Buyer as contemplated hereby.

At Closing, Buyer will receive good and marketable title to all the Purchased Assets, free and clear of all Liens of any nature whatsoever except for Permitted Liens.

h. Schedule C and Schedule D contain true and complete copies of all deeds, leases or other instruments pertaining to the real property included in the Purchased Assets. Except as shown on Schedule D, Seller has good and marketable fee simple title, insurable at standard rates and without material exceptions or reservations, to the owned real property included in the Purchased Assets. Except as shown on Schedule D, all of the Station's towers, guy anchors, buildings or other improvements are located entirely on such real property. Seller has not received and is not aware of any complaint, order, citation or notice from any person or entity concerning any environmental, health or safety matters affecting such real property.

i. Seller owns and has good title to the personal property described in Schedule B. Except as noted on Schedule B, all items of transmitting equipment and studio equipment included therein are in good operating condition (subject to normal wear and tear), are suitable for their intended use and will permit Buyer to operate in accordance with the terms of the Licenses.

j. The Purchased Assets include all of the assets that are necessary to operate WTBL-LP as it is currently operated.

k. All of the contracts, agreements and interests listed and described on Schedule C are in effect, except as specifically noted on Schedule C and in Section 2.d hereof. Seller has not breached any of such contracts or agreements and is not aware of any material breach of any of such contracts or agreements by any party thereto.

l. Seller is not aware of any environmental condition that would constitute a material hazard for purposes of Section 10.e hereof, but Seller has not conducted an

environmental inspection of the Purchased Assets and does not warrant that such an environmental inspection would not reveal any material hazard.

m. Seller is not a party to any collective bargaining agreement with any trade union and is not aware of any trade union organization effort by or with respect to any of the employees of Seller. Buyer shall be under no obligation to hire or retain any employee of Seller or to assume any liability whatsoever for any employment contract or employee benefit program created by or existing with Seller.

5. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that:

a. This Agreement constitutes a legal, valid and binding obligation of Buyer, enforceable in accordance with its terms.

b. Buyer knows of no reason related to its qualifications that would disqualify it from acquiring the Licenses from Seller.

c. Buyer has the financial resources necessary to consummate the purchase contemplated by this Agreement.

6. Expenses. The expenses involved in the preparation and consummation of this Agreement shall be borne by the party incurring such expense.

7. Assumption of Liabilities and Proration of Income and Expenses. As of the Closing Date, Buyer shall be responsible for paying, discharging and performing (i) all obligations and liabilities of Seller arising after the Closing Date under the Licenses and the contracts and other instruments assigned to and assumed by Buyer on the Closing Date, and (ii) all obligations and liabilities arising out of events occurring on or after the Closing Date related to Buyer's ownership of the Purchased Assets or its conduct of the business or operations

of the Station on or after the Closing Date. All other obligations and liabilities of Seller, including any that relate to Seller's ownership or operation of the Station or the Purchased Assets prior to the Closing Date, shall remain the obligations and liabilities of Seller. All income attributable to the operation of the Station through 11:59 p.m. on the date prior to the Closing Date will be income of Seller, and all income thereafter will be income of Buyer. On or within sixty (60) days after the Closing Date, Seller and Buyer shall perform a proration of income and expenses in accordance with the foregoing provisions.

8. Seller's Closing Conditions. All obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:

- a. The Commission shall have consented to the assignment of the Licenses to Buyer without any condition materially adverse to Seller. The assignment shall have come final (i.e. no longer subject to administrative or judicial review).
- b. Buyer shall have paid the Purchase Price.
- c. Buyer shall have executed and delivered to Seller the Closing Documents.

