

**ASSET PURCHASE AGREEMENT**

by and between

**REUNION BROADCASTING, LLC, SELLER**

and

**SMP COMMUNICATIONS, LLC, BUYER**

for the sale and purchase of  
Station KAHS, El Dorado, Kansas

Dated: February 7, 2005

LIST OF EXHIBITS AND SCHEDULE

SCHEDULE 2.1 -- FCC Licenses  
SCHEDULE 2.2 -- Tangible Property  
SCHEDULE 2.3 -- Leases  
SCHEDULE 2.4 - Contracts and Leases  
SCHEDULE 6.12 -- Insurance

**ASSET PURCHASE AGREEMENT**

**This Agreement**, made and entered into as of this 7<sup>TH</sup> day of February, 2005, by and between **REUNION BROADCASTING, LLC** ("Seller"), and **SMP COMMUNICATIONS, LLC** ("Buyer")

WITNESSETH THAT:

WHEREAS, Seller is the licensee of Radio Station KAHS, Facility ID 48538, El Dorado, Kansas (the "Station");

Whereas, Buyer desire to purchase all of the assets used or useful in and for the operation of the Station, and to acquire the license and other authorizations issued by the Federal Communications Commission (the "FCC") for the operation of the Station, and,

Whereas, Seller desires to sell the Station's assets and transfer the Station license and other authorizations to Buyer, and

WHEREAS, the authorizations issued by the FCC may not be assigned to Buyer without the FCC's prior consent.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties, intending to be legally bound, agree as follows:

**1. RULES OF CONSTRUCTION**

**1.1. Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

- "Assignment Application" means the application on FCC Form 314 that Seller and Buyer shall join in and file with the FCC requesting its consent to the assignment of the FCC Licenses from Seller to Buyer.
- "Closing" means the consummation of the Transaction.
- "Closing Date" means the date on which the Closing takes place, as determined pursuant to Section 10 hereof.
- "Escrow Agent" means David Tillotson, Esq.
- "Escrow Deposit" means the sum of Fifty Thousand Dollars (\$50,000.00) that Buyer have deposited with Escrow Agent as security for the performance of Buyer's obligations hereunder.

- "Escrow Agreement" means the Escrow Agreement between Buyer, Seller and Escrow Agent dated as of the date hereof.
- "Final Order" means any FCC action that, by lapse of time or otherwise, is no longer subject to administrative or judicial reconsideration, review, appeal or stay.
- "Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any agency, court or other entity that exercises executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.
- "Knowledge" when used in connection with any representation or warranty by a person or entity means the actual knowledge of such person or entity at the time the representation is made without any requirement or expectation that such person or entity has made any investigation or inquiry regarding the matter at issue.
- "Transaction" means the sale and purchase and assignments and assumptions contemplated by this Agreement and the respective obligations of Seller and Buyer set forth herein.

**1.2. Other Definitions.** Other capitalized terms used in this Agreement shall have the meanings ascribed to them herein.

**1.3. Number and Gender.** Whenever the context so requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be construed to mean or include any other gender or genders.

**1.4. Headings and Cross-References.** The headings of the Sections and Paragraphs hereof have been included for convenience of reference only, and shall in no way limit or affect the meaning or interpretation of the specific provisions of this Agreement. All cross-references to Sections or Paragraphs herein shall mean the Sections or Paragraphs of this Agreement unless otherwise stated or clearly required by the context. All references to Exhibits and Schedules herein shall mean the Exhibits and Schedules to this Agreement which have been separately initialed for identification by Seller and Buyer.

Words such as "herein" and "hereof" shall be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement unless otherwise stated or clearly required by the context.

**1.5. Computation of Time.** Whenever any time period provided for in this Agreement is measured in "business days" there shall be excluded from such time period each day that is a Saturday, Sunday, recognized federal legal holiday, or other day on which the FCC's offices are closed and are not reopened prior to 5:30 p.m. Washington, D.C. time. In all other cases all days shall be counted.

**2. ASSETS TO BE CONVEYED.** On the Closing Date, Seller will sell, assign, transfer, convey and deliver to Buyer the following assets of Seller that are used for the operation of the Station (the "Station Assets") free and clear of all liens and encumbrances whatsoever except for statutory liens for taxes not yet due:

**2.1. Licenses.** The licenses, permits and other authorizations issued by the FCC for the operation of the Station listed in Schedule 2.1 hereof (the "FCC Licenses"), and all other transferrable licenses, permits and authorizations issued by any other Governmental Authorities that are used in or necessary for the lawful operation of the Station as presently operated by Seller.

**2.2. Tangible Property.** All tangible personal property and fixtures owned by Seller used or useful in the operation of the Station, including, without limitation, the property listed in Schedule 2.2 hereof, together with replacements thereof and improvements and additions thereto made between the date hereof and the Closing Date (the "Tangible Property").

**2.3. Real Property.** The real property described in Schedule 2.3 hereof (the "Real Property");

**2.4. Contracts.** All contracts for the sale of advertising time on the Station which are in effect on the Closing Date, were entered into in the normal course of business and are cancelable on thirty (30) day's notice and the other contracts, leases and agreements listed in Schedule 2.4 hereto (the "Contracts");

**2.5. Intangible Property.** All Seller's right, title and interest in and to the call signs, slogans, logos, trademarks, copyrights, and similar materials and rights and the

goodwill and other intangible assets used in or arising from the business of the Station (the "Intangible Property").

**2.6. Accounts Receivable.** All of Seller's accounts receivable as of the Closing Date.

**2.7 Business Records.** All business records of Seller (including without limitation logs, public file materials, and engineering records) relating to or used in the operation of the Station.

**3. EXCLUDED ASSETS.** The following assets are expressly excluded from the Station Assets being conveyed hereunder and shall be retained by Seller:

(a) Seller's cash on hand and in banks;

(b) any claims that Seller may have under any insurance policies or contracts and any other claims that Seller may have against third parties;

(c) Seller's internal books and records which do not relate to the ownership or operation of the Station; and

(d) The satellite receivers located on the Real Property which are owned by the providers of programming to the Station and accounting and billing software located in Seller's Tulsa office.

