

SECURITY AGREEMENT B

This SECURITY AGREEMENT (the *Security Agreement*), made as of this ____ day of _____, 2020, by and between EUROPA COMMUNICATIONS, INC. (*Europa* or the *Secured Party*), a Wisconsin Corporation, SEVEN MOUNTAINS MEDIA OF NY, LLC, a New York Limited Liability Company (*Seven Mountains*, and a *Debtor*), and SOUTHERN BELLE, LLC, a Delaware Limited Liability Company (*Southern Belle*, and a *Debtor*), (each a *Party*, and collectively, the *Parties*).

PRELIMINARY STATEMENTS

A. The Debtors are indebted to the Secured Party in the principal amount of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) (the *Loan*), pursuant to the ASSET PURCHASE AGREEMENT dated December 16, 2019 between the Debtors as the Buyers and the Secured Party as the Seller (the *APA*), as evidenced by Secured Promissory Note B of even date herewith (the *Note*), made by the Debtors and payable to the order of the Secured Party in that amount.

B. The Debtors are using the proceeds of the Loan as a portion of the Purchase Price payable to the Secured Party pursuant to the APA for Southern Belle's acquisition of the authorizations issued by the Federal Communications Commission (the *FCC*) with respect to Radio Station WMTT, FCC Facility ID No. 19858, and associated FM Translators (the *FCC Licenses* for the *Stations*) and Seven Mountain's acquisition of assets used or useful in the operation of the Stations, owned up until the date of this Security Agreement by the Secured Party.

C. The Debtors desire to authorize the Secured Party to file financing statements on the terms and conditions set forth in this Security Agreement.

STATEMENT OF AGREEMENT

1. Grant of Security Interest. To secure repayment of all amounts due under the Note and any other indebtedness or liability of the Debtors to the Secured Party, direct or indirect, joint, several, joint and several, absolute or contingent, due or to become due, now existing or hereafter created, or arising between the Debtors and the Secured Party including, without limitation, under this Security Agreement, (all of the foregoing being collectively the *Obligations*), the Debtors hereby grant and convey to the Secured Party a security interest in:

1.1. The personal property and assets, tangible and intangible, and all other rights and interests described under this Security Agreement with respect to and used or held for use in the business or operations of the Stations (the *Station Assets*), and any such or like property related to the Stations acquired after the date of this Security Agreement, including, without limitation:

1.1.1. except as § 2.7 provides, all machinery, equipment, transmitting towers, broadcast studio equipment, program and music libraries, transmitters, antennas, furnishings, microphones, audio equipment, video equipment, tape or hard-disc or optical-disc recorders, tools, furniture, all merchandise, inventory, raw materials, work in process, finished goods, and supplies, whether now owned and as set forth on Exhibit A hereto, or hereafter acquired by a Debtor or in which a Debtor may now have or hereafter acquire an interest (the *Equipment*);

1.1.2. All contract rights (including, without limitation, all right, title and interest in the agreement, instruments, certificates, securities (certificated or uncertificated), cash, franchises, leases, rents, chattel paper, instruments, deposits, choses-in-action, patents, trademarks, copyrights, service marks, trade secrets, trade names, literary rights, rights to performance, call letters and general intangibles, all re-issues, divisions, renewals, extensions, continuations and continuations-in-part thereof, and goodwill associated with any of the foregoing, now in force or hereafter acquired (the *General Intangibles*);

1.1.3. All books, records, ledgers, customer lists, correspondence, computer hardware and software, and magnetic or other data storage media pertaining to any of the above-referenced items, whether in the possession of a Debtor or otherwise, but not including the books, internal minutes, and records of a Debtor;

1.1.4. All cash and noncash proceeds and products, including insurance proceeds of, and any indemnity or warranty payable by reason of damage to or loss of, any of the foregoing (the *Proceeds*);

1.1.5. All licenses, franchises, permits and authorizations heretofore or hereafter granted or issued to a Debtor under federal, state or local laws, excluding the FCC Licenses, to the extent that it is lawful to grant a security interest in such licenses, franchises, permits and authorizations, and including without limitation, to the maximum extent permitted by law, the right to receive all proceeds derived or arising from or in connection with the sale or assignment of such licenses, franchises, permits and authorizations, and of the FCC Licenses, which permit or pertain to the business of a Debtor with respect to the Stations; and

1.1.6. All Proceeds, accounts receivable (the *Receivables*), substitutions or replacements of, for, and to the items listed in Subsections 1.1.1 through 1.1.5, above; and

1.1.7. Pursuant to Subsection 6.3, below, all proceeds of any sale, whether by assignment or transfer of control, of the FCC Licenses (collectively, the *Collateral*).

