

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made effective as of October 12, 2016, among R & R Radio Corporation, a California corporation dba KPSI Radio ("Seller"), Desert Broadcasters LLC, a California limited liability company ("Buyer"), and Mr. Garry Wing ("Guarantor").

Recitals

Seller owns and operates the following radio broadcast stations (collectively, the "Stations") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"):

KPSI(AM), 920 kHz, Palm Springs, California (Facility ID No. 67355) ("KPSI")

KWXY(AM), 1340 kHz, Cathedral City, California (Facility ID No. 24252) ("KWXY")

Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station Assets (defined below).

Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1: SALE AND PURCHASE

1.1 Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to the following assets, properties, interests and rights of Seller, real and personal, tangible and intangible, except the Excluded Assets (defined below) (the "Station Assets"):

(a) all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Stations (the "FCC Licenses"), including, without limitation, those described on *Schedule 1.1(a)*, including any renewals or modifications thereof between the date hereof and Closing (defined below);

(b) all of Seller's equipment, transmitters, antennas, cables, towers, vehicles, furniture, fixtures, spare parts and other tangible personal property of every kind and description that are used or held for use in the operation of the Stations (the "Tangible Personal Property"), including, without limitation, those items listed on *Schedule 1.1(b)*;

(c) all real property used or held for use in the operation of the Stations (including any appurtenant easements and improvements located thereon), including, without limitation, those listed on *Schedule 1.1(c)* (the “Real Property”);

(d) all contracts, agreements and leases that are used in the operation of the Stations and listed on *Schedule 1.1(d)* (the “Station Contracts”);

(e) all of Seller’s rights in and to the Stations’ call letters and Seller’s rights in and to the trademarks, trade names, service marks, copyrights, domain names, websites, web content, computer software, programs and programming material, jingles, slogans, logos, Facebook, Twitter and other social media accounts, and other intangible property that is used or held for use in the operation of the Stations, including, without limitation, those listed on *Schedule 1.1(e)* (the “Intangible Property”);

(f) all interests of Seller in all programs and programming materials and elements of whatever form or nature used or held for use in the operation of the Stations, whether recorded on tape or any other substance or intended for live performance, and whether completed or in production, and all related common law and statutory copyrights used or held for use in the operation of the Stations;

(g) Seller’s rights in and to all the files, documents, records, and books of account (or copies thereof) relating to the operation of the Stations, including the local public files, programming information and studies, blueprints, technical information and engineering data, advertising studies, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and logs; and

(h) all claims (including warranty claims), deposits, prepaid expenses, and Seller’s goodwill in the Station Assets.

1.2 Liens. The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances (“Liens”) except for (a) the Assumed Obligations (defined below), (b) statutory liens for taxes not yet due and payable and (c) with respect to the Owned Real Property (defined below), those easements, reservations and restrictions now of record which (i) are listed on *Schedule 1.1(c)* or (ii) do not in any material respect impair or affect the value of the property subject thereto or impair the use thereof in the business and operation of the Stations. Items (a), (b) and (c) above are collectively referred to herein as the “Permitted Encumbrances.”

1.3 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include (a) Seller’s cash and cash equivalents; (b) Seller’s insurance policies; (c) Seller’s employees and employee benefit plans; (d) the Stations’ accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided prior to the Effective Time (defined below) or otherwise arising during or attributable to any period prior to the Effective Time (the “A/R”); (e) Seller’s corporate names; and (f) Seller’s studio site located at 2100 E. Tahquitz Canyon Way, Palm Springs, California 92262 (“Studio”) (collectively, the “Excluded Assets”). Notwithstanding the exclusion of the Studio, the Station Assets shall

include all equipment and tangible personal property located at the Studio that is used or held for use in the operation of the Stations.

1.4 Assumed Obligations. On the Closing Date, Buyer shall assume the obligations of Seller arising after Closing under the Station Contracts (the “Assumed Obligations”). Except for the Assumed Obligations, Buyer does not assume and will not be deemed by execution and delivery of this Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed, any liabilities, obligations or commitments of Seller of any kind, whether or not disclosed to Buyer, including, without limitation, any liability, obligation or commitment of Seller under any contracts not included in the Station Contracts (the “Retained Liabilities”).

1.5 Purchase Price. The purchase price to be paid for the Station Assets shall be Three Hundred Seventy-Five Thousand Dollars (\$375,000) (the “Purchase Price”). The Purchase Price shall be paid at Closing in cash in immediately available funds pursuant to the written instructions of Seller to be delivered by Seller to Buyer at least three (3) business days prior to Closing, which amount shall be increased or decreased by the proration amount referred to in Section 1.7 below.

1.6 Deposit. Prior to filing the FCC Application (defined below), Buyer shall deposit the sum of Thirty-Seven Thousand Five Hundred Dollars (\$37,500) (the “Deposit”) with Chicago Title Insurance Company (the “Escrow Agent”) pursuant to mutually acceptable escrow instructions or other documentation executed by Buyer, Seller and the Escrow Agent simultaneously with or prior to such deposit. At Closing, the Deposit shall be disbursed to Seller and applied to the Purchase Price (and any interest accrued thereon shall be disbursed to Buyer). If this Agreement is terminated by Seller pursuant to Section 10.1(c), then the Deposit shall be disbursed to Seller as liquidated damages and the sole and exclusive remedy of Seller. Seller hereby waives all other legal and equitable remedies it may otherwise have as a result of any breach or default by Buyer under this Agreement. If this Agreement is terminated for any other reason, the Deposit and any interest accrued thereon shall be disbursed to Buyer. The parties shall each instruct the Escrow Agent to disburse the Deposit and all interest accrued thereon to the party or parties entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement.