**4. PURCHASE PRICE AND METHOD OF PAYMENT; ALLOCATION OF PURCHASE PRICE; PRORATIONS.**

**4.1. Purchase Price; Method of Payment.** The purchase price for the Station Assets is Four Hundred Thousand Dollars (\$400,000.00) (the "Purchase Price"). The Purchase Price shall be paid to Seller on the Closing Date as follows:

(a) Buyer and Seller shall jointly instruct the Escrow Agent to deliver the Escrow Deposit to Seller by wire transfer of funds; and

(b) Buyer shall deliver to Seller the balance of the Purchase Price (*i.e.*, \$350,000.00) by certified or cashier's check or wire transfer.

**4.2. Allocation of Purchase Price.** The Purchase Price shall be allocated as follows:

Tangible Assets	\$60,000.00
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Real Property	\$40,000.00_
FCC License and goodwill	\$300,000.00

Seller and Buyer shall use such allocation for all purposes related to the valuation of the Station Assets, including, without limitation, in connection with any federal, state, county or local tax returns and, unless required to do so in accordance with a "determination" as defined in Section 1313(a)(1) of the Internal Revenue Code, neither Seller nor Buyer shall take any position in any tax return, tax proceeding, tax audit or otherwise that is inconsistent with such allocation.

**4.3. PRORATIONS.** Seller shall be entitled to all income attributable to, and shall be responsible for all expenses arising out of the operation of the Station until 11:59 p.m. on the Closing Date and Buyer shall be entitled to all income attributable to, and shall be responsible for all expenses arising out of, the operation of the Station after 11:59 p.m. on the Closing Date. All overlapping items of income or expense customarily subject to prorations in broadcast station transactions shall be prorated, or reimbursed, as the case may be, as of 11:59 p.m. on the Closing Date (the "Prorations"). In the event that the exact amount of any personal or real property taxes or the Annual FCC Regulatory Fee which are to be prorated is not known on the Closing Date, such taxes or fee shall be prorated on the basis of the most recent tax or fee assessment and such proration shall be final. To the extent practical, the Prorations shall be made on the Closing Date and any net amount due as a result of the Prorations shall be added to, or subtracted from, the Purchase Price. Within 30 days after the Closing Date, Buyer's accountant and Seller's accountant shall agree to any final Prorations that are necessary to carry out the parties' intentions as reflected in this Section and any final amount due Seller, or Buyer, shall be paid promptly by check from the party owning the final amount made payable to the party to whom the payment is due.

**5. SELLER'S LIABILITIES.** Buyer do not and shall not assume or be deemed to assume, pursuant to this Agreement or otherwise, any liabilities, obligations, or commitments of Seller of any nature whatsoever except for obligations under the Contracts to be assumed by Buyer hereunder.

**6. SELLER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS.** Seller hereby makes the following representations, warranties, and covenants:

**6.1 Existence and Power.** Seller is a limited liability company validly existing and in good standing under the laws of

the State of Oklahoma with the full power to enter into, deliver and perform this Agreement.

**6.2. Binding Agreement.** The execution, delivery, and performance of this Agreement by Seller has been duly authorized by its stockholders and board of directors. This Agreement has been duly executed and delivered to Buyer by Seller and constitutes a legal, valid, and binding obligation of Seller enforceable against Seller in accordance with its terms.

**6.3. No Violation.** The execution and performance of this Agreement by Seller will not violate Seller's articles of organization or any material order, rule, judgment or decree to which Seller or its principals or employees is subject, or breach any contract, agreement or other commitment to which Seller or its principals or employees is a party or is bound.

**6.4. Conveyance of Assets.** At Closing, Seller shall convey to Buyer good and marketable title to all the Station Assets, free and clear of all liens, pledges, collateral assignments, security interests, leases, easements, covenants, restrictions and encumbrances or other defects of title except for the lien of any personal property or real property taxes that will not become due until after the Closing Date.

**6.5. Governmental Authorizations.** Except for the FCC Licenses, Seller is unaware of any material licenses, permits, or authorizations from any Governmental Authority which are required to operate the Station. The FCC Licenses are all the FCC authorizations held by Seller with respect to the Station, and are all the FCC authorizations used in or necessary for the lawful operation of the Station. The FCC Licenses are in full force and effect, are subject to no unusual or materially adverse conditions or restrictions, and are unimpaired by any acts or omissions of Seller or Seller's employees or agents.

**6.6 Contracts.** Seller will utilize its reasonable best efforts to ensure that the Contracts listed in Schedule 2.4 the stated duration of which extends beyond the Closing Date, will, at Closing, be in full force and effect, unimpaired by any acts or omissions of Seller or Seller's employees or agents and constitute all contracts and leases necessary for the operation of the Station as it is currently operated by Seller. If any Contract requires the consent of any third party in order for Seller to assign that contract or lease to Buyer, Seller will use its best efforts to obtain such consent prior to Closing.

**6.7. Condition of Tangible Property.** Except as specifically noted on Schedule 2.2, the Tangible Property together with all improvements and additions thereto and

replacements thereof, is now and on the Closing Date will be in good operating condition, ordinary wear and tear excepted. Between the date hereof and the Closing Date, the Tangible Property will be maintained in accordance with generally accepted standards in the broadcast industry and in material compliance with all applicable rules and regulations of the FCC and all applicable laws, regulations and ordinances issued by any Governmental Authority. On the Closing Date the Station's facilities will be operating in material compliance with the terms and conditions of the FCC Licenses and all conditions of the construction permits underlying such licenses, which are expressly or by operation of the FCC's rules or policies, carried forward in the licenses. If within sixty (60) days after the Closing Date, Buyer give Seller written notice of any defects in the Station's technical facilities which existed on the Closing Date and which constituted a material breach of Seller's representations set forth in the this paragraph, Buyer shall have the right to require Seller to make such repairs and/or adjustments as may be necessary to bring the Station's technical facilities into substantial compliance with such representations or, in the alternative, to make whatever repairs and/or adjustments or to replace any equipment at Seller's expense as may be necessary to correct such defects; provided, however, that Seller will be given reasonable opportunity, within thirty (30) days of the day of the mailing of written notice from Buyer to Seller, to effect such repairs, replacements or adjustments at Seller's cost.

