

## Schedules

Schedule 1.1(a) - FCC Licenses

Schedule 1.1(b) - Tangible Personal Property

Schedule 1.1(c) – WMGY Transmitter Site

Schedule 1.2 – Excluded Assets

Schedule 2.10 – Compliance with Law

### **Schedule 1.1(a) - FCC Licenses**

1. WMGY License (BL-12,257, granted February 14, 1969)
2. WMGY Renewal (BR-20111130BSL, granted March 23, 2012)
3. Order to Show Cause for Nighttime Authority to operate with 143.3 watts (dated June 16, 1986)
4. Post-Sunset Operation (dated December 5, 1984)

(Copies attached)

F.C.C. FORM NO. 352  
October 1968

UNITED STATES OF AMERICA  
FEDERAL COMMUNICATIONS COMMISSION

File No. BL-12,257Call Letters W M G Y

## STANDARD BROADCAST STATION LICENSE

Subject to the provisions of the Communications Act of 1934, subsequent Acts, and Treaties, and Commission Rules made thereunder, and further subject to conditions set forth in this license, the LICENSEE

## RADIO MONTGOMERY, INCORPORATED

is hereby authorized to use and operate the radio transmitting apparatus hereinafter described for the purpose of broadcasting for the term beginning February 14, 1969 and ending April 1, 1970  
(3 a.m. Local Time)

The licensee shall use and operate said apparatus only in accordance with the following terms:

1. On a frequency of 800 kc.
2. With 1 watt power non directional antenna eight times Antenna current, 5.27 amperes  
and 1 kilowatts power non directional antenna daytime Antenna resistance, 36 ohms
3. During the following period or periods of time: Daytime as follows:  
Jan. 6:45am to 5:00pm; Feb. 6:30am to 5:30pm;  
Mar. 6:00am to 6:00pm; Apr. 5:15am to 6:15pm;  
May 4:45am to 6:30pm; June 4:30am to 7:00pm;  
July 4:45am to 7:00pm; Aug. 5:15am to 6:30pm;  
Sep. 5:30am to 6:00pm; Oct. 5:45am to 5:15pm;  
Nov. 6:15am to 4:45pm; Dec. 6:45am to 4:45pm;  
Central Standard Time.

Transmitter may be operated by  
remote control from Capitol  
Parkway Shopping Center, Montgomery,  
Alabama.

4. With the station located at:  
Montgomery, Alabama

5. With the main studio located at:  
Capitol Parkway Shopping Center  
Montgomery, Alabama

The apparatus herein authorized to be used and operated is located at:  
2800 Gainesville Street  
Montgomery, Alabama

North Lat. 32° 24' 48"  
West Long. 86° 17' 25"

and is described as follows: GATES, Type No. BC-1E, Broadcasting Transmitter  
(or other transmitter currently listed in the Commission's "Radio Equipment List, Part B, Aural Broadcast Equipment" for the power herein authorized).

Antenna: 300' (302' overall height) uniform cross-section, guyed, series excited vertical radiator. Ground system consists of 120 equally spaced, buried, copper radials 300' in length plus a 24 by 24' ground screen. Obstruction marking specifications in accordance with paragraphs 1, 3, 12 and 21 of FCC Form 715 attached.

The Commission reserves the right during said license period of terminating this license or making effective any changes or modification of this license which may be necessary to comply with any decision of the Commission rendered as a result of any hearing held under the rules of the Commission prior to the commencement of this license period or any decision rendered as a result of any such hearing which has been designated but not held, prior to the commencement of this license period.

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 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 806 of the Communications Act of 1934.

1 This license consists of this page and pages       .

Dated: February 14, 1969

FEDERAL COMMUNICATIONS COMMISSION.



vsh

F.C.C. - Washington, D. C.

