

## ASSET PURCHASE AGREEMENT

This Agreement is entered into this 27<sup>th</sup> day of October, 2004, by and between KNZA, Inc., a Kansas corporation ("Seller"); Mark V Media Group, Inc., a Kansas corporation ("Buyer"); and Mark A. Oppold and Katherine M. Oppold.

### RECITALS

WHEREAS, Seller is the licensee, owner and operator of the following radio stations: KAIR<sub>AM</sub> 1470, in Atchison, Kansas, and KAIR<sub>FM</sub> 93.7, in Horton, Kansas (the "Stations"), and Seller holds valid authorizations for the operation of said radio stations from the Federal Communications Commission (the "FCC").

WHEREAS, Seller desires to transfer to Buyer the Stations and all of its properties and assets related to such Stations, and Buyer desires to acquire such Stations, properties and assets, all upon the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties agree as follows:

### ARTICLE I

#### PURCHASE OF STATIONS AND ASSETS

1.1 Assets. Subject to the terms and conditions of this agreement, and in reliance upon the representations and warranties made herein, on the Closing Date, as hereinafter defined, Seller will validly sell, assign, transfer, grant, bargain, deliver and convey to Buyer the entire right, title and interest in and to the following assets (collectively referred to hereafter as the "Assets"):

(A) All of Seller's right, title and interest to the FCC licenses for the operation of the Stations together with any renewals, extensions or modifications thereof.

(B) The following described real estate upon which is located the building housing the studios and offices for the Stations, and the KAIR<sub>AM</sub> 1470 transmitter site:

See attached Exhibit 1.1(B).

(C) All of Seller's right, title and interest in and to the tangible personal property owned by Seller and devoted to the operation of the Stations, including transmitting equipment, studio equipment, office equipment, music library, furniture and fixtures of the

Stations, as set forth in Exhibit 1.1(C) attached hereto and incorporated herein by reference.

(D) All of Seller's rights, duties and obligations pursuant to those certain contracts of the Stations which are attached hereto as Exhibit 1.1(D). It is agreed that Buyer shall assume the liabilities and obligations of Seller under the Contracts listed in Exhibit 1.1(D) attached hereto.

(E) All of Seller's goodwill in the Stations and all of Seller's right, title and interest in and to the call letters KAIRAM and KAIRFM.

(F) Any and all logs pertaining to the Stations' operations, the "public file" required by 47 C.F.R. §73.3526 to be maintained for the Stations, and other records relating to the Station and its operations maintained by the Seller, with the exception of corporate and financial records pertaining to the Seller.

1.2 Debt. Buyer does not assume any liabilities or obligations of the Seller except those related to the Contracts listed on Exhibit 1.1(D) attached hereto. Such liabilities and obligations shall remain the full responsibility of Seller.

1.3 Excluded Assets. Seller's Assets being sold and transferred hereunder shall not include the property listed on Exhibit 1.3 attached hereto, which list shall include among other items, the accounts receivable, cash, bank accounts, cash equivalents, securities and other investments of Seller.

1.4 Assets Free From Encumbrances. Seller shall transfer to Buyer, at the time of Closing, all Assets described herein and in the attached Exhibit 1.1(C), free and clear of all obligations, liabilities, security interests, liens, encumbrances, or claims of any kind.

## ARTICLE II

### PURCHASE PRICE

2.1 Purchase Price. The total purchase price for the Seller's Assets and the Stations shall be \$1,550,000 payable by Buyer to Seller at Closing in the following manner:

(A) Upon the execution hereof, Buyer shall pay to Seller in cash or by certified check \$25,000 to be held in escrow by Business Brokers Associates, LLC, 6694 S.E. Patton, Weatherby, Missouri 66497, escrow agent, as earnest money and said sum shall be applied to the purchase price at Closing.

(B) The sum of \$480,500 shall be paid by Buyer to Seller in cash or by certified

check at Closing; and

(C) The sum of \$750,000 shall be paid by a promissory note from Buyer to Seller (the "First Note") for said amount, which First Note shall be secured by a real estate mortgage and security agreement in the Assets being sold hereunder. The First Note and corresponding real estate mortgage and security agreement are attached hereto and incorporated herein by reference. The First Note shall provide for interest at an annual rate which is 1% below the Prime Rate, as reported in the *Wall Street Journal*. The interest rate shall be adjusted annually beginning December 31, 2005, based on the Prime Rate. The initial interest rate shall be 3.75% until adjusted. In no event shall the interest rate under the First Note increase or decrease more than 1% at the time of annual adjustment. Interest shall accrue as of the Closing Date. The principal shall be amortized over 15 years and payable in monthly installments of principal and interest beginning January 17, 2005, with a balloon payment of the remaining balance of all principal and interest on December 17, 2014. There shall be no penalty for prepayment, and in such event Buyer shall pay accrued interest to the date of such prepayment; and

(D) The balance of the purchase price in the amount of \$294,500 shall be paid by a second promissory note from Buyer to Seller (the "Second Note"), which Second Note shall be secured by a real estate mortgage and a security agreement in the Assets being sold hereunder. The Second Note and corresponding real estate mortgage and security agreement are attached hereto and incorporated herein by reference. Said Second Note shall provide for interest at a rate of 1.556% per annum. All accrued interest and principal shall be paid in one (1) lump sum payment in the amount of \$344,500 on December 17, 2014. There shall be no penalty for prepayment, and in such event Buyer shall pay accrued interest to the date of such prepayment.

2.2 Allocation of Purchase Price. Buyer and Seller have agreed that, after examining all relevant factors, a proper allocation of the purchase price hereunder shall be as follows:

(A) Real Estate:	\$ 50,000
(B) Buildings:	\$ 350,000
(C) Equipment:	\$ 525,000
(D) Furniture, fixtures, supplies:	\$ 100,000
(E) Goodwill, sale of name and other intangibles:	\$ 525,000

### ARTICLE III

#### CLOSING

The date and time of closing of this transaction ("Closing") shall be withing ten (10) days after initial FCC approval under paragraph 10.1 below, provided that the FCC receives no objections during its first objection period for the sale and transfer of the Stations and Assets hereunder. In the event any objections are made during such first objection period, the closing hereunder shall be within five (5) days after FCC approval has become final as provided in paragraph 10.1 below. For purposes of this agreement, final approval by the FCC shall be achieved when the grant by the FCC is no longer subject to administrative or judicial appeal, reconsideration or review. The Closing shall be held at Union State Bank, 301 East 15<sup>th</sup> St., Horton, Kansas 66439. The time and day designated for consummating and closing the purchase and sale (as extended from time to time) is referred to in this agreement as either the "Closing" or the "Closing Date."

### ARTICLE IV

#### TAXES; FCC REGULATORY FEES

4.1 Taxes. All taxes against or in respect of the Assets or the Stations for the taxable period which includes the Closing Date, shall be prorated between Buyer and Seller as of the Closing Date. In the event the amount of such taxes or assessments cannot be ascertained as of the Closing Date, proration shall be conclusively determined on the basis of the preceding year's obligations.

4.2 FCC Regulatory Fees. The FCC regulatory fees for the Stations sold hereunder shall not be prorated. The payment of such FCC regulatory fees shall be the sole responsibility of the party owning the Stations on the last day on which such fees are due to be timely paid to the FCC.

### ARTICLE V

#### SELLER'S OBLIGATIONS

5.1 Compliance With Agreement. Seller shall perform and comply with all of its obligations under this Agreement which are to be performed or complied with by it prior to or on the Closing Date.

5.2 Corporate Documents and Resolutions. Seller shall deliver or cause to be delivered

to Buyer a resolution of Seller's stockholders approving the sale of the Assets and the Stations contemplated hereby, and resolutions of the Seller's Board of Directors authorizing the execution, delivery and performance of this Agreement and any documents related hereto, and authorizing the acts of its officers and employees in carrying out the terms and provisions hereof.

5.3 Assignments. Seller shall execute and deliver to Buyer the assignments of the contracts referred to in Exhibit 1.1(D) hereof.

5.4 Instruments of Transfer. Seller shall deliver or cause to be delivered to Buyer such deeds, bill of sale and such other assignments and other instruments of transfer and conveyance as Buyer shall deem to be necessary or desirable to vest in Buyer all right, title and interest in and to the Assets and the Stations.

5.5 Proceedings and Instruments Satisfactory. All proceedings, corporate or otherwise, to be taken in connection with the transactions contemplated by this Agreement and all appropriate documents incident thereto shall be satisfactory in form and substance to Buyer's counsel; and Seller shall have made available to Buyer for examination the originals or true and correct copies of all records and documents which Buyer may reasonably request in connection with the transactions contemplated hereby.

5.6 Conduct of Business. Between the date of this agreement and the date of Closing, the Seller shall conduct the business of the Stations in the ordinary course and in the same manner in which it has heretofore been conducted.

5.7 Employees. Between the date of this agreement and the date of Closing, the Seller shall not increase the compensation payable to any employee of the Stations or any employee benefits for the same.

5.8 Consulting Obligation. Following Closing, Seller agrees to serve in the capacity as a consultant to Buyer in the operation of the Stations as follows:

(A) For a period of 12 months following the Closing Date, Seller agrees to be available to consult with Buyer on administrative matters for a maximum of eight (8) hours per week.

(B) For a period of 12 months following the Closing Date, Seller agrees to be available to consult with Buyer on sales and marketing matters for a maximum of eight (8) hours per week.

(C) For the period from 13 months to 24 months after the Closing Date, Seller agrees to be available to consult with Buyer on administrative matters for a maximum of one (1) hour per week.

(D) For the period from 13 months to 24 months after the Closing Date, Seller agrees to be available to consult with Buyer on sales and marketing matters for a maximum of one (1) hour per week.

## ARTICLE VI

### SELLER'S REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties True. The representations and warranties made by the Seller in this Agreement shall be true and correct 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.

6.2 Assets Owned by Seller, Free of Debt. Seller represents and warrants that it has good and marketable title to all the property conveyed pursuant to this agreement, free and clear of all agreements, obligations, liabilities, security interests, pledges, restrictions, mortgages, liens, claims or encumbrances of any kind or any conditional sale agreement or other title retention agreement except as stated herein. Seller shall transfer to Buyer good and marketable title to all the property to be conveyed under this agreement free and clear of all agreements, obligations, liabilities, security interests, pledges, restrictions, mortgages, liens, claims or encumbrances of any kind or nature whatsoever.

6.3 No Actions or Claims. Seller represents and warrants that there are no actions, suits, claims, investigations or other proceedings pending or threatened against the Seller that could affect the ability to convey or the value of the Assets conveyed pursuant to this agreement.

6.4 No Breach or Default. Seller represents and warrants that it is not in default under any commitment, contract, agreement, lease or other document to which it is a party, and no event has occurred which, with the giving of notice or lapse of time, or both, would constitute a default thereunder.

6.5 Taxes Paid. Seller represents and warrants that it has filed and paid all required federal, state, county, and local income, excise, property, unemployment, and all other taxes and returns before the date hereof, and shall pay all taxes through the date of closing. Seller further warrants and represents that Seller is not currently undergoing a tax audit.

6.6 Employment Contracts. Seller represents and warrants that there are no written or oral agreements of employment with any employee which is not terminable at will and without penalty.

6.7 Pension and Retirement Plans. The parties understand and agree that Buyer, by this

agreement, does not assume participation in or management and control over any pension or retirement plan that may exist as of the date of closing and does not agree to continue any such plan. Seller shall remain responsible for the management and control over the plan until the plan is properly terminated, and Seller shall comply with all federal and state laws regarding the management, control and termination of the plan. Seller represents that all payments required by any such plan have been made, all notice and filing requirements have been met, and the Seller shall defend and indemnify Buyer for any claim, loss or damage suffered arising from the plan.

6.8 Organization and Standing. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Kansas, is duly qualified to do business in the State of Kansas, and has fully power and authority to carry on its current business, and to own, use, and sell its Assets and property.

## ARTICLE VII

### INDEMNIFICATION

7.1 Indemnification of Buyer. Seller agrees to indemnify and hold Buyer harmless from, against and in respect of:

(A) Any and all losses, damages or deficiencies resulting from any and all breaches of any warranty, covenant, provision or term by Seller made or contained in this Agreement;

(B) The assertion against Buyer of any claim by any creditor or claimant of Seller relating to any obligation or liability of Seller or to the operation, ownership, use or maintenance prior to Closing of the Assets or the Stations; and

(C) The reasonable costs and expenses, including attorney's fees, incident to any and all actions, suits, proceedings, claims, demands, assessments or judgments in respect of any matter for which Buyer is indemnified under 7.1(A) or (B) above.

