

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”) is dated as of February 18, 2016, by and between Screen Door Broadcasting, LLC (“**Seller**”) and Radio Las Americas, LLC. (“**Buyer**”).

### RECITALS

A. Seller holds a construction permit (BMPFT-20160129ADD) from the Federal Communications Commission (“**FCC**”) for FM translator station K250BN (Facility ID 140389) (the “**Translator**”), pursuant to an authorization issued by the Federal Communications Commission (the “**FCC**”), a copy of which is attached as *Exhibit A* hereto (the “**Authorization**”).

B. Seller desires to assign and Buyer wishes to acquire the Authorization (collectively, the “**Assets**”) for the price and on the terms and conditions set forth in this Agreement.

### AGREEMENTS

In consideration of the above recitals and of the mutual agreements and covenants contained in this Agreement, Buyer and Seller, intending to be bound legally, agree as follows:

#### **SECTION 1. DEFINITIONS**

The following terms, as used in this Agreement, shall have the meanings set forth in this Section:

“**Assignment Application**” means an appropriate application for the FCC Consent.

“**Assets**” shall have the meaning set forth in the Recitals to this Agreement.

“**Authorization**” shall have the meaning set forth in the Recitals to this Agreement.

“**Closing**” means the consummation of the purchase and sale of the Assets pursuant to this Agreement in accordance with the provisions of Section 8.

“**Closing Date**” means the date on which the Closing occurs, as determined pursuant to Section 8.

“**Communications Laws**” means the means the Communications Act of 1934, as amended, and the FCC’s rules, regulations and policies.

“**FCC**” shall have the meaning set forth in the Recitals to this Agreement.

“**FCC Consent**” means action by the FCC granting its consent to the assignment of the Authorization to Buyer as contemplated by this Agreement.

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**“Final Order”** means an action by the FCC that has not been reversed, stayed, enjoined, set aside, annulled, or suspended, and with respect to which no requests are pending for administrative or judicial review, reconsideration, appeal, or stay, and the time for filing any such requests and the time for the FCC to set aside the action on its own motion have expired.

**“Property”** shall have the meaning set forth in the Recitals to this Agreement.

**“Purchase Price”** shall have the meaning set forth in Section 2.

## SECTION 2. PURCHASE AND SALE OF ASSETS

2.1 Deposit. Concurrently with the execution and delivery of this Agreement, Buyer has delivered to Seller by cash, certified check, or wire transfer, the amount of Twenty Five Thousand Dollars (\$25,000.00) (the **“Deposit”**), which shall be held, retained, or returned by Seller as provided in this Agreement.

2.2 Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, Seller shall sell, transfer, assign and deliver the Assets to Buyer on the Closing Date, and Buyer shall purchase and accept the Assets on the Closing Date, free and clear of any lien, claim, charge, security interest, pledge or encumbrance of any nature. The purchase price for the Assets shall be Two Hundred Fifty Thousand Dollars (\$250,000.00) in cash or by certified check or wire transfer (the **“Purchase Price”**).

## SECTION 3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

3.1 Authority. Seller has all requisite power and authority to own or hold the Assets and to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Seller hereunder and thereunder.

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

3.3 Absence of Conflicting Agreements. Seller's execution, delivery and the performance of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not, subject to obtaining the FCC Consent, conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Seller; (ii) will not, subject to obtaining the FCC Consent, conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any

agreement, instrument, license, or permit to which Seller is a party or by which Seller or the Assets may be bound; and (iii) will not create any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon the Assets.

3.4 Authorization. The Authorization, a true and correct copy of which is attached as *Exhibit A*, has been validly issued, is in full force and effect, and Seller is the authorized legal holder thereof. Seller has fulfilled and performed its obligations under the Authorization, and no event has occurred or condition or state of facts exists which constitutes or, after notice or lapse of time or both, would constitute a breach or default under the Authorization or could reasonably be expected to cause the FCC to revoke or modify the Authorization. To Seller's knowledge, the Translator facilities described in the Authorization are not subject to displacement from and would not cause interference to any existing or proposed radio station. Seller has no reason to believe that the Translator will be subject to displacement from or cause interference to any existing or proposed radio station in the future.