*Rev. F. W. W. W.*  
Secretary

FROM :

FAX NO. :334273898

Nov. 16 2014 03:25PM P5/9

FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D.C. 20554  
June 16, 1986

ORDER TO SHOW CAUSE - REVISED PARAMETERS

Unless you object, the license of station WMGY, MONTGOMERY, AL, will be modified pursuant to Section 316(a) of the Communications Act of 1934, as amended, to specify nighttime operation. This will permit you to operate at night with a nominal power of 143.3 watts. ( Instructions for calculating the actual operating power are enclosed. )

IF YOU AGREE TO THIS MODIFICATION, it will be necessary to send the required notification to the Commission before nighttime operation can begin. The instructions for this are set forth on the enclosed instruction sheet.

OPERATION CANNOT BEGIN UNTIL THE NEW AM AGREEMENT WITH MEXICO IS IMPLEMENTED. That date will be announced later.

IF YOU OBJECT TO THIS MODIFICATION you may, pursuant to SECTION 1.87 of the Commission's Rules, request that a hearing be held on the proposed modification or file a written statement in opposition to the modification proposed in this Order to Show Cause. In such case, the Commission will conclude that Station WMGY does not wish to have nighttime operation, and the station license will not be so modified. Instead, it will retain its current daytime-only authorization.

----- THE DEADLINE FOR FILING SUCH AN OBJECTION IS July 30, 1986. -----

PLEASE NOTE: In the event the Commission receives no written opposition to the proposed modification, the right to a hearing will be considered to have been waived, and the licensee of Station WMGY will be deemed to have consented to the modification. In such case, the station must begin nighttime operation within a year after the Mexican Agreement is implemented and must be conducted in compliance with the rules applicable to such operation.

\*\*\*\*\*

OPERATING PARAMETERS FOR NIGHTTIME OPERATION

CALL SIGN: WMGY CITY: MONTGOMERY STATE: AL CALCULATIONS BASED ON: -----  
FREQUENCY: 800 kHz ANTENNA: DAYTIME LICENSED FACILITIES

NOMINAL POWER WATTS: 143.3 CONVERSION FACTOR: 0.3786

\*\*\*\*\*

THIS LETTER SHOULD BE POSTED AS PART OF THE STATION'S LICENSE

THIS AUTHORIZATION IS SUBJECT TO ANY ACTIONS WHICH MAY BE REQUIRED AS A RESULT OF THE PENDING APPEAL OF THE COMMISSION'S DECISION IN THIS MATTER.

FROM :

FAX NO. :3342738098

Nov. 16 2014 03:28PM P9/9

\*\*\*\*\*  
 On December 10, 1984, Post-Sunset operation as set forth below can begin.  
 These values may not be exceeded, but operation at lower power is permitted.  
 \*\*\*\*\*

CALL: WMGV CITY: MONTGOMERY STATE: AL				CALCULATIONS BASED ON:			
FREQUENCY: 800 KHZ ANTENNA: DAYTIME				LICENSED FACILITIES			
MONTH	TIME PERIOD	POWER WATTS	CONV. FACTOR	MONTH	TIME PERIOD	POWER WATTS	CONV. FACTOR
JAN	5:00- 6:00	193.6	0.4399	JULY	8:00- 9:00	193.6	0.4399
	6:00- 7:00	193.6	0.4399		9:00-10:00	193.6	0.4399
FEB	5:30- 6:30	193.6	0.4399	AUG	7:30- 8:30	193.6	0.4399
	6:30- 7:30	193.6	0.4399		8:30- 9:30	193.6	0.4399
MAR	6:00- 7:00	193.6	0.4399	SEP	7:00- 8:00	193.6	0.4399
	7:00- 8:00	193.6	0.4399		8:00- 9:00	193.6	0.4399
APR (STD.) (TIME)	6:15- 7:15	193.6	0.4399	OCT (ADV.) (TIME)	6:15- 7:15	193.6	0.4399
	7:15- 8:15	193.6	0.4399		7:15- 8:15	193.6	0.4399
APR (ADV.) (TIME)	7:15- 8:15	193.6	0.4399	OCT (STD.) (TIME)	5:15- 6:15	193.6	0.4399
	8:15- 9:15	193.6	0.4399		6:15- 7:15	193.6	0.4399
MAY	7:30- 8:30	193.6	0.4399	NOV	4:45- 5:45	193.6	0.4399
	8:30- 9:30	193.6	0.4399		5:45- 6:45	193.6	0.4399
JUNE	8:00- 9:00	193.6	0.4399	DEC	4:45- 5:45	193.6	0.4399
	9:00-10:00	193.6	0.4399		5:45- 6:45	193.6	0.4399