7.2 Indemnification of Seller. Buyer agrees to indemnify and hold harmless Seller from, against and in respect of:

(A) Any and all losses, damages or deficiencies resulting from any and all breaches of any warranty, covenant, provision or term by Buyer made or contained in this Agreement;

(B) The assertion against Seller of any claim by any creditor or claimant of Buyer relating to any assumed obligations under this agreement, the operation of the Stations, and

the operation, ownership, use or maintenance after Closing of the Assets and the Stations; and

(C) The reasonable costs and expenses, including attorney's fees, incident to any and all actions, suits, proceedings, claims, demands, assessments or judgments in respect of any matter for which Seller is indemnified under 7.2(A) or (B) above.

## ARTICLE VIII

### BUYER'S OBLIGATIONS

8.1 Compliance with Agreement. Buyer shall perform and comply with all of its obligations under this Agreement which are to be performed or complied with by it prior to or on the Closing Date.

8.2 Corporate Documents and Resolutions. Buyer shall deliver or cause to be delivered to Seller a resolution of Buyer's stockholders approving the purchase of Assets and the Stations contemplated hereby and resolutions of the Buyer's Board of Directors authorizing the execution, delivery and performance of this Agreement and authorizing the acts of its officers and employees in carrying out the terms and provisions hereof.

8.3 Instruments of Transfer. Buyer shall deliver or cause to be delivered to Seller any and all such documents and instruments as Seller shall deem necessary or desirable to complete the sale of the Assets and the Stations hereunder including, without limitation, personal guarantees, real estate mortgages, security agreements and financing statements to carry out and secure the obligations of Buyer hereunder.

8.4 Proceedings and Instruments Satisfactory. All proceedings, corporate or otherwise, to be taken in connection with the transactions contemplated by this Agreement and all appropriate documents incident thereto shall be satisfactory in form and substance to Seller's counsel.

8.5 Collection of Receivables. As indicated herein, all accounts receivable of the Stations and notes receivable in favor of Seller in existence as of the Closing Date shall be the property of the Seller. Buyer shall cooperate with Seller with respect to all accounts and notes receivable to be collected by Seller after the Closing Date. Before instituting any suit or similar proceeding against the account debtor, Seller shall notify Buyer and give it a reasonable opportunity (not exceeding 30 days), if it so requests, to assist with the collection. Buyer may at all times acquire any receivable from Seller at the face amount.

8.6 Documentation at Closing. At Closing, Buyer shall execute and deliver to Seller the payment provided for herein, including the notes; appropriate real estate mortgages securing the notes; appropriate security agreements and financing statements covering the Assets and the



Stations conveyed hereunder; and all such notes, mortgages, security agreements, and guarantees in the forms thereof attached hereto.

## ARTICLE IX

### **COVENANTS, REPRESENTATIONS AND WARRANTIES OF BUYER**

9.1 Representations and Warranties True. The representations and warranties made by the Buyer in this Agreement shall be true and correct 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.

9.2 Buyer covenants and agrees that between the date of this agreement and the Closing, without the prior written consent of Seller, Buyer shall not take any action that would cause the conditions to the obligations of the parties under this contract not to be fulfilled; including, without limitation, taking or causing to be taken any action that would cause the representations and warranties made by Buyer herein not to be true, correct and accurate, in all material respects, as of the Closing.

9.3 Confidence. Buyer shall keep in the strictest of confidence and shall not without Seller's prior consent divulge to any party (other than Buyer's institutional lender in connection with Buyer's application for a loan to fund their purchase of the Assets) any financial or other data or information which Seller provides to Buyer regarding this agreement and the Business.

9.4 No Violation. Consummation of the transactions contemplated by this Agreement will not result in a breach by Buyer of any term or provision of any lease, mortgage, agreement, instrument or restrictions of any kind or character, or any order, judgment or decree binding on Buyer.

9.5 Organization and Standing. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Kansas, and has full power and authority to execute and deliver this contract and to consummate the transactions contemplated hereby. The execution and delivery of this contract and the consummation of the various transactions contemplated herein have been duly and validly authorized by Buyer. This contract has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding agreement of Buyer, and is enforceable against Buyer in accordance with its terms.

9.6 Full Disclosure. No statement contained in the contract or any exhibit attached hereto, and no statement contained in any certificate or other instrument or document furnished by or on behalf of Buyer pursuant to this contract, contains or will contain any untrue statement or a material fact or omits or will omit to state any material fact that is necessary to make the

statements contained herein or therein not misleading.

9.7. FCC Qualifications. Buyer has the requisite qualifications to hold an FCC license as contemplated under paragraph 10.1 below and this agreement.

9.8 Financial Representation. Buyer hereby represents and warrants that it has sufficient assets, net worth, credit and financial ability to consummate the transaction contemplated herein.

## ARTICLE X

### CONTINGENCIES

This agreement is subject to the following contingencies:

10.1 FCC Contingency. This agreement is specifically conditioned on and subject to the final approval of this sale prior to Closing by the FCC. The parties understand and agree that such approval by the FCC is a condition precedent to the duties and obligations of all parties to this contract. In the event such approval is not obtained, this agreement shall be null and void and of no further force and effect. The parties agree to file the appropriate application with the FCC to obtain the approval of this sale. Such application shall be filed within 10 calendar days of the date hereof. The Buyer and Seller shall each pay one-half of the applicable filing fee to accompany the FCC application approving the sale of the Stations hereunder. Both parties agree and pledge to each other total mutual cooperation to achieve approval by the FCC of the sale hereunder including, but not limited to, prosecuting the application in good faith and in due diligence so as to achieve the grant and finality thereof as expeditiously as practicable, and to take no action to delay or defeat consent and approval by the FCC.

In the event the FCC designates the application hereunder for an evidentiary hearing, indicating a serious issue with the approval of the transaction, any party who is not then in default at such time may cancel this agreement by providing the other party with 10 days written notice thereof. In addition, in the event the FCC has not given its approval of this sale within 9 months after filing of the appropriate application with the FCC, any party who is not then in default may cancel this contract by providing the other party 10 days written notice thereof. In the event of such cancellation, and if at such time Buyer is not in material breach hereunder, the earnest money down payment shall be returned to the Buyer, any documents deposited with the escrow agent shall be returned to such depositing party and each party shall be released from further obligation hereunder.

10.2 Financing Contingency. This agreement shall be contingent upon Buyer's ability to obtain financing at the prevailing rate of interest for \$660,500 to satisfy the purchase price

payment at Closing under 2.1(A) above and the Buyer's share of the broker's commission. The parties understand and agree that approval of such financing is a condition precedent to the duties and obligations of all parties to this contract. Seller agrees to execute any subordination agreement required by the Buyer's lender for said \$660,500 loan subordinating the rights of the Seller in the Assets and Stations sold hereunder to Buyer's lender for purposes of financing this sale.

Buyer shall have 30 days after the execution of this agreement to obtain a binding written commitment for the financing hereunder. In the event Buyer cannot obtain said commitment within said time, Buyer may give Seller written notice that it waives the financing contingency hereunder. In the event such contingency is not satisfied or waived within 30 days after the execution of this agreement, this agreement shall terminate and the escrow agent shall return the earnest money down payment to Buyer less Seller's attorneys fees in preparing this agreement and related documents hereunder. Said attorney's fees shall not exceed \$5,000, and such attorney's fee amount shall be paid to Seller. Thereupon, each party shall be released from further obligation hereunder.

## ARTICLE XI

### REAL ESTATE

Seller shall convey good and marketable title at the Closing to the real estate described in 1.1(B) above.

11.1 Title; Failure of Title. Seller shall provide Buyer, at least 10 days prior to Closing, with a commitment for an owner's policy of title insurance on said real estate. Buyer shall have a period of seven (7) days thereafter to examine the commitment and any exceptions and make known to Seller any defects of title. Seller shall have a reasonable opportunity to correct any defect which may appear in the marketability of the title to the real estate. This shall include the institution and prosecution of a quiet title proceeding, if such a proceeding appears necessary to render the title marketable. Should the examination of title by Buyer reveal a defect in the title sufficient to render the title unmarketable as defined within the law of the State of Kansas, and should Seller be unable to timely remedy that defect, then and in that event, this contract may, at the option of Buyer, be declared null and void and of no further force and effect and the parties shall have no further obligation to each other from this transaction. In the event of a dispute whether a defect renders title unmarketable, the Kansas Marketable Record Title Act and Kansas Bar Association Title Standards shall control.

11.2 Real Property Taxes. Seller agrees to pay any and all general taxes and special assessments for 2003 and prior years on the aforesaid real property. Further, the general taxes and special assessments for 2004 shall be pro-rated between the parties as of the date of Closing. In the event the 2004 determination of the general taxes and special assessments will not have been

made as of the Closing Date, the 2003 general taxes and special assessments shall be used as the basis for computing the pro-rated obligations of the parties hereunder.

11.3 Deed. Seller shall convey title by a general corporation warranty deed, such deed shall be in proper form for recording in accordance with applicable laws subject to the provisions of this agreement.

11.4 Expenses for Sale of Real Estate. The Seller shall pay one-half of any escrow fee, and one-half of the cost of the title insurance policy for the real estate. The Purchaser shall pay one-half of the escrow fee, one-half of the cost of the title insurance policy, the cost of recording the deed hereto and any loan and mortgage fees or expenses including the recording fees for the mortgages securing the First Note and Second Note.

11.5 Environmental. Seller warrants and represents and Seller has not used the aforesaid real property as a landfill, dump site, or a site for storage of hazardous or toxic substances or waste, or for manufacturing or industrial use. Seller has received no notice from governmental authorities of, and knows of no facts which constitute any violations of any federal, state or local environmental laws, health or safety law, codes or ordinances and any rules or regulations promulgated thereunder with respect to Seller's use of the real property.

## ARTICLE XII

### DEFAULT AND RISK OF LOSS

12.1. Default. If Buyer breaches this agreement by failing to pay the balance of the purchase price and deliver the promissory notes and related documents on the Closing Date as required herein, or in any other manner breaches this agreement, Seller may retain the \$25,000 earnest money paid by Buyer as liquidated damages for breach of this agreement; and Buyer shall have no claim against Seller for the return of the earnest money, or for any other claim hereunder. Such damages shall be the sole remedy for such breach, since the parties agree that at the time of execution of this agreement would be impractical and extremely difficult to fix actual damages that would flow from Buyers breach and refusal to consummate the purchase hereunder. If Seller breaches this agreement in any manner, Buyer shall be entitled to pursue any and all remedies available in equity or at law, including the remedy of specific performance. A default as to this agreement, the promissory notes, mortgages, security agreements and guarantees related hereto shall constitute a default as to all of said agreements as all of the agreements are interrelated and fully incorporated into the other.

12.2 Risk of Loss. Seller shall assume the risk of loss or damage to the Assets and the Stations to be conveyed hereunder by fire, theft, breakage, or otherwise from the date of this agreement until the date of closing. If such loss occurs, Seller shall repair the damage, if any, or

otherwise make good the loss to Buyer by appropriate reduction from the selling price.

## ARTICLE XIII

### OTHER CONDITIONS

13.1 Guarantee. Mark A. Oppold and Katherine M. Oppold are executing this agreement in their individual capacities and as the authorized representatives of Buyer. Mark A. Oppold and Katherine M. Oppold are not directly acquiring title to the Assets and Stations being purchased hereunder. Mark A. Oppold and Katherine M. Oppold have been made a party to this agreement to guarantee the representations, warranties and obligations of Buyer hereunder, and agree to execute the guarantees attached hereto and made a part hereof.

13.2 Broker Fees. It is expressly agreed and understood that both parties have engaged brokers to facilitate this sale. Said brokers are:

(A) Business Brokers Associates, LLC, 6694 S.E. Patton, Weatherby, Missouri 66497 ("BBA"); and

(B) Business Investment Brokers, LC, Lee's Summit, Missouri ("BIB").

Seller shall be responsible for the payment of commissions, due to BBA and BIB for 5% of the gross sales price of the Stations and Assets less the \$2,000 initial retainer that Seller paid to BIB and BBA, which results in a commission payment obligation to Seller in the amount of \$75,500. Buyer shall be responsible for the payment of commissions, due to BBA and BIB in the amount of 10% of the gross sales price of the Stations and Assets, which results in an obligation of Buyer in the amount of \$155,000. The parties agree that two (2) checks will be issued at Closing, one (1) to Business Broker Associates, LLC in the amount of \$115,250, and one (1) to Business Investment Brokers, LC, in the amount of \$115,250.

