

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of July 30, 2009 (the “Effective Date”) between **Horizon Christian Fellowship**, a California nonprofit corporation (the “Seller”) and **Packer Radio WION, LLC**, a Michigan limited liability company (the “Buyer”).

BACKGROUND

- A. Seller holds the FCC license for FM translator W279AP, Ionia, Michigan (FCC Facility ID 152639 (the “License”))
- B. Seller wishes to assign to Buyer, and Buyer wishes to receive an assignment from Seller of, the License; and Seller wished to sell to Buyer and Buyer wishes to buy from Seller, certain assets of Seller.

AGREEMENT

Buyer and Seller agree as follows.

- 1. Assets Purchased. At the Closing, Seller shall sell, assign, convey, transfer, set over, and deliver to the following assets (the “Purchased Assets”).
 - 1.1. An assignment of the License.
 - 1.2. Seller’s interest in the tower lease with SpectraSite Communications, Inc., a Delaware corporation, attached as **Exhibit 1.2** (the “Tower Lease”).
 - 1.3. The personal property listed in **Schedule 1.3**. (the “Tangible Personal Property”)
- 2. Assumed Liabilities. Buyer will assume no liabilities of Seller, whether accrued, absolute, contingent, known, unknown, or otherwise, except for those specifically identified on **Schedule 2** (the “Assumed Liabilities”).
- 3. Purchase Price for Purchased Assets.
 - 3.1. The Purchase Price. The purchase price to be paid by Buyer to Seller for the Purchased Assets (the “Purchase Price”) is \$5,000, payable in immediately available funds on the Closing Date.
 - 3.2. Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets in accordance with attached **Schedule 3.2**. Buyer and Seller agree to execute and deliver at the Closing duplicate U.S. Treasury Forms 8594, with an allocation of the Purchase Price in accordance with this Section 3.2 and otherwise acceptable to Buyer, and to file all other returns and reports in a manner consistent with the allocations in this Section 3.2.
 - 3.3. Delivery Free of Encumbrances. Seller shall deliver good and marketable title to the Purchased Assets free and clear of all mortgages, liens, claims, demands, charges, options, equity interests, leases, pledges, security interests, and other encumbrances (collectively, “Encumbrances”).

4. Pre-closing Actions. Before the Closing:

- 4.1. Accuracy of Seller's Representations and Warranties and Satisfaction of Conditions. Seller will immediately notify Buyer in writing if (a) Seller becomes aware that any of Seller's representations or warranties are untrue or incorrect in any respect or (b) Seller becomes aware of the occurrence of any event or of any state of facts that results in any of the representations or warranties of Seller being untrue or incorrect if Seller were then making them. Seller will not take any action, or omit to take any action, that would result in any of Seller's representations and warranties set forth in this Agreement to be untrue or incorrect as of the Closing Date. Seller will use its best efforts to cause all conditions within its control that are set forth in this Agreement to be satisfied as promptly as practicable under the circumstances.
- 4.2. Accuracy of Buyer's Representations and Warranties and Satisfaction of Conditions. Buyer will immediately notify Seller in writing if (a) Buyer becomes aware that any of Buyer's representations or warranties are untrue or incorrect in any respect or (b) Buyer becomes aware of the occurrence of any event or of any state of facts that results in any of the representations or warranties of Buyer being untrue or incorrect if Buyer were then making them. Buyer will not take any action, or omit to take any action, that would result in any of Buyer's representations and warranties set forth in this Agreement to be untrue or incorrect as of the Closing Date. Buyer will use its best efforts to cause all conditions within its control that are set forth in this Agreement to be satisfied as promptly as practicable under the circumstances.
- 4.3. Assignment Application. Promptly upon the execution of this Agreement, Seller and Buyer will prepare for filing the application for FCC consent to the assignment of the License (the "Assignment Application") and file the same within 5 days after the Effective Date. The FCC filing fee for the Assignment Application shall be paid by Buyer. Seller and Buyer shall diligently prosecute the Assignment Application and use all reasonable efforts to obtain consent and approval of the FCC (the "FCC Consent") as expeditiously as practicable. Neither Seller nor Buyer shall take or omit to take any action that might or will cause the FCC to deny, delay, or fail to approve, the Assignment Application or cause the FCC Consent become a Final Action. For purposes of this Agreement, a "Final Action" is an order of the FCC with respect to which no appeal, no petition for re-hearing, reconsideration, or stay, and no other administrative or judicial action contesting such consent or approval, is pending and as to which the time for filing any such appeal, petition or other action has expired or, if filed, has been denied, dismissed, or withdrawn and the time for instituting any further legal proceeding has expired.
- 4.4. Assignment of Tower Lease. Buyer and Seller will diligently seek all consents and take such other actions necessary to cause the lessor under the Tower Lease to permit the assignment of Seller's interest in the Tower Lease to Buyer effective upon the Closing Date.

