

PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement") is made this 17 day of July, 2013 ("Agreement Date"), by and between KAZT, L.L.C., an Arizona limited liability company ("Seller"), and the Arizona Board of Regents ("ABOR") for and on behalf of Arizona State University and its public television station KAET ("Buyer").

RECITALS

A. Seller is the Federal Communications Commission ("FCC") licensee of UHF Translator Station K19CX, 500-506 MHz, Facility Identification Number 40458, Yuma, Arizona, issued under FCC File No. BLTT-19941212JC and expiring October 1, 2014 (the "License").

B. Seller desires to sell, assign, convey and transfer the License and certain equipment to Buyer, and Buyer desires to buy and acquire the License and certain equipment from Seller.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Buyer and Seller (each, a "Party" and collectively, the "Parties"), intending to be legally bound, agree as follows:

1. Assets Sold and Purchased. Subject to the approval of the FCC and to the terms and conditions hereof, Seller agrees to sell and Buyer agrees to purchase the following (collectively referred to in this Agreement as the "Assets"):

a. License and FCC Authorizations. The License and all FCC authorizations and registrations, including renewal authorizations and registrations, issued by the FCC to Seller and used in connection with the License as well as any pending FCC applications and authorizations associated with the License obtained prior to the Closing Date (as defined herein).

b. Antenna. The Scala CL-1469 antenna described in the License, including PD4-2222 four output power divider and 80 feet of LDF-7-50 transmission line, and having the following coordinates:

North Latitude:	32 deg	40 min	11 sec
West Longitude:	114 deg	20 min	05 sec

c. Records. All records required by the FCC to be kept by Seller and copies of all other business records which relate to or affect the Assets and which belong to Seller and are within its possession and control.

2. Loaned Equipment. From the Agreement Date until the earlier of (i) the date that Buyer completes all upgrades associated with its transition from analog to digital broadcast television transmission pursuant to FCC mandates, and (ii) 12 months from the Agreement Date (unless extended by mutual agreement of the Parties), Seller shall loan to Buyer, as is without any representations or warranties as to condition or suitability for purpose or otherwise, for exclusive use in Buyer's operations a Larcen TLS-100 MU Analog Translator (or such other equipment as currently used for the same purpose) (the "Loaned Equipment"). Buyer shall operate the Loaned Equipment in compliance with all laws and shall be responsible, at its sole cost and expense, for all costs and expenses relating to the Loaned Equipment, including all replacement and maintenance costs and expenses. Buyer shall return the Loaned Equipment to Seller in the condition in which it was received, ordinary wear and tear excepted.

3. Purchase Price. In consideration for Seller's transfer and sale of the Assets to Buyer, Buyer shall pay Seller a total of Twenty-Five Thousand Dollars (\$25,000) (the "Purchase Price"), without offset, in the following installments:

- i. \$8,300 on the Closing Date
- ii. \$8,300 on the date that is thirty (30) days after the Closing Date
- iii. \$8,400 on the date that is sixty (60) days after the Closing Date

4. Operation between Agreement Date and Closing Date.

a. Maintenance of Assets. Seller covenants that from the Agreement Date to the Closing Date or earlier termination of this Agreement, it will (i) maintain, preserve and keep the Assets in good repair, working order and condition, subject to reasonable wear and tear; (ii) pay all liabilities and obligations pertaining to the Assets that become due and payable in the ordinary course of business, including all valid and due taxes, assessments and governmental charges upon or against the Assets and, with respect to that certain Tower Attachment License Agreement, dated December 29, 2000, by and between Seller, as Licensee, and SpectraSite Communications, Inc. ("Licensor"), as Licensor and attorney-in-fact for WesTower Leasing, Inc. (the "License Agreement"), all amounts due and owing thereunder; and (iii) comply in all material respects with all valid and applicable statutes, rules and regulations, the violation of which would materially and adversely affect the Assets. Seller will not, without the prior written consent of Buyer: (I) make any sale, assignment, transfer or other conveyance of any of the Assets other than items of personalty that are promptly replaced with items of equal value and serviceability; (II) subject any of the Assets or any part thereof to any mortgage, pledge, security interest or lien; or (III) enter into any agreement, license, lease or

other arrangements with respect to the Assets, or amend any existing agreements, licenses or leases with respect to the Assets except in the ordinary course of business, provided that Seller shall not amend or terminate the License Agreement without Buyer's prior written consent.

b. Adverse Change. From the Agreement Date to the Closing Date, Seller shall promptly notify Buyer of any material adverse change affecting the Assets of which Seller becomes aware, whether currently known by, or hereinafter obtained by or furnished to Seller with respect to the Assets.

c. Contracting. From the Agreement Date to the Closing Date, Seller will not enter into, amend or terminate any other contract that would constitute an encumbrance on any of the Assets, or which would be outside the normal scope of maintaining or operating any of the Assets, without Buyer's prior written approval.

d. Taxes. To the extent that any taxes, fees or assessments are assessed against any of the Assets for time periods prior to the Closing, Seller shall be responsible for and shall hold Buyer harmless for said taxes, fees or assessments assessed against any of the Assets.