**6.8. Real Property.** The Real Property comprises all of the real estate currently used or currently necessary for the lawful operation of the Station as presently operated by Seller. Seller has, and after Closing Buyer will have, all legal and practical access to the Real Property. None of the buildings, structures or improvements that are constructed on the Owned Real Property (including without limitation all guy wires and guy anchors) encroaches upon adjoining real estate, and, to Seller's Knowledge, all such buildings, structures and improvements are constructed in conformity with all "set-back" lines, easements and other restrictions or rights of record, and all applicable building or safety codes and zoning ordinances. There are not pending or, to Seller's Knowledge, threatened condemnation or eminent domain proceedings that may have a material adverse effect on Buyer's use of the Real Property for the operation of the Station after Closing. Seller has no knowledge of any structural or other material defects in the towers, buildings, structures and other improvements located on the Real Property that has not been communicated to Buyer in writing.

**6.9. Utilities.** All utilities that are necessary for Seller's present operation of the Station, including without limitation, electric power, water, sewer, and telephone services,

have been connected to the Real Property and, to Seller's Knowledge, are in good working order. To Seller's Knowledge, none of those utility lines cross the lands of others except where appropriate easements or licenses have been obtained.

**6.10. Litigation.** Except for proceedings affecting radio broadcasters generally, there is no complaint, investigation, or proceeding pending or, to Seller's Knowledge, threatened before or by the FCC, any other Governmental Authority, or any other person or entity relating to the business or operations of the Station. There is no other litigation, action, suit, investigation or proceeding pending or, to the best of Seller's Knowledge, threatened that may give rise to any claim against any of the Station Assets or adversely affect Seller's ability to consummate the Transaction as provided herein. Seller is not aware of any facts that could reasonably result in any such proceedings.

**6.11. Employees.** No employee of the Station is represented by a union or other collective bargaining unit, and, to the best of Seller's knowledge, no application for recognition as a collective bargaining unit has been filed with the National Labor Relations Board and no concerted effort to unionize any of the Station's employees is currently in progress. Seller has no written or oral retirement, pension, bonus, termination pay, hospitalization, vacation, or other employee benefit plan, agreement, or understanding.

**6.12. Insurance.** Schedule 6.12 lists all insurance policies held by Seller with respect to the Station. Such insurance policies shall be kept in full force and effect until the Closing Date.

**6.13. Compliance with Law.** (a) Seller has, in its conduct of the Station's business, complied in all respects material to this transaction with all applicable statutes, regulations and orders relating to the employment of labor, including those concerning wages, hours, equal employment opportunity, collective bargaining, pension and welfare benefit plans, and the payment of Social Security and similar taxes, and Seller is not liable for any arrears of wages or any tax penalties due to any failure to comply with any of the foregoing.

(b) On or before the Closing Date, Seller will pay and discharge all taxes, assessments, excises and other levies relating to the Station Assets, including all FCC Regulatory Fees, which, if due and not paid, would interfere with Buyer's full enjoyment and use of the Station Assets after Closing, except for such taxes, assessments, and other levies as will not be due until after the Closing Date.

**6.14. Environmental Matters.** No hazardous or toxic waste, substance or material, as those or similar terms are defined in or for purposes of applicable federal, state and local environmental laws, and including without limitation any asbestos or asbestos-related products, oils or petroleum-derived compounds, CFCs, or PCBs (collectively "Hazardous Substances") are present in any equipment used in the operation of the Station or, to Seller's Knowledge, are located on or about Real Property unless, in the case of equipment containing CFC's and PCB's, such CFC' and PCB's are properly contained and labeled. No "underground storage tank" (as that term is defined in regulations promulgated by the federal Environmental Protection Agency) is used in the operation of the Station, is located on the Real Property. To Seller's Knowledge: (i) the Real Property has not previously been used for the manufacture, refining, treatment, storage, or disposal of any Hazardous Substances; (ii) none of the soil, ground water, or surface water of the Real Property is contaminated by any Hazardous Substances and there is no reasonable potential for such contamination from neighboring real estate; (iii) no Hazardous Substances are being emitted, discharged or released from the Real Property, directly or indirectly, into the environment; (iv) neither Seller nor any former owner or operator of the Real Property is liable for cleanup or response costs with respect to the emission, discharge, or release of any Hazardous Substances due to its ownership, occupation, use or operation of such premises. The present operation of the Station complies in all applicable federal, state and local laws relating to electrical transformers and human exposure to radio frequency radiation and, to Seller's Knowledge, complies in all material respects with all other applicable federal, state and local environmental laws.

**6.15. Insolvency Proceedings.** No insolvency proceedings of any character, including without limitation bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller or the Station Assets are pending or threatened. Seller has not made an assignment for the benefit of creditors or taken any action with a view to, or that would constitute a valid basis for, the institution of any insolvency proceedings. Upon consummation of the transactions provided for herein, Seller (i) will have sufficient capital to carry on their business and transactions, (ii) will be able to pay their debts as they mature or become due, and (iii) will own assets the fair market value of which will be greater than the sum of all liabilities of Seller not specifically assumed by Buyer pursuant to the terms of this Agreement.

**6.16. No Misleading Statements.** No statement made by Seller to Buyer and no information provided or to be provided by Seller to Buyer pursuant to this Agreement or in connection

with the negotiations covering the purchase and sale contemplated herein contains or will contain any untrue statement of a material fact or omits or will omit a material fact. There are no facts or circumstances known to Seller that, either individually or in the aggregate, will materially adversely affect after Closing the Station Assets or the business or condition (financial or otherwise) of the Station. All representations and warranties of Seller set forth in this Agreement shall be true, complete and accurate in all material aspects as of the Closing Date as if made on that date.

**7. BUYER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Buyer hereby make the following representations, warranties and covenants:

**7.1. Existence and Power.** Each Buyer is an individual with the full legal capacity and power to enter into and perform this Agreement.

**7.2. Binding Agreement.** This Agreement has been duly executed and delivered to Seller by Buyer and constitutes a legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

**7.3. No Violation.** The execution and performance of this Agreement by Buyer will not violate any material order, rule, judgment or decree to which Buyer are subject, or breach any contract, agreement or other commitment to which Buyer are a party or by which Buyer are bound.

**7.4. Licensee Qualifications.** Buyer are legally, financially, and otherwise qualified under the Communications Act of 1934, as amended, and the rules and regulations of the FCC to be the licensee of the Station.

