

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of May 23<sup>rd</sup>, 2016, between In Phase Broadcasting, Inc. ("Seller") and Extreme Media, LLC ("Buyer").

### RECITALS

A. Seller owns Radio Station KBGT-FM (Facility ID No, 183341), licensed to Buffalo Gap, Texas (hereinafter the "Station").

B. Seller owns or holds certain tangible and intangible assets, including certain licenses, permits and authorizations issued by the Federal Communications Commission (the "FCC"), used or useful in the operation and ownership of the Station.

C. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, certain of the assets of Seller used or held for use in the ownership and operation of the Station.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

### 1. PURCHASE AND SALE OF ASSETS

**1.1 Assets to be Transferred.** Subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined), Seller shall sell, transfer, convey, assign, and deliver to Buyer, and Buyer shall purchase and accept the following assets of Seller that relate to the ownership and operation of the Station, together with all rights and privileges associated with such assets and with the ownership of the Station as follows (collectively the "Purchased Assets"):

(a) Licenses. All licenses, permits, and authorizations issued or granted by the FCC to Seller for the operation of the Station or used in connection with the operation of the Station described in Schedule 1.1(a) attached hereto (the "FCC Authorizations"), and all other licenses, permits and authorizations issued to Seller by any other governmental entity in connection with the ownership and operation of the Station (collectively with the FCC Authorizations, the "Licenses");

(b) Tangible Personal Property. The items of tangible personal property owned, leased or held by Seller and used in connection with the ownership and operation of the Station which are described or listed in Schedule 1.1(b) attached hereto, together with any replacements thereof or improvements or additions thereto, made from the date hereof through the Closing Date;

(c) Books and Records. All of Seller's rights in and to the Station's public files, technical information and engineering data, and filings with the FCC, original or true copies of all written Contracts to be assigned hereunder, and logs and records relating to operational and technical matters (excluding records relating to any Excluded Asset (as hereinafter defined)). Seller's understanding of the items to be transferred per the provisions of this subpart (c) are attached on Schedule 1.1(c);

(d) Contract Rights. All of Seller's rights in and under those contracts, agreements, leases and legally binding contractual rights of any kind, written or oral, relating to the ownership and operation of the Station which are (a) listed in Schedule 1.1(d) attached hereto, or (b) with the written consent of Buyer, entered into by Seller from the date hereof through the Closing Date in the ordinary course of Seller's business consistent with past practices (collectively, the "Contracts");

(e) Real Property Leases. A lease for Seller's transmitter site located at Old Coleman Road, Potosi, Texas, which is identified by the FCC as Antenna Structure Registration No. 1044891 in Taylor County, and currently registered to Global Tower, LLC through American Towers, LLC (hereinafter the "Tower Lease"). It shall be Buyer's responsibility to satisfy Global Tower for the assignment and assumption of the Tower Lease. Such assignment must require a complete assumption of all of Seller's obligations without the possibility of any residual or future obligation on the part of Seller.

(f) Third-Party Claims. Except for claims relating to taxes or to excluded assets described in Section 1.2, all rights and claims of the Station whether mature, contingent or otherwise, against third parties whether in tort, contract, or otherwise, including, without limitation, causes of action, unliquidated rights and claims under or pursuant to all warranties, representations and guarantees made by manufacturers, suppliers or vendors; and

(g) Prepaid Expenses. All prepaid expenses of the Station.

**1.2 Excluded Assets.** It is understood and agreed that the following assets (the "Excluded Assets") shall not be included among the Purchased Assets and shall not be acquired by Buyer as part of the transactions provided for herein:

(a) Cash. Seller's cash on hand and accounts receivable as of the Closing and any of Seller's interests in its bank accounts and all of Seller's other cash, cash equivalents, security funds, securities, investments and deposits;

(b) Tax Refunds. Any claims, rights and interests in and to any refunds of taxes for periods prior to the Closing Date;

(c) Company Records. All records relating to the Excluded Assets described in this Section 1.2 and to Seller's accounts payable and general ledger records;

(d) Insurance, etc. Any insurance policies and proceeds thereof, promissory notes, bonds, certificates of deposits or other similar items and cash surrender value in regard thereto;

(e) Benefit Plans. Any pension, profit-sharing, or employee benefits plans;

(f) Miscellaneous Contracts. Any agreements not included among the Contracts listed on Schedule 1.1(d);

(g) Financial Records. All of Seller's tax returns and supporting materials, all original financial statements and supporting materials, all books and records that Seller is required by law to retain, and all records of Seller relating to the sale of the Purchased Assets;

(h) Real Property. Any and all of Seller's real property associated with the current Station operations that are not described in Section 1.1 of this Agreement.; and

(i) Other. The items of property listed in Schedule 1.2.

## 2. ASSUMPTION OF LIABILITIES

**2.1 Liabilities to be Assumed.** As used in this Agreement, the term "Liability" shall mean and include any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured. Subject to the terms and conditions of this Agreement, on the Closing Date, Buyer shall assume and agree to perform and discharge only the Tower Lease and the Liabilities of Seller set forth on Schedule 2.1 attached hereto (collectively the "Assumed Liabilities"). Buyer's assumption of the Tower Lease must require that Seller be absolved and insulated from any future payment obligations whatsoever regardless of the circumstances. Under no circumstances shall Seller maintain any residual obligation under any of the agreements to be assigned and assumed in this transaction, and the parties acknowledge and agree that this is a firm requirement of Seller's with regard to proceeding to Closing hereunder.

**2.2 Liabilities Not to be Assumed.** Except as and to the extent specifically set forth in Section 2.1 of this Agreement, Buyer is not assuming any Liabilities of Seller, and all such Liabilities shall be and remain the responsibility of Seller.

## 3. PURCHASE PRICE; PAYMENT

**3.1 Purchase Price.** The purchase price (the "Purchase Price") for the Purchased Assets shall be Three Hundred Seventeen Thousand Two Hundred Ninety and 73/100 Dollars (\$317,290.73).

**3.2 Payment of Purchase Price.** The Purchase Price shall be paid by Buyer in full at Closing by certified bank check or wired funds.

**3.3 Allocation of Purchase Price.** The aggregate Purchase Price (including the assumption by Buyer of the Assumed Liabilities, if any) shall be allocated among the Purchased Assets for tax purposes in accordance with Schedule 3.3. Seller and Buyer will follow and use such allocation in all tax returns, filings or other related reports made by them to any governmental agencies.

#### **4. REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller makes the following representations and warranties to Buyer, each of which is true and correct on the date hereof, shall remain true and correct to and including the Closing Date, shall be unaffected by any investigation heretofore or hereafter made by Buyer, or any knowledge of Buyer, and shall survive the Closing of the transactions provided for herein as specified in Article 15 of this Agreement.

##### **4.1 Power.**

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio and is authorized to do business in the State of Texas.

(b) Seller has all requisite power and authority to own, operate and lease his properties, to carry on his business as and where such is now being conducted, to enter into this Agreement and the other documents and instruments to be executed and delivered by Seller pursuant hereto and to carry out the transactions contemplated hereby and thereby.

**4.2 Authority.** The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Seller pursuant hereto and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action of Seller. No other or further act or proceeding on the part of Seller is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by Seller pursuant hereto or the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by Seller pursuant hereto will constitute, valid binding agreements of Seller, enforceable in accordance with their respective terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.

##### **4.3 Required Consents; No Conflicts.**

(a) Except as set forth in Schedule 4.3(a) or in connection with the filings referred to in Section 6.1 and Section 6.2, the execution, delivery and performance by the Seller of this Agreement or any of the agreements to be delivered in connection herewith will not require the consent, approval, authorization or permit of, or filing with, or notification to any Governmental Entity, except (i) as have been obtained or will be obtained or have

occurred prior to the Closing, and (ii) those the absence of which will not be reasonably expected to have a material adverse effect on the Station or its business.

(b) Except as set forth in Schedule 4.3(b), the execution and delivery of this Agreement or any of the agreements to be delivered in connection herewith, the fulfillment of and the compliance with the respective terms and provisions of each, and the consummation of the transactions described in each, do not and will not (i) conflict, in any material respects, with or violate any Law applicable to or affecting Seller, the Station or the Purchased Assets, (ii) conflict, in any material respects, with or result in any material breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under any Contract to which Seller is a party or by which Seller is bound or to which any of the Purchased Assets or the Station is subject or affected (except certain of the Contracts may be assigned only with the consent of third parties as set forth in Schedule 4.3(b)), or result in the creation of any Lien upon the Purchased Assets, or (iii) conflict with or violate the organizational documents of Seller.

**4.4 Absence of Certain Changes.** Except as and to the extent set forth in Schedule 4.4 attached hereto, there has not been (i) any sale, lease or other transfer or disposition of any of the Purchased Assets, except for the sale of items in the ordinary course of business; or (ii) any other event or condition not in the ordinary course of business relating to the Station that would have a material adverse effect on the Station as it is presently operated.

**4.5 Absence of Undisclosed Liabilities.** Seller does not have any Liabilities relating to the operation of the Station other than commercial liabilities and obligations incurred in the ordinary course of business and consistent with past practice and none of which has or will have a material adverse effect on the business or results of operations of the Station, and none of which shall be assumed or payable by Buyer.

**4.6 No Litigation.** Except as set forth in Schedule 4.6 attached hereto, there is no Litigation pending or, to the best of Seller's knowledge, threatened against Seller relating to its ownership and operation of the Station, or any of the Purchased Assets, nor does Seller know, or have grounds to know, of any basis for any Litigation.

**4.7 Compliance With Laws and Orders.**

(a) Compliance. Except as set forth in Schedule 4.7(a) attached hereto, the Station (including its operations and practices) and the Purchased Assets are in full compliance in all material respects with all applicable Laws and Orders. Except as set forth in Schedule 4.7(a) attached hereto, Seller has not received notice of any violation or alleged violation pertaining to the operation of the Station, and is subject to no Liability for past or continuing violation pertaining to the operation of the Station of any Laws or Orders. To Seller's knowledge, all reports, fees (including without limitation FCC regulatory fees) and returns pertaining to the Station required to be filed by Seller with any Government Entity have been filed and/or paid and were accurate and complete when filed. To Seller's knowledge, the operation of the Station as it is now conducted does not, nor, to Seller's

knowledge, does any condition existing at Seller's or the Station's facilities, in any manner constitute a nuisance or other tortious interference with the rights of any person or persons in such a manner as to give rise to or constitute the grounds for a suit, action, claim or demand by any such person or persons seeking compensation or damages or seeking to restrain, enjoin or otherwise prohibit any aspect of the conduct of such business or the manner in which it is now conducted.

(b) Licenses and Permits. Seller has all licenses, permits, approvals, authorizations and consents of all Government Entities required for the operation of the Station. Seller is in compliance in all material respects with the FCC Authorizations pertaining to the Station. All FCC Authorizations are in full force and effect and are assignable to Buyer in accordance with the terms hereof, and Seller is in compliance in all material respects with all such FCC Authorizations, approvals, authorizations and consents. Schedule 1.1(a) attached hereto lists (i) all licenses, permits and other authorizations (including all broadcast auxiliary licenses, construction permits and all grants of Special Temporary Authority), issued by the FCC relating to the Station as of the date of this Agreement and (ii) all licenses, permits or authorizations issued to Seller by any Governmental Entities which are material to the business or operation of the Station and held by Seller as of the date of this Agreement. To Seller's knowledge, no other broadcast Station or radio communications facility is causing interference to the Station's transmission beyond that which is allowed by FCC rules and regulations.

#### **4.8 Title to and Condition of Purchased Assets.**

Personal Property. Schedule 1.1(b) specifically identifies as such and contains a complete description of all of the equipment and other tangible personal property of Seller (collectively, the "Personal Property"). Except as specifically disclosed in Schedule 1.1(b), Seller has good and marketable title to all of the Personal Property. None of the Personal Property is subject to any liens (statutory or otherwise), security interest, claim, pledge, license, option, conditional sales contract, assessments, levy, charge or encumbrance or any nature whatsoever (collectively, "Liens"), except as specifically disclosed in Schedule 1.1(b). Seller has complete and unrestricted power and right to sell, assign, convey and deliver the Purchased Assets to Buyer as contemplated hereby. The Personal Property is sufficient for Buyer to transmit a signal as licensed by the FCC. Except as otherwise specified in Schedule 1.1(b), as of the date of this Agreement, all Personal Property of Seller is, in all material respects, and has been well maintained in compliance with good engineering and business practice and is otherwise sufficient to permit the Station to operate in accordance with all Laws, the FCC Authorizations, the underlying licenses and construction permits of the Station, and the rules and regulations of the FCC.