1.7 Prorations and Adjustments.

(a) All prepaid and deferred income and expenses relating to the Station Assets and arising from the operation of the Stations shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles (“GAAP”) as of 11:59 p.m. local time on the day immediately preceding the Closing Date (the “Effective Time”).

(b) Such prorations shall include, without limitation, all ad valorem, real estate and other property taxes (except transfer taxes as provided by Section 11.1), FCC regulatory fees, music and other license fees, utility expenses, rent and other

amounts under Station Contracts and similar prepaid and deferred items. Seller shall receive a credit for all of the Stations' deposits included in the Station Assets. Sales commissions related to the sale of advertisements broadcast on the Stations prior to Closing shall be the responsibility of Seller, and sales commissions related to the sale of advertisements broadcast on the Stations after Closing shall be the responsibility of Buyer. Prorations and adjustments shall be made no later than ninety (90) days after Closing; provided, that, to the extent not known, FCC regulatory fees, real estate and personal property taxes shall be apportioned on the basis of FCC regulatory fees, taxes assessed for the preceding year, with a reapportionment as soon as the new FCC regulatory fees, tax rate and valuation can be ascertained even if such is ascertained after the prorations and adjustments so determined.

(c) Notwithstanding anything to the contrary contained herein, there shall be no adjustment for, and Seller shall remain solely liable for, any contracts or agreements not included in the Assumed Obligations.

1.8 Allocation. Prior to Closing, Buyer and Seller shall allocate the Purchase Price in accordance with the respective fair market values of the Station Assets being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). The allocation shall be determined by mutual agreement of the parties. Buyer and Seller each further agrees to file its federal income tax returns and its other tax returns reflecting such allocation as and when required under the Code.

1.9 Closing. The consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the "Closing") shall take place within ten (10) business days after the date that the FCC Consent (defined below) either (at Buyer's option) is initially granted or becomes Final (defined below), in any case subject to the satisfaction or waiver of the conditions required to be satisfied or waived pursuant to Articles 6 or 7 below (other than those requiring a delivery of a certificate or other document, or the taking of other action, at Closing). The date on which Closing is to occur is referred to herein as the "Closing Date."

1.10 FCC Consent.

(a) No later than five business days after the date of this Agreement, but subject to prior funding of the Deposit, Buyer and Seller shall file an application (the "FCC Application") requesting FCC consent to the assignment of the FCC Licenses from Seller to Buyer (the "FCC Consent"). Seller and Buyer shall diligently prosecute the FCC Application. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall furnish all information required by the FCC. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

(b) Seller shall, at its expense, timely take any action requested by the FCC with respect to any pending FCC enforcement or other matters related to the Stations, including, without limitation, entering into a tolling agreement, establishing an escrow or making other arrangements satisfactory to the FCC.

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as follows:

2.1 **Organization.** Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in each jurisdiction in which the Station Assets are located. Seller has the requisite power and authority to own and operate the Stations, to carry on the Stations' business as now conducted by it, and to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

2.2 **Authorization.** The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Seller (the "**Seller Authorization**") and do not require any further authorization or consent of Seller. This Agreement and the documents to be made pursuant hereto are, or will be when executed, legal, valid and binding agreements of Seller enforceable in accordance with their respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3 **No Conflict.** The execution, delivery and performance by Seller of this Agreement and the documents to be made pursuant hereto do not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject, and do not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent, and except for counter-party consent to assign those Station Contracts designated on *Schedule 1.1(d)*.

2.4 **FCC Licenses.**

(a) Seller holds the FCC Licenses listed and described on *Schedule 1.1(a)*. Such FCC Licenses constitute all of the authorizations required under the Communications Act of 1934, as amended (the "**Communications Act**"), or the rules, regulations and policies of the FCC for the present operation of the Stations. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. The FCC Licenses are not subject to any condition, except for those conditions that appear on the face of the FCC Licenses and those conditions applicable to radio broadcast licenses generally. There is not pending or, to Seller's knowledge, threatened any action by or before the FCC to revoke, suspend, cancel, rescind or modify any of the FCC Licenses (other than proceedings relating to

FCC rules of general applicability), and there is no order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint pending or, to Seller's knowledge, threatened against Seller or the Stations by or before the FCC. Seller and the Stations are in compliance in all material respects with the FCC Licenses, the Communications Act and the rules, regulations and policies of the FCC. The Stations went silent pursuant to Special Temporary Authority on August 12, 2016. Prior to going silent on August 12, 2016, each Station was operating at full power in accordance with its FCC-licensed parameters, and there was no material interference to either Station's signal. No application has been filed in the first or second FM translator modification application windows for AM stations (each, a "Modification Window") listing KPSI or KWCY as the primary AM station for an FM translator station.