5. Conditions Precedent to Buyer's Obligations. Buyer's obligation to consummate the transactions contemplated by this Agreement is subject to the fulfillment (or waiver by Buyer) before or at the Closing of each of the following conditions.
- 5.1. Accuracy of Representations and Warranties. The representations and warranties of Seller contained in this Agreement and all related documents are true and correct at and as of the Closing Date as though such representations and warranties were made on that date.
- 5.2. Performance of Covenants. The Seller has in all respects performed and complied with all covenants, agreements and conditions that this Agreement and all related documents require to be performed or complied with before or on the Closing Date.
- 5.3. FCC Approval. Seller has received FCC approval of the assignment of the License to Buyer.
- 5.4. Instruments of Transfer, Etc. Seller has delivered to Buyer all bills of sale, general instruments of transfer, conveyances, assurances, transfers, assignments, approvals, consents, and any other instruments and documents containing the usual and customary covenants and warranties of title and otherwise consistent with the requirements of this Agreement, and particularly Section 3.3, and that are convenient, necessary, or reasonably required to effectively transfer the Purchased Assets to Buyer with good title, free and clear of all Encumbrances.
- 5.5. No Litigation. No action, suit, proceeding or investigation has been instituted or threatened before any court or governmental body, or instituted or threatened by any governmental agency:
- (a) To restrain or prevent the carrying out of the transactions contemplated by this Agreement; or
 - (b) That might affect Buyer's right to own, operate, and control Purchased Assets after the Closing Date.
- 5.6. Consents. Seller has obtained, in writing, all consents necessary to consummate or to facilitate consummation of this Agreement and any related transactions. The consents shall be delivered to Buyer at Closing and shall be reasonably acceptable to Buyer in form and substance.
- 5.7. State of FCC Licenses. The License:
- (a) Is fully assignable and transferable to Buyer;
 - (b) Has been issued by the FCC under the Communications Act of 1934, as amended, for a full license term;
 - (c) Is subject to no adverse modifications to its terms since the date of the issuance of the License and, except for proceedings that affect the radio broadcasting industry generally, no proceeding for any revocation, suspension, or modification is pending, and neither Seller or Buyer has received any notice that any governmental authority may institute any such proceedings.

- 5.8. Certificates Regarding Conditions Precedent. Seller has delivered to Buyer certificates of Seller certifying that as of the Closing Date all of the conditions contained in Sections 5.1, 5.2, 5.6, and 5.7 have been satisfied.
6. Conditions Precedent to Seller's Obligations. Seller's obligations to consummate the transactions contemplated by this Agreement are subject to the fulfillment (or Seller's waiver) of each of the following conditions before or at the Closing Date.
- 6.1. Accuracy of Representations and Warranties. Buyer's representations and warranties contained in this Agreement and all related documents are true and correct at and as of the Closing Date as though such representations and warranties were made at the Closing.
- 6.2. Performance of Covenants. Prior to, and at, the Closing Date, Buyer has, in all respects, performed and complied with its obligations under all the covenants, agreements, and conditions that this Agreement and all related documents require.
- 6.3. FCC Approval. Seller has received FCC approval of the transfer of Seller's License to Buyer.
- 6.4. Certificates Regarding Conditions Precedent. The Buyer has delivered to Seller certificates of the Buyer certifying that as of the Closing Date all of the conditions set forth in Sections 6.1 and 6.2 have been satisfied.
- 6.5. Consents. Buyer has obtained, in writing, all consents necessary or desirable to consummate or to facilitate consummation of this Agreement and any related transactions, if any.
7. Closing Matters.
- 7.1. Closing. The closing of the transactions contemplated in this Agreement (the "Closing") shall take place at a location and time mutually agreed upon by the parties (the "Closing Date"). The Closing Date shall occur not more than seven days after the last of the following things to occur.
- (a) The initial grant by the FCC of approval of the Assignment Application; or
- (b) The lessor under the Tower Lease consents to the assignment by Seller of the Seller's lessee interest under the Tower Lease to Buyer and to Buyer's assumption of such interest.
- 7.2. Closing Expenses. Seller shall be liable for, and shall pay, all federal, state, and local sales, use, excise, and documentary stamp Taxes and all other Taxes, duties, or other like charges properly payable on and in connection with Seller's conveyance and the transfer of the Purchased Assets to Buyer.
- 7.3. Further Assurances. Seller shall cooperate with and assist Buyer with the transfer of the Purchased Assets under this Agreement and take all other reasonable actions to assure that the business is smoothly transferred to Buyer. From time to time after the Closing Date, Seller shall, at the request of Buyer, execute and deliver such additional conveyances, transfers, documents, instruments, assignments, applications, certifications, papers, and other assurances that Buyer

