

**SALE/PURCHASE AGREEMENT**

**by and between**

**ONE MEDIA, INC.**

**and**

**BLUFF CITY RADIO, LLC**

**for the purchase and sale of**

**FM CONSTRUCTION PERMITS FOR PINE BLUFF AND  
ALTHEIMER, ARKANSAS**

## SALE/PURCHASE AGREEMENT

THIS SALE/PURCHASE AGREEMENT (this "Agreement"), is made and entered into this 19<sup>th</sup> day of February 2015 by and between One Media, Inc. ("Seller"), and Bluff City Radio, LLC., ("Buyer") concerning the sale, assignment and purchase of the construction permits for the following FM radio authorizations:

Pine Bluff, Arkansas	101.3 MHz	FCC Facility ID No. 190418 ("KABL")
Pine Bluff, Arkansas	99.3 MHz	FCC Facility ID No. 190417 ("KPBA")
Alzheimer, Arkansas	98.1 MHz	FCC Facility ID No.190416 ("KTPB")

WITNESSETH:

WHEREAS, Seller is the holder under the Federal Communications Commission (hereinafter referred to as "FCC" or "Commission"), of the aforementioned permits (the "Stations' Permits"), is or will be the owner pursuant to construction of the Stations' Permits of certain other assets of the Stations and the whole (the "Stations") constitutes the subject of this agreement for sale/purchase and the assignment of the Stations;

WHEREAS, Buyer is entering into with William B. Wachter that certain Sale/Purchase Agreement in which the assets and licenses of KTRN(FM), White Hall, Arkansas are being purchased (the "KTRN Agreement") and the closing of this Agreement by Buyer is contingent and conditioned upon the closing of the KTRN Agreement;

WHEREAS, each of the Stations is currently an unbuilt construction permit with specific and certain expiration dates by which construction of the facility must be complete and an FCC Form 302-FM license application filed;

WHEREAS, Seller and Buyer have agreed upon the parameters, equipment and anticipated budget for construction in accord with the attached Exhibit A (the "Original Build Out Costs") which shall be reimbursed by Buyer to Seller at the Closing of this transaction, with any excess expenses paid 50% at Closing and 50% by a promissory note;

WHEREAS, Seller and Buyer have agreed upon the anticipated budget for additional equipment to be purchased for the construction in accord with the attached Exhibit B (the "Excess Expenses") of which 80% shall be paid by Buyer's parent entity New Directions, Inc. at Closing, and each of New Directions, Inc. and Seller receiving a promissory note from Buyer at Closing for such Excess Expenses;

WHEREAS, Seller shall at its expense construct the Stations in conformance with the specifications in each respective construction permit and in this Agreement; and

WHEREAS, Seller desires to sell and Buyer desires to purchase the Stations, and to have the FCC consent to the assignment of the Stations' Permit to Buyer, in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, and intending to be legally bound, the parties agree as follows:

**Section 1**  
**Purchase of Assets**

1.1 **Sale of Stations.** On the Closing Date (as defined in Section 3.1 below), Seller shall sell and assign to Buyer, and Buyer shall purchase and assume from Seller, all of the assets and licenses owned by, used or held for use in the operations of the Stations (the "Stations' Assets"), including but not limited to the following:

(a) All of Seller's rights and interests in and to the Stations' Permits, including those listed on **Schedule 1.1(a)**;

(b) All tangible personal property owned by Seller, acquired by Seller for construction of the Stations, or used or held for use in the operations of the Stations including all property listed on **Schedule 1.1(b)** (the "Tangible Personal Property");

(c) All contracts, leases and agreements associated with the Stations' Permits listed in **Schedule 1.1(c)** (the "Contracts and Leases"); and

(d) Copies of all filings with the FCC and authorizations issued by the FCC relating to the Stations, and all books, files (including, without limitation, public files), records, and logs required by the FCC to be maintained in connection with the operation of the Stations.

1.2 **Liabilities.** Except for obligations arising subsequent to Closing under Contracts and Leases listed in Schedule 1.1(c) to be assumed (the "Assumed Liabilities"), Buyer expressly does not, and shall not, assume or be deemed to have assumed, under this Agreement or otherwise by reason of the transactions contemplated hereby, any liabilities, obligations or commitments of Seller of any nature whatsoever.

1.3 **Purchase Price.** The price to be paid by Buyer for the Stations shall consist of delivery at Closing of the following:

(a) FORTY THOUSAND DOLLARS (\$40,000.00) which shall be payable to Seller at the Closing by wire transfer in immediately available funds to an account designated by Seller; and

(b) Delivery to Seller of a 20% ownership interest in Buyer's entity.

1.4 **Escrow.** On the date of this Agreement, Buyer shall deliver to Seller the sum of ONE THOUSAND DOLLARS (\$1,000.00) in readily available funds to be held by Seller (the "Deposit") pending the Closing of the transaction. At Closing, the Deposit shall be applied to

the Purchase Price. In the event that this Agreement is terminated by Seller due to a material default in the observance or performance of any term or covenant hereunder or a material breach of any material term, representation, warranty or covenant hereunder by Buyer, and Seller is not materially in default or breach of this Agreement, the Deposit and any accrued interest thereon shall be kept by Seller as its exclusive remedy. In the event that this Agreement is terminated by Buyer due to a material default in the observance or performance of any term or covenant hereunder or a material breach of any material term, representation, warranty or covenant hereunder by Seller, and Buyer is not materially in default or breach of this Agreement, the Deposit and any accrued interest thereon shall be immediately returned by Seller to Buyer without foreclosing any other remedy Buyer may have pursuant to the terms of this Agreement.

## **Section 2** **Construction of Stations**

2.1 **Timing.** Between the date of the execution of this Agreement and the respective construction permit expiration dates, Seller shall diligently and without delay construct the Stations and file the required FCC license applications with the result that, on or prior to the FCC construction permit expiration date for each Station, construction is complete and an FCC Form 302-FM license application is filed with the FCC.

2.2 **Transmitter Sites and Studio Site.** Construction of the Stations shall take place as follows:

(a) Construction of the KABL facility, and the main studio for the Stations, will take place on that certain real property now owned by Bill Wachter which shall be sold to New Directions Media Group, LLC, the parent entity of Buyer on or prior to Closing Date, and leased to Seller on a short-term basis pending Closing, and thereafter leased to Buyer; and

(b) Construction of the KPBA and KTPB facilities shall take place at that certain transmitter site known as Noble Lake (the "Noble Lake Transmitter Site"), conditioned upon Buyer negotiating definitive lease terms satisfactory to it for the Noble Lake Transmitter site, with such site to be subleased to Seller pending Closing.

2.3 **Buyer Construction Reimbursements.** In addition to the Purchase Price for the Stations, Buyer on the Closing Date shall deliver the following (the "Buyer Construction Reimbursements") based upon actual amounts expended by Seller, to be adjusted in the event the Stations are not fully constructed by the Closing Date:

(a) Original Build Out Costs to Seller in the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) by wire transfer in immediately available funds to an account designated by Seller.

(b) For costs in excess of the Original Build Out Costs set forth in Exhibit A, an additional payment to Seller equal to one half (1/2) of the excess expense, estimated to be

\$69,833.00, by wire transfer in immediately available funds to an account designated by Seller. Buyer shall also deliver a promissory note to Seller for an amount equal to the remaining one half of the excess expense, estimated to be \$69,833.00, to be paid over a ten-year amortization at an interest rate per annum of 5.45%.

2.4 **New Directions, Inc. Payment.** For the Excess Expenses set forth in Exhibit B, 80% shall be paid by Buyer's parent entity New Directions, Inc. to Seller at Closing in the estimated amount of \$49,400.00, and New Directions, Inc. shall receive a promissory note from Buyer at Closing for the total of such Excess Equipment Expenses estimated to be \$49,400.00 to be paid over a ten-year amortization at an interest rate per annum of 5.45%.

### Section 3

#### **Date, Time and Place of Closing**

3.1 **Closing Date.** The closing of the transactions contemplated in this Agreement (the "Closing") shall take place on the later date that is three (3) business days following: (a) FCC Consent becoming a "Final Order" (as defined in Section 7.2 below); and (b) FCC consent under the KTRN Agreement becoming a Final Order.

3.2 **Closing Time and Location.** The Closing shall take place commencing at 10:00 a.m. local time at the business offices of Buyer, or at such other time, location and/or manner (including exchange of closing documents by facsimile or electronic transmission) agreeable to the parties.