2. Representations and Warranties; Covenants. Each of the Debtors represents, warrants, covenants, and agrees as follows:

2.1. that the Debtor will pay and perform all of the Obligations according to their terms;

2.2. that the Debtor will defend title to the Collateral against all persons and all claims and demands whatsoever, which Collateral, except for the security interest granted hereby, is lawfully owned by the Debtor and is free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments, other than those which secure the Secured Party;

2.3. that Southern Belle does and will hold all right, title and interest in the FCC licenses and that Seven Mountains does and will hold all right, title and interest in the assets used or useful in the operation of the Stations, whether acquired from the Secured Party or from another source, and that the same (other than the FCC Licenses) will act as Collateral under this Security Agreement, unless specifically excluded by this Security Agreement.

2.4. that the Debtor will, on demand of the Secured Party to do the following: furnish further assurance of title, execute any written agreement and do all other acts necessary to effectuate the purposes and provisions of this Security Agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the Collateral and pay all filing or other costs incurred in connection therewith;

2.5. that the Debtor will, unless the Secured Party otherwise requires, retain possession of the Collateral during the existence of this Security Agreement and will not sell, exchange, assign, loan, deliver, lease or otherwise dispose of the Collateral without the Secured Party's prior written consent;

2.6. that the Debtor will keep the various items of Collateral at their present locations, and not to change the location of any Collateral outside of Chemung County, or permit any such change, without the Secured Party's prior written consent, which the Secured Party will not unreasonably withhold;

2.7. that the Debtor will keep the Collateral free and clear of all material liens, charges, encumbrances, taxes and assessments, except as provided in this Security Agreement;

2.8. that the Debtor will pay or cause to be paid when due all taxes, franchise fees and payments, assessments and license fees in any way relating to the Collateral;

2.9. that the Debtor will, upon request by the Secured Party, provide the Secured Party with written reports of the status of the Collateral, or any part thereof, as of the period specified, in form and substance satisfactory to the Secured Party;

2.10. that the Debtor will not change the location of its books and records without giving the Secured Party at least thirty (30) days' prior written notice;

2.11. that the Debtor will make the Collateral and the books and records pertaining thereto available for inspection by the Secured Party at all reasonable times, and for the further security of the Secured Party, it is agreed that the Secured Party will have a special property

interest in all books and records of the Debtor pertaining to the Receivables (including chattel paper);

2.12. that the Debtor will comply with all federal, state and local laws and regulations applicable to its business, whether now in effect or hereinafter enacted, and upon request of the Secured Party, will furnish to the Secured Party evidence of compliance therewith;

2.13. that the Debtor will insure the tangible personal-property elements of the Collateral in amounts sufficient to replace such elements of the Collateral with equipment of equivalent or greater value; and

2.14. that the Debtor will immediately notify the Secured Party in writing of any change in or discontinuance of any Debtor's place or places of business.

3. Events of Default. For the purposes of this Security Agreement, any of the following will constitute an *Event of Default*:

3.1. an Event of Default will have occurred under the Note, or under this Security Agreement, or under any of the Related Documents, as the APA defines that term, each of even date herewith, in each case subject to the particular cure period stated in such document, if any;

3.2. if a Debtor fails to comply with or perform any material provision of this Security Agreement, or of any of the Related Documents (as the APA defines that term), in each case subject to the particular cure period stated in such document, if any;

3.3. if any material representation, warranty or covenant made or given by a Debtor in connection with this Security Agreement or any other of the Related Documents (as the APA defines that term), will prove to have been incorrect, misleading, or breached in any material respect on or as of the date when made (or remade), the particular cure period stated in such document, if any, taken into consideration; or

3.4. if a Debtor will file a voluntary petition in bankruptcy, or there will be filed against a Debtor an involuntary petition in bankruptcy which is not discharged within sixty (60) days thereafter, or if a Debtor will be adjudged bankrupt, or will make an assignment for the benefit of its creditors, or otherwise becomes unable to pay its debts in the ordinary course of business as such debts become due and payable; or

3.5. if all or any material part of the Collateral is or becomes subject to levy of execution or other judicial process.