**7.5. Litigation.** There is no action, suit, investigation or other proceeding pending or to Buyer's Knowledge threatened that may adversely affect Buyer's ability to perform its obligations under this Agreement in accordance with the terms hereof, and Buyer are not aware of any facts that could reasonably result in any such proceeding.

**8. PRE-CLOSING RIGHTS AND OBLIGATIONS.** The parties covenant and agree as follows with respect to the period prior to Closing:

**8.1. Application for FCC Consent.** Within five (5) business days after the date of this Agreement, Seller and Buyer shall join in and file the Assignment Application, and they shall diligently take all steps necessary or desirable and proper

expeditiously to prosecute the Assignment Application and to obtain the FCC's determination that grant of the Assignment Application will serve the public interest, convenience and necessity. The failure by either party to timely file or diligently prosecute its portion of the Assignment Application shall be deemed a material breach of this Agreement.

**8.2. Access.** Between the date hereof and the Closing Date, Seller shall give Buyer and representatives of Buyer reasonable access during normal business hours to the Station Assets and to the books and records of Seller relating to the business of the Station. No inspection or investigation made by or on behalf of Buyer or Buyer's failure to make any inspection or investigation shall affect Seller's representations, warranties, and covenants hereunder or be deemed to constitute a waiver of any of those representations, warranties, and covenants.

**8.3. Administrative Violations.** If Seller receives any finding, order, complaint, citation or notice prior to Closing which states that any aspect of the Station's operations violates any rule, regulation or order of the FCC or of any other Governmental Authority which affects the Station Assets (an "Administrative Violation"), including without limitation any rule, regulation or order concerning environmental protection, the employment of labor, or equal employment opportunity, Seller shall use its best efforts to remove or correct the Administrative Violation and shall be solely responsible for the payment of all costs associated therewith, including any fines or back pay that may be assessed.

**8.4. Risk of Loss.** The risk of loss or damage to the Station Assets shall be upon Seller at all times prior to Closing. In the event of material loss or damage, Seller shall promptly notify Buyer thereof and use its best efforts to repair, replace or restore the lost or damaged property to its former condition as soon as possible. In the event that any loss, damage or destruction to the Station's assets has not been repaired, restored and/or replaced prior to the Closing Date, the Closing shall nevertheless take place and Seller shall assign its rights to receive any insurance proceeds with respect to the damaged, lost, or destroyed assets to Buyer and, to the extent that the insurance proceeds so assigned are insufficient to cover all of the costs of repairing and/or replacing the assets that were damaged, lost or destroyed, the Purchase Price shall be adjusted to cover such shortfall.

**8.5. Operations Prior to Closing.** Between the date of this Agreement and the Closing Date:

(a) Seller shall operate the Station in the normal and usual manner and conduct the Station's business in the ordinary course and in material compliance with all applicable laws, regulations and orders of the FCC and other governmental authorities. To the extent consistent with such operations, Seller shall use its best efforts to: (i) maintain all of the Station Assets in good operating condition, ordinary wear and tear excepted; and (ii) comply in all material respects with all laws, rules and regulations of all Governmental Authorities.

(b) Seller shall not: (i) sell or otherwise dispose of any of the Station Assets except in the ordinary course of business and only if any material property disposed of is replaced by property of like or better kind, quality, and utility prior to Closing; (ii) enter into any contract, lease, or agreement that will impose any material obligation on Buyer after Closing; (iii) change the Station's current call sign; (iv) offer any discounts to account debtors or otherwise take actions to collect Seller's accounts receivable which are not in accordance with Seller's customary past practices for collecting receivables or (v) cause the FCC License to be revoked, suspended or materially modified.

**8.6. Control of Station.** This Agreement shall not be consummated until after the FCC has given its written consent thereto, and between the date of this Agreement and the Closing Date, Buyer shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct the operations of the Station. Such operations shall be the sole responsibility of Seller.

## **9. CONDITIONS PRECEDENT.**

**9.1. Mutual Conditions.** The obligation of both Buyer and Seller to consummate the Transaction is subject to the satisfaction of each of the following conditions:

(a) **Approval of Assignment Application.** The FCC shall have granted the Assignment Application and such grant shall be in full force and effect on the Closing Date.

(b) **Absence of Litigation.** As of the Closing Date, no action, suit or proceeding seeking to enjoin, restrain, or prohibit the consummation of the Transaction shall be pending before any court, the FCC, or any other Governmental Authority; provided, however, that this Paragraph may not be invoked by a party if any such action, suit, or proceeding was solicited or encouraged by, or instituted as a result of any act or omission of, such party.

**9.2. Conditions to Buyer's Obligation.** In addition to satisfaction of the mutual conditions contained in Section 10.1, the obligation of Buyer to consummate the Transaction is subject, at Buyer's option, to the satisfaction of each of the following conditions:

(a) **Representations and Warranties.** The representations and warranties of Seller to Buyer shall be true, complete, and correct in all material respects as of the Closing Date with the same force and effect as if then made.

(b) **Final Order.** The FCC's action granting the Assignment Application shall have become a Final Order.

(c) **Compliance with Conditions.** All of the terms, conditions and covenants to be complied with or performed by Seller on or before the Closing Date shall have been duly complied with and performed in all material respects.

(d) **Third-Party Consents.** Insofar as any of the Leases or Contracts are denoted by an asterisk on 2.4 hereto as being material to this transaction ("Material Contract"), except for the contracts so denoted which may be assigned to and assumed by Buyer without consent of the contracting party, Seller shall have obtained written consent to the assignment to, and assumption by, Buyer of Seller's rights and obligations under each such Material Contract.