13.3 Escrow Agent. Business Brokers Associates, LLC, 6694 S.E. Patton, Weatherby, Missouri 66497, shall act as escrow agent for purposes of this transaction. Said escrow agent shall receive the earnest money down payment, original copy of this agreement, documents of transfer, title insurance policy commitment and other contract documents at the time of the execution of this agreement, or as soon thereafter as the parties can tender the same to said escrow agent. At closing, said escrow agent shall collect the remainder of the purchase price, promissory notes, security agreement, financing statements, guarantees and any additional amounts or documents required from Purchaser, shall pay the expenses of Seller out of the escrow funds and remit the balance thereof to Seller, and thereupon deliver the documents of transfer to Buyer.

13.4 Waiver of Breach. The waiver by either party of a breach of any provision of this

agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

13.5 Notices. Any notice, payment, demand or communication required or permitted to be given by the provisions of this agreement shall be deemed to have been effectively given and received on the date personally delivered to the respective party to whom it is directed, or three (3) days after the date when deposited by registered or certified mail, with postage and charges prepaid, and addressed as follows:

**To Buyer:**

Mark V Media Group, Inc.  
12605 W. 130<sup>th</sup> St.  
Overland Park, Kansas 66213

**To Seller:**

Greg Buser/Robert Hilton  
KNZA, Inc.  
P.O. Box 104  
Hiawatha, Kansas 66434

13.6 Severability. If any term or provision of this agreement is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity or enforceability of the remainder of this agreement.

13.7 Governing Law. This agreement shall be governed by and construed and interpreted in accordance with the law of the State of Kansas.

13.8 Amendments and Modification. This agreement may not be modified except in writing and signed by all parties.

13.9 Attorney's Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all other costs and expenses of litigation from the other party, which amounts may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which amounts shall be in addition to any other relief which may be awarded.

13.10 Entire Agreement. This instrument embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein and supersedes any and all prior agreements and negotiations between the parties, whether written or oral. There have been and

are no agreements, representations or warranties between the parties other than those set forth or provided herein.

13.11 Successors and Counterparts. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and to their respective successors and assigns and may be executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

13.12 Negotiated Transaction. The provisions of this Agreement were negotiated by the parties hereto and said Agreement shall be deemed to have been drafted by all the parties hereto.

13.13 Headings. Headings used in this agreement are for convenience only and shall not be used to interpret or construe its provisions.

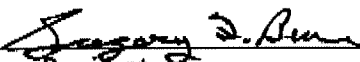
13.14 Authority. The undersigned parties represent that they are officers of the entities named, and are duly authorized to execute this agreement.

13.15. Assignment. Except as otherwise may be expressly provided herein, neither party may assign any right, obligation, or liability arising hereunder without the other party's prior written consent. Any such assignment or attempted assignment shall be null and void. In the event that Seller does consent to the assignment of this agreement and any obligations hereunder to a third party, Buyer shall not be relieved of its liabilities and obligations hereunder.

13.16. Third Party Beneficiaries. Except for their proper heirs, successors and assigns, the parties intend that no third party shall have any rights or claims by reason of this contract.

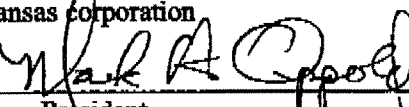
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

KNZA, INC.  
a Kansas corporation

By:   
President

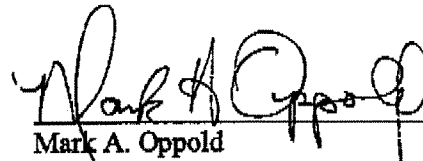
**SELLER**

MARK V MEDIA GROUP, INC.  
a Kansas corporation

By:   
President

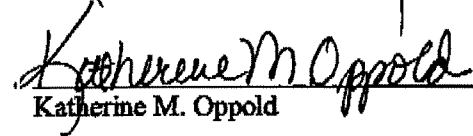
**BUYER**

ARTHUR GREEN...  
ATTORNEYS AT LAW  
161 FORTY AVENUE  
MANHATTAN, KANSAS  
66202-8964  
785-537-1545  
FAX 785-537-7874



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Mark A. Oppold



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Katherine M. Oppold

ARTHUR GREENFELD  
ATTORNEYS AT LAW  
881 POINTE AVENUE  
MANHATTAN, KANSAS  
66202-6954  
785-527-1345  
FAX 785-527-7874



## EXHIBIT 1.1 (B)

KAIR AM transmitter and antenna site located in Buchanan County MO.  
Owned by KNZA Inc.

DESCRIPTION OF TRACT OF LAND FOR KAIR AM TRANSMITTER  
AND ANTENNA SITE.

A tract of land located in the SW 1/4 of Section 31, Township 56 North, Range 36 West; the SE 1/4 of Section 36, Township 56 North, Range 37 West; the NW 1/4 of Section 3, Township 55 North, Range 36 West; and the NE 1/4 of Section 1, Township 55 North, Range 37 West, all in Buchanan County, Missouri described as follows: From the Northeast corner of a tract of land described as follows: Beginning at the Southwest corner of Section numbered Thirty one (31) in Township numbered fifty six (56) of Range numbered thirty six (36), thence east forty two and one half (42-1/2) rods, (701.25 ft.), thence north to the railroad right of way, thence Southwest along said right of way to the West line of said Section, thence South eighty five (85) rods (1402.5 ft.) to the place of beginning. Said point being 701.25 ft. East and 1889.0 ft. North of the Southwest corner of Section 31, Township 56, Range 36, South parallel to the West line of said Section 31, 1435.0 ft. to the point of beginning; thence N 89°-10' W 62.0 ft.; thence N 59°-10' W 418.6 ft.; thence N 84°-0' W 756.1 ft.; thence S 6°-53' W 281.0 ft.; thence S 60°-40' E 482.9 ft.; thence S 26°-50' W 556.9 ft.; thence S 86°-03' W 53.4 ft.; thence S 5°-02' E 73.3 ft.; thence N 86°-51' E 88.8 ft.; thence N 15°-11' E 195.9 ft.; thence N 27°-0' E 409.0 ft.; thence S 84°-29' E 564.4 ft.; thence S 89°-29' E 200.4 ft.; thence N 288.0 ft. to the point of beginning, Said tract containing 11.7 acres more or less.

EXHIBIT 1.1 (B)  
PAGE 2

KAIR AM / FM STUDIO LOCATION PROPERTY DESCRIPTION  
LOCATED IN THE CITY AND COUNTY OF ATCHISON, KANSAS.

ADDRESS 200 N. 5<sup>TH</sup> STREET.

The South 53 feet of Lot Eight (8) and the South 53 feet of the West 1 foot of Lot Nine (9), Block Seven (7), in that part of the City of Atchison usually known and designated as Old Atchison, together with the following rights and easements, namely:

a) All of grantor's right in a certain easement granted by Friendship Lodge No. Five, Independent Order of Odd Fellows of Atchison, Kansas, its officers and trustees, dated August 31, 1948, and recorded in Book 278, Page 371, in the Office of the Register of Deeds of Atchison County, Kansas;

b) All of grantor's right in a certain easement granted by the Board of Directors of Atchison Library dated April 10, 1963, and recorded in Book 331, Page 209, in the Office of the Register of Deeds of Atchison County, Kansas; and

c) All of grantor's right in a certain easement granted by The Board of Directors of Atchison Library dated November 10, 1971, and recorded in Book 351, Page 389, in the Office of the Register of Deeds of Atchison County, Kansas;

EXHIBIT 1.1 C

DATE: OCTOBER 27, 2004

SUBJECT: UPDATED INVENTORY FOR KAIR AM / FM

FROM: ROBERT HILTON

THIS INVENTORY WAS TAKEN IN JUNE OF 2003.

EXCLUDED ITEMS PER THE CONTRACT HAVE BEEN LINED OUT.

NEW ITEMS HAVE BEEN ADDED.

NOTES ABOUT CONDITION AND STATUS OF SOME ITEMS HAVE BEEN ADDED.

ONE ITEM NOT INCLUDED ON THE BUILDING INVENTORY THAT IS TO BE INCLUDED IN THE TRANSFER IS A:

FORD AEROSTAR VAN WITH COMPANY LOGO'S

INVENTORY FOR KAIR AM / FM KAIR STUDIO

BUSINESS OFFICE

- 1 COMPUTER AND CD READER
- 2.HP DESK JET PRINTER 820C
- 3.ADC SPECTRUM 5 MONITOR
4. SMALL DESK FOR COMPUTER
- 5 RCA CABLE MODEM INTERFACE
- 6 UNIFILE FILE CABINET
7. SMALL 13 INCH TV
8. XEROX 535 FAX MACHINE
9. BROTHER 775 FAX, PLAIN PAPER, BACK UP
- 10 OFFICE CHAIR ROLL AROUND
11. STANDARD DESK CHAIR
- 12 MISC. OFFICE EQUIPMENT- HOLE PUNCH, WASTEBASKET, FLOOR MAT, TRAYS

STUDIO A

- 1.REVOX REEL TO REEL TAPE MACHINE
2. DCS MONITOR SCREEN, KEYBOARD, TRACK BALL FOR PRODUCTION ROOM
3. TECHNICS XP PRO CASSETTE DECK TWO TAPE WELLS
- 4 SONY CDP XE 500 MINI DISK PLAYER
5. SONY MDS JB520 MINI DISK RECORDER
- 6 TASCAM CONTROL BOARD 16 POT BOARD
- 7 TWO SMALL OPTIMUS SPEAKERS
- 8 BULK TAPE ERASER
- 9 "MATCHBOX "AMPLIFIER AND THAT-2 PHONE INTERFACE UNIT
- 10 CD HOLDER DESK TOP
- 11 45 DISK SET OF MUSIC LIBRARY AND SOUND EFFECTS (DIGITAL DIRECTOR)
- 12 BOOM BOX RADIO
- 13 STANDARD CHAIR (ORANGE)
- 14 WHEELED CHAIR (GREEN)
- 15 WALL CLOCK
- 16 AIR MONITOR SPEAKER
- 17 DISTRIBUTION AMP
- 18 COPY HOLDER (BOOM STYLE)
- 19 LOGITEK PRE INPUT SELECTOR 6 INPUTS
- 20 FLOOR MAT, WASTEBASKET, POWER STRIP
- 21 OPTIMUS STEREO AMPLIFIER

NEWS ROOM

- 1 DESK
- 2 FOUR CASSETTE RECORDERS PORTABLE
- 3 STACKING TRAYS AND MISC OFFICE EQUIPMENT, CLIP BOARDS, WASTEBASKET

- 4 COMPUTER SET FOR AP WIRE MACHINE
- 5 UNIDEN BEARCAT SCANNER VC855 50 CHANNEL SCANNER
- 6 COMPUTER PRINTER
- 7 AP WIRE CONTROL UNIT BOXES
- 8 FOUR DRAWER FILE CABINET
- 9 WALL CABINET, BULLITEN BOARD
- 10 TWO STANDARD CHAIRS (1 ORANGE 1 YELLOW)
- 11 DESK CHAIR WITH WHEELS

Addition to inventory list on 10/20/04 A computer was added in the summer of 2004 to get ready for an up grade to the Wire Ready Program. A HP laser jet printer was also purchased and is still in the box in the front office.