requests as necessary or appropriate to effectively carry out the intent of this Agreement and to transfer the Purchased Assets to Buyer.

8. Seller's Representations and Warranties. As of the Effective Date and as of the Closing, Seller represents and warrants to Buyer as follows, and acknowledges and confirms, that Buyer is relying on these representations and warranties in entering into this Agreement.
 - 8.1. Organization and Standing. Seller is a not-for-profit corporation duly organized, validly existing, and in good standing under the laws of the State of California and Seller has all requisite power and authority to own its properties and conduct its business as it is now being conducted. Seller has not used or assumed any other name in connection with the conduct of its business during the last five years.
 - 8.2. Authorization. Seller has the power and authority and has taken all necessary action: (a) to execute, deliver, and perform this Agreement, as well any other documents or agreements identified or reference in this Agreement (the "Related Agreements"), to which it is a party; and (b) subject to prior FCC approval, to consummate the transactions contemplated under this Agreement and the Related Agreements. Seller has taken all necessary organizational action (including, but not limited to, approval by its member(s) or other governing persons) to approve the execution, delivery, and performance of this Agreement, the License transfer, and the consummation of the transactions contemplated in this Agreement. The Seller has duly executed and delivered this Agreement. This Agreement and the Related Agreements, when executed and delivered by the parties to them, will be, legal, valid, and binding obligations of each party to them, enforceable against Seller in accordance with the Agreement and Related Agreements' respective terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium, or similar laws relating to the enforcement of creditor's rights (regardless of whether such enforceability is considered in a proceeding at law or in equity).
 - 8.3. Existing Agreements and Governmental Approvals.
 - (a) The execution, delivery, and performance of this Agreement and the Related Agreements, and the consummation of the transactions contemplated by them: (i) do not and will not violate any provisions of law applicable to Seller or the Purchased Assets; (ii) do not and will not conflict with, result in the breach or termination of any provision of, or constitute a default under (in each case whether with or without the giving of notice or the lapse of time or both) Seller's articles of organization, operating agreement, or other governing document, or any indenture, mortgage, lease, deed of trust, or other instrument, contract, or agreement or any order, judgment, arbitration award, or decree to which Seller or any of its assets and/or properties are bound (including, but not limited to, the Purchased Assets); and (iii) do not and will not result in the creation of any Encumbrance on any of the Seller's properties, assets, or business (including without limitation, the Purchased Assets).

- (b) Except as set forth on **Schedule 8.3**, no approval, authority, or consent of, or filing by, Seller with, or notification to, any federal, state, or local court, authority, or governmental or regulatory body or agency or any other corporation, partnership, individual, or other entity is necessary (i) to authorize the execution and delivery of this Agreement or any of the Related Agreements by Seller, (ii) to authorize the consummation of the transactions contemplated by this Agreement or any of the Related Agreements by Seller, or (iii) to continue Buyer's use and operation of the Purchased Assets after the Closing Date.