### Section 4

#### **Seller's Representations and Warranties**

Seller hereby represents and warrant to Buyer as follows:

4.1 **Organization, Authorization and Binding Obligation.** Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation and duly qualified to transact business in Arkansas. Seller has full power and authority to own and operate the Stations and to carry on the business of the Stations as now being conducted, and as proposed to be conducted by it between the date hereof and the Closing Date. Seller has full power and authority to enter into and perform this Agreement and the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Seller have been duly and validly authorized by all necessary action on its part. This Agreement constitutes Seller's valid, legal and binding obligation, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally, and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.2 **Absence of Conflicting Agreements or Required Consents.** Seller's execution, delivery and performance of this Agreement (a) does not require the consent of any third party, except for the FCC Consent; (b) to the best of Seller's knowledge, will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; (c) will not, either alone or with the giving of notice or the passage of time or both, conflict with, constitute grounds for termination of, or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any agreement, instrument or permit to which Seller is subject and that is individually or in the aggregate material to the transactions contemplated hereby; (d) will not result in the creation of any lien, charge or encumbrance on any of the Stations' Assets; and (e) will not in any way affect or violate the terms or conditions of, or result in the cancellation, modification, revocation or suspension of, any of the Stations' Permits.

4.3 **Litigation.** There is no litigation, or proceeding (or, to Seller's knowledge, investigation) pending or, to the best of their knowledge, threatened against either Seller in any federal, state or local court, or before any administrative agency (including, without limitation, any proceeding which seeks the revocation or forfeiture of or opposes or challenges the renewal of any of the Stations' Permits), which might have a material adverse effect upon the ability of the parties hereto to consummate the transactions contemplated in this Agreement or which seeks to enjoin or prohibit, or otherwise questions the validity of, any action taken or to be taken pursuant to or in connection with this Agreement.

4.4 **Liabilities.** There are no liens or encumbrances against the Stations' Assets, other than the lien of taxes not yet due and payable liens that will be released at or prior to Closing, (collectively, "Permitted Liens"). Neither Seller has any knowledge of any circumstances, conditions, events or arrangements relating specifically to either Seller and not to the radio industry as a whole which may hereafter give rise to any liabilities on the part of any successor to the business either Seller in connection with the Stations.

4.5 **Stations' Permits.** The Stations' Permits are all of the authorizations required for the lawful conduct of the business and operation of the Stations. Seller is the authorized legal holder of all of the Stations' Permits. None of the Stations' Permits is subject to any restriction or condition which could limit the operation of the Stations with the facilities set forth in the Stations' Permits except for restrictions and conditions applicable to the industry as a whole. Except as set forth on Schedule 1.1(a) hereto, the Stations' Permits are in good standing and are in full force and effect, and, if applicable, the operation of the Stations has been and is in accordance with the Stations' Permits and with the rules, regulations and policies of the FCC. Except as set forth on Schedule 1.1(a), no proceedings are now pending before any governmental authority with respect to the Stations. Seller does not know of any facts relating to the Stations that could cause the FCC to deny its consent to the assignment of the Stations' Permits to Buyer hereunder. Subject to the Communications Act of 1934 (the "Communications Act"), and the rules and regulations promulgated thereunder (the "FCC Rules and Regulations"), the Stations' Permits are assignable from Seller to Buyer. The geographic coordinates stated in each of the Stations' Permits, including auxiliary authorizations, are accurate and correct to the nearest

second, and comport with any applicable antenna structure registrations. All auxiliary authorizations are properly associated with the applicable main Stations. The Seller and the Assets are in compliance with the rules and regulations of the Federal Aviation Administration (the "FAA") applicable to the Stations. All towers used by the Stations are in compliance with all painting, lighting and tower registration requirements of the FAA, the FCC and any other government authority. Schedule 1.1(a) lists all FCC broadcast Stations' Permits and antenna structure registrations with associated FRNs. There shall not be, as a result of any action of Seller, an unjust enrichment payment due to the FCC under Section 73.5007(c) of the Commission's rules.

4.6 **Stations' Assets.** The Stations' Assets constitute all of the assets used, useful, or held for use to conduct the operation of the Stations. Schedule 1.1(b) contains a true and complete list as of the date hereof of all items of Tangible Personal Property of every kind or description owned or leased by the Seller. Any Tangible Personal Property that is leased by the Seller as of the date hereof, whether as lessor or lessee, is separately designated on Schedule 1.1(b) and all related lease agreements are described on Schedule 1.1(b). Except as listed and described on Schedule 1.1(b), Seller has good, valid and marketable title to or the unrestricted right to use all of the Stations' Assets owned, leased or licensed by it, in each case, free and clear of all security interests of every kind or character (other than Permitted Encumbrances). The Seller is the owner, lessee or licensee of all of the Tangible Personal Property listed on the Schedules to this Agreement and of all Tangible Personal Property not listed on the Schedules to this Agreement which is material to the operation of the Stations. The Tangible Personal Property shall be purchased in its "as is" condition.

4.7 **Contracts and Leases.** Schedule 1.1(c) lists all written Contracts and Leases and true and complete memoranda of all oral Contracts and Leases, including any amendments and other modifications to such Contracts and Leases to be assumed by Buyer hereunder. Seller have delivered to Buyer true and complete copies of all Contracts and Leases; each Contract and Lease constitutes a valid and binding obligation of Seller and, to the best of Seller's knowledge, of all other parties thereto, and is in full force and effect as of the date hereof. Seller is not in default under any of the Contracts and Leases and, to the best of Seller's knowledge, the other parties to each Contract and Lease are not in default thereunder. Seller has not received or given written notice of any default thereunder from or to any of the other parties thereto. Except as disclosed on Schedule 1.1(c), Seller has all requisite power and authority to assign its rights under the Contracts and Leases to Buyer in accordance with this Agreement on terms and conditions no less favorable than those in effect on the date hereof, and such assignment will not affect the validity, enforceability or continuity of any such Contracts and Leases.

4.8 **Compliance With Laws.** Seller has not received any notice asserting any non-compliance in any material respect by it with any applicable statute, rule or regulation, federal, state or local, or any agency thereof, having jurisdiction over it, Seller is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority, and to the best of Seller's knowledge, Seller is in compliance in all

material respects with all laws, regulations and governmental orders applicable to the conduct of the business and operations of the Stations, and its use of the Stations' Assets does not violate in any material respect any of such laws, regulations or orders or the terms and conditions of the Stations' Permits.

4.9 **Reports.** All returns, reports and statements which are currently required to be filed by Seller with the FCC or with any other governmental agency have been filed. All reporting requirements of the FCC and other governmental authorities having jurisdiction over the Stations or Stations' Permits have been complied with.

4.10 **Bulk Sales.** Neither the sale and transfer of the Assets pursuant to this Agreement, nor Buyer's possession and use thereof from and after the Closing because of such sale and transfer, will be subject to any law pertaining to bulk sales or transfers or to the effectiveness of bulk sales or transfers as against creditors of the Seller, or the imposition of any liability on Buyer for appraisal rights or other liability owing to the Seller.

4.11 **Tax Matters.** There are no deficiencies or notices of claims or assessments of federal, state, county or local income, excise, import or export taxes, interest or penalties by any federal, state, county, local or other taxing authority against either Seller, and Seller is not a party to any action for the collection of taxes, nor is Seller aware of any threatened or contemplated action for the collection of taxes from Seller which might impede the parties' ability to consummate the transactions contemplated in this Agreement.

4.12 **Brokers.** There is no broker or finder or other person who would have any valid claim through the Seller against any of the parties to this Agreement for a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement of, or action taken by, the Seller.

4.13 **Disclosure.** No representation or warranty made by Seller in this Agreement, and no statement made by or on behalf of Seller in any certificate, document, exhibit or schedule delivered or to be delivered in connection with the transactions contemplated by this Agreement, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading.

## **Section 5** **Buyer's Representations and Warranties**

Buyer represents and warrants to Seller as follows:

5.1 **Organization, Authorization and Binding Obligation.** Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Arkansas. Buyer has full power and authority to enter into and perform this Agreement and the transactions contemplated hereby. The execution, delivery and performance of this

Agreement by Buyer have been duly and validly authorized by all necessary action on its part. This Agreement constitutes Buyer's valid, legal and binding obligation, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally, and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

5.2 **Absence of Conflicting Agreements or Required Consents.** Buyer's execution, delivery and performance of this Agreement (a) do not require the consent of any third party, except for the FCC Consent; (b) will not violate any provision of Buyer's governing documents; (c) to the best of Buyer's knowledge, will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; and (d) will not, either alone or with the giving of notice or the passage of time or both, conflict with, constitute grounds for termination of, or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any agreement, instrument or permit to which Buyer is subject and that is individually or in the aggregate material to the transactions contemplated hereby.