(All times listed are PM local time)

NOTE: Until further notice NO PSSA OPERATION IS PERMITTED BEYOND 6:00 P.M.

Notice will be given when this restriction can be lifted. Until then the station may operate beyond 6:00 P.M. only during those months in which regular daytime operation is permitted by its license

FEDERAL COMMUNICATIONS COMMISSION  
 WASHINGTON D.C. 20554  
 DECEMBER 5, 1984

LICENSE RENEWAL AUTHORIZATION

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION  
FOR RENEWAL OF LICENSE, BR-20111130BSL, WAS  
GRANTED ON 03/23/2012 FOR A TERM EXPIRING ON  
04/01/2020.

THIS IS YOUR LICENSE RENEWAL AUTHORIZATION  
FOR STATION WMGY.

FACILITY ID: 73260

LOCATION: MONTGOMERY, AL

WMGY RADIO, INC.  
3601 ROSWELL PLACE  
MONTGOMERY, AL 36116

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



## **Schedule 1.1(b) - Tangible Personal Property**

### Studio:

All equipment, furnishings, accessories, supplies and parts now at the WMGY studios which shall be removed by Buyer from such location within ten business days of Closing.

### Transmitter Site:

- 1 Metal building
- 1 300 foot Wincharger guyed uniform cross section angle iron tower
- 1 Broadcast Electronics AM-1A transmitter (Serial No. 106632-001)
- 1 Broadcast Electronics AM output antenna network (Serial No. 106632-002)
- 2 open metal equipment racks
- 1 Orban model 9100BC/U10 audio processor
- 1 Sine System RAK-1 s/n 7490 remote control unit with RP-8 relay panel
- 1 4 drawer metal file cabinet
- 1 Harris SX-1 transmitter Model 994-8581-000 (Serial No. 84-4007-009 (inoperative...parts obsolete)
- 1 chain-link fence surrounding tower and building

## **Schedule 1.1(c) – WMGY Transmitter Site**

{00760368-1 }

WCSR 33659876v2



MT 0406PME 0533

WARRANTY DEED

THE STATE OF ALABAMA  
COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS that in consideration of one hundred dollars (\$100.00) and other valuable considerations to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt whereof, is acknowledged, RADIO MONTGOMERY, INC., Montgomery, Alabama, a corporation (herein referred to as GRANTOR), does hereby GRANT, BARGAIN, SELL AND CONVEY unto W.M.G.Y., INC., a Corporation, (herein referred to as GRANTEE), its successors and assigns, the following described real estate, situated in the County of Montgomery, and State of Alabama, to-wit:

PARCEL NO. 1: All of that real property which is set forth in the Park Plaza Industrial Plat No. 1, as the same is recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 21, Page 199.

Also, the following described property located on Parcel No. 1, to-wit:

- (1) A three hundred (300) foot Wincharger type tower.  
ONE METAL BUILDING
- (2) ~~ONE METAL BUILDING~~

TO HAVE AND TO HOLD, the aforegranted premises to the said GRANTEE, its successors and assigns FOREVER.

And GRANTOR does covenant with the said GRANTEE its successors and assigns that it is lawfully seized in fee simple of the aforementioned premises; that it is free from all encumbrances, except as set forth above; that it has a good right to sell and convey the same to the said GRANTEE its successors and assigns, and that GRANTOR will WARRANT AND DEFEND the premises to the said GRANTEE, its successors and assigns forever, against the lawful claims and demands of all persons.