9. Buyer's Closing Conditions. All obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:

- a. The Commission shall have consented to the assignment of the Licenses to Buyer without any condition materially adverse to Buyer. The assignment shall have become final (i.e., no longer subject to administrative or judicial review) and all modification applications shall have been granted.

b. Seller shall have executed and delivered to Buyer the Closing Documents and conveyed the Purchased Assets to Buyer in accordance with this Agreement.

c. All representations and warranties of Seller made herein shall be true and correct in all material respects as of the Closing Date, and Seller shall have delivered to Buyer a certificate of an officer of Seller to such effect.

d. As of the Closing Date, Seller shall have complied in all material respects with all covenants and conditions of this Agreement and Seller shall have delivered to Buyer a certificate of an officer of Seller to such effect.

e. There shall have been no material adverse change in the condition of the Purchased Assets between the date of this Agreement and the Closing Date.

10. Termination. This Agreement may be terminated as follows, it being agreed that time is of the essence for purposes of all deadlines or timeframes described herein:

a. If conditions to Closing set forth in Section 8 of this Agreement have not been satisfied (or waived by Seller) within two hundred seventy (270) days of the date of this Agreement, Seller may terminate this Agreement upon written notice to Buyer.

b. If the conditions of Closing set forth in Section 9 of this Agreement have been satisfied (or waived by Buyer) within two hundred seventy (270) days of the date of this Agreement, Buyer may terminate this Agreement upon written notice to Seller.

c. If prior to the Closing Date, any damage or destruction of any of the Purchased Assets materially impairs the value of the Station or prevents signal transmission for a period of more than forty-eight (48) hours, Seller shall promptly notify Buyer of such damage or destruction and Buyer may terminate this Agreement upon written notice to Seller within ten (10) days of Buyer's receipt of such notice.

d. If (i) Buyer elects to obtain an environmental inspection of the real property included in the Purchased Assets within sixty (60) days of the date hereof and (ii) such environmental inspection discloses a material hazard (*i.e.*, a hazard that Buyer's environmental consultant recommends be remedied and estimates would cost at least \$25,000 to remedy) on such property and (iii) Seller elects not to cure such hazard after receipt of written notice thereof from Buyer, Buyer may terminate this Agreement upon written notice to Seller.

e. If either Buyer or Seller shall be in material breach of this Agreement, and such breach is not cured after ten (10) days' written notice, the other party, if not then in material breach and having received written notice thereof, may terminate this Agreement. In the event of a material breach of this Agreement by Seller, Buyer alternatively shall have the right to obtain specific performance of the terms of this Agreement, it being agreed that the Purchased Assets are unique assets. If any action is brought by Buyer pursuant to this subsection to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law. In the event of a default by Buyer, Seller's sole remedy shall be the amount of escrow deposit, (*i.e.* \$20,000), this amount shall constitute liquidated damages. In the event of a dispute hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party.

11. Closing. The Closing, or the Closing Date, as used throughout this Agreement, shall take place in Washington, D.C. on a date selected by Buyer (with reasonable written notice to Seller) within five to ten (5-10) business days after the condition precedent described in Section 8.a and 9.a hereof is satisfied, subject to satisfaction of the other conditions precedent set forth above.

12. Allocation of Purchase Price. The Purchase Price of the Station will be allocated in accordance with Schedule E hereto.

13. Control of the Station. Prior to the Closing Date, Buyer shall not, directly or indirectly, control, supervise or direct the operations of the Station. Such operations shall be the sole responsibility of Seller until this Agreement is consummated. Seller will operate Station in the ordinary course of business, consistent with past practices and in accordance with all applicable laws, rules and regulations. Seller also either maintain insurance on, or self-insure the Purchased Assets prior to the Closing Date and maintain the Purchased Assets in accordance with Seller's past practice. Seller shall, upon reasonable request with reasonable advance notice by Buyer, allow Buyer to inspect the Purchased Assets and the non-financial books and records of the Station.

14. Survival. The representations and warranties of Buyer and Seller set forth above shall survive the Closing Date for a period of six (6) months (the "Survival Period") and no claims may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such claim is given on or prior to the last day of the Survival Period. In the event such notice is given, the right to indemnification with respect thereto under this provision shall survive the applicable Survival Period until such claim is finally resolved and any obligations with respect thereto are fully satisfied.

15. Entire Agreement. This Agreement, together with all schedules hereto, constitutes the entire agreement between the parties and supersedes all prior agreements.

16. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the internal laws of the State of North Carolina. Any disputes arising out of this Agreement shall be resolved in state or federal court in North Carolina.

17. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the permitted successors and assigns of the parties hereto.

18. Cooperation. Both before and after the Closing, Seller and Buyer shall each cooperate, take such actions and execute and deliver such documents as may be reasonably requested by the other party in order to carry out the provisions of this Agreement. Seller agrees to cooperate with Buyer to file any modification applications. All costs of such submissions shall be the Buyer's responsibility.

19. Notices. All notices hereunder shall be delivered in writing and shall be deemed to have been duly given if delivered and received by certified or registered mail, return receipt requested, or by expedited courier service, to the following addresses or such other addresses as any party may provide by written notice:

To Seller: Sound Media, Inc.
 P.O. Box 3106
 Boone, North Carolina 28607

To Buyer: Catawba Broadcasting, LLC
 Attention: Cathleen Hancock
 3718 Boca Pointe Drive
 Sarasota, Florida 34238

cc: Shainis & Peltzman, Chartered
 Attention: Aaron P. Shainis
 1850 M Street, N.W., Suite 240
 Washington, D.C. 20036

20. Exclusivity. While this Agreement is in effect, Seller agrees not to engage in any discussions or negotiations concerning any potential sale of the Purchased Assets to any party other than Buyer or its assigns.

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

Sound Media, Inc.

By: 

Catawba Broadcasting, LLC

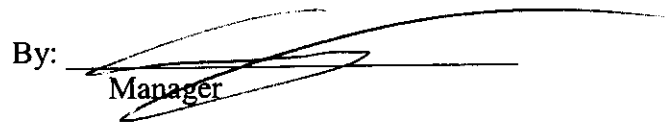
By: 
Manager

EXHIBIT A

ESCROW AGREEMENT

This ESCROW AGREEMENT is made to be effective as of this 29th day of Nov, 2007, by and among Sound Media, Inc. ("Seller") and Catawba Broadcasting, LLC ("Buyer") and SHAINIS & PELTZMAN, CHARTERED (hereinafter referred to collectively as "Escrow Agents").

WITNESSETH:

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement dated Nov 29, 2007 ("Purchase Agreement"), pursuant to which, among other things, Buyer will acquire certain tangible assets owned or otherwise held by Seller relating to Station WTBL-LP, Lenois, North Caroolina; and

WHEREAS, Seller and Buyer have, in connection with the Purchase Agreement, also agreed to enter into this Escrow Agreement;

NOW, THEREFORE, in consideration of the terms of the Purchase Agreement and the mutual promises herein contained, it is agreed as follows:

ARTICLE I

Escrow and Escrow Fund

(a) In accordance with the terms of the Purchase Agreement, Buyer has deposited with the Escrow Agents the sum of TWENTY THOUSAND (\$20,000.00) DOLLARS ("Escrow Funds"). The Escrow Funds shall be held by Escrow Agent in the Trust of Shainis & Peltzman, Chartered at Wachovia Bank, N.A. (the "Escrow Account(s)").

(b) The Escrow Agent, subject to the terms of the Purchase Agreement, shall deliver and release from escrow the Escrow Funds, in accordance with one of the following Notices to the Escrow Agents:

The Escrow Agent shall deliver the Escrow Funds to the Seller for the credit of Buyer, upon receipt of a joint written Notice from Seller and Buyer certifying that the Closing referred to in the Purchase Agreement with respect to the transactions contemplated thereby has taken place. Should no further joint written Notice be forthcoming within a reasonable time, Escrow Agents shall then seek resolution through arbitration pursuant to the Rules of the American Arbitration Association.

(1) Upon receipt by Escrow Agents of written joint notice from Seller and Buyer that Buyer has breached the Purchase Agreement and Seller has not breached the Purchase Agreement, Escrow Agents shall deliver the Escrow Funds to Seller pursuant to the Purchase Agreement.

