

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of this 20th day of May, 2014 (the "Effective Date") by and among HAYDEN HAMILTON MEDIA STRATEGIES, INC., a North Carolina corporation ("Buyer"), and EASY RADIO, INC., a Virginia corporation ("Seller"), JASON D. CAVE in his individual capacity, JOSHUA CAVE in his individual capacity, and ELIZABETH CAVE KITE in her individual capacity (each a "Party" and, collectively, the "Parties").

RECITALS

WHEREAS, Seller is the licensee and operator of radio stations WMXH-FM, Luray, Virginia (FCC Facility ID # 12625) and WRAA(AM), Luray, Virginia (FCC Facility ID # 12572) (each a "Station" and together the "Stations") holding valid authorizations for the operations thereof from the Federal Communications Commission (the "FCC"), and Seller owns or leases all other assets used in connection with the operation of the Stations;

WHEREAS, Buyer desires to purchase from Seller the Assets (as defined in Section 1.1) used exclusively in the operation of the Stations, and to obtain an assignment from Seller of all FCC Licenses and Other Authorizations (as defined in Section 1.1(a)) held in connection with the operation of the Stations, and Seller desires to sell such Assets to Buyer and to assign to Buyer all such FCC Licenses and Other Authorizations, all in accordance with and subject to the terms and conditions herein,

WHEREAS, Jason Cave, Joshua Cave, and Elizabeth Cave Kite (together the "Caves") are the owners of the Stations, and Buyer desires to obtain and each of the Caves is willing to enter into a covenant not to compete against Buyer in connection with the transaction contemplated by this Agreement;

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree to the following terms and conditions:

ARTICLE 1: SALE AND PURCHASE

1.1 **Station Assets.** Subject to the terms and conditions herein contained, Seller shall grant, convey, sell, assign, transfer and deliver to Buyer on the Closing Date (as defined below) all assets, properties, interest and rights of Seller used exclusively in connection with the Stations (collectively, the "Station Assets"), but excluding the Excluded Assets, as defined below. The Station Assets shall include, without limitation, the following:

(a) **Licenses and Authorizations.** All licenses, authorizations, permits and approvals issued with respect to the Stations by the FCC (the "FCC Authorizations"), by the Federal Aviation Administration ("FAA"), and by any other federal, state or local governmental authorities in connection with the conduct of the business and operation of the Stations, including, without limitation, those set forth on Schedule 1.1(a) attached hereto.

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(b) **Tangible Personal Property.** All equipment and other tangible personal property used exclusively in connection with the business and operation of the Stations, including, without limitation, the personal property listed and described on Schedule 1.1(b) attached hereto, and any additions and improvements thereto between the Effective Date and the Closing Date (collectively, the "Tangible Personal Property").

(c) **Real Property Leases.** Except for Seller's interest in the property to be leased to Buyer located at 130 University Blvd., Harrisonburg, VA 22801 and 1057 U.S. Highway 211 West, Luray, VA, pursuant to the lease agreements attached hereto as Exhibit C (the "Office Lease Agreements"), all of the real property interests leased, subleased, licensed or otherwise occupied by Seller (the "Real Property Leases") (including any appurtenant easements, building, structures, fixtures and other Improvements located thereon), that are exclusively or primarily used or exclusively or primarily held for use in the operation of the Station, including the Real Property Leases listed on Schedule 1.1(c).

(d) **Contracts.** The contracts and agreements listed and described on Schedule 1.1(d) (collectively, the "Assumed Contracts").

(e) **Intangible Property.** The slogans, marks, domain names, the unrestricted right to use of content located and publicly accessible from such domain names and the "visitor" email databases for those sites, and other intangible property held for use or licensed exclusively in connection with the Stations including, without limitation, those described on Schedule 1.1(e) attached hereto (collectively, the "Intangible Property"); except that Buyer shall not acquire any rights or liabilities related to the logos currently used by the Sellers.

(f) **Files and Records.** The Stations' public inspection files, filings with the FCC relating to the Stations, and such other technical information, engineering data, books and records that relate to the Stations and the Station Assets being conveyed hereunder; and all sales and promotional literature, manuals and data, sales and purchase correspondence, lists of present and former suppliers, and lists of present and former customers that relate to the Stations and the Station Assets.

(g) **Claims.** Any and all claims and rights against third parties if and to the extent that they relate to Station Assets, including, without limitation, all rights under manufacturers' and vendors' warranties.

(h) **Prepaid Items.** All deposits, reserves and prepaid expenses relating to the Station Assets and prepaid taxes relating to the Station Assets, pro-rated as of Closing.

(i) **Call Letters.** All of Seller's rights and interests to the use of the call letters of the Stations as call letters or as part of a trade name.

1.2 **Excluded Assets.** The following shall be excluded from the Station Assets and retained by Seller (collectively, the "Excluded Assets"):

(a) **Cash.** All cash, cash equivalents or similar investments such as certificates of deposit, treasury bills and other marketable securities on hand and/or in banks and deposits of Seller.

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(b) **Accounts Receivable.** All accounts receivable of Seller arising from the operation of the Station prior to the Closing and outstanding and uncollected as of the Closing (the "Accounts Receivable"). All Accounts Receivable on the books as of the Closing shall be turned over to Buyer for collection for a period of thirty (30) calendar days after closing. Buyer will remit to Seller all funds collected no later than sixty (60) calendar days after closing, net of expenses of collection. At the end of the 60-day period, Buyer will provide a final accounting and return to Seller any accounts remaining uncollected at that time.

(c) **Insurance.** Any insurance policies, promissory notes, amounts due from employees, bonds, letters of credit, or other similar items, any cash surrender value in regard thereto of Seller, and any proceeds from insurance claims made by Seller relating to property or equipment included in the Station Assets that has been repaired, replaced or restored by Seller prior to the Closing Date.

(d) **Benefit Plans.** Any pension, profit-sharing or cash or deferred (Section 401(k)) plans and trusts and assets thereof, or any other employee benefit plan or arrangement, and the assets thereof.

(e) **Tax Refunds.** Any interest in and to any refunds of federal, state or local franchise, income or other taxes of Seller.

(f) **Personal Property.** All tangible and intangible personal property described on Schedule 1.2(f) attached hereto, and all tangible and intangible personal property of Seller disposed of or consumed between the date of this Agreement and the Closing in the ordinary course of business.

(g) **Studios and Offices.** Sellers' interest in the property to be leased by Sellers to Buyer pursuant to the Office Lease Agreements attached hereto as Exhibit C.

(h) **Real Property.** For avoidance of doubt, all real and personal property associated with the Caves' Shenandoah Woods cabin rental business and all real property owned by Easy Radio, Inc. and located at 130 University Blvd., Harrisonburg, Virginia.

(i) **Books and Records.** The financial records, account books and general ledgers and all corporate records of Seller, including, but not limited to, tax returns and transfer books.

(j) **Contracts.** Any contracts or agreements not listed on Schedule 1.1(d).

(k) **Other Assets.** Any assets used primarily in connection with any other business owned or operated by Seller.

1.3 **Liabilities.** The Station Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements, equipment leases, and other liens, liabilities and encumbrances of every kind and nature ("Liens"), other than for taxes not yet due and payable, Liens that will be discharged prior to Closing and Buyer's obligations to perform on and after the Closing Date the obligations arising under the Assumed Contracts and other Station Assets ("Permitted Liens"). Buyer shall

assume and undertake to pay, discharge and perform all obligations and liabilities relating to the Assumed Contracts and other Station Assets arising or occurring after the Closing. Buyer shall not assume (i) any obligations or liabilities under Assumed Contracts or other Station Assets relating to the period prior to the Closing; (ii) any obligations or liabilities of Seller which are unrelated to the Station Assets being sold hereunder; (iii) any obligations or liabilities relating to employees of Seller; (iv) any obligations or liabilities relating to the Excluded Assets; (v) any federal, state or local franchise, income or other taxes of Seller; or (vi) any other obligations or liabilities of Seller.

1.4 **Purchase Price.**

(a) **Purchase Price.** The aggregate total purchase price to be paid for the Station Assets and the Non-Competition Agreement will be Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) (the "Purchase Price"), payable in cash at Closing, less the Escrow Amount (as defined below) simultaneously delivered to Seller, and subject to the prorations described below, by wire transfer of immediately available funds. The purchase price allocation will be Three Hundred Twenty-Two Thousand Dollars (\$322,000.00) for the Station Assets and Three Thousand Dollars (\$3,000.00) for the Non-Competition Agreement.

(b) **Escrow Deposit.** Simultaneously with the execution and delivery of this Agreement, Buyer will deposit **Sixteen Thousand Two Hundred Fifty Dollars (\$16,250)** (the "Escrow Amount") of the Purchase Price into escrow. The Escrow Amount shall be held and disbursed by Brooks, Pierce, McLendon, Humphrey & Leonard LLP as the escrow agent (the "Escrow Agent") pursuant to the terms of a Deposit Escrow Agreement in the form attached hereto as Exhibit A (the "Escrow Agreement"). At the Closing, the Parties shall cause the Escrow Amount to be paid to Seller and all interest on the Escrow Amount to be paid to Buyer.

(c) **Non-Competition Agreement.** Jason Cave, Joshua Cave, and Elizabeth Cave Kite each agrees that at Closing he/she shall execute a Non-Competition Agreement which sets forth the terms and conditions under which he/she shall provide Buyer a limited covenant not to compete in a specified geographic location for a specified period of time in the form attached hereto as Exhibit B (the "Non-Competition Agreement").

1.5 **Prorations.** The parties agree to prorate all expenses arising out of the operation of the Stations which are incurred, accrued, or payable, as of 11:59 p.m. local time of the day preceding the Closing. The items to be prorated shall include, but not be limited to, power and utilities charges, FCC regulatory fees (based on the most recent publicly available information about the cost of such regulatory fees for the Stations), personal property taxes upon the basis of the most recent tax bills and information available, security deposits, and similar prepaid and deferred items. The prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within forty-five (45) days after the Closing Date.

1.6 **Allocation of Purchase Price.** Buyer and Seller shall negotiate in good faith an allocation of the Purchase Price to the assets acquired hereunder in a manner which complies with Section 1060 of the Internal Revenue Code of 1986, as amended to the date hereof (the "Code"), prior to Closing.

ARTICLE 2: FCC CONSENT; CLOSING

2.1 **FCC Consent; Assignment Application.** Buyer and Seller shall execute, file, and vigorously prosecute an application to the FCC (the "Assignment Application") requesting the FCC's consent (the "FCC Consent") to the assignment from Seller to Buyer of all FCC Authorizations pertaining to the Station. The Assignment Application shall be filed not later than fifteen (15) days after the date of the execution of this Agreement. Buyer and Seller shall take all reasonable steps to cooperate with each other and with the FCC in order to secure such FCC Consent without delay and to promptly consummate the transaction contemplated in this Agreement in full. Buyer shall reimburse Seller for one-half of the FCC filing fee paid in connection with the Assignment Application. Each party shall be responsible for all of its other costs with respect to the preparation, filing and prosecution of the Assignment Application. Buyer and Seller shall promptly notify each other of, and provide copies of, all documents filed with or received from the FCC or any other governmental agency with respect to this Agreement, the Assignment Application or the transaction contemplated hereby. If Buyer or Seller becomes aware of any fact which would prevent or delay the FCC Consent or the Final Order (as defined below), it shall promptly notify the other Party.

2.2 **Closing Date; Closing Place.** The closing (the "Closing") of the transaction contemplated in this Agreement shall occur on the later date (the "Closing Date") of (a) May 1, 2014, or (b) a date that is no more than five (5) business days following the date on which the FCC Consent shall have become a Final Order (as defined below) unless such requirement shall have been waived by Buyer in its sole discretion, and the other conditions to the Closing set forth in Articles 7 and 8 hereof shall have either been waived or satisfied; and Seller and Buyer agree to cooperate to the extent necessary to obtain the FCC's extension of the effectiveness of the FCC Consent as may be required. For purposes of this Agreement, the term "Final Order" means action by the FCC consenting to an FCC Assignment Application, and such consent shall not have been reversed, stayed, enjoined, set aside, annulled, or suspended, and with respect to which action no timely request for stay, petition for rehearing, petition for reconsideration, application for review, or notice of appeal is pending, and as to which the times for filing any such request, petition, application, notice, or appeal, or for reconsideration or review by the FCC on its own motion, shall have expired. The Closing shall be held at the offices of Brooks, Pierce, McLendon, Humphrey, & Leonard, LLP, 1600 Wells Fargo Capitol Center, 150 Fayetteville Street, Raleigh, NC, 27601, unless the Parties mutually agree otherwise.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer:

3.1 **Organization and Authorization.** Seller is a corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Virginia. Seller has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transaction contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby on Seller's part, have been duly and validly authorized by Seller, and no other proceedings on the part of Seller are necessary to authorize the execution and delivery of, or the performance of Seller's obligations under, this Agreement, or to consummate the transaction contemplated

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hereby. This Agreement has been duly and validly executed and delivered by Seller. This Agreement constitutes the legal, valid, and binding obligation of Seller enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

3.2 **No Defaults.** The execution, delivery, and performance of this Agreement by Seller, and the consummation of the transaction contemplated hereby, will not (i) constitute a violation of, or conflict with, Seller's by-laws or other similar organizational documents, (ii) result in a default (or give rise to any right of termination, cancellation, or acceleration) under, or conflict with, any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, agreement, lease, or other instrument or obligation relating to the business of the Stations and to which Seller or any of the Station Assets may be subject, (iii) violate any statute, regulation, order, injunction, or decree of any federal, state, or local governmental authority or agency which is applicable to Seller or any of the Station Assets, (iv) result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the Station Assets, other than permitted liens or the Liens arising in favor of Buyer from this Agreement, or (v) require the consent or approval of any governmental authority, lending institution, or other third party other than the FCC Consent, except as otherwise noted in Schedule 3.10 hereto.

3.3 **Tangible Personal Property.** Schedule 1.1(b) hereto contains a list of all Tangible Personal Property owned by Seller that is material and required for the lawful operation of the Station in the manner and to the full extent the Station is presently operated. Seller owns and has, and will have on the Closing Date, good and marketable title to the Tangible Personal Property. Each material item of Tangible Personal Property (i) is in good condition and repair, ordinary wear and tear excepted, (ii) has been maintained in a manner substantially consistent with generally accepted standards of good engineering practice, and (iii) is operating in full compliance, in all material respects, with the FCC Authorizations and rules and regulations of the FCC and FAA. For purposes of this Section, material Tangible Personal Property shall be such property valued at One Hundred Dollars (\$100.00) or more.