8.4. Insolvency.

- (a) There is no pending or threatened insolvency proceeding of any character, including, but not limited to, bankruptcy; receivership; reorganization; composition; or arrangement with creditors; whether any of the foregoing is or was voluntary or involuntary, that will or has affected Seller or any of its assets or properties. Seller has not taken any action in contemplation of, or that would constitute the basis for, the institution of any such insolvency proceedings.
- (b) Seller will not be rendered insolvent by the transactions and/or performances contemplated by this Agreement and no act, omission, transaction, or series thereof, contemplated by this Agreement will result in a fraudulent transfer under the Uniform Fraudulent Transfer Act or any other similar rule of law.

8.5. Conduct of Business. Since January 1, 2009, Seller has not:

- (a) Altered or amended its articles or organization, operating agreement, or any other governing document;
- (b) Mortgaged, pledged, or otherwise subjected any of the Purchased Assets to any Encumbrance;
- (c) Instituted or settled any litigation, action, or proceeding before any court or governmental body relating to any of the Purchased Assets; or
- (d) Agreed or committed to do any of the foregoing.

8.6. Title to Purchased Assets. Seller will have, at the Closing, good and marketable title to all of the Purchased Assets and will convey to Buyer good and marketable title to all of the Purchased Assets, free and clear of any and all Encumbrances.

8.7. Litigation. There are no actions or suits pending or threatened against, or directly affecting, Seller, the Purchased Assets, or the transactions contemplated by this Agreement.

8.8. Compliance with Laws. At all times prior to the Closing Date, Seller has complied with all laws, orders, regulations, rules, decrees, and ordinances materially affecting the Purchased Assets.

8.9. No Brokers. Seller has not engaged, and is not responsible for any payment to, any finder, broker, or consultant in connection with the transactions contemplated

by this Agreement. No broker or other person claiming through Seller or any affiliate of Seller has or will have any right to any payment or to create or maintain any Encumbrance on any Purchased Asset.

8.10. FCC Transfer. Seller has not taken any action or omitted taking any action that would hamper, delay or prevent the transfer of the License to Buyer. Seller will not knowingly take or omit from taking any action that would materially hamper, delay or prevent the transfer of the License to Buyer.

8.11. Tower Lease.

- (a) The Tower Lease is as attached in **Exhibit 1.2**;
- (b) There have been no amendments to the Tower Lease
- (c) The Tower Lease is in full force and effect;
- (d) No rights of the lessee under the Tower Lease have been waived; and
- (e) Except as will not result in liability of Buyer under the Tower Lease for any obligation under the Tower Lease arising or existing on or before the Closing Date, all of the lessee's obligations under the Tower Lease have been fully and timely performed.

8.12. Condition of Tangible Personal Property. Except as expressly warranted in this Agreement, Seller makes no warranties with respect to the Tangible Personal property and will sell the Tangible Personal Property AS-IS, WHERE IS.

9. Buyer's Representations and Warranties. Buyer represents and warrants to Seller the following things.

9.1. Organization and Standing. Buyer is a limited liability company duly organized and in good standing under the laws of the State of Michigan, and Buyer has all the requisite power and authority to own its properties and to contact its business as it is now being conducted.

9.2. Authorization. Buyer has taken all necessary action (a) to duly approve the execution, delivery, and performance of this Agreement and the Related Agreements and (b) subject to prior FCC approval, to consummate any related transactions. Buyer has duly executed and delivered this Agreement. This Agreement is, and the Related Agreements when executed and delivered by the parties will be, legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium, or similar laws relating to the enforcement of creditor's rights and by general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

9.3. Insolvency. There is no pending or threatened insolvency proceeding of any character, including, but not limited to, bankruptcy; receivership; reorganization; composition; or arrangement with creditors; whether any of the foregoing is or was voluntary or involuntary, and that will or has affected Buyer. Buyer has not taken any action in contemplation of, or that would constitute that basis for, the institution of any such insolvency proceedings.