**4.9 Contracts.** Schedule 1.1(d) contains a complete list, as of the date hereof, of the Contracts relating to the business and operations of the Station (the "Contracts"), it being understood that the Contracts included on Schedule 1.1(d) do not include contracts to which Seller is a party that do not relate to the Station or the Purchased Assets.

#### **4.10 Taxes.**

(a) All tax returns that are required to be filed on or before the execution of this Agreement by Seller have been duly filed on a timely basis under the statutes, rules and regulations of each applicable jurisdiction and Seller will file or will cause to be duly filed, all tax returns required to be filed by Seller as of the Closing Date and with respect to any taxable period prior to or which includes the Closing Date. All such tax returns are (or will be) complete and accurate in all material respects.

(b) No claim, judgment, Lien, settlement, writ, or order for assessment or collection of taxes has been asserted against Seller. Seller is not a party to any pending audit, action, suit, claim, litigation, proceeding or investigation by any Governmental Entity for the assessment or collection of taxes, nor does Seller have knowledge of any threatened audit, suit, claim, litigation, action, proceeding or investigation.

(c) No Liens (whether filed or arising by operation of law) have been imposed upon or asserted against any of the Purchased Assets as a result of or in connection with any failure, or alleged failure to pay any Tax.

(d) Seller has not waived or extended any statutes of limitation for the assessment or collection of taxes. No claim has ever been made by a Governmental Entity in a jurisdiction where the Seller does not currently file tax returns that the Seller may be subject to taxation by that jurisdiction, nor is Seller aware that any such assertion of Tax jurisdiction is pending or threatened.

(e) Seller has withheld and paid all taxes required to be withheld in connection with any amounts paid or owing to any employee, creditor, independent contractor or other third party.

**4.11 Broker Commission or Finder's Fees.** The Seller acknowledges and agrees that no person or entity is entitled to brokerage commission or finder's fee with regard to this transaction.

**4.12 Seller's Financial Condition.** No insolvency proceedings of any character, including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller or any of its respective assets or properties are pending, or threatened, and Seller has made no assignment for the benefit of creditors, fraudulent conveyances, preferences, or transfers, nor has Seller taken any action with a view to, or which would constitute a basis for, the institution of any such insolvency proceedings.

**4.13 No Third Party Options.** There are no existing agreements with, operations or rights of, or commitments to any person other than Buyer to acquire any of the Purchased Assets or any interest therein or in the Station.

**4.14 Insurance.** Schedule 4.14 contains a true and complete list of all of Seller's policies of title, property, fire, casualty, liability, life, workers' compensation, libel and slander,

and other forms of insurance of any kind relating to the Purchased Assets or the business and operations of the Station as of the date hereof. All such policies are (i) in full force and effect; (ii) are sufficient for compliance in all material respects by Seller with all requirements of Law and of all agreements to which Seller is a party; and (iii) are valid, outstanding, and enforceable policies and the policy holder is not in default in any material respect thereunder.

**4.15 Tower Leases.** All payments required to be made by Seller on the Tower Lease referred to in Schedule 1.1(e) have been paid and will be paid through the Closing Date.

**4.16 Disclosure.** No representation or warranty by Seller in this Agreement, nor any statement, certificate, schedule, document or exhibit hereto furnished or to be furnished by or on behalf of Seller pursuant to this Agreement or in connection with transactions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading. All statements and information contained in any certificate, instrument, or document delivered by or on behalf of Seller shall be deemed representations and warranties by Seller.

## **5. REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer makes the following representations and warranties to Seller, each of which is true and correct on the date hereof, shall remain true and correct to and including the Closing Date and shall survive the Closing of the transactions provided for herein as specified in Article 15 of this Agreement.

### **5.1 Organization and Power.**

(a) Organization. Buyer is a Texas corporation duly organized, validly existing and in good standing under the laws of the State of Texas.

(b) Power. Buyer has all requisite power to enter into this Agreement and the other documents and instruments to be executed and delivered by Buyer and to carry out the transactions contemplated hereby and thereby.

**5.2 Authority.** The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Buyer pursuant hereto and the consummation of the transaction contemplated hereby and thereby have been duly authorized by Buyer. No other act or proceeding on the part of Buyer is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by Buyer pursuant hereto or the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by Buyer pursuant hereto will constitute, valid and binding agreements of Buyer, enforceable in accordance with their respective terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.

**5.3 Broker Commission or Finder Fee.** The Buyer acknowledges and agrees that no person or entity is entitled to brokerage commission or finder's fee with regard to this transaction.

**5.4 Disclosure.** No representation or warranty by Buyer in this Agreement, nor any statement, certificate, schedule, document or exhibit hereto furnished or to be furnished by or on behalf of Buyer pursuant to this Agreement or in connection with the transactions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading. All statements and information contained in any certificate, instrument, or document delivered by or on behalf of Buyer shall be deemed representations and warranties by Buyer.

**5.5 Qualifications as a Broadcast Licensee.** At Closing, Buyer will be legally, financially and otherwise qualified under the Communications Act of 1934, as amended, and the existing rules, regulations and published policies of the FCC (collectively, "FCC Laws"), to acquire and operate the Station.

## **6. APPLICATIONS TO AND CONSENT BY FCC**

**6.1 FCC Consent.** Consummation of the transactions provided for herein and the performance of the obligations of Seller and Buyer under this Agreement are subject to the condition that the FCC shall have issued its written consent to an application for consent to the assignment of the FCC Authorizations from Seller to Buyer (the "Assignment Application") without any condition materially adverse to Buyer (the "FCC Consent").

**6.2 Assignment Application and Notice.** No later than ten (10) business days after the signing of this Agreement and Buyer secures firm bank financing for this purchase transaction, Seller and Buyer shall file the Assignment Application with the FCC, including all information, data, exhibits, resolutions, statements and other materials necessary and proper in connection with such Assignment Application. Seller shall, at its expense, give due notice of the filing of the Assignment Application by broadcasting notice of such filing on the Station or by such other means as may be required by the rules and regulations of the FCC; provided that Buyer shall deliver to Seller on the date the Assignment Application is filed with the FCC, the information relating to Buyer that is required to be included in such notice.

**6.3 Mutual Covenant of Reasonable Cooperation.** Seller and Buyer shall diligently and expeditiously take all necessary and proper steps, provide any additional information requested by the FCC, and otherwise use their best efforts to obtain the FCC Consent and to comply with this Article 6.

**6.4 Assignment Application Expenses and Fees.** Each party shall be solely responsible for the expenses incurred by it in the preparation, filing and prosecution of its

respective portion of the Assignment Application. All filing fees imposed by the FCC shall be paid by Buyer.

## **7. OTHER MATTERS**

**7.1 Costs.** Except as otherwise provided herein, each party to this Agreement shall be responsible for and bear all of its own costs and expenses, including, without limitation, the expenses of its representatives, incurred at any time in connection with pursuing or consummating the transactions provided for in this Agreement.

**7.2 Risk of Loss.** Risk of loss for damage to or theft, loss or destruction of the Purchased Assets (by any means, including, without limitation, acts of God) occurring after the date of this Agreement and prior to the Closing shall be borne by Seller, and after the Closing shall be borne by Buyer.

**7.3 Updating of Schedules.** From time to time after the full execution of this Agreement and prior to the Closing, Seller will promptly supplement or amend the Schedules delivered in connection herewith with respect to any matter which exists or occurs after the date of this Agreement and which, if existing or occurring at or prior to the date of this Agreement, would have been required to be set forth or described in the Schedules or which is necessary to correct any information therein; provided, however, that the provisions of this Section are informational only and Buyer shall not be bound to the terms of any changed Schedules unless they are incorporated into this Agreement by a written amendment signed by Buyer.

**7.4 Transfer Taxes and Similar Charges.** All recordation, transfer and documentary taxes and fees, stamps, and any excise, sales or use taxes, and all similar costs of transferring the Purchased Assets in accordance with this Agreement shall be borne by Seller.

## **8. FURTHER COVENANTS OF SELLER**

**8.1 Conduct of Business Pending the Closing.** From the date hereof until the Closing or earlier termination of this Agreement without a closing, except as provided for in the Local Programming and Marketing Agreement that is attached to this Agreement as Exhibit D, Seller shall have complete control and supervision of and sole responsibility for the Station and its operation and during such period:

(a) Maintain Organization. Seller shall, except as provided for in the Time Brokerage Agreement dated October 12, 2012 that is attached to this Agreement as Exhibit D, take such action as may be necessary to comply with all FCC requirements, rules and regulations.

(b) Maintenance of Insurance. Seller shall, except as provided for in the Time Brokerage Agreement that is attached to this Agreement as Exhibit D, maintain all of

the insurance related to the Station and the Purchased Assets in effect as of the date hereof and shall procure such additional insurance as shall be reasonably requested by Buyer.

(c) **Maintenance of Property.** Seller shall, except as provided for in the Local Programming and Marketing Agreement that is attached to this Agreement as Exhibit D, use, operate, maintain and repair, and replace, if necessary, all assets of Seller which are defined herein as Purchased Assets in a normal business manner.

**8.2 Other Action.** Seller shall use its best efforts to cause the fulfillment at the earliest practicable date of all of the conditions to the parties' obligations to consummate the transactions contemplated in this Agreement.

## **9. JOINT COVENANTS**

Seller and Buyer shall have a continuing obligation to promptly notify the other party in writing with respect to any matter hereafter arising or discovered which, if existing or known at the date of this Agreement, would have been required to be disclosed to the other party, but no such disclosure shall cure any breach of any representation or warranty which is inaccurate. Further, Seller and Buyer shall give prompt notice to the other party at any occurrence that comes to its attention that may constitute a misrepresentation, breach of warranty, or nonfulfillment of any covenant or condition on the part of Seller or Buyer contained in this Agreement. Seller and Buyer both agree to use their best efforts prior to Closing to obtain all consents necessary for the consummation of the transaction contemplated hereby, including consent and approval from the FCC.

## **10. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS**

Each and every obligation of Buyer to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of each of the following conditions:

**10.1 Representations and Warranties True on the Closing Date.** Each of the representations and warranties made by Seller in this Agreement, and the statements contained in any instrument, list, certificate or writing delivered by Seller pursuant to this Agreement, shall be true and correct in all material respects when made and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date.

**10.2 Compliance With Agreement.** Seller shall have performed and complied in all material respects with all of its agreements and obligations under this Agreement which are to be performed or complied with by Seller prior to or on the Closing Date, including the delivery of the closing documents specified in Section 13.2 hereof.

**10.3 Absence of Litigation.** No Litigation shall have been commenced, and no investigation by any Government Entity shall have been commenced, against Buyer, Seller or any of the affiliates, officers, members or Shareholders of any of them, with respect to the transactions contemplated hereby.

**10.4 Consents and Approvals.** The FCC Consent and all other approvals, consents and waivers that are required to effect the assignments of the Station license contemplated hereby shall have been received and the FCC Consent shall have become a Final Order (as hereinafter defined), provided that a Final Order may be waived by Buyer. "Final Order" means a grant, consent or authorization by the FCC which is no longer subject to reconsideration or review by the FCC or a court of competent jurisdiction, and in regards to the Assignment Application, consents to the assignment of the FCC Authorizations contemplated by this Agreement without the imposition of any conditions that could have a material adverse effect on Seller or Buyer with respect to the assignment of the FCC Authorizations from Seller to Buyer.

**10.5 Third Party Consents and Approvals.** Seller shall have obtained all third-party consents and approvals, if any, required for the transfer or continuance, as the case may be, of the Contracts on Schedule 1.1(d) attached hereto (and contracts that would have been on Schedule 1.1(d) attached hereto had they been in existence on the date of this Agreement).

**10.6 Closing Certificates.** Buyer shall have received a certificate, dated as of the Closing Date, from Seller certifying that the conditions set forth in Sections 10.1 and 10.2 hereof have been fulfilled.

**10.7 Copies of Documents.** Seller shall have delivered to Buyer true and complete copies of all written leases, commitments, contracts, licenses, and other agreements referred to in Schedule 1.1(d) attached hereto.