(e) **Environmental Assessment.** Prior to Closing, Buyer shall have received an environmental assessment of the Real Property conducted by an environmental consulting firm satisfactory to Buyer, including the certificate of the environmental engineer, stating in substance that, following all appropriate inquiry into the previous ownership and uses of such real estate consistent with good commercial or customary practice, the engineer has concluded that there is no environmental condition on or affecting any of the Real Property that would either (i) materially impair the use of that real estate for the operation of the Stations or (ii) require remedial action to bring the Real Property into compliance with all applicable environmental laws and regulations. In the event the environmental assessment discloses an environmental problem that can be remedied by the expenditure of Twenty-Five Thousand Dollars (\$25,000.00) or less, Seller will either remedy the problem, at its expense, prior to the Closing or, failing that, the Purchase Price will be reduced by the amount, as estimated in the environmental assessment, that will be required to remedy the environmental problem, and the Closing will otherwise take place in the manner, and at the time, provided for herein. In the event that the cost of remedying the environmental problem will

exceed Twenty-Five Thousand Dollars (\$25,000), Seller shall have the option to agree to reduce the Purchase Price by the full amount of what it will cost to remedy the problem, in which event the Closing will take place at the reduced price, or, if Seller is not otherwise in default, to terminate this Agreement; provided that, if Buyer agree to accept a Twenty-Five Thousand Dollar (\$25,000.00) reduction in the Purchase Price as full compensation for the costs that Buyer will incur to remedy the environmental problem, Sellers shall not have the right to terminate and the Closing will take place with the Purchase Price reduced by Twenty-Five Thousand Dollars (\$25,000.00). Buyer shall commission and pay the cost of the environmental assessment. Buyer's failure to commission the environmental assessment in time to permit the completion thereof prior to Closing shall be deemed a waiver of this condition and shall not be grounds for terminating this Agreement or for extending the Closing Date.

(f) **Condition of Title.** At or prior to the Closing, Buyer shall have obtained a report from a title company on the status of title to the Real Property which is reasonably satisfactory to Buyer and an agreement from Seller indemnifying Buyer against the existence of outstanding rights that could form the basis for mechanic's, materialman's or similar liens, unrecorded documents, claims of parties in possession, and judgments, bankruptcies or other charges against any persons whose names are the same as or similar to Seller's name.

(g) **Compliance With Zoning Requirements.** At or prior to the Closing, Buyer shall have obtained evidence establishing to Buyer's reasonable satisfaction that any radio towers erected on the Real Property have been constructed in compliance with all applicable zoning ordinances. A zoning endorsement on the title policy shall satisfy this requirement.

(h) **Closing Documents.** Seller shall have delivered or caused to be delivered to Buyer all of the closing documents specified in Paragraph 11.2.1, all of which documents shall be dated as of the Closing Date, duly executed, and in a form reasonably acceptable to Buyer.

**9.3. Conditions to Seller's Obligation.** In addition to satisfaction of the mutual conditions contained in Section 10.1, the obligation of Seller to consummate the Transaction is subject, at Seller's option, to satisfaction of each of the following conditions:

(a) **Representations and Warranties.** The representations and warranties of Buyer to Seller shall be true,

complete and correct in all material respects as of the Closing Date with the same force and effect as if then made.

(b) **Compliance with Conditions.** All of the terms, conditions and covenants to be complied with or performed by Buyer on or before the Closing Date shall have been duly complied with and performed in all material respects.

(c) **Payment.** Buyer shall have delivered to Seller the Purchase Price.

(d) **Closing Documents.** Buyer shall have delivered to Seller all the closing documents specified in Paragraph 11.2.2, all of which documents shall be dated as of the Closing Date, duly executed, and in a form reasonably satisfactory to Seller.

## **10. CLOSING.**

**10.1. Closing Date and Method.** Unless Seller and Buyer agree otherwise: (i) the Closing Date shall be the tenth (10th) business day after the date on which all of the closing conditions (except for the deliveries that Buyer or Seller is required to make on the Closing Date) have been satisfied or waived and (ii) the Closing shall be accomplished on the Closing Date by exchanging the closing documents required by this Agreement and such other closing documents as the parties may reasonably require in person, by mail or air courier and Buyer delivering the Purchase Price, as adjusted, to Seller by wire transfer.

**10.2. Performance at Closing.** The following documents shall be delivered at Closing:

**10.2.1. By Seller.** Seller shall deliver or cause to be delivered to Buyer:

(a) A certificate executed by Seller's Manager attesting to Seller's compliance with the matters set forth in Section 9.2 (a).

(b) Assignments in form and substance reasonably satisfactory to Buyer transferring to Buyer all of the interests of Seller in and to the FCC Licenses and all other transferable licenses, permits, and authorizations issued by any other Governmental Authorities that are used in or necessary for the lawful operation of the Station.

(c) Bills of sale in form and substance reasonably satisfactory to Buyer conveying to Buyer all of the Tangible and Intangible Property of the Station.

(d) One or more assignments assigning to Buyer all of the Contracts.

(f) Reports of the results of lien searches with respect to the Seller conducted within ten (10) business days of the Closing Date in the jurisdiction(s) where liens with respect to the Station's tangible assets, receivables and the Owned Real Property would under Kansas law be recorded.

**10.2.2. By Buyer.** Buyer shall deliver to Seller or Seller's designee(s):

(a) A certificate executed by Buyer attesting to Buyer's compliance with the matters set forth in Section 9.3 (a).

(b) The Purchase Price.

(c) Such assumption agreements and other instruments and documents as are required to evidence Buyer's assumption of and obligation to pay, perform, and discharge Seller's obligations under the Contracts.

**11. INDEMNIFICATION.** The parties agree as follows with respect to the period subsequent to Closing:

**11.1. Buyer's Right to Indemnification.** For a period of one (1) year following the Closing, Seller undertakes and agrees to indemnify and hold Buyer harmless against (i) any breach, misrepresentation, or violation of any of Seller's representations, warranties, covenants, or other obligations contained in this Agreement; (ii) all liabilities of Seller not assumed by Buyer; and (iii) any claims by third parties against Buyer attributable to Seller's ownership or operation of the Station Assets prior to Closing and not otherwise assumed by Buyer under this Agreement. This indemnity is intended by Seller to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, interest, penalties, costs, and expenses (including, without limitation, reasonable fees and disbursements of counsel), arising within said one (1) year period whether suit is instituted or not and, if instituted, whether at the trial or appellate level, with respect to any and all of the specific matters set forth in this indemnity.

**11.2 Seller's Right to Indemnification.** For a period of one (1) year following the Closing, Buyer undertake and agree to indemnify and hold Seller harmless against (i) any breach, misrepresentation, or violation of any of Buyer's representations, warranties, covenants, or other obligations contained in this Agreement; (ii) all liabilities of Buyer; and (iii) any claims by third parties against Seller attributable to Buyer's operation of the Station after Closing. This indemnity

is intended by Buyer to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, interest, penalties, costs, and expenses (including, without limitation, reasonable fees and disbursements of counsel), arising during said one (1) year period whether suit is instituted or not and, if instituted, whether at the trial or appellate level, with respect to any and all of the specific matters set forth in this indemnity.