- 9.4. FCC Qualification. Buyer is financially and legally qualified under the Communications Act and the rules, regulations, and policies of the FCC to receive an assignment of the License from Seller.
- 9.5. FCC Transfer. Buyer has not taken any action or omitted taking any action that would hamper, delay or prevent the transfer of the License to Buyer. Buyer will not knowingly take or omit from taking any action that would materially hamper, delay or prevent the transfer of the License to Buyer.
- 9.6. No Brokers. Buyer has not engaged, and is not responsible for any payment to, and finder, broker, or consultant in connection with the transactions contemplated by this Agreement.
10. Indemnification.
- 10.1. Indemnification by Seller. Seller will defend, indemnify, and hold harmless Buyer and its equityholders, managers, officers, successors, and assigns from and against any and all costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees) in connection with or resulting from:
- (a) Any debts, liabilities, and obligations of Seller, whether accrued, absolute, contingent, known, or unknown, or otherwise, but excluding any Assumed Liabilities.
 - (b) Any material inaccuracy in any representation or breach of any warranty of Seller contained in this Agreement or any Related Agreement.
 - (c) Any failure by Seller to perform or observe in full, or to have performed or observed in full, any material covenant, agreement, or condition to be performed or observed by Seller under this Agreement or any Related Agreement.
- 10.2. Indemnification by Buyer. Buyer shall defend, indemnify, and hold harmless Seller its equityholders, managers, officers, successors, and assigns from and against any and all costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees) in connection with or resulting from:
- (a) Any debts, liabilities, and obligations of Buyer, whether accrued, absolute, contingent, known, unknown, or otherwise.
 - (b) Any inaccuracy in any representation or breach of any warranty of Buyer contained in this Agreement or any Related Agreement.
 - (c) Any failure by Buyer to perform or observe in full, or to have performed or observed in full, any covenant, agreement, or condition to be performed or observed by the Buyer under this Agreement or any Related Agreement.
- 10.3. Survival. The indemnification obligations in this Section 10 will survive the Closing and continue indefinitely thereafter.
- 10.4. Remedies Cumulative. The remedies provided in this Section 10 are cumulative and shall not prevent the assertion by Buyer or Seller of any other rights or the seeking of any other remedies against Buyer or Seller.

11. Expenses. Each of the parties shall pay all of the costs that it incurs incident to the preparation, execution, and delivery of this Agreement and the performance of any related obligations, whether or not the transactions contemplated by this Agreement are consummated.
12. Risk of Loss. The risk of loss or damage to the Purchased Assets shall be on Seller at all times up to the Closing, and it shall be the responsibility of Seller to repair, cause to be repaired, restore or replace the Purchased Assets with comparable replacement equipment prior to Closing.
13. Termination.
 - 13.1. This Agreement may be terminated at any time before the Closing Date as follows.
 - (a) By Buyer and Seller in a written instrument;
 - (b) By either Buyer or Seller if the Closing does not occur on or before October 5, 2009, provided that the terminating party has not, in violation of this Agreement, materially caused, effected, or procured the delay of the Closing (in which case the date above with respect to the other party's termination right will be extended by one day for every day that the Closing is so delayed by the delaying party);
 - (c) By Buyer or Seller if the other party has breached any of its representations or warranties set forth in this Agreement and the breach by its nature cannot be cured before the Closing; or
 - (d) By Buyer or Seller if the other has defaulted under any covenant or agreement in this Agreement and such default is not cured within 10 business days after the defaulting party receives notice of the default from the other party.
 - 13.2. Survival. If this Agreement is terminated, it will become void and have no effect, except that the provisions of Sections 13.2, 14.2, 14.5, 14.7 will survive indefinitely any termination and neither party will be relieved or released from any liabilities or damages arising out of the party's breach of any provision of this Agreement.
14. Miscellaneous Provisions.
 - 14.1. Representations and Warranties. All representations, warranties, and agreements made by the parties under to this Agreement will survive the consummation of the transactions contemplated by this Agreement without limitation as to time.
 - 14.2. Notices. Any notice required or permitted to be given under this Agreement must be in writing and will be deemed effective (a) if given by personal delivery, upon such persona delivery or (b) if given by nationally-recognized courier or mail service (in either case that has realtime or near-realtime tracking), at the time that the notice is delivered to the receiver's premises according to the tracking records of the courier or mail service. The addresses for notice for each party are those stated below. Either party may change its address for notice by notice to the other Party.