(b) Seller and the Station Assets are in compliance in all material respects with all rules and regulations of the Federal Aviation Administration applicable to the Stations. All reports and filings required to be filed with, and all regulatory fees required to be paid to, the FCC by Seller with respect to the Stations (including, without limitation, all required equal employment opportunity reports) have been timely filed and paid. All such reports and filings are accurate and complete. Seller maintains public files for the Stations as required by FCC rules.

(c) The operation of the Stations does not expose workers or others to levels of radio frequency radiation in excess of the "Radio Frequency Protection Guides" recommended in "American National Standard Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields 3 kHz to 300 GHz" (ANSI/IEEE C95.1-1992), issued by the American National Standards Institute, and renewal of the FCC Licenses would not constitute a "major action" within the meaning of Section 1.1301, *et seq.*, of the FCC's rules.

2.5 Taxes. Seller has filed all foreign, federal, state, county and local income, excise, property, sales, use, franchise, employment and other tax returns and reports which are required to have been filed by it under applicable law in connection with the Stations' business, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

2.6 Personal Property. *Schedule 1.1(b)* contains a list of all material items of Tangible Personal Property included in the Station Assets. Each item of Tangible Personal Property is in good operating condition and repair (ordinary wear and tear excepted), is free from material defect or damage, is functioning in the manner and purposes for which it was intended and has been maintained in accordance with industry standards.

2.7 Real Property. *Schedule 1.1(c)* contains a description of all Real Property. Subject to the matters disclosed on *Schedule 1.1(c)*, Seller owns fee simple title to the Real Property identified as owned on *Schedule 1.1(c)* (the "Owned Real Property") free and clear of Liens other than Permitted Encumbrances. *Schedule 1.1(c)* includes a description of any lease or similar agreement under which Seller is lessee or licensee of, or holds, uses or operates, any Real Property (the "Real Property Leases"). The Owned

Real Property includes, and the Real Property Leases provide, full legal and practical access to the Stations' facilities to and from dedicated public roads without need to obtain any other access rights. No part of any Real Property is subject to any pending or, to Seller's knowledge, threatened suit for condemnation or other taking by any public authority. All buildings and other improvements included in the Real Property are in good operating condition and repair (ordinary wear and tear excepted) and free from material defect or damage and comply with applicable zoning, health and safety laws and codes. The Stations' towers, guy wires and anchors, ground systems and other facilities and improvements do not encroach upon any adjacent premises, and no facilities from adjacent premises encroach upon the Stations' properties. Seller has delivered to Buyer true and complete copies of all deeds, title insurance policies, title insurance commitments and surveys in its possession that are applicable to the Real Property. Except as set forth on *Schedule 1.1(c)*, Seller has not granted any oral or written right to any person to lease, sublease, license or otherwise occupy any of the Owned Real Property.

2.8 Contracts. Except as set forth on *Schedule 1.1(d)*, (a) each of the Station Contracts (including, without limitation, each Real Property Lease) is in effect and is binding upon Seller and, to Seller's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally); (b) Seller has performed its obligations under each of the Station Contracts in all material respects, and is not in material default thereunder, and to Seller's knowledge, no other party to any of the Station Contracts is in default thereunder in any material respect; (c) there are no Station Contracts between Seller and any affiliate of Seller; and (d) Seller has delivered to Buyer true and complete copies of each Station Contract (including each Real Property Lease), together with all amendments thereto.

2.9 Environmental. To Seller's knowledge, no hazardous or toxic substance or waste (including, without limitation, petroleum products) or other material regulated under any applicable environmental, health or safety law is located or has been generated, stored, transported or released on, in, from or to the Real Property or the Station Assets. Seller has complied and is in compliance in all material respects with all environmental, health and safety laws applicable to the Stations or the Station Assets. Seller has not received in respect of the Stations or Station Assets any notice or claim to the effect that it is or may be liable under any environmental, health or safety law. To Seller's knowledge, neither the Stations nor any Station Assets are the subject of any investigation by any governmental authority with respect to a violation of any environmental, health or safety law. Seller has delivered to Buyer true and complete copies of all environmental reports and assessments in its possession that are applicable to the Real Property or the Stations.

2.10 Intangible Property. Seller has all right, title and interest in and to all trademarks, service marks, trade names, copyrights and all other intangible property necessary to the conduct of the Stations prior to August 12, 2016, all of which is included in the Station Assets. *Schedule 1.1(e)* contains a description of all material Intangible Property. Seller's use of the Intangible Property does not infringe upon any third party rights, and Seller has received no notice of any claim that any Intangible Property or the

use thereof conflicts with, or infringes upon, any rights of any third party (and there is no basis for any such claim of conflict). No Intangible Property is the subject of any pending, or, to Seller's knowledge, threatened legal proceedings claiming infringement or unauthorized use. The Stations have the exclusive right to use the Intangible Property. No Station programming or other material used or broadcast by the Stations infringes upon any copyright, patent or trademark of any other party.

2.11 Employees. There are no employment agreements included in the Station Contracts. Seller is not party to any collective bargaining, union or similar agreement with respect to the employees of Seller at the Stations, and no union represents or claims to represent or is attempting to organize such employees.