**11.3 Procedure for Indemnification.** The procedure for indemnification shall be as follows:

(1) The party claiming indemnification (the "Claimant") shall give written notice to the party from which indemnification is sought (the "Indemnitor") promptly after the Claimant learns of any claim or proceeding covered by the foregoing agreements to indemnify and hold harmless; provided, however, that the Claimant's failure to give the Indemnitor prompt notice shall not bar the Claimant's right to indemnification unless such failure has materially prejudiced the Indemnitor's ability to investigate or defend against the claim or proceeding.

(2) With respect to claims between the parties, following receipt of notice from the Claimant of a claim, the Indemnitor shall have thirty (30) days to make any investigation of the claim that the Indemnitor deems necessary or desirable. For the purpose of this investigation, the Claimant agrees to make available to the Indemnitor and its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnitor cannot agree as to the validity and amount of the claim within the 30-day period (or any mutually agreed upon extension hereof), the Claimant may seek appropriate legal remedies.

(3) With respect to any third-party claims as to which the Claimant is entitled to indemnification, the Indemnitor shall have the right to employ counsel reasonable acceptable to the Claimant to defend against any such claim or proceeding, or to compromise, settle or otherwise dispose of the same, if the Indemnitor deems it advisable to do so, all at the expense of the Indemnitor. The parties will fully cooperate in any such action, and shall make available to each other any books or records useful for the defense of any such claim or proceeding. If the Indemnitor fails to acknowledge in writing its obligation to defend against or settle such claim or proceeding within twenty (20) days after receiving notice thereof from the Claimant (or such shorter time specified in the notice as the circumstances of the matter may dictate) the Claimant shall be free to engage counsel of its choice and defend against or settle the matter, all at the expense of the Indemnitor.

**11.4 Indemnification Not Sole Remedy.** The right to indemnification hereunder shall not be the exclusive remedy of either party in connection with any breach by the other party of its representations, warranties, or covenants, nor shall such indemnification be deemed to prejudice or operate as a waiver of any remedy to which either party may otherwise be entitled as a result of any such breach by the other party.

## **12. DEFAULT AND REMEDIES.**

**12.1. Opportunity to Cure.** If either party believes the other to be in default hereunder, the former party shall provide the other with written notice specifying in reasonable detail the nature of such default. If the default has not been cured within ten (10) days after delivery of that notice, then the party giving such notice may exercise the remedies available to such party pursuant to this Section, subject to the right of the other party to contest such action through appropriate proceedings. If a notice of default is given ten (10) days or less prior to the Closing Date, the Closing Date shall be automatically extended to first business day following the last day of the "cure" period.

**12.2. Seller's Remedies.** Buyer recognize that if the transaction contemplated by this Agreement is not consummated as a result of Buyer's breach of this Agreement, Seller would be entitled to compensation, the extent of which is extremely difficult and impractical to ascertain. To avoid this problem, the parties agree that if this Agreement is not consummated due to the default of Buyer, Seller shall be entitled to receive the Escrow Deposit as liquidated damages in lieu of any other remedies to which Seller might otherwise be entitled due to Buyer's wrongful failure to consummate the Transaction.

**12.3. Buyer's Remedies.** Seller agrees that the Station Assets include unique property that cannot be readily obtained on the open market and that Buyer will be irreparably injured if this Agreement is not specifically enforced. Therefore, Buyer shall have the right, if Buyer are not in material default in its obligations hereunder, specifically to enforce Seller's performance under this Agreement, and Seller agrees to waive the defense in any such suit that Buyer have an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy. If Seller is in material breach of its obligations hereunder and Buyer elect to terminate this Agreement rather than exercise its right to specific performance, and if Buyer are not in material default in its obligations hereunder, Buyer shall be entitled to recover from Seller an amount equal to the Escrow Deposit as liquidated damages in lieu of any other remedies to which Buyer might otherwise be entitled due to Seller's breach.

### **13. TERMINATION.**

**13.1. Failure to Obtain FCC Consent.** This Agreement may be terminated at the option of either party upon written notice to the other if the Closing has not occurred within nine (9) months after the date on which the FCC releases a public notice that the Assignment Application has been accepted for filing; provided, however, that a party may not terminate this Agreement if such party is in default hereunder, or if a delay in any decision or determination by the FCC respecting the Assignment Application has been caused or materially contributed to (i) by any failure of such party to furnish, file or make available to the FCC information within its control; (ii) by the willful furnishing by such party of incorrect, inaccurate or incomplete information to the FCC; or (iii) by any other action taken by such party for the purpose of delaying the FCC's decision or determination respecting the Assignment Application.

**13.2. Termination Due to Breach.** This Agreement may be terminated by either party due to a material breach of this Agreement by the nonbreaching party giving written notice of such termination. In such event, the nonbreaching party shall be entitled to the remedies specified in Sections 12.2 and 12.3 hereof.

**14. ENFORCEMENT OF REMEDIES; DISPUTES.** Except for the right of Buyer to seek specific performance of this Agreement which shall be pursued in an appropriate court and the right of either party to enforce the provisions of or any determination made pursuant to this section, the parties agree to resolve any disputes arising out of or in connection with this Agreement as provided in this section.

**14.1. Appointment of Dispute Panel.** If any dispute is not resolved in the time permitted by this Agreement or, if no time is specified, within five (5) days of the date either party gives the other notice that it intends to invoke the provisions of this section, each party will immediately name one arbitrator who shall be a person with one of the following qualifications (a) substantial experience in radio ownership or management, (b) an accountant with experience in radio broadcasting, or (c) a radio broadcasting consultant, and, within five (5) days of their appointment, the two arbitrators so selected shall select a third arbitrator with similar qualifications (the "Dispute Panel"). In the event one party names an arbitrator within the time period specified herein and the other party fails to do so, the Dispute Panel shall be comprised of the sole arbitrator who was timely named who shall have the full power and authority to resolve the dispute pursuant to the provisions of this Article 17.