(2) The Escrow Agents shall within one (1) business day of receipt of Notice deliver to Buyer all Escrow Funds, (a) upon receipt of a joint written Notice from Seller and Buyer certifying that the Purchase Agreement has been terminated for any reason, and directing that such disbursement be made to Buyer; or (b) upon receipt of a unilateral written Notice from Buyer given pursuant to the Purchase Agreement that Buyer has terminated the Purchase Agreement.

(3) In the event of a dispute between Seller and Buyer, the Escrow Agent shall seek resolution through arbitration to the Rules of the American Arbitration Association; provided, however, that should Seller and Buyer provide joint written Notice to the Escrow Agents requesting that the Escrow Funds continue to be held by the Escrow Agents pending any

settlement negotiations, the Escrow Agents shall continue to hold the Escrow Funds in the Escrow Account(s) until joint written Notice is provided the Escrow Agents by Seller and Buyer directing disposition of the proceeds. Should no such further joint written Notice be forthcoming within a reasonable time, Escrow Agents shall then seek resolution through arbitration pursuant to the rules of the American Arbitration Association.

(c) The Escrow Agents shall be discharged from their obligations under this Agreement upon delivery of the Escrow Funds plus any interest accrued thereon as set forth herein.

ARTICLE II

Escrow Agents

(a) The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth in this Agreement.

(b) In performing any of their duties hereunder, the Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses except for the Escrow Agents' default or negligence. The Escrow Agents may consult counsel and shall not incur any liability for any action taken or omitted in good faith upon advice of counsel, or for any action taken or omitted in reliance upon any instrument, not only as to its execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which the Escrow Agents shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement. Any expenses incurred by Escrow Agents as a result of the necessity to seek counsel or arbitration concerning the performances of this Escrow Agreement shall be borne equally by Buyer and Seller.

ARTICLE III

Amendments

This Agreement cannot be changed or terminated orally, and no waiver of compliance with any provision or condition hereof shall be effective unless evidenced by an instrument in writing duly executed by the party hereto sought to be charged with such waiver.

ARTICLE IV

Notices

Any notice, report, demand, waiver or objection required, permitted or contemplated hereunder shall be in writing and shall be given personally or by prepaid registered or certified mail, with return receipt requested, addressed as follows:

If to the Seller:

Sound Media, Inc.
P.O. Box 3106
Boone, North Carolina 28607
Attn: Robert Flanigan
Telephone - _____
Facsimile - _____

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

If to the Buyer:

Catawba Broadcasting, LLC
Attention: Cathleen Hancock
Telephone - 312-204-9900
Facsimile - 312-587-9520

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

Aaron P. Shainis, Esquire
Shainis & Peltzman, Chartered
1850 M Street, N.W., Suite 240
Washington, D.C. 20036

If to Escrow Agent:

Shainis & Peltzman, Chartered
ATTN: Aaron P. Shainis, Esquire
1850 M Street, N.W., Suite 240
Washington, D.C. 20036
Telephone: 202-293-0011
Facsimile: 202-293-0810

A notice shall be deemed received upon the date of delivery if given personally or, if given by mail, upon the receipt thereof. Any party may change its address for the purpose of this Article IV by giving notice to the other parties hereto in accordance with this Article IV.

[Signature Page Follows]

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

Catawba Broadcasting, LLC

By: Title

By: 

Sound Media, Inc.
("Seller")

By: 

Robert Flanigan
President

ESCROW AGENTS:

SHAINIS & PELTZMAN, CHARTERED

By: 

Aaron P. Shainis
Its President

Schedule A

Licenses and Authorizations

WTBL-LP Class A FCC License

United States of America
FEDERAL COMMUNICATIONS COMMISSION
LOW POWER TELEVISION/TELEVISION TRANSLATOR
BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

SOUND MEDIA, INC.
P.O. BOX 3106
BOONE NC 28607

Hossein Hashemzadeh
Associate Chief
Video Division
Media Bureau

Facility Id: 54983

Grant Date: January 26, 2004

This license expires 3:00 a.m.
local time, December 01, 2004.

Call Sign: WTBL-LP

License File Number: BLTTL-20040120AEB

This license covers permit no.: BMP TTL-20001113ACI

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.