REF 0406 PAGE 0534

IN WITNESS WHEREOF, RADIO MONTGOMERY, INC., a corporation, has caused its corporate name to be hereunto subscribed by C. A. MCCLURE, as its President, and its corporate seal to be hereunto affixed, attested by F. KEITH BROWN as its Secretary, all on this, the 1st day of June 1978.

RADIO MONTGOMERY, INC.

BY: C. A. McClure  
President

ATTEST: F. Keith Brown  
Secretary

(CORPORATE SEAL)

STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, June N. Phelps, a Notary Public in and for said County in said State, hereby certify that C. A. MCCLURE whose name as President of RADIO MONTGOMERY, INC., a corporation, is signed to the foregoing Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand, this 1st day of June, 1978.

June N. Phelps  
NOTARY PUBLIC in and for the State of Alabama  
My Commission expires:

100  
25  
300  
50  
47

STATE OF ALA.  
MONTGOMERY, CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON

SEP 8 9 31 AM 1978

JUDGE OF PROBATE

661.00 : -A  
660.25 : -A  
663.00 : -A  
660.50 : -A  
660.75 : -A  
555519 N-8

DEED OF CORRECTION

THE STATE OF GEORGIA,  
COUNTY OF MUSCOGEE.

KNOW ALL MEN BY THESE PRESENTS that in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt whereof, is acknowledged, RADIO MONTGOMERY, INC., of Montgomery, Alabama, a corporation (herein referred to as GRANTOR), does hereby GRANT, BARGAIN, SELL AND CONVEY unto GEORGE H. BUCK, JR., of Decatur, Georgia, (herein referred to as GRANTEE), his heirs and assigns, the following described real estate, situated in the County of Montgomery and State of Alabama, to-wit:

PARCEL NO. 1: All of that real property which is set forth in the Park Plaza Industrial Plat No. 1, as the same is recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 21, Page 199.

Also, the following described property located on Parcel No. 1, to-wit:

- (1) A three hundred (300) foot Wincharger type tower.
- (2) One metal building.

TO HAVE AND TO HOLD, the aforegranted premises to the said GRANTEE, his heirs and assigns FOREVER.

And GRANTOR does covenant with the said GRANTEE, his heirs and assigns that it is lawfully seized in fee simple of the aforementioned premises; that it is free from all encumbrances, except as set forth above; that it has a good right to sell and convey the same to the said GRANTEE, his heirs and assigns, and that GRANTOR will WARRANT AND DEFEND the premises to the said GRANTEE, his heirs and assigns forever, against the lawful claims and demands of all persons.

This Deed of Correction is given for the purpose of correcting the name of the GRANTEE in that certain Warranty Deed given by GRANTEE herein to W.M.G.Y., INC. under date of June 1,

1978 because of the fact that the corporation named therein as GRANTEE was never formed and that the consideration for the purchase of said property was paid to GRANTOR by the said GEORGE H. BUCK, JR., the GRANTEE herein, and record title to said property should be in the said GEORGE H. BUCK, JR.

The warranties contained herein are limited to matters appearing of record as of June 1, 1978, the date of the original conveyance of the property herein described by the GRANTOR.

IN WITNESS WHEREOF, RADIO MONTGOMERY, INC., a corporation, has caused its corporate name to be hereunto subscribed by C. A. MCCLURE, as its President, and its corporate seal to be hereunto affixed, attested by F. KEITH BROWN as its Secretary, all on this, the 8 day of December, 1981.

RADIO MONTGOMERY, INC.