**14.2. Decision Process.** Each party may submit such materials as it may elect to the Dispute Panel provided that a

copy of such material is delivered by hand or overnight courier to the other party. Neither party will contact any member of the Dispute Panel to discuss the dispute unless the other party is present in person or by conference telephone call or the other party consents. The Dispute Panel will request and review such information as its members deem necessary to resolve the dispute.

The Dispute Panel and each party will treat all information received by it as confidential and will destroy such information when the dispute is resolved. The Dispute Panel will resolve the matters presented to it so as to give each Party the benefit of its bargain by applying the provisions of this Agreement and, to the extent the Agreement is not dispositive, the customs and practices which, in the view of Dispute Panel, are common to transactions of this nature. The Dispute Panel will render its decision as soon as possible, but in any event, within thirty (30) days of the appointment of the third expert. The decision will be in writing and signed by each member of the dispute panel. The decision may include an award of damages as permitted by this agreement. Any third party may rely upon an original copy of the written decision or a copy of the decision certified by any member of the Dispute Panel as evidence of the decision.

**14.3. Binding Effect.** The decision of a majority of the members of the Dispute Panel will be binding and final with respect to both parties and may be enforced by seeking preliminary and permanent injunctive relief or entry of a judgment by a court of competent jurisdiction.

**14.4. Costs and Fees.** Each party will bear the costs and fees of the expert appointed by it plus half of the costs and expenses of the third expert. If the Dispute Panel determines by majority decision that the position of a party lacks substantial merit or was taken primarily to delay or otherwise impair the business efforts of the other party, then that party will pay the costs and fees of all the members of the panel plus the other party's reasonable attorney's fees.

## **15. GENERAL PROVISIONS.**

**15.1. Brokerage.** Seller has employed Satterfield & Perry as its broker and Buyer have employed Hispanic Cultural Media, Inc. as their broker in connection with this transaction and each party shall be solely responsible for the payment of any commissions or brokerage fees due to their respective brokers. Each party represents to the other that, except as stated in the previous sentence, it has not employed any broker or finder in connection with the Transaction and agrees to indemnify the other party and hold it harmless against any claim from any broker or finder based upon any agreement, arrangement, or understanding alleged to have been made by Seller or Buyer, as the case may be.

**15.2. Expenses.** The FCC filing fee for the Assignment Application shall be paid by equally by Buyer and Seller and any sales, use or transfer taxes applicable to this Transaction shall be paid by the party who customarily pays such taxes in transactions completed in Kansas. Except as otherwise provided herein, all other expenses incurred in connection with this Agreement or the Transaction shall be paid by the party incurring those expenses whether or not the Transaction is consummated.

**15.4. Notices.** Any notice, demand, or request required or permitted to be given under the provisions of the Agreement shall be deemed effective if made in writing (including telecommunications) and delivered to recipient's address or facsimile number set forth under its name below by any of the following means: (a) hand delivery, (b) registered or certified mail, postage pre-paid, (c) Federal Express, express mail or like courier service; or (d) facsimile with confirmation of receipt. Notice made in accordance with this section shall be deemed delivered upon receipt.

(a) if to Seller: Reunion Broadcasting, LLC  
2957 East 57<sup>th</sup> Street  
Tulsa, OK 74105  
Attn: D. Stanley Tacker, Manager  
Fax: 918-746-7615

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

[Seller's Attorney Info]

(b) if to Buyer: Ambrosio Medrano  
1645 South Blue Island Ave.  
Chicago, IL 60608  
Fax: 312 666-7650

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

David Tillotson, Esq.  
4606 Charleston Terrace, NW  
Washington, DC 20007  
Fax: (202) 965-2018

Either party may change its address for notices by written notice to the other given pursuant to this Section. Any notice purportedly given by a means other than as set forth in this Section shall be deemed ineffective.

**15.5. Assignment.** Neither party may assign its rights and obligations hereunder without the written consent of the other party which consent will not be unreasonably be withheld except that Buyer may assign their rights and obligations under this Agreement to any corporation or other legal entity

controlled by Buyer provided that such assignment would not materially delay grant of the FCC Consent or the FCC Consent becoming a Final Order and that no such assignment shall relieve Buyer of their duties, obligations, responsibilities, covenants and warranties contained herein. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assignees.

**15.6. Exclusive Dealings.** For so long as this Agreement remains in effect, neither Seller nor any person acting on Seller's behalf shall solicit, initiate, or accept any offer from, or conduct any negotiations with, any person concerning the acquisition of the Station or the Station Assets, directly or indirectly, by any party other than Buyer or Buyer's permitted assignees.

**15.7 Third Parties.** Nothing in this Agreement, whether express or implied, is intended to: (i) confer any rights or remedies on any person other than Seller, Buyer, and their respective successors and permitted assignees; (ii) to relieve or discharge the obligations or liability of any third party; or (iii) to give any third party any right of subrogation or action against either Seller or Buyer.

**15.8. Indulgences.** Unless otherwise specifically agreed in writing to the contrary: (i) the failure of a party at any time to require performance by another party of any provision of this Agreement shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by the another party shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by a party for the performance of any obligation or act by another party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

**15.9. Survival of Representations and Warranties.** The several representations, warranties, and covenants of the parties contained herein shall survive the Closing for a period of three (3) years ; provided, however, that those specific matters as to which claims for indemnification have been duly made before the expiration of such one-year period shall survive until those claims have been resolved.

**15.10. Prior Negotiations.** This Agreement supersedes in all respects all prior and contemporaneous oral and written negotiations, understandings and agreements between the parties with respect to the subject matter hereof. All of said prior and contemporaneous negotiations, understandings and agreements are merged herein and superseded hereby.

**15.11. Schedules and Exhibits.** The Schedules and Exhibits attached hereto or referred to herein are a material part of this Agreement, as if set forth in full herein.

**15.12. Entire Agreement; Amendment.** This Agreement and the Exhibits and Schedules to this Agreement set forth the entire understanding between the parties in connection with the Transaction, and there are no terms, conditions, warranties or representations other than those contained, referred to or provided for herein and therein. Neither this Agreement nor any term or provision hereof may be waived, altered or amended in any manner except by an instrument in writing signed by the party against whom the enforcement of any such change is sought.

