

FM TRANSLATOR PURCHASE AGREEMENT

THIS FM TRANSLATOR PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 29th day of May, 2015 by and between CATHOLIC DIOCESE OF DODGE CITY ("CDDC" or "Seller"), and TRANSLATOR GROUP, LLC ("Buyer").

Recitals

WHEREAS, CDDC is the permittee of FM Translator Station K234CG, 94.7 MHz, Dodge City, Kansas, Federal Communications Commission ("FCC") Facility ID No. 148878, File No. BNPFT-20130830ABQ, granted November 7, 2013, expires November 7, 2016 (the "Station");

WHEREAS, subject to prior approval of the FCC, which is an express condition precedent to all transactions contemplated by this Agreement, Buyer desires to obtain the construction permit of the Station from CDDC and to use the Station to serve the public interest, convenience and necessity; and

NOW, THEREFORE, in consideration of the premises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Agreement

1. **PURCHASE PRICE.** The purchase price to be paid by Buyer to CDDC for the construction permit of the Station shall be TEN THOUSAND DOLLARS (\$10,000.00), the receipt of which by CDDC is to be acknowledged at Closing (as defined below), payable as follows:

(a) **Deposit.** Buyer has delivered to the Dennis Kelly Trust Account IOLTA in PNC Bank, National Association, Washington, DC, as escrow agent, a deposit of ONE THOUSAND DOLLARS (\$1,000.00) (the "Deposit"). The parties agree that they will coordinate the preparation and filing of the required FCC Form 345 application (the "Assignment Application") for the Station, which shall be filed within two business days of Buyer's payment of the Deposit.

(b) **Closing; Additional Money Payment.** The Closing Date shall be the fifth day subsequent to the date upon which all of the Conditions Precedent stated in paragraph 5 below shall have occurred. On that day, the Deposit shall be delivered to CDDC, and Buyer shall pay to CDDC the sum of NINE THOUSAND DOLLARS (\$9,000.00) to CDDC, and CDDC shall assign and convey to Buyer all of its right, title and interest in and to construction permit File No. BNPFT-20130830ABQ, a true copy of which is attached hereto and incorporated herein by reference. CDDC's

counsel will prepare an instrument of conveyance which meets the FCC's requirements and which is suitable to Buyer.

2. **EXCLUSIVITY AND CONFIDENTIALITY; FCC APPLICATION.**

The parties agree that from the date hereof until the expiration of the Agreement, neither party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the Station. Further, the parties agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC. CDDC will be responsible for publishing the public notice required by Section 73.3580 of the FCC's Rules. CDDC and Buyer's counsel will work together to file in good faith the required FCC Form 345 application for FCC consent to the transactions contemplated by this Agreement as soon hereafter as is practicable. Additionally, should Buyer desire to seek FCC approval of one or more minor changes in the authorized technical facilities of the Station, CDDC will file an application on FCC Form 349 prepared at Buyer's sole expense to modify the Station's technical facilities.

3. **CDDC'S REPRESENTATIONS AND WARRANTIES.** CDDC

represents that Station K234CG has been granted a construction permit by the FCC; this construction permit, File No. BNPFT-20130830ABQ, will expire on November 7, 2016. CDDC is the authorized legal holder of the Station's construction permit.

The construction permit is in full force and effect. CDDC has complied in all material respects with the Communications Act of 1934 as amended and the rules and regulations of the FCC. CDDC knows of no circumstance or reason why the Station's license would not be in full force and effect. CDDC is not in violation of the so-called FCC "Red Light" policy. There are no retransmission consent or other agreements entered into by CDDC which are inconsistent with this Agreement; in other words, subject to applicable FCC rules such as but not limited to 47 C.F.R. §74.1232, Buyer may use the Station to rebroadcast a full-power broadcast station licensed to it immediately upon becoming the licensee of and constructing the Station.

4. **BUYER'S FCC QUALIFICATIONS.** Buyer represents, warrants, and covenants to CDDC that it meets all FCC basic qualifications to hold the FCC Authorization which is the subject of this Agreement. Buyer is financially qualified to construct the Station and to operate it for three months without expectation of revenue.

5. **CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE.** Buyer's obligations to close hereunder are expressly conditioned upon the FCC or its staff acting pursuant to delegated authority grant the above-described FCC Form 345 application and that such action shall have become final and no longer subject to

administrative or judicial action, review, rehearing or appeal (a "Final Order").

6. **TRANSFER FEES AND TAXES.** Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments or fees, including but not limited to the FCC filing fees associated with the FCC Form 345 application (as of the date hereof, \$150.00), as well as any FCC Form 349 application it wishes CDDC to file on its behalf (if any). Buyer will pay \$500.00 of the legal fees charged by Seller's counsel with respect to the transactions contemplated by this Agreement; this is in addition to the purchase price stated above.

7. **GOVERNING LAW AND VENUE.** This agreement is governed by the laws of the State of Kansas, and the venue for any dispute arising hereunder shall be the courts of Ford County, Kansas.

8. **NOTICES.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed effective three (3) business days after mailing by registered or certified mail, postage and fees prepaid at the addresses listed below:

If to CDDC:

Catholic Diocese of Dodge City
Post Office Box 137
Dodge City, KS 67801
Attention: Sister Janice Grochowsky, CSJ, JCL

with a copy (which shall not constitute notice) to:

Dennis J. Kelly, Esquire
Law Office of Dennis J. Kelly
Post Office Box 41177
Washington, DC 20018-0577

If to Buyer:

Linda Ann Meyer, Manager
Translator Group, LLC
Post Office Box 9342
Wichita, KS 67277

9. **MISCELLANEOUS.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they possess all requisite legal authority and mental capacity to sign this Agreement and to be bound by the terms thereof.

[THIS SPACE INTENTIONALLY LEFT BLANK;

SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by them as of the date first above written.

CATHOLIC DIOCESE OF DODGE CITY

By: _____
Sister Janice Grochowsky, CSJ, JCL
Secretary

TRANSLATOR GROUP, LLC

By: _____
Linda Ann Meyer
Manager/Member

SCHEDULE A

COPY OF CONSTRUCTION PERMIT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by them as of the date first above written.

CATHOLIC DIOCESE OF DODGE CITY

By: Sister Janice Grochowsky
Sister Janice Grochowsky, CSC, JCL
Secretary

TRANSLATOR GROUP, LLC

By: _____
Linda Ann Meyer
Manager/Member

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CATHOLIC DIOCESE OF DODGE CITY

By: _____
Sister Janice Grochowsky, CSJ, JCL
Secretary

TRANSLATOR GROUP, LLC

By:  _____
Linda Ann Meyer
Manager/Member