5.3 **Litigation.** There is no litigation, proceeding or investigation pending or, to the best of its knowledge, threatened against Buyer in any federal, state or local court, or before any administrative agency, which might have a material adverse effect upon the ability of the parties hereto to consummate the transactions contemplated in this Agreement or which seeks to enjoin or prohibit, or otherwise questions the validity of, any action taken or to be taken pursuant to or in connection with this Agreement.

5.4 **FCC Qualifications.** Buyer has no knowledge of any facts which would, under present law (including the Communications Act of 1934, as amended) and present rules, regulations and practices of the FCC, disqualify Buyer as an assignee of the Stations' Permits or as an owner and/or operator of the Stations' Assets or which might delay the grant of the Assignment Application, and Buyer will not take, or unreasonably fail to take, any action which Buyer knows or has reason to know would cause such disqualification.

5.5 **Brokers.** There is no broker or finder or other person who would have any valid claim through the Buyer against any of the parties to this Agreement for a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement of, or action taken by, the Buyer.

5.6 **Disclosure.** No representation or warranty made by Buyer in this Agreement, and no statement made by or on behalf of Buyer in any certificate, document, exhibit or schedule delivered or to be delivered in connection with the transactions contemplated by this Agreement, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading.

**Section 6**  
**Pre-Closing Covenants**

6.1 **Pre-Closing Covenants of Seller.** Between the date hereof and the Closing Date, except as contemplated by this Agreement or with the prior written consent of Buyer:

(a) **Affirmative Covenants.** Seller shall:

(i) Maintain and preserve the Stations' Permits without material change;

(ii) Maintain all Tangible Personal Property in current condition, repair, reasonable wear and tear excepted;

(iii) Preserve intact the Assets and maintain in effect the casualty and liability insurance on the Assets heretofore in force;

(iv) Notify Buyer of any litigation or administrative proceeding pending or, to its knowledge, threatened which is likely to delay or otherwise interfere with Closing or otherwise adversely affect any of the Stations' Permits; any material damage or destruction of any of the Stations' Assets; and any adverse change in the condition of the Stations which is likely to delay or otherwise interfere with Closing, or otherwise adversely affect any of the Stations' Permits;

(v) Promptly give or cause to be given to the officers, employees, accountants, counsel, agents, consultants and representatives of the Buyer, at the request of the Buyer, full access to all facilities, properties, accounts, books, deeds, title papers, insurance policies, agreements, contracts, commitments, records and files of every character, equipment, machinery, fixtures, furniture, vehicles, notes and accounts payable and receivable relating to the Stations, and all such other information concerning the Seller, the Stations and the Assets as the Buyer may request, with any such investigation or examination by the Buyer in connection with the foregoing not in any way diminishing or obviating any representations or warranties of the Seller made in this Agreement, the Exhibits, Schedules and documents delivered pursuant to this Agreement;

(vi) Fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement and use its best efforts to cause the transactions contemplated by this Agreement to be fully carried out;

(vii) Deliver UCC, judgment and state and federal tax lien search reports (showing searches in the name of Seller and the call letters of the Stations) conducted no earlier than fifteen (15) days prior to the Closing Date, necessary to

assure Buyer that as of the Closing Date no liens are filed or recorded against the Stations' Assets in the public records (the "Lien Searches");

(viii) Obtain any necessary consents for the Contracts and Leases to be assigned from Seller to Buyer pursuant to Section 1.1(c) of this Agreement, with the understanding that nothing contained in this Agreement shall be construed as an assignment or an attempted assignment of any Contract which is by law non-assignable without the consent of the other party or parties thereto, unless such consent shall be given and if such consent is not obtained, the Seller shall cooperate with the Buyer in any arrangements necessary or desirable, on commercially reasonable terms, to provide for the Buyer to have the benefits and to have the Buyer assume the burdens arising after the Closing Date thereunder, including, without limitation, enforcement for the benefit of the Buyer, and assumption by the Buyer of the costs of enforcing, any and all rights of the Seller thereunder against the other party thereto arising out of the cancellation thereof by such other party or otherwise;

(ix) Construct, commence FCC program test authority and file the FCC-required FCC Form 302-FM license application in accord with Section 2 of this Agreement on or prior to July 20, 2015 (the "KABL Expiration Date") for Pine Bluff, Arkansas FCC Facility ID No. 190418;

(x) Construct, commence FCC program test authority and file the FCC-required FCC Form 302-FM license application in accord with Section 2 of this Agreement on or prior to July 13, 2015 (the "KPBA Expiration Date") for Pine Bluff, Arkansas FCC Facility ID No. 190417;

(xi) Construct, commence FCC program test authority and file the FCC-required FCC Form 302-FM license application in accord with Section 2 of this Agreement on or prior to June 22, 2015 (the "KTPB Expiration Date") for Altheimer, Arkansas FCC Facility ID No. 190416; and

(xii) Deliver UCC, judgment and state and federal tax lien search reports (showing searches in the name of Seller and the call letters of the Station if applicable) conducted no earlier than fifteen (15) days prior to the Closing Date, necessary to assure Buyer that as of the Closing Date no liens are filed or recorded against the Stations' Assets in the public records (the "Lien Searches").

(b) Negative Covenants. Seller shall not:

(i) Create, assume or permit to exist any mortgage, pledge, lien or other charge or encumbrance or rights affecting any of the Stations' Assets, other than Permitted Liens;

(ii) Sell, assign, lease or otherwise transfer or dispose of any of the Stations' Assets outside the ordinary course of business;

(iii) Waive any material right relating to the Stations or the Stations' Assets;

(iv) Agree to or participate in any minor modification or other filing with the FCC with respect to the Stations except as may be required to comply with FCC Rules and Regulations or as otherwise may be required by law;

(v) Except with the written consent of the Buyer, enter into, extend or renew, any Contracts or Leases that extend beyond, or cannot be cancelled effective as of the Closing Date;

(vi) Either itself or through any of its officers, directors, shareholders, employees, agents or any other person or entity acting on Seller's behalf, directly or indirectly, solicit or initiate any offer from, or conduct any negotiations with, any person or entity other than Buyer or its assignee(s) concerning the direct or indirect acquisition of the Stations or the sale of all or a substantial portion of its air-time pursuant to a time brokerage agreement, or enter into any such transaction;

(vii) Cause or permit, by any act or failure to act, any of the Stations' Permits to expire or be surrendered or adversely modified, or take any action which could cause the FCC or any other governmental authority to institute proceedings for the suspension, revocation or adverse modification of any of the Stations' Permits; or

(viii) Take any other action inconsistent with its obligations under this Agreement or which could hinder or delay the consummation of the transactions contemplated by this Agreement.

6.2 **Pre-Closing Covenant of Buyer.** Between the date hereof and the Closing Date, Buyer shall not directly or indirectly control, supervise or direct the operations of the Stations. Such operations, including complete control and supervision of all Stations programs, employees, policies and finances shall be the sole responsibility of Seller.

**Section 7**  
**FCC Consent**

7.1 **FCC Consent.** The assignment of the Stations' Permits from Seller to Buyer as contemplated by this Agreement is subject to the prior consent and approval of the FCC (the "FCC Consent") pursuant to an application by Seller and Buyer (the "Assignment Application"). The Assignment Application shall be filed by Seller and Buyer within five (5) business days of the date of this Agreement and thereafter Buyer and Seller shall each fully prosecute the Assignment Application with all diligence and shall otherwise use their best efforts to obtain the grant of such application as expeditiously as practicable. The FCC filing fee for the Assignment Application shall be paid one-half by Seller and one-half by Buyer with Buyer's amount to be reimbursed to Seller at Closing.

7.2 **Final Order.** As used in this Agreement, the term "Final Order" means a written action or order issued by the FCC granting the FCC Consent and (a) which has not been reversed, stayed, enjoined, set aside, annulled or suspended, and (b) with respect to which (i) no requests have been filed for administrative or judicial review, reconsideration or appeal and the periods provided by statute or FCC regulations for filing any such requests and for the FCC to set aside the action on its own motion have expired, or (ii) in the event of review, reconsideration or appeal, the FCC upholds the action and the period provided by statute or FCC regulations for further review, reconsideration or appeal has expired.