Callsign: WTBL-LP

License No.: BLTTL-20040120AEB

Name of Licensee: SOUND MEDIA, INC.

Station Location: NC-LENOIR

Frequency (MHz): 680 - 686

Offset: MINUS

Channel: 49

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 74.750 of the Commission's Rules.

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

Description: PSI PSILPS16CRAR

Major lobe directions 320
(degrees true):

Beam Tilt: Not Applicable

Antenna Coordinates: North Latitude: 35 deg 54 min 25 sec

West Longitude: 81 deg 29 min 23 sec

Maximum Effective Radiated Power (ERP) Towards Radio Horizon: 38.3 kW

Maximum ERP in any Horizontal and Vertical Angle: 38.3 kW

Height of radiation center above ground: 27.4 Meters

Height of radiation center above mean sea level: 678.5 Meters

Antenna structure registration number: None

Overall height of antenna structure above ground: 30.5 Meters

*** END OF AUTHORIZATION ***

LICENSE RENEWAL AUTHORIZATION

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION
FOR RENEWAL OF LICENSE, BRTTA-20040726AAJ,
WAS GRANTED ON 10/25/2004 FOR A TERM
EXPIRING ON 12/01/2012.

THIS IS YOUR LICENSE RENEWAL AUTHORIZATION
FOR STATION WTBL-LP.

FACILITY ID: 54983

LOCATION: LENOIR, NC

THIS CARD MUST BE POSTED WITH THE STATION'S
LICENSE CERTIFICATE AND ANY SUBSEQUENT
MODIFICATIONS.

SOUND MEDIA, INC.
P.O. BOX 3106
BOONE, NC 28607

ULS License

TV Studio Transmitter Link License - WPJE361 - RONDINARO BROADCASTING, INC.

Call Sign	WPJE361	Radio Service	TS - TV Studio Transmitter Link
Status	Active	Auth Type	Regular
Dates			
Grant	04/11/1996	Expiration	12/01/2012
Effective	04/11/1996	Cancellation	

Control Points

None

Licensee

FRN	0001940238	Type	Corporation
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Licensee

RONDINARO BROADCASTING, INC.
P.O. BOX 1910
BOONE, NC 28607

Contact

RICHARD C GOETZ	P:(615)826-0792
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Microwave Data

Oper Type	Permanent Fixed Point to Point	Station Class	FXO - Operational Fixed
Facility ID	60888	City and State of Principal Community	BOONE, NC
Radio Service	CA		

Ownership and Qualifications

Radio Service Type

Regulatory Status Interconnected

Alien Ownership

Is the applicant a foreign government or the representative of any foreign government?

Is the applicant an alien or the representative of an alien?

Is the applicant a corporation organized under the laws of any foreign government?

Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?

Is the applicant directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is

owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?

If the answer to the above question is 'Yes', has the applicant received a ruling(s) under Section 310(b)(4) of the Communications Act with respect to the same radio service involved in this application?

Basic Qualifications

Has the applicant or any party to this application had any FCC station authorization, license or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?

Has the applicant or any party to this application, or any party directly or indirectly controlling the applicant, ever been convicted of a felony by any state or federal court?

Has any court finally adjudged the applicant or any party directly or indirectly controlling the applicant guilty of unlawfully monopolizing or attempting unlawfully to monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?

Demographics

Race

Ethnicity

Gender

Schedule B

Equipment List

WTBL LP Equipment List

WTBL LP Equipment List

Larcen/TTC Solid State 1000 watt TV Transmitter
TTC 100 Solid State Backup TV Transmitter
SCALA Transmit Antenna/ Feedline
2 Watt STL Transmitter/Receiver Link
Time Base Corrector
Matco Studio Switcher
5 Professional SVHS VCR's
Various Video Monitors
Panasonic SVHS Editing System
EAS Emergency Alert System Decoder
C -- Band Satellite Dish
Ku Satellite Dish
DBS Satellite Dish
3 C Band Satellite Receivers
1 DBS Satellite Receiver
JVC Professional SVHS Camcorder
Videonics Digital Video Switcher
Tascam Audio Mixer
2 TV's
Various Office equipment (fax, telephones, desks, chairs etc.)