4. Notice of Breach and Opportunity to Cure.

4.1. Except as provided below, upon learning of any breach of a non-monetary obligation, that is, an obligation not involving the payment of money, arising under this Security Agreement, the Secured Party will provide the Debtors with written notice of breach of this Security Agreement. The Debtors will then have a fifteen-day period, measured from the

effective date of the notice of breach, within which to cure the breach. If the breach is not cured within that period, the breach will become an Event of Default. If the same factual development or act of omission or commission constitutes breaches of pertinent provisions of two or more of the Security Documents, or of two or more of the Related Documents, the Debtors will be entitled to only one notice of breach and one opportunity to cure such breaches. In such a circumstance, the notice of breach need not reference all such breaches, or all such documents, or their relevant provisions. If different ones of the Security Documents or of the Related Documents provide for different cure periods, the shortest cure period will apply to all breaches arising from the same factual development or act of omission or commission.

4.2. The Debtors' right, pursuant to the foregoing, to notice of breach and opportunity to cure under this Security Agreement will be limited to three consecutive events involving obligations other than the payment of money. Breaches of pertinent provisions of two or more of the Security Documents, or two or more of the Related Documents, arising from the same factual development or the same act of omission or commission, will, for the purpose of this subsection, be deemed to be one breach of the total of three breaches that are subject to the right of notice of breach and opportunity to cure. After the third cured breach, the Debtors will be entitled to no further notice of breach or opportunity to cure.

4.3. With respect to a breach of an obligation involving the payment of money and arising under this Security Agreement, or under another of the Security Documents, or under any of the Related Documents, there will be a right to notice of breach, and a right to cure that breach, so long as there has been no other such breach during the calendar year in which the breach occurs. Where, pursuant to this subsection, there is a right to notice of breach and an opportunity to cure, with respect to an obligation involving the payment of money and arising under this Security Agreement, or under the other Security Documents, or under any of the Related Documents, the cure period will be five (5) business days measured from the effective date of the notice of breach.

4.4. Notwithstanding the foregoing, there will be no right to notice of breach, and no right to cure a breach, under this Security Agreement, if the Secured Party determines, in its sole discretion, that providing notice and an opportunity to cure could materially and adversely affect the Secured Party's rights with respect to a Debtor, or with respect to the Collateral, or both. Furthermore, there will be no right to notice of breach, and no right to cure a breach, under this Security Agreement, with respect to the obligations set forth in §§ 2.3, 2.5, 2.6, 2.7, 2.12, and 2.14 of this Security Agreement.

4.5. The provisions of this § 4 will not be construed to provide a right of notice and opportunity to cure under any of the agreements mentioned elsewhere in this Security Agreement if such other agreement does not expressly provide such a right.

5. Certain Remedies Upon Default. Upon the occurrence of an Event of Default (giving effect to any applicable cure period), at the Secured Party's option:

5.1. The Obligations will immediately become due and payable in full, without notice or demand, and the Secured Party will have all of the rights, remedies and privileges with respect to repossession, retention and sale of the Collateral and disposition of the proceeds as the applicable sections of the Uniform Commercial Code in the State of New York, as the same may be amended from time to time (the *UCC*), accord to the Secured Party.

5.2. Without limiting the provisions of the foregoing Subsection 5.1, the Secured Party may also:

5.2.1. enter upon a Debtor's premises, peaceably by the Secured Party's own means or with legal process, and take possession of the Collateral, render it unusable or dispose of the Collateral on such premises, and the Debtor agrees not to resist or interfere; and

5.2.2. require the Debtors to assemble the Collateral (to the extent that it is movable) and make it available to the Secured Party at a place to be designated by the Secured Party.

5.3. The Secured Party agrees that, unless the Collateral is perishable, or threatens to decline speedily in value, or is of a type customarily sold on a recognized market, the Secured Party will give the Debtors reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice will be met if such notice is mailed, postage prepaid, to the appropriate person at the address specified in the APA for the giving of notice, unless superseded pursuant to the notice provisions of the APA, at least ten (10) days before the time of sale or disposition.

5.4. The Secured Party will be entitled, in its own name or in a Debtor's name, or otherwise, but at a Debtor's expense and cost, to collect, demand, receive, sue for or compromise any and all of the Receivables, and to give good and sufficient releases therefor, to endorse any checks, drafts or other orders for the payment of monies payable in payment thereof and, in its discretion, to file any claims or take any action or proceeding, either in its own name or in the name of a Debtor, or otherwise, which the Secured Party may deem necessary or advisable. It is expressly understood and agreed, however, that the Secured Party will not be required or obligated in any manner to make any inquiries as to the nature or sufficiency of any payment received by it or to present or file any claims or take any other action to collect or enforce a payment of any amounts which may have been assigned to it or to which it may be entitled under this Security Agreement at any time or times.