**Section 8**  
**Conditions Precedent to Buyer's Obligations**

The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or at Closing, of each of the following conditions, any of which (except for the requirement that the FCC Consent to the Assignment Application has been granted) Buyer may waive in writing:

8.1 **Representations, Warranties and Covenants.** All representations and warranties of Seller made in this Agreement, or in any exhibit, schedule, certificate or other document delivered pursuant hereto, shall be true and correct on and as of the Closing Date with the same force and effect as if made on and as of that date, except for changes contemplated by this Agreement or changes that are not materially adverse (as determined by Buyer in its sole discretion) which arise after the date hereof in the ordinary course of the business of the Stations. All of the terms, covenants and conditions to be complied with and performed by Seller on or prior to the Closing Date shall have been complied with or performed in all material respects.

8.2 **FCC Consent.** The FCC Consent shall have been granted and at Buyer's option pursuant to Section 3.1 shall have become a Final Order.

8.3 **Governmental Authorizations.** Seller shall be the holder of the Stations' Permits, and there shall not have been any modification of any of the Stations' Permits which could have a material adverse effect on the Stations. No proceeding shall be pending, the effect of which could be to revoke, cancel, fail to renew, suspend or modify materially and adversely any of the Stations' Permits or the transfer thereof to Buyer. Additionally, all statutory and other requirements for the valid consummation by Buyer of the transactions contemplated by this Agreement shall have been fulfilled, and all authorizations, consents and approvals of all federal, state, local and foreign governmental agencies and authorities required to be obtained in order to permit the consummation by Buyer of the transactions contemplated by this Agreement shall have been obtained.

8.4 **KTRN Agreement Closing.** The Closing under the KTRN Agreement shall be occurring concurrently or simultaneously with the Closing of this Agreement.

8.5 **Construction of Stations.** The construction of the Stations described in Section 2 of this Agreement shall be complete and FCC Form 302-FM licenses applications filed, or if not complete, shall be of a status as determined by the Buyer to enable construction to be completed by the KABL Expiration Date, the KPBA Expiration Date, and the KTPB Expiration Date. In the event construction of the Stations is not complete on the Closing Date, there shall be appropriate adjustments to the Buyer Construction Reimbursements due under Section 2.3 of this Agreement.

8.6 **Seller Certificate.** The Seller shall have furnished the Buyer with a certificate, dated the Closing Date and duly executed to the effect that the conditions set forth in Sections 8.1 have been satisfied;

8.7 **Adverse Proceedings.** No suit, action or governmental proceeding shall have been instituted against, and no order, decree, or judgment of any court, agency, or other governmental authority shall have been rendered against, the parties or either of them which would render it unlawful, as of the Closing Date, to effectuate the transactions contemplated by this Agreement in accordance with its terms.

8.8 **Noble Lake Transmitter Site.** Buyer shall have entered into a lease for the Noble Lake Transmitter Site on terms and conditions satisfactory to it.

8.9 **Instruments of Conveyance and Transfer.** Seller shall have delivered to Buyer instruments in form and substance reasonably satisfactory to counsel to Buyer effecting the sale, transfer, assignment and conveyance of Seller's right, title and interest in and to the Stations' Assets to Buyer pursuant to the terms of this Agreement, including without limitation the following:

(a) An assignment of all right, title and interest in and to the Stations' Permits to be assigned pursuant to Section 1.1(a) of this Agreement;

(b) A bill of sale for all of the Stations' Assets, including the Tangible Personal Property, to be conveyed pursuant hereto, pursuant to Section 1.1(b) of this Agreement;

(c) An assignment of all right, title and interest in and to the Contracts and Leases pursuant to Section 1.1(c) of this Agreement;

(d) The Lien Searches pursuant to Section 6.1(a)(xii) of this Agreement; and

(e) Further instruments and documents as Buyer may reasonably request to effect the transactions contemplated under this Agreement.

8.10 **FCC FRN Association.** At Closing, Seller shall notify the FCC of the closing of the transaction as to each of the Stations, and inform the FCC that the FCC FRN to be associated with the Stations' Permits shall be that as specified by the Buyer.

8.11 **Discharge of Liens.** At Closing, Seller shall deliver to Buyer duly-executed termination statements and releases as are appropriate to convey the Stations' Assets by Seller to Buyer free and clear of all liens, security interests, litigation and other encumbrances, except as specifically permitted by this Agreement or otherwise consented to by Buyer in writing.

## **Section 9** **Conditions Precedent to Seller's Obligations**

The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or at Closing, of each of the following conditions, any of which (except for the requirement that the FCC Consent to the Assignment Application has been granted) Seller may waive in writing:

9.1 **Representations, Warranties and Covenants.** All representations and warranties of Buyer made in this Agreement, or in any exhibit, schedule, certificate or other document delivered pursuant hereto, shall be true and correct on and as of the Closing Date with the same force and effect as if made on and as of that date, except for changes contemplated by this Agreement or changes that are not materially adverse (as determined by Seller in its sole discretion) which arise after the date hereof in the ordinary course of the business of the Stations. All of the terms, covenants and conditions to be complied with and performed by Buyer on or prior to the Closing Date shall have been complied with or performed in all material respects.

9.2 **FCC Consent.** The FCC Consent shall have been granted.

9.3 **Payment of Purchase Price.** On the Closing Date, Buyer shall pay the Purchase Price in accordance with Section 1.3(a) of this Agreement.

9.4 **Construction Payments.** On the Closing Date, Buyer shall deliver the payments and payment instruments in accordance with Section 2.3 of this Agreement.

9.5 **Buyer Certificate.** The Buyer shall have furnished the Seller with a certificate, dated the Closing Date and duly executed by an officer of Seller, to the effect that the conditions set forth in Section 9.1 have been satisfied;

9.6 **Instruments of Assumption.** Buyer shall have delivered to Seller instruments in form and substance reasonably satisfactory to counsel to Seller effecting the assumption of Buyer's obligations arising subsequent to the Closing Date in and to the Stations' Assets pursuant to the terms of this Agreement, including without limitation the following:

(a) An assumption of all obligations under the Stations' Permits to be assigned pursuant to Section 1.1(a) of this Agreement; and

(b) An assumption of all obligations under the Contracts and Leases pursuant to Section 1.1(c) of this Agreement.

9.7 **Adverse Proceedings.** No suit, action or governmental proceeding shall have been instituted against, and no order, decree, or judgment of any court, agency, or other governmental authority shall have been rendered against, the parties or either of them which would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms.

## **Section 10** **Transfer Taxes, Fees and Expenses**

10.1 **Transfer Taxes.** Seller shall pay any sales, use or transfer tax due as a result of this transaction.

10.2 **Parties' Expenses.** Except as provided in Sections 7.1 with regard to the filing fee for the Assignment Application, each party shall pay all of its own legal, accounting and other expenses which it incurs in connection with the transactions contemplated herein.

## **Section 11** **Risk of Loss**

11.1 **Risk of Loss.** The risk of any loss, damage or destruction to any of the Stations' Assets from fire or other casualty or cause shall be borne by Seller at all times prior to Closing, and by Buyer after the Closing.

**Section 12**  
**Termination Rights**

12.1 **Termination Rights.** Without limiting the right of either party to terminate this Agreement as otherwise provided herein, this Agreement may be terminated, upon written notice, upon the occurrence of any of the following:

(a) By either Buyer or Seller for a material default in the observance or performance of any term or covenant hereunder or a material breach of any material term, representation, warranty or covenant hereunder, by Buyer on the one hand or Seller on the other hand, which is not cured by the earlier of the Closing Date or within twenty (20) days after written notice of the breach, provided that the terminating party is not then in material default or material breach.

(b) By either Buyer or Seller if the FCC denies the FCC Consent (and such denial is not the fault, directly or indirectly, of the terminating party) and such order becomes a Final Order.

(c) By either Buyer or Seller if Closing has not occurred by February 1, 2016, provided that the terminating party is not then in material default or material breach.