3.5 Consents. Except for the FCC Consent, no consent, approval, permits or authorization of, or declaration to or filing with, any governmental or regulatory authority, or any other third party, is required to (i) consummate this Agreement and the transactions contemplated hereby or (ii) permit Seller to assign or transfer the Authorization and the other Assets to Buyer. To the knowledge of Seller there are no other allegations or facts pertaining to the Assets, the Translator, Seller or any person or entity affiliated with Seller, which, under the Communications Laws, could (i) disqualify or prevent Seller from assigning the Authorization to Buyer or from consummating the transactions contemplated herein, or (ii) materially delay obtaining the FCC Consent.

3.6 Claims and Legal Actions. There is no claim, legal action, counterclaim, suit, arbitration, governmental investigation or other legal, administrative or tax proceeding, nor any order, decree or judgment, in progress or pending, or to the knowledge of Seller threatened, against or relating to Seller, the Assets, or the Translator, nor does Seller know or have reason to be aware of any basis for the same. Without limiting the generality of the foregoing, there are no applications, proceedings, or complaints pending at the FCC or, to the knowledge of Seller, threatened against or relating to the Seller, the Assets or the Translator, nor does Seller know or have reason to be aware of any basis for the same.

3.7 Other Assets. Other than the Authorization and the Property, neither Seller nor any entity in which Seller has an interest owns, leases or holds any other assets or properties primarily used or useful in the operation of the Translator. The Property and the Authorization, together with those assets made available to Seller pursuant to agreements with Buyer constitute all of the assets and governmental authorizations necessary to operate the Translator with the Modified Facilities in compliance with the rules and regulations of the FCC and all other applicable law.

3.8 Broker. Neither Seller nor any person or entity acting on its behalf has incurred any liability for any finders' or brokers' fees or commissions in connection with the transactions contemplated by this Agreement.

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

3.10 Contracts. Other than agreements with the Buyer, the Assets include no contracts or agreements and no consent of any third party other than consent of the FCC is required in connection with the consummation of the transactions contemplated by this Agreement.

#### **SECTION 4. REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller as follows:

4.1 Authority. Buyer is legally qualified to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Buyer hereunder and thereunder.

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

4.3 Absence of Conflicting Agreements. Buyer's execution, delivery, and performance of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not, subject to obtaining the FCC Consent, conflict with, result in a breach of, or constitute a default under, any law, judgment, order, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Buyer; and (ii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permits to which Buyer is a party or by which Buyer may be bound, such that Buyer could not acquire the Assets.

4.4 Qualification. Buyer is legally, technically and financially qualified to acquire the Authorization, and knows of no reason why the FCC would refuse to consent to the assignment of the Authorization to Buyer. Buyer is financially and otherwise qualified to perform all obligations to be performed or assumed by it hereunder.

4.5 Broker. Neither Buyer nor any person or entity acting on its behalf has incurred any liability for any finders' or brokers' fees or commissions in connection with the transactions contemplated by this Agreement.

4.6 Full Disclosure. No representation or warranty made by Buyer in this Agreement or in any certificate, document, or other instrument furnished or to be furnished by Buyer pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will

omit to state any material fact required to make any statement made herein or therein not misleading.

4.7 Special Operating Condition. Buyer acknowledges that pursuant to *Revitalization of the AM Radio Service, First Report and Order*, 30 FCC Rcd 12145, 12153 para. 16 (2015), the Translator must rebroadcast the Primary Station until the facility has achieved four years of on-air operations.

## SECTION 5. SELLER'S COVENANTS

5.1 Generally. Seller shall not sell, lease or otherwise dispose of any of the Assets or cause or permit any of the Assets to be subject to any lien, claim, charge, security interest, pledge or encumbrance of any nature. Seller shall not cause or permit, by any act or failure to act, the Authorization to expire or to be revoked, suspended, or modified, or take any action that could cause the FCC or any other governmental or regulatory authority to institute proceedings for the suspension, revocation, or adverse modification of the Authorization. Seller shall prosecute with due diligence any application to any governmental or regulatory authority in connection with the Authorization or the Translator. Seller shall not waive any right relating to the Assets or the Translator.