WTBL Property Located at Transmitter Site

- 1. 75ft. Self Supporting Tower**
- 2. 8ft. x 10ft. Wood Building**

Schedule C

Contracts and Agreements

WTBL LP Transmitter Site Lease

NORTH CAROLINA

CALDWELL COUNTY

L E A S E

THIS LEASE made and entered into this 2nd day of January, 2007, by and between WALTER JAMES HOGAN and wife, MARIE B. HOGAN, of Caldwell County, North Carolina, Parties of the First Part, hereinafter called the "LESSORS", and RALPH GENE NORMAN and RAYMOND DEAN NORMAN, a partnership, t/a AV ELECTRONICS, Parties of the Second Part, hereinafter called the "LESSEES";

W I T N E S S E T H:

That subject to the terms and conditions herein set out, LESSORS do hereby let and lease unto LESSEES, and LESSEES do hereby let and lease from LESSORS a site for the location of a 30 to 40 foot power pole with a metal enclosure attached containing equipment for the purpose of receiving and transmitting TV signals in the UHF range at the location indicated on attached Exhibit A, on Hibriten Mountain, Lower Creek Township, Caldwell County, State of North Carolina, together with an easement for the use of the existing access road.

TO HAVE AND TO HOLD, said site and easement together with all privileges and appurtenances thereunto belonging to the said LESSEES, their successors and assigns, for the term and upon the conditions hereinafter set forth.

1. This Lease shall commence as of the first day of January, 2007, and shall continue in effect for a term of three years and thereafter until one party gives to the other party 120 days written notice of the termination of this Lease.
2. As rental for said premises, LESSEES shall pay to LESSORS the sum of \$5,000.00 per year due and payable on or before the 31st day of each January beginning January 31, 2007.
3. LESSEES shall not install, maintain, nor operate any equipment on the leased premises that in any way interferes with the operation or satisfactory performance or other equipment located on Hibriten Mountain.
4. LESSEES shall not assign or sublease these premises without the written permission of LESSORS, except that Lessees may sublease two FM translators to David Torres and may sublease antennas to the Caldwell County Schools.
5. LESSEES shall share equally with other lessees on the site in the cost of maintaining the access road presently existing from the leased premises to the public road.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals the day and year first above given.

Walter James Hogan (SEAL)
WALTER JAMES HOGAN, Lessor

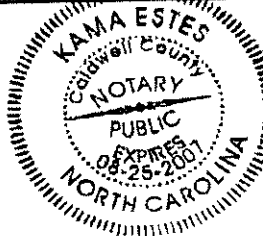
Marie B. Hogan (SEAL)
MARIE B. HOGAN, Lessor

Ralph Gene Norman (SEAL)
RALPH GENE NORMAN, Lessee

Raymond Dean Norman (SEAL)
RAYMOND DEAN NORMAN, Lessee

NORTH CAROLINA - CALDWELL COUNTY

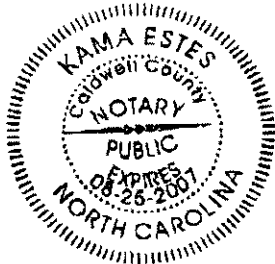
I, a Notary Public, in and for said County and State, do hereby certify that Walter James Hogan and wife, Marie B. Hogan personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and notarial seal, this 27th day of December, 2006.



Kama Estes
NOTARY PUBLIC
Commission Expires: 8-25-07

NORTH CAROLINA - CALDWELL COUNTY

I, a Notary Public, in and for said County and State, do hereby certify that Ralph Gene Norman and Raymond Dean Norman personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and notarial seal, this 2nd day of January, 2007.



Kama Estes
NOTARY PUBLIC
Commission Expires: 8/25/07

Schedule D

Interests In Real Property

List of WTBL property located at transmitter site

Schedule D

Interests In Real Property

None Applicable