**Section 13**  
**Pre-Closing Remedies**

13.1 **Seller's Breach.** In the event of a material breach by Seller of any of its representations and obligations hereunder, which is not cured by the earlier of the Closing Date or within twenty (20) days after written notice from Buyer, Buyer may bring an action to enforce the terms of this Agreement by decree of specific performance, it being agreed that the Stations' Assets include unique property that cannot be readily obtained on the open market and that Buyer will be irreparably injured if this Agreement is not specifically enforced. Seller agrees to waive the defense in any such action for decree of specific performance that Buyer has an adequate remedy at law, to cooperate fully in the filing of FCC applications and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy. In lieu of specific performance, in the event of an uncured material breach as described above by Seller, Buyer shall be entitled to monetary compensation for its loss of business opportunities, losses occasioned by delay, and attendant expenses incurred in entering into and carrying out this Agreement, in an amount of actual losses and damages.

13.2 **Buyer's Breach.** In the event of a material breach or default by Buyer of any of its warranties, representations or covenants hereunder, which breach or default is not cured by the earlier of the Closing Date or within twenty (20) days after written notice from Seller, Seller shall have the option to terminate this Agreement, and Seller shall be entitled to the Deposit as

liquidated damages in full and complete compensation for any damages to Seller as a result of Buyer's breach or default.

#### **Section 14** **Post-Closing Remedies**

14.1 **Seller's Indemnities.** For a period of one year after the Closing Date, Seller shall indemnify, defend and hold Buyer harmless from and against any and all losses, costs, liabilities, claims, actions, damages and expenses (including reasonable legal fees and other expenses incident thereto) of every kind, nature or description, arising out of or in connection with (a) the breach of any representation, warranty, covenant or agreement of Seller set forth in this Agreement (including the schedules hereto) or in any other document delivered to Buyer pursuant hereto; (b) any liability of Seller not assumed by Buyer herein; (c) a claim relating to the conduct of the business and operations of the Stations and the Stations' Assets prior to the Closing Date, including, without limitation, any taxes, assessments or similar charges relating to the operation of the Stations accrued or attributable to periods prior to the Closing Date; or (d) any claims by any of Seller's employees arising out of their employment with Seller.

14.2 **Buyer's Indemnities.** For a period of one year after the Closing Date, Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, costs, liabilities, claims, actions, damages and expenses (including reasonable legal fees and other expenses incident thereto) of every kind, nature or description arising out of, or in connection with (a) the breach of any representation, warranty, covenant or agreement of Buyer set forth in this Agreement or in any other document delivered to Seller pursuant hereto; (b) any Assumed Liability; or (c) a claim relating to the conduct of the business and the operation of the Stations by Buyer on or after the Closing Date, including, without limitation, any taxes, assessments or similar charges relating to the operation of the Stations accrued or attributable to periods on or after the Closing Date.

14.3 **Notice of Claim.** If any action, suit or proceeding shall be commenced by a third party against Buyer or Seller, as the case may be, in respect of which Buyer or Seller proposes to seek indemnification from the other under this Section 14 (a "Third-Party Claim"), then such party shall promptly notify the party from whom indemnification is sought (hereinafter the "Indemnifying Party") to that effect. The Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the defense of such Third-Party Claim, and the other party shall cooperate with all reasonable requests of the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred as the result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of a Third-Party Claim, then the other party shall have the right to participate in the defense of such claim at its own expense. If a Third-Party Claim requires immediate action, then the parties will make every effort to reach a decision with respect thereto as expeditiously as possible. If the Indemnifying Party does not elect to assume control or otherwise participate in the defense of

any Third-Party Claim, then it shall be bound by the results obtained by the other party with respect to such Third-Party Claim, but no settlement of a Third-Party Claim may be made by the Indemnifying Party without the written consent of the party being indemnified.

**Section 15**  
**Miscellaneous**

15.1 **Survival of Representations and Warranties.** Other than as specifically provided in this Agreement, the representations and warranties in this Agreement shall survive Closing for a period of one (1) year from the Closing Date.

15.2 **Assignment.** Neither party may assign this agreement without the prior written consent of the other party hereto, provided that Buyer may assign its right to acquire the Stations to an affiliate of Buyer if such assignment does not delay the FCC Consent or otherwise delay Closing, the representations made by Buyer under this agreement are true with respect to the assignee, and Buyer gives Seller prior written notice thereof. No such assignment shall relieve Buyer of any obligation or liability under this Agreement. The rights and obligations of the parties hereunder shall inure to the benefit of, and shall be binding upon, each of the parties hereto and their respective successors and permitted assigns.

15.3 **Construction and Venue for Legal Actions.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arkansas without regard to choice of laws principles. Any legal action brought under this Agreement shall be in either the state or federal court having jurisdiction over claims arising in Pine Bluff, Arkansas.

15.4 **Attorney's Fees and Costs.** Should any party default in the performance of any of the terms or conditions of this Agreement, which default results in the filing of a lawsuit or any action, the prevailing party in such lawsuit shall be entitled to reasonable attorneys' fees and costs as shall be determined by the court.

15.5 **Notices.** All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be sent by overnight, next business day, delivery, by Federal Express or a similar nationally-recognized overnight courier service, with all charges prepaid, and shall be deemed to have been duly delivered and received on the next business day. All such notices, demands, and requests shall be addressed as follows:

If to Seller:

One Media, Inc.  
506 North Pine  
Pittsburg, KS 66762  
Attn: Nancy Miller

with a copy to:

John C. Trent, Esq.  
Putbrese Hunsaker & Trent, PC  
200 South Church Street  
Woodstock, VA 22664

If to Buyer:

Bluff City Radio, LLC  
201 South 2nd Street  
Thornton, AR 71766  
Attn: Paul Coates

with a copy to:

John F. Garziglia, Esq.  
Womble Carlyle Sandridge & Rice, LLP  
1200 19<sup>th</sup> Street, N.W. Suite 500  
Washington, DC 20036

or at such other address as either party shall specify by notice to the other.

15.6 **Multiple Counterparts.** This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. All of such counterpart signature pages shall be read as though all of the signers had signed a single signature page. This Agreement may be signed and exchanged by facsimile transmission or by a scanned PDF sent by email, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

15.7 **Entire Agreement.** This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all other and prior memoranda and agreements between the parties with respect to such subject matter and may not be modified or amended except by a written instrument signed by all of the parties hereto.

15.8 **Investigations.** No inspection or investigation made by or on behalf of Buyer, or Buyer's failure to make any inspection or investigation, shall affect Seller's representations, warranties, and covenants set forth in this Agreement, or be deemed to constitute a waiver of any of those representations, warranties, and covenants.

15.9 **Captions.** The section captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

15.10 **No Waiver.** Unless otherwise specifically agreed in writing to the contrary: (a) the failure of any party at any time to require performance by another party of any provision of this Agreement shall not affect such party's right thereafter to enforce the same; (b) no waiver by any party of any default by another party shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (c) no extension of time granted by any party for the performance of any obligation or act by another party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

15.11 **Further Assurances.** From time to time at another party's request and without further consideration, a party shall execute and deliver such further instruments of conveyance, assignment and transfer, and take such other actions as the requesting party may reasonably request, in order to more effectively convey and transfer any of the Stations' Assets.

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

**SELLER:**

**ONE MEDIA, INC.**

By: \_\_\_\_\_  
Nancy Miller  
President

**BUYER:**

**BLUFF CITY RADIO, LLC**

By: \_\_\_\_\_  
Paul Coates  
President

15.9 **Captions.** The section captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

15.10 **No Waiver.** Unless otherwise specifically agreed in writing to the contrary: (a) the failure of any party at any time to require performance by another party of any provision of this Agreement shall not affect such party's right thereafter to enforce the same; (b) no waiver by any party of any default by another party shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (c) no extension of time granted by any party for the performance of any obligation or act by another party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

15.11 **Further Assurances.** From time to time at another party's request and without further consideration, a party shall execute and deliver such further instruments of conveyance, assignment and transfer, and take such other actions as the requesting party may reasonably request, in order to more effectively convey and transfer any of the Stations' Assets.