5.5. Upon any default under this Security Agreement, the Secured Party's reasonable attorneys' fees and the legal and other expenses of pursuing, searching for, receiving, taking, keeping, storing, advertising and selling the Collateral will be chargeable to the Debtor.

5.6. If a Debtor will default in the performance of any of the provisions of this Security Agreement to be performed by that Debtor or on that Debtor's behalf, the Secured Party may

perform the same for that Debtor's account, and any monies expended in so doing will be chargeable with interest to the Debtors and added to the indebtedness secured hereby.

5.7. The Secured Party's waiver of or acquiescence in any default by a Debtor, or any failure of the Secured Party to insist upon strict performance by a Debtor of any warranties or agreements made in this Security Agreement, will not constitute a waiver of any subsequent or other breach, default, or failure.

5.8. A Debtor will promptly take any action that the Secured Party may reasonably request in order to enable the Secured Party to obtain and enjoy the full rights and benefits granted to the Secured Party under this Security Agreement, including without limitation, all rights necessary to obtain, use, sell, assign or otherwise transfer control of the FCC Licenses. Without limiting the generality of the foregoing, upon the occurrence of an Event of Default, at the written request of the Secured Party, and at a Debtor's sole cost and expense, a Debtor will:

5.8.1. assist the Secured Party in obtaining any required FCC approval for any action or transaction contemplated hereby, including preparing, signing and filing with the FCC or any other governmental body with jurisdiction thereover, the assignor's or transferor's portion of any application or applications for consent to the assignment of license necessary or appropriate under the Communications Act of 1934, as amended, or any other applicable statute, or the rules and regulations of the FCC or of any other governmental body, for approval of any sale, assignment, or transfer to the Secured Party or any other person or entity of any or all of the Collateral, including, without limitation, any or all of the FCC Licenses; and

5.8.2. execute all applications and other documents and take all other actions requested by the Secured Party to enable the Secured Party, its designee, any receiver, trustee, or similar official or any purchaser of all or any part of the Collateral to obtain from the FCC or any other governmental body any required authority necessary to operate the broadcasting business of the Debtors; and

5.8.3. if a Debtor will fail to execute and deliver any such application upon request of the Secured Party, the clerk of a court of competent jurisdiction may execute and deliver such application on behalf of Borrower.

5.9. Additional Right of the Lender to Use and Operate Collateral. Upon the occurrence of any Event of Default under this Security Agreement:

5.9.1. Subject to the provisions of the UCC, of any other applicable law, and any required prior approval of the FCC, the Secured Party will have the right and power to take possession of all or any part of the Collateral and to exclude a Debtor and all persons claiming under a Debtor wholly or partly therefrom, to the extent necessary, thereafter to hold, store and/or use, operate, manage and control the Collateral. Upon any such taking of possession, the Secured Party may, from time to time, at a Debtor's expense, make all such repairs, replacements, alterations, additions and improvements to and of the Collateral as the Secured

Party may deem proper. In any such case, subject to the prior approval of the FCC, to the extent necessary, the Secured Party will have the right to manage and control the Collateral and to carry on the business and exercise all of a Debtor's rights and powers respecting the Collateral, all as the Secured Party will deem best, including the right to enter into any and all such agreements with respect to the leasing and/or operation of the Collateral or any part thereof as the Secured Party may see fit; and the Secured Party will be entitled to collect and receive all rents, issues, profits, fees, revenues and other income of the same and every part thereof. Such rents, issues, profits, fees, revenues and other income will be applied to pay the expenses incurred in:

5.9.1.1. holding and operating the Collateral;

5.9.1.2. performing all maintenance, repairs, replacements, alterations, additions and improvements which the Secured Party may be required or elect to make, if any; and

5.9.1.3. paying all taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments, which the Secured Party may be required or authorized or elect to make (including legal costs and attorneys' fees).

Any remaining rents, issues, profits, fees, revenues and other income will be applied to the payment of the Obligations. Without limiting the generality of the foregoing, the Secured Party will have the right to apply for and have a receiver appointed by a court of competent jurisdiction in any action taken by the Secured Party to enforce its rights and remedies under this Security Agreement in order to manage, protect or preserve the Collateral or continue the operation of the business of a Debtor. The Secured Party will also have the right to collect all revenues and profits of a Debtor's business and apply the same to the payment of all expenses and other charges of any such receivership until a sale or other disposition of the Collateral will be finally made and consummated.