5. Approvals.

a. FCC Approvals Required. Consummation of this purchase and sale is conditioned upon the FCC having given its consent, without any condition materially adverse to Buyer or Seller, to the assignment from Seller to Buyer of the License (the "FCC Consent").

b. Filing of FCC Applications. The Parties agree to proceed as expeditiously as practicable to prepare applications requesting the FCC Consent. The Parties agree to file the assignment applications with the FCC not later than fifteen (15) calendar days after the Agreement Date. Each Party agrees to prosecute the applications in good faith and with due diligence. Each Party shall bear its own expenses for the preparation, filing and prosecution of the applications.

6. Closing Date and Place; Unwind.

a. The purchase and sale of the Assets by Buyer and Seller, respectively (the "Closing"), shall take place on a mutually acceptable date within ten (10) business days following the date that the FCC Consent has been granted provided the conditions specified in this Agreement shall have been met (the "Closing Date"). The Closing will take place by exchange of all closing documents by e-mail or at a location selected by mutual agreement of the Parties.

b. If the FCC or any court of competent jurisdiction orders that the consummation of the transactions contemplated in this Agreement be unwound, and such order is in full force and effect and has not been stayed, then the Parties shall unwind the transactions contemplated in this Agreement to the extent required by such order, and return each Party to its respective position prior to consummation of the transactions contemplated in this Agreement. In furtherance of the foregoing, if Buyer is required by the FCC or any court order at any time to reassign the License to Seller, Seller shall, concurrent with any such reassignment, deliver to Buyer the entirety of the Purchase Price (or such portion of the Purchase Price as has been paid by Buyer to Seller) without any right of set-off, and Seller waives any right or defense (contractual or otherwise) that would otherwise entitle Seller to withhold or set off any portion of the Purchase Price. Buyer shall be obligated, concurrent with any such return of the Purchase Price, to reconvey to Seller title to the purchased Assets. Seller's obligation to deliver the Purchase Price to Buyer concurrently with any reassignment of the License to Seller shall be without prejudice to the exercise of any contractual rights of Buyer or Seller subsequent to such reassignment.

7. Seller's Representations and Warranties. Seller represents, warrants and covenants to Buyer as follows:

a. Organization and Standing. Seller is a limited liability company validly existing under the laws of the State of Arizona, and possesses all power and authority necessary to own and operate its properties and assets (including the Assets) and to carry out the provisions of this Agreement.

b. Authorization and Binding Obligation. The execution, delivery and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of Seller. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

c. Good Title to Assets; Payments. Seller has clear title and ownership, free of all liens, encumbrances or hypothecations, of all Assets being sold and assigned to Buyer. All bills and other payments arising by, under or through Seller with respect to the ownership, operation and maintenance of the Assets to be conveyed to Buyer, have been or by the Closing will be paid by Seller, and no liens or other claims for the same have been filed or asserted against any part of the Assets, unless expressly assumed by Buyer.

d. Maintenance of License Agreement. Seller has paid and, as long as the License Agreement is in full force and effect, will continue to pay, all fees and charges due and

owing under the License Agreement and will not amend or terminate the License Agreement without Buyer's prior written consent, which consent shall not be unreasonably withheld; provided, that, the Parties acknowledge and agree that, notwithstanding anything in the foregoing to the contrary (i) the License Agreement is currently on a month to month basis, (ii) Seller shall have no obligation to enter into a long term agreement or otherwise extend the term of the License Agreement or pay any increase in rent that Licensor may propose, and (iii) in the event that Licensor terminates the License Agreement, for any reason, Seller shall have no further obligations to Buyer pursuant to this Section or otherwise. Further, Buyer agrees to notify Seller at least thirty (30) days before it moves its operations from the site that is the subject of the License Agreement so that Seller may notify Licensor to terminate the License Agreement in a timely manner.

e. Rights in Assets. No person, firm or entity, except as may be specifically set forth in this Agreement or the schedules and/or exhibits attached hereto, has any rights in the Assets to be conveyed to Buyer and no person, firm or entity has any right to acquire the Assets, or any part thereof.