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

**SELLER:**

**ONE MEDIA, INC.**

By:   
Nancy Miller  
President

**BUYER:**

**BLUFF CITY RADIO, LLC**

By:   
Paul Coates  
President

**EXHIBIT A**  
**ORIGINAL BUILD OUT COSTS**

EQUIPMENT FOR CLASS A BUILD-OUT	65,000.00
EQUIPMENT FOR 2 CLASS C3 BUILD-OUTS	185,000.00
SMARTS SKYLLA AUTOMATION SYSTEM FOR 4 STATIONS	35,000.00
7 MONITORS FOR SKYLLA SYSTEM	950.00
4 COMPUTERS FOR PRODUCTION WITH SKYLLA SYSTEM	1,968.00
STARTECH USB TO VGA CONNECTORS FOR SKYLLA INSTALL	232.00
2 A/C SYSTEMS – 1 FOR STUDIO TRANSMITTER ROOM- 1 FOR TOWER	9,000.00
STUDIO ENGINEERING CONSTRUCTION EXPENSE	15,000.00
REPAIRS/PREP WORK FOR STUDIO TRANSMITTER ROOM	4,500.00
TOWER WORK FOR CLASS A INSTALLATION	5,300.00
TOWER WORK ESTIMATE FOR 2 CLASS C3'S	17,815.00

CONSTRUCTION OVERAGE \$139,765.00  
(SPLIT 50/50 BETWEEN SELLER AND BUYER )

**EXHIBIT B**  
**EXCESS EXPENSES**

CUSTOM STUDIO CABINETS IN ALL CONTROL ROOMS	\$ 9,800.00
TOWER GUY WIRE FENCING (REQUIRED FOR INSURANCE PURPOSES)	2,800.00
OFFICE FURNITURE	6,800.00
PARKING LOT PAVING	8,300.00
NATURAL LOG/NATURAL MUSIC (TRAFFIC/BILLING/MUSIC SCHEDULING)	
3,300.00	
REPLACING RUSTED GUY WIRES ON TOWER	2,800.00
GENERATOR FOR STUDIO BUILDING AND CLASS A STATION	28,000.00

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TOTAL \$ 61,800.00

BUYER RESPONSIBLE FOR 80%	49,440.00
SELLER RESPONSIBLE FOR 20%	12,360.00

**SCHEDULE 1.1(a)**  
**Stations' Permits**

Call Sign	Facility Status	Radio Service	Name	City	State	Zip	Community Of License	Status/Grant
NEW	CP OFF AIR	FM	ONE MEDIA, INC.	PITTSBURG	KS	66762	ALTHEIMER, AR	06/22/2012
NEW	CP OFF AIR	FM	ONE MEDIA, INC.	PITTSBURG	KS	66762	PINE BLUFF, AR	07/13/2012
NEW	CP OFF AIR	FM	ONE MEDIA, INC.	PITTSBURG	KS	66762	PINE BLUFF, AR	07/20/2012

**SCHEDULE 1.1(b)**  
**Tangible Personal Property**

The C. L. Kreger Companies, Inc. dba



**RF Specialties**  
OF MISSOURI

22406 NE 159th Street - Kearney, MO 64060 -

Phone: 800-467-7373 - Fax: 816-828-4508 - Email: rfmo@uniteone.net

**Equipment Proposal**

Date	Proposal #
12/08/14	RFMQ18252

**Sold To:** One Media, Inc.

Bill Wachter  
508 N Pine  
Pittsburg, KS 66762

Phone: 620-231-5620

Fax:

**Ship To:** New 99.3-mHz AT 6-kW ERP

Paul Coates 417-699-0848

PO Box 6  
Pine Bluff, AR 71766

Phone:

Fax:

Ln #	Qty	Description		
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1	1	Electronics Research Inc. LPX-3E Three Bay Roto-Tiller-X FM Antenna. End Fed. Input flange : 1-5/8" EIA female. Includes brackets for mounting on pole or uniform cross section standard tower section. 9kW input power handling capability. Circularly polarized antenna. Quarter-wave shorting stub included. Power gain = 1.5588	\$10,378.00	\$10,378.00
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**SPECIFY TUNING AND MOUNTING INFORMATION:**

Operating frequency: 99.3 mHz NEW FM, PINE BLUFF AR

Mounting brackets for:

- ( ) Pole mount
- ( ) Leg mount
- (XXX ) Face mount

Tower manufacturer: ROHN

Tower model number: \_\_\_\_\_

Leg or Face Mounting: Tower face measures \_\_\_\_\_ inches on \_\_\_\_\_ (insides, center or outsides.) Leg measures \_\_\_\_\_ inches outside diameter (if angle member leg, attach sketch indicating angle flange lengths and thickness.)

2	1	Nautel ALL NAUTEL TRANSMITTERS SHIP WITH FOUR YEAR ( 4 ) FACTORY WARRANTY	\$0.00	\$0.00
3	1	Nautel NV5-LT 5-KiloWatt Analog FM Transmitter. Totally Solid State 180-264 VAC Single Phase or Three Phase. * Integrated Exciter * Two Hot Swapable PA Modules * Four Hot Swapable PA Power Supply Modules * Other Low Voltage Requirements In Transmitter	\$34,900.00	\$34,900.00

Ln #	Qty	Description		
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are serviced by and additional  
 identical PA power supply module  
 \* Many Many Modes of on air operation with failed  
 RF PA modules and Failed PA Power Supplies  
 \* 71% Overall Efficiency @ .98 Power Factor !!  
 \* Advanced User Interface via Ip / web browser

**ALSO INCLUDES:**

- Membership In the Nautel User Group ( NUG )
- Membership In The Nautel Forum. Communicate, collabrate, learn, discuss tech topics with other Nautel users.
- Up-Date Manager. Be notified of new software releases that will keep your Nautel transmitter up to date with the most advanced feature set.

4	1	R/C I/O Interface Connector Kit for Nautel VS and LT Transmitters	\$99.00	\$99.00
5	1	SWR 150625 1-5/8" EIA flanged 90 degree elbow, reinforced, equal leg.	\$330.00	\$330.00
6	1	Eaton Innovative Technology XT50-1S-101 AC Surge & Transient Suppressor 50,000 Amps Peak Surge Current 120/240-VAC Single Phase-Split Phase	\$701.00	\$701.00
7	255	Radio Frequency Systems HCA-158-50J Air 1-5/8" Coaxial Transmission Line.	\$28.58	\$7,287.90
8	1	RFS 158E1AP-HCA158-001 Gas Pass Flange 1-5/8" EIA	\$499.00	\$499.00
9	1	RFS AIR FACTORY INSTALL Above Connector First Off Reel	\$99.00	\$99.00
10	1	RFS 158E1AP-HCA158-001 Gas Pass Flange 1-5/8" EIA	\$499.00	\$499.00
11	1	RFS 916534-158 Hoisting Grip for 1-5/8" Coax Lace Up	\$44.00	\$44.00
12	5	RFS CLAMP-158 Hanger Kit of Ten 1-5/8" Standard Butterfly Hanger Kit	\$39.00	\$195.00
13	5	Radio Frequency Systems RMA-AI Round member adapter kit of 10 for 1" to 2" round members	\$27.00	\$135.00
14	4	RFS 15597974 Grounding Kit for 1-5/8" GKFORM60-158	\$32.00	\$128.00

Ln #	Qty	Description		
15	1	858-KIT Nitrogen regulator, adjustable from 0-15 lb/in2. Includes pressure regulator, high and low guages and 25 feet of 3/8" polyethylene tubing and 1/8" NPT male connectors..	\$520.00	\$520.00
16	1	S-I Single Entry Port for 1-5/8" Coax with Boot and Cushion	\$99.00	\$99.00
17	1	Wheatstone FM-55 Digital FM Composite Processor, Five Band Front End Processor + Five band Back End Limiter Wheatnet IP, Digi-Composite 192 .	\$3,495.00	\$3,495.00
18	1	Sine Systems RFC-1/B Remote facilities controller-monitor and control transmitter via dial-up telephone.	\$1,225.00	\$1,225.00
19	1	Sine Systems RP-8 Eight channel relay panel for RFC-1.	\$479.00	\$479.00
20	1	Sine Systems SP-8 Heavy duty surge protector with telephone protection.	\$150.00	\$150.00
21	25	3.00 X .032 Copper Ground strap. 3.00 wide by .032"	\$5.59	\$139.75
22	1	Tripp-Lite Isobar6Ultra Six Outlet AC Surge Suppressor.	\$109.00	\$109.00
23	1	DM Engineering MSRA-RM Multi Station Relay Adaptor, Rack Mount .	\$579.00	\$579.00
24	1	:LESS MY TOWN GROUP BONUS DISCOUNT:	-\$500.00	-\$500.00
25	1		\$0.00	\$0.00
26	1	STUDIO:.	\$0.00	\$0.00
27	1	AudioArts R-55e-12 Fully modular twelve channel analog audio console in twelve channel story. Includes one quad mic preamp card. Two inputs per channel. Two stereo and two mono output busses. Two sets of meters. External rack mount power supply. 28.75" wide X 24.50" deep.	\$6,755.00	\$6,755.00
28	1	AudioArts SPN-55e Simplephone input module for R-55e console.	\$717.00	\$717.00
29	5	Electro Voice RE-20 "Classic" Variable-D dynamic cardioid studio microphone.	\$799.00	\$3,995.00
30	5	Electro Voice 309A Suspension shock mount for RE20 or RE27N/D.	\$178.00	\$890.00
31	5	O.C. White 51900-B Standard mic arm w/ riser-black.	\$189.00	\$945.00
32	5	dbx 286s Mic Preamp/Processor.	\$299.95	\$1,499.75
33	2	Yorville YSM6 Pair Active Studio Monitors .	\$259.00	\$518.00
34	5	Olsen 20/421 Microphone Windscreen for RE-20 Style Broadcast Microphones.	\$45.00	\$225.00