6. FCC Considerations.

6.1. Notwithstanding anything to the contrary contained in this Security Agreement, the Secured Party will not take any action pursuant to this Security Agreement which would constitute or result in any assignment of an FCC License or any change of control of the ownership or management of the Stations if such assignment of FCC Licenses or change of control would require, under then existing law (including the written rules and regulations promulgated by the FCC), the FCC's prior approval, without first obtaining such FCC approval.

6.2. Each Debtor agrees to take any action which the Secured Party may reasonably request in order to obtain and enjoy the full rights and benefits granted to the Secured Party by this Security Agreement and each other agreement, instrument and document delivered to the Secured Party in connection herewith or in any document evidencing or securing the Collateral, including specifically, at that Debtor's own cost and expense, the use of its best efforts to assist in obtaining FCC approval, which is then required by law, for any action or transaction that this Security Agreement contemplates.

6.3. The Parties acknowledge that, as of the date of this Security Agreement, the FCC does not allow a lien to extend to an FCC License or Construction Permit. Therefore, the Parties acknowledge that the security interest created by this Security Agreement does not extend to the FCC Licenses for the Stations. However, the law does allow for the security interest created by this Security Agreement to extend to the proceeds of the sale of the FCC authorizations, and the Parties agree that the security interest created by this Security Agreement does extend to the proceeds of the sale of the FCC Licenses for the Stations, and to the proceeds of the sale of any future FCC authorizations issued for the Stations. Furthermore, if, in the future, the FCC decides to allow security interests to extend to FCC authorizations, then, as of the effective date of that FCC decision, then the security interest created by this Security Agreement will automatically extend to any and all FCC authorizations issued for the Stations, without any need for amendment of this Security Agreement.

7. No Assumption of Duties. The rights and powers granted to the Secured Party under this Security Agreement are being granted to preserve and protect the Secured Party's security interest in and to the Collateral granted hereby and will not be interpreted to, and will not, impose any duties on the Secured Party in connection therewith.

8. Debtor's Rights in the Absence of Default. Assuming no breach by a Debtor of any material term of the Note, of this Security Agreement, or of any other Security Document or Related Document, the Debtors will be entitled to all rights of and attendant to ownership of the Stations Assets, including, but not limited to, the right to receive profits from the business operations of the Stations, to maintain the equipment used in the operation of the Stations, to replace equipment with equipment of at least equal value and functionality, and to otherwise operate the Stations in the normal course of business.

9. Financing Statements. The Debtors hereby expressly authorize the Secured Party to file Financing Statements covering the Collateral.

10. Co-Priority. Liens arising from this Security Agreement are of co-equal rank and priority with the liens arising in favor of the Secured Party's affiliates, by means of Security Agreements of even date entered into by the Debtor and its affiliate, in connection with the sale of radio station WPHD and in connection with the sale of radio station WZHD.

11. Miscellaneous. Captions are used in this Security Agreement only as a matter of convenience and for reference. The captions in no way define, limit, or describe either the scope of this Security Agreement or the intent of any provision of this Security Agreement. The gender and number of any word in this Security Agreement is for reference only and will apply with the same effect whether the actual party, item, action or inaction, concept or thing is of the masculine or feminine or neuter gender, an individual person or a corporation or other business form or legal entity, and the singular will include the plural, and vice versa.

12. Binding Effect. The terms, warranties and agreements set forth in this Security Agreement will bind and inure to the benefit of the respective Parties, and to their respective legal representatives, successors, and assigns.

13. Writing Required. The terms and conditions of this Security Agreement may not be waived, modified or amended orally. Rather, they may only be waived, modified, or amended by an agreement in writing signed by the Party against whom any waiver, modification or amendment is sought.

14. Governing Law. The Communications Act of 1934, as amended, the rules, regulations, and policies of the FCC, and the laws of the State of New York applicable to contracts made and to be performed in that State, specifically excluding its conflict of law provisions, will govern the construction of this Security Agreement, and the rights and obligations of the Parties under this Security Agreement.

15. Savings. If the FCC or any court of competent jurisdiction rules invalid or unenforceable any provision of this Security Agreement or the application of this Security Agreement to any Person or circumstance, such invalidity will not affect any other provision that can be given effect without the invalid provision or application. Any such invalid provision will be given effect to the extent possible, or it will be reformed so as to make it enforceable and valid while preserving, to the maximum extent, the Parties' original intent.