#### MASTER CONTROL ROOM

- 1 TWO GATES EQUIPMENT RACKS
- 2 TWO DCS MAIN PROCESSING UNITS (1 CONTROL ROOM, 1 PRODUCTION ROOM)
- 3 COMPUTER CONCEPTS SWITCHER 4 X 4
- 4 JONES NETWORK RECEIVER
- 5 INOVONICS FM MODULATOR RECEIVER ANALYZER
- 6 QUAD DISTRIBUTION AMPLIFIER
- 7 SAGE EAS UNIT
- 8 SINES TIME AND TEMP ANNOUNCER
- 9 DYNAMAX RECEIVER
- 10 AMPLIFIER
- 11 SCANNER FOR EAS WX RECEIVER
- 12 DCS FILE SERVER COMPUTER WITH KEYBOARD
- 14 FOUR PATCH BAYS
- 15 BELAR SENTRY ALARM
- 16 OPTIMUS AMPLIFIER FOR OUTSIDE SPEAKER
- 17 COMPUTER HUB
- 18 AUTOMAX CBS LAB LEVEL CONTROL
- 19 MARTI CR 10 RPU RECEIVER
- 20 TWO MARTI STL TRANSMITTERS WITH CABLE AND ANTENNA ON ROOF
- 21 SYMETRICS 425 AUDIO PROCESSOR
- 22 DCS COMPUTER HUB
- 23 BEST ME SERIS UPS BATTERY BACKUP UNIT
- 24 CASSETTE DECK FOR AIR MONITORING
- 25 ON AIR LIGHT
- 26 STANDARD CHAIR (RED)
- 27 FLOOR MIC STAND WITH ELECTRO VOICE RE10 MIC AND ONE HEADSET
- 28 MIC BOOM WITH RE20 MIC
- 29 FIRE EXTINGUISHER
- 30 TWO DESK CHAIRS ON ROLLERS
- 31 TWO WALL RACKS WITH MUSIC LIBRARY OVER 300 DISKS)

- 32 TEAC CASSETTE DECK 600 R
- 33 SONY MINI DISC PLAY MDS JE510
- 34 SONY CD PLAYER JDP XE400
- 35 GEMINI CD PLAYER CDX601
- 36 MIC BOOM AND EV RE20 MIC BOOM
- 37 DYNAMAX MX SERIES 10 POT BOARD
- 38 DCS MONITOR AND KEYBOARD TRACK BALL, MONITOR ON DESK BOOM
- 39 DAVIS WEATHER MONITOR II SYSTEM (ON ROOF AND EAST OF BUILDING)
- 40 PHONE ALERT LIGHT
- 41 THAT-2 JK AUDIO PHONE INTERFACE UNIT
- 42 3 SET OF HEAD PHONES
- 43 1 SMALL WORK TABLE

#### PRODUCTION ROOM

- 1 DCS MONITOR ON BOOM DESK HOLDER AND KEYBOARD
- 2 TWO OPTIMUS SPEAKER SMALL
- 3 RCA CASSETTE DECK
- 4 JVC MINI DISC PLAY XM 448
- 5 SONY CD PLAYER CDP 397
- 6 DYNAMAX MX A
- 7 TWO MIC BOOMS WITH SHURE MICS
- 8 THAT-2 JK PHONE INTERFACE
- 9 COMPUTER SET NOBLUS INTELL CDR AND CD BURNER, MONITOR AND KEYBOARD
- 10 GENTNER SPH5 PHONE HYBRID
- 11 ANSWER MACHINE- DURAPHONE
- 12 MISC OFFICE EQUIPMENT TRAYS, CLOCK, FLOORMAT WASTEBASKET
- 13 DESK CHAIR ON WHEELS, STANDARD CHAIR, PORTABLE ELECTRIC HEATER
- 14 BUSH CORNER TABLE AND BUSH 3 FOOT TABLE

#### ENGINEERING OFFICE

- 1 COMPUTER CONCEPTS SWITCHER FOR DCS
- 2 MCMARTIN FM RECEIVER FMR 5
- 3 WALL EQUIPMENT SHELVES
- 4 FOUR DRAWER METAL FILING CABINET
- 5 LARGE DRAFTING TABLE
- 6 TWO STANDARD CHAIR, ONE TALL WORK BENCH STOOL
- 7 BOOM LIGHT AND BULLETIN BOARD

#### NEWS WRITING OFFICE

- 1 TWO METAL DESKS ONE WITH SIDE EXTENTION
- 2 ONE COMPUTER SET FOR NEWS WRITING
- 3 TRAFFIC COMPUTER SET WITH PRINTER
- 4 FIRE PROOF SAFE

- 5 TWO STANDARD CHAIRS ONE YELLOW AND ONE RED
- 6 DESK CHAIR WITH WHEELS AND FLOOR MAT, WASTEBASKET
- 7 UNIDEN SCANNER HAND HELD
- 8 ELECTRIC PENCIL SHARPENER

#### KITCHEN AREA

- 1 MICROWAVE OVEN
- 2 OFFICE FRIDGE
- 3 COFFEE MAKER, TV TRAY
- 4 ORECK VACUUM SWEEPER
- 5 FIRE EXTINGUISHER
- 6 WASTEBASKET

#### BRIAN'S OFFICE

- 1 XEROX 5314 COPIER
- 2 IBM TYPEWRITER
- 3 STANDARD CHAIR ORANGE
- 4 FIREPROOF FILE CABINET 2 DRAWER
- 5 TWO KAIR LOGO BANNERS LARGE
- 6 BOX FAN

#### REMOTE EQUIPMENT MOBILE EQUIPMENT

- 1 POWER CABLE 100 FEET
- 2 KAIR WHEEL OF FORTUNE
- 3 MIC FLOOR STAND
- 4 MARTI RPU 30 REMOTE BROADCAST UNIT WITH CABLES AND ANTENNA
- 5 CELLJACK FOR USE WITH CELL PHONE
- 6 ONE CELL PHONE FOR REMOTE AND BALL GAMES
- 7 ONE 12 VOLT POWER SUPPLY FOR CELL PHONE
- 8 SHURE AUDIO MIXER
- 9 POWER STRIP
- 10 TWO MIC CABLES (1- 25 FOOT 1- 6 FOOT)
- 11 EQUIPMENT BAG
- 12 RADIO SHACK 100 WATT PA AMP WITH TWO SPEAKERS
- 13 LARGE BOOM BOX RADIO
- 14 THREE HEAD SET MICROPHONES FOR BALL GAMES
- 15 GENTNER MICROTTEL MIXER
- 16 CELL PHONE POWER SUPPLY
- 17 CELL PHONE ANTENNA ON MIC STAND
- 18 SHURE MIXER
- 19 SMALL LOGO BANNER

JIMS OFFICE

- 1 TWO CHAIRS WITH ARMS
- 2 ONE EXECUTIVE STYLE CHAIR WITH FLOOR MAT
- 3 OFFICE DESK
- 4 BOOK SHELVES
- 5 WASTEBASKET
- 6 ADDING MACHINE

PROGRAM DIRECTORS OFFICE

- 1 TWO CHAIRS WITH ARMS
- 2 EXECUTIVE CHAIR
- 3 DESK
- 4 BOOM BOX RADIO WITH CD
- 5 SIDE TABLE
- 6 SHELVES
- 7 PORTABLE CASSETTE DECK
- 8 CELL PHONE
- 9 SMALL ELECTRIC FAN

SALES OFFICE

- 1 TWO STANDARD DESK CHAIR
- 2 ROLLING DESK CHAIR
- 3 TWO METAL DESKS
- 4 COMPUTER SET WITH PRINTER
- 5 TWO FLOOR MATS, TWO WASTEBASKETS
- 6 END TABLE
- 7 TWO FOUR DRAWER FILE CABINETS- METAL
- 8 TWO KAIR 93.7 MAGNETIC LOGO SIGNS, ONE PLAIN KAIR SIGN SMALL

BASEMENT

- 1 IBX 128 PHONE SYSTEM WITH 20 PHONES IN BUILDING WITH UPS APC 500
- ~~2 MISC. PARTS FOR KNZA FM TRANSMITTER RETIFIER STACK, 2 BLOWERS, PLATE~~
- ~~-BLOCKER, 3 INCH LINE CONNECTORS, CIRCUIT BREAKER, HIGH VOLTAGE CAPS~~
- ~~3 TWO 20 FOOT SECTIONS OF RIDGE HARD LINE 3-1/8~~
- ~~4 EXCITERS FROM KNZA 3000 WATT TRANSMITTER COLLINS~~
- ~~5 HARRIS 6550 SATILLITE RECIEVER~~
- ~~6 PORTABLE PA AMP AND SPEAKERS~~
- ~~7 WHEEL OF FORTUNE SIGNS~~
- ~~8 COLLINS ROCKWELL 6 POT CONTROL BOARD RETIRE FROM KLZA STUDIO~~
- 9 TWO SUMP PUMP
- 10 FIRE EXTINGUISHERS
- 11 12 FOOT STEP LADDER WOOD



- 12 SIX FOOT STEP LADDER METAL
- 13 POP UP TENT

#### UPSTAIRS

- 1 TWO RADIO FOR EAS RECEPTION
- 2 TWENTY FOOT EXTENTION LADDER TO GET ON TO ROOF
- 3 SATELLITE RECEIVER DISH FOR PROGRAMMING
- 4 AP SATELLITE DISH
- 5 MARTI OMNI DIRECTIONAL RECEIVE ANTENNA, SCANNER ANTENNAS & CABLES

#### KAIR AM TRANSMITTER SITE

- 1 TRANSMITTER BUILDING
- 2 BA 1K MCMARTIN AM TRANSMITTER 1000 WATTS
- 3 EQUIPMENT RACK
- 4 AIR MONITOR
- 5 MODULATION MONITOR
- 6 REMOTE CONTROL COMMON POINT METERING
- 7 POTOMIC PHASE MONITOR
- 8 CRL MONITORS COMPRESSOR PEAK CONTROL SEC 400 BMC 400A
- 9 PATCH PANEL
- 10 PEAK SP581A
- 11 CBS LABS VOLUMAX PEAK CONTROLLER
- 12 SINES SYSTEMS REMOTE CONTROL UNIT AND INTERFACE
- 13 BACK UP TRANSMITTER
- 14 INCOMING VOLTAGE LINE PROTECTION AND SURGE PROTECTION
- 15 METAL EQUIPMENT STORAGE CABINET
- 16 AIR CONDITIONER UNIT
- 17 EQUIPMENT RACK EMPTY

#### KAIR FM TRANSMITTER SITE

- 1 BE 10B 10,000 WATT TRANSMITTER
- 2 MODEL ME 40 FM EXCITER (BACK UP)
- 3 BE FX50 FM EXCITER (REPAIRED AND WAITING TO BE REINSTALLED)
- 4 1 HALF HEIGHT EQUIPMENT RACK
- 5 TWO MARTI STL R-10 RECEIVERS
- 6 BE VMC-16 REMOTE CONTROLL UNIT
- 7 BE VMC-16 REMOTE INTERFACE UNIT
- 8 APC 200 UPS UNIT
- 9 INCOMING ELECTRIC LINE SUREGE PROTECTOR INOVONICS MODEL HP 1S
- 10 1 NITROGEN TANK AND REGULATOR
- 11 328 FOOT ERI TOWER WITH 6 BAY ERI ANTENNA AND 300 FEET OF COAX
- 12 ICE BRIDGE
- 13 PLASTIC STORAGE SHELVES, TOOL BOX AND HAND TOOLS
- 14 SPARE MAIN TRANSMITTER TUBE

15 TWR TOWER LIGHT CONTROLLER FOR SIDE LIGHTS AND BEACON  
16 USED PLATE BLOCKER  
17 TRANSMITTER BUILDING - 12 BY 12 WITH PITCHED ROOF

EXHIBIT 1.1 (D)

CONTRACTS TO BE ASSUMED

1. AP newswire and audio service
2. Wire Ready
3. Jones Radio Network "Classic County" format contract
4. FM transmitter site lease
5. City of Atchison STL relay site on water tower lease
6. Scott Studios DCS tech support agreement
7. Wicks / Datacount traffic system agreement
8. Access Broadcasting – Web page agreement
9. Telephone system lease / purchase agreement
10. ASCAP, BMI & SESAC music licenses agreement.
11. Cell One cell phone agreement
12. Utilities
13. Insurance policy

### EXHIBIT 1.3

#### LIST OF EXCLUDED ASSETS:

Accounts receivable, cash, bank accounts, cash equivalents, securities and the following list of specific items.

1. All equipment and accessories that make up the "Nieta System".
2. Various replacement parts and equipment for KNZA Inc.'s other stations that are stored in KAJR buildings.
3. Any personally owned items of staff members.

## PROMISSORY NOTE

Date of Note: \_\_\_\_\_, 2005  
Maturity Date: December 17, 2014  
Principal Amount: \$750,000  
Initial Rate of Interest: 3.75% per annum

For value received, the undersigned Debtor promises to pay to the order of KNZA, Inc., a Kansas corporation, its successors or assigns (hereinafter referred to as "Lender") the sum of \$750,000 plus interest accruing at an annual rate which is one percent below the Prime Rate, as reported in the *Wall Street Journal* (the "Prime Rate") until all principal and interest are paid in full. The interest rate shall be adjusted annually beginning December 31, 2005, based on the Prime Rate. The initial interest rate shall be 3.75% until adjusted. In no event shall the interest rate increase or decrease more than one percent at the time of annual adjustment. Interest hereon shall accrue as of \_\_\_\_\_, 2005. Payments of principal and interest shall be amortized over 15 years and payable in monthly installments of principal and interest beginning January 17, 2005, with a balloon payment of the remaining balance of all principal and interest on December 17, 2014. The Debtor may at its option make prepayments on this note without penalty. All payments shall be applied first to interest accrued and unpaid then to principal.