3.4 **FCC Authorizations and Other Licenses.** Schedule 1.1(a) hereto contains a true and complete list of the FCC Authorizations and all other licenses, permits, or other authorizations from governmental or regulatory authorities that are required for the lawful conduct of the business and operations of the Stations in the manner and to the full extent that the Stations are presently operated. The FCC Authorizations and other licenses are in full force and effect, unimpaired by any act or omission of Seller. Seller lawfully holds the FCC Authorizations and the other licenses, permits, and authorizations listed on Schedule 1.1(a), none of which is subject to any restrictions or conditions that would limit in any material respect the operations of the Stations, other than (i) as may be set forth on the faces of such FCC Authorizations and other licenses, or (ii) as may be applicable to substantial segments of the radio broadcasting industry. Seller is operating the Stations in material compliance with the FCC Authorizations, the Communications Act of 1934, as amended, and all regulations and published policies of the FCC (the "Communications Laws"). As of the Closing Date, the location of the Stations' main studio(s) comply(ies) with the FCC's Main Studio Rule (47 CFR 73.1125), and Seller shall bear all costs of compliance. To Seller's knowledge, the Stations are not transmitting or receiving any objectionable interference to or from any other station. There is not now pending, or, to Seller's knowledge, threatened, any action by or before the FCC to revoke,

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cancel, rescind, modify, or refuse to renew any of such FCC Authorizations, and Seller has not received any notice of, and has no knowledge of, any pending, issued, or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either Seller or the Stations. All material reports, applications, filings and other disclosures required to be filed with or submitted to the FCC by Seller with respect to the operation of the Stations have been timely filed, and all such reports and filings are accurate and complete in all material respects. Seller maintains a public inspection file for the Station and such file complies with the Communications Laws in all material respects.

3.5 **Broadcast Tower(s)**. The Stations' towers are obstruction marked and lighted and are properly registered with the FCC to the extent required by, and in accordance with, the rules and regulations of the FAA and the FCC. The operations of the Stations do not exceed permissible levels of exposure to non-ionizing electromagnetic radiofrequency ("RF") radiation specified in the FCC's rules and regulations concerning RF radiation. All of the towers, guy anchors, guy wires, cables, driveways, parking lots, ground systems, transmitting equipment, buildings and other improvements relating to the operations of the Stations are located entirely on and wholly within the lot limits and metes and bounds of the property subject to the Real Property Leases and do not encroach on any adjoining premises.

3.6 **Title**. Seller has or as of the Closing Date will have, and will convey to Buyer, good and marketable title to the Station Assets, free and clear of any and all claims, liens, and encumbrances of any kind whatever other than Permitted Liens. Seller enjoys peaceful and quiet possession of all of the Station Assets.

3.7 **Employees**. Buyer shall have no obligation to offer employment to any employee of Seller or the Stations. Buyer may in its discretion offer employment to any employee of Seller or the Stations. Buyer shall have no liability with respect to any such employee or for any such employee's benefits of any kind or nature, except to the extent that Buyer shall offer employment to any such employee and then only from and after the time at which such offer shall have been extended, and accepted by such employee, and subject to the terms and conditions thereof.

3.8 **Broker's Fee**. [Intentionally Deleted.]

3.9 **Litigation; Compliance with Law**. Except as otherwise set forth herein, Seller is not subject to any order, writ, injunction, judgment, arbitration, decision, or decree having a binding effect and affecting the business of the Stations or the Station Assets or which restrains or enjoins, or purports to restrain or enjoin, or could reasonably be expected to restrain or enjoin, the transaction contemplated hereby, and to Seller's knowledge no such proceeding is pending. There is no material litigation pending by or against, or, to Seller's knowledge, threatened against, Seller which relates to the Stations or which could materially and adversely affect any of the Station Assets. Seller, with respect to the Stations, has complied in all material respects with all applicable laws, regulations, orders, or decrees. The present uses by Seller of the Stations Assets do not violate any such laws, regulations, orders, or decrees in any material respect, and Seller has no knowledge of any basis for any claim for compensation or damage or other relief from any violation of the foregoing.

3.10 **Approvals and Consents.** Except as described in Schedule 3.10 hereto, the execution, delivery and performance by Seller of this Agreement and the consummation of the transaction contemplated hereby will not require any consent, permit, license or approval of any person, entity or government or regulatory authority other than the FCC Consent. Seller shall cause the delivery of the Non-Competition Agreement and the Office Lease Agreements as provided herein.

3.11 **Insurance.** All of the material Station Assets that are insurable are insured against loss, injury, or damage to the full extent of their replacement value. All premiums due and payable to date under such insurance policies have been paid. There is no material claim pending under any such insurance policy as to which coverage has been questioned, denied, or disputed by the underwriters of such policies.

3.12 **Tax Matters.** Seller has duly, timely, and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll, and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies, and losses required to be paid. To Seller's knowledge, no event has occurred which could impose upon Buyer any liability for any taxes, penalties, or interest due or to become due from Seller from any taxing authority. No audit or other administrative or court proceeding is pending with any governmental authority with respect to taxes of Seller, and no written notice thereof has been received by Seller. There are no liens for taxes upon any Station Assets, except liens for taxes not yet due and payable.

3.13 **Performance of Assumed Contracts.** Seller has made available to Buyer correct and complete copies (including amendments, extensions, or renewals thereto) of all the Assumed Contracts (listed in Schedule 1.1(d)). To Seller's knowledge, Seller has fully and timely performed all of its obligations pursuant to each of the Assumed Contracts and is not in default or breach of any such agreements. Seller has not received notice from any party to any Assumed Contract that such party contends that it is in default or breach under any Assumed Contract. Each of the Assumed Contracts is in full force and effect and, to the knowledge of Seller there has not been, and is not, any default or breach under any Assumed Contract by the other party to any Assumed Contract. There have been no modifications, extensions, or amendments of any of the Assumed Contracts, whether oral or written, except as may be contemplated by this Agreement. Seller has not been notified by any other party to any Assumed Contract that such party has a present intent to terminate or not to renew any Assumed Contract. None of the Assumed Contracts included in the Station Assets has as the other party an entity controlled by any of Seller's owners.

3.14 **Financial Statements of Seller.** The reviewed annual financial statements of Seller as of December 31, 2013 (the "Financial Statements"), copies of which have been delivered by Seller to Buyer, present fairly the financial position of Seller as of such date and the results of its operations for such period then ended and have been prepared in accordance with generally accepted accounting practices applied on a consistent basis throughout the period indicated. The books and records of Seller have been, and are being, maintained in all material respects in accordance with applicable legal and accounting requirements, and the Financial Statements are consistent in all material respects with such books and records.

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3.15 **Solvency.** No insolvency proceedings of any character, including without limitation bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting the Seller or any of the Station Assets are pending or, to the knowledge of Seller, threatened. Seller has not made an assignment for the benefit of creditors, nor taken any action with a view to or which would constitute the basis for the institution of such insolvency proceedings.

3.16 **Events Since Effective Date.** From the Effective Date up to the Closing Date, there has not been: (a) any material change in the basic policies of administration, production, or marketing of the products or services of the Stations nor has Seller permitted or engaged in any activity which has the effect of materially accelerating the recording and billing of sales or accounts receivable or materially slowing the payment of expenses in connection with any accounts or business of the Stations; (b) any damage destruction, loss, or change in operations materially and adversely affecting the business or operation of the Station or Seller; (c) any increase in the compensation payable or to become payable to Seller to any officer, employee, or agent of the Stations; (d) any employment, bonus, or incentive or deferred compensation agreement or arrangement entered into between Seller and any of the Stations' officers, employees, agents, or consultants; (e) any expiration, termination, cancellation, amendment, modification, or alteration of any material contract, agreement, or license to which Seller is a party which is not reflected in the Schedules attached hereto.

3.17 **Liabilities.** There are no material liabilities of Seller pertaining to the operation of the Stations other than (a) liabilities disclosed or provided for in the Financial Statements and notes thereto, or the Schedules attached hereto, or (ii) liabilities incurred in the ordinary course of business.

3.18 **No Labor Union.** Seller is not a party to any labor union contract or collective bargaining agreements with the employees of the Stations.

3.19 **Spare Parts, Supplies, and Equipment.** On the Closing Date, usable supplies and supply parts shall be at the quantity normally required by the standards of good engineering practice and the equipment used in broadcast will be in substantially the same condition as it was on the Effective Date, subject to ordinary wear and tear. All transmission and other broadcast equipment and broadcast locations will, on the Closing Date, comply in all material respects with good engineering practice and FCC rules and regulations.

3.20 **Environmental.** Seller has not received any notice of any pending administrative or judicial investigation, proceeding or action with respect to violations, alleged or proven of Environmental Laws (as defined below) by Seller involving the Real Property listed in Schedule 1.1(c) or the property to be leased to Buyer pursuant to the Office Lease Agreements attached hereto as Exhibit C. To Seller's knowledge, there have not been and are not now any solid waste, hazardous waste, hazardous substances, toxic substances, toxic chemicals, pollutants, or contaminants, which require remediation, or leaking underground storage tanks, on or under any of the Real Estate or Studios or Offices leased or owned. The term "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub.

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L. No. 99-499, 100 Stat. 1613 (Oct. 17, 1986); Title I to the Resource Conservation and Recovery Act, 42 U.S.C. 6991-6991(i); §§ 307 and 311 of the Clean Water Act, 53 U.S.C. § 1251 - 1387; the Insecticide, Fungicide and Rodenticide Act, 70 U.S.C. § 136 - 1364; the Clean Air Act, 42 U.S.C. § 7401, et seq.

3.21 **Sufficiency of Assets.** With the exception of the items listed in Schedule 1.2(f), the Station Assets are sufficient for the operations of the Station as presently operated by Seller.

3.22 **Accuracy of Representations and Statements.** No representation or warranty made by Seller in this Agreement, and no statement made in any certificate, document, exhibit, or schedule furnished or to be furnished by Seller in connection with the transactions herein contemplated, 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 to Buyer in the circumstance under which such representation, warranty, or statement was made.

ARTICLE 4: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller:

4.1 **Organization and Standing.** Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and has the requisite power and authority to own, lease, and operate its properties and to carry on its business as now being conducted.

4.2 **Authorization.** Buyer has the power and authority to execute and deliver this Agreement, and to consummate the transaction contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly and validly authorized by Buyer, and no other proceedings on the part of Buyer are necessary to authorize the execution and delivery of, or the performance of Buyer's obligations under this Agreement, or to consummate the transaction contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer. This Agreement constitutes the legal, valid, and binding agreement of Buyer enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

4.3 **No Defaults.** The execution, delivery, and performance of this Agreement by Buyer will not (i) conflict with or result in any breach of any provision of the articles of incorporation or bylaws of Buyer, or (ii) result in a default (or give rise to any right of termination, cancellation, or acceleration) under, or conflict with, any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, agreement, lease, or other instrument or obligation relating to Buyer or its business, except for such defaults (or rights of termination, cancellation, or acceleration) or conflicts as to which requisite waivers or consents have been obtained and delivered to Seller, (iii) violate any statute, regulation, order, injunction, or decree of any federal, state, or local governmental authority or agency which is applicable to Buyer, or (iv) require the consent or approval of any governmental authority, lending institution, or other third party other than the FCC Consent.

4.4 **Buyer's Qualification.** Upon satisfaction of the conditions precedent to Closing set forth in Articles 7 and 8 below, Buyer will be legally, financially, and technically qualified to acquire, and to become the FCC licensee of, the Stations and to perform Buyer's obligations under this Agreement.

4.5 **Litigation.** Buyer is not subject to any order, writ, injunction, judgment, arbitration, decision, or decree having a binding effect and affecting the business of Buyer or which restrains or enjoins, or purports to restrain or enjoin, or could reasonably be expected to restrain or enjoin, the transaction contemplated hereby, and no such proceeding is pending. There is no material litigation pending by or against, or, to the knowledge of Buyer, or threatened against Buyer, that would prevent or materially impede the consummation by Buyer of the transaction contemplated by this Agreement.

4.6 **Brokers.** Buyer has not incurred or become liable for any broker's commission or finder's fee relating to the transactions contemplated by this Agreement.

4.7 **Accuracy of Representations and Statements.** No representation or warranty made by Buyer in this Agreement, and no statement made in any certificate, document, exhibit, or schedule furnished or to be furnished by Buyer in connection with the transactions herein contemplated, 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 to Seller in the circumstance under which such representation, warranty, or statement was made.

ARTICLE 5: COVENANTS OF SELLER

The following terms of this Article 5 shall apply from the Effective Date until the completion of the Closing (except as otherwise specified):

5.1 **Station Documents.** The records, files and other documents kept in connection with the Stations shall be maintained by Seller in the usual and ordinary manner consistent with standard broadcast industry practice. Seller shall maintain the FCC Authorizations in accordance with their terms and in compliance in all material respects with all applicable laws, rules and regulations and all applicable FCC regulations and published policies. Seller shall maintain the FCC Authorizations in full force and effect and shall take all actions necessary to so maintain them, including but not limited to the timely filing and prosecution of any necessary modification or renewal applications of the FCC Authorizations or other submissions to the FCC.

5.2 **Maintenance of Equipment.** Seller shall maintain the Tangible Personal Property included in the Station Assets in accordance with standards of good engineering practice and will replace any of such property which shall be worn out, lost, stolen, or destroyed with like property of substantially equivalent kind and value.

5.3 **FCC Compliance.** Seller shall continue to operate and maintain the Station in accordance in all material respects with the terms of the FCC Authorizations and in material compliance with all applicable laws and FCC regulations and published policies. Seller will deliver to Buyer, promptly after filing, copies of any material reports, applications, or responses

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to the FCC, or any material communications from the FCC, or if from any other party directed to the FCC, promptly after receipt by Seller, related to the Station that are filed or received by Seller between the date of this Agreement and the Closing Date. Seller will not file any application to the FCC requesting authority to modify the facilities of the Stations without Buyer's prior written consent and Seller shall take all actions necessary to keep the FCC Authorizations, including all material permits and applications pending before the FCC, valid and in full force and effect.

5.4 **Operation of Station in Ordinary Course.** In all other respects, except as disclosed in writing to and approved by Buyer, Seller shall operate the Stations solely in the ordinary course of business and in accordance with past practice, and shall pay its obligations with respect to the Stations in the ordinary course as such obligations become due.

5.5 **Insurance.** Seller shall maintain in full force and effect through the Closing Date adequate property damage, liability, and other insurance with respect to the Station Assets.

5.6 **Disposition of Assets.** Prior to the Closing Date, Seller shall not, without the prior written consent of Buyer, sell, lease, or transfer, or agree to sell, lease, or transfer, any of the Station Assets without replacement thereof with an asset of equivalent kind, condition, and value that satisfies industry standards for such assets, nor create any new Lien on the Station Assets other than Permitted Liens and Liens arising pursuant to, and in accordance with the terms of, this Agreement.