BY: Chitt. Cl.  
President

ATTEST: F. Keith Brown  
Secretary

(Corporate Seal)

"GRANTOR"

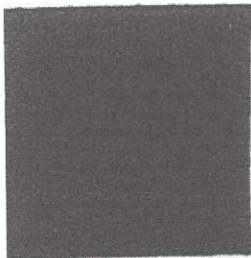
STATE OF GEORGIA,  
COUNTY OF MUSCOGEE.

I, Patricia C. Fields, a Notary Public in and for said County in said State, hereby certify that C. A. MCCLURE whose name as President of RADIO MONTGOMERY, INC., a corporation, is signed to the foregoing Deed of Direction, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand, this 8 day of December, 1981.

Patricia C. Fields  
NOTARY PUBLIC in and for the State  
of Georgia, County of Muscogee  
My commission expires June 6, 1984

This instrument was prepared by  
Charles T. Staples, Attorney at Law,  
P.O. Box 2707, Columbus, GA 31993.



DEC 20 1981  
J. Keith Brown  
NOTARY PUBLIC

555273 279

001.00  
003.00  
004.00



Montgomery COUNTY.

Tim and No/100 DOLLARS

PARAGRAPH 1: All of that real property which is set forth in the Park Place Industrial Plat No. 1, as the same is recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 21, at Page 199.

01	YAFY	1.00
02	RFC FE	1.00
03	RFC FF	1.00
04	FTN TX	0.50

4.2.2

01-10-99 340917

George Duck ..... his ..... love and assigns FOREVER.

IN WITNESS WHEREOF, "N. G. V. INC.  
this instrument to be executed by, *Henry Paul Smith* its duly authorized officer,  
and its corporate seal of said corporation to be hereunto affixed and attested by  
its authorized officers and attested by me, day of *July*, 19*61*  
ATTEST:  
N. G. V. INC.

[illegible]

THIS INSTRUMENT PREPARED BY:  
G. S. SAMPSON  
SAMPSON, CRUM & ANDERSON, P.  
P.O. Box 2109  
Montgomery, Alabama 36102

FOR RECORRING ONLY  
STATE OF M.A.  
FURNITURE CO.  
STATION 115 INSTANTLY  
RECORDED

1982 JAN 16 PM 4: 49

Wm. C. Lutz  
JUDGE OF PROBATE

STATE OF ALABAMA  
MONTGOMERY COUNTY

RESTRICTIVE COVENANT, EASEMENT, AND RELEASE  
TO RUN WITH THE LAND

WHEREAS, George Brock, hereinafter "Grantor" holds legal title in fee simple to real property located at 9 Gainesville St. hereinafter referred to as the "Property" and which is more particularly described as:

All of that real property which is set forth in the Park Plaza Industrial Plot No. 1, as the same is recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plot Book 21, at Page 199.

As recorded in the Montgomery County Judge of Probate Office at RLPV Book 1214, Page 374.

WHEREAS, the Grantor uses the Property in the operation of the transmitting facilities (including but not limited to the tower and ground system) of broadcast station WMGY (AM), Federal Communications Commission Facility Id No. 73260) and may in the future locate additional broadcast and non-broadcast radio stations on the Property;

WHEREAS, the Grantor is aware that the soil and/or groundwater beneath the Property is now or may in the future be included in what is generally known as the "Cottonwood Boulevard Plume" ("CBP"), an area in the City of Montgomery that is contaminated by trichloroethylene ("TCE") and/or other known or unknown chemical compounds that may have originated on lands owned by the Alabama Department of Transportation, an agency of the State of Alabama (hereinafter "Grantee");

WHEREAS, the Grantor knows and understands that he does not own the groundwater beneath the Property, but has the right to a reasonable use thereof;

WHEREAS, that for and in consideration of the sum of Two Thousand Eight Hundred Five Dollars and No Cents (\$2,805.00) in cash paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged, and in further consideration of the mutual benefits accruing to the Grantor and the Grantee by the investigation and remediation of the CBP, the Grantor does grant, bargain and convey unto the Grantee, and/or its successor agency, the following:

1. **Restrictive Covenant with a Deed Restriction** whereby the use of, access of, interference with, and/or consumption of the groundwater beneath the Property is hereby forever in perpetuity prohibited without the prior written consent from the Grantee. Written approval and/or direction from the Grantee or its successor agency must be sought, regardless of distance to the water table, for any and all drilling of wells or installation of underground swimming pools. Written approval and/or direction from Grantee or its successor agency must be sought for any use of the groundwater. Any approval requested hereunder may not be unreasonably denied.