**15.13. Counsel.** Each party has been represented by its own counsel in connection with the negotiation and preparation of this Agreement and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provisions of this Agreement shall be interpreted or construed against the party whose counsel drafted the provision.

**15.14. Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Kansas without regard to the choice of law rules utilized in that jurisdiction.

**15.15. Severability.** If any term of this Agreement is illegal or unenforceable at law or in equity, 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.

**15.16. Waiver of Jury Trial; Attorney's Fees.** If, notwithstanding the provisions of Section 14, any law suit is filed to resolve an issue as to the interpretation or enforcement of this agreement and is not dismissed on the basis of Section 14, each party irrevocably waives trial by jury and the right thereto in any and all litigation in any court with respect to, in connection with, or arising out of this Agreement.

**15.16. Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the

signature on each such counterpart were on the same instrument. Each fully executed set of counterparts shall be deemed to be an original, and all of the signed counterparts together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, and to evidence their assent to the foregoing, Seller and Buyer have executed this Asset Purchase Agreement as of the date first written above.

**SELLER:**

**REUNION BROADCASTING, LLC**

By: \_\_\_\_\_  
D. Stanley Tacker, Manager

**BUYER:**

**SMP COMMUNICATIONS, LLC**

By: \_\_\_\_\_  
Ambrosio Medrano, Sr., Manager

**SCHEDULE 2.1**

FCC LICENSES AND AUTHORIZATIONS

License for Station KAHS, Facility ID 48538, El Dorado, KS

Antenna Registrations:

Day:

Tower 1 1212059

Tower 2 1211982

Night:

Tower 1 1212059

## SCHEDULE 2.2

### Tangible Property

# Asset Inventory KAHS Radio

#### Intangible Assets

-AM broadcast license with upgrade capability

#### Real Property

-7.5 acre (approx) transmitter and tower site

-1900 square foot building, with two studios, 3 offices, kitchen, engineering workroom, two conference areas and two restrooms.

-12 x 12 ft metal outbuilding, used as storage

-10 x 10 ft brick outbuilding, used as storage and housing auxiliary transmitter

#### Equipment

-Nautel ND-1, 1KW AM transmitter

-Nautel NAX-57 power conditioning unit

-Nautel NAX-90 low power attenuator

-RCA BTA-1R, 1KW AM transmitter, with tubes and spares \*

-Gates BC-500 GY AM transmitter, with tubes and spares \*

-Kintronics antenna tuning unit.

--Two 170 foot, uniform cross section, guyed, series excited steel vertical antennas, with 120 radials of 170 ft. long buried copper wire.

-Delta common point current sampling transformer with meter

-Two Delta phase and current transformers

-1 KW Phastek Phasor

-480 feet of ½ inch transmission line

-480 feet of phase stabilized 3/8 inch sample line

-Gorman Redlich CMR-2 digital antenna monitor

-Kintronics antenna tuning unit (retrofitted by Phasetek for tower 2)

-Harris antenna contactor

-100 ft. Heliac 5/8 inch transmission line

-Belar AMM-3 modulation monitor

-Belar RFS1-RF amplifier \*

-Orban 9200 AM Optimod

-Sine Systems RFC-1B dial-up remote control with RP-8 relay panel and lightning protection unit

-Gorman-Redlich EAS encoder/decoder

-2 Davis digital FM receivers

-Crystal controlled VHF receiver (NWS weather) \*

- Complete digital, walk-away automation system, Antex SX 36 sound card, with production and on-air software (Wavestation v. 2.7)
- Gates 10 channel stereo console (Executive series)
- Autogram IC-10 Stereo console \*
- Georoter Motor Generator (dynamotor for radar) \*
- Military surplus radar unit (parts only) \*
- 2 transmitter remote control interface \*
- Gates modulation monitor (not in service) \*
- Marathon 1/3 hp ceiling fan/blower \*
- Frequency deviation monitor (not in service) \*
- 2 Carrier Heating/cooling units
- 2 Otari rack mount reel to reel decks (not in service) \*
- 1 ITC reel to reel deck in roll around cabinet (not in service) \*
- 2 Teac A4010SL reel to reel decks (1 in service)
- Gatesway 80, 8 channel control board \*
- Harris record/play cart machine \*
- PD-II record/play cart machine \*
- UMC Bearcat cart machine \*
- ITC triple-deck playback cart machine \*
- 3 full size equipment racks
- 13 inch color TV
- 1000 carts of various length \*
- Broadcast Electronics 8 channel production console
- SA-10 stereo amplifier
- One Pentium based digital production work-station, with 64 track capability
- 4 office desks with chairs
- 2 four drawer filing cabinets
- Echostar 8 foot satellite dish, with actuator
- 10 foot wire mesh dish with actuator
- 2 production and control room furniture
- 6 foot round table
- Peavey studio microphone
- Electro-Voice studio microphone
- 3 Luxo microphone stands
- bulk erasers
- Shure SM-7studio microphone
- Radio shack cassette recorder
- 2 CD players (one in service)
- 2 dual well cassette decks
- SA 155 Stereo Amplifier
- 2 control room monitor speakers
- Standard Agile/Omni satellite receiver \*
- Wegener satellite mainframe with power supply and various audio cards \*
- SCPC addition to Wegener satellite mainframe \*
- Tracker III satellite positionerm \*
- Videocipher SRD-4000 satellite receiver with power supply

-Various satellite LNA's and LNB's (used) \*

-MicroTrak 4 channel remote mixer for remote broadcasts, with 2 remote mics, stands, and headsets

-2 Beyer dynamic hands-free mics

-2 production room monitor speakers

-Gentner telephone hybrid coupler

-Epson LQ 1050 printer

-Inkjet printer

-numerous telephones, hardwired and wireless

-1 digital telephone answering machine

-1 Brother plain paper laser fax machine

-1 refrigerator

-kitchen cabinets

-water well with pump, pressure tank and pump control

-various tools

-miscellaneous spare parts and wire

\* denotes equipment not used in the day to day operation of the station and being sold "as is".

**SCHEDULE 2.3**

**Real Property Owned and Leased**

**SCHEDULE 2.4**

**Contracts**

**NONE**

## **SCHEDULE 6.12**

### **Insurance**

The property and liability insurance is carried by Continental Western Group, policy number CWP 2506542-22. Workers liability insurance is provided by The Hartford, 38 WEC GI6487.