**10.8 Due Diligence.** Completion of due diligence satisfactory in all respects to Buyer in Buyer's sole discretion. Buyer's due diligence review of the Station must be completed within ten (10) days of the execution of this Agreement, and Buyer must present Seller with a written list of any due diligence issues within 5 days of the completion of such due diligence review. Seller shall be afforded a reasonable amount of time – at least thirty (30) days – to resolve any due diligence issues noted by Buyer in its due diligence report.

**10.9 Membership Approval.** Buyer shall have received the approval of its members for the purchase and of the terms and conditions of this Agreement.

## **11. CONDITION PRECEDENT TO SELLER'S OBLIGATIONS**

Each and every obligation of Seller to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following conditions:

**11.1 Representations and Warranties True on the Closing Date.** Each of the representations and warranties made by Buyer in this Agreement, and the statements contained in any instrument, certificate or writing delivered by Buyer pursuant to this Agreement, shall be true and correct in all material respects when made and shall be true

and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date.

**11.2 Compliance With Agreement.** Buyer shall have performed and complied in all material respects with all of Buyer's agreements and obligations under this Agreement which are to be performed or complied with by Buyer prior to or on the Closing Date, including the delivery of the closing documents and the Purchase Price specified in Section 13.3 of this Agreement

**11.3 Consents and Approvals.** The FCC Consent and all other approvals, consents and waivers that are required to effect the assignment of the Licenses shall have been received.

**11.4 Absence of Litigation.** No Litigation shall have been commenced or threatened, and no investigation by any Government Entity shall have been commenced, against Buyer, Seller or any of the affiliates, officers, members or Shareholders of any of them, with respect to the transactions contemplated hereby.

**11.5 Certifications.** Seller shall have received a certificate, dated as of the Closing Date, from the Buyer, executed by a duly authorized officer of Buyer, certifying that the conditions set forth in Sections 11.1 and 11.2 hereof have been fulfilled.

## **12. INDEMNIFICATION**

**12.1 By Seller.** Subject to the terms and conditions of this Article 12, Seller hereby agrees to indemnify, defend and hold harmless Buyer, and its directors, officers, employees, members and controlled and controlling persons (hereinafter "Buyer's Affiliates"), from and against all Claims asserted against, resulting to, imposed upon, or incurred by Buyer, Buyer's Affiliates or the assets transferred to Buyer pursuant to this Agreement directly or indirectly, by reason of, or resulting from:

(a) the inaccuracy or breach of any representation or warranty of Seller contained in or made pursuant to this Agreement;

(b) the breach of any covenant of Seller contained in this Agreement

(c) any Claim brought by or on behalf of any broker or finder retained, employed or used by Seller or any of its directors, officers, employees, members or agents in connection with the transactions provided for herein or the negotiation thereof, whether or not disclosed herein;

(d) any Claim with respect to the ownership or operation of the Station or the Purchased Assets prior to the Closing Date including, without limitation, any Liabilities arising under the FCC Authorizations or the Contracts which relate to events occurring prior to the Closing Date (except as such claims relate to Buyer's actions as the time broker of

the Station prior to Closing, including but not limited to Buyer's breach of any of its obligations or restrictions under the Time Brokerage Agreement); or

(e) any Claim, whether arising before or after the Closing Date, with respect to any of the liabilities that are not assumed by Buyer, as more specifically described in Section 2.2.

As used in this Article 12, the term "Claim" shall include (i) all Liabilities; (ii) all losses, damages (including, without limitation, consequential damages), judgments, awards, penalties and settlements; (iii) all demands, claims, suits, actions, causes of action, proceedings and assessments, whether or not ultimately determined to be valid; and (iv) all costs and expenses (including, without limitation, interest (including prejudgment interest in any litigated or arbitrated matter), court costs and fees and expenses of attorneys and expert witnesses) of investigating, defending or asserting any of the foregoing or of enforcing this Agreement.

**12.2 By Buyer.** Subject to the terms and conditions of this Article 12, Buyer and Buyer's Shareholders hereby agree to indemnify, defend and hold harmless Seller and its shareholders, directors, officers, employees, members and controlled and controlling persons (hereinafter "Seller's Affiliates"), from and against all Claims asserted against, resulting to, imposed upon or incurred by Seller or Seller's Affiliates, directly or indirectly, by reason of or resulting from:

(a) the inaccuracy or breach of any representation or warranty of Seller contained in or made pursuant to this Agreement;

(b) the breach of any covenant of Seller contained in this Agreement; or

(c) any Claim brought by or on behalf of any broker or finder retained, employed or used by Buyer or any of its directors, officers, employees, members or agents in connection with the transactions provided for herein or the negotiation thereof, whether or not disclosed herein;

(d) any Claim with respect to the ownership or operation of the Station or the Purchased Assets on or after the Closing Date including, without limitation, any Liabilities arising under the FCC Authorizations or the Contracts which relate to events occurring on or after the Closing Date;

(e) any Claim arising after the Closing Date with respect to the Assumed Liabilities; or

**12.3 Indemnification of Third-Party Claims.** The following provisions shall apply to any Claim subject to indemnification which is (i) a suit, action or arbitration proceeding filed or instituted by any third party, or (ii) any other form of proceeding or assessment instituted by any Government Entity:

(a) Notice and Defense. The party or parties to be indemnified (whether one or more, the "Indemnified Party") will give the party from whom indemnification is sought (the "Indemnifying Party") prompt written notice of any such Claim, and the Indemnifying Party will undertake the defense thereof by representatives chosen by it. The assumption of defense shall constitute an admission by the Indemnifying Party of its indemnification obligation hereunder with respect to such Claim, and its undertaking to pay directly all costs, expenses, damages, judgments, awards, penalties and assessments incurred in connection therewith. Failure to give such notice shall not affect the Indemnifying Party's duty or obligations under this Article 12, except to the extent the Indemnifying Party is prejudiced thereby. So long as the Indemnifying Party is defending any such Claim actively and in good faith, the Indemnified Party shall not settle such Claim. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, for the use of the Indemnifying Party and its representatives in defending any such Claim, and shall in other respects give reasonable cooperation in such defense.

(b) Failure to Defend. If the Indemnifying Party, within a reasonable time after notice of any such Claim, fails to defend such Claim actively and in good faith, the Indemnified Party will (upon further notice) have the right to undertake the defense, compromise or settlement of such Claim or consent to the entry of a judgment with respect to such Claim, on behalf of and for the account and risk of the Indemnifying Party, and the Indemnifying Party shall thereafter have no right to challenge the Indemnified Party's defense, compromise, settlement or consent to judgment.

(c) Indemnified Party's Rights. Anything in this Article 12 to the contrary notwithstanding, (i) if there is a reasonable probability that a Claim may materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, the Indemnified Party shall have the right to defend, compromise or settle such Claim, and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all Liability in respect of such Claim.

**12.4 Payment.** The Indemnifying Party shall promptly pay the Indemnified Party any amount due under this Article 12. Upon judgment, determination, settlement or compromise of any third party Claim, the Indemnifying Party shall pay promptly on behalf of the Indemnified Party, and/or to the Indemnified Party in reimbursement of any amount theretofore required to be paid by it, the amount so determined by judgment, determination, settlement or compromise and all other Claims of the Indemnified Party with respect thereto, unless in the case of a judgment, an appeal is made from the judgment. If the Indemnifying Party desires to appeal from an adverse judgment, then the Indemnifying Party shall post and pay the cost of the security or bond to stay execution of the judgment pending appeal. Upon payment in full by the Indemnifying Party, the Indemnifying Party shall succeed to the rights of such Indemnified Party, to the extent not waived in settlement, against the third party who made such third party Claim.

**12.5 Limitation.** The maximum liability of either party for indemnification under Section 12.1 or 12.2 shall be the amount of the Purchase Price.

### **13. CLOSING**

**13.1 Closing.** The closing of this transaction (the "Closing") shall take place on or before the tenth (10<sup>th</sup>) business day after the date of finality of the FCC Consent, or, at Buyer's sole option, between the fifth (5<sup>th</sup>) and tenth (10<sup>th</sup>) business day after issuance of the public notice of the initial FCC Consent, or on any other date to which the parties mutually agree (the "Closing Date"). The Closing shall take place via an electronic exchange of executed documents on the Closing Date,

**13.2 Documents to be Delivered by Seller.** At the Closing, Seller shall deliver to Buyer the following documents, in each case duly executed or otherwise in proper form:

(a) Compliance Certificate. A certificate from Seller that the representations and warranties made by Seller in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made or given on and as of the Closing Date, and that Seller has performed and complied in all material respects with all of Seller's obligations under this Agreement which are to be performed or complied with on or prior to the Closing Date.

(b) Certified Resolution. A certified copy of the resolution of the board of directors of Seller authorizing and approving this Agreement and the consummation of the transactions provided for in this Agreement.

(c) Assignment of FCC Authorizations. An Assignment of FCC Authorization sufficient in the opinion of Buyer and its counsel to assign the FCC Authorizations to Buyer.

(d) Transfer Documents. Such bills of sale, assignments, and other good and sufficient instruments of transfer as Buyer may reasonable request in order to convey and transfer to Buyer title to the Purchased Assets (collectively, the "Transfer Documents").

(e) Tower Lease Agreement. An Assignment of the Tower Lease.

(f) Other Documents. All other documents, instruments or writings required to be delivered at or prior to the Closing pursuant to this Agreement and other certificates of authority and documents as Buyer may reasonably request.

**13.3 Documents to be Delivered by Buyer.** At the Closing, Buyer shall deliver to Seller the following documents, in each case duly executed or otherwise in proper form:

(a) Cash Purchase Price. A certified bank check or wire transfer of immediately available funds as required by Section 3 of this Agreement.

(b) Compliance Certificate. A certificate signed by an officer of Buyer that the representations and warranties made by Buyer in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made or given on and as of the Closing Date, and that Buyer has performed and complied with all of Buyer's obligations under this Agreement which are to be performed or complied with on or prior to the Closing Date.

(c) Certified Resolutions. A certified copy of the corporation resolution of Buyer authorizing and approving this Agreement and the consummation of the transactions contemplated by this Agreement.

(d) Other Documents. All other documents, instruments or writings required to be delivered to Seller at or prior to the Closing pursuant to this Agreement and such other certificates of authority and documents as Seller may reasonably request.

## 14. TERMINATION

**14.1 Right of Termination Without Breach.** This Agreement may be terminated without further liability of any party at any time prior to the Closing:

(a) by mutual written agreement of Buyer and Seller, or

(b) by either Buyer or Seller if the Closing shall not have occurred on or before the date which is one (1) year from the date on which the Assignment Application is filed with the FCC (the "Closing Deadline"), provided the terminating party has not, through breach of a representation, warranty or covenant, prevented the Closing from occurring on or before such date.

In the event this Agreement is terminated pursuant to this Section 14.1, then the Escrow Money will be returned to Buyer.

### 14.2 Termination for Breach.

(a) Termination by Buyer. If (i) Seller has failed to cure any material violation or breach of any of its agreements, representations or warranties contained in this Agreement within fifteen (15) days after delivery of written notice of such violation or breach from Buyer, or (ii) there has been a failure of satisfaction of a condition to the obligations of Buyer which has not been waived by Buyer, or (iii) if the provisions of 14.1 (c) or (d) apply, Buyer may terminate this Agreement.

(b) Termination by Seller. If (i) Buyer has failed to cure any material violation or breach of any of its agreements, representations or warranties contained in this Agreement within fifteen (15) days after delivery of written notice of such violation or breach from Seller (except in the case of Buyer's breach for nonpayment of the Purchase Price on the Closing Date, in which case there shall be no cure period), or (ii) there has been a failure

of satisfaction of a condition to the obligations of Seller which has not been waived by Seller then Seller shall be entitled to terminate the Time Brokerage Agreement and neither party shall have any further obligation or liability.

## **15. SURVIVAL OF REPRESENTATIONS, WARRANTIES, AND COVENANTS**

All representations and warranties of Seller and Buyer and all covenants of Seller and Buyer, individually and together, contained in this Agreement shall survive for one (1) year after the Closing Date; provided, however, that a willful breach of any of the representations, warranties and covenants contained in this Agreement shall survive for the applicable statute of limitations.