f. Restrictions. No restrictions or conditions exist, whether contractually or otherwise, that would preclude the sale and/or assignment of the Assets by Seller, other than obtaining the approvals described in Section 5.

g. FCC Compliance. Seller has operated and maintained the Assets in material compliance with the Communications Act of 1934, as amended, and the rules, regulations and published policies of the FCC except as would not have a material adverse effect on the Assets, Buyer or the transactions contemplated by this Agreement.

h. Environmental and Other Matters under the License Agreement. Seller has no knowledge of any liability or basis for any claim giving rise to any such liability, under any law, rule or regulation of any federal, state or local government (or agency thereof) related to the Assets or the real property that is the subject of the License Agreement concerning the release or threatened release of hazardous substances, public or employee health and safety or pollution or protection of the environment or any other matter or event which, upon the giving of notice or lapse of time or the satisfaction of any other condition (or any combination thereof), would give rise to a claim against Seller under the License Agreement. To Seller's knowledge, the material easements, covenants, rights-of-way and other rights which are necessary in any material respect for Seller's current use of the real property that is the subject of the License Agreement are valid and in full force and effect, and Seller has not received any notice with respect to termination or breach of any of these rights.

8. Buyer's Representations and Warranties. Buyer represents, warrants and covenants as follows:

a. Organization. Buyer is a public body corporate, legally existing under the laws of the State of Arizona.

b. Authorization and Binding Obligation. Buyer has full power and authority to enter into this Agreement. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

9. Default.

a. By Buyer. If Buyer defaults under the terms of this Agreement, and the default is not remedied within fifteen (15) days after Seller notifies Buyer in writing, then Seller may, at its option: (i) terminate this Agreement and neither Party will have any further obligation or liability under this Agreement (except as may be otherwise expressly provided in this Agreement); or (ii) bring any action or claim against Buyer for damages and the specific performance of Buyer's obligations under this Agreement. Notwithstanding the foregoing, if after the Closing, Buyer fails to timely pay any amount of the Purchase Price when due, Buyer shall not be entitled to any cure or remedy period and, in addition to any other rights and remedies available to Seller at law or in equity, the entire remaining Purchase Price shall become immediately due and payable (without offset), and Seller shall have the right to bring any action or claim against Buyer for damages and the specific performance of Buyer's obligations under this Agreement.

b. By Seller. If Seller defaults under the terms of this Agreement, and the default is not remedied within fifteen (15) days after Buyer notifies Seller in writing, then Buyer may, at its option: (i) terminate this Agreement and neither Party will have any further obligation or liability under this Agreement (except as may be otherwise expressly provided in this Agreement); or (ii) bring any action or claim against Seller for damages and the specific performance of Seller's obligations under this Agreement.

c. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO PARTY HERETO SHALL BE LIABLE TO ANY OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

10. Risk of Loss. Risk of loss, damage or destruction to the Assets to be sold and conveyed shall be upon Seller until the Closing Date, and after Closing upon Buyer.

11. Brokers. Each Party shall bear its respective costs and expenses for attorneys, accountants, brokers and advisors retained by or representing it in connection with this Agreement.

12. Indemnification.

a. By Seller. Seller shall indemnify and hold harmless Buyer against and in respect of any and all liabilities, obligations, claims and demands made or brought by any third party and arising prior to the Closing Date out of (i) Seller's ownership of the Assets, (ii) any breach by Seller of this Agreement, or (iii) any inaccuracy in or breach of any representation, warranty or covenant made by Seller.

b. By Buyer. To the extent permitted by the Constitution and laws of the State of Arizona, Buyer shall indemnify and hold harmless Seller against and in respect of any and all liabilities, obligations, claims and demands made or brought by any third party and arising on or after the Closing Date out of (i) Buyer's ownership of the Assets, (ii) any breach by Buyer of this Agreement, or (iii) any inaccuracy in or breach of any representation, warranty or covenant made by Buyer. Notwithstanding any other provision of this Agreement to the contrary, the Parties acknowledge that Buyer is a public institution and instrumentality of the State of Arizona and, as such, any indemnification, liability limitation or hold harmless provision is limited as provided by the laws of the State of Arizona, including without limitation Article 9, Sections 5 and 7 of the Arizona Constitution and Sections 35-154 and 41-621 of the Arizona Revised Statutes. Buyer's liability under any claim for indemnification is limited to claims for property damage, bodily injury or death, caused by acts or omissions of Buyer or Buyer's officers, employees or agents.