16. Choice of Law; Venue and Jurisdiction; Notice; Service of Process. This Security Agreement will be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the Act, the rules, regulations, and policies of the FCC, and the laws of the State of New York, without regard to its principals of conflicts of law. Venue for any adjudication of this Security Agreement will be only in the state and Federal courts sitting in Chemung County, New York, to the jurisdiction of which courts each of the Parties hereby submits, as the agreement of such Party, as not inconvenient, and not subject to review by any court other than such courts in Chemung County, New York. Any notice, or service of any summons and/or complaint under this Security Agreement and any other process which may be served on the Debtor in any action in respect hereto, may be made by registered mail or by delivering a copy of such process to the address specified in or pursuant to the APA, or as otherwise provided by law. Both Parties agree to keep such addresses current or to promptly supply updated contact information pursuant to the notice provisions of the APA. The Debtor agrees that this submission to jurisdiction and consent to service of process are reasonable and made for the express benefit of the Secured Party.

17. Waiver of Jury Trial. Each Debtor waives all right to trial by jury of all claims, defenses, counterclaims and suits of any kind directly or indirectly arising from or relating to this instrument or the dealings of the parties in respect hereto. Each Debtor acknowledges that this is a waiver of a legal right and that it makes this waiver voluntarily and knowingly after consultation with, or the opportunity to consult with, counsel of its choice. Each Debtor agrees

that all such claims, defenses, counterclaims and suits will be tried before a judge, without a jury.

18. Time of Essence. Time is of the essence in the performance of this Security Agreement.

19. Counterparts. This Security Agreement may be executed in counterparts, each of which will be deemed an original but both of which will constitute one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE.]

IN WITNESS WHEREOF, the Parties have executed this SECURITY AGREEMENT to be duly executed as of the day and year first above written.

<p style="text-align: center;">DEBTOR</p> <p>SEVEN MOUNTAINS MEDIA OF NY, LLC</p> <p>BY: _____</p> <p style="text-align: center;">KRISTIN CANTRELL ITS MANAGER AND PRESIDENT</p>	<p style="text-align: center;">SECURED PARTY</p> <p>EUROPA COMMUNICATIONS, INC.</p> <p>BY: _____</p> <p style="text-align: center;">GEORGE HAWRAS ITS VICE-PRESIDENT</p>
<p style="text-align: center;">DEBTOR</p> <p>SOUTHERN BELLE, LLC</p> <p>BY: _____</p> <p style="text-align: center;">KRISTIN CANTRELL ITS MANAGER AND PRESIDENT</p>	

SCHEDULE A**TANGIBLE ITEMS OF COLLATERAL**

PART ONE:

EQUIPMENT AT MAIN-TRANSMITTER SITE OF STATION WMTT

QUANTITY	ITEM
One	PSI Model FHR-4C-HWS-DA 4 Bay Rototiller FM Antenna with Radomes
One	175-foot length of Andrew Type HJ12-50A 2-1/4-inch Air-Dielectric Coax
One	Armstrong Model FM-12000T2 12-kW Transmitter
One	Armstrong Model FM-1000LCD 1,000-Watt Intermediate Power Amplifier
One	Armstrong Model FMX-30b 30-Watt FM Exciter
One	Armstrong Model 727-2 2-Bay FM Antenna (Auxiliary)
One	ERI Model ERI LP-2E-SP 2-Bay Rototiller FM Antenna (Former Auxiliary)
One	120-foot length of Cablewave Type HCC-158 1-5/8-inch Air-Dielectric Coax
One	Armstrong Model FM-5000T 5-kW Transmitter (Auxiliary)
One	OMB Model AM-250 250-Watt Intermediate Power Amplifier (Auxiliary)
One	OMB Model EM 20-30 20-Watt FM Exciter (Auxiliary)
One	Armstrong Xlink STL Receiver
One	Scala Model PR-950 Paraflector STL Antenna
One	100-foot length of Andrew Type LDF4-50A 1/2-inch Foam-Dielectric Coax
One	Sine Systems Dial Up Remote Control Unit
One	Novatel Phone/Internet Receiver (uses Verizon Service)
One	Stepladder
One	Table
One	Vacuum Cleaner