## **16. MISCELLANEOUS**

**16.1 Further Assurance.** From time to time, at Buyer's request and without further consideration, Seller shall execute and deliver to Buyer such documents, instruments and consents and take such other action as Buyer may reasonably request in order to consummate more effectively the transactions contemplated hereby, to discharge the covenants of Seller and to vest in Buyer good, valid and marketable title to the Station and the Purchased Assets. Buyer shall likewise execute any document reasonably requested by Seller to effectuate the intent of this Agreement.

**16.2 Disclosures and Announcements.** Both the timing and the content of all disclosure to third parties and public announcements concerning the transactions provided for in this Agreement by either Seller or Buyer shall be subject to the approval of the other in all essential respects, except that neither party's approval shall be required as to any statements and other information which either party may submit to the Securities and Exchange Commission or the FCC, or be required to make pursuant to any rule or regulation of the Securities and Exchange Commission or the FCC, or otherwise required by law.

### **16.3 Assignment; Parties in Interest.**

(a) Assignment. Except as expressly provided herein, the rights and obligations of a party hereunder may not be assigned, transferred or encumbered without the prior written consent of the other party; provided, however, Buyer may assign its rights and obligations under this Agreement to another entity owned by some or all of Buyer's current Shareholders.

(b) Parties in Interest. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto. Nothing contained herein shall be deemed to confer upon any other person any right or remedy under or by reason of this Agreement.

**16.4 Law Govering Agreement.** This Agreement shall be construed and interpreted according to the internal laws of the State of Texas, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. Any action initiated

to enforce a parties' rights pursuant to the terms and conditions of this Agreement shall be venued in Taylor County, in the State of Texas.

**16.5 Amendment and Modification.** Buyer and Seller may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing.

**16.6 Notice.** All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by telecopier, facsimile transmission or other electronic means of transmitting written documents; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

(a) If to Buyer:

Peter Garcia  
Extreme Media, LLC  
209 South Danville Drive  
Suite A-100  
Abilene, TX 79605

or to such other person or address as Buyer shall furnish to Seller in writing.

(b) If to Seller:

Peter L. Cea, President  
In Phase Broadcasting, Inc.  
P.O. Box 325  
Etna, OH 43018-0325

With a copy to:

Cary S. Tepper  
Tepper Law Firm, LLC  
4900 Auburn Avenue  
Suite 100  
Bethesda, MD 20814-2632

or to such other person or address as Seller shall furnish to Buyer in writing.

If personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this paragraph, such communication shall be deemed delivered the next business day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this paragraph, such

communication shall be deemed delivered upon receipt; and if sent by U.S. mail pursuant to this paragraph, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any party to this Agreement may change its address for the purposes of this Agreement by giving notice thereof in accordance with this Section.

**16.7 Entire Agreement.** This instrument embodies the entire agreement between the parties hereto and supersedes all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the parties with respect to the transactions contemplated herein.

**16.8 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, facsimile signatures shall be treated the same as original signatures.

**16.9 Headings.** The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

**16.10 Severability.** If any one or more of the provisions contained in this Agreement should be found invalid, illegal or unenforceable, in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law and such term, as so modified, and the balance of this Agreement shall then be fully enforceable.

**16.11 Attorneys' Fees.** If either party initiates any litigation against the other party involving this Agreement, the prevailing party in such action shall be entitled to receive reimbursement from the other party for all reasonable attorneys' fees and other costs and expenses incurred by the prevailing party in respect of that litigation, including any appeal, and such reimbursement may be included in the judgment or final order issued in that proceeding.

**16.12 Schedules.** The Schedules and Exhibits attached to this Agreement and any other documents delivered to Buyer by Seller pursuant hereto are hereby made a part of this Agreement as if set forth in full herein.

**16.13 Maintenance of Confidences:** Until after the Closing, Buyer agrees to keep confidential all information it receives or has received during the course of the negotiations in connection with the transaction contemplated herein or relating to the business operations of Seller, provided that Buyer may disclose such information to its professional advisors, agents and any financial institution which it may be dealing with in connection with the proposed financing of the transactions contemplated herein, or as required by law. In the event that the transaction contemplated hereby is not consummated for any reason, Buyer

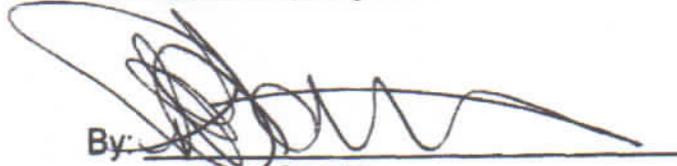
shall promptly return to Seller all materials acquired by Buyer from Seller with respect to the Station and the associated assets and intangibles, and provide to Seller the names and addresses of any and all persons, firms or other entities who have viewed or received information with respect to the proposed sale of the Station (together with a meaningful description of the materials viewed or received by each of them).

[SIGNATURE PAGE FOLLOWS]

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

BUYER:

**EXTREME MEDIA, LLC**

A handwritten signature in black ink, appearing to be "Peter Garcia", written over a horizontal line.

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

Peter Garcia  
Managing Member

SELLER:

**IN PHASE BROADCASTING, INC.**

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

Peter L. Cea  
President

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

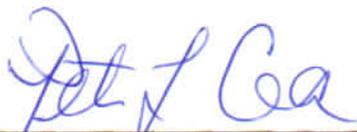
BUYER:

**EXTREME MEDIA, LLC**

By: \_\_\_\_\_  
Peter Garcia  
Managing Member

SELLER:

**IN PHASE BROADCASTING, INC.**

By:  \_\_\_\_\_  
Peter L. Cea  
President

## LIST OF SCHEDULES

(Schedules not listed here are not applicable  
To this Agreement)

- Schedule 1.1(a): FCC License BLH-20121129AOQ  
FCC License Renewal BRH-20130304ABZ
- Schedule 1.1(b); List of equipment assets
- Schedule 1.1(c): Station equipment logs (located in the Station's studios as required by the FCC's rules and policies)
- Schedule 1.1(e): Tower Site License Agreement dated August 10, 2012 between GTP Towers and In Phase Broadcasting, Inc.
- Schedule 3.3: Allocation of Purchase Price (to be agreed upon prior to Closing)
- Schedule 4.14 Granite State Insurance Co. – Commercial General Liability Insurance (Policy # 02-LX-086481857)
- Illinois National Insurance Co. – Umbrella Policy (Policy No. 06-UD-066146584)

Schedule 1.1(a)



United States of America  
**FEDERAL COMMUNICATIONS COMMISSION**  
**FM BROADCAST STATION LICENSE**

Authorizing Official:

Official Mailing Address:

IN PHASE BROADCASTING, INC  
P.O. BOX 717  
PICKERINGTON OH 43147

Rodolfo F. Bonacci  
Assistant Chief  
Audio Division  
Media Bureau

Grant Date: December 13, 2012

Facility Id: 183341

Call Sign: KBGT

This license expires 3:00 a.m.  
local time, August 01, 2013.

License File Number: BLH-20121129AOQ

This license covers permit no.: BNPH-20091016AEI as modified by permit no.: BMPH-20100817ABD and as last modified by permit no.: BMPH-20120201AHP

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: KBGT

License No.: BLH-20121129AOQ

Name of Licensee: IN PHASE BROADCASTING, INC

Station Location: TX-BUFFALO GAP

Frequency (MHz): 93.3

Channel: 227

Class: C3

Hours of Operation: Unlimited

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

Transmitter output power: 2.75 kW

Antenna type: Directional

Description: PSI PSIFMR-4C-DA, four sections

Antenna Coordinates: North Latitude: 32 deg 15 min 56 sec  
West Longitude: 99 deg 42 min 25 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	7.2	7.2
Height of radiation center above ground (Meters):	98	98
Height of radiation center above mean sea level (Meters):	788	788
Height of radiation center above average terrain (Meters):	184	184

Antenna structure registration number: 1044891

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 relative field strength of neither the measured horizontally nor vertically polarized radiation component shall exceed at any azimuth the value indicated on the composite radiation pattern authorized by construction permit BMPH-20120201AHP.

A relative field strength of 1.0 on the composite radiation pattern herein authorized corresponds to the following effective radiated power:

. 7.2 kilowatts.

Principal minima and their associated field strength limits:

45 degrees True: 2.5 kilowatts

Callsign: KBGT

License No.: BLH-20121129AOQ

Special operating conditions or restrictions:

2 \*\*\*\*\* This is a Section 73.215 contour protection grant \*\*\*\*\*  
\*\*\*\*\* as requested by this applicant \*\*\*\*\*

3 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.

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

LICENSE RENEWAL AUTHORIZATION

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION FOR RENEWAL OF LICENSE, BRH-20130304ABZ, WAS GRANTED ON 07/26/2013 FOR A TERM EXPIRING ON 08/01/2021.

THIS IS YOUR LICENSE RENEWAL AUTHORIZATION FOR STATION KBGT.

FACILITY ID: 183341

LOCATION: BUFFALO GAP, TX

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

IN PHASE BROADCASTING, INC  
P.O. BOX 717  
PICKERINGTON, OH 43147

Schedule 1.1(b)

<u>IPB ID</u>	<u>Item</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Serial</u>
2012-1000	Computer	Dell	Optiplex 790	HMN4XV1
2012-1001	Monitor	Dell	P2012H	CN-08VVND-74445-295-F18B
2012-1002	Computer	Dell	Optiplex 790	HMN3XV1
2012-1003	Monitor	Dell	P2012H	CN-08VVND-74445-295-FOVB
none	Sound card	ASi	Asi-5111	67302
none	Sound card	ASi	ASi-5111	67303
none	Automation software	BSI	Simian	
none	Automation software	BSI	Simian	
2012-1004	Console	Arrakis	ARC8	ARR1105241
2012-1005	Console	Arrakis	ARC8	ARR1105242
2012-1006	Speaker	JBL	Control 1 Pro	M-207-067290-A
2012-1007	Speaker	JBL	Control 1 Pro	M-207-067289-A
2012-1008	Amplifier	Alesis	RA-150	21-A41107044502502
2012-1009	Amplifier	Alesis	RA-150	21-A41107044502501
2012-1010	Microphone	Audio Technica	AT-2020	124010011015
2012-1011	Microphone	Audio Technica	AT-2020	124010011020
2012-1012	Microphone	Audio Technica	AT-2020	124010011019
2012-1013	Microphone	Audio Technica	AT-2020	124010011014
2012-1014	Mic Processor	DBX	DBX286SV	00004915
2012-1015	Mic Processor	DBX	DBX286SV	00004915
2012-1016	Mic Processor	DBX	DBX286SV	00004916
2012-1017	Mic Processor	DBX	DBX286SV	00004918
2012-1018	BRIC	COMREX	BRIC-Link	BL 2685
2012-1019	Headphone Amp	Broadcast Tools	HPA-2	139521
2012-1020	Headphone Amp	Broadcast Tools	HPA-2	139519
2012-1021	Headphone Amp	Broadcast Tools	HPA-2	139520
2012-1022	Headphone Amp	Broadcast Tools	HPA-2	139522
2012-1023	Stereo Inter Amp	Henry Engineering	Matchbox HD	No Serial
2012-1024	Speaker	JBL	Control 1 Pro	M-208-069464-A
2012-1025	Speaker	JBL	Control 1 Pro	M-208-069463-A
none	Adapter	Shure	A15LA	none
none	Adapter	Shure	A15LA	none
none	Adapter	Shure	A15LA	none
none	Shock Mount	Audio Technica	AT8458	none
none	Shock Mount	Audio Technica	AT8458	none
none	Shock Mount	Audio Technica	AT8458	none
none	Shock Mount	Audio Technica	AT8458	none
none	Mic Arm	OC White	14199-R-B	none
none	Mic Arm	OC White	14199-R-B	none
none	Mic Arm	OC White	14199-R-B	none
none	Mic Arm	OC White	14199-R-B	none
2012-1026	Stereo Inter Amp	Henry Engineering	Matchbox HD	No Serial

none	Studio Furniture	OmniRax	Omni Desk
none	FM Antenna	Proagation Systems	
none	Transmitter	PTEK	G5000HED
none	RDS Encoder	Inovonics	
none	Transmitter site AC units	Bard	2 ton
none	Transmitter site AC units	Bard	2 ton
	Transmitter bypass jumper	Superior Broadcast Products	
none	IP STL equipment		
none	Transmitter	Marti	PNP-1000
none	FM Tuner	NAD	
none	FM	NAD	
none	Network Switch	Cisco	
none	Modulation Monitor	Inovonics	
none	Amplifier	Wohler	
none	IP Codec	Comrex	BRIC-Link
none	EAS Encoder	Sage	3644
none	Stereo generator	Omnia	One
none	PC monitor		
none	PC		
none	Remote Control	Circuitwerkes	Sicon-8
none	Dehydrator	Andrew	
none	Transmission Line	Andrew	HJ750A
none	Ice bridge	Andrew	MTSWBK1108
none	Equipment Rack	Middle Atlantic	

Schedule 1.1(c)

(located in the Station's studios)

Schedule 1.1(e)



## TOWER SITE LICENSE AGREEMENT

THIS TOWER SITE LICENSE AGREEMENT (the "Agreement"), is made this 10 day of August, 2012, by and between GTP TOWERS I, LLC, a Delaware limited liability company ("Licensor"), and In Phase Broadcasting, Inc., an Ohio corporation ("Licensee").