5.7 **Compliance with Law.** Seller shall comply in all material respects with all federal, state, and local laws, rules and regulations in connection with the operation of the Stations.

5.8 **Access to Facilities, Files and Records.** At the request of Buyer, Seller shall from time to time give or cause to be given to Buyer or Buyer's representative(s) full access during normal business hours to the Station Assets, and all accounts, books, insurance policies, licenses, agreements, contracts and equipment with respect to the Stations.

5.9 **Representations and Warranties.** Seller shall give detailed written notice to Buyer promptly upon learning of the occurrence of any event that would cause or constitute a breach, or that would have caused a breach had such event occurred or been known to Seller prior to the date hereof, of any of the representations or warranties contained in this Agreement. Seller shall use commercially reasonable efforts to cure any such event.

5.10 **Consummation of Agreement.** Seller shall use all commercially reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to cause the transaction contemplated by this Agreement to be fully carried out.

5.11 **Confidentiality.** Any and all information, disclosures, knowledge or facts regarding the Buyer or its business or properties to which the Seller or its agents are exposed as a result of the negotiation, preparation or performance of this Agreement shall be held in strict confidence and shall not be divulged, disclosed or communicated to any other person, firm, corporation or entity, except Seller's respective employees, attorneys, accountants, investment

bankers, investors and lenders on a need-to-know basis for the purpose of consummating the transaction contemplated by this Agreement.

ARTICLE 6: COVENANTS OF BUYER

Buyer covenants and agrees that from the date hereof until the completion of the Closing:

6.1 **Representations and Warranties.** Buyer shall give detailed written notice to Seller promptly upon learning of the occurrence of any event that would cause or constitute a breach or would have caused a breach had such event occurred or been known to Buyer prior to the date hereof, of any of the representations and warranties of Buyer contained in this Agreement. Buyer shall use commercially reasonable efforts to cure any such event.

6.2 **Consummation of Agreement.** Buyer shall use all commercially reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to cause the transaction contemplated by this Agreement to be fully carried out.

6.3 **Confidentiality.** Any and all information, disclosures, knowledge or facts regarding the Seller, the Stations, or their business or properties, to which the Buyer or its agents are exposed as a result of the negotiation, preparation or performance of this Agreement shall be held in strict confidence and shall not be divulged, disclosed or communicated to any other person, firm, corporation or entity, except for Buyer's respective employees, attorneys, accountants, investment bankers, investors and lenders, and their respective attorneys, on a need-to-know basis for the purpose of consummating the transaction contemplated by this Agreement.

ARTICLE 7: CONDITIONS TO THE OBLIGATIONS OF SELLER

The obligations of Seller under this Agreement are subject to the fulfillment of the following conditions prior to or on the Closing Date. Upon the Closing, each such condition shall be deemed to have been satisfied.

7.1 **Representations, Warranties and Covenants.**

(a) Each of the representations and warranties of Buyer contained in this Agreement was true and correct as of the date when made and is deemed to be made again on and as of the Closing Date and is then true and correct, except to the extent changes are permitted or contemplated pursuant to this Agreement.

(b) Buyer shall have performed and complied with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

7.2 **Proceedings.** Neither Seller nor Buyer is subject to any restraining order or injunction (or similar action) restraining or prohibiting the consummation of the transaction contemplated hereby.

7.3 **FCC Authorizations.** The FCC Consent has been issued by the FCC and shall have become a Final Order.

7.4 **Deliveries.** Buyer has complied with each and every one of its obligations set forth in Section 9.2.

ARTICLE 8: CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement are subject to the fulfillment of the following conditions prior to or on the Closing Date. Upon the Closing, each such condition shall be deemed to have been satisfied.

8.1 **Representations, Warranties and Covenants.**

(a) Each of the representations and warranties of Seller contained in this Agreement was true and correct as of the date when made and is deemed to be made again on and as of the Closing Date and is then true and correct, except to the extent changes are permitted or contemplated pursuant to this Agreement.

(b) Seller shall have performed and complied with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

8.2 **Proceedings.** Neither Seller nor Buyer is subject to any restraining order or injunction (or similar action) restraining or prohibiting the consummation of the transaction contemplated hereby.

8.3 **FCC Authorizations.** The FCC Consent has been issued by the FCC and shall have become a Final Order.

8.4 **Deliveries.** Seller has complied with each and every one of the obligations set forth in Section 9.1.

8.5 **Required Consents.** Seller shall have obtained and delivered to Buyer all of the Required Consents, if any, described in Schedule 3.10.

8.6 **Liens.** No Liens are or have been filed or recorded against the Station Assets in the public records of any jurisdiction in which the Station Assets are located.

ARTICLE 9: ITEMS TO BE DELIVERED AT CLOSING

9.1 **Deliveries by Seller.** At Closing, Seller shall deliver or cause to be delivered to Buyer duly executed by Seller or such other signatory as may be required by the nature of the document:

(a) a bill of sale sufficient to sell, convey, transfer and assign the personal property included in the Station Assets (other than the FCC Authorizations and the Assumed

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Contracts) to Buyer free and clear of any Liens, in a form reasonably acceptable to Buyer and Seller (the "Bill of Sale");

(b) the Non-Competition Agreement;

(c) an Assignment and Assumption Agreement sufficient to sell, convey, transfer and assign the Assumed Contracts to Buyer free and clear of any Liens, in a form reasonably acceptable to Buyer and Seller (the "Assignment and Assumption of Contracts");

(d) an FCC Authorizations Assignment and Assumption Agreement sufficient to assign the FCC Authorizations to Buyer, in a form reasonably acceptable to Buyer and Seller (the "FCC Authorizations Assignment and Assumption Agreement").

(e) an assignment of each of the Real Property Leases in a form reasonably acceptable to Buyer and Seller (the "Assignment and Assumption of Real Property Leases");

(f) the Office Lease Agreements;

(g) the Required Consents described in Schedule 3.10; and

(h) certified copies of appropriate resolutions, duly adopted, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery, and performance by Seller of this Agreement, and the consummation of the transaction contemplated hereby.

9.2 **Deliveries by Buyer.** At Closing, Buyer shall deliver to Seller, duly executed by Buyer or such other signatory as may be required by the nature of the document:

(a) the payment of the Purchase Price in accordance with Section 1.4;

(b) the Bill of Sale;

(c) the Non-Competition Agreement;

(d) the Assignment and Assumption of Contracts;

(e) the FCC Authorizations Assignment and Assumption Agreement;

(f) the Assignment and Assumption of Real Property Leases;

(g) the Office Lease Agreements; and

(h) certified copies of resolutions, duly adopted, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery, and performance by Buyer of this Agreement, and the consummation of the transaction contemplated hereby.

ARTICLE 10: SURVIVAL AND INDEMNITY

The rights and obligations of Buyer and Seller under this Agreement shall be subject to the following terms and conditions:

10.1 **Survival of Representations and Warranties.** The representations and warranties of Buyer and Seller contained in this Agreement shall survive the Closing for three (3) years from the Closing Date. Neither Seller nor Buyer shall have any liability whatsoever with respect to any representation or warranty unless a claim is made hereunder or an action at law or in equity is commenced prior to expiration of the 3-year survival period for such representation or warranty.

10.2 **General Agreement to Indemnify.**

(a) Seller on the one hand, and Buyer on the other hand, shall indemnify, defend and hold harmless each other and any employee, representative, agent, director, officer, affiliate or permitted assign of each other (each, an "Indemnified Party") from and against any and all claims, claims, actions, suits, proceedings, liabilities, obligations, losses and damages, amounts paid in settlement, diminution of value, interest, costs and expenses (including reasonable attorneys' fees, court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) (collectively, "Losses") asserted against, incurred or suffered by any Indemnified Party as a result of, arising out of or relating to: (i) the failure of any representation or warranty of the Indemnifying Party made in the Agreement to have been true and correct when made or as of the Closing Date as though such representation or warranty were made at and as of the Closing Date; or (ii) the breach by the Indemnifying Party of any covenant or agreement of such party contained in this Agreement or any collateral agreement to the extent not waived by the other party hereto.

(b) Seller further agrees to indemnify and hold harmless Buyer and any other Indemnified Party of Buyer from and against any Losses asserted against, incurred or suffered by Buyer or any other Indemnified Party of Buyer arising out of, resulting from, or relating to the operation of the Station and ownership of the Station Assets prior to the Closing.

(c) Buyer further agrees to indemnify and hold harmless Seller and any other Indemnified Party of Seller from and against any Losses asserted against, incurred or suffered by Seller or any other Indemnified Party of Seller arising out of, resulting from, or relating to the operations of the Station and the Station Assets after the Closing.

10.3 **General Procedures for Indemnification.**

(a) The Indemnified Party seeking indemnification under this Agreement shall promptly notify in writing the party or parties against whom indemnification is sought (the "Indemnifying Party") of the assertion and basis of any claim, or the commencement and basis of any action, suit or proceeding by any third party in respect of which indemnity may be sought hereunder (a "Third Party Claim") and will give the Indemnifying Party such information with respect thereto as the Indemnifying Party may reasonably request, but failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (unless the Indemnifying Party has suffered material prejudice by such failure). The Indemnifying Party shall have the right, but

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not the obligation, exercisable by written notice to the Indemnified Party within thirty (30) days of receipt of notice from the Indemnified Party of the commencement of a Third Party Claim, to assume the defense and control the settlement of such Third Party Claim that involves (and continues to involve) solely money damages. Failure by the Indemnifying Party to so notify the Indemnified Party shall be deemed a waiver by the Indemnifying Party of its right to assume the defense of such claim.

(b) Whether or not the Indemnifying Party chooses to defend or prosecute any Third Party Claim, the parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

(c) The Indemnifying Party or the Indemnified Party, as the case may be, shall have the right to participate in (but not control), at its own expense, the defense of any Third Party Claim that the other is defending, as provided in this Agreement.

(d) The Indemnifying Party, if it has assumed the defense of any Third Party Claim as provided in this Agreement, shall not consent to, or enter into, any compromise or settlement of, or consent to the entry of any judgment arising from, any such Third Party Claim (which compromise, settlement, or judgment: (i) commits the Indemnified Party to take, or to forbear to take, any action; or (ii) does not provide for a complete release by such Third Party of the Indemnified Party) without the Indemnified Party's prior written consent. If the conditions set forth herein are met but the Indemnified Party refused to settle any Third Party Claim, the Indemnifying Party may tender the settlement amount and be relieved of further liability.

(e) The Indemnifying Party shall not be entitled to require that any action be brought against any other person before action is brought against it hereunder by the Indemnified Party, but shall be subrogated to any right of action to the extent that it has paid or successfully defended against any Third Party Claim.

10.4 **Limitations.** Neither Party shall be required to indemnify the other Party under this Article 10 unless (i) written notice of a claim under this Article 10 was received by a Party within three (3) years following the Closing. In calculating the amount of Losses to Buyer or Seller under Section 10.2 above, such Losses shall be reduced by any recovery from any third party (including insurance proceeds) as a result of the facts or circumstances giving rise to the Losses, no amount shall be included in such Losses except for the party's actual out-of-pocket costs and expenses and shall in no event include consequential or punitive damages, and no proration amounts shall be included in such Losses. The limitation set forth in this Section 10.4 shall not apply to Third Party Claims against a Party entitled to indemnification under Sections 10.2(b) or (c).

10.5 **Exclusive Remedy.** The right to indemnification, defense, hold harmless, payment or reimbursement provided in this Article 10 will be the exclusive remedy of any Party with respect to Losses after the Closing with respect to the transaction contemplated by this Agreement.

ARTICLE 11: TERMINATION

11.1 **Termination.** This Agreement may be terminated at any time prior to Closing:

- (a) by the mutual written consent of Seller and Buyer;
- (b) by written notice of Seller to Buyer if Buyer: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by Buyer on or before the Closing Date in any material respect; (ii) breaches in any material respect any of Buyer's representations or warranties; or (iii) defaults in any material respect in the performance of any of Buyer's covenants or agreements under this Agreement; and in any of which events such breach or default is not cured within the Cure Period (as defined below), if applicable;
- (c) by written notice of Buyer to Seller if Seller: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by Seller on or before the Closing Date in any material respect; (ii) breaches in any material respect any of Seller's representations or warranties; or (iii) defaults in any material respect in the performance of any of Seller's covenants or agreements under this Agreement; and in any of which events such breach or default is not cured within the Cure Period (as defined below), if applicable;
- (d) by Buyer as provided in Section 12.6 (Risk of Loss);
- (e) by written notice of Buyer to Seller, or Seller to Buyer, if the FCC Consent has not been issued by the date of the one-year anniversary of this Agreement;
- (f) by written notice of Seller to Buyer, or Buyer to Seller: (i) if the Closing has not been consummated by the date of the one-year anniversary of this Agreement; provided, however, that the right to terminate this Agreement under this clause (f) shall not be available to any Party whose breach of this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date; (ii) if, for any reason, the FCC denies or dismisses the Assignment Application and the time for reconsideration or court review under the Communications Act with respect to such denial or dismissal has expired and there is not then pending with respect thereto a timely filed petition for reconsideration or request for review; or (iii) if, for any reason, the Assignment Application is designated for an evidentiary hearing.

11.2 **Cure Period.** The term "Cure Period" as used herein means a period commencing with the date that Buyer or Seller receives from the other Party written notice of breach or default hereunder and continuing until thirty (30) days thereafter; provided, however, that if the breach or default cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date. Except as set forth below, the 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.

11.3 **Liability; Right to Terminate.** A termination of this Agreement shall not relieve any Party hereto of any liability for which it otherwise would be subject. Notwithstanding anything in this Agreement to the contrary, no Party that is in material breach of this Agreement shall be entitled to terminate this Agreement except with the written consent of the other Party.

11.4 **Payment of Escrow Amount.**

(a) **Buyer's Default.** Upon a termination of this Agreement by Seller pursuant to Section 11.1(b) above due to a breach by Buyer of any of its material obligations under this Agreement, Seller's sole remedy shall be delivery of the Escrow Amount, including all interest earned thereon, from the Escrow Agent, as liquidated damages. Seller and Buyer each acknowledge that these liquidated damages are reasonable in light of the anticipated harm that would be caused by Buyer's breach of any of its material obligations under this Agreement and the difficulty of ascertaining damages and proof of loss and that these damages are not a penalty.

(b) **Seller's Default.** Upon a termination of this Agreement by Buyer pursuant to Section 11.1(c) due to a breach by Seller of any of its material obligations under this Agreement, Buyer shall be entitled to the release of the Escrow Amount, including all interest earned thereon. Instead of terminating this Agreement upon a default by Seller, Buyer may seek specific performance as provided in Section 11.4(d) below.

