

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 06-20497-CIV-SEITZ/MCALILEY**

CORPUS 38, LLC,

Plaintiff,

v.

MINORITY MEDIA TV-38, LLC,
JOHN MYRL WARREN, and
PHILLIP WRIGHT,

Defendants.

**ORDER GRANTING RECEIVER'S MOTION TO ALLOW RECEIVERSHIP ENTITY
TO ENTER INTO ASSET PURCHASE AGREEMENT**

THIS CAUSE is before the Court on the Receiver's Motion to Allow Receivership Entity to Enter Into Asset Purchase Agreement (the "Motion") [DE 48]. The Receiver, on behalf of Minority Media TV-38, LLC, seeks the Court's approval to effectuate the sale of Minority Media's Commission Authorization for the television broadcast station KUQI (Channel 38), Corpus Christi, Texas (FCC Facility ID No. 82910; FCC File No. BPCT-19960111LP, through an Asset Purchase Agreement ("APA"). The buyer, High Maintenance Broadcasting, LLC, desires to purchase and/or acquire the commission authorization and has already signed documents in furtherance of the transaction. The Receiver represents that Corpus 38, LLC and the other related parties that are involved in funding Minority Media are in full agreement with the instant motion.¹ Upon review, it is hereby

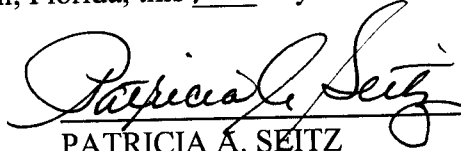
¹ Today, the Court received a Federal Express letter from Mr. Robert B. Jacobi, Esq. of Cohn and Marks, LLP, advising the Court that his client, Robert Brown, submitted to the Receiver a proposed asset purchase agreement on November 14, 2007, and a revised proposal on December 3, 2007. However, because the Receiver, on behalf of Minority Media, had executed the Local Marketing Agreement with High Maintenance Broadcasting, LLC, in furtherance of the above-referenced APA on November 8, 2007, six days prior to the first Brown proposal, and High Maintenance Broadcasting, LLC has already expended funds in reliance on its agreement, the Court shall not take any action in relation to Mr. Jacobi's letter.

ORDERED that

(1) The Receiver's Motion [DE 48] is GRANTED.

(2) The Receiver, on behalf of Minority Media TV-38, LLC, is permitted to execute the APA with High Maintenance Broadcasting, LLC, as well as the other related ancillary agreements as defined by the APA, including but not limited to the Guaranty, the Letter agreement, and the Local Marketing Agreement, in substantially the same form as those attached to the Receiver's Motion.

DONE AND ORDERED in Miami, Florida, this ¹²10 day of December, 2007.


PATRICIA A. SEITZ
UNITED STATES DISTRICT JUDGE

cc:

Counsel of Record
Lee Shubert, Receiver