### 1. License of Premises.

Licensor hereby licenses to Licensee space on the site located at Old Coleman Road, in the City of Potosi, Taylor County, Texas 79601 (the "Site") for location of communications equipment. Licensee shall have the right to three hundred thirty (330) square feet in the Licensor's telecommunications building or in the compound (the "Equipment Space") and space on the tower for Licensee's antennas and cabling (the "Tower Space") as further described below and on Exhibit A attached hereto. The Equipment Space and Tower Space together are defined as the "Premises".

### 2. Use.

Licensor, for the term set forth herein and subject to the terms and conditions of this Agreement and subject to any Agreement ("Prime Agreement"), by and between Licensor and Licensor's landlord ("Prime Landlord") pursuant to which the Licensor is leasing or licensing the Land or (b) a deed evidencing Licensor as the owner in the fee interest of the Land ("Prime Agreement") hereby grants to Licensee a non-exclusive license to use the Premises ("Licensee's Permitted Use") for (i) the transmission and reception of communication signals pursuant to all rules and regulations of the Federal Communications Commission ("FCC"), and (ii) the construction, alteration, maintenance, repair, replacement and relocation of related antennas, equipment, cables and facilities and improvements related thereto (collectively, the "Communications Equipment") as further described in Exhibit B attached hereto.

### 3. Term.

a. The initial term ("Initial Term") of this Agreement shall be five (5) year(s), commencing on (i) the earlier of the first day of the month Licensee begins installation of its Communication Equipment or (ii) December 1, 2012 ("Commencement Date"). The Initial Term of this Agreement shall expire at Midnight on the day before the fifth (5th) anniversary of the Commencement Date unless otherwise terminated as provided in this Agreement or the Prime Agreement. Licensee shall have the right to extend the Term for four (4) successive five (5) year periods (each, a "Renewal Term") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for such successive Renewal Terms unless Licensee notifies Licensor of its intention not to renew this Agreement at least one hundred twenty (120) days prior to the commencement of the succeeding Renewal Term. For the purposes of this Agreement, "Term" shall mean the Initial Term plus any applicable Renewal Term(s).

b. If Licensee shall remain in possession of the Premises at the expiration of the Term of this Agreement without a written agreement, such use shall be deemed a month-to-month use under the same terms and conditions of this Agreement except that the monthly License Fees shall be in the amount of one hundred fifty percent (150%) of the greater of (i) the monthly License Fees in effect at the expiration of this Agreement, or (ii) the fair market License fee for the Premises if used in a similar manner and Licensee shall be responsible to Licensor for damages incurred as a result of the holdover by Licensee. Nothing contained herein shall grant Licensee the right to holdover after the Term of this Agreement has expired.

### 4. License Fees.

From and after the Commencement Date, Licensee shall pay Licensor One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) per month ("License Fees"); provided, however, that the License Fees shall increase annually during the Term, effective as of each anniversary of the Commencement Date, by an amount equal to three percent (3%) per annum above the amount of the License Fees in effect immediately prior to such increase. The License Fees shall be payable on the first day of each calendar month in advance, when due, without demand, offset, abatement, diminution or reduction, to Licensor at GTP Towers Issuer, LLC c/o SunTrust Bank, P.O. Box 116448, Atlanta, GA 30368-6448, Ref. Site ID:TX-5494 Potosi. In the event any payment of License Fees due hereunder shall be overdue, it shall thereafter, until paid, bear interest at the rate of one and one-half percent (1-1/2%) per month or the highest legal rate.

### 5. Installation and Maintenance.

a. Licensee shall, at Licensee's expense, keep and maintain the Premises in commercially reasonable condition and repair incident to Licensee's use during the Term of this Agreement. Licensee agrees to maintain the Communications Equipment in proper operating condition and within industry accepted safety standards. All operations in connection with this Agreement by Licensee must be in compliance with all federal, state, and local laws, codes and regulations, including but not limited to local zoning requirements, and will adhere to reasonable technical standards, if any, developed for the Site by Licensor as amended from time to time. Licensor assumes no responsibility for the licensing, operation and/or maintenance of the Communications Equipment. Licensee shall comply with all of the terms of its FCC license.

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b. Prior to the initial installation of, or any material modification to, the Facilities, Licensee shall submit its construction and installation plans and list of contractors and subcontractors to Licensor in writing and Licensor shall approve such plans and lists, which approval shall not be unreasonably withheld, delayed or conditioned. Licensee shall not alter any plans approved by Licensor without following the procedures set forth above. Licensee shall be responsible for grounding all external and internal wiring and cabling installed by Licensee.

c. The Communications Equipment shall be identified with permanently marked, weather proof tags at the following locations: (i) each antenna bracket; (ii) at the transmission line entry point; (iii) at the interior wall feed through or any other transmission line exit point; and (iv) at any transmitter combiner, duplexer, or multi-fed receive port located in Licensor's equipment building. In addition, all Licensee telephone blocks, demarcs, and cables shall be clearly identified with the Licensee's name, type of line, and circuit number.

d. Licensee shall at all times use its best efforts to obtain and maintain any licenses, permits, and approvals necessary for the installation or operation of the Communications Equipment at its sole cost and expense. Licensor agrees to cooperate with Licensee, at Licensee's expense, in obtaining any required permits or zoning approvals.

e. Upon completion of Licensee's installation, Licensee shall pay to Licensor a site inspection fee of Five Hundred and No/Dollars (\$500.00), payable within thirty (30) days upon receipt of the invoice from the Licensor.

f. Upon ninety (90) days written notice to Licensee, Licensor reserves the right to require Licensee to relocate one or more of its antennas, and Licensee agrees to relocate said antenna(s) at Licensee's expense, provided that said relocation does not substantially change or interfere with the operation of the Communications Equipment associated with the relocated antenna(s) or otherwise result in interference with Licensee's business operations, and such relocation occurrence takes place only once during any one Term of this Agreement. Should requested relocation increase or decrease Licensee's antenna height above ground level or increase or decrease the antenna effective radiated power in any way, Licensor shall provide Licensee with sufficient notice to file the required minor modification of facility documentation with the Federal Communications Commission in order to receive approval from said agency prior to relocation of Licensee's equipment.

#### 6. Access.

Licensee and its "authorized personnel" shall be entitled to twenty-four (24) hour, seven (7) days per week access to the Premises subject to the security requirements and rules and regulations of the Site.

#### 7. Interference.

a. Licensee shall not use the Premises in any way that interferes with the operation, maintenance and repair of equipment and systems as installed and operating at the Site as of the Commencement Date. The operation of the Licensee's Communications Equipment shall not interfere with the maintenance or operation of the Site, including but not limited to the operation of any radio or telecommunication equipment installed at the Site prior to the Commencement Date of this Agreement ("Existing Licensee(s)"). Licensee shall indemnify Licensor and hold Licensor harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any such interference. Licensee agrees to cease all operations (except for intermittent testing) until the interference has been corrected to the sole satisfaction of the Licensor. If such interference has not been corrected within thirty (30) days, Licensor may require Licensee to remove the specific items from the Communications Equipment causing such interference or terminate this Agreement.

b. Licensor reserves the right to sublease and/or license other portions of the Site and/or the tower to other parties for telecommunications transmitting or receiving sites ("New Licensees") during the Term of this Agreement. Licensor agrees that any New Licensees who may install equipment subsequent to the Commencement Date in and/or on the Site will be permitted to install only such equipment or facilities that are of the type and frequency which will not cause material interference to the Communications Equipment. In the event such New Licensee's equipment causes such interference (provided Licensee is operating in accordance with its FCC license), Licensor will cause that interfering New Licensee to take all steps necessary to correct and eliminate the interference within forty eight hours (48) of receiving notice from Licensee or such interfering New Licensee will be required to remove the specific items causing such interference.

#### 8. Assignment.

Licensee may assign this Agreement and its other rights hereunder (including, without limitation, its right to renew) to any person or business entity that is an "affiliate" of Licensee without the prior consent of Licensor. For purposes of this subparagraph, "affiliate" shall mean: (i) a corporation which owns fifty percent (50%) or more of the outstanding common stock of Licensee, or (ii) a corporation which has fifty percent (50%) or more of its common stock owned by Licensee, or (iii) a partnership which owns fifty percent (50%) or more of the common stock of Licensee, or (iv) a partnership which has fifty percent (50%) or more of its interest in partnership profits owned by

Licensee, or (v) an entity which purchases substantially all of the assets of Licensee, or (vi) an entity which is the surviving entity in a merger pursuant to state corporation or partnership law with the Licensee. Licensee may not otherwise assign this Agreement without the prior written consent of Licenser, which may not be unreasonably withheld. Licensee shall have no right to sublicense or sublet all or any part of the Premises.

#### 9. Taxes and Assessments.

Licensee shall pay any taxes, assessments, charges, fees, or licenses directly attributable to its use of the Premises, including any increase in real property taxes and any use and occupancy taxes. Licensee shall make payment upon receipt of proof of tax bill increase and/or assessment notice that is the basis for the demand.

#### 10. Insurance, Release and Hold Harmless.

a. Licensee, at its own cost and expense, shall carry the following insurance during the term of this Agreement: (i) "All Risk" property insurance which insures the insuring party's property for its full replacement cost; and (ii) Comprehensive General Liability Insurance with a Commercial General Liability endorsement having a minimum limit of liability of \$2,000,000 aggregate, with a combined limit of \$1,000,000 for bodily injury and/or property damage for any one occurrence, and (iii) Excess or Umbrella coverage of \$3,000,000. Licensee shall also carry, at its expense, Workers' Compensation at statutory limits. Such insurance shall name Global Tower, LLC, its parents, affiliates, subsidiaries, successors and/or assigns, ATIMA as additional insured. All policies, including any renewals thereof, must specify that such coverage shall not be canceled or materially changed to reduce limits or to terminate waiver of subrogation without a minimum of thirty (30) days prior written notification to Licenser.

b. Licensee agrees to indemnify, defend and hold Licenser harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Licenser occurring during the Term of this Agreement, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Licensee may have been given access to or possession of all or any part of the Premises arising from any work or act done in, on or about the Premises or any part thereof; any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees; any accident, injury or damage to any person or property occurring in or on the Premises or any part thereof, unless caused by the negligence or willful misconduct of Licenser or Licenser, their employees or agents.

c. Licenser agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from any willful act or omission or the negligence of Licenser or its employees or agents, or the breach of this Agreement except to the extent attributable to the gross negligence or intentional act or omission of Licensee, its employees, agents or independent contractors.

d. Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the Term of this Agreement or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Site, to the extent that such loss or damage is recovered under the respective party's insurance policy or policies. Notwithstanding anything in this Agreement to the contrary, each of Licensee and Licenser hereby waives any claim that they may have against the other party with respect to any consequential, punitive, special or incidental damage or lost profits.

e. This Section shall survive the expiration or earlier termination of this Agreement.

#### 11. Removal of the Communications Equipment Upon Termination.

Following any termination or expiration of this Agreement, Licensee shall, at its sole cost and expense, immediately remove all of the Communications Equipment and other equipment installed by Licensee on the Premises. In performing such removal, Licensee shall, at its sole cost and expense, restore the Premises to as good a condition as they were prior to the installation or placement of the Communications Equipment, reasonable wear and tear and damage by the elements excepted.