2. **An Easement**, in gross, whereby the Grantee or its successor agency or agents shall have access to and right-of-way over, on, upon, through and across all areas of the Property except improved apartment structures thereon for purposes of investigation and/or remediation of the CBP ("Activities"). Prior to entry, the Grantee and/or its agent(s) will notify Grantor of the nature of the planned Activities and determine a mutually convenient time for the Activities. Grantee shall repair any substantive damage done to either the improved or unimproved portions of the Property incident to the Activities by the Grantee or its agent(s), and return the damaged portion of the Property as reasonably as practicable to the condition that existed prior to the Activities; and

3. **A Release** of and from any and all claims, demands, causes of action, suits at law or in equity, losses, damages, and any other claims of any nature except for claims of personal injury, which are specifically excluded from this Release, which the Grantor may have now or in the future or which any successor in interest or bona fide purchaser for value of the Property may have in the future against Grantee, the State of Alabama, the Alabama Department of Transportation, and/or its Director, officials, and employees, both in their official and individual capacities and their agents, representatives, assigns or successors in interest arising from or related to, either directly or indirectly, the presence of TCE and related compounds in the soil or groundwater beneath the Property.

To Have and to Hold the same unto the said Grantee, the State of Alabama, the Alabama Department of Transportation, an agency of the State of Alabama, its Director, employees, successors and assigns, for the uses and purposes of the said restrictive covenant, deed restriction, and easement for which said Property and for which said Release is granted, now and forever more, unless and until expressly waived and released by Grantee, and it is expressly understood and intended that the said restrictive covenant, deed restriction, easement, and release is intended to be and shall run with the Property and shall be perpetual and binding on any successive owner, lessee, invitee or licensee of the Property.

In Witness Whereof, the said Grantor, George H. Buck has signed and sealed these presents on this 22nd day of August, 2007.

GRANTOR

George H. Buck  
George H. Buck

I, Nancy H. Walker, a Notary Public, in and for Montgomery County in the State of Alabama, hereby certify that George H. Buck, Grantor, whose name is signed to the foregoing conveyance as holder of fee simple title to the Property, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand to his the 22nd day of August, 2007.

Nancy H. Walker  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 17, 2009  
BORING TERRY NOTARY PUBLIC DORCHESTER

My Commission expires

SEAL

GRANTEE

The Alabama Department of Transportation

By: Dom Jones  
In: \_\_\_\_\_

This Document was prepared by:  
Floyd R. Gilliland, Jr.  
Nix Holmford Gilliland Higgins & Hinton, P.C.  
P.O. Box 4128  
Montgomery, Alabama 36103



I, Leslie A. Burns, a Notary Public, in and for Montgomery County in the State of Alabama, hereby certify that D. J. McInnes, is the Director of Cruise, the Alabama Department of Transportation, an agency of the state of Alabama, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 10<sup>th</sup> day of October, 2007.