Any amount not paid when due shall bear interest thereafter at a rate which is 2% greater than the per annum interest rate then in effect when the payment is due. It is expressly agreed that this is a delinquency charge established to offset the additional costs incurred by the Lender, and is not a penalty.

This Note and all of Debtor's other obligations to the Lender, and all renewals and extensions thereof, whether or not related to, or of the same class as, this Note, and whether a prior obligation or a future advance, are secured by a security agreement dated \_\_\_\_\_, 2005 between Debtor and Lender, and a real estate mortgage dated \_\_\_\_\_, 2005, made by Mark V Media Group, Inc., as mortgagors, in favor of Lender, as mortgagee, and the holder hereof is entitled to the benefit of said security agreement and mortgage described herein.

At the option of the Lender, the unpaid balance of this Note, and all of Debtor's other obligations to the Lender, whether direct or indirect, absolute or contingent, now existing or hereafter arising, shall become immediately due and payable without notice or demand if any payment required by this or any of Debtor's other notes or obligations to the Lender or to others is not made when due, or upon the occurrence of existence of any of the events of default listed below.

Each endorser, guarantor or surety hereof agrees that the Debtor, with the approval of the Lender and without notice to any endorser, guarantor or surety, may from time to time renew this Note or consent to one or more extensions or deferrals of the Maturity Date hereof for any term or terms, and

all sureties, endorsers and guarantors shall be liable in the same manner as on the original note. All Debtors, sureties, endorsers and guarantors hereby waive presentment, notice of dishonor and protest, any right to a jury trial, and consent to partial payments, substitutions or release of collateral and the addition or release of any Debtor, endorser, guarantor or surety.

No waiver of any payment or other right under this Note or any related agreement shall operate as a waiver of any other payment or right. Debtor agrees to pay Lender's reasonable costs of collection of the indebtedness under this Note, including, without limitation, court costs and attorney fees or collection agency fees.

Debtor acknowledges that this loan is for a business purpose.

### **EVENTS OF DEFAULT**

Debtor shall be in default under this agreement upon the happening of any of the following events or conditions:

1. Any default occurs in the performance of any covenant, obligation, warranty, or provision contained in any loan agreement or in any instrument or document securing or relating to this or any of Debtor's other notes or obligations to the Lender or to others, and such default continues uncured for a period of 10 days after written notice to Debtor from Lender;
2. Any warranty, representation, financial information, or statement made or furnished to the Lender by Debtor or in Debtor's behalf proves to have been false in any material respect when made or furnished;
3. Upon the dissolution, termination of existence, insolvency, business failure, the filing of a petition for the appointment of a receiver, or the appointment of a receiver for all or any part of the property of Debtor, or any endorsers or guarantors hereof, or an assignment for the benefit of creditors by the Debtor or any endorsers or guarantors hereof, or commencement of any proceedings under any bankruptcy or insolvency laws by or against the Debtor or any endorsers or guarantors hereof;
4. Any event which results in the acceleration of the maturity of Debtor's indebtedness to others under any indenture, agreement, or undertaking;
5. Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the collateral securing this note or the making of any levy, seizure, or attachment to such collateral; or

6. If, in the sole opinion of the holder of this Note, which opinion is held in good faith, the prospect of repayment under this Note is substantially impaired

## **REMEDIES**

In the event of default, and at any time after that, the Lender may, at its option, exercise any and all rights and remedies of the Lender hereafter existing at law or in equity or by statute, including but not limited to:

1. Declare all of Debtor's obligations under the Note and above referenced security agreement and mortgage immediately due and payable; and
2. Proceed to enforce payment of all Debtor's obligations;

## **GENERAL PROVISIONS**

1. **ASSIGNMENTS.** The terms of this agreement shall be binding upon the successors and assigns of Debtor.
2. **SURETIES.** Any guarantor, surety, co-Debtor, or accommodation party to the indebtedness secured by this agreement shall be bound by its terms.
3. **SEVERABILITY.** If any provision of this agreement shall, for any reason, be held to be invalid or unenforceable, that event shall not affect any other provision of this agreement, but this agreement shall be construed as if the invalid or unenforceable provision had never been contained in this agreement.
4. **MULTIPLE PARTIES.** The term Debtor as used in this agreement shall include all signers of the Note and the owners of all or any part of collateral securing this note, whether they are, or are not, the same person, firm or corporation; and if they are not the same, each shall be bound by all provisions of this agreement and shall be jointly and severally liable for its performance and for the breach or default of the other, except as may be noted in conjunction with their signature.
5. **WAIVER.** Failure of the holder of this Note to require strict performance in accordance with its terms on any one occasion shall not serve as a waiver of such failure on any other occasion nor prohibit demand by the holder for strict performance thereafter.
6. **TIME.** Time is of the essence in performance of the obligations herein.

7. **GOVERNING LAW.** The validity, construction, and enforcement of this agreement shall be governed by the law of Kansas.

Debtor hereby agrees to the terms of this Promissory Note as herein written, agrees to be bound by the same, and affirms that no unwritten oral agreements exist between the Lender and Debtor.

MARK V MEDIA GROUP, INC.

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

**DEBTOR**

Attest:

\_\_\_\_\_  
Secretary



## PROMISSORY NOTE

Date of Note: \_\_\_\_\_, 2005  
Maturity Date: December 17, 2014  
Principal Amount: \$294,500  
Fixed Rate of Interest: 1.556% per annum

For value received, the undersigned Debtor promises to pay to the order of KNZA, Inc., a Kansas corporation, its successors or assigns (hereinafter referred to as "Lender") the sum of \$294,500 plus interest accruing at a rate of 1.556% per annum, as of \_\_\_\_\_, 2005, until all principal and interest are paid in full. All accrued interest and the principal shall be paid in one (1) lump sum on December 17, 2014. The Debtor may at its option make pre-payments on this note without penalty. All payments shall be applied first to interest accrued and unpaid, then to principal.

Any amount not paid when due shall bear interest thereafter at a rate which is 2% greater than the per annum interest rate then in effect when the payment is due. It is expressly agreed that this is a delinquency charge established to offset the additional costs incurred by the Lender, and is not a penalty.

This Note and all of Debtor's other obligations to the Lender, and all renewals and extensions thereof, whether or not related to, or of the same class as, this Note, and whether a prior obligation or a future advance, are secured by a security agreement dated \_\_\_\_\_, 2005 between Debtor and Lender, and a real estate mortgage dated \_\_\_\_\_, 2005, made by Mark V Media Group, Inc., as mortgagors, in favor of Lender, as mortgagee, and the holder hereof is entitled to the benefit of said security agreement and mortgage described herein.

At the option of the Lender, the unpaid balance of this Note, and all of Debtor's other obligations to the Lender, whether direct or indirect, absolute or contingent, now existing or hereafter arising, shall become immediately due and payable without notice or demand if any payment required by this or any of Debtor's other notes or obligations to the Lender or to others is not made when due, or upon the occurrence of existence of any of the events of default listed below.

Each endorser, guarantor or surety hereof agrees that the Debtor, with the approval of the Lender and without notice to any endorser, guarantor or surety, may from time to time renew this Note or consent to one or more extensions or deferrals of the Maturity Date hereof for any term or terms, and all sureties, endorsers and guarantors shall be liable in the same manner as on the original note. All Debtors, sureties, endorsers and guarantors hereby waive presentment, notice of dishonor and protest, any right to a jury trial, and consent to partial payments, substitutions or release of collateral and the addition or release of any Debtor, endorser, guarantor or surety.

No waiver of any payment or other right under this Note or any related agreement shall operate as a waiver of any other payment or right. Debtor agrees to pay Lender's reasonable costs of collection of the indebtedness under this Note, including, without limitation, court costs and attorney fees or collection agency fees.

Debtor acknowledges that this loan is for a business purpose.

### **EVENTS OF DEFAULT**

Debtor shall be in default under this agreement upon the happening of any of the following events or conditions:

1. Any default occurs in the performance of any covenant, obligation, warranty, or provision contained in any loan agreement or in any instrument or document securing or relating to this or any of Debtor's other notes or obligations to the Lender or to others, and such default continues uncured for a period of 10 days after written notice to Debtor from Lender;
2. Any warranty, representation, financial information, or statement made or furnished to the Lender by Debtor or in Debtor's behalf proves to have been false in any material respect when made or furnished;
3. Upon the dissolution, termination of existence, insolvency, business failure, the filing of a petition for the appointment of a receiver, or the appointment of a receiver for all or any part of the property of Debtor, or any endorsers or guarantors hereof, or an assignment for the benefit of creditors by the Debtor or any endorsers or guarantors hereof, or commencement of any proceedings under any bankruptcy or insolvency laws by or against the Debtor or any endorsers or guarantors hereof;
4. Any event which results in the acceleration of the maturity of Debtor's indebtedness to others under any indenture, agreement, or undertaking;
5. Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the collateral securing this note or the making of any levy, seizure, or attachment to such collateral; or
6. If, in the sole opinion of the holder of this Note, which opinion is held in good faith, the prospect of repayment under this Note is substantially impaired

## **REMEDIES**

In the event of default, and at any time after that, the Lender may, at its option, exercise any and all rights and remedies of the Lender hereafter existing at law or in equity or by statute, including but not limited to:

1. Declare all of Debtor's obligations under the Note and above referenced security agreement and mortgage immediately due and payable; and
2. Proceed to enforce payment of all Debtor's obligations;

## **GENERAL PROVISIONS**

1. **ASSIGNMENTS.** The terms of this agreement shall be binding upon the successors and assigns of Debtor.
2. **SURETIES.** Any guarantor, surety, co-Debtor, or accommodation party to the indebtedness secured by this agreement shall be bound by its terms.
3. **SEVERABILITY.** If any provision of this agreement shall, for any reason, be held to be invalid or unenforceable, that event shall not affect any other provision of this agreement, but this agreement shall be construed as if the invalid or unenforceable provision had never been contained in this agreement.
4. **MULTIPLE PARTIES.** The term Debtor as used in this agreement shall include all signers of the Note and the owners of all or any part of collateral securing this note, whether they are, or are not, the same person, firm or corporation; and if they are not the same, each shall be bound by all provisions of this agreement and shall be jointly and severally liable for its performance and for the breach or default of the other, except as may be noted in conjunction with their signature.
5. **WAIVER.** Failure of the holder of this Note to require strict performance in accordance with its terms on any one occasion shall not serve as a waiver of such failure on any other occasion nor prohibit demand by the holder for strict performance thereafter.
6. **TIME.** Time is of the essence in performance of the obligations herein.
7. **GOVERNING LAW.** The validity, construction, and enforcement of this agreement shall be governed by the law of Kansas.

Debtor hereby agrees to the terms of this Promissory Note as herein written, agrees to be bound by the same, and affirms that no unwritten oral agreements exist between the Lender and Debtor.

MARK V MEDIA GROUP, INC.

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

**DEBTOR**

Attest:

\_\_\_\_\_  
Secretary

## SECURITY AGREEMENT

\_\_\_\_\_, 2005

### A. PARTIES.

1. Mark V. Media Group, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
("Debtor")

2. KNZA, Inc.  
P.O. Box 104  
Hiawatha, KS 66434  
("Creditor")

B. **AGREEMENT.** Subject to the terms of this security agreement, Debtor grants to Creditor a security interest in the Collateral to secure the payment of the Obligation.

C. **OBLIGATION.** The following is "the Obligation" secured by this agreement:

1. Promissory notes dated \_\_\_\_\_, 2005, in the combined amount of \$1,044,500, payable from Debtor to Creditor.
2. All past, present, and future advances, of whatever type, by Creditor to Debtor, and extensions and renewals thereof, whether or not of the nature contemplated at the date hereof.
3. All existing and future liabilities, of whatever type, of Debtor to Creditor and including (but not limited to) liability as endorser and surety.
4. All costs incurred by Creditor to obtain, preserve, and enforce this security interest, collect the Obligation, and maintain and preserve the Collateral, and including (but not limited to) taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, rent, storage costs, and expenses of sale.
5. Interest on the above amounts, as agreed between Creditor and Debtor, or if no such agreement, at the maximum rate permitted by law.