#### 12. Hazardous Substances.

Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any law or regulation. Licenser and Licensee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other applicable federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements, as hereafter defined) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety

data sheet. "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Site (including, without limitation, the Demised Premises). This paragraph shall survive the termination of this Agreement.

### 13. Event of Default.

It shall be an "Event of Default" if any one or more of the following events shall occur:

a. Licensee shall default in the payment when due of any License Fees or other sum of money specified hereunder to be paid by Licensee, and Licensee does not remedy such default within ten (10) days after written notice thereof from Licenser; or

b. Licensee shall default in the performance of any other of the terms, conditions or covenants contained in this Agreement to be performed or observed by Licensee other than that specified in (a) above and the interference provision herein and Licensee does not remedy such default within thirty (30) days after written notice thereof.

c. Upon the occurrence of an Event of Default, Licenser shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to the following:

(i) upon the expiration of the notice period under Section 13 a or b, Licenser may declare to be immediately due and payable, without regard to any early termination of such Term on account of an Event of Default or other right to terminate this Agreement, a sum equal to (y) all License Fees and other charges, payments, costs and expenses due from Licensee to Licenser and in arrears at the time of the Event of Default, plus (z) the License Fees reserved for the then entire unexpired balance of the Term of this Agreement (taken without regard to any early termination of the Term), plus all other charges, payments, costs and expenses herein agreed to be paid by Licensee up to the end of such Term which shall be capable of precise determination at the time of the Event of Default, less any amounts received or that with reasonable effort could be received by Licenser's reasonable efforts to mitigate damages; or

(ii) whether or not Licenser has elected to recover sum set forth in (i) above, terminate this Agreement on the five (5) days' notice under Section 13 a or b to Licensee and, on the date specified in such notice, this Agreement and the Term hereby demised and all rights of Licensee hereunder shall expire and terminate and Licensee shall thereupon quit and surrender possession of the Demised Premises to Licenser in the condition elsewhere herein required and Licensee shall remain liable to Licenser as herein provided.

### 14. Termination by Licensee.

Following the Commencement Date, and except as otherwise provided herein, provided that no Event of Default exists at the time of issuance of Licensee's written notice, this Agreement may be terminated by Licensee in the following circumstances:

a. upon thirty (30) days prior written notice and without penalty or further liability, if it is unable to obtain, maintain or reinstate within thirty (30) days any easement, license, permit or governmental approvals necessary for the construction or operation of the Communications Equipment in accordance with Licensee's Permitted Use (Licensee shall at all times use its diligent efforts in good faith to obtain and maintain any Governmental Approvals if it desires to terminate pursuant to this section);

b. upon thirty (30) days prior written notice and without penalty or further liability, if Licensee is unable to operate the Communications Equipment in accordance with Licensee's Permitted Use on the Premises as a result of material interference (other than on a temporary, non-recurring basis) resulting from the act of any third party (other than an Existing Licensee).

### 15. Utilities

Licensee shall provide and pay for all utilities required to operate its Communications Equipment. All installation and maintenance of same shall be at the sole risk and expense of the Licensee.

### 16. Mechanic's Liens and Additional Construction

If by reason of any alteration, repair, labor performed or materials furnished to the Premises for or on behalf of Licensee any mechanic's or other lien shall be filed, claimed, perfected or otherwise established or as provided by law against the Premises, Licensee shall discharge or remove the lien by bonding or otherwise, within thirty (30) days after Licensee receives notice of the filing of same. Notwithstanding any provision of this License seemingly to the contrary, Licensee shall never, under any circumstances, have the power to subject the interest of Licenser in the Premises or Licenser in the Site to any mechanics' or material men's' liens or liens of any kind, nor

shall any provision contained in this Lease ever be construed as empowering Licensee to encumber or cause Licensor to encumber the title or interest of Licensor in the Premises.

#### 17. Casualty and Condemnation.

a. In case of damage to the Site or the Premises or those portions of the Site or the Premises which are essential to the operation of the Communications Equipment, by fire or other casualty, Licensor shall, at its expense, cause the damage to the Premises to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of Governmental Regulations, and for delays beyond the control of Licensor, including "force majeure". However, Licensor shall not be required to repair the damage beyond the extent that insurance proceeds are inadequate to pay for such repairs.

b. Licensor shall give immediate notice of any condemnation proceeding or threatened condemnation proceeding affecting the Premises. If at any time during the Term of this Agreement and/or the Prime Agreement all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Licensee's Permitted Use in a commercially reasonable manner) of the Premises or the Site or buildings and improvements located on the Site shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Licensee may terminate this Agreement by providing written notice to Licensor within thirty (30) days of such condemnation or eminent domain action, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid License Fees shall be apportioned as of said date and reimbursed to Licensee.

#### 18. Non-Recourse.

Anything in this Agreement, either expressed or implied, to the contrary notwithstanding, Licensee acknowledges and agrees that each of the covenants, undertakings and agreements herein made on the part of Licensor are made and intended not as personal covenants, undertakings and agreements of Licensor, or for the purpose of binding Licensor personally or the assets of Licensor, except Licensor's interest in this Agreement; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Licensor, any member of Licensor, any parent, subsidiary, affiliate or partner of Licensor or any partner of Licensor, or any of their respective heirs, personal representatives, successors and assigns.

#### 19. Subordination.

This Agreement is and shall be subject and subordinate to the Prime Lease and all ground or underlying leases of the entire Site, all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Site, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination, Licensee shall execute, within fifteen (15) days after request, any certificate that Licensor may reasonably require acknowledging such subordination. Notwithstanding the foregoing, the Licensor shall use reasonable efforts to cause any party holding the instrument to which this Agreement is subordinate in the event of any foreclosure sale or possessory action, recognize and preserve this Agreement and if permitted in such case, this Agreement shall continue in full force and effect at the option of the party holding the superior lien and Licensee shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment. If applicable, for the benefit of Licensee, Licensor may request (but shall have no obligation to obtain) from its current mortgagee a Subordination, Non-Disturbance and Attornment Agreement (an "SNDA"), in which Licensee shall join, under which this Agreement and the rights of Licensee hereunder shall not be affected or modified by foreclosure or the exercise of any other right or remedy by the mortgagee so long as Licensee shall not be in default under any of the provisions of this Agreement beyond any applicable period of grace, and under which Licensee shall attorn to and recognize the mortgagee or any purchaser at foreclosure sale or other successor-in-interest to the Licensor as Licensee's licensor hereunder. In addition and notwithstanding the first two sentences of this Section, Licensee further agrees that this Agreement shall be subject and subordinate to the lien of any mortgages hereafter placed upon the Site or the Premises, provided that the lender/mortgagee thereunder shall have executed an SNDA with Licensee whereby such lender agrees not to disturb Licensee in its rights, use and possession of the Site and the Premises under this Agreement or to terminate this Agreement, notwithstanding the foreclosure or the enforcement of the mortgage or termination or other enforcement of an underlying lease or installment purchase agreement, except to the extent permitted by Licensor pursuant to the terms of this Agreement. The SNDA shall be in the reasonable form required by the lender and reasonably acceptable to Licensee. Licensee covenants and agrees to execute and deliver to Licensor or to the lender the SNDA within ten (10) days after receipt of written demand.

#### 20. Notices.

All notices, demands, requests and other communications hereunder shall be in writing either personally delivered or mailed, via certified mail, return receipt requested, or sent by nationally recognized overnight courier to the following addresses:

With copies to Licensor: GTP Towers I, LLC  
750 Park of Commerce Blvd, Suite 300  
Boca Raton, FL 33487  
Attention: Lease Administration  
Ref. Site ID: TX-5494 Potosi

And if to Licensee, to: In Phase Broadcasting, Inc.  
P.O. Box 717  
Pickerington, OH 43147  
Attention: Mark Hiner, Vice President  
614-322-9399

Notices will be deemed to have been given upon either receipt or rejection. Unless or until either of the respective addresses is changed by notice in writing sent to the other party as set forth above, thereafter to the address contained in such notice. Any notice herein which is required by Licensor may be given by Licensor and shall be deemed effective for all purposes herein when mailed.

**21. Miscellaneous.**

- a. Licensee shall not record this Agreement or any memorandum of license or short form license and Licensee shall remove immediately upon request by Licensor any improperly recorded copy of this Agreement, or memorandum of license or short form license.
- b. If any Term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining Terms of this Agreement, which shall continue in full force and effect.
- c. Failure of Licensor to insist on strict performance of any of the conditions or provisions of this Agreement, or to exercise any of Licensor's rights hereunder, shall not waive such rights.
- d. This Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction and proper venue for any litigation hereunder shall be in the courts of the state in which the Premises are located without regard to the principles of conflict of laws thereunder. Both parties desire that the transactions contemplated hereby be effected and carried out in a manner that is in compliance with all Laws.
- e. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

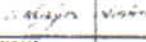
[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date aforesaid.

LICENSOR:

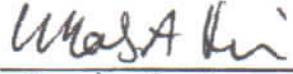
GTP Towers I, LLC  
a Delaware limited liability company

BY:   
NAME: Alex Gellman  
TITLE: Chief Operating Officer  
DATE: 8-14-12

  
Legal Counsel

LICENSEE:

In Phase Broadcasting, Inc.  
an Ohio corporation

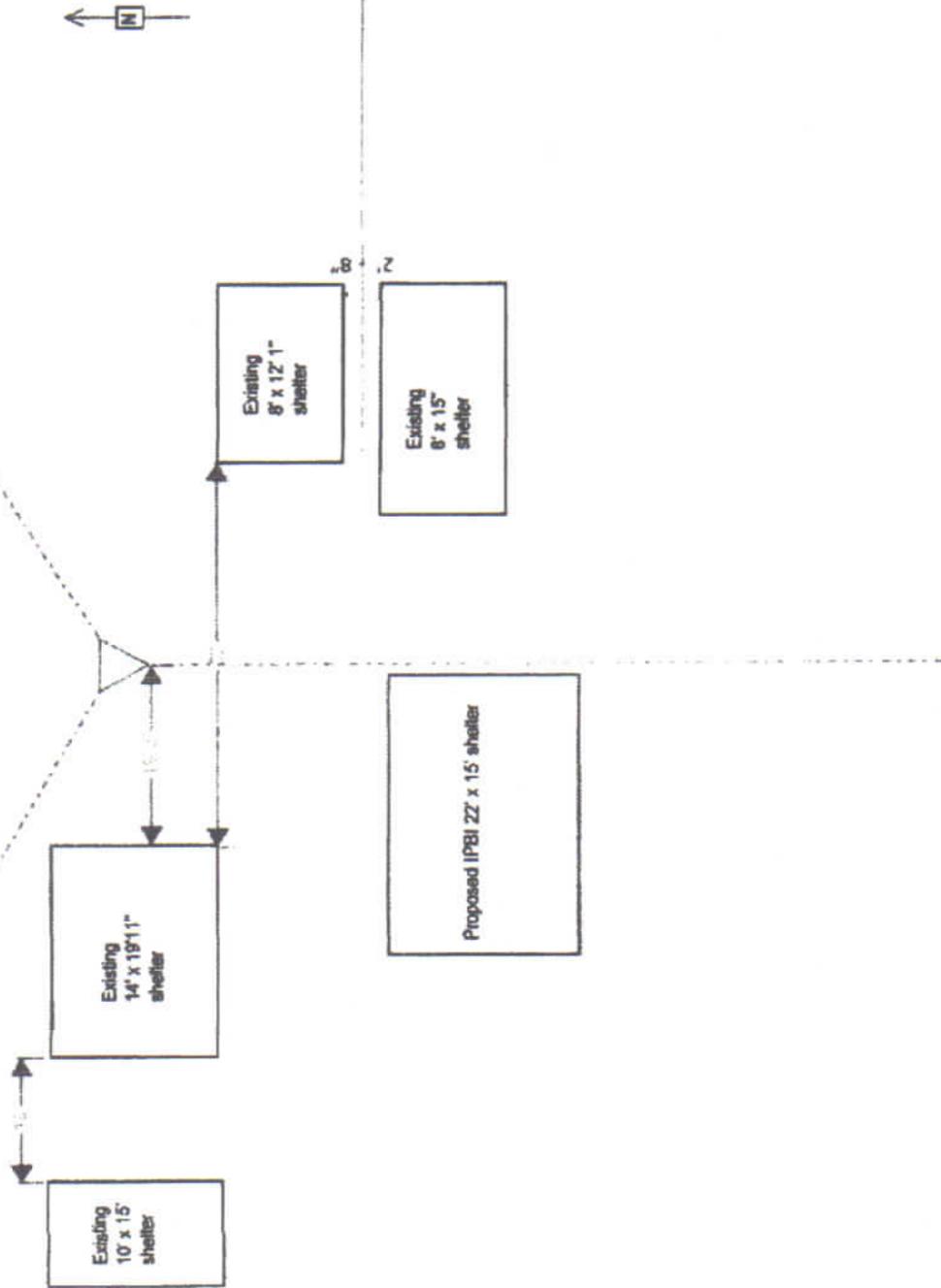
BY:   
NAME: Mark A. Hiner  
TITLE: Vice President  
DATE: 8/10/12