5.2 Contracts. Seller shall not enter into any contract or commitment relating to the Assets or the Translator or incur any obligation (including obligations relating to the borrowing of money or the guaranteeing of indebtedness) that will be binding on Buyer after Closing. Nothing in the foregoing shall be construed to prohibit Seller from entering into any contract, commitment or other obligation with respect to Seller's operations generally, or concerning any other station or property owned and operated by Seller; provided that Buyer shall have no liability therefor. Prior to Closing, Seller shall pay any outstanding amounts due under such contracts and any other fees or expenses required to be paid in connection with obtaining such consent.

5.3 Notification. Seller shall promptly notify Buyer in writing of any unusual or material developments with respect to the Assets and any material change in any of the information contained in Seller's representations and warranties contained in Section 3 of this Agreement.

5.4 No Inconsistent Action. Seller shall not take any action or fail to take any action that is inconsistent with its obligations under this Agreement or that could hinder or delay the consummation of the transactions contemplated by this Agreement.

## SECTION 6. SPECIAL COVENANTS AND AGREEMENTS

### 6.1 FCC Consent.

(a) The assignment of the Authorization pursuant to this Agreement shall be subject to the prior consent and approval of the FCC.

(b) Buyer, in cooperation with Seller, shall promptly prepare the Assignment Application and Seller and Buyer shall file the Assignment Application with the FCC within ten

(10) business days of the execution of this Agreement. The parties shall prosecute the Assignment Application with all reasonable diligence and otherwise use their reasonable commercial efforts to obtain a grant of the Assignment Application as expeditiously as practicable. Each party shall bear its own costs in connection with the preparation, filing, and prosecution of the Assignment Application, except that Buyer shall pay any required filing fee associated with the Assignment Application.

(c) Each party agrees to comply with any condition imposed on it by the FCC Consent, except that no party shall be required to comply with any condition if (i) the condition was imposed on it as the result of a circumstance the existence of which does not constitute a breach by such party of any of its representations, warranties, or covenants under this Agreement; and (ii) compliance with the condition would have a material adverse effect upon it. Buyer and Seller shall oppose any requests for reconsideration or judicial review of the FCC Consent, provided, however, that the parties shall continue to have all rights available to them pursuant to Section 9 hereof. Each party shall bear its own costs in connection with its obligations under this Section 6.1(c).

(d) If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent, and neither party shall have terminated this Agreement under Section 9, the parties shall jointly request an extension of the effective period of the FCC Consent. No extension of the FCC Consent shall limit the exercise by either party of its rights under Section 9.

6.2 Confidentiality. Except as necessary for the consummation of the transaction contemplated by this Agreement, and except as and to the extent required by law, including, without limitation, disclosure requirements of the Communications Laws, each party shall keep confidential any information of a confidential nature obtained from the other party in connection with the transactions contemplated by this Agreement. If this Agreement is terminated, each party shall return to the other party all copies of all documents and all other information obtained by such party from the other party in connection with the transactions contemplated by this Agreement.

## **SECTION 7. CONDITIONS TO OBLIGATIONS OF BUYER AND SELLER AT CLOSING**

7.1 Conditions to Obligations of Buyer. All obligations of Buyer at the Closing are subject at Buyer's option to the fulfillment by Seller or waiver by Buyer prior to or at the Closing Date of each of the following conditions:

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

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

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(c) FCC Consent. The FCC Consent shall have been granted without the imposition on Buyer of any material conditions that need not be complied with by Buyer under Section 6.1 hereof, Seller shall have complied with any conditions imposed on it by the FCC Consent, and the FCC Consent shall have become a Final Order.