(c) **Other Termination.** Upon a termination of this Agreement for any reason other than as a result of a breach by either Party of its material obligations under this Agreement, Buyer shall be entitled to the release of the Escrow Amount, including all interest earned thereon, and thereafter neither Party shall have any further obligation to the other under this Agreement.

(d) **Specific Performance.** Seller acknowledges that the Stations are unique assets not readily obtainable on the open market and that, in the event that Seller fails to perform its obligation to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transaction contemplated hereby, Buyer shall be entitled to specific performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law, and Buyer shall be entitled to receive from Seller all court costs, attorney's fees and other out-of-pocket expenses incurred by Buyer in enforcing its rights under this provision.

ARTICLE 12: MISCELLANEOUS

12.1 **Governing Law.** The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the Commonwealth of Virginia (exclusive of those relating to conflicts of laws). Any action at law, suit in equity or judicial proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, or any provision hereof, shall be litigated only in the courts of the Commonwealth of Virginia. The Parties hereby consent to the personal and subject matter jurisdiction of such courts and waive any right to transfer or change the venue of any litigation between them.

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12.2 **Expenses.** Each Party hereto shall bear all of its expenses incurred in connection with the transaction contemplated by this Agreement, including without limitation, accounting, engineering and legal fees incurred in connection herewith; provided, however, that Seller and Buyer shall share equally all filing fees, including but not limited to FCC filing fees required to be paid in connection with the Assignment Application.

12.3 **Entire Agreement; Amendment; No Waiver.** This Agreement, including the schedules and exhibits hereto, contain the entire agreement and understanding by and between the Parties, and no other representations, promises, agreements, or understanding, written or oral, not contained herein shall be of any force or effect. This Agreement may only be amended in a writing signed by the Parties. No oral agreement shall have any effect. No failure or delay in exercising any right hereunder shall be deemed or construed to be a waiver of such right, either prospectively or in the particular instance. This Agreement has been prepared by all of the Parties hereto, and no inference of ambiguity against the drafter of a document therefore applies against any Party hereto.

12.4 **Confidentiality.** Buyer and Seller shall keep confidential all information obtained by it with respect to the other Parties in connection with this Agreement, except where such information is known through other lawful sources or where its disclosure is required in accordance with applicable law, including requirements of the FCC pursuant to the Assignment Application. If the transaction contemplated hereby is not consummated for any reason, Buyer and Seller shall return to each other, without retaining a copy thereof in any medium whatsoever, any schedules, documents or other written information, including all financial information, obtained from the other in connection with this Agreement and the transaction contemplated hereby.

12.5 **Public Announcements.**

(a) Prior to the Closing Date, no Party shall, without the approval of the other Party hereto, make any press release or other public announcement concerning the transaction contemplated by this Agreement, except (i) to announce that the transaction has been entered into, and (ii) as and to the extent that such Party shall be so obligated by law, in which case such Party shall give advance notice to the other Party and the Parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.

(b) Notwithstanding the foregoing, the Parties acknowledge that the rules and regulations of the FCC require that local public notice of the transaction contemplated by this Agreement be made after the Assignment Application has been filed with the FCC and that a copy of this Agreement be included as a material part of the Assignment Application, which will be made available for public inspection at the Station and in the FCC's records. The form and substance of the required public notice, to the extent not dictated by the rules and regulations of the FCC, shall be mutually agreed upon by Seller and Buyer.

12.6 **Risk of Loss.** The risk of loss to any of the Station Assets on or prior to the Closing Date shall be upon Seller. Seller shall use all commercially reasonable efforts to repair or replace any damaged or lost Station Assets; provided, however, that in the event that any Station Asset or Station Assets with a fair market value of Five Thousand Dollars (\$5,000.00) or

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more shall have been damaged or lost as of the date otherwise scheduled for the Closing, then Buyer may, at its option, upon prior written notice to Seller, either (i) postpone the Closing for a period of up to sixty (60) days while Seller shall repair or replace such Station Asset or Station Assets, (ii) elect to close the transaction contemplated herein with the Station Asset or Station Assets in their damaged or lost condition, in which case Seller shall assign to Buyer all proceeds of insurance on such damaged or lost Station Asset or Station Assets, and Buyer shall have the responsibility to repair or replace the damaged or lost Station Asset or Station Assets, or (iii) may terminate this Agreement without penalty upon written notice to Seller. Should any Station (i) not operate for a period of ten (10) consecutive days or more, or (ii) not operate with its full, FCC-licensed facilities for a period of thirty (30) consecutive days, Buyer may elect to terminate this Agreement without penalty upon giving written notice thereof to Seller.

12.7 **Successors and Assigns.** Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective representatives, successors and assigns. Seller may not assign this Agreement or any part hereof without the prior written consent of Buyer, which shall not be withheld unreasonably, and any attempted assignment without such consent shall be void. Buyer may not assign this Agreement or any part hereof without the prior written consent of Seller, which shall not be withheld unreasonably. In the event of any assignment of this Agreement, the assignee shall enter into a written agreement accepting joint and several liability for all obligations under this Agreement.

12.8 **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by facsimile transmission and email transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or, if sent by facsimile communications equipment, delivered by such equipment, addressed as set forth below:

If to Seller, then to:

Jason D. Cave
Easy Radio, Inc.
1057 U.S. Highway 211 West
Luray, VA 22835
Fax: (540) 743-5168
Email: jason@shenandoahwoods.com

and to (which shall not constitute notice):

Mark Reed, Esq.
Reed and Reed, P.C.
16 South Court Street
P.O. Box 766
Luray, VA 22835
Fax: (540) 743-4806
Email: mreed@reedandreedlaw.com

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If to Buyer, then to:

L. Carrington Thompson
Hayden Hamilton Media Strategies, Inc.
5322 Sport Club Run
Suffolk, VA 23435-4224
Fax: (757) 638-3000
Email: carringtonthompson@hotmail.com

and to (which shall not constitute notice):

Mark J. Prak, Esq.
Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.
P.O. Box 1800 (ZIP 27602)
150 Fayetteville Street
Suite 1600, Wells Fargo Capitol Center
Raleigh, NC 27601
Fax: (919) 839-0304
Email: mprak@brookspierce.com

Any Party may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

12.9 **Further Assurances.** From time to time prior to, on and after the Closing Date, each Party hereto will execute all such instruments and take all such actions as any other party shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose hereof and all transactions contemplated by this Agreement, including without limitation the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered on the Closing Date, and any and all actions which may reasonably be necessary to complete the transaction contemplated hereby. The Parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

12.10 **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein, or its application to any particular circumstance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, such provision or such application shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without invalidating the remainder of such provision or any other provisions hereof, or its application in any other circumstance, unless such a construction would be unreasonable, and without invalidating such provision or its application in any other jurisdiction.

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12.11 **Facsimile; Counterparts.** This Agreement may be executed by facsimile or email transmission and in counterparts, each of which shall constitute an original but together will constitute a single document.

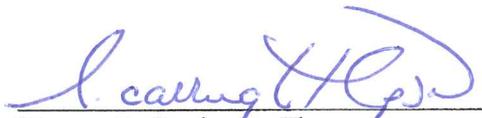
SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

SELLER: **Easy Radio, Inc.**

By: _____
Name: Jason D. Cave
Title: President

BUYER: **Hayden Hamilton Media Strategies, Inc.**



Name: L. Carrington Thompson
Title: President

AS TO NON-COMPETITION AGREEMENT ONLY:

Jason D. Cave
(in his individual capacity)

Joshua Cave
(in his individual capacity)

Elizabeth Cave Kite
(in her individual capacity)

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

SELLER: Easy Radio, Inc.

By: 
Name: Jason D. Cave
Title: President

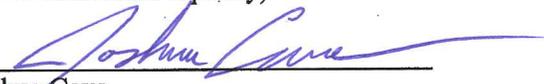
BUYER: Hayden Hamilton Media Strategies, Inc.

Name: L. Carrington Thompson
Title: President

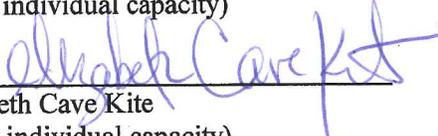
AS TO NON-COMPETITION AGREEMENT ONLY:



Jason D. Cave
(in his individual capacity)



Joshua Cave
(in his individual capacity)



Elizabeth Cave Kite
(in her individual capacity)

Exhibits

- Exhibit A Form of Escrow Agreement
- Exhibit B Form of Non-Competition Agreement
- Exhibit C Form of Office Lease Agreements

Schedules

- 1.1(a) FCC Authorizations
- 1.1(b) Tangible Personal Property
- 1.1(c) Real Property
- 1.1(d) Assumed Contracts
- 1.1(e) Intangible Property
- 1.2(f) Excluded Personal Property
- 3.10 Required Consents

Exhibit A

Form of Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is made as of this ____ day of _____, 2014, by and among EASY RADIO, INC. ("Seller"), and HAYDEN HAMILTON MEDIA STRATEGIES, INC. ("Buyer"), and BROOKS, PIERCE, MCLENDON, HUMPHREY & LEONARD, LLP ("Escrow Agent").

WITNESSETH

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement dated as of _____, 2014, (the "Purchase Agreement"), providing for the sale of certain assets used or useful in the operation of radio station WMXH-FM, Luray, Virginia (FCC Facility ID # 12625) and WRAA(AM), Luray, Virginia (FCC Facility ID #12572) (the "Stations"), from Seller to Buyer; and

WHEREAS, as an indication of Buyer's good faith, the parties hereto wish to provide for the deposit by Buyer of the sum of [Sixteen-Thousand Two Hundred Fifty Dollars (\$16,250.00)] (the "Deposit"), to be applied as provided herein.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Appointment of Escrow Agent. Buyer and Seller hereby appoint the Escrow Agent as their agent for the purpose of receiving, holding and disbursing the funds to be delivered to the Escrow Agent hereunder, in accordance with the terms of this Agreement.

2. Delivery of Funds to Escrow Agent. Seller and Buyer have established with the Escrow Agent an escrow account (the "Escrow Account"). Buyer has delivered the Deposit to the Escrow Agent, the receipt of which Escrow Agent hereby acknowledges. During the time the funds are held in the Escrow Account, the Escrow Agent shall deposit such funds in an interest bearing account in an institution insured by Federal Deposit Insurance Corporation. The Deposit, together with the earnings thereon, is herein called the "Escrow Fund." Buyer shall be responsible for reporting on its federal, state and local income tax returns all investment income earned on the Escrow Fund, and shall pay all taxes (including interest, penalties and additions thereto) imposed thereon.

3. Disposition of Escrow Fund.

(a) Upon its receipt of joint written notice from Seller and Buyer stating that the contemplated Closing has been consummated, the Escrow Fund shall be paid on behalf of the Buyer to Seller as a portion of the Purchase Price.

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(b) Otherwise, the Escrow Agent shall disburse the Escrow Fund as directed by joint written instructions signed by both Seller and Buyer.

(c) In the event that there shall at any time arise a dispute as to the entitlement of Buyer or Seller to any part of the Escrow Fund, then such dispute shall be settled by final and binding arbitration in accordance with the terms of this Section 3(c). In such event, the Escrow Agent shall retain the Escrow Fund until delivery to the Escrow Agent of a final written order from the arbitrator or a written notice signed by both Seller and Buyer as to disposition of the Escrow Fund, subject to Section 3(d) hereof. The arbitration shall be conducted in accordance with the rules then prevailing of the American Arbitration Association ("AAA"), except as otherwise provided herein. The arbitration shall be conducted in Richmond, Virginia within thirty (30) days after the party requesting such arbitration shall send written notice of such request to the other party. The arbitration proceedings shall be conducted by a single arbitrator. If the parties are unable to agree upon the selection of an arbitrator within ten (10) days after the need for such arbitration arises, then, within ten (10) days thereafter, the arbitrator shall be selected in accordance with the rules of the AAA. The parties shall supply all information necessary to allow the arbitrator to conduct the arbitration. The decision rendered by the arbitrator shall be final and binding and conclusive on all parties concerned and free of challenge or review in any court. The decision so rendered shall be enforceable by any court of competent jurisdiction. The arbitrator may, in his or her discretion, charge the cost of arbitration as well as the reasonable attorneys' fees incurred by the prevailing party, to the party against whom the arbitrator's decision is rendered. Any court costs and other expenses, including reasonable attorneys' fees incurred by a party petitioning a court of competent jurisdiction to enforce the decision rendered by the arbitrator, shall be paid by the party against whom the arbitrator's decision is being enforced.

(d) If there shall be any amount in the Escrow Fund twelve months after the filing date of the application for assignment with the FCC or at any time thereafter, for any reason, Escrow Agent shall be entitled to tender into the custody of any court of competent jurisdiction all money or property in its hands under this Agreement, together with such legal pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement. Any such legal action shall be brought exclusively in the state or federal courts of the Commonwealth of Virginia.

4. Termination of Escrow Arrangement. The escrow arrangement created hereunder shall terminate upon written notice to the Escrow Agent signed by both Seller and Buyer or automatically upon disposition of the entire Escrow Fund. However, the existence or termination of the escrow arrangement shall not affect any rights or duties of the parties hereto pursuant to Section 7 hereof.

5. Tax Related Terms.

(a) Tax Reporting. Seller and Buyer agree that, for tax reporting purposes, all interest or other taxable income earned from the investment of the Escrow Fund in any tax year shall be taxable to Buyer.

(b) Certification of Tax Identification Number. The parties hereto shall, within 30 days after the date hereof, provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and other forms and documents that the Escrow Agent may reasonably request. The parties hereto understand that if such tax reporting documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Agreement.

(c) Tax Allocation. To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of funds held or payments made hereunder, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Fund. Seller and Buyer agree to indemnify and hold the Escrow Agent harmless from and against any taxes, additions for late payment, interest, penalties and other expenses that may be assessed against the Escrow Agent on or with respect to any payment or other activities under this Agreement unless any such tax, addition for late payment, interest, penalties and other expenses shall arise out of or be caused by the actions of, or failure to act by, the Escrow Agent.

6. Provisions as to Escrow Agent.

(a) The Escrow Agent hereby accepts its appointment and agrees to act as Escrow Agent under the terms and conditions of this Agreement.

(b) The Escrow Agent's duties and responsibilities shall be limited to those expressly set forth in this Agreement and the Escrow Agent shall not be subject to, nor obligated to recognize, any other agreement between, or direction or instruction of, any or all of the parties hereto even though reference thereto may be made herein.