*MAH*

**EXHIBIT "A"**  
**SITE PLAN and TOWER ELEVATION**

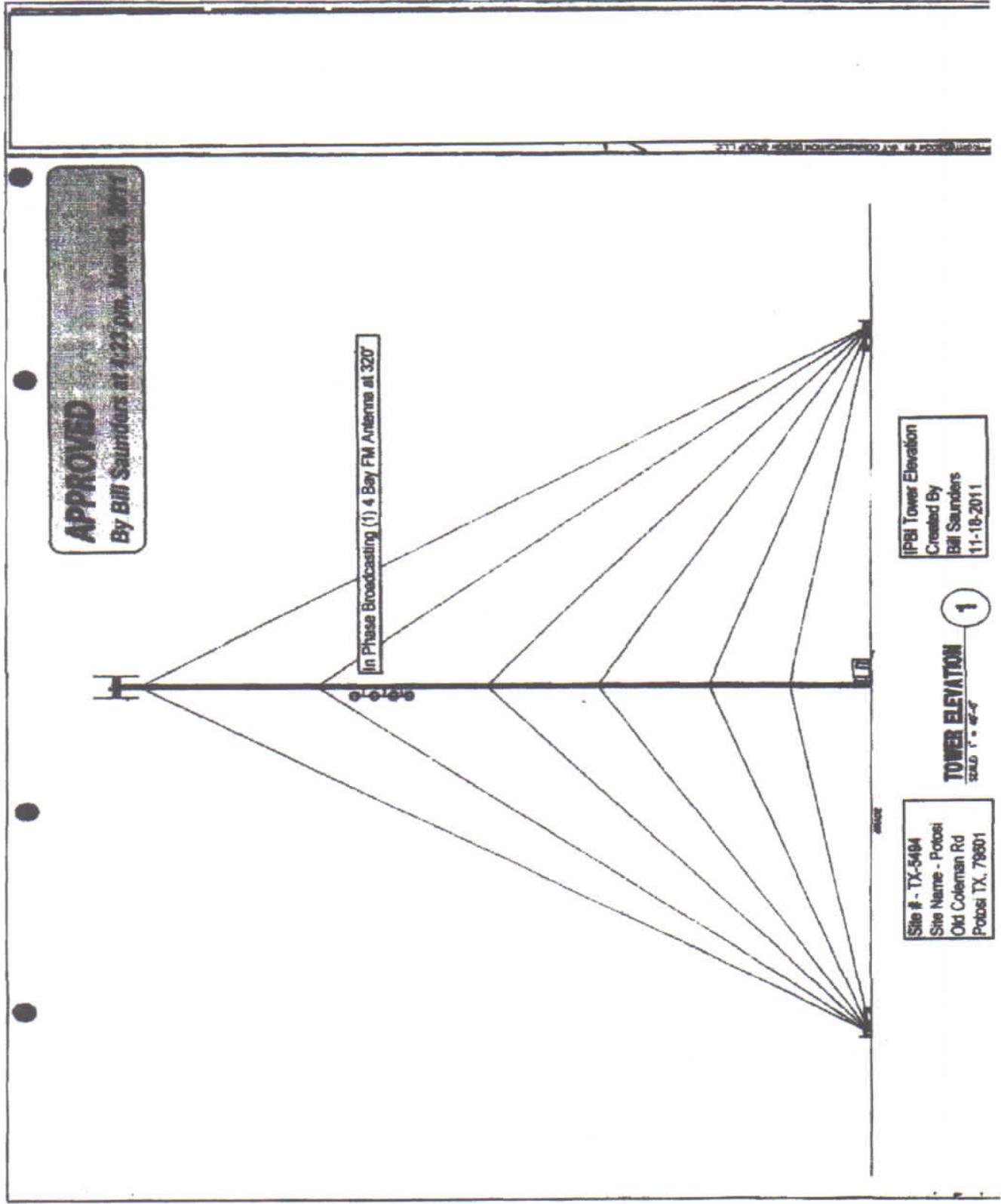
The Premises and Tower Elevation are described and/or depicted as follows:

**APPROVED**  
 By Bill Saunders at 4:07 pm, Nov 18, 2011



	Site Plan Created by Bill Saunders 11-18-2011		Site # - TX-6494 Site Name - Potosi Old Coleman Rd Potosi TX, 79601	
--	--	--	--	--

*MAH*



**APPROVED**  
By Bill Saunders at 4:22 p.m. 11-18-2011

In Phase Broadcasting (1) 4 Bay FM Antenna at 320'

IPBL Tower Elevation  
Created By  
Bill Saunders  
11-18-2011

Site # - TX-5494  
Site Name - Potol  
Old Coleman Rd  
Potol TX, 79801

**TOWER ELEVATION**  
1

SCALE 1" = 4'-0"

*MAH*

EXHIBIT "B"

DESCRIPTION OF COMMUNICATIONS EQUIPMENT



GLOBAL TOWER PARTNERS  
**Collocation Application**

Check one: <input checked="" type="checkbox"/> New <input type="checkbox"/> Addition to Existing <input type="checkbox"/> Modification <input type="checkbox"/>		PLEASE RETURN THIS APPLICATION TO: Monty Prewitt	
GTP 750 Park of Commerce Blvd Suite 300 Boca Raton, FL 33487-3612 Attn: Leasing		E-Mail: mprewit@gtpsites.com Office: (612) 992-5361 Fax: (661) 995-0321	GTP Site #: TX-5494 GTP Site Name: Potosi GTP Date Received: 11-14-11 Revision Dates: RSM Approval: Bill Saunders Sr. 12-29-2011

APPLICANT/CARRIER INFORMATION			
Carrier Name:	In Phase Broadcasting, Inc	Contact Name:	Mark Hiner
Carrier Site Name:	Buffalo Gap	Contact Number:	614-322-9399
Carrier Site Number:	KBGT FM	Contact Fax:	
Carrier Legal Entity Name:	In Phase Broadcasting, Inc	Contact Address:	P.O. Box 717, Pickerington, OH 43147
State of registration:	Ohio	Contact E-mail:	mhinera@inphasetr.com
Type of entity (LP, LLC, Corp)	Corporation	Additional E-mail:	palacios@live.com
dba/ (if applicable)	(Not applicable)	Other:	
Notice Address for Lease:	P.O. Box 717, Pickerington, OH 43147	Carrier NOC#	Not applicable
With copies to:			
Carrier Invoice Address:	P.O. Box 717, Pickerington, OH 43147		
Carrier Invoice Contact - Name, Title, Phone No.	Mark Hiner, Vice President, 614-322-9399		

ADDITIONAL CARRIER INFORMATION	
Leasing Contact Name/Number:	Mark Hiner/614-322-9399
RF Contact Name/Number:	Mark Hiner/614-322-9399
Construction Contact Name/Number:	Mark Hiner/614-322-9399
Emergency Contact Name/Number:	Mark Hiner/614-322-9399

SITE INFORMATION						
Latitude:	32	15	56.4	N	Existing Structure Type:	Guyed
Longitude:	99	42	26.2	W	Existing Structure Height:	480'
Site Address:	1796 Old Coleman Highway, Abilene, TX 79601					

Antenna Equipment Specifications						
Sectors (1, 2, 3 etc. - If applicable)	1					
Equipment Type (Panel, Omni, RRU, TMA, RET, MW Dish etc.)	4 bay FM antenna					
Installation Status (Existing, Proposed etc.)	Proposed					
Rad Center AGL (ft)	320					
Equipment Mount Height (ft)	302.5' to 337.5'					
Equipment Mount Type	Tower Leg					
Equipment Quantity	1					
Equipment Manufacturer	PSI					
Equipment Model #	PSIFMR - 4C - DA					
Equipment Weight (per item in lbs)	370 lbs					
Equipment Dimensions (HxWxD) (Indicate feet or inches)	34.6 x 3' x 3'					
TOTAL # of LINES for equipment in column	1					
Line Type	LOF Coax					

*WAT*



## GLOBAL TOWER PARTNERS Collocation Application

Line Diameter/Size	1 5/8"				
Orientation/Azimuth (degrees from true north)	355				
Mechanical Tilt (degrees)	0				
TX Frequency	93.3 Mhz				
RX Frequency	0				
ERP (watts)	7,200				
Type of Technology (i.e. 3G, LTE, CDMA etc)	FM Broadcast				

Will RRU's be installed behind Antennas  Yes  No

If no, please explain: Not used in broadcast technology

FIBER:  Yes  No Who is Provider?

PLEASE NOTE - All Equipment Lines are required to be installed inside the tower when space is available. Carriers will be charged an additional \$25.00 per line per month if equipment lines are installed on the outside of the tower even though there is available space inside the tower. GTP must approve any installation of lines on the outside of towers prior to installation commencement.

### GROUND SPACE REQUIREMENTS

Total Ground Area Dimensions Required (length x width x height in ft.)	22' x 15' x 10'	Generator: <input checked="" type="checkbox"/> Diesel <input type="checkbox"/> Propane <input type="checkbox"/> Natural Gas	
Cabinet Pad Dimensions		Pad Dimension (L X W, ft.): 8' by 4'	
Shelter Pad Dimensions	18' x 12'	Cabinet Manufacturer	Shelter Manufacturer
			To be determined

### AC POWER REQUIREMENTS

Voltage: 110/220V	Total Amperage: 200 Amps
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Comments:

*MAH*

Schedule 3.3

(Allocation of purchase price to be  
agreed upon prior to Closing)

Schedule 4.14

**POLICYHOLDER NOTICE**

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at [www.aig.com/producercompensation](http://www.aig.com/producercompensation) or by calling 1-800-706-3102.

# Common Policy Declarations

## RENEWAL DECLARATION

<b>NAME AND ADDRESS OF PRODUCER</b> AmWINS Program Underwriters, Inc. 4725 Piedmont Row Drive Suite Charlotte NC 28210 0000092210	<b>INSURANCE COMPANY</b> Granite State Insurance Company (a capital stock company) 175 Water Street - 18th Floor. New York NY 10038								
<b>NAME AND MAILING ADDRESS OF INSURED</b> IN PHASE BROADCASTING, INC. P.O. BOX 325 ETNA OH 43018-0325	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><b>POLICY NUMBER</b></td> <td style="width: 50%;"><b>RENEWAL OF</b></td> </tr> <tr> <td>02-LX -086481857-3/000</td> <td>02-LX-086481857-2</td> </tr> <tr> <td colspan="2"><b>POLICY PERIOD</b></td> </tr> <tr> <td>FROM: 10-01-15</td> <td>TO: 10-01-16</td> </tr> </table> at 12:01 A.M. standard time at the mailing address shown.	<b>POLICY NUMBER</b>	<b>RENEWAL OF</b>	02-LX -086481857-3/000	02-LX-086481857-2	<b>POLICY PERIOD</b>		FROM: 10-01-15	TO: 10-01-16
<b>POLICY NUMBER</b>	<b>RENEWAL OF</b>								
02-LX -086481857-3/000	02-LX-086481857-2								
<b>POLICY PERIOD</b>									
FROM: 10-01-15	TO: 10-01-16								

THE NAMED INSURED IS : CORPORATION BUSINESS DESC : RADIO BROADCASTING

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
<b>COINSURANCE CONTRACT</b>	<b>PREMIUM</b>
COMMERCIAL PROPERTY COVERAGE PART	NOT COVERED
COMMERCIAL GENERAL LIABILITY COVERAGE PART	830
COMMERCIAL CRIME COVERAGE PART	NOT COVERED
COMMERCIAL INLAND MARINE COVERAGE PART	2,576
COMMERCIAL AUTO COVERAGE PART	NOT COVERED
GARAGE COVERAGE PART	NOT COVERED
MISCELLANEOUS PROFESSIONAL LIABILITY	NOT COVERED
<b>ESTIMATED TOTAL PREMIUM</b>	<b>\$3,406</b>
THE POLICY WRITING NONREFUNDABLE MINIMUM PREMIUM IS \$100	

<b>FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS</b>					
89644 (06-13)	1L0017 (11-98)	PR67003(11-09)	96556 (01-15)	91222 (04-13)	1L1201 (11-85)
115188 (02-14)	94396 (03-13)				

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

# Common Policy Declarations

## RENEWAL DECLARATION

<b>NAME AND ADDRESS OF PRODUCER</b> AmWINS Program Underwriters, Inc. 4725 Piedmont Row Drive Suite Charlotte NC 28210 0000092210	<b>INSURANCE COMPANY</b> Granite State Insurance Company (a capital stock company) 175 Water Street - 18th Floor. New York NY 10038
<b>NAME AND MAILING ADDRESS OF INSURED</b>  IN PHASE BROADCASTING, INC. P.O. BOX 325 ETNA OH 43018-0325	<b>POLICY NUMBER</b> 02-LX -086481857-3/000 <b>RENEWAL OF</b> 02-LX-086481857-2 <b>POLICY PERIOD</b> FROM: 10-01-15 TO: 10-01-16 at 12:01 A.M. standard time at the mailing address shown.

