

the successful processing by the Commission of the application to be filed with it.

17.6 Counterparts. This Agreement may be executed in counterparts, all of which together shall comprise one and the same instrument.

17.7 Good Faith. All parties hereto shall act in good faith in performing and discharging their respective duties and obligations hereunder.

17.8 Time. Time shall be of the essence in this Agreement.

17.9 Governing Law. The parties agree that this Agreement will be interpreted, construed, and enforced under and according to the laws of the State of Idaho, county of Blaine.

17.10 Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Except as provided herein, neither of the parties hereto may voluntarily or involuntarily assign their interest under this Agreement prior to the Closing Date without the prior written consent of the other party, provided that such consent shall not be unreasonably withheld, and further provided that Buyer may assign its rights and obligations hereunder to an entity. Provided that such assignee agrees to fully perform the obligations of Buyer hereunder.

17.11 Attorneys' Fees. Each party shall pay its own attorneys' fees and expenses, which it initiates, creates, or incurs in connection with the negotiation, preparation and execution of this Agreement.

17.12 Specific Performance. Seller acknowledges that the Assets and the business of the Station constitute unique property, and that there is no adequate remedy at law for the damage which Buyer might sustain for the failure of Seller to consummate the transactions contemplated by this Agreement. Accordingly, Buyer shall be entitled, at its option, to the remedy of specific performance to enforce the sale of the Assets pursuant to this Agreement, or to damages in the event of a breach hereof by Seller.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their proper officers thereunto duly authorized as of the day and year first above written.

[Signature Page to Follow]

SELLER:

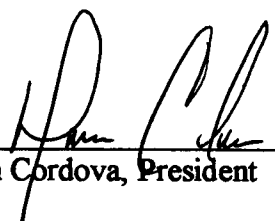
Alpine Broadcasting Limited Partnership
An Idaho Limited Partnership

By:  11-13-02

Scott Parker, General Partner

BUYER:

DMC Broadcasting, Inc.
A New Mexico Corporation

By:  11-2-02

Darren Cordova, President

SCHEDULE "A"

AUTHORIZATIONS

SCHEDULE "B"

TANGIBLE PERSONAL PROPERTY

SCHEDULE "C"

REAL PROPERTY

SCHEDULE "D"

AGREEMENTS

SCHEDULE "E"

INTANGIBLES

Exhibit "F"
Equipment Upgrades



Federal Communications Commission
Wireless Telecommunications Bureau

Radio Station Authorization

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Licensee: Alpine Broadcasting Limited Partnership

Alpine Broadcasting Limited Partnership
221 Northwood Way Suite 300
P.O. Box 2158
Ketchum ID 83340

Call Sign WPTS295	
File Number 0000590773	
Radio Service AI - Aural Intercity Relay	
SMSA	Station Class FX0

Grant Date	Effective Date	Print Date	Expiration Date
12-05-2001	12-05-2001	12-06-2001	10-01-2005

LOCATION

Fixed Location Address or Area of Operation

1128A Paseo del Pueblo Sur

City Taos	County TAOS	State NM
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Loc No.	Location Name	Latitude	Longitude	Elevation	Antenna Structure Registration No.
001	KKIT Studio	36-22-51.5 N	105-35-19.0 W	2114.0	
002	K264AE transmitter	36-23-22.0 N	105-35-11.0 W	2111.0	

FREQUENCY PATHS

Frequency (MHz)	Tot (%)	Emission Desig	EIRP (dBm)	Constr Date	Path Seg No	Emit Loc No	Ant Hgt (m)	Gain (dBi)	Beam (deg)	POL	AZIM (deg)	Rec Loc No	Rec Cal Sign
947.5	0.00500	385KF8E	49.0	06-05-03	001	1	001	10.0	16.1	16.0	V	12.0	002

Additional Waivers/Conditions: The Facility ID of the Associated Broadcast Parent Station for this license is 43768.



**Federal Communications Commission
Wireless Telecommunications Bureau
Radio Station Authorization**

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Licensee: Alpine Broadcasting Limited Partnership

Alpine Broadcasting Limited Partnership
221 Northwood Way Suite 300
P.O. Box 2158
Ketchum ID 83340

Call Sign WPTV231	
File Number 0000588726	
Radio Service AS - Aural Studio Transmitter Link	
SMSA	Station Class FX0

Grant Date 12-20-2001	Effective Date 12-20-2001	Print Date 12-21-2001	Expiration Date 10-01-2005
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LOCATION

Fixed Location Address or Area of Operation

Picuris Peak Electronic Site

City Taos	County TAOS	State NM
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Loc No.	Location Name	Latitude	Longitude	Elevation	Antenna Structure Registration No.
001	Picuris Peak	36-14-51.1 N	105-39-17.0 W	3292.0	
002	KKIT Transmitter	36-33-30.0 N	105-11-38.0 W	3384.0	

FREQUENCY PATHS

Frequency (MHz)	Tot (%)	Emission Desig	EIRP (dBm)	Constr Date	Path Seg No	Emit Loc No	Ant Hgt (m)	Gain (dBi)	Beam (deg)	POL	AZIM (deg)	Rec Loc No	Rec Call Sign
944.2	0.00500	385KF8E	51.0	06-20-03	001	1	001 5.0	20.1	12.0	V	50.0	002	

Additional Waivers/Conditions: The Facility ID of the Associated Broadcast Parent Station for this license is 43767.