13. Conditions Precedent to Buyer's Obligation to Close. Buyer shall not be obligated to close under this Agreement unless and until the following conditions have been met:

a. The FCC shall have given the FCC Consent to the assignment of the License from Seller to Buyer.

b. Seller shall have performed and complied in all material respects with all the agreements, obligations and conditions required by this Agreement to be performed or complied with by it, prior to or at the Closing Date.

c. The License shall be valid, current and unexpired and all FCC authorizations related to the Assets shall be in full force and effect.

d. The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date, except to the extent that the failure to be so true and correct would not have a material adverse effect on Seller, the Assets or the transactions contemplated by this Agreement.

e. There shall be no current, pending or threatened in writing litigation, actions, suits, claims, causes of action, assessments or proceedings: (i) that affect or could reasonably be expected to affect the Assets adversely; (ii) that would constitute a lien or obligation of any kind against the Assets; and/or (iii) that could reasonably be expected to affect Seller's ability to convey the Assets to Buyer upon the Closing.

14. Conditions Precedent to Seller's Obligation to Close. Seller shall not be obligated to close under this Agreement unless and until the following conditions have been met:

a. The FCC shall have given the FCC Consent to the assignment of the License from Seller to Buyer.

b. Buyer shall have performed and complied in all material respects with all the agreements, obligations and conditions required by this Agreement to be performed or complied with by it, prior to or at the Closing Date.

c. The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

15. Buyer's Performance at the Closing. At the Closing, Buyer will deliver to Seller the first installment of the Purchase Price as provided by Section 3(i) hereof and such documents as Seller may reasonably require in order to consummate the transactions in this Agreement.

16. Seller's Performance at the Closing. At the Closing, Seller shall deliver and convey the Assets to Buyer, together with such documents as Buyer may reasonably require in order to consummate the transactions in this Agreement, including:

a. The License, together with such assignments of the same as Buyer may reasonably require.

b. Bills of sale and further instruments of conveyance.

17. Survival of Warranties.

a. All representations, warranties and covenants made by the Parties in this Agreement shall be deemed made for the purpose of inducing the other to enter into this Agreement and shall survive the Closing and remain operative in full force and effect for a period of twelve (12) months following the Closing regardless of any investigation at any time made and shall not be deemed merged into any document or instrument executed or delivered at the Closing, except that any representations, warranties or covenants made by either Party and relating to any FCC proceeding involving the License or the transactions contemplated by this Agreement and in which either Seller (with respect to the representations, warranties covenants made by Seller to Buyer), or Buyer (with respect to the representations, warranties covenants made by Buyer to Seller) is a party to such proceeding, including, but not limited to appeals, petitions for reconsideration or petitions for review of the FCC Consent to the assignment of the License from Seller to Buyer, shall survive until such FCC proceeding is resolved by an order or decision that has become a Final Order. "Final Order" means an action by the FCC that has not been reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which no requests are pending for administrative or judicial review, reconsideration, appeal or stay, and the time for filing any such requests and the time for the FCC to set aside the action on its own motion have expired.

b. Notwithstanding the foregoing, Seller's representation and warranty set forth in Section 7(d) shall survive the Closing and remain operative and in full force and effect until such time as the Parties mutually agree to its expiration or until the earlier termination of the License Agreement as provided in such Section 7(d).

18. No Assignment. This Agreement may not be assigned by either Party without the other Party's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed.

19. Termination.

a. By Seller. In addition to the termination rights set forth in Section 9 hereof, this Agreement may be terminated by Seller and the purchase and sale of the Assets abandoned, if Seller is not then in material default, upon written notice to Buyer, upon the occurrence of any of the following:

i. Conditions. If, on the date that would otherwise be the Closing Date, any of the conditions precedent to Seller's obligation to close as set forth in Section 14 of this Agreement have not been satisfied unless waived in writing by Seller.

ii. Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree or order, not caused by Seller, that would prevent or make unlawful the Closing.

b. By Buyer. In addition to the termination rights set forth in Section 9 hereof, his Agreement may be terminated by Buyer and the purchase and sale of the Assets abandoned, if Buyer is not then in material default, upon written notice to Seller, upon the occurrence of any of the following:

i. Conditions. If, on the date that would otherwise be the Closing Date, any of the conditions precedent to Buyer's obligation to close as set forth in Section 13 of this Agreement have not been satisfied unless waived in writing by Buyer.

ii. Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree or order, not caused by Buyer, that would prevent or make unlawful the Closing.

c. Effect. If this Agreement is terminated pursuant to subsection a. or b. above and neither Party is in material breach of any provision of this Agreement, the Parties shall not have any further liability to each other with respect to the purchase and sale of the Assets.