(c) In performing any of Escrow Agent's duties hereunder, Escrow Agent shall not incur any liability to any party for damages, losses or expenses, except for willful default or gross negligence, and accordingly it shall not incur any such liability with respect to (i) any action taken or omitted in good faith upon advice of its counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent hereunder, or (ii) any action taken or omitted in reliance upon any instrument, including any written instrument or instruction provided for in this Agreement, not only as to its due execution and validity and effectiveness of its provisions but also as to the truth and accuracy of information contained therein, which

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Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person and to conform with the provisions of this Agreement.

(d) Escrow Agent may resign for any reason upon thirty (30) days prior written notice to Buyer and Seller. Upon the expiration of such thirty (30) day period, Escrow Agent may deliver all Escrow Funds in its possession hereunder to any successor escrow agent appointed jointly by Seller and Buyer, or if no successor escrow agent has then been appointed, to any court of competent jurisdiction. Upon either such delivery, Escrow Agent shall be released from any and all liability under this Agreement. A resignation under this paragraph shall in no way terminate the provisions of Section 7.

(e) The parties acknowledge that the Escrow Agent is legal counsel for the Buyer, and agree that such representation shall not create any bar to the Escrow Agent's right to continue as counsel to the Buyer, or constitute a conflict of interest on the part of the Escrow Agent, all claims of which are hereby irrevocably waived. The Seller has retained legal counsel to assist it on these matters, and Seller's counsel has advised the Seller of the implications of this waiver.

7. Indemnification of Escrow Agent. Buyer and Seller hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including the reasonable cost of counsel fees and disbursements, that may be imposed on Escrow Agent or incurred by Escrow Agent hereunder, or the performance of its duties hereunder, including any litigation arising from this Agreement or involving the subject matter hereof, except where such losses, claims, damages, liabilities and expenses result from willful default, material breach of trust or gross negligence of Escrow Agent.

8. Notices. Except as otherwise indicated, all notices and other communications hereunder shall be given as required in the Asset Purchase Agreement. Notice to the Escrow Agent shall be deemed duly given if mailed by registered or certified mail, postage prepaid, addressed as follows:

Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.
150 Fayetteville Street
Suite 1600, Wells Fargo Capitol Center
Raleigh, North Carolina 27601
Attn: Mark J. Prak, Esq. and Laura S. Chipman, Esq.

9. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. Amendments. This Agreement may be amended or modified only with the written agreement of all parties hereto.

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11. No Other Beneficiaries. This Agreement is for the convenience of the parties only and there are no third party beneficiaries of this Agreement, intended or otherwise. This Agreement may not be transferred or assigned by any party hereto, without the prior written consent of all other parties.

12. Governing Law. This Agreement shall be governed in accordance with the laws of the Commonwealth of Virginia as to both interpretation and performance (without regard to the choice of law provisions thereof). Any action brought with respect to this Agreement shall be brought exclusively in the state or federal court in the Commonwealth of Virginia having jurisdiction, and Buyer and Seller hereby waive any and all defenses or objections to said venue, including without limitation, forum non-conveniens considerations.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary for every party hereto to sign each counterpart but only that each party shall sign at least one counterpart.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have caused this Escrow Agreement to be executed as of the date set forth above.

BUYER:

**HAYDEN HAMILTON MEDIA STRATEGIES,
INC.**

By: L. Carrington Thompson
Title: President

SELLER:

EASY RADIO, INC.

By: Jason D. Cave
Title: President

ESCROW AGENT:

**BROOKS, PIERCE, MCLENDON,
HUMPHREY & LEONARD, LLP**

By: _____
Mark J. Prak
Partner

Exhibit B

Form of Non-Competition Agreement

NON-COMPETITION AGREEMENT

THIS NON-COMPETITION AGREEMENT (the "Agreement") is made as of this ____ day of _____, 2014, by and between **HAYDEN HAMILTON MEDIA STRATEGIES, INC.**, a North Carolina corporation ("Buyer") on the one hand, and **JASON D. CAVE** in his individual capacity, **JOSHUA CAVE** in his individual capacity, and **ELIZABETH CAVE KITE** in her individual capacity (together as individuals the "Covenantors") on the other (each a "Party" and together the "Parties").

WITNESSETH

WHEREAS, Easy Radio, Inc, a Virginia corporation ("Seller") has entered into an Asset Purchase Agreement dated as of _____, 2014, (the "Purchase Agreement") with Buyer for the purchase, subject to prior approval of the Federal Communications Commission, by Buyer of certain assets of Seller, including the operating assets and licenses of radio station WMXH-FM, Luray, Virginia (FCC Facility ID # 12625) and WRAA(AM), Luray, Virginia (FCC Facility ID # 12572) (the "Stations"); and

WHEREAS, each of the Covenantors has been involved in the ownership and operation of Seller as an officer, director, and/or stockholder; and

WHEREAS, Buyer plans to operate the Stations and is desirous of obtaining and Covenantors are willing to enter into a covenant not to compete against Buyer according to the terms set forth herein;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Covenant. Each Covenantor agrees that for a period of two (2) years from the date hereof, without the prior consent of Buyer, directly or indirectly, for profit or not, he/she shall not (a) own, operate, or acquire an attributable ownership interest as defined by the Rules of the FCC (47 C.F.R. § 73.3555) in a radio broadcast station in any location where such station's 50 dBu contour would overlap the 50 dBu contour of either of the Stations; provided, however, that Covenantor may subsequently acquire or maintain attributable ownership interest in a radio station approved, in writing, by Buyer; or (b) own or operate a concern promotion business or engage in concert promotional activities within (i) the Virginia counties of Albemarle, Augusta, Greene, Madison, Page, Rappahannock, Rockingham, Shenandoah, or Warren, or (ii) within the Virginia independent cities and towns of Front Royal, Harrisonburg, Staunton, or Waynesboro. As an exception, the Parties agree that Covenantor may hold a private concert event at any time on the grounds of Shenandoah Woods in the County of Page.

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2. Consideration. In return for each Covenantor's agreement not to compete against Buyer as outlined above, Buyer will pay the Covenantors the total sum of **Three Thousand Dollars (\$3,000.00)** at Closing, to be paid as follows:

One Thousand Dollars (\$1,000.00) paid to Jason D. Cave
One Thousand Dollars (\$1,000.00) paid to Joshua Cave
One Thousand Dollars (\$1,000.00) paid to Elizabeth Cave Kite

The term "Closing" as used herein shall have the same meaning as defined in the Purchase Agreement.

3. Enforcement. This Agreement shall be enforceable by either party by suit in a court of equity, by restraining order, injunction, or specific performance, and all parties hereby waive any claim or defense that an adequate remedy at law exists. Any equitable remedy shall be cumulative and not exclusive, and shall be in addition to any other remedy available to any party.

4. Heirs. This Non-Competition Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives.

5. Modification. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

6. Governing Law. All matters affecting the interpretation and performance of this Agreement and the rights of the parties hereto in relation to this Agreement shall be governed in accordance with the laws of the Commonwealth of Virginia (without regard to the choice of law provisions thereof). Any action brought with respect to this Agreement shall be brought exclusively in the state or federal court in Virginia having jurisdiction, and Buyer and Covenantors hereby waive any and all defenses or objections to said venue, including without limitation, forum non-conveniens considerations.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary for every party hereto to sign each counterpart but only that each party shall sign at least one counterpart.

8. Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, addressed as follows:

If to the Covenantors, then to:

Jason D. Cave

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Joshua Cave

Elizabeth Cave Kite

If to Buyer, then to:

L. Carrington Thompson
Hayden Hamilton Media Strategies, Inc.
5322 Sport Club Run
Suffolk, VA 23435-4224
Fax: (757) 638-3000
Email: carringtonthompson@hotmail.com

And to (which shall not constitute notice):

Mark J. Prak, Esq.
Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.
P.O. Box 1800 (Zip 27602)
150 Fayetteville Street
Suite 1600, Wells Fargo Capitol Center
Raleigh, NC 27601
Phone: (919) 839-0300
Fax: (919) 839-0304
mprak@brookspierce.com

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have caused this Non-Competition Agreement to be executed as of the date set forth above.

BUYER:

**HAYDEN HAMILTON MEDIA STRATEGIES,
INC.**

By: _____

L. Carrington Thompson
President

COVENANTORS:

Jason D. Cave
(In his individual capacity only)

Joshua Cave
(In his individual capacity only)

Elizabeth Cave Kite
(In her individual capacity only)

Exhibit C

Form of Office Lease Agreements

Lease Agreement

THIS LEASE AGREEMENT ("Lease") is entered into this _____ day of _____ by and between **Easy Radio, Inc.**, 130 University Boulevard, Suite B, Harrisonburg, Virginia, 22801, a Virginia Corporation (together with its successors and assigns, "**Landlord**"), and **Hayden Hamilton Media Strategies, Inc.**, a North Carolina corporation authorized to transact business in Virginia ("**Tenant**"), who for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows.

1. **Property.** Subject to and upon the terms and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord approximately **900 square feet of space on the second level in the building located at 130 University Boulevard, Harrisonburg, Virginia, 22801**, which occupied space is currently vacant, is known as "Suite C", as more particularly shown as the yellow shaded area on the attached **Exhibit A**, for its own use (the "Property"). Tenant may use the Property for any lawful purpose. Tenant shall not cause any damage to property when adding or modifying equipment in, or on, the Property. (a) Tenant shall also have the non-exclusive right to use — and to allow its customers to use — the common areas, thereto. (b) Tenant shall also have the non-exclusive right to use — and to allow its customers to use — **the parking area surrounding the building**, including the right to park its "Giant Boom Box" at the corner of University Boulevard and Evelyn Byrd Avenue (**Exhibit B**). (c) Tenant receives non-exclusive right to use the **building roof** for studio-transmitter link(s), satellite dish(s), and weather monitoring equipment. (d) Tenant may post **signs** on the three multi-sided monuments (**Exhibits C-1, C-2, and C-3**) and may emplace **stand-alone banner(s)** in the yard, so long as sign(s) and banner(s) conform to local sign ordinances. (e) Tenant shall also have six vertical feet of space at the twenty-foot (20') level for **radio antennas on the concrete pole** ("Pole") located next to the building (**Exhibit D**). Tenant shall have the right to move radio antennas above and below the twenty-foot (20') level, as necessary, to transmit radio signals to its tower at Big Mountain, Virginia, so long as such movement does not interfere with other tenants' transmission or reception. (f) Tenant receives **underground, above-ground, and through-building easement(s)**, as necessary, to send and receive radio signals between Suite C and Pole behind the building, and to receive and/or send signals between its equipment on roof and Suite C.

2. **Term.** The term of this Lease is six (6) years, commencing on the _____ day of _____ and expiring at 11:59 pm on _____, unless otherwise extended, modified, or renewed as may be provided in this Lease Agreement. Tenant will have the option to give notice to vacate at the end of twelve (12) months with no penalty by giving at least three (3) months' notice. Tenant will have the option to give notice to vacate at the end of thirty-six (36) months by paying a termination fee of three (3) months' rent and giving at least six (6) months' notice. Tenant has the option to renew this lease for two successive three (3) year periods by giving at least six (6) months' notice.

3. **Rent.** During the first term of this Lease, Tenant shall pay monthly rent of \$0 for the first twelve (12) months and monthly rent of \$1,500 for the next sixty (60) months, due on the _____ day of each month. During the second term, if any, Tenant shall pay monthly rent of \$1,600, due on the _____ day of each month. During the third term, if any, Tenant shall pay monthly rent of \$1,650, due on the _____ day of each month. During the fourth term, if any, and beyond, annual increases in rent will be three percent (3%) per month.

4. Quiet Enjoyment. Landlord covenants that it has fee simple title to the Property, and Tenant's peaceful and quiet enjoyment shall not be disturbed during the term of this Lease by anyone claiming by, through or under Landlord.

5. Condition of Property. The Property is being delivered in its "AS IS" condition. Landlord represents and warrants without undertaking an independent investigation that it has no actual knowledge of any material damages to the Property or the property owned by the Landlord located at 130 University Boulevard, Harrisonburg, Virginia (the "Premises") except as disclosed in writing to the Tenant prior to the execution of this Lease. Tenant acknowledges and agrees that it is familiar with the condition of the Property and has had sufficient opportunity to inspect the same prior to execution and delivery of this Lease.

6. Operating Expenses. Tenant agrees to pay \$200.00 per month for its share of the electricity, natural gas, water, sewer, refuse collection, and other common utilities serving the building in which Suite C is located. Should Tenant's utility expenses increase dramatically during the lease term due to added equipment, increased consumption or the like, Tenant and Landlord will negotiate a mutually agreeable utility fee adjustment.

7. Landlord's Access. Upon twenty-four (24) hours prior written notice to Tenant (or, in the case of an emergency, upon reasonable prior notice; or, upon other less notice as is mutually agreeable between Landlord and Tenant), Landlord, its agents, and employees shall have the right to enter the Property at mutually agreeable times, to: (a) inspect the Property, (b) perform its obligations as to repair and maintenance, or (c) exhibit the Property to prospective tenants during the last six (6) months of the then-current term. In that regard, Landlord, its agents, and employees shall take all commercially reasonable efforts not to disturb Tenant's business.

8. Compliance with Laws. Tenant, at its sole cost and expense, shall comply with all laws, ordinances, orders, rules, regulations and other governmental requirements in the conduct of Tenant's business. Landlord shall comply with any orders affecting structural walls and columns or any other issues that violate building or fire codes, unless due to Tenant's business or use of the Property.

9. Services and Utilities. Except as provided by Section 6 contained herein, Landlord shall not be obligated to pay for any services or utilities to the Property. Landlord does not warrant that any utility will be free from interruption, but if an interruption or discontinuance of utility service occurs, through no fault of Tenant, and materially impairs Tenant's ability to conduct its business at the Property for four (4) consecutive business days, then beginning on the fifth (5th) business day, rent shall abate as to that portion of the Property rendered untenable until utility service is restored, as to which restoration Landlord shall expend commercially reasonable efforts.

10. Repairs and Maintenance. Tenant shall not commit waste and shall keep the Property in a reasonably safe and clean condition and in good order. Landlord shall repair, maintain and, if necessary, replace the existing structural, mechanical — including but not limited to the heating, ventilation and air conditioning systems — electrical, sprinkler, and plumbing systems, roof, exterior of the building, grounds, and parking areas unless the necessity of such

maintenance, repairs and/or replacement are in any way caused by the active neglect, fault or omission of any duty by Tenant, in which case Tenant shall pay to Landlord the reasonable costs of such maintenance and repairs. Tenant shall not be obligated to pay for capital improvements or capital replacements under any circumstances.

11. Surrender at End of Term; Holdover. Upon the expiration or sooner termination of the term as it may be renewed or extended, Tenant shall promptly quit and immediately surrender to Landlord the Property, in good order and condition, ordinary wear and tear excepted. Tenant shall have the right to remove its trade fixtures prior to the expiration or termination of this Lease and shall repair any damage occasioned by such removal. If Tenant or anyone claiming under Tenant remains or continues to be in possession of the Property after the end of the Lease term, Tenant shall be deemed a tenant from month-to-month, subject to the terms and conditions of this Lease and terminable by either party upon sixty (60) calendar days' prior written notice.