ADDITIONAL COVERAGES & TERMS APPLY. SEE FORMS LIST ATTACHED.

BY:



AUTHORIZED REPRESENTATIVE

# Commercial General Liability

## RENEWAL DECLARATION

<b>NAME AND ADDRESS OF PRODUCER</b> AmWINS Program Underwriters, Inc. 4725 Piedmont Row Drive Suite Charlotte NC 28210 <span style="float: right;">0000092210</span>	<b>INSURANCE COMPANY</b> Granite State Insurance Company (a capital stock company) 175 Water Street - 18th Floor. New York NY 10038
<b>NAME AND MAILING ADDRESS OF INSURED</b>  IN PHASE BROADCASTING, INC. P.O. BOX 325 ETNA OH 43018-0325	<b>POLICY NUMBER</b> <span style="float: right;"><b>RENEWAL OF</b></span> 02-LX -086481857-3/000 <span style="float: right;">02-LX-086481857-2</span> <b>POLICY PERIOD</b> FROM: 10-01-15 TO: 10-01-16  At 12:01 A.M. standard time at the mailing address shown.

LIMITS OF INSURANCE		
GENERAL AGGREGATE	\$	2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE	\$	2,000,000
PERSONAL INJURY & ADVERTISING INJURY	\$	1,000,000
EACH OCCURRENCE	\$	1,000,000
DAMAGE TO PREMISES RENTED TO YOU	\$	100,000 ANY ONE PREMISES
MEDICAL EXPENSE	\$	5,000 ANY ONE PERSON

STATE-1

<b>LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:</b> LOC # 1: 1798 OLD COLEMAN HWY ABILENE, TX 79601
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LOC CLASSIFICATION	CODE	PREMIUM BASIS	PMS RATE	PDTS RATE
1 RADIO OR TV BROADCASTING STATIONS - OTHER THAN NOT-FOR-PROFIT PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	98597	PAYROLL	20,000	
1 TOWERS - TELECOMMUNICATION - EXISTENCE HAZARD ONLY (LESSOR'S RISK ONLY) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	49305	EACH	1	

# Commercial General Liability

## RENEWAL DECLARATION

NAME AND ADDRESS OF PRODUCER AmWINS Program Underwriters, Inc. 4725 Piedmont Row Drive Suite Charlotte NC 28210 0000092210	INSURANCE COMPANY Granite State Insurance Company (a capital stock company) 175 Water Street - 18th Floor. New York NY 10038
NAME AND MAILING ADDRESS OF INSURED  IN PHASE BROADCASTING, INC. P.O. BOX 325 ETNA OH 43018-0325	POLICY NUMBER 02-LX -086481857-3/000 POLICY PERIOD FROM: 10-01-15 TO: 10-01-16 RENEWAL OF 02-LX-086481857-2 At 12:01 A.M. standard time at the mailing address shown.

### ADDITIONAL INSURED(S)

GLOBAL TOWER, LLC, ITS PARENTS/AFFILIATES/SUBSIDIARIES  
SUCCESSORS AND/OR ASSIGNS, ATIMA  
750 PARK OF COMMERCE BLVD #300, BOCA RATON, FL 33487

PER FORM: CG2026 (04-13)

TERRORISM RISK INSURANCE ACT IS INCLUDED

\$8

**GENERAL LIABILITY PREMIUM**

**\$830**

### FORMS AND ENDORSEMENTS

APPLYING TO COMMERCIAL GENERAL LIABILITY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

1L0021 (09-08)	CG0001 (04-13)	CG2106 (05-14)	CG2639 (12-07)	CG2026 (04-13)	1L0168 (03-12)
1L0275 (11-13)	CG0103 (06-06)	96285 (10-07)	61712 (08/07)	64004 (07-12)	87573 (03-05)
86563 (10-09)	58332 (07-93)	102212 (08-14)	113900 (04-13)	1L0003 (09-08)	

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

BY: \_\_\_\_\_



AUTHORIZED REPRESENTATIVE

# Commercial Inland Marine

## RENEWAL DECLARATION

<b>NAME AND ADDRESS OF PRODUCER</b> AmWINS Program Underwriters, Inc. 4725 Piedmont Row Drive Suite Charlotte NC 28210 0000092210	<b>INSURANCE COMPANY</b> Granite State Insurance Company (a capital stock company) 175 Water Street - 18th Floor. New York NY 10038
<b>NAME AND MAILING ADDRESS OF INSURED</b>  IN PHASE BROADCASTING, INC. P.O. BOX 325 ETNA OH 43018-0325	<b>POLICY NUMBER</b> 02-LX -086481857-3/000 <b>POLICY PERIOD</b> FROM: 10-01-15 TO: 10-01-16 <b>RENEWAL OF</b> 02-LX-086481857-2  At 12:01 A.M. standard time at the mailing address shown.

<u>LOCATION</u> 1 <u>BUILDING</u> 1			
<b>COVERAGE DESCRIPTION:</b> TOWER & BROADCASTING EQUIPMENT PER SCHEDULE ON FILE WITH US	<b>DED</b> \$5,000	<b>LIMIT</b> \$125,000	<b>PREMIUM</b> \$2,550
<b>SPECIAL PROVISIONS</b>			
COVERAGE APPLIES TO SCHEDULED LOCATIONS SEE FORM 63958 (06-04) FOR DETAILS			

**POLICYHOLDER NOTICE**

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at [www.aig.com/producercompensation](http://www.aig.com/producercompensation) or by calling 1-800-706-3102.

91222 (04/13)



# UMBRELLA POLICY

## UNDERLYING INSURANCE

NAME AND ADDRESS OF PRODUCER AmWINS Program Underwriters, Inc. 4725 Piedmont Row Drive Suite Charlotte NC 28210 0000092210	INSURANCE COMPANY Illinois National Insurance Co. (a capital stock company) 175 Water Street - 18th Floor. New York NY 10038
ITEM 1 NAME AND MAILING ADDRESS OF INSURED  IN PHASE BROADCASTING, INC. P.O. BOX 325 ETNA OH 43018-0325	POLICY NUMBER 06-UD -066146584-3/000 RENEWAL OF ITEM 2 POLICY PERIOD FROM: 10-01-15 TO: 10-01-16 At 12:01 A.M. Standard Time at the mailing address shown.

## SCHEDULE OF UNDERLYING INSURANCE

<u>TYPE OF POLICY OR COVERAGE</u>	<u>INSURER POLICY NO. AND POLICY PERIOD</u>	<u>LIMITS</u>
COMMERCIAL GENERAL LIABILITY	GRANITE STATE INSURANCE COMPANY 02-LX-086481857-3 10/01/15 to 10/01/16	\$ 1,000,000 EACH OCCURRENCE  \$ 2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE  \$ 2,000,000 GENERAL AGGREGATE  ____ PER LOCATION ____ PER PROJECT

# UMBRELLA POLICY

## ENDORSEMENT SCHEDULE

NAME AND ADDRESS OF PRODUCER AmWINS Program Underwriters, Inc. 4725 Piedmont Row Drive Suite Charlotte NC 28210 0000092210	INSURANCE COMPANY Illinois National Insurance Co. (a capital stock company) 175 Water Street - 18th Floor. New York NY 10038
ITEM 1 NAME AND MAILING ADDRESS OF INSURED  IN PHASE BROADCASTING, INC. P.O. BOX 325 ETNA OH 43018-0325	POLICY NUMBER 06-UD -066146584-3/000 RENEWAL OF 29-UD-066146584-2 ITEM 2 POLICY PERIOD FROM: 10-01-15 TO: 10-01-16  At 12:01 A.M. Standard Time at the mailing address shown.

TERRORISM RISK INSURANCE ACT IS INCLUDED

\$25

<b>TOTAL PREMIUM</b>	<b>\$2,525</b>
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AUTHORIZED REPRESENTATIVE

FORMS SCHEDULE

<p>NAME AND ADDRESS OF PRODUCER                  AmWINS Program Underwriters,                  Inc.                  4725 Piedmont Row Drive Suite                  Charlotte NC 28210                  0000092210</p>	<p>INSURANCE COMPANY                  Illinois National Insurance Co.                  (a capital stock company)                  175 Water Street - 18th Floor.                  New York NY 10038</p>
<p>ITEM 1 NAME AND MAILING ADDRESS OF INSURED                  IN PHASE BROADCASTING, INC.                  P.O. BOX 325                  ETNA OH 43018-0325</p>	<p>POLICY NUMBER RENEWAL OF                  06-UD -066146584-3/000 29-UD-066146584-2                  ITEM 2 POLICY PERIOD                  FROM: 10-01-15 TO: 10-01-16                  At 12:01 A.M. Standard Time at the mailing address shown.</p>

COMMERCIAL UMBRELLA

89644 (06/13) ECONOMIC SANCTIONS ENDORSEMENT  
 PRG7003 (11/09) ESTIMATED TAXES, ASSESSMENTS AND SURCHARGES  
 94396 (03/13) TEXAS NOTICE  
 80517 (11/09) Umbrella Prime Commercial Umbrella Liab Policy  
 94621 (05/07) Crisis Response Coverage Enhancement Endorsement  
 99497 (06/08) Violation of Economic or Trade Sanctions Condition  
 83687 (01/10) Duties In The Event of An Occ, Claim Or Suit And  
 83049 (03/06) Act of Terrorism Self-Insured Retention Endt  
 74802 (07/11) TEXAS - CANCELLATION/NONRENEWAL ENDORSEMENT  
 81914 (04/03) Texas Amendatory Endorsement  
 81911 (01/05) Texas Policy Disclosure Notice  
 91222 (04/13) POLICYHOLDER NOTICE  
 96556 (01/15) TRIA DISCLOSURE - COVERAGE INCLUDED  
 117661 (09-14)  
 117617 (09/14) CRISISRESPONSE EXCLUSION  
 118632 (01-15) ACCESS OR DISCLOSURE OF CONF OR PERSONAL INFO EXCL  
 80394 (09/03) ANTI-STACKING ENDORSEMENT  
 80411 (01/04) CROSS SUITS EXCL  
 82449 (06/03) FUNGUS EXCL ENDT  
 86471 (02/06) LEAD EXCL ENDT  
 80479 (02/03) SILICA EXCL ENDT  
 80417 (07/02) DIRECTORS AND OFFICERS LIABILITY EXCL  
 80419 (07/02) EMPLOYEE BENEFITS LIABILITY EXCL  
 83070 (09/03) EMPLOYERS' LIABILITY EXCL ENDT  
 87224 (12/04) LIQUOR LIABILITY EXCL ENDT  
 113512 (03-13) PHYSICAL ABUSE, SEXUAL ABUSE OR MOLESTATION EXCL  
 105907 (07/10) TOTAL POLL EXCL ENDT (LMTD EXCP FOR