WPHD SECURITY AGREEMENT

_____, 2020

SCHEDULE A, PART TWO:
EQUIPMENT AT TRANSMITTER SITE OF FM TRANSLATOR STATION W226AP

QUANTITY	ITEM
One	Scala Model CA2-CP FM Antenna
One	80-foot length of Andrew Type LDF4-50A 1/2-inch Foam-Dielectric Coax
One	Bext Model LogR FM Receiving Antenna
One	Innovonics Model 631 FM Receiver
One	Armstrong Model FMX-100 FM Exciter
One	MFC Bandpass FM Receive Filter

SCHEDULE A, PART THREE:
EQUIPMENT AT TRANSMITTER SITE OF FM TRANSLATOR STATION W228DN

QUANTITY	ITEM
One	Scala Model CA2 FM Antenna
One	Armstrong Model FMX-30b FM Exciter

SCHEDULE A, PART FOUR:
EQUIPMENT AT TRANSMITTER SITE OF FM TRANSLATOR STATION W236AK

QUANTITY	ITEM
One	25% Ownership Interest in EMR FM Translator Combiner
One	Armstrong Model FMX-150 FM Exciter
One	Scala Model MF-960b Miniflector STL Antenna
One	20-foot length of Andrew Type LDF4-50A 1/2-inch Foam-Dielectric Coax
One	OMB Model MR Platinum STL Receiver

SCHEDULE A, PART FIVE:
EQUIPMENT AT TRANSMITTER SITE OF FM TRANSLATOR STATION W236CP

QUANTITY	ITEM
One	Scala Model CA2V FM Antenna
One	75-foot length of RG-213 3/8-inch Foam-Dielectric Coax
One	CSI Model FM-20 FM Exciter

SCHEDULE A, PART SIX:
EQUIPMENT AT TRANSMITTER SITE OF FM TRANSLATOR STATION W239BK

QUANTITY	ITEM
One	Scala Model FMV FM Antenna
One	30-foot length of Andrew Type LDF4-50A 1/2-inch Foam-Dielectric Coax
One	Armstrong Model FMX-150 FM Exciter
One	Scala HDCA-5 FM Receiving Antenna
One	Innovonics Model 640 Aaron FM Receiver
One	MFC Bandpass FM Receive Filter
One	Rohn 10-Foot Portable Tower
One	Outdoor Equipment Enclosure

SCHEDULE A, PART SEVEN:
EQUIPMENT AT TRANSMITTER SITE OF FM TRANSLATOR STATION W239BQ

QUANTITY	ITEM
One	Scala Model FMV FM Antenna
One	50-foot length of Andrew Type LDF4-50A 1/2-inch Foam-Dielectric Coax
One	Armstrong Model FMX-150 FM Exciter
One	Scala Model MF-960b Miniflector STL Antenna
One	40-foot length of Andrew Type LDF4-50A 1/2-inch Foam-Dielectric Coax
One	Armstrong Model Xlink STL Receiver
One	Roof-Mounted Rohn 10-Foot Portable Tower

SCHEDULE A, PART EIGHT:
EQUIPMENT AT TRANSMITTER SITE OF FM TRANSLATOR STATION W250BI

QUANTITY	ITEM
One	Scala Model FMV FM Antenna
One	30-foot length of Andrew Type LDF4-50A 1/2-inch Foam-Dielectric Coax
One	Nicom Model FM-150 FM Exciter
One	Scala Model HDCA-5 FM Receiving Antenna
One	Innovonics Model 650 Aaron FM Receiver
One	MFC Bandpass FM Receive Filter
One	Rohn 10-Foot Portable Tower
One	Outdoor Equipment Enclosure

SCHEDULE A, PART NINE:
EQUIPMENT AT TRANSMITTER SITE OF FM TRANSLATOR STATION W269BK

QUANTITY	ITEM
One	Armstrong Model FMA-707-1 1-Bay FM Antenna (Pole Mounted)
One	120-foot length of Andrew Type LDF4-50A 1/2-inch Foam-Dielectric Coax
One	OMB Model EM-100 FM Exciter

SCHEDULE A, PART TEN:
EQUIPMENT AT TRANSMITTER SITE OF FM TRANSLATOR STATION W277DW

QUANTITY	ITEM
One	Scala Model CA2-CP FM Antenna
One	410-foot length of Andrew Type LDF5-50A 7/8-inch Foam-Dielectric Coax
One	Armstrong Model FMX-300 FM Exciter
One	Omnia Model 3 FM Processor