If to Seller, to:

Horizon Christian Fellowship
5331 Mt. Alifan Dr.
San Diego, CA 92111
Attn: Lance Emma

With a copy (*which shall not constitute notice*) to:

Fletcher Heald & Hildreth, PLC
1300 N. 17th Street, Suite 1100
Arlington, VA 22209
Telephone: 703-812-0400
Fax: 703-812-0486
Attention: Harry C. Martin, Esq.

If to Buyer, to:

Packer Radio WION, LLC
1150 Haynor Road
Ionia, Michigan 48846
Telephone: 616-527-9466
Fax: 616-775-5908
Attention: James C. Angus

With a copy (*which shall not constitute notice*) to:

Dykema Gossett PLLC
38577 Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304
Telephone: 248-203-0895
Fax: 248-203-0763
Attention: Stephen L. Tupper, Esq.

- 14.3. Assignment. Neither party may assign any right or obligation under this Agreement without the prior written consent of the other, except that Buyer may assign its rights and obligations under this Agreement to an affiliated person, provided that such affiliated person has a financing commitment that is the same as, or substantially similar to, the financing commitment contemplated by this Agreement.
- 14.4. Parties In Interest. This Agreement shall inure to the benefit of, and be binding on, the named parties and their respective successors and permitted assigns, but not any other person.
- 14.5. Choice of Law. This Agreement shall be governed, construed, and enforced in accordance with the internal laws of the State of Michigan, without regard to its conflict of laws rules.

- 14.6. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each counterpart were on the same instrument.
- 14.7. Attorney Fees and Other Costs. Except as otherwise specifically provided in this Agreement, each party to any action or legal or other proceeding brought with respect to a dispute arising out of, or relating to, this Agreement shall pay its own fees and disbursements of its attorneys, accountants, and expert witnesses in connection with any such mediation or any action or legal or other proceeding brought in accordance with the provisions hereof.
- 14.8. Entire Agreement. This Agreement and all related documents, schedules, exhibits, or certificates represent the entire understanding and agreement between the parties with respect to the subject matter and supersede all prior or contemporaneous agreements or negotiations between the parties. This Agreement may be amended, supplemented, or changed only by an agreement in writing that makes specific reference to this Agreement or the agreement delivered pursuant to it and that is signed by the party against whom enforcement of any such amendment, supplement, or modification is sought.

[Signatures appear on the next page.]

The parties have executed this Agreement on the date set forth on the first page of this Agreement.

SELLER

Horizon Christian Fellowship,
a California nonprofit corporation

By: 
Michael Macintosh
Its: President

BUYER

Packer Radio WION, LLC
a Michigan limited liability company

By: _____
James C. Angus
Its: Manager

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

The parties have executed this Agreement on the date set forth on the first page of this Agreement.

SELLER

Horizon Christian Fellowship,
a California nonprofit corporation

By: _____
Michael Macintosh
Its: President

BUYER

Packer Radio WION, LLC
a Michigan limited liability company

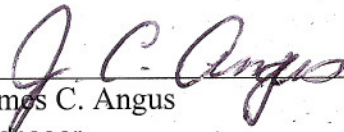
By:  _____
James C. Angus
Its: Manager

Exhibit 1.2
The Tower Lease

See attached.

Schedule 1.3

The Tangible Personal Property is as follows. "List prices" are to be ignored.

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| 1 | Electronics Research Inc. 100-1(F) One Bay Low Power Circularly Polarized FM Antenna.
Power gain = 0.4150. List Price =\$1380.00 each |
| 1 | Scala CL-FMRX/HRM50 Broadband FM monitoring log-periodic 50 ohm. List Price =\$699.00 each |
| 160 | Andrew LDF4-50A 1/2" foam dielectric coax. List Price =\$2.33 each |
| 4 | Andrew L4TNM-PS N male connector for LDF4-50A. List Price =\$23.50 each |
| 1 | Andrew 1/2foaminstall Factory attach connector, first off reel. List Price =\$20.00 each |
| 1 | Andrew L4SGRIP Hoisting grip for 1/2" coax. List Price =\$23.03 each |
| 5 | Andrew 43211A Non-insulated hanger kits of 10, for 1/2" coax. List Price =\$17.39 each |
| 5 | Andrew 252130 Universal angle adapter with inserts for 3/8" hardware or for use with snap/stack hangers. Package of 10. List Price =\$38.43 each |
| 3 | Andrew SGL4-06B2 Sure ground kit for 1/2" coax. List Price =\$17.15 each |
| 1 | Crown FM100T 100 Watt FM Transmitter w/ integrated audio processor and stereo generator. List Price =\$5795.00 each |
| 1 | Fanfare Electronics FT-1AP(T) FM receiver with adjustable composite output, balanced audio output and adjustable carrier level sensing. Specify 50 ohm N antenna connector when ordering, if needed. List Price =\$1645.00 each |
| 1 | Fanfare Electronics FT1AP-N-CON 50 ohm N female connector option for above receiver. List Price =\$75.00 each |
| 1 | Fanfare Electronics FT-HDPH Amplified headphone jack
Accommodating a 1/4" phone jack, this provides a stereo output at 30dB into 8ohm headphones.. List Price =\$100.00 each |