12. Alterations. Tenant shall have the right to make alterations to, or to construct new improvements on, the Property with the prior written permission of the Landlord, which consent shall not be unreasonably withheld. Any such work shall be performed and completed in a good and workmanlike manner in compliance with all applicable laws, rules, regulations and ordinances. Landlord has no responsibility for the performance, maintenance, repair, or cost of any improvements or alterations that Tenant desires to be made to the Property.

13. Mechanics' Liens. Tenant shall pay or cause to be paid all costs and charges for work improvements done by Tenant or caused to be done by Tenant on the Property and for all materials furnished or in connection with such work. Tenant hereby indemnifies and agrees to hold Landlord harmless from and against all mechanics' liens, claims of liens, and other costs, expenses, liabilities, claims and demands on account of such work (collectively, "Liens"). If any Lien is at any time filed against the Property due to Tenant's actions, Tenant shall cause such Lien to be discharged of record within forty-five (45) calendar days after the filing of such Lien, whether by payment, posting of a statutory surety bond with the appropriate court, or otherwise. If Tenant fails to pay any charge for which such a Lien has been filed, and such Lien has not been discharged of record as described above and Landlord reasonably believes that its interest in the Property is in jeopardy of forfeiture as a result, Landlord may pay such charge and related costs and interest, and the amount so paid by Landlord, together with reasonable attorneys' fees and disbursements incurred in connection therewith and interest thereon, shall be immediately due from Tenant to Landlord, as additional rent.

14. Assignment and Subletting. Tenant may assign this Lease or any interest herein only with the Landlord's prior written consent, which consent shall not be unreasonably withheld. In case of Tenant's sale of the business, Tenant may terminate Lease without penalty if buyer does not assume Lease. Similarly, if Landlord sells the Property, Landlord may terminate the Lease without penalty, if requested to do so by the buyer, upon six (6) months prior notice to Tenant.

15. Insurance.

(a) At all times during the term of this Lease, Tenant shall carry and maintain at Tenant's sole cost and expense, the following insurance, in the amounts specified below:

- (i) worker's compensation insurance in accordance with applicable law,

covering all of Tenant's employees;

(ii) casualty insurance covering Tenant's personal property and equipment located on the Property; and

(iii) comprehensive general liability insurance in a commercially reasonable amount, which policy shall name Landlord as an additional insured.

(b) At all times during the term of this Lease, Landlord shall carry and maintain, at Landlord's sole cost and expense, fire and extended coverage insurance and liability insurance in a commercially reasonable amount.

(c) All of the foregoing policies shall provide that they may not be terminated or amended except after fifteen (15) calendar days' prior written notice of the other party.

16. Casualty: Tenant shall immediately notify Landlord of fire or other casualty in the Property. Landlord shall promptly and fully repair any casualty damage to the Property, with due allowance not to exceed 120 calendar days for adjustment and settlement of insurance claims, and subject to delays caused by governmental restrictions, acts of God, and other circumstances beyond Landlord's reasonable control. If the Property is so damaged by fire or other casualty that the Property or a material portion thereof becomes untenable by Tenant, then the rent shall abate from the date of such casualty until completion of restoration and delivery of possession to Tenant. If casualty damage impairs Tenant's use of a portion of the Property, then rent shall partially abate for the period of impairment proportionately to the extent to which the destruction and repair operations interfere with the business conducted on the leased property by Tenant. If damage is so extensive that restoration is expected by Landlord to require 120 calendar days or more, then Landlord shall so notify Tenant and this Lease may be terminated without penalty: (a) by Tenant giving written notice of termination to Landlord within thirty (30) calendar days of its receipt of Landlord's notice (or if no notice is received and restoration actually takes longer than 120 calendar days, within thirty (30) calendar days of the expiration of such 120-day period), or (b) by Landlord giving written notice of termination to Tenant within thirty (30) calendar days of the casualty occurrence. Upon any termination of this Lease pursuant to this Section, (a) Tenant shall surrender to Landlord the Property and all interest therein under this Lease, and Landlord may reenter and take possession of the Property and remove Tenant therefrom; and (b) Landlord and Tenant shall be freed and discharged from all obligations arising under this Lease after the effective date of such termination, except those obligations expressly stated in this Lease to survive termination. Tenant has no obligation to repair any damage to the Property caused by fire or other casualty.

17. Indemnification. Tenant agrees to indemnify and hold harmless the Landlord from and against all third-party liabilities, losses, claims, demands, costs, expenses, fines and remediation costs (including reasonable attorneys' fees and expenses) and judgments of any nature arising, or alleged to arise, from or in connection with any violation or alleged violation by the Tenant of this Lease, or any legal requirements relating to the Property that are the sole responsibility of the Tenant, other than if the violations or alleged violations are caused by reason of the active negligence or willful act of the Landlord, its employees or contractors. Landlord agrees to indemnify and hold harmless Tenant from and against all third-party liabilities, losses, claims, demands, costs, expenses, fines and remediation costs (including reasonable attorneys' fees and expenses) and judgments of any nature arising, or alleged to arise, from or in connection

with any violation or alleged violation by the Landlord of this Lease, or any legal requirements relating to the Premises, that are the sole responsibility of the Landlord, other than if the violations or alleged violations are caused by reason of the active negligence or willful act of the Tenant, its employees or contractors. The foregoing indemnification (a) shall not apply to insured losses to the extent of insurance proceeds received, and (b) shall survive termination or expiration of this Lease.

18. Default. It shall be a default under this Lease if:

(a) Either party fails to perform or observe any provision of this Lease to be performed or observed by it and such failure continues for: (i) as to monetary defaults ten (10) calendar days after the non-defaulting party delivers written notice thereof to the defaulting party, or (ii) as to non-monetary defaults, thirty (30) calendar days after the non-defaulting party delivers written notice thereof to the defaulting party, or such longer period as may be reasonably necessary to cure such default if it cannot be cured within thirty (30) calendar days but cure is commenced within that period and diligently pursued thereafter.

(b) Either party files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or in any action or proceeding files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state bankruptcy, reorganization or debt reduction law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of such party or of all or substantially all of its property or of the Property.

(c) Within 120 calendar days after the commencement of any proceeding against either party seeking any reorganization, arrangement, composition, readjustment, liquidation, debt adjustment, dissolution or similar relief under any present or future federal or state law, such proceeding has not been dismissed; or, if within 120 calendar days after the appointment of any trustee, receiver or liquidator of either party or of all or substantially all of its property or of the Property, such appointment shall not have been vacated, or if within 120 calendar days after the expiration of any such stay, such appointment has not been vacated.

19. Remedies.

(a) Upon default under this Lease as set forth in Section 18, the non-defaulting party shall have all rights and remedies available to it at law or in equity.

(b) If Tenant defaults in making any payment required to be made by Tenant (other than payments of rent) or defaults in performing any other obligations of Tenant under this Lease, Landlord may, but shall not be obligated to, make such payment or, on behalf of Tenant, expend such sum as may be necessary to perform such obligation. All sums so expended by Landlord shall be repaid by Tenant to Landlord on demand, as additional rent. No such payment or expenditure by Landlord shall be deemed a waiver of Tenant's default or affect any other remedy of Landlord by reason of such default.

(c) If Landlord defaults in performing any obligations of Landlord under this Lease, Tenant may, but shall not be obligated to, on behalf of Landlord, expend such sum as may

Lease Agreement: Easy Radio, Inc. and Hayden Hamilton Media Strategies, Inc.

be necessary to perform such obligation. All sums so expended by Tenant shall be repaid by Landlord to Tenant on demand, and, if not paid, may be withheld by Tenant from rents due on the Property. No such expenditure by Tenant shall be deemed a waiver of Landlord's default or affect any other remedy of Tenant by reason of such default.

20. Landlord's Waiver. Landlord hereby waives any statutory lien it has over personal property of Tenant located on the Property. At the request of Tenant, Landlord shall sign a waiver to a lending institution, bank, leasing company or other similar entity relating to the equipment and inventory of Tenant located at the Property to be used as collateral.

21. Brokers. Tenant and Landlord each represent and warrant to the other that it has had no dealings with any real estate broker in connection with this Lease and that it knows of no other person who is or might be entitled to a commission, finder's fee or other like payment in connection herewith. Each party agrees to indemnify and hold the other party harmless with respect to any claim for a commission, finder's fee, or other like payment brought by any person by reason of the indemnifying party's acts and against any and all loss, liability and expenses that the other party may incur should the foregoing representation and warranty prove incorrect.

22. Litigation Costs and Attorneys' Fees. In the event of any litigation or other action between Tenant and Landlord to enforce any provision of this Lease, the unsuccessful party in such litigation or other action (as to liability without regard to any monetary award) shall pay to the successful party all costs and expenses, including reasonable attorneys' fees and disbursements, incurred therein by the successful party.

23. Notices. All notices, requests, bills, consents and other communications given under this Lease must be in writing and delivered personally, by facsimile, by reputable overnight courier service, or by certified mail (postage prepaid), addressed as follows:

To Landlord: Jason Cave, President, Easy Radio, Inc., 130 University Boulevard, Suite B, Harrisonburg, Virginia 22801

To Tenant: L. Carrington Thompson, President
Hayden Hamilton Media Strategies, Inc.
5322 Sport Club Run
Suffolk, VA 23435-4224

Notices will be deemed delivered as follows: (i) if delivered personally, upon delivery; (ii) if delivered by facsimile, immediately upon electronic confirmation of receipt of transmission at the number given above; (iii) if delivered by reputable overnight courier, as of the time of delivery by courier at the address given above, delivery-fee prepaid; or (iv) if delivered by certified mail, as of the time and date of delivery as recorded by the U.S. Postal Service, addressed as above, postage-prepaid and return receipt requested. Either party may change its address for notice purposes by giving notice hereunder.

24. Severability. If any provision of this Lease is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and in lieu of each provision of this Lease that is so held to be illegal, invalid or

Lease Agreement: Easy Radio, Inc. and Hayden Hamilton Media Strategies, Inc.

unenforceable, there shall be added as a part of this Lease a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid and enforceable.

25. No Implied Surrender or Waiver. No provisions of this Lease shall be deemed to have been waived unless such waiver is in writing and signed by the party to be charged therewith. The receipt by Landlord of rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. The lack of action by Tenant with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach.

26. Successors and Assigns. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, successors, and their assigns.

27. Governing Law. This Lease is governed by, and shall be construed in accordance with, the laws of the Commonwealth of Virginia.

28. Modifications. No amendment or modification of this Lease shall be valid or binding, unless expressed in writing and signed by the party or parties to be bound thereby.

29. Construction of Terms; Headings. The language in all parts of this Lease shall be in all cases construed according to its fair meaning and not strictly for or against Landlord or Tenant. The caption of each section is added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Lease.

30. Entire Agreement. The entire contract of the parties is contained herein, and there are no promises, agreements, representations, warranties, conditions or understandings, either oral or written, between them, other than as are herein set forth.

31. Authority. Landlord represents and warrants that it has full right and authority to enter into this Lease and to perform all of Landlord's obligations hereunder. Tenant represents and warrants that it has full right and authority to enter into this Lease and to perform all of Tenant's obligations hereunder.

32. Deposit. Tenant shall pay a deposit in the amount equal to one month's installment of rent at the commencement of this Lease, which deposit shall be maintained by the Landlord until the expiration of this Lease; to be returned to the Tenant within thirty (30) calendar days after the termination of the Lease and after the Tenant has vacated the Leased Property, less any amounts to pay the expenses necessitated by property damaged, other than ordinary reasonable wear and tear, or any amounts required to compensate Landlord for breach of this Lease.

[Signatures appear on the following page.]

Lease Agreement: Easy Radio, Inc. and Hayden Hamilton Media Strategies, Inc.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representative.

LANDLORD

Easy Radio, Inc,
A Virginia corporation

Date

Jason Cave, President

TENANT

Hayden Hamilton Media Strategies, Inc.
A North Carolina corporation

Date

L. Carrington Thompson, President

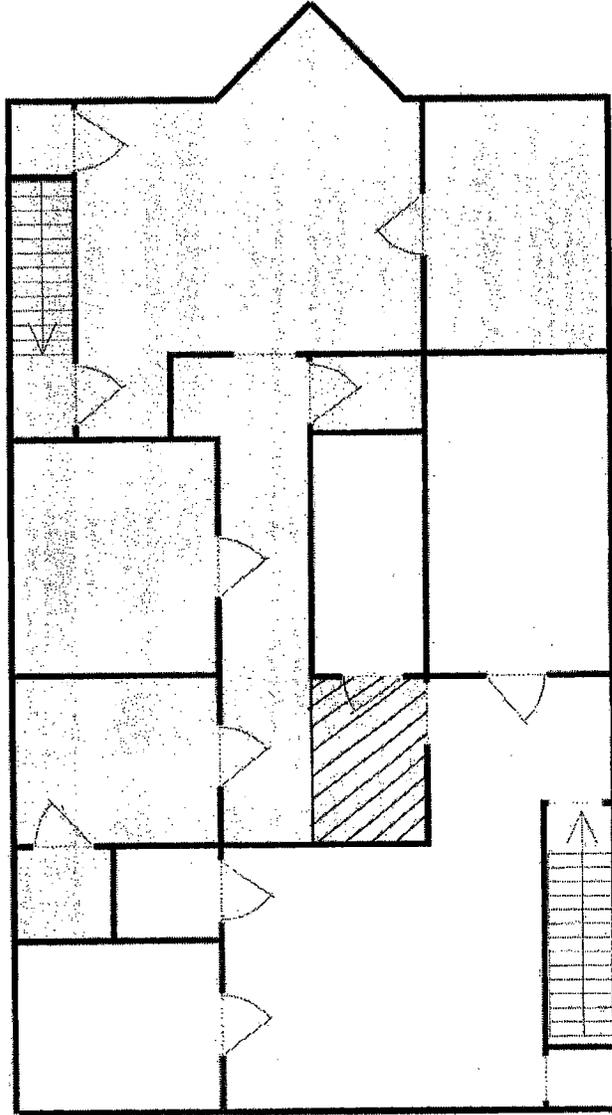
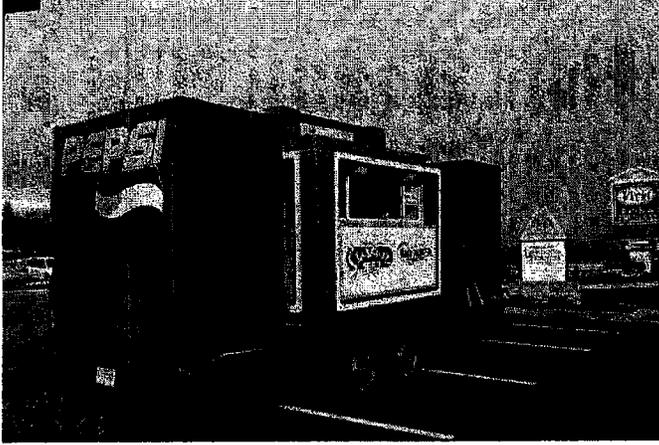


EXHIBIT A
130 UNIVERSITY BLVD. (SECOND FLOOR)

Lease Agreement: Easy Radio, Inc. and Hayden Hamilton Media Strategies, Inc.