(d) Authorization. Seller shall be the holder of the Authorization, and there shall not have been any modification of the Authorization that could have a material adverse effect on the construction or operation of the Translator. No proceeding shall be pending the effect of which could be to revoke, cancel, fail to renew, suspend, or modify adversely the Authorization.

(e) Deliveries. Seller shall stand ready to deliver to Buyer on the Closing Date a duly executed assignment in accordance with Section 2 and in a form reasonably acceptable to Buyer and such other certificates and documents that Buyer may reasonably request to evidence the consummation of the transactions contemplated hereby.

(f) No Proceedings. There shall be no suit, action, claim, investigation, inquiry or proceeding instituted or threatened or an order, decree or judgment of any court, arbitrator, agency or governmental authority rendered which (i) questions the validity or legality of the transaction contemplated hereby, (ii) seeks to enjoin the transaction contemplated hereby, (iii) seeks material damages on account of the consummation of the transaction contemplated hereby, (iv) seeks to displace the Translator, (v) claims that the Translator causes impermissible interference to another broadcast station, or (vi) is a petition of bankruptcy by or against Seller or is an assignment by Seller for the benefit of creditors.

7.2 Conditions to Obligations of Seller. All obligations of Seller at the Closing are subject at Seller's option to the fulfillment by Buyer or waiver by Seller prior to or at the Closing Date of each of the following conditions:

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

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

(c) Deliveries. Buyer shall deliver to Seller on the Closing Date the Purchase Price, a duly executed assumption in accordance with Section 2 and in a form reasonably acceptable to Seller and such other certificates and documents that Seller may reasonably request to evidence the consummation of the transaction contemplated hereby. Buyer shall receive a credit against the Purchase Price in an amount equal to the sum of the Deposit and Thirty Thousand Dollars (\$30,000.00) made by Buyer to Seller on January 26, 2016 for the option to purchase the Translator.

(d) FCC Consent. The FCC Consent shall have been granted without the imposition on Seller of any material conditions that need not be complied with by Seller under

Section 6.1 hereof and Buyer shall have complied with any conditions imposed on it by the FCC Consent.

(e) No Proceedings. There shall be no suit, action, claim, investigation, inquiry or proceeding instituted or threatened or an order, decree or judgment of any court, arbitrator, agency or governmental authority rendered which (i) questions the validity or legality of the transaction contemplated hereby, (ii) seeks to enjoin the transaction contemplated hereby, (iii) seeks material damages on account of the consummation of the transaction contemplated hereby or (iv) is a petition of bankruptcy by or against Buyer or is an assignment by Buyer for the benefit of creditors.

## SECTION 8. CLOSING

The Closing shall take place at 10:00 a.m. on a date (the “**Closing Date**”), to be set by Buyer on at least two days’ notice to Seller, that is (1) not earlier than the first business day after the FCC Consent is granted, and (2) not later than the twentieth (20th) day after the FCC Consent has become a Final Order. The Closing shall be held either by the delivery of executed documents by electronic mail or facsimile or at a location in Tulsa, Oklahoma, at the discretion of the Seller.

## SECTION 9. TERMINATION

9.1 Termination by Seller. This Agreement may be terminated by Seller and the purchase and sale of the Assets abandoned, if Seller is not then in material default, upon written notice to Buyer, upon the occurrence of any of the following:

(a) Conditions. If, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Seller set forth in this Agreement have not been satisfied by Buyer or waived in writing by Seller.

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

(c) Upset Date. If the Closing shall not have occurred within twelve months of the date of the execution of this Agreement.

(d) Breach. Without limiting Seller’s rights under any other clause hereof, if Buyer has failed to cure any material breach of any of its representations, warranties or covenants under this Agreement within thirty (30) days after Buyer has received written notice of such breach from Seller.

9.2 Termination by Buyer. This Agreement may be terminated by Buyer and the purchase and sale of the Assets abandoned, if Buyer is not then in material default, upon written notice to Seller, upon the occurrence of any of the following:

*Handwritten signature and date:* 2/18/16



(a) Conditions. If on the date that would otherwise be the Closing Date any of the conditions precedent to the obligations of Buyer set forth in this Agreement have not been satisfied by Seller or waived in writing by Buyer.