My Commission expires 6/18/11

Leslie A. Burns  
NOTARY PUBLIC

SEAL



STATE OF ALA.  
MONTGOMERY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON  
RLFY 03649 PG 0000-0052 2007 Oct 23  
08:24AM  
REESE MCINNEY JR.  
JUDGE OF PROBATE

INDEX		\$7.00
REC FEE	35	\$7.50
CERT		\$1.00
CHARGE OTHER		\$16.50
TOTAL		
62010		

Clerk: NANCY 09:38AM

STATE OF ALABAMA )  
COUNTY OF MONTGOMERY )

**DECLARATION OF RESPONSIBILITY FOR COSTS OF RESPONSE,  
MANAGEMENT AND REMEDIATION OF THE COLISEUM BOULEVARD PLUME**

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, groundwater beneath certain state, municipal, and private real property in the City of Montgomery, Alabama commonly referred to as the Coliseum Boulevard Plume ("CBP") contains concentrations of trichloroethylene (hereinafter "TCE"), its breakdown components and carbon tetrachloride that may have originated on lands owned by the Alabama Department of Transportation, an agency of the State of Alabama (hereinafter the "ALDOT"); and

WHEREAS, that certain parcel of real property (hereinafter "Property") located at 0 Gainesville St. and which is presently owned in fee simple by George Buck, and which is more particularly described as:

All of that real property which is set forth in the Park Plaza Industrial Plat No. 1, as the same is recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 21, at Page 199.

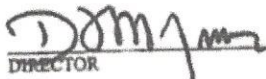
in the land records of the Montgomery County Judge of Probate Office at RLPV Book 1214, Page 374; and WHEREAS, the Property lies within the CBP or is believed to lie within an area that may become a part of the CBP as the CBP expands in the future; and

WHEREAS, the ALDOT, pursuant to agreement with the Alabama Department of Environmental Management ("ADEM"), has consented to be responsible for costs of investigation, management and remediation and other response actions that may be determined to be appropriate and required by the ADEM and/or the United States Environmental Protection Agency ("EPA");

THEREFORE, premises considered, neither the owner of fee simple title nor any successor owner or successor in interest nor any other holder of any interest in said Property is responsible for any costs of investigation, management and/or remediation of the CBP.

DONE, this 5<sup>th</sup> day of October, 2007.

THE ALABAMA DEPARTMENT OF TRANSPORTATION

  
DIRECTOR


I, Leslie A. Bunn, a Notary Public, in and for Montgomery County in the State of Alabama, hereby certify that D. J. McInnes, is the Director of the Alabama Department of Transportation, an agency of the state of Alabama, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 15<sup>th</sup> day of October, 2007.

  
NOTARY PUBLIC

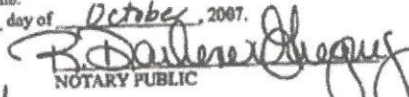
My Commission expires 6/18/11

SEAL

  
GOVERNOR

I, Bob Riley, Governor, is the designated representative of the Alabama Department of Transportation, an agency of the state of Alabama, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 5<sup>th</sup> day of October, 2007.

  
NOTARY PUBLIC

My Commission expires 7-12-11

SEAL

This Document was prepared by:  
Floyd R. Ouland, Jr.  
Via Holmsted Ouland Higgins & Hinson, P.C.  
P.O. Box 4128  
Montgomery, Alabama 36103



STATE OF ALA.  
MONTGOMERY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON  
RLPY 03649 PG 0986-0988 2007 Oct 23  
09:58 AM  
REESE MCKINNEY JR.  
JUDGE OF PROBATE

INDEX	\$5.00
REC FEE	\$5.00
CERT	35 \$1.00
CHARGE-OTHER	\$11.00
TOTAL	Clerk: SHAUNTE 10:57 AM
62632	

## **Schedule 1.2 – Excluded Assets**

Seller's furniture and office equipment (other than broadcast equipment). The excluded office equipment includes, but is not limited to, all printers, adding machines, fax machines, postage machines, computers not specifically used in the on-air operation of the Station, file cabinets and shelving (other than equipment racks).

Note: Certain equipment located at the Station's studio site (including a computer that may be used in the operation of the Station) is owned by Donald "Dane" Harris, an employee of Seller, and thus is not included in the Tangible Personal Assets. Mr. Harris' equipment will be clearly labeled within ten days after the Effective Date and will be removed from the Station's studio site prior to Closing.