### D. COLLATERAL

1. The security interest is granted in the following (the "Collateral"):
  - (a) all tangible and intangible personal property described on Exhibit "A"

attached hereto;

(b) all machinery, equipment, fixtures, appliances and furniture now owned or hereafter acquired by Debtor and wherever located;

(c) all inventory now owned or hereafter acquired and products and proceeds thereof;

(d) all accounts, contract rights, and accounts receivable, now or hereafter in existence and all proceeds thereof, and all returned or repossessed goods arising from or relating to any of said accounts or rights;

(e) all substitutes and replacements for, accessions, attachments, and other additions to, and tools, parts, and equipment used in connection with any of the above;

(f) all property similar to the above hereafter acquired by Debtor;

(g) all general intangibles, now owned or hereafter acquired or arising;

(h) all cash or non-cash proceeds of any of the foregoing, including insurance proceeds; and

(i) all ledgersheets, files, records, documents, and instruments (including, but not limited to, computer programs, tapes, and related electronic data processing software) evidencing an interest in or relating to the above.

2. The location of the office where the records concerning rights are kept is Debtor's address above stated.

#### **E. AGREEMENTS OF DEBTOR**

1. Debtor shall: take adequate care of the Collateral; insure the Collateral for such hazards and in such amounts as Creditor directs, policies to be satisfactory to Creditor; pay all costs necessary to obtain, preserve, and enforce this security interest, collect the Obligation, and preserve the Collateral, including (but not limited to) taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, rent, storage costs, and expenses of sale; furnish Creditor with any information on the Collateral requested by Creditor; allow Creditor to inspect the Collateral, and inspect and copy all records relating to the Collateral and the Obligation; sign any papers furnished by Creditor which are necessary to obtain and maintain this security interest; take necessary steps to preserve the liability of account debtors, obligors, and secondary parties whose obligations are part of the Collateral; transfer possession of all instruments, documents, and chattel paper which are part of the Collateral to Creditor immediately, or as to those hereafter acquired, immediately following acquisition; perfect a security interest (using a method

satisfactory to Creditor) in goods covered by chattel paper which is part of the Collateral; notify Creditor of any change occurring in or to the Collateral, or in any fact or circumstance warranted or represented by Debtor in this agreement or furnished to Creditor, or if any event of default occurs.

2. Debtor shall not (without Creditor's consent): remove the Collateral from the locations specified herein; allow the Collateral to become an accession to other goods; sell, lease, otherwise transfer, manufacture, process, assemble, or furnish under contracts of service, the Collateral, except goods identified herein as inventory; allow the Collateral to be affixed to real estate, except goods identified herein as fixtures.

3. Debtor warrants: no financing statement has been filed with respect to the Collateral, other than relating to this security interest; Debtor is absolute owner of the Collateral, and it is not encumbered other than by this security interest (and the same will be true of Collateral acquired hereafter when acquired); none of the Collateral is affixed to real estate or an accession to other goods, nor will Collateral acquired hereafter be affixed to real estate or an accession to other goods when acquired, unless Debtor has furnished Creditor the consents or disclaimers necessary to make this security interest valid against persons holding interests in the real estate or other goods; all account debtors and obligors, whose obligations are part of the Collateral, are to the extent permitted by law prevented from asserting against Creditor any claims or defenses they have against sellers.

#### **F. RIGHTS OF CREDITOR**

Creditor may, in its discretion, before or after default: terminate, on notice to Debtor, Debtor's authority to sell, lease, otherwise transfer, manufacture, process or assemble, or furnish under contracts of service, inventory Collateral, or any other Collateral as to which such permission has been given; require Debtor to give possession or control of the Collateral to Creditor; indorse as Debtor's agent any instruments or chattel paper in the Collateral; notify account debtors and obligors on instruments to make payment directly to Creditor; contact account debtors directly to verify information furnished by Debtor; take control of proceeds and use cash proceeds to reduce any part of the Obligation; take any action Debtor is required to take or otherwise necessary to obtain, preserve, and enforce this security interest, and maintain and preserve the Collateral, without notice to Debtor, and add costs of same to the Obligation (but Creditor is under no duty to take any such action); release Collateral in its possession to Debtor, temporarily or otherwise; take control of funds generated by the Collateral, such as dividends, interest, proceeds or refunds from insurance, and use same to reduce any part of the Obligation; waive any of its rights hereunder without such waiver prohibiting the later exercise of the same or similar rights; revoke any permission or waiver previously granted to Debtor.

#### **G. MISCELLANEOUS**

The rights and privileges of Creditor shall inure to its successors and assigns. All representations, warranties, and agreements of Debtor shall bind Debtor's successors and assigns.

Definitions in the Uniform Commercial Code apply to words and phrases in this agreement. Debtor waives presentment, demand, notice of dishonor, protest, and extension of time without notice as to any instruments and chattel paper in the Collateral. Notice mailed to Debtor's address in Section A above, or to Debtor's most recent changed address on file with Creditor, at least five (5) days prior to the related action (or, if the Uniform Commercial Code specifies a longer period, such longer period prior to the related action), shall be deemed reasonable. A photographic or other reproduction of this agreement, or any financing statement signed by Debtor, is sufficient as a financing statement.

## **H. DEFAULT**

1. Any of the following is an event of default: failure of Debtor to pay the notes in the Obligation in accordance with its terms, or any other liability in the Obligation on demand, or to perform any act or duty required by this agreement; falsity of any warranty or representation in this agreement when made; substantial change in any fact warranted or represented in this agreement; involvement of Debtor in bankruptcy or insolvency proceedings; death, dissolution, or other termination of Debtor's existence; merger or consolidation of Debtor with another; substantial loss, theft, destruction, sale, reduction in value, encumbrance of, damage to, or change in the Collateral; modification of any contract, the rights to which are part of the Collateral; levy on, seizure, or attachment of the Collateral; judgment against Debtor; filing any financing statement with regard to the Collateral, other than relating to this security interest; Creditor's belief that the prospect of payment of any part of the Obligation or the performance of any part of this agreement, is impaired.

2. If an event of default occurs, the entire Obligation shall become immediately due and payable at Creditor's option without notice to Debtor, and Creditor may proceed to enforce payment of same and exercise any and all of the rights and remedies available to a secured party under the Uniform Commercial Code as well as all other rights and remedies. If Debtor is in default, Debtor, upon demand by Creditor, shall assemble the Collateral and make it available to Creditor at a place reasonably convenient to both parties. Debtor is entitled to any surplus and shall be liable to Creditor for any deficiency, arising from accounts, contract rights, or chattel paper included in the Collateral through sale thereof to Creditor.

## **I. FIRST AND PRIOR LIEN**

This security agreement grants to Creditor a first and prior lien to secure the payment of the Obligation listed herein, and extensions and renewals thereof. If Creditor disposes of the Collateral following default, the proceeds of such disposition available to satisfy the Obligation shall be applied first to the notes included therein, and thereafter to all remaining indebtedness secured hereby, in the order in which such remaining indebtedness was executed or contracted. For purposes of this paragraph, an extended or renewed note will be considered executed on the date of the original notes.



MARK V MEDIA GROUP, INC.

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

Attest:

\_\_\_\_\_  
Secretary

## GUARANTY

In order to induce KNZA, Inc., (the "Lender") to finance a portion of the purchase price under the Asset Purchase Agreement for the Assets and Stations known as KAIR<sub>AM</sub> 1470, in Atchison, Kansas, and KAIR<sub>FM</sub> 93.7, in Horton, Kansas, and as additional security for the promissory notes from Mark V. Media Group, Inc., the buyer of Lender's the aforesaid assets and stations, the undersigned hereby agree as follows:

*Section 1.01 Definitions.* The following terms have the following meanings unless otherwise specified.

"Borrower" means Mark V. Media Group, Inc..

"Collateral" means all property that secures the payment of the Obligations, and any proceeds thereof.

"Guarantor" means the undersigned, Mark A. Oppold and/or Katherine M. Oppold.

"Guaranty" means this agreement.

"Liabilities" means the undertakings of the Guarantor to the Lender, as specified herein.

"Obligations" means any and all indebtedness, obligations, and liabilities of the Borrower to the Lender, and all claims of the Lender against the Borrower, now existing or hereafter arising.

"Security" means any property that secures payment of the Liabilities, and all proceeds thereof.

*Section 2.01 Scope of Guaranty.* In consideration of the making of the within described extensions of credit to the Borrower, the Guarantor hereby absolutely and unconditionally guaranties to the Lender the prompt and complete payment when due and payable (whether at the stated maturity or by required prepayment, acceleration, or otherwise) of all Obligations of the Borrower to the Lender (notwithstanding the fact that from time to time there may be no indebtedness outstanding), and the performance of the Borrower's covenants under all documents and instruments evidencing any Obligations or under which any Obligations may have been issued, created, assumed, or guaranteed including, without limitation the Promissory Notes dated \_\_\_\_\_, 2005, in the combined amount of \$1,044,500, and all expenses incurred in collecting the same, as set forth below, all of which shall conclusively be deemed to have been incurred in reliance on this Guaranty.

*Section 3.01 Waiver.* The Guarantor hereby waives (a) notice of acceptance of this Guaranty and all notice of the creation, extension, or accrual of any of the Obligations; (b)

presentment, demand for payment, notice of dishonor, and protest; (c) notice of any other nature whatsoever; (d) any requirement that the Lender take any action whatsoever against the Borrower or any other party or file any claim in the event of the bankruptcy of the Borrower; or (e) failure to protect, preserve, or resort to any Collateral; and the Guarantor further agrees that the Guaranty will not be discharged except by complete performance of all Obligations of the Borrower and the Liabilities of the Guarantor hereunder.

*Section 4.01 Consent.* The Guarantor hereby consents that from time to time, and without further notice to or consent of the Guarantor, the Lender may take any or all of the following actions without affecting the liability of the Guarantor: (a) extend, renew, modify, compromise, settle, or release the Obligations (including any increase or decrease in the interest rate); (b) release or compromise any liability of any party or parties with respect to the Obligations; (c) release its security interest in the Collateral or exchange, surrender, or otherwise deal with the Collateral as the Lender may determine; or (d) exercise or refrain from exercising any right or remedy of the Lender.

*Section 5.01 Absolute Guaranty.* The Liability of the Guarantor under this Guaranty shall be absolute and unconditional irrespective of any lack of validity, regularity, or enforceability of the Obligations or any note, instrument, or agreement evidencing the same or relating thereto, or any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower.

*Section 6.01 Waiver of Right of Subrogation.* Notwithstanding any payment or payments made by the Guarantor hereunder, or any setoff or application of the Security by the Lender, the Guarantor will not exercise any rights of the Lender against the Borrower by way of subrogation, reimbursement, or indemnity, and shall have no right of recourse to any assets or property of the Borrower held for the payment and performance of its Obligations, until all Obligations of Borrower to Lender have been fully and completely satisfied.

*Section 7.01 Expenses.* The Guarantor hereby agrees to pay any and all expenses incurred in enforcing any rights under this Guaranty. Without limiting the foregoing, the Guarantor agrees that whenever any attorney is used by the Lender to obtain payment hereunder, to enforce this Guaranty, to adjudicate the rights of the parties hereunder, or to advise the Lender of its rights, the Lender shall be entitled to recover attorney fees, all court costs, and expenses attributable thereto.

*Section 8.01 Assignment.* The Lender may, without notice, assign the Obligations, in whole or in part, and each successive assignee of the Obligations so assigned may enforce this Guaranty for its own benefit with respect to the Obligations so assigned.

*Section 9.01 Cumulative Remedies.* No failure to exercise and no delay in the exercise of any right or remedy hereunder shall operate as a waiver thereof. All rights and remedies hereunder are cumulative and may be exercised singly or concurrently.

*Section 10.01 Notices.* Each notice or other communication hereunder shall be in writing

and shall be sent as follows:

If to the Guarantor, to the following address (or such other address as it may designate from time to time):

Mark A. Oppold and Katherine M. Oppold

If to the Lender, to the following address (or to such other address as it may designate from time to time):

KNZA, Inc.  
P.O. Box 104  
Hiawatha, KS 66434

*Section 11.01 Joint and Several Liability.* Guarantors' obligations hereunder are joint and several and independent of Borrower's obligations. A separate action or actions may be brought and prosecuted against Guarantors, regardless of whether action is brought against Borrower or whether Borrower is joined in any such action or actions. Guarantors' waive, to the fullest extent permitted by law, the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof. Any payment by Borrower or other circumstance which operates to toll any statute of limitations as to Borrower shall operate to toll the statute of limitations as to Guarantors.