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

(c) Upset Date. If the Closing shall not have occurred within twelve (12) months of the date of this Agreement.

(d) Breach. Without limiting Buyer's rights under any other clause hereof, if Seller has failed to cure any material breach of any of its representations, warranties or covenants under this Agreement within thirty (30) days after Seller has received written notice of such breach from Buyer.

9.3 Rights on Termination. If this Agreement is terminated by Seller in accordance with Section 9.1, Seller shall retain the Deposit as liquidated damages and the exclusive remedy for any damages suffered by Seller. Seller and Buyer agree that Seller's actual damages would be difficult to ascertain and that the amount of the liquidated damages is a fair and equitable amount to reimburse Seller for damages sustained due to Buyer's material breach of this Agreement. If this Agreement is terminated by Buyer by in accordance with Section 9.2, Buyer shall return the Deposit to Seller forthwith.

## **SECTION 10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; CERTAIN REMEDIES**

10.1 Representations and Warranties. All representations and warranties contained in this Agreement shall be deemed continuing representations and warranties and shall survive the Closing for a period of twelve (12) months. Any investigations by or on behalf of any party hereto shall not constitute a waiver as to enforcement of any representation, warranty, or covenant contained in this Agreement. No notice or information delivered by Seller shall affect Buyer's right to rely on any representation or warranty made by Seller or relieve Seller of any obligations under this Agreement as the result of a breach of any of its representations and warranties.

10.2 Indemnification by Seller. Seller shall indemnify and hold Buyer harmless against and with respect to, and shall reimburse Buyer for any and all losses, liabilities, or damages (including reasonable legal fees and expenses) resulting from any untrue representation, breach of warranty, or omission or failure to perform any covenant by Seller contained in this Agreement or in any certificate, schedule, document, or instrument delivered to Buyer under this Agreement.

10.3 Indemnification by Buyer. Buyer hereby agrees to indemnify and hold Seller harmless against and with respect to, and shall reimburse Seller for any and all losses, liabilities, or damages (including reasonable legal fees and expenses) resulting from any untrue representation, breach of warranty, or omission or failure to perform any covenant by Buyer

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2/18/16

contained in this Agreement or in any certificate, schedule, document, or instrument delivered to Seller under this Agreement.

10.4 Specific Performance. The parties recognize that if Seller breaches this Agreement or refuses to perform under the provisions of this Agreement, monetary damages alone would not be adequate to compensate Buyer for its injury. Buyer shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the terms of this Agreement. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law.

## SECTION 11. MISCELLANEOUS

11.1 Attorneys' Fees. In the event of a default by either party which results in a lawsuit or other proceeding for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses.

11.2 Fees and Expenses. Any federal, state, or local sales or transfer tax arising in connection with the conveyance of the Assets by Seller to Buyer pursuant to this Agreement shall be paid by Seller. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution, and performance of this Agreement, including all fees and expenses of counsel, accountants, agents, and representatives.

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

If to Seller:                      Screen Door Broadcasting, LLC  
   Attn: Jason Bennett  
   7107 South Yale #444  
   Tulsa, OK 74136

If to Buyer:                        Radio Las Americas LLC  
   Attn: Antonio Perez  
   1232 East 2<sup>nd</sup> Street  
   Tulsa, OK 74120

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

11.4 Benefit and Binding Effect. Neither party hereto may assign this Agreement without the prior written consent of the other party hereto. Upon any permitted assignment by Buyer or Seller in accordance with this Section, all references to "Buyer" herein shall be deemed to be references to Buyer's assignee and all references to "Seller" herein shall be deemed to be

references to Seller's assignee. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.5 Further Assurances. The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement, including, in the case of Seller, any additional bills of sale or other transfer documents that, in the reasonable opinion of Buyer, may be necessary to ensure, complete, and evidence the full and effective transfer of the Assets to Buyer pursuant to this Agreement.