2.12 Station Assets. Except for the Excluded Assets, the Station Assets constitute all the assets used or held for use in the operation of the Stations prior to August 12, 2016. The Station Assets are sufficient to permit Buyer to operate the Stations as operated by Seller prior to August 12, 2016. Subject to the matters disclosed on *Schedule 1.1(c)*, Seller has good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Encumbrances. At Closing, Seller will transfer to Buyer good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Encumbrances. Seller maintains sufficient insurance policies with respect to the Stations and the Station Assets and will maintain such policies in full force and effect until Closing.

2.13 Compliance with Law. Seller has complied and is in compliance with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the Stations or the Station Assets. Except as set forth on *Schedule 1.1(c)*, there is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Stations or the Station Assets. To Seller's knowledge, there are no complaints, claims or investigations pending or threatened against Seller in respect of the Stations or the Station Assets. Seller has all permits, licenses and other governmental authorizations necessary to conduct the business and operation of the Stations as currently conducted by it.

2.14 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf. Payment of any broker engaged by Seller shall be Seller's sole cost and expense.

2.15 Disclosure. This Agreement and the documents made pursuant hereto do not and will not contain any untrue statement of material fact or omit to state a material fact required to be made in order to make the statements herein and therein not misleading in light of the circumstances in which they are made.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows:

3.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and if such qualification is necessary, is (or will be at Closing) qualified to do business in each jurisdiction in which the Station Assets are located. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

3.2 Authority. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Buyer (the "Buyer Authorization") and will not at Closing require any further authorization or consent of Buyer. This Agreement and the documents to be made pursuant hereto are, or will be when executed, legal, valid and binding agreements of Buyer enforceable in accordance with their respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3 No Conflicts. The execution, delivery and performance by Buyer of this Agreement and the documents to be made pursuant hereto do not conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, and do not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority that has not been obtained or will not be obtained prior to Closing, except the FCC Consent.

3.4 Qualification. Buyer is qualified to hold the FCC Licenses under the Communications Act and the rules, regulations and policies of the FCC as they exist on the date of this Agreement.

3.5 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer's behalf.

ARTICLE 4: SELLER COVENANTS

4.1 Covenants. Seller and Buyer acknowledge that, as of the date of this Agreement, the Stations are silent pursuant to Special Temporary Authority to Remain Silent granted by the FCC on August 12, 2016, and therefore are not operating in the ordinary course of business. Notwithstanding the foregoing, to maintain the Stations and the Station Assets prior to the Closing, from the date hereof until Closing, Seller shall:

(a) comply with the terms of the FCC Licenses and comply in all material respects with the Communications Act, FCC rules, regulations and policies, and

all other applicable laws, rules and regulations, and maintain the FCC Licenses in full force and effect, and timely file and diligently prosecute any necessary applications for renewal of the Special Temporary Authority to Remain Silent;

(b) keep all Tangible Personal Property and Real Property in good operating condition (ordinary wear and tear excepted) and repair and maintain adequate and usual supplies, spare parts and other materials as have been customarily maintained in the past, and otherwise preserve intact the Station Assets and maintain in effect its current insurance policies with respect to the Stations and the Station Assets;

(c) at the request of Buyer, from time to time give Buyer access during normal business hours to all of the Stations' employees, facilities, properties, accounts, books, deeds, title papers, insurance policies, licenses, agreements, contracts, commitments, records and files, equipment, machinery, fixtures, furniture, vehicles and all other Station Assets, and provide Buyer all other information concerning the Stations as Buyer may reasonably request;

(d) pay accounts payable in the ordinary course of business consistent with past practice;

(e) not, without the prior written consent of Buyer:

(i) sell, lease or otherwise dispose of any Station Assets except for non-material dispositions in the ordinary course of business of items which are replaced by assets of comparable or superior kind, condition and value;

(ii) create, assume or permit to exist any Liens on the Station Assets, and not dissolve, liquidate, merge or consolidate with any other entity, except for Permitted Encumbrances;

(iii) modify any of the FCC Licenses; or

(iv) amend or terminate any of the Station Contracts, or enter into any contract, lease or agreement with respect to the Stations except for ordinary course cash time sales agreements and any other agreements entered into in the ordinary course of business that will be paid and performed in full before Closing.

4.2 Repairs. Prior to Closing, Seller shall complete the repairs identified on *Schedule 1.1(b)* (the "Repairs").

ARTICLE 5: JOINT COVENANTS

5.1 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except on a confidential basis to the parties' attorneys, accountants, investment bankers, investors and

lenders, and their respective attorneys for the purpose of consummating the transaction contemplated by this Agreement.

5.2 Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement and the terms hereof will be filed with the FCC Application and thereby become public.

5.3 Control. Consistent with FCC rules, control, supervision and direction of the operation of the Stations prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses.

5.4 Risk of Loss. The risk of loss of or damage to any of the Station Assets shall remain with Seller at all times until 12:01 a.m. local time on the day of Closing, and prior to Closing, Seller shall repair and replace any lost or damaged Station Assets.