Ln #	Qty	Description	Unit Price	Total Price
35	4	Henry Engineering MINIPOD Headphone Amplifier .	\$115.00	\$460.00
36	4	Henry MiniPod Power Supply .	\$16.00	\$64.00
37	1	J K Audio INNPBX Innkeeper PBX digital telephone hybrid with handset interface..	\$495.00	\$495.00
38	5	Audio Technica ATH-M2X Stereo Headphones.	\$39.00	\$195.00
Note: Shipping is not included and will be prepaid and added. R F Specialties of Missouri collects sales tax for the states of Illinois, Kansas and Missouri. Some manufacturers may collect partial sales tax for other states, which will also be added, if collected. Please provide a valid tax exempt certificate with order to avoid collection of sales tax.			<b>Total List Price</b>	<b>\$78,349.40</b>
			<b>Package Discount</b>	<b>- 14,568.40</b>
			<b>Total</b>	<b>\$63,781.00</b>

The terms and conditions of this order are printed on separate pages and upon acceptance of this order by Seller at its home office in Kearney, MO, shall be binding upon Seller and Purchaser.

Estimated Shipment from Factory and acceptable payment assignments \_\_\_\_\_ days after receipt of purchase order.

Payment Terms: **50% DOWN 50% AT SHIP**  
All prices are f.o.b. shipping point.

A financing charge of one and one-half percent (1-1/2%) will be charged on any unpaid balance if full payment is not made within 30 days after shipment and no financing arrangements have been made. Payment terms are subject to prior credit department approval.

The price and shipment estimate quoted are valid for 30 days from the date of this proposal.

R F Specialties of Missouri

Proposal Submitted

By: \_\_\_\_\_  
Chris Kreger

**PURCHASER'S ACCEPTANCE**

The above proposal is accepted:

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

Customer Order No. \_\_\_\_\_

Ship to:  Same as above  Following address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The C. L. Kreger Companies, Inc. dba



# RF Specialties<sup>®</sup>

OF MISSOURI

22406 NE 159th Street - Kearney, MO 64060 -

Phone: 800-467-7373 - Fax: 816-628-4508 - Email: rfmo@uniteone.net

## Equipment Proposal

Date	Proposal #
12/24/14	RFMQ18251

**Sold To:** My Town Media

Bill Wachler  
412 N. Locust  
Pittsburg, KS 66762

**Phone:** 620-232-5993

**Fax:**

**Ship To:**

PINE BLUFF / ALTHEIMER, AR

**Phone:**

**Fax:**

Ln #	Qty	Description		
1	1	Jampro JMPC-6C Six bay medium power circularly polarized "Penetrator" center feed FM antenna. 10 kW maximum input power. 1-5/8" feed lines. Price includes factory VSWR tuning, standard mounting brackets and mounting hardware to fit up to 3" round leg mount, Installation instructions. Power gain = 3.1  Double Tuned for combined operation on 98.1-mHz and 101.3-mHz Diplex Operation. Includes 3-1/8" EIA Input	\$23,827.00	\$23,827.00
2	1	Jampro Electrical Deicers for Six Bay	\$2,930.00	\$2,930.00
3	1	ETI APS-4C De-Icing Control Panel 208 V, Three Phase W/ Three Phase Contactor.	\$1,479.00	\$1,479.00
4	1	500 Feet Of De-Icer Circuit Wiring for tower. Includes 500-Foot #12 Type UF Romex and Attachment Accessories. Plus 100-Feet of 1" ID Conduit with Attachment Hardware and junction Box. (top 100-feet of de-icer wiring shall be in conduit for protection from RF )	\$1,490.00	\$1,490.00
5	1	Jampro RCCS 312-2.5H FM Channel Combiner for 98.1-mHz and 101.3-mHz 1-5/8" EIA Inputs and 3-1/8" EIA Output 10-kW Per Channel Power Rating	\$15,260.00	\$15,260.00
6	1	Jampro FM System Tune and I/M Report ERI Factory tech for setup and commissioning of two station combiner and antenna field matching after antenna installation. Includes written report documentation to prove compliance with FCC 73.317 Customer Must Provide Tower Man	\$9,900.00	\$9,900.00

Ln #	Qty	Description		
7	2	SWR TL-150200 1-5/8" 50 ohm EIA flanged straight transmission line section. 20 foot.	\$910.00	\$1,820.00
8	6	SWR 150625 1-5/8" EIA flanged 90 degree elbow, reinforced, equal leg.	\$330.00	\$1,980.00
9	6	SWR 150556 1-5/8" EIA field flange with hose clamp for unpressurized rigid line.	\$74.00	\$444.00
10	4	SWR 150512 1-5/8" split finger bullet w/ insulator, silver plated.	\$40.00	\$160.00
11	1	SWR 350625 3-1/8" EIA flanged elbow, 90 degree, equal legs.	\$560.00	\$560.00
12	520	RFS HCA300-50J 3" Air Transmission Line	\$44.50	\$23,140.00
13	1	Radio Frequency Systems 318E1AP-HCA300-005 3-1/8" EIA gas pass flange for 3' Air coax Installed First off	\$999.00	\$999.00
14	1	RFS AIR FACTORY INSTALL Above Connector First Off Reel	\$99.00	\$99.00
15	1	Radio Frequency Systems 318E1A-HCA300-005 3-1/8" EIA gas barrier flange for 3' Air coax Loose	\$899.00	\$899.00
16	3	RFS HOIST1-300L Hoisting Grip for RFS Air Coax Sizes 3" and 3.5"	\$118.00	\$354.00
17	12	RFS CLAMP-300 Hanger Kit of Ten for HCC300-50J	\$129.00	\$1,548.00
18	12	Andrew 31768A Angle Member Adapter Kit (SS) (10).	\$69.00	\$828.00
19	4	RFS GKFORM60-300 Grounding Kit for 3" RF Coaxil Cable	\$65.00	\$260.00
20	1	Andrew 858-KIT Nitrogen regulator, adjustable from 0-15 lb/in2. Includes pressure regulator, high and low guages and 25 feet of 3/8" polyethylene tubing and 1/8" NPT male connectors..	\$520.00	\$520.00
21	1	SI Two Port Entry Panel With Cusions and Boots	\$299.00	\$299.00
22	1	Nautel ALL NAUTEL TRANSMITTERS SHIP WITH FOUR YEAR ( 4 ) FACTORY WARRANTY	\$0.00	\$0.00
23	1	Nautel NV7.5-LT 7500 Watt Analog FM Transmitter. Totally Solid State 180-264 VAC Single Phase or Three Phase. * Integrated Exciter	\$42,900.00	\$42,900.00