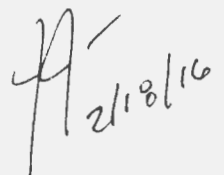
11.6 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Oklahoma (without regard to the choice of law provisions thereof).

11.7 Entire Agreement. This Agreement and the Exhibits hereto, and all documents, certificates, and other documents to be delivered by the parties pursuant hereto, collectively represent the entire understanding and agreement between Buyer and Seller with respect to the subject matter hereof. This Agreement supersedes all prior negotiations between the parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

11.8 Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section.

11.9 Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. Facsimile or other electronically delivered copies of signature pages to this Agreement shall be treated as between the parties as original signatures for all purposes

11.10 Press Releases. Neither party shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other party; provided, however, that nothing contained herein shall prevent either party from promptly making all filings and, if required, press releases with governmental authorities as may, in its judgment, be required or advisable in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, in which case the other party shall be first notified in writing.

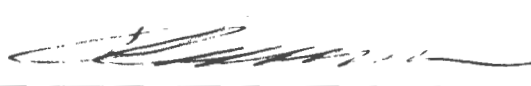


IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Purchase Agreement as of the day and year first above written.

**SCREEN DOOR BROADCASTING, LLC**

By:  2/18/16  
Name: Jason Bennett  
Title: Managing Member

**RADIO LAS AMERICAS LLC**

By:   
Name: Antonio Perez  
Title: Member

**Exhibit A**  
**Authorization**

fj 2/28/18



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

Authorizing Official:

Official Mailing Address:

SCREEN DOOR BROADCASTING, LLC  
7107 SOUTH YALE  
#444  
TULSA OK 74136

James D. Bradshaw  
Deputy Chief  
Audio Division  
Media Bureau

Facility Id: 140389

Call Sign: K250BN

Permit File Number: BMPFT-20160129ADD

Grant Date: February 12, 2016

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

This permit modifies permit no.: BNPFT-20130822AFC.

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.

Name of Permittee: SCREEN DOOR BROADCASTING, LLC

Principal community to be served: OK-TULSA

Primary Station: KETU (AM) , Frequency 1120 kHz, CATOOSA, OK

Via: Microwave

Frequency (MHz): 97.9

Channel: 250

Hours of Operation: Unlimited

*JH* 2/18/16

Antenna Coordinates: North Latitude: 36 deg 05 min 13 sec  
 West Longitude: 95 deg 51 min 33 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission's Rules

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

Major lobe directions 90 180  
 (degrees true):

	Horizontally Polarized Antenna:	Vertically Polarized Antenna:
Effective radiated power in the Horizontal Plane (kw):	0.25	0.25
Height of radiation center above ground (Meters):	76	76
Height of radiation center above mean sea level (Meters):	281	281

Antenna structure registration number: 1213828

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 in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.
- 2 Prior to commencing program test operations, FM Translator or FM Booster permittee must have on file at the Commission, FCC Form 350, Application for an FM Translator or FM Booster Station License, pursuant to 47 C.F.R. Section 74.14.

*H* 2/18/16

## Special operating conditions or restrictions:

- 3 Pursuant to Revitalization of the AM Radio Service, First Report and Order, 30 FCC Rcd 12145, 12153 para. 16 (2015), the permittee and any successor in interest (licensee) shall be subject to the following restrictions. From the grant of the construction permit and continuing until the facility has achieved four years of on-air operations rebroadcasting the primary AM station identified on this authorization, the licensee may NOT change such primary station being rebroadcast by this translator, nor may it rebroadcast another station when the primary station identified on this authorization is silent. Periods of station silence shall not count toward the fulfillment of this four-year requirement. During this same four-year period the licensee may not assign or transfer the construction permit to another party, unless it is to the licensee of the AM station identified on this authorization or unless such assignment or transfer provides for the continuing right of the primary station to rebroadcast on the translator. Minor modifications of this authorization are permitted, provided that the translator will continue to rebroadcast the AM station for which the modification was granted.

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

2/10/14