5.5 Translator Station. Buyer and Seller shall each use their best efforts to identify an eligible and FCC rule-compliant FM translator station to rebroadcast the signal of one or both of the Stations, as designed by Buyer (the "Translator Station"), as promptly as practicable. At Buyer's request, Seller shall provide its written consent to the filing of an application or applications at the FCC related to the Translator Station, including without limitation modification and assignment applications listing a Station as the primary AM station to be rebroadcast (collectively, the "Translator Applications"). Seller acknowledges and agrees that the second Modification Window closes on October 31, 2016, and that an AM station may be listed as the primary station on only one application filed in the Modification Windows. Seller shall use commercially reasonable efforts to assist and cooperate with Buyer in doing all things necessary, proper or advisable to secure a Translator Station authorized by the FCC to rebroadcast the signal of at least one of the Stations as designated by Buyer.

5.6 Consents. Prior to Closing, Seller shall obtain the Required Consents (defined below) and the Required Estoppel Certificates (defined below), each in a form reasonably acceptable to Buyer. In addition, Seller shall use commercially reasonable efforts to obtain the other consents (in a form reasonably acceptable to Buyer) noted on *Schedule 1.1(c)*. To the extent that any Station Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed at Closing pursuant hereto shall not constitute an assignment thereof, but to the extent permitted by law shall constitute an equitable assignment by Seller and assumption by Buyer of Seller's rights and obligations under the applicable Station Contract, with Seller making available to Buyer the benefits thereof and Buyer performing, at Buyer's expense, the obligations thereunder on Seller's behalf; provided, however, that *Schedule 1.1(c)* identify those consents the receipt of which is a condition precedent to Buyer's obligation to close under this Agreement (the "Required Consents") and *Schedule 1.1(c)* identifies those estoppel certificates the receipt of which

is a condition precedent to Buyer's obligation to close under this Agreement (the "Required Estoppel Certificates").

5.7 Employees. Buyer is not obligated to offer employment to any employee of Seller or the Stations. With respect to employees of the Stations, Seller shall be responsible for and pay all compensation and benefits, including any severance payments that may due to such employees (in accordance with Seller's employment terms). All such liabilities and obligations shall be Retained Liabilities.

5.8 Environmental. With respect to the Owned Real Property, prior to Closing, Buyer may, at its expense, engage environmental consultants to conduct one or more environmental reviews (each an "Assessment"). Seller shall provide access for each Assessment upon reasonable prior notice. If any Assessment identifies a condition requiring remediation under environmental, health or safety laws or a recommendation for further testing or current remediation, then Seller shall complete such testing or remediation at its expense prior to Closing; provided that, in the event that the estimated cost of such testing or remediation exceeds \$15,000, then Seller may cancel this Agreement in lieu of completing the testing or remediation.

5.9 Real Property. Seller shall take the actions with respect to the KPSI Owned Real Property set forth on *Schedule 1.1(c)*. In addition, Buyer may, at its expense, obtain customary title commitments and surveys with respect to the Real Property. Seller shall cooperate with any reasonable requests by the title company and shall provide access for such surveys upon reasonable prior notice. If any title commitment or survey discloses an encroachment, or a Lien that is not a Permitted Encumbrance, or a lack of full legal and practical access to the Real Property from a dedicated public road, then Seller shall remove such encroachment or Lien and provide for such access to the Real Property to Buyer's satisfaction prior to Closing; provided that, in the event that the estimated cost of such work exceeds \$15,000, then Seller may cancel this Agreement in lieu of completing the work.

5.10 Inspection. Buyer may, at its expense, hire an independent, qualified engineering firm to conduct an inspection of the Station Assets and the Stations' tower and transmitter facilities prior to Closing (the "Consultant Inspection"). If such Consultant Inspection recommends a repair or remediation, then Seller shall complete such repair or remediation at its expense prior to Closing; provided that, in the event that the estimated cost of such repair or remediation exceeds \$15,000, then Seller may cancel this Agreement in lieu of completing the repair or remediation. If the repair or remediation is material, then Buyer may terminate this Agreement upon written notice to Seller.

5.11 Final Order.

(a) For purposes of this Agreement, the term "Final" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for

rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

(b) In the event Buyer waives in writing the condition under Section 7.3 and the Closing occurs prior to a Final FCC Consent, and prior to becoming Final the FCC Consent is reversed or otherwise set aside, and there is an order of the FCC (or court of competent jurisdiction) requiring the re-assignment of the FCC Licenses to Seller, then the purchase and sale of the Station Assets shall be rescinded. In such event, Buyer shall reconvey to Seller the Station Assets, and Seller shall repay to Buyer the Purchase Price and reassume the Assumed Obligations.

(c) Any such rescission shall be consummated on a mutually agreeable date within thirty (30) days of such order (or, if earlier, within the time required by such order). In connection therewith, Buyer and Seller shall each execute such documents (including execution by Buyer of instruments of conveyance of the Station Assets to Seller and execution by Seller of instruments of assumption of the Assumed Obligations) and make such payments (including repayment by Seller to Buyer of the Purchase Price) as are necessary to give effect to such rescission.

5.12 Studio Relocation. The Seller's Studio is an Excluded Asset. Following the initial grant of the FCC Consent, and subject to Seller's supervision and control, Seller shall provide Buyer with access to the Studio during normal business hours to enable Buyer to remove and relocate any equipment and tangible personal property included in the Station Assets to the building at 68-700 Dinah Shore Drive, Cathedral City, California, which is included in the Owned Real Property (the "New Studio"), provided that, (i) Buyer shall pay all costs associated with the relocation of such equipment and tangible personal property to the New Studio, (ii) Seller shall provide to Buyer the right to access and use the New Studio and the equipment and tangible personal property to the extent necessary in connection with the relocation and to assist with the commencement of the Stations' operations from the New Studio, and (iii) in the event that the Closing does not occur, Buyer shall promptly return all such equipment and tangible personal property to the Studio in the same condition as existed prior to removal by Buyer, ordinary wear and tear excepted. Seller shall use commercially reasonable efforts to assist and cooperate with Buyer in doing all things necessary, proper or advisable to relocate the Stations to the New Studio.