*Section 12.01 Entire Agreement.* This Agreement sets forth the entire agreement between the Lender and the Guarantor and supersedes any prior written or oral statements or agreements with respect to the matters covered hereby. This Agreement may be amended only by a writing executed by the Guarantor and a duly authorized officer of the Lender.

*Section 13.01 Signatures.* This guaranty is complete as to any one of its guarantors on his/her execution of this agreement and is not contingent on the obtaining of the additional signatures of other guarantors.

*Section 14.01 Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Lender and the Guarantor have executed this Agreement this \_\_\_\_\_ day of March, 2004.

KNZA, INC.

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

Attest:

\_\_\_\_\_  
Secretary

**Lender**

Witness: \_\_\_\_\_

\_\_\_\_\_  
Mark A. Oppold

Witness: \_\_\_\_\_

\_\_\_\_\_  
Katherine M. Oppold

**Guarantor**

## KANSAS REAL ESTATE MORTGAGE

THIS MORTGAGE (the "Mortgage"), dated this \_\_\_\_ day of \_\_\_\_\_, 2005, from Mark V Media Group, Inc., a Kansas corporation, hereinafter called Mortgagor, to KNZA, Inc., a Kansas corporation, whose address is \_\_\_\_\_, Kansas, hereinafter called Mortgagee.

### GRANTING CLAUSE

Mortgagor owes Mortgagee the principal sum of \$1,044,500. This debt is evidenced by two Promissory Notes by and between Mortgagor and Mortgagee, dated \_\_\_\_\_, 2005. That as security for this debt, the Mortgagor does by these presents grant, convey, and mortgage unto the Mortgagee, its successors and assigns, all of the following described real estate, situated in the County of Atchison and the State of Kansas to wit:

See Schedule "A" attached hereto.

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, its successors and assigns in accordance with the provisions contained herein.

NOW THEREFORE, the condition of this Mortgage is such that if Mortgagor shall well and truly pay and perform the Secured Obligation, and shall perform, comply with and abide by each and every of the agreements, conditions and covenants contained and set forth in this Mortgage and in the Promissory Notes executed by and between Mortgagor and Mortgagee on \_\_\_\_\_, 2005, then this Mortgage shall be released, without warranty, at the request and cost of Mortgagor.

AND, Mortgagor does hereby covenant and agree as follows:

### ARTICLE ONE SECURED OBLIGATION

1.1 *Obligation Secured.* This Mortgage is a second mortgage subject to a first mortgage in favor of \_\_\_\_\_, Kansas, dated \_\_\_\_\_, 2005, and is given to secure the payment and performance of the following indebtedness and obligation:

Payment of an indebtedness in the amount of One Million Forty-Four Thousand Five Hundred and 00/100 Dollars (\$1,044,500.00), with interest thereon, in accordance with the terms of the Promissory Notes executed on \_\_\_\_\_, 2005 by and between Mortgagor and Mortgagee, and any and all amendments, extensions, modifications,

substitutions, replacement or renewals thereof, each of which is hereby incorporated herein by this reference, and the performance and discharge of each and every obligation of Mortgagor set forth in the Promissory Notes.

## ARTICLE TWO DEFINITIONS

2.1 *Definitions of Words and Terms.* In addition to words and terms defined elsewhere herein, the following words and terms as used in this Mortgage shall have the following meanings unless some other meaning is plainly indicated:

"Event of Default" means any Event of Default as defined in Section 9.1 of this Mortgage.

"Land" means the real estate described above and any increases or additions to such real estate.

"Promissory Notes" means the Promissory Notes dated \_\_\_\_\_, 2005, by and between Mortgagor and Mortgagee, and any and all amendments, extensions, modifications, substitutions, supplements, replacements or renewals thereof.

"Mortgage" means this Kansas Mortgage from Mortgagor to Mortgagee, as from time to time amended and supplemented in accordance with the terms hereof.

"Mortgagee" means KNZA, Inc., and its successors and assigns.

"Mortgagor" means Mark V. Media Group, Inc. and its successors and assigns, and all other persons succeeding to the interest of the named Mortgagor in the Mortgaged Property and any person becoming liable on the Promissory Notes.

"Secured Obligation" means the indebtedness and obligation described and referred to in Section 1.1.

"State" means the State of Kansas.

## ARTICLE THREE GENERAL COVENANTS, REPRESENTATIONS AND WARRANTIES

3.1 *Payment and Performance.* Mortgagor covenants and agrees to pay and perform the Secured Obligation and to perform, comply with and abide by each and every of the agreements, conditions and covenants contained and set forth in this Mortgage and the Promissory Notes.

3.2 *Title to Mortgaged Property.* Mortgagor covenants, agrees and warrants that it has good and marketable fee simple title to the Mortgaged Property, free and clear of liens and encumbrances except the first mortgage previously executed by Mortgagor in favor of \_\_\_\_\_, Kansas in the amount of \$ \_\_\_\_\_, and that Mortgagor has good right and lawful authority to Mortgage and convey the same in the manner and form herein set forth.

#### ARTICLE FOUR MAINTENANCE, ALTERATIONS AND ADDITIONS

4.1 *Maintenance of Mortgaged Property; Compliance with Laws.* Mortgagor covenants and agrees to permit, commit or suffer no waste and to maintain any improvements on the Mortgaged Property at all times in a state of good repair and condition; to comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental or other authority relating to the Mortgaged Property to be in compliance with all Environmental Laws; and to do or permit nothing that will alter or change the use and character of said property or in any way impair or weaken the security of this Mortgage. In case of the refusal, neglect or inability of Mortgagor to repair and maintain said property, Mortgagee may, at its option, make such repairs or cause the same to be made, and advance monies in that behalf.

4.2 *Alterations and Additions.* No building or other property now or hereafter covered by the lien of this Mortgage shall be removed, demolished or materially altered without the prior written consent of Mortgagee, and no addition to or structural changes will be made on the any improvements on the Mortgaged Property without the prior written approval of Mortgagee.

#### ARTICLE FIVE TRANSFERS, ENCUMBRANCES AND LIENS

5.1 *Sale or Transfer of Mortgaged Property.* No assignment (by operation of law or otherwise), sale or contract to sell, transfer, mortgage, conveyance or lease shall be made by Mortgagor of the Mortgaged Property or any part thereof or any right, title or interest therein (including, without limitation, any oil, gas or other mineral interest) except with the prior written consent of Mortgagee. Any merger, dissolution or consolidation pursuant to which the Mortgaged Property or any part thereof or interest therein vests in any successor in interest to Mortgagor (or any entity other than Mortgagor herein named) shall be deemed an assignment for purposes hereof.

5.2 *Claims Against Mortgaged Property.* Mortgagor will pay, from time to time when the same shall become due, all claims and demands of mechanics, material men, laborers and others which, if unpaid, might result in or permit the creation of, a lien on the Mortgaged Property, whether paramount or subordinate to this Mortgage or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom and in general will do or cause to be



done everything necessary so that the Lien of this Mortgage shall be fully preserved, at the cost of Mortgagor, without expense to Mortgagee; provided however, Mortgagor shall have the right to contest such claims if Mortgagor furnishes to Mortgagee a bond or reserve in amount and form satisfactory to Mortgagee.

## ARTICLE SIX TAXES AND PUBLIC CHARGES

6.1 *Taxes and Public Charges.* Mortgagor, from time to time when the same shall become due and payable, will pay and discharge all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, and all other public charges, whether of a like or different nature, imposed upon or assessed against it or the Mortgaged Property or any part thereof or upon the revenues, rents issues, income and profit of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof. Mortgagor will, upon the request of Mortgagee, deliver to Mortgagee receipts evidencing all such taxes, assessments, levies, fees, rents and other public charges imposed or assessed against it or the Mortgaged Property or the revenues, rents, issues, income or profits thereof.

## ARTICLE SEVEN INSURANCE

7.1 *Insurance.* Mortgagor will keep the Mortgaged Property insured against loss by fire and any other hazards for which Mortgagee requires insurance. This insurance shall be maintained in the amounts and for the periods that Mortgagee requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's approval, which shall not be withheld unreasonably.

7.2 *Evidence of Insurance.* Mortgagor shall deliver and keep in Mortgagee's possession at all times originals of all insurance policies required hereunder and shall deliver renewals of such policies to Mortgagee at least ten (10) days prior to any expiration or termination thereof. In the event that renewals of policies are not delivered to Mortgagee ten (10) days or more before the termination or expiration of the existing policy or policies, Mortgagor authorizes Mortgagee to act for it and procure at Mortgagor's expense the necessary insurance coverage and agrees to keep insurance so written in force until its expiration date.

7.3 *Insurers and Cancellation.* All insurance maintained pursuant to the terms of this Mortgage shall be issued by insurers of recognized responsibility which are qualified to do business in the State. Each such policy of insurance shall provide that it shall not be canceled or terminated for any reason or modified or amended in any manner so as to reduce the scope or amount of coverage or increase the deductible amount except upon ten (10) days' prior written notice to Mortgagee.

7.4 *Casualty.* In the event of any casualty, Mortgagor will give immediate notice by mail to Mortgagee, and will commence proof of loss with the casualty insurer. Mortgagee reserves the right to direct and approve all proof of loss and claims procedures. If proof of loss is not made promptly by Mortgagor, Mortgagee is authorized by Mortgagor to do so. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee and not to Mortgagor and Mortgagee jointly. The insurance proceeds shall be applied to restoration and repair of the damaged Mortgaged Property provided that (i) Mortgagor and Mortgagee agree that such restoration and repair is economically feasible and reasonable, (ii) Mortgagee determines, in its sole discretion, that its security will not be lessened or impaired thereby, (iii) no Event of Default has occurred and is continuing and (iv) Mortgagee determines, in its sole discretion, that the proceeds shall be adequate to pay all estimated costs of restoration and repair or Mortgagor shall deposit with Mortgagee sums sufficient, in Mortgagee's opinion, when added to such proceeds, to pay all such estimated costs; otherwise such proceeds shall be applied to the reduction of the Secured Obligation, and in such order, as Mortgagee may elect), whether matured or unmatured. If such proceeds are to be applied to restoration and repair, Mortgagor covenants and agrees to promptly commence the restoration and repair of such damaged Mortgaged Property to as nearly as possible the same condition as existed prior to such casualty, except as otherwise approved in writing by Mortgagee, and to diligently prosecute such restoration and repair to completion, paying all costs thereof that the insurance proceeds and other sums deposited by Mortgagor with Mortgagee may be insufficient to pay. If at any time or times Mortgagee and Mortgagee's Architect determine, in their sole discretion, that the proceeds and such sums deposited by Mortgagor may be insufficient to pay in full all estimated costs and repair, Mortgagor shall on demand deposit with Mortgagee such additional sums as Mortgagee deems necessary to pay all such estimated costs. Mortgagor will submit plans and design and construction contracts for such restoration and repair to Mortgagee for Mortgagee's prior written approval. The proceeds of insurance and any sums deposited by Mortgagor with Mortgagee as aforesaid shall be held by Mortgagee and disbursed in payment of the costs of such restoration and repair in accordance with such procedures and subject to such conditions as Mortgagee shall require. Any proceeds of insurance in excess of the costs of restoration and repair shall, at the option of Mortgagee, be applied to the reduction of the Secured Obligation or paid to the person legally entitled thereto.