20. Notices. Any notices, requests, demands or consents required or permitted under this Agreement shall in writing and shall be deemed to have been given on the date of personal service or on the date of receipt by the Party to whom the notice is to be given, and shall be addressed to the addressee at the address stated below, or at the most recent address specified by notice under this Section.

If to Seller:

Rich Howe
General Manager
KAZT-TV
4343 East Camelback Road, Suite 130
Phoenix, Arizona 85018
Telephone: (602) 977-7700
Email: RHowe@aztv.com

If to Buyer:

Kelly McCullough
General Manager
Eight/KAET-TV
555 North Central Avenue, Suite 500
Phoenix, Arizona 85004
Telephone: (602) 496-8888
Email: Kelly.McCullough@asu.edu

With a copy to:

General Counsel
Arizona State University
300 East University Drive, Suite 335
Tempe, Arizona 85287-7405
Telephone: (480) 965-4550
Facsimile: (480) 965-0984

21. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision of this Agreement is determined to be invalid, unenforceable or otherwise illegal, that provision shall be severed from this Agreement and the remainder of the Agreement shall be in full force and effect.

22. Further Assurances. Each Party shall execute and deliver, at any time and from time to time upon the request of the other Party, such further instruments, papers or documents as may be necessary or appropriate to consummate the transactions contemplated hereby, and to take such other action as the other Party may reasonably request to effectuate the purposes of this Agreement.

23. Waivers. No delay or omission by either of the Parties in exercising or enforcing any right or power accruing under the Agreement shall impair any such right or power or be construed to be a waiver of such right or power. A failure by either Party to exercise any right or power or any of the covenants, conditions or agreements of this Agreement or to enforce any breach or failure of the other Party shall not be construed to be a waiver of any subsequent breach of this Agreement or of any other covenant, condition or agreement contained in this Agreement.

24. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona, without giving effect to conflicts of laws principles.

25. Entire Agreement; Amendment. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the sale and purchase of the Assets to be sold and purchased and may not be changed or terminated orally, and no attempted change, termination, amendment or waiver of any of the provisions shall be binding unless in writing and signed by both Parties.

26. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person or entity other than the Parties to this Agreement and their respective successors and assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any Party to this Agreement; nor shall any provision herein give any third party any right of subrogation or action over or against any Party to this Agreement. Neither Party shall assign this Agreement or any of its rights and obligations hereunder, without the prior written consent of Seller, which consent shall not be unreasonably withheld.

27. Time. Time is of the essence in the performance by the Parties of their respective agreements and obligations under this Agreement.

28. Section Headings. The section headings used in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

29. State of Arizona Provisions.

a. Nondiscrimination. The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration and nondiscrimination, including the Americans with Disabilities Act.

b. Notice of Arbitration Statutes. Pursuant to Arizona Revised Statutes (“A.R.S.”) Section 12-1518, the Parties acknowledge and agree, subject to the Arizona Board of Regents Policy 3-809, that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this Agreement if required by A.R.S. Section 12-133.

c. Conflict of Interest. Buyer’s participation in this Agreement is subject to A.R.S. Section 38-511, which provides that this Agreement may be cancelled if any person

significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of Buyer is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.

d. Seller's Records. To the extent required by A.R.S. Section 35-214, Seller agrees to retain all records relating to this Agreement. Seller agrees to make those records available at all reasonable times for inspection and audit by Buyer or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five (5) years after the completion of this Agreement. The records shall be provided at Arizona State University, Tempe, Arizona, or another location designated by Buyer upon reasonable notice to Seller.

e. Failure of Legislature to appropriate. If Buyer's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then Buyer may provide written notice of this to Seller and cancel this Agreement without further obligation of Buyer. Appropriation is a legislative act and is beyond the control of Buyer.

30. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one agreement.

[Remainder of page intentionally left blank. Signatures on next page.]

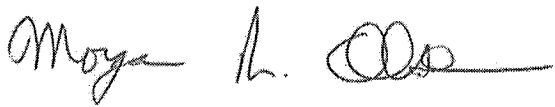
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

BUYER

THE ARIZONA BOARD OF REGENTS

for and on behalf of

ARIZONA STATE UNIVERSITY and Station KAET

By:  _____

Name: Morgan R. Olsen

Its: Executive Vice President, Treasurer and CFO

SELLER

KAZT, L.L.C.

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

BUYER

THE ARIZONA BOARD OF REGENTS
for and on behalf of
ARIZONA STATE UNIVERSITY and Station KAET

By: _____

Name: _____

Its: _____

SELLER

KAZT, L.L.C.

By: _____

Name: _____

Its: _____

Larry Schumann
Larry Schumann
Manager