5.13 Call Sign. Prior to Closing, if requested by Buyer, Seller shall file a request with the FCC to change the call sign of one or both Stations, effective upon the Closing, to a call sign designated by Buyer.

5.14 No Shop. From the date hereof until the earlier of Closing or termination of this Agreement, neither Seller nor any affiliate, agent or representative of Seller shall directly or indirectly (a) solicit, initiate or encourage submission or accept any proposal or offer from any person or entity relating to any acquisition or purchase of a Station or any Station Asset (each an "Acquisition Proposal"), or (b) participate in any discussions

or negotiations regarding, furnish to any person or entity any information with respect to, or otherwise assist, facilitate, encourage or participate in or cooperate with, any effort or attempt by any person or entity to make or effect an Acquisition Proposal.

5.15 Commercially Reasonable Efforts to Close. Upon the terms and subject to the conditions contained herein, each of the parties hereto shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other party in doing, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement as expeditiously as practicable and to ensure that the conditions set forth in Articles 6 and 7 are satisfied. For the purposes of Articles 6 and 7 and the termination rights under Section 10.1, no party may rely on the failure of any condition set forth in Article 6 or 7 to be satisfied if such failure was caused by such party's failure to act in good faith or to use its commercially reasonable efforts to cause the Closing to occur to the extent required under this Section 5.14.

ARTICLE 6: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate Closing is subject to satisfaction of the following conditions at or prior to Closing:

6.1 Bringdown. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of Closing, Buyer shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Seller shall have received a certificate dated as of the Closing Date from Buyer (executed by an authorized officer) to the effect that the conditions set forth in this Section 6.1 have been satisfied (the "Buyer Bringdown Certificate").

6.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

6.3 FCC Consent. The FCC Consent shall have been granted.

6.4 Deliveries. Buyer shall have made the deliveries to be made by it at Closing under this Agreement.

ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate Closing is subject to satisfaction of the following conditions at or prior to Closing:

7.1 Bringdown. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of Closing, Seller shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Buyer shall have received a certificate dated as of the Closing Date from Seller (executed by an authorized officer) to the effect that the

conditions set forth in this Section 7.1 have been satisfied (the “Seller Bringdown Certificate”).

7.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

7.3 FCC Consent. The FCC Consent shall have been granted and, unless waived in writing by Buyer in its sole discretion, shall have become Final.

7.4 Deliveries. Seller shall have made the deliveries to be made by it at Closing under this Agreement.

7.5 Change. There shall have been no material adverse change in the business or results of operations of the Stations or the condition of the Station Assets.

7.6 Consents. The Required Consents and Required Estoppel Certificates shall have been obtained.

7.7 Real Property. Title to the Owned Real Property shall be insurable, with a standard form ALTA owner’s policies therefor having been issued in the name of Buyer by a responsible title insurance company licensed to do business in the state in which the subject property is located, insuring fee simple title to the Owned Real Property, without exceptions for matters of survey or any other matter other than Permitted Encumbrances, with the cost of such title insurance to be paid for by Buyer. Seller shall have taken and completed all steps reasonably requested by Buyer to remedy any problems revealed by any Assessment, title commitment, survey or Consultant Inspection. Seller and Buyer shall have received all necessary approvals from local authorities for the transfer of the Real Property to Buyer and for the continued use by Buyer of the Real Property without the requirement of any variances or special use permits, or the payment of any fees or costs except as provided in Section 11.1. Seller shall have taken the actions, and satisfied the conditions, set forth on *Schedule 1.1(c)*.

7.8 Liens. Any Liens that are not Permitted Encumbrances shall have been released or payoff letters agreeing to release said Liens at the Closing shall have been delivered by the lienholders.

7.9 Operation of Stations. Seller and Buyer acknowledge that, as of the date of this Agreement, the Stations are silent pursuant to Special Temporary Authority to Remain Silent granted by the FCC on August 12, 2016, and that, under Seller’s supervision and control, the parties intend for the Stations to be relocated to the New Studio at Buyer’s expense pursuant to Section 5.12. During the five business days immediately preceding what would otherwise be the date on which the Closing would occur, the Stations shall be on the air and operating at the maximum power from the New Studio and using the facilities authorized by the FCC Licenses and not pursuant to any temporary waiver or authority. If Seller elects not to cancel the Agreement, Seller shall have completed the Repairs.

7.10 Translator Station. Buyer shall have secured, to its satisfaction, a Translator Station authorized by the FCC to rebroadcast at least one of the Stations as designated by Buyer.