## ARTICLE EIGHT CONDEMNATION

8.1 *Condemnation.* If all or any part of the Mortgaged Property hereunder be taken or damaged by the exercise of the power of eminent domain, Mortgagor may contest the same in good faith so long as there is not an Event of Default, the award for any property so taken is hereby assigned to Mortgagee, and Mortgagee, upon such award becoming final, is hereby authorized, in the name of Mortgagor, to execute and deliver acquittances for, and release of, any such award and to collect the proceeds. If any part of the Mortgaged Property shall be so taken or damaged, and (i) if Mortgagee determines, in its sole discretion, that its security will not be lessened or impaired, (ii) no Event of Default has occurred and is continuing, and (iii) Mortgagee determines, in its sole discretion, that the award shall be adequate to pay all estimated costs of

restoration, replacement and repair or Mortgagor shall deposit with Mortgagee sums sufficient, in Mortgagee's opinion, when added to such award, to pay all such estimated costs, then such award shall be used to restore, replace and repair the taken or damaged Mortgaged Property; otherwise such award shall be applied to the payment of the Secured Obligation, principal or interest, whether matured or unmatured, and the remainder, if any, shall be paid to Mortgagor or such other party or parties as may be legally entitled thereto. If such award is to be applied to restoration, replacement and repair, Mortgagor covenants and agrees to promptly commence the restoration, replacement, and repair of the taken or damaged Mortgaged Property and to diligently prosecute such restoration, replacement and repair to completion, paying all costs thereof that the award and other sums deposited by Mortgagor with Mortgagee may be insufficient to pay. If at any time or times Mortgagee determines, in its sole discretion, that the award and such sums deposited by Mortgagor may be insufficient to pay in full all estimated costs of restoration, replacement and repair, Mortgagor shall on demand deposit with Mortgagee such additional sums as Mortgagee deems necessary to pay all such estimated costs. Mortgagor will submit plans and design and construction and other contracts for such restoration, replacement and repair to Mortgagee for Mortgagee's prior written approval. The award and any sums deposited by Mortgagor with Mortgagee as aforesaid shall be held by Mortgagee and disbursed in payment of the costs of such restoration, replacement and repair in accordance with such procedures and subject to such conditions as Mortgagee shall require. Any portion of the award in excess of the costs of restoration, replacement and repair shall, at the option of Mortgagee, be applied to the reduction of the Secured Obligations or paid to the person legally entitled thereto.

## ARTICLE NINE DEFAULT AND REMEDIES

9.1 *Events of Default.* Any of the following shall constitute an "Event of Default" hereunder:

- A. Any assignment (by operation of law or otherwise), sale, transfer, mortgage, lease or conveyance of the Mortgaged Property or any part thereof, or any right, title or interest therein (including, without limitation, oil, gas or other mineral interest), is made or contracted for without the prior written consent of Mortgagee; or
- B. The occurrence of any Event of Default as defined in the Promissory Notes.

9.2 *Remedies Upon Default.* At any time after an Event of Default has occurred, the Secured Obligation shall become due at Mortgagee's option forthwith or thereafter at the continuing option of Mortgagee, and this Mortgage shall remain in force, and Mortgagee may exercise any right, power or remedy hereunder or under the Promissory Notes or otherwise permitted to it by law or by contract, and in particular, without limiting the generality of the foregoing, Mortgagee shall have the absolute right, at its option and election, to pursue one or

more of the following rights:

- A. Mortgagee shall be entitled thereupon or thereafter without notice or demand, to the extent permitted by the laws of the State (i) to institute suit at law or in equity to enforce the rights of Mortgagee and (ii) to enforce, at Mortgagee's continuing option, payment of all sums secured hereby by action at law or by suit in equity to foreclose this Mortgage, either or both, concurrently or otherwise; and one action or suit shall not abate or be a bar to or waiver of Mortgagee's right to institute or maintain the other, provided said Mortgagee shall have only one payment and satisfaction of said indebtedness; and
- B. Mortgagee shall have the right from time to time to take action to recover any sums, whether interest, principal or any installment of either, or any other sums required to be paid under the terms of this Mortgage or the Promissory Notes, as the same become due, without regard to whether or not the principal sum secured, or any other sums secured, by this Mortgage shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure, or any other action, for any Event or Events of Default existing at the time such earlier action was commenced.

9.3 *Appointment of Receiver.* Upon the occurrence of any Event of Default, Mortgagee shall be entitled without notice to Mortgagor to apply at any time to a court having jurisdiction thereof for the appointment of a receiver of the Mortgaged Property or any part thereof and all of the rents, incomes, profits, issues and revenues thereof, from whatever source derived; and thereupon it is hereby expressly covenanted and agreed that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases; and said appointments shall be made by the court *ex parte* as a matter of strict right to Mortgagee, and without reference to the adequacy or inadequacy of the value of the Mortgaged Property, or to the solvency or insolvency of Mortgagor or any party defendant to such suit. Mortgagor hereby waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that such appointment shall be made *ex parte* and without notice to Mortgagor as an admitted equity and as a matter of absolute right to Mortgagee. In order to maintain and preserve the Mortgaged Property and to prevent waste and impairment of its security, Mortgagee may, at its option, advance monies to the appointed receiver and all such sums advanced shall become secured obligations and shall bear interest from the date of such advance at the Default Rate specified in the Promissory Notes.

9.4 *Remedies Cumulative.* No remedy conferred upon or reserved to Mortgagee herein or in the Promissory Notes is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every remedy given to Mortgagee or now or hereafter existing at law or in equity or by statute. No delay or omission of Mortgagee to exercise any right or power accruing upon any Event of Default herein or in the Promissory Notes shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by

this Mortgage or in the Promissory Notes shall affect the obligation of Mortgagor to pay its obligations under the Promissory Notes in the manner and at the time and place therein respectively expressed. In the event of foreclosure, Mortgagor shall be fully liable for any deficiency.

9.5 *No waiver.* Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage or the Promissory Notes shall not be deemed to be a waiver of any of the terms and provisions hereof, or of the Promissory Notes, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all the terms and provisions of this Mortgage or of the Promissory Notes to be performed by Mortgagor; and Mortgagee may resort for the payment of the Secured Obligations by this Mortgage to the Mortgaged Property or to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

9.6 *Waiver of Redemption and Other Rights.* To the extent permitted by the laws of the State of Kansas Mortgagor will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension or moratorium law, any exemption from execution or sale of the Mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor, after any such sale or sales, claim or exercise any right under the statute heretofore or hereafter enacted, by any governmental authority or otherwise, to redeem the property so sold or any part thereof; and Mortgagor hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Mortgagee, but to suffer and permit execution as though no such law or laws had been made or enacted. Without limiting the generality of the foregoing, Mortgagor expressly waives all rights of redemption under K.S.A. § 60-2414. Mortgagor, for itself and all who claim under it, waives, to the extent that it lawfully may, all right to have the Mortgaged Property, or any other assets which secure the indebtedness hereby secured or marshaled upon any foreclosure hereof.

## ARTICLE TEN MISCELLANEOUS

10.1 *Protection of Mortgagee's Security.* Mortgagee may, at its option, and without waiving its right to accelerate the indebtedness hereby secured and to foreclose the same, pay either before or after delinquency any or all of those certain obligations required thereof to be paid by Mortgagor for the protection of the Mortgage security for the collection of any of the Secured Obligations. All sums so advanced or paid by Mortgagee shall become Secured Obligations and shall bear interest from the date thereof at the rate specified in the Promissory Notes and become an integral part thereof, subject in all respects to the terms, conditions and covenants of the Promissory Notes, and this Mortgage, as fully and to the same extent as though

a part of the original indebtedness evidenced by the Promissory Notes and secured by this Mortgage, excepting, however, that said sums shall be repaid to Mortgagee upon demand by Mortgagee to Mortgagor for said payment.

10.2 *Costs and Expenses.* Mortgagor agrees to pay all fees and charges incurred in the procuring and making of this Mortgage or in the perfection of the lien and security interest hereof, including without limitation fees and expenses relating to the examination of title to the Mortgaged Property; title insurance premiums, costs and expenses; surveys; mortgage recording, documentary, transfer, mortgage registration or similar fees or taxes; and attorneys' fees. Mortgagor further agrees to pay all and singular and to the extent allowed by law the costs, charges and expenses, including attorneys' fees and abstract costs, reasonably incurred or paid at any time by Mortgagee because of the failure of Mortgagor to perform, comply with, and abide by each and every of the agreements, conditions and covenants of the Promissory Notes and this Mortgage.

10.3 *Successors and Assigns.* All of the grants, covenants, terms, provisions and conditions herein shall run with the land and, subject to the provisions of Section 5.1 shall apply to, bind and inure to the benefit of, the successors and assigns of Mortgagor and the successors and assigns of Mortgagee.

10.4 *Notices.* Except as otherwise provided by applicable law, all notices, certificates or other communications hereunder shall be in writing and shall be provided to the addresses specified in the Promissory Notes.

10.5 *Corrections and Future Acts.* Mortgagor will upon request of Mortgagee, promptly correct any defect, error, or omission which may be discovered in the contents of this Mortgage or in the execution or acknowledgment hereof, and will execute, acknowledge, and deliver such further instruments and do such further acts as may be necessary or as may be reasonably requested by Mortgagee to carry out more effectively the purpose of this Mortgage, to subject to the lien and security interest hereby created any of Mortgagor's properties, rights, or interest covered or intended to be covered hereby, and to perfect and maintain such lien and security interest.

10.6 *Indemnification.* Mortgagor shall indemnify, defend, hold harmless and reimburse Mortgagee for any liability, damage, or expense, including attorneys' fees and amounts paid in settlement, which Mortgagee may incur or sustain in the execution of this Mortgage or in the doing of any act which it is required or permitted to do by the terms hereof or by law, and shall be reimbursed therefor in accordance with the provisions of Section 10.1. However, Mortgagor shall not be obligated to indemnify, defend, hold harmless and reimburse Mortgagee from any such liabilities, damages or expenses to the extent such are attributable to the negligence or willful misconduct of Mortgagee or any of its agents, contractors, or employees.

10.7 *Governing Law.* This Mortgage shall be construed according to Kansas law, without reference to the conflicts of laws principles thereof.

10.8 *Severability.* If any provision or clause of this Mortgage shall be held or deemed to be or shall, in fact, be inoperative, invalid or unenforceable as applied in any particular case or in all cases because it conflicts with any provisions of any constitution or statute or rule of public policy, or for any other reason, such determination shall not affect in any way any other provision of clause herein which can be given effect without the inoperative, invalid or unenforceable provision or clause.

10.9 *Amendments.* No alteration or amendment of this Mortgage shall be effective unless in writing signed by the parties sought to be charged or bound thereby.

10.10 *After-Acquired Property.* All rights, title and interest of Mortgagor in and to all improvements, betterments, renewals, substitutes and replacements of and all additions and appurtenances to, the Mortgaged Property hereafter acquired, constructed, assembled or placed by Mortgagor on the Mortgaged Property, immediately upon such acquisition, construction, assembly, placement or conversion, as the case may be, and in each such case without any further mortgage, grant, conveyance or assignment other act of Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described in the Granting Clause hereof.

10.11 *Effective Date.* The dating of this Mortgage is intended as and for the convenient identification of this Mortgage and is not intended to indicate that this Mortgage was executed and delivered on said date, this Mortgage being executed on the date set forth in the acknowledgment hereto. This Mortgage shall become effective simultaneously with the effectiveness of the Promissory Notes as provided for therein.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage.

MARK V MEDIA GROUP, INC.

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

Attest:

\_\_\_\_\_  
Secretary

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF \_\_\_\_\_, ss:

Be it remembered on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me the undersigned, a Notary Public in and for the county and state aforesaid, came \_\_\_\_\_, President of Mark V. Media Group, Inc., said person being known to me to be the same person who executed the above instrument and acknowledged the same to be his voluntary act and deed.

In witness whereof I have hereunto set my hand and notarial seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My appointment expires:

STATE OF KANSAS, COUNTY OF \_\_\_\_\_, ss:

Be it remembered on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me the undersigned, a Notary Public in and for the county and state aforesaid, came \_\_\_\_\_, Secretary of Mark V. Media Group, Inc., said person being known to me to be the same person who executed the above instrument and acknowledged the same to be his voluntary act and deed.

In witness whereof I have hereunto set my hand and notarial seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My appointment expires:



### **Schedule "A"**

The South 53 feet of Lot Eight (8) and the South 53 feet of the West 1 foot of Lot Nine (9), Block Seven (7), in that part of the City of Atchison usually known and designated as Old Atchison, together with the following rights and easements, namely:

- a] All of grantor's right in a certain easement granted by Friendship Lodge No. Five, Independent Order of Odd Fellows of Atchison, Kansas, its officers and trustees, dated August 31, 1948, and recorded in Book 278, Page 371, in the Office of the Register of Deeds of Atchison County, Kansas;
- b] All of grantor's right in a certain easement granted by the Board of Directors of Atchison Library dated April 10, 1963, and recorded in Book 331, Page 209 in the Office of the Register of Deeds of Atchison County, Kansas; and
- c] All of grantor's right in a certain easement granted by The Board of Directors of Atchison Library dated November 10, 1971, and recorded in Book 351, Page 389, in the Office of the Register of Deeds of Atchison County, Kansas.