Exhibit B

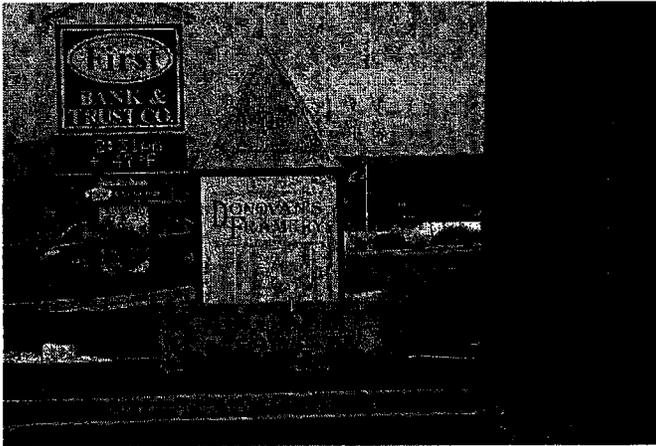


Landlord Initials _____

Tenant Initials _____

Lease Agreement: Easy Radio, Inc. and Hayden Hamilton Media Strategies, Inc.

Exhibit C-1

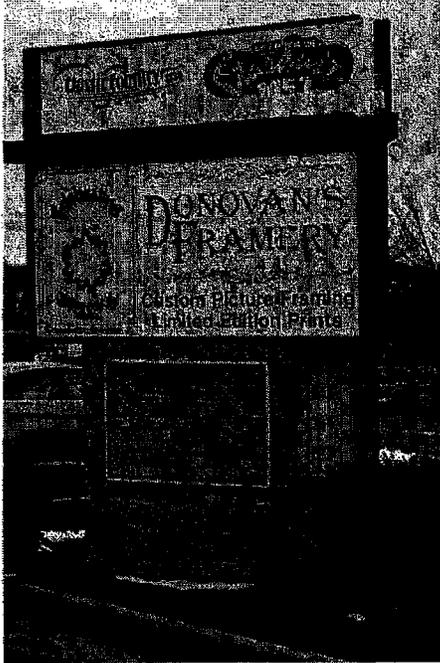


Landlord Initials _____

Tenant Initials _____

Lease Agreement: Easy Radio, Inc. and Hayden Hamilton Media Strategies, Inc.

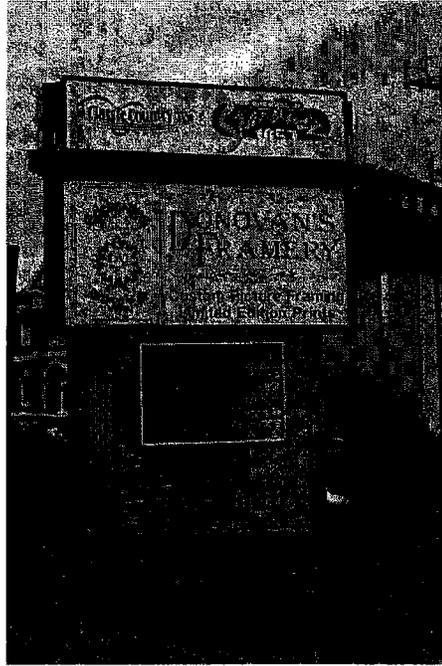
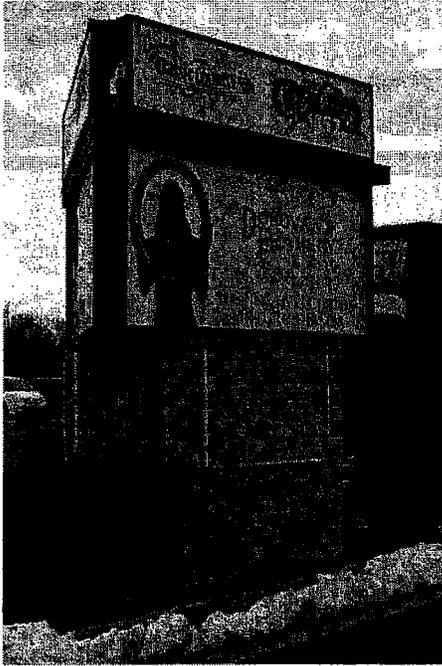
Exhibit C-2



Landlord Initials _____

Tenant Initials _____

Exhibit C-3



Lease Agreement: Easy Radio, Inc. and Hayden Hamilton Media Strategies, Inc.

Exhibit D



Landlord Initials _____

Tenant Initials _____

Execution Version

**Schedule 1.1(a)
FCC & Other Governmental Authorizations**

WMXH-FM, Luray, Virginia (FCC Facility ID # 12625)
Main license: BRH-20110523ABE
Aural STL: WMU818, File Number 0002731406

WRAA(AM), Luray, Virginia (FCC Facility ID # 12572)
Main license: BR-20110523ABD
Aural STLs: WPVJ246, File Number 0000893957;
WPVJ247, File Number 0000893958

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

All equipment, office furniture and fixtures, office materials and supplies, inventory, spare parts, and other tangible personal property of every kind and description owned, leased, or held by Seller and used in the operations of the Stations, including, but not limited to:

The property identified with particularity on the attached WMXH/WRAA Equipment Inventory and WMXH/WRAA Audio Inventory; and

Williamson "Boombox" mounted on trailer (and titled by Virginia Department of Motor Vehicles).

Attachment To Schedule 1.1(b)
WMXH/WRAA Equipment Inventory

Station	Location	Equipment	Manufacturer	Model #	Serial #	Comments	Acq Date	Acq Price	Photo
WRAA	AM Tower	Ground System				Underground SBA tower			None
WRAA	AM Tower	Skirt Antenna, 3 each				Mounted to SBA tower			DSC1024
WMXH	AM Transmitter	Studio-Transmitter Link Xmtr	Marti	STL-10	4066	WMXH STL Left Channel Xmtr			DSC1013
WMXH	AM Transmitter	Studio-Transmitter Link Xmtr	Marti	STL-10	4071	WMXH STL Right Channel Xmtr			DSC1013
WRAA	AM Transmitter	1 kw AM Transmitter	Harris Gates	One	MP00896000003	WRAA Transmitter	1998		DSC1008
WMXH	AM Transmitter Rcvr	Audio Receiver/Amplifier	Technics			WMXH Off-Air Monitor			DSC1016
WRAA	AM Transmitter Rcvr	Audio Processor	Hnat-Hindes	TM-4013		WRAA Audio Processor			DSC1016
WRAA	AM Transmitter Rcvr	Audio Processor	Omnia	3AM	2001-00018-000	WRAA Audio Processor			DSC1014
WRAA	AM Transmitter Rcvr	Dual Channel Analog Compressor	Aphex	320A	3715	WRAA Compressor			DSC1014
WRAA	AM Transmitter Rcvr	Modulation Monitor	Innovonics	520		WRAA Modulation Monitor			DSC1014
WRAA	AM Transmitter Rcvr	Transmitter Remote Control	Sine Systems	RFC1-B		WRAA Remote Control			DSC1015
WRAA	AM Transmitter Rcvr	Uninterruptible Power Supply	APC	XS 1200		WRAA Transmitter Electronics			DSC1017
WMXH	FM Tower Site	12 kw Propane Generator	Generac	46742	4287925	Backup generator for WMXH Transmission Hub			DSC0986
WMXH	FM Tower Site	250 watt FM Transmitter	Harris Gates	Quest 250	MP00717-00001	WMXH Transmitter	1998		DSC0936
WMXH	FM Tower Site	Air conditioner, window unit	Comfort Aire	RG-51B	804TA001992	Cooling for WMXH transmitter			DSC0960
WMXH	FM Tower Site	Audio Processor/Stereo Generator	Aphex	FM Pro 202	1493	WMXH Audio Processor			DSC0942
WMXH	FM Tower Site	FM Antenna, 2-Bay	ERI	FML-2E		WMXH Antenna	1998		DSC0922
WMXH	FM Tower Site	Outbuilding, 12' x 16', on skids				WMXH Transmission Hub			DSC0921
WMXH	FM Tower Site	Propane Tank, 500 gal	Master		PB039A	Leased from AmeriGas			DSC0985
WMXH	FM Tower Site	Solid concrete foundation				WMXH Transmission Hub			DSC0981
WMXH	FM Tower Site	Studio-Transmitter Link Antenna	Scala	PR-950		WMXH STL Rx (Harrisonburg)			DSC0973
WMXH	FM Tower Site	Studio-Transmitter Link Antenna	Scala	PR-950		WMXH STL Rx (Luray)			DSC0973
WMXH	FM Tower Site	Studio-Transmitter Link Rcvr	Marti	R-10	4130	WMXH STL Left Channel Rxr			DSC0951
WMXH	FM Tower Site	Studio-Transmitter Link Rcvr	Marti	R-10	4132	WMXH STL Right Channel Rxr			DSC0951
WMXH	FM Tower Site	Tower, 100' disassembled				Future use as necessary			DSC0929
WMXH	FM Tower Site	Tower, 199' Texas guyed				WMXH Tower			DSC0922
WMXH	FM Tower Site	Transmission Line Dehydrator	Andrew	Dryline MT-	9802MT30236A				DSC0954
WMXH	FM Tower Site	Transmitter Remote Control	Sine Systems	RFC1-B	5301	WMXH Remote Control			DSC0942
WMXH	FM Tower Site	Uninterruptible Power Supply	APC	XS 1200	JB0539011794	WMXH Transmission Electronics			DSC0941
WMXH	Studio Hsbg	Boombox				As made for WHLO/Akron, OH			DSC1031
WMXH	Studio Hsbg	Studio-Transmitter Link Antenna	MARK	P948GR		WMXH STL Tx (Harrisonburg)			DSC1069
WMXH	Studio Hsbg	Studio-Transmitter Link Antenna				WRAA STL Tx (Harrisonburg)			DSC1069
WMXH	Studio Hsbg	Trailer				Trailer to transport "giant boombox"			DSC1031
Both	Studio Luray	Audio Control Board	Dynamax			Nine-Channel Input			DSC1003
Both	Studio Luray	Audio Control Board	Yamaha	MW10		Eight-Channel Input (Talk Show)			DSC1003
Both	Studio Luray	Audio Editing Software	Adobe	Audition		Production Audio Software			DSC1002
Both	Studio Luray	Audio Speaker	Yamaha	NS-10M		Left Channel Monitor AM/FM			DSC0999
Both	Studio Luray	Audio Speaker	Yamaha	NS-10M		Right Channel Monitor AM/FM			DSC0999
Both	Studio Luray	Audio Switcher	Kramer	VS-88A		8x8 Matrix Switcher			DSC1004
Both	Studio Luray	Bookcase, 4-shelf, brown, 2 each				Admin/Traffic area			DSC0231
Both	Studio Luray	Broadcast Audio Delay	Symetrix	Airtools 6000		On-Air Broadcast Delay			DSC1004
Both	Studio Luray	Bulletin Board, approx 4' x 3'				Sales area			DSC0238
Both	Studio Luray	Bulletin Board, approx 4' x 3'				Storage room			DSC0223
Both	Studio Luray	Bulletin Board, approx 4' x 3', 1 each				Admin/Traffic area			DSC0229
Both	Studio Luray	Bulletin Board, approx 4' x 3', 2 each				Admin/Traffic area			DSC0228

Attachment To Schedule 1.1(b)
WMXH/WRAA Equipment Inventory

Station	Location	Equipment	Manufacturer	Model #	Serial #	Comments	Acq Date	Acq Price	Photo
Both	Studio Luray	Cassette Player/Recorder	JVC	TD-W707		Dual Cassette Deck			DSC1001
Both	Studio Luray	Chair, high-back, swivel, black				Sales area			DSC0225
Both	Studio Luray	Chair, high-back, swivel, black , adj back				Studio area			DSC0234
Both	Studio Luray	Chair, low-back, swivel, cream, adj back				Sales area			DSC0227
Both	Studio Luray	Chair, low-back, swivel, cream, adj back, 2 each				Studio area			DSC0232
Both	Studio Luray	Chair, low-back, swivel, cream, fixed back				Storage room			DSC0223
Both	Studio Luray	Chair, low-back, swivel, cream, fixed back, 2 each				Studio area			DSC0232
Both	Studio Luray	Chairs, guest, brown, 2 each				Admin/Traffic area			DSC0229
Both	Studio Luray	Compact Disc Player	Sony	CDP-XE400		CD Player 1			DSC1001
Both	Studio Luray	Compact Disc Player	Sony	CDP-212		CD Player 2			DSC1001
Both	Studio Luray	Compressor/Limiter	Symetrix	501		Compressor/Limiter			DSC1004
Both	Studio Luray	Cubicle divider				Sales area			DSC0227
Both	Studio Luray	Desk, metal, approx 5' wide				Sales area			DSC0225
Both	Studio Luray	Desk, metal, approx 5' wide				Sales area			DSC0227
Both	Studio Luray	Desk, wood, approx 4' wide				Audio Control Board (Interview)			DSC0234
Both	Studio Luray	Desktop Computer	Dell			Admin/Traffic Computer			DSC0228
Both	Studio Luray	Desktop Computer	Dell	Dimension E510		Production Computer			DSC0991
Both	Studio Luray	Digital Telephone Hybrid	Gentner	DH20		Digital Telephone Hybrid			DSC1004
Both	Studio Luray	DVB Satellite Receiver	X Digital System	XDS Pro4P	XDSP-0303609	Fox News Satellite Receiver			DSC0995
Both	Studio Luray	EAS Encoder/Decoder	HollyAnne	HU-961	1140	EAS Encoder/Decoder			DSC1004
Both	Studio Luray	EAS Program Interrupt	HollyAnne	PI-963		EAS Program Interrupter			DSC1004
Both	Studio Luray	File cabinets, 4-drawer, 6 each				Storage room			DSC0224
Both	Studio Luray	Flatscreen Monitor	AOC			Production Video Monitor			DSC1002
Both	Studio Luray	Flatscreen Monitor				Admin/Traffic area			DSC0228
Both	Studio Luray	Flatscreen Television	Sanyo			Studio TV Monitor			DSC1007
Both	Studio Luray	FM Receiver	Dayton Industries	210		EBS FM Receiver			DSC0994
Both	Studio Luray	FM Receiver	Sage	Endec	B411713	EBS FM Receiver (Current)			DSC1004
Both	Studio Luray	FM Receiver	TFT	760-02		EBS FM Receiver (Former)			DSC0994
Both	Studio Luray	Microphone	Radio Shack	33-3039		Microphone Guest (Interview)			DSC0233
Both	Studio Luray	Microphone	Radio Shack	33-3039		Microphone Guest (Interview)			DSC0233
Both	Studio Luray	Microphone	Sennheiser	421		Microphone Guest (Console)			DSC1000
Both	Studio Luray	Microphone	Sennheiser	421		Microphone Main (Console)			DSC1000
Both	Studio Luray	Microphone PreAmp Processor	dbx	Project 1 286A		Microphone Processor			DSC0995
Both	Studio Luray	Microphone PreAmp Processor	dbx	Project 1 286A		Microphone Processor			DSC0995
Both	Studio Luray	Microphone stand, fixed, adjustable				Microphone Guest (Console)			DSC0234
Both	Studio Luray	Microphone stand, fixed, adjustable				Microphone Main (Console)			DSC0234
Both	Studio Luray	Microphone stand, movable, 4-position				Microphone Guest (Interview)			DSC0233
Both	Studio Luray	Multi-function printer/fax/copier	Hewlett Packard			Sales area			DSC0227
Both	Studio Luray	Satellite Dish	Prodelin	12'		With mounting hardware and base			
Both	Studio Luray	Stereo Tuner	RCA	TU-3400F	4402-05661	Off-Air Monitor			DSC0995
Both	Studio Luray	Studio Console Desk				Audio Control Board and Equipment			DSC0234
Both	Studio Luray	Studio Console Return, Left				On-Air Computers and Monitors			DSC0234
Both	Studio Luray	Studio Console Return, Right				Microphone Stands			DSC0234
Both	Studio Luray	Table, rectangular, approx 6' x 3'				Sales area			DSC0238
Both	Studio Luray	Table, round, approx 4' dia				Interview table			DSC0232