ARTICLE 8: CLOSING DELIVERIES

8.1 Seller Deliveries. At Closing, Seller shall deliver or cause to be delivered to Buyer:

- (a) a good standing certificate issued by Seller's jurisdiction of formation;
- (b) a certified copy of the Seller Authorization;
- (c) the Seller Bringdown Certificate;
- (d) an Assignment and Assumption of Contracts assigning the Station Contracts to Buyer;
- (e) an Assignment and Assumption of Leases assigning the Real Property Leases to Buyer;
- (f) grant deeds, each in a form reasonably acceptable to Buyer and its title company, conveying the Owned Real Property to Buyer, together with owner affidavits, gap indemnities, FIRPTA affidavits, transfer tax documents and other documents requested by Buyer's title company;
- (g) an Assignment of Marks assigning the Stations' registered marks (if any) to Buyer;
- (h) domain name transfers assigning the Stations' domain names from Seller to Buyer following customary procedures of the domain name administrator;
- (i) endorsed vehicle titles conveying the vehicles (if any) included in the Tangible Personal Property to Buyer;
- (j) a bill of sale conveying the Station Assets to Buyer;
- (k) the Required Consents and Required Estoppel Certificates;
- (l) any other consents to assignment obtained by Seller;
- (n) customary payoff letters and other appropriate documents necessary to release all Liens (except for Permitted Encumbrances) on the Station Assets; and
- (o) any other documents and instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets to Buyer, free and clear of Liens, except for Permitted Encumbrances.

- 8.2 Buyer Deliveries. At Closing, Buyer shall deliver to Seller:
- (a) a good standing certificate issued by Buyer's jurisdiction of formation;
 - (b) the Purchase Price in accordance with the terms of this Agreement;
 - (c) a certified copy of the Buyer Authorization;
 - (d) the Buyer Bringdown Certificate;
 - (e) an Assignment and Assumption of Contracts assuming the obligations arising after Closing under the Station Contracts;
 - (f) an Assignment and Assumption of Leases assuming the obligations arising after Closing under the Real Property Leases;
 - (g) domain name transfers assigning the Stations' domain names from Seller to Buyer following customary procedures of the domain name administrator; and
 - (h) any other documents and instruments of assumption that may be reasonably necessary to assume the Assumed Obligations.

ARTICLE 9: SURVIVAL AND INDEMNIFICATION

9.1 Survival. The representations and warranties in this Agreement shall survive Closing for a period of twenty-four (24) months from the Closing Date at which time they shall expire and be of no further force or effect, except (a) those under Section 2.5 (Taxes) and Section 2.9 (Environmental), which shall survive until the expiration of any applicable statute of limitations, (b) those with respect to title to the Station Assets, which shall survive indefinitely, and (c) that if within such applicable period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the resolution of such claim. The covenants and agreements in this Agreement shall survive Closing until performed. No investigation by the parties made heretofore or hereafter shall affect the representations and warranties of the parties contained in or made pursuant hereto.

9.2 Indemnification.

(a) From and after Closing, Seller shall defend, indemnify and hold harmless Buyer and its affiliates and their respective employees, officers, directors, successors and assigns (each a "Buyer Indemnified Party") from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from:

(i) any breach by Seller of its representations and warranties under this Agreement (without reference to any materiality exceptions);

(ii) any default by Seller of its covenants and agreements under this Agreement (without reference to any materiality exceptions);

(iii) the Retained Liabilities; and

(iv) without limiting the foregoing, the business or operation of the Stations prior to Closing (including any third party claim arising from such operations).

Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (A) Seller shall have no liability to any Buyer Indemnified Party under Section 9.2(a)(i) until Buyer and all Buyer Indemnified Parties' aggregate Damages exceed \$10,000 (the "Basket") (at which point Seller shall be liable for all Damages incurred by Buyer Indemnified Parties, including the Basket) and (B) the maximum aggregate liability of Seller under Section 9.2(a)(i) shall be an amount equal to one-half (1/2) the Purchase Price (the "Cap").

(b) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller and its affiliates and their respective employees, officers, directors, successors and assigns (each a "Seller Indemnified Party") from and against any and all Damages incurred by any Seller Indemnified Party arising out of or resulting from:

(i) any breach by Buyer of its representations and warranties under this Agreement;

(ii) any default by Buyer of its covenants and agreements under this Agreement

(iii) the Assumed Obligations; and

(iv) without limiting the foregoing, the business or operation of the Stations after Closing (including any third party claim arising from such operations).

Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (A) Buyer shall have no liability to any Seller Indemnified Party under Section 9.2(b)(i) until Seller and all Seller Indemnified Parties' aggregate Damages exceed the Basket (at which point Buyer shall be liable for all Damages incurred by Seller Indemnified Parties, including the Basket) and (B) the maximum aggregate liability of Buyer under Section 9.2(b)(i) shall be an amount equal to one-half (1/2) the Cap.

9.3 Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by a third party that is subject to indemnification hereunder (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel reasonably satisfactory to the parties. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's cost.

(c) Notwithstanding anything herein to the contrary:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of any Claim, and shall have the right to consult with the indemnifying party and its counsel concerning any Claim, and the indemnifying party and the indemnified party shall cooperate in good faith with respect to any Claim; and

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include a release of the indemnified party from all liability in respect of such Claim.

ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. This Agreement may be terminated prior to Closing as follows:

(a) by mutual written consent of Buyer and Seller;

(b) by written notice of Buyer to Seller if:

(i) Seller does not perform the obligations required to be performed by it under this Agreement on the Closing Date;

(ii) Seller otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period (defined below); or

(iii) any of the conditions set forth in Article 7 shall not have been, or it becomes apparent that any of such conditions will not be, fulfilled by the Outside Date (defined below).

(c) by written notice of Seller to Buyer if Buyer:

(i) does not perform the obligations required to be performed by it under this Agreement on the Closing Date, all conditions to its obligation to do so having been satisfied or waived; or

(ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period;

(d) by written notice of Seller to Buyer, as provided for in Sections 5.8, 5.9 and 5.10;

(e) by written notice of Buyer to Seller, as provided for in Section 5.10;

(f) by written notice of Buyer to Seller, or of Seller to Buyer, if the FCC denies the FCC Application; or

(g) by written notice of Buyer to Seller, or of Seller to Buyer, if Closing does not occur by the date nine (9) months after the date of this Agreement (the “Outside Date”).

The term “Cure Period” as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) fifteen (15) days thereafter or (ii) the Closing Date. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Sections 1.6 (Deposit), 5.1 (Confidentiality), 5.2 (Announcements) and 11.1 (Expenses) shall survive any termination of this Agreement.

10.2 Specific Performance. In the event of a breach or threatened breach by Seller of any representation, warranty, covenant, obligation or agreement under this Agreement, at Buyer’s election, in addition to any other remedy available to it, Buyer shall be entitled to an injunction restraining any such breach or threatened breach and to enforcement of this Agreement by a decree of specific performance requiring Seller to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required. In any action by Buyer against Seller to specifically enforce the terms of this Agreement, Seller shall waive any and all defenses that there is an adequate remedy at law or equity.

ARTICLE 11: MISCELLANEOUS

11.1 Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except that all governmental taxes, fees and charges applicable to the request for FCC Consent shall be shared equally by Buyer and Seller, and Seller shall be solely responsible for all governmental taxes, fees and charges applicable to the transfer of the Station Assets under this Agreement.

11.2 Further Assurances. After Closing, each party hereto shall execute all such instruments and take all such actions as any other party may reasonably request, without

payment of further consideration, to effectuate the transactions contemplated by this Agreement, including, without limitation, the execution and delivery of confirmatory and other transfer documents in addition to those to be delivered at Closing.

11.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Seller may not assign any of its rights or delegate any of its obligations hereunder, and any such attempted assignment or delegation without such consent shall be void.

11.4 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or electronic mail transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third (3rd) day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Seller, then to: R&R Radio Corporation
2100 Tahquitz Canyon Way
Palm Springs, CA 92262
Attention: Michael C. Green, Senior Vice President
Email: michaelcgreen@earthlink.net

With a copy (which shall not constitute notice) to: Douglas D. Cicione
Law Offices
DOUGLAS D. CICIONE
A Professional Corporation
1500 Quail Street, Suite 270
Newport Beach, California 92660
E-mail: DCicione@msn.com

If to Buyer, then to: Desert Broadcasters LLC
c/o Garry Wing
1800 Joe Crosson Drive
Suite 55
El Cajon, CA 92020-1266
Attention: Garry Wing, Manager
E-mail: Garry@callout.com

With a copy (which shall not constitute notice) to: Lerman Senter PLLC
2001 L Street NW, Suite 400
Washington, DC 20036
Attention: Erin E. Kim
E-mail: ekim@lermansenter.com

11.5 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this

Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

11.6 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of California without giving effect to the choice of law provisions thereof. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party.

11.7 Miscellaneous. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement and the Schedules hereto constitute the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersede all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement and the documents or instruments to be delivered pursuant to this Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement. Facsimile or other electronically delivered copies of signature pages to this Agreement or any other document or instrument delivered pursuant to this Agreement shall be treated as between the parties as original signatures for all purposes.

11.8 Guaranty. Garry Wing ("Guarantor") hereby (a) confirms that he derives benefit from and desires to induce Seller to enter into this Agreement, (b) unconditionally guarantees to Seller the timely payment and performance in full of Buyer's post-Closing obligations under this Agreement, and (c) agrees that the obligations of Guarantor are primary and direct and not conditioned or contingent upon pursuit of any remedies against Buyer, and they are not limited or affected by any circumstance, including without limitation any benefit or defense under principles or provisions of law, that might otherwise limit or affect the obligations of a surety or guarantor, all of which are hereby waived by Guarantor to the fullest extent permitted by law.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

R & R RADIO CORPORATION

By: Rozene R. Sipple

Name: ROZENE R. SIPPLE

Title: CEO - OWNER

BUYER:

DESERT BROADCASTERS LLC

By: _____

Garry Wing
Sole Member and Manager

With respect to Section 11.8 only:

GUARANTOR:

MR. GARRY WING

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

SELLER:

R & R RADIO CORPORATION

By: _____
Name:
Title:

BUYER:

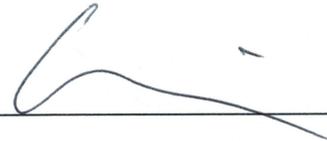
DESERT BROADCASTERS LLC

By:  _____
Garry Wing
Sole Member and Manager

With respect to Section 11.8 only:

GUARANTOR:

MR. GARRY WING

 _____