SCHEDULE A, PART ELEVEN:
EQUIPMENT AT TRANSMITTER SITE OF FM TRANSLATOR STATION W284BX

QUANTITY	ITEM
One	Scala Model CLFM-RX FM Antenna
One	20-foot length of Andrew Type LDF4-50A 1/2-inch Foam-Dielectric Coax
One	Armstrong Model FM-10P FM Exciter
One	Scala Model HDCA-5 FM Receiving Antenna
One	Denon Model 680-NAB FM Receiver
One	Outdoor Equipment Enclosure

SCHEDULE A, PART TWELVE:
EQUIPMENT AT TRANSMITTER SITE OF FM TRANSLATOR STATION W300BX

QUANTITY	ITEM
One	Scala Model FMV FM Antenna
One	50-foot length of Andrew Type LDF4-50A 1/2-inch Foam-Dielectric Coax
One	OMB Model EM-100 FM Exciter
One	Radio Shack Yagi FM Receiving Antenna
One	MFC Bullet Trap FM Receive Filter
One	Fanfare Model FT-1A FM Receiver

SCHEDULE A, PART THIRTEEN:
WMTT STL UPLINK EQUIPMENT AT CRANE ROAD TOWER SITE

QUANTITY	ITEM
One	Scala Model PR-950 Paraflector STL Antenna
One	220-foot length of Andrew Type LDF5-50A 7/8-inch Foam-Dielectric Coax
One	Armstrong Model Xlink STL Transmitter
One	Scala Model MF-960b Miniflector Antenna
One	120-foot length of Andrew Type LDF5-50A 7/8-inch Foam-Dielectric Coax
One	Armstrong Model Xlink STL Receiver

SCHEDULE 1.1.3.1, PART FOURTEEN:
EQUIPMENT AT HORSEHEADS STUDIO AND OFFICE

QUANTITY	ITEM
One	<p style="text-align: center;">Equipment Set for Functional Studio:</p> <ul style="list-style-type: none"> • Computer for Broadcast-Automation functions* • Computer for Music-Scheduling functions* • Computer for Promo-Scheduling functions* • Mackie Mixer • Audio Amplifier and Speakers; • Audio Technica or Behringer Microphone • DBX 286A Mic Processor • Marketron Software (Cloud Based) • Sage Endec EAS Unit <p>* – The Buyers are to supply their own Software for these computers.</p>
One	Omnia One Audio Processor
One	RDS Encoder Unit
Two	Henry Engineering AES Digi Switches
One	Maximum Security office alarm system with motion detectors and switches
One	Night Owl Pro 4 Digital Camera security system

SCHEDULE A, PART FOURTEEN (CONTINUED):
EQUIPMENT AT HORSEHEADS STUDIO AND OFFICE

QUANTITY	ITEM
One	Nortel MCIS Series Telephone System with Call Pilot Answering Machine and Nortel Telephones*
Eighteen	Computers and Monitors (Office Computers, Office Server, Audio Server, Backup Audio Server, Stream Server)*
One	HP Color Laserjet Printer*
Six	HP Monochrome Laserjet Printer*
One	Dual WAN Router*
One	Ethernet Switch*
One	Web Switch*
Two	WiFi Units*
One	Binghamton Wireless IP feed*
One	EMNet Unit (for Pennsylvania EAS)
One	EAS FM Receiver *
One	Scala Model MF-960 Miniflector STL Antenna (Roof Mounted)
One	75-foot length of Andrew Type LDF4-50A 1/2-inch Foam-Dielectric Coax
One	Armstrong Model Xlink STL Transmitter
One	Armstrong FMA-707-1 One-Bay FM Antenna
Two	100-foot lengths of Andrew Type LDF4-50A 1/2-inch Foam-Dielectric Coax
One	OMB FM Exciter/Transmitter
Eleven	2- and 3-Drawer Lateral File Cabinets*
Ten	Desks*
Fifty	Desk and Guest Chairs*
Two	Book Cases*
One	Credenza*

* – Shared with Stations WPHD and WZHD

SCHEDULE A, PART FOURTEEN (CONTINUED):
EQUIPMENT AT HORSEHEADS STUDIO AND OFFICE

QUANTITY	ITEM
One	Shredder*
One	Scanner*
One	Photocopier*
One	Telecopier*
One	Microwave Oven*
One	Refrigerator*
Two	200-Ampere Circuit-Breaker Panels*
One	2013 Chevrolet Equinox, Vehicle Identification Number 2GNFLCEK0D6111813

* – Shared with Stations WPHD and WZHD