Ln #	Qty	Description		
		<ul style="list-style-type: none"> <li>* Four Hot Swapable PA Modules</li> <li>* Eight Hot Swapable PA Power Supply Modules</li> <li>* Other Low Voltage Requirements In Transmitter are serviced by and additional identical PA power supply module</li> <li>* Many Many Modes of on air operation with failed RF PA modules and Failed PA Power Supplies</li> <li>* 72% Overall Efficiency @ .98 Power Factor !!</li> <li>* Advanced User Interface via ip / web browser</li> </ul> <p>ALSO INCLUDES:</p> <ul style="list-style-type: none"> <li>-Membership In the Nautel User Group ( NUG )</li> <li>-Membership In The Nautel Forum. Communicate, collabrate, learn, discuss tech topics with other Nautel users.</li> <li>- Up-Date Manager. Be notified of new software releases that will keep your Nautel transmitter up to date with the most advanced feature set.</li> </ul> <p>FREQUENCY: 101.3-mHz APPROX TPO: 5050-Watts</p>		
24	1	<p>Nautel NV3.5-LT 4000-Watt Analog FM Transmitter. Totally Solid State 180-264 VAC Single Phase or Three Phase.</p> <ul style="list-style-type: none"> <li>* Integrated Exciter</li> <li>* Two Hot Swapable PA Modules</li> <li>* Four Hot Swapable PA Power Supply Modules</li> <li>* Other Low Voltage Requirements In Transmitter are serviced by and additional identical PA power supply module</li> <li>* Many Many Modes of on air operation with failed RF PA modules and Failed PA Power Supplies</li> <li>* 72% Overall Efficiency @ .98 Power Factor !!</li> <li>* Advanced User Interface via ip / web browser</li> </ul> <p>ALSO INCLUDES:</p> <ul style="list-style-type: none"> <li>-Membership In the Nautel User Group ( NUG )</li> <li>-Membership In The Nautel Forum. Communicate, collabrate, learn, discuss tech topics with other Nautel users.</li> <li>- Up-Date Manager. Be notified of new software releases that will keep your Nautel transmitter up to date with the most advanced feature set.</li> </ul> <p>FREQUENCY: 98.1-mHz APPROX TPO: 3550 WATTS</p>	\$30,900.00	\$30,900.00
25	2	R/C I/O Interface Connector Kit for Nautel VS and LT Transmitters	\$99.00	\$198.00
26	1	Honeywell T6054A1005 Commercial Thermostat 30 to 110 degreesF range with SPDT 7 Amp Close or Open	\$99.00	\$99.00

Ln.#	Qty	Description		
		on rise relay 120- ro 240-VAC		
27	1	Eaton Innovative Technology PTE160-3X-101 AC Surge, Transient and TVSS Supressor Sinewave Tracking 160,000 Amps Peak Surge Current 120/240- Single Phase - Split Phase	\$2,794.00	\$2,794.00
28	1	Delta LA302 Single Phase AC Lightning Arrestor.	\$99.95	\$99.95
29	75	3.00 X .032 Copper Ground strap. 3.00 wide by .032"	\$5.59	\$419.25
30	1	Sine Systems RFC-1/B Remote facilities controller-monitor and control transmitter via dial-up telephone.	\$1,225.00	\$1,225.00
31	2	Sine Systems RP-8 Eight channel relay panel for RFC-1.	\$479.00	\$958.00
32	2	Sine Systems SP-8 Heavy duty surge protector with telephone protection.	\$150.00	\$300.00
33	1	Sine Systems ACM-2 AC current (tower light) monitor.	\$149.00	\$149.00
34	2	Orban 5500 Optimod FM Digital audio processor with five band and two band processing in a single rack unit..	\$3,990.00	\$7,980.00
35	1	Mark Antennas P9A48GN-U Four foot Grid dish STL antenna for 940-960 MHz. Includes mount for 1.9" to 4.5" O.D. pipe.	\$1,465.00	\$1,465.00
36	1	Mark Antennas P9A72GN-U Six foot Grid dish STL antenna for 940-960 MHz. Includes mount for 1.9" to 4.5" O.D. pipe.	\$2,066.00	\$2,066.00
37	500	RFS LCF78-50JA-A0 Foam 7/8" Coaxial Transmission Line	\$6.30	\$3,150.00
38	1	RFS NF-LCF78-D01K Type N-Female Connector	\$49.00	\$49.00
39	1	RFS FOAM FACTORY INSTALL Above Connector First Off Reel	\$55.00	\$55.00
40	1	RFS NF-LCF78-D01K Type N-Female Connector	\$49.00	\$49.00
41	1	RFS FOAM FACTORY INSTALL Above Connector Last Off Reel	\$55.00	\$55.00
42	2	RFS NF-LCF78-D01K Type N-Female Connector	\$49.00	\$98.00
43	6	RFS NMNMS12-030FFS Jumper 1/2" CellFlex N-Male, Both Ends, Three Feet	\$88.00	\$528.00
44	3	RFS HOIST1-78L Hoisting Grip for 7/8" Coax	\$39.00	\$117.00
45	5	RFS GKFORM60-78 Grounding Kit, 7/8" Coax	\$29.00	\$145.00

Ln #	Qty	Description		
46	2	SI-UWP WX Proofing Kit	\$22.50	\$45.00
47	3	SI-CT12-100 Nylon Cable Ties, UV Resistant 12" Long, Package of 100 USE AT 24" ( 2-FT ) INTERVAL	\$19.75	\$59.25
48	1	Telewave TW-930-2HRA1-SL Two Port Ferrite Isolator Based STL Combiner For 950-mHz Band STL Transmitters of Up To 25 Watts Each. 50-Ohms, Type N Connectors. Approx 4db Insertion Loss Rack Mount.	\$2,539.00	\$2,539.00
49	1	Telewave ANTPD29 Two Way Power Divider, 950-mHz Band Type N Connectors	\$149.00	\$149.00
50	2	Armstrong X-LINK Composite STL System, PLL Freq Agile. Transmitter and Receiver	\$5,550.00	\$11,100.00
51				
52				
53	2	AudioArts R-55e-8 Fully modular eight channel analog audio console. Includes one quad mic preamp card. Two inputs per channel. Two stereo and two mono output busses. Two sets of meters. External rack mount power supply. 19.70 " wide X 24.50" deep..	\$5,155.00	\$10,310.00
54	2	AudioArts SPN-55e Simplephone Input module for R-55e console.	\$717.00	\$1,434.00
55	4	dbx 286s Mic Preamp/Processor.	\$299.95	\$1,199.80
56	4	Electro Voice RE-20 "Classic" Variable-D dynamic cardioid studio microphone.	\$799.00	\$3,196.00
57	4	Electro Voice 309A Suspension shock mount for RE20 or RE27N/D.	\$178.00	\$712.00
58	4	O.C. White 51900-B Standard mic arm w/ riser-black.	\$189.00	\$756.00
59	4	Yorkville YSM6 Active Studio Monitor Speaker	\$249.00	\$996.00
60	4	Olsen 20/421 Microphone Windscreen for RE-20 Style Broadcast Microphones.	\$45.00	\$180.00
61	2	Henry Engineering MINIPOD Headphone Amplifier .	\$115.00	\$230.00
62	2	Henry MiniPod Power Supply .	\$16.00	\$32.00
63	2	Telos 2001-00242 HX-1 Digital Single Line telephone Hybrid, Rack Mount.	\$795.00	\$1,590.00

Ln #	Qty	Description		
		Universal POTS interface, Advanced 3rd generation hybrid, disconnect signal detection, auto answer selectable, switchable mic/line input, front panel send and receive audio metering, audio sweetening tools. 120vac USA		
64	4	Tripp-Lite Isobar6Ultra Six Outlet AC Surge Suppressor.	\$109.00	\$436.00
Note: Shipping is not included and will be prepaid and added. R F Specialties of Missouri collects sales tax for the states of Illinois, Kansas and Missouri. Some manufacturers may collect partial sales tax for other states, which will also be added, if collected. Please provide a valid tax exempt certificate with order to avoid collection of tax.			<b>Total List Price</b>	\$219,559.25
			Package Discount	- 37,841.04
			<b>Total</b>	<b>\$181,718.21</b>

The terms and conditions of this order are printed on separate pages and upon acceptance of this order by Seller at its home office in Kearney, MO, shall be binding upon Seller and Purchaser.

Estimated Shipment from Factory and acceptable payment assignments \_\_\_\_\_ days after receipt of purchase order.

Payment Terms: 50% DOWN BAL INVOICE  
All prices are f.o.b. shipping point.

A financing charge of one and one-half percent (1-1/2%) will be charged on any unpaid balance if full payment is not made within 30 days after shipment and no financing arrangements have been made. Payment terms are subject to prior credit department approval.

The price and shipment estimate quoted are valid for 30 days from the date of this proposal.

R F Specialties of Missouri

Proposal Submitted  
By: \_\_\_\_\_  
Chris Kreger

**PURCHASER'S ACCEPTANCE**  
The above proposal is accepted:

Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Title \_\_\_\_\_  
 Customer Order No. \_\_\_\_\_  
 Ship to:  Same as above  Following address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SCHEDULE 1.1(c)**  
**Contracts and Leases**