- 1 Middle Atlantic products WRK-24SA-32 24 SPACE (42"), 32" DEEP STAND ALONE RACK WITH REAR DOOR, BLACK FINISH. List Price =\$1016.20 each
- 1 Middle Atlantic products WRK-RR24 24 SPACE (42") WRK ADDITIONAL RAIL KIT. List Price =\$91.06 each
- 1 Middle Atlantic products MW-VT VENTED TOP FOR ANY WRK, MRK, VRK, OR VMRK, BLACK FINISH. List Price =\$51.96 each
- 1 Middle Atlantic products HW100 100 PC. PHILLIPS 10/32 CAPTIVE CUP WASHER RACK SCREWS. List Price =\$28.94 each
- 431 Andrew LDF4-50A 1/2" foam dielectric coax. List Price =\$2.33 each
- 4 Andrew L4TNM-PS N male connector for LDF4-50A. List Price =\$23.50 each
- 1 Andrew 1/2foaminstall Factory attach connector, first off reel. List Price =\$20.00 each
- 2 Andrew L4SGRIP Hoisting grip for 1/2" coax. List Price =\$23.03 each
- 13 Andrew 43211A Non-insulated hanger kits of 10, for 1/2" coax. List Price =\$17.39 each
- 13 Andrew 31768A Angle Member Adapter Kit (SS) (10). List Price =\$47.06 each
- 5 Andrew SGL4-06B2 Sure ground kit for 1/2" coax. List Price =\$17.15 each
- 1 Andrew 40417 Nylon Cable Tie 1/4"" & 1/2"" Cable (Kit of 50). List Price =\$15.30 each
- 2 Andrew 10804-11 N female barrell connector. Female each end. List Price =\$19.75 each
- 2 Andrew CA-TNRNF N male to N female elbow. List Price =\$24.17 each
- 2 Andrew F4A-PNMNM-3 1/2" Sure-Flex three foot jumper assembly. N male connectors each end. List Price =\$68.32 each
- 1 Eaton Powerware PW5125 1500 RM 1440 VA/1340 Watt rack mount UPS. Series 5 protection. List Price =\$782.88 each
- 1 Furman M-8 Rack Mount AC Power Distribution, Eight Rear Outlets, MOV Protected, One RU Tall. List Price =\$69.00 each
- 2 Rapco NJ-6 Six foot standard mic cable with Neutrix XLR connectors. List Price =\$16.75 each
- 1 Rapco BNC58-3 3 foot RG 58 cable with BNC male each end. List Price =\$15.49 each
- 2 Andrew CM-60S-B Chain mount base kit. List Price =\$275.60 each
- 1 Wireless Solutions WSHS285 2-3/8" X 7' mast. List Price =\$29.20 each
- 1 Andrew MT-648 2-3/8" X 2 'mast. List Price =\$19.20 each

Schedule 2

Assumed Liabilities

Obligations of Seller under the Tower Lease arising after, and prorated from, the date upon which this Agreement requires Buyer to assume the Tower Lease.

There are no other Assumed Liabilities.

Schedule 3.2

Allocation of Purchase Price

Class III Assets

Furniture and Equipment	\$ 4,000
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Class IV Assets

FCC License and other intangibles	\$ 1,000
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Total	<hr/>	\$ 5,000
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Schedule 8.3

Required Consents

1. FCC consent to Assignment Application
2. Landlord consent to assignment of tower lease

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