Attachment To Schedule 1.1(b)
WMXH/WRAA Equipment Inventory

Station	Location	Equipment	Manufacturer	Model #	Serial #	Comments	Acq Date	Acq Price	Photo
Both	Studio Luray	Uninterruptible Power Supply	APC	XS 1200		Power Backup AM/FM Computers			DSC0993
Both	Studio Luray	Uninterruptible Power Supply	APC	XS 1200		Power Backup AM/FM Receivers			DSC0998
Both	Studio Luray	White board, approx 3' x 2'				Sales area			DSC0225
WMXH	Studio Luray	Desktop Computer	Dell	Dimension 5100		FM On-Air Computer			DSC0989
WMXH	Studio Luray	Flatscreen Monitor	Hanns	G		FM On-Air Monitor			DSC0992
WMXH	Studio Luray	Media Management Software	Macromedia	AirForce Workstation		FM Operations Automation			DSC0992
WMXH	Studio Luray	Satellite Receiver	Musicam	Starguide II	SGS351114	Dial Global Satellite Receiver FM			DSC0997
WRAA	Studio Luray	Desktop Computer	Dell	Vostro 420		AM On-Air Computer			DSC0989
WRAA	Studio Luray	Flatscreen Monitor	Hanns	G		AM On-Air Monitor			DSC0990
WRAA	Studio Luray	Media Management Software	Macromedia	AirForce Workstation		AM Operations Automation			DSC0990
WRAA	Studio Luray	Satellite Receiver	iPump	6420	364385	Dial Global Satellite Receiver AM			DSC0997
WMXH	Studio Luray Roof	Studio-Transmitter Link Antenna	Scala	PR-950(H)		WMXH STL Tx (Luray)			DSC1030

Attachment To Schedule 1.1(b)
WMXH/WRAA Audio Inventory

Station	Library	Type	Company/Performer Last	Performer First	Title	Series #
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3047
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3048
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3049
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3050
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3051
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3052
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3053
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3054
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3055
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3056
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3057
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3058
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3059
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3060
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3061
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3062
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3063
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3064
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3065
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3066
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3070
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3071
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3072
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3073
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3074
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3075
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3076
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3077
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3078
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3079
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3080
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3081
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3082
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3083
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3084
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3085
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3086
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3087
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3088
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3089
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3090
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3091
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3092
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3093
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3094
Both	Production	Music	Ad Impact		Production Library (Notebook)	AI3095
Both	Production	Music	Century 21		Production Library	CDPL01
Both	Production	Music	Century 21		Production Library	CDPL02
Both	Production	Music	Century 21		Production Library	CDPL03
Both	Production	Music	Century 21		Production Library	CDPL04
Both	Production	Music	Century 21		Production Library	CDPL05
Both	Production	Music	Century 21		Production Library	CDPL07
Both	Production	Music	Century 21		Production Library	CDPL08
Both	Production	Music	Century 21		Production Library	CDPL09
Both	Production	Music	Century 21		Production Library	CDPL10
Both	Production	Music	Century 21		Production Library	CDPL11
Both	Production	Music	Century 21		Production Library	CDPL12
Both	Production	Music	Century 21		Production Library	CDPL13
Both	Production	Music	Century 21		Production Library	CDPL14
Both	Production	Music	Century 21		Production Library	CDPL15
Both	Production	Music	TM		The Cat	CAT1
Both	Production	Music	TM		The Cat	CAT2
Both	Production	Music	TM Century		Digital Director	DCD1
Both	Production	Music	TM Century		Digital Director	DCD2
Both	Production	Music	TM Century		Digital Director	DCD3
Both	Production	Music	TM Century		Digital Director	DCD4
Both	Production	Music	TM Century		Digital Director	DCD5
Both	Production	Music	TM Century		Digital Director	DCD6
Both	Production	Music	TM Century		Digital Director	DCD7
Both	Production	Music	TM Century		Digital Director	DCD8

**Attachment To Schedule 1.1(b)
WMXH/WRAA Audio Inventory**

Station	Library	Type	Company/Performer Last	Performer First	Title	Series #
Both	Production	Music	TM Century		Digital Director	DCD9
Both	Production	Music	TM Century		Digital Director	DD01
Both	Production	Music	TM Century		Digital Director	DD02
Both	Production	Music	TM Century		Digital Director	DD03
Both	Production	Music	TM Century		Digital Director	DD05
Both	Production	Music	TM Century		Digital Director	DD06
Both	Production	Music	TM Century		Digital Director	DD07
Both	Production	Music	TM Century		Digital Director	DD08
Both	Production	Music	TM Century		Digital Director	DD09
Both	Production	Music	TM Century		Digital Director	DD10
Both	Production	Music	TM Century		Digital Director	DD11
Both	Production	Music	TM Century		Digital Director	DD12
Both	Production	Music	TM Century		Digital Director	DD13
Both	Production	Music	TM Century		Digital Director	DD14
Both	Production	Music	TM Century		Digital Director	DD15
Both	Production	Music	TM Century		Digital Director	DD16
Both	Production	Music	TM Century		Digital Director	DD17
Both	Production	Music	TM Century		Digital Director	DD18
Both	Production	Music	TM Century		Digital Director	DD19
Both	Production	Music	TM Century		Digital Director	DD20
Both	Production	Music	TM Century		Digital Director	DD21
Both	Production	Music	TM Century		Digital Director	DD22
Both	Production	Music	TM Century		Digital Director	DD23
Both	Production	Music	TM Century		Digital Director	DD24
Both	Production	Music	TM Century		Trendsetters II	To1
Both	Production	Music	TM Century		Trendsetters II	To2
Both	Production	Music	TM Century		Trendsetters II	To3
Both	Production	Music	TM Century		Trendsetters II	To4
Both	Production	Music	TM Century		Trendsetters II	To5
Both	Production	Music	TM Century		Trendsetters II	To6
Both	Production	Music	TM Century		Trendsetters II	To7
Both	Production	Music	TM Century		Trendsetters II	To8
Both	Production	Music	TM Century		Trendsetters II	To9
Both	Production	Music	TM Century		Trendsetters II	T10
Both	Production	Music	TM Century		Trendsetters II	T11
Both	Production	Music	TM Century		Trendsetters II	T12
Both	Production	Music	TM Century		Trendsetters II	T13
Both	Production	Music	TM Century		Trendsetters II	T14
Both	Production	Music	TM Century		Trendsetters II	T15
Both	Production	Music	TM Century		Trendsetters II	T16
Both	Production	Music	TM Century		Trendsetters II	T17
Both	Production	Music	TM Century		Trendsetters II	TRS1
Both	Production	Music	TM Century		Trendsetters II	TRS2
Both	Production	Music	TM Century		Trendsetters II	TRS3
Both	Production	Music	TM Century		Trendsetters II	TRS4
Both	Production	Music	TM Century		Trendsetters II	TRS5
Both	Production	Music	TM Century		Trendsetters II	TRS6
Both	Production	Music	TM Century		Trendsetters II	TRS7
Both	Production	Music	TM Century		Trendsetters II	TRS8
Both	Production	Music	TM Century		Trendsetters II	TRS9
Both	Production	Music	TM/Media General		Power Parts	P1
Both	Production	Music	TM/Media General		Power Parts	P2
Both	Production	Music	TM/Media General		Power Parts	P3
Both	Production	Music	TM/Media General		Power Parts	P4
Both	Production	Music	TM/Media General		Power Parts	POW1
Both	Production	Music	TM/Media General		Power Parts	POW2
Both	Production	Music	TM/Media General		Power Parts	POW3
Both	Production	SFX	Media General		Media General SFX	SFX 1
Both	Production	SFX	Media General		Media General SFX	SFX 2
Both	Production	SFX	Media General		Media General SFX	SFX 3
Both	Production	SFX	Media General		Media General SFX	SFX 4
Both	Production	SFX	Media General		Media General SFX	SFX 5
Both	Production	SFX	Media General		Media General SFX	SFX 6
Both	Production	SFX	Media General		Media General SFX	SFX 7
Both	Production	SFX	Media General		Media General SFX	SFX 8
Both	Production	SFX	Toolkit		Toolkit R/T	
WMXH	Music	Music	101 Strings		Best Of Johann Strauss Jr.	
WMXH	Music	Music	101 Strings		Million Seller All-Time Favorites	
WMXH	Music	Music	101 Strings		More Hits Of The 50s-60s-70s	
WMXH	Music	Music	Alpert	Herb	Keep Your Eye On Me	

Attachment To Schedule 1.1(b)
WMXH/WRAA Audio Inventory

Station	Library	Type	Company/Performer Last	Performer First	Title	Series #
WMXH	Music	Music	Alpert	Herb	My Abstract Heart	
WMXH	Music	Music	Anderson	LeRoy	Blue Tango	
WMXH	Music	Music	Andrews Sisters		Rarities	
WMXH	Music	Music	Anthony	Ray	The Hits Of Ray Anthony	
WMXH	Music	Music	Ariolo	Susie, Swing Band	It's Wonderful	
WMXH	Music	Music	Armstrong	Louis	Best of The Decca Years: Vol 1 - The Singer	
WMXH	Music	Music	Armstrong	Louis	Laughin' Louie (1932-1933)	
WMXH	Music	Music	Armstrong	Louis	Satchmo And The Dukes Of Dixieland	
WMXH	Music	Music	Army Of Stars		Salvation Army Presents...Breath Of Heaven	
WMXH	Music	Music	Association		Greatest Hits!	
WMXH	Music	Music	Bacharach	Burt	Classics Volume 23	
WMXH	Music	Music	Banks	Tommy	Yes Indeed!	
WMXH	Music	Music	Basie	Count	Count Basie And His Orchestra	
WMXH	Music	Music	Bass	Bill	Steel Pans	
WMXH	Music	Music	Baxter	Les	Les Baxter's Best	
WMXH	Music	Music	Bazen	James, Big Band	Take One (2 copies)	
WMXH	Music	Music	Bennett	Tony	Bennett/Berlin	
WMXH	Music	Music	Bennett	Tony	Here's To The Ladies	
WMXH	Music	Music	Bennett	Tony	Perfectly Frank	
WMXH	Music	Music	Bennett	Tony	Tony Bennett With Count Basie	
WMXH	Music	Music	Berlin	Irving	Always	
WMXH	Music	Music	Berlin	Irving	The Great American Composers	
WMXH	Music	Music	Blaine	Terry	...In Concert With The Mark Shane Quintet	
WMXH	Music	Music	Blaine	Terry	Too Hot For....	
WMXH	Music	Music	Blanchard	Terence	Let's Get Lost	
WMXH	Music	Music	Bocelli	Andrea	Verdi	
WMXH	Music	Music	Boelke [?]	Fred, & His Swingin'	Remind...	
WMXH	Music	Music	Boilermaker Jazz Band		Jump For Joy	
WMXH	Music	Music	Bonanza	Rose	Merry Christmas Baby!	
WMXH	Music	Music	Boone	Pat	The Gold Collection	
WMXH	Music	Music	Boston Pops		Motion Picture Classics Volume 1	
WMXH	Music	Music	Boston Pops		Motion Picture Classics Volume 2	
WMXH	Music	Music	Bradley	Will, & Ray McKinle	Best Of The Big Bands	
WMXH	Music	Music	Brothers Four		Greatest Hits	
WMXH	Music	Music	Brown	Les	Anything Goes	
WMXH	Music	Music	Brown	Les	Best Of The Big Bands	
WMXH	Music	Music	Brown	Les	Les Brown & The Band Of Renown	
WMXH	Music	Music	Brown	Les, & His Band Of F	Lullaby In Rhythm	
WMXH	Music	Music	Brown	Ray, Trio	Live At Starbucks	
WMXH	Music	Music	Brubeck	Dave	40th Anniversary Tour Of The UK	
WMXH	Music	Music	Brubeck	Dave	Double Live From The USA & UK	
WMXH	Music	Music	Brubeck	Dave	One Alone	
WMXH	Music	Music	Brubeck	Dave	The Essence Of Dave Brubeck	
WMXH	Music	Music	Budd	Julie	If You Could See Me Now	
WMXH	Music	Music	Butera	Sam, & The Wildest	The Whole World Loves Italians	
WMXH	Music	Music	Butler	Jonathan	The Source	
WMXH	Music	Music	Callaway	Ann Hampton	At Last	
WMXH	Music	Music	Carmichael	Hoagy	Stardust And Much More	
WMXH	Music	Music	Carpenters		Classics Volume 2/Disc 2	
WMXH	Music	Music	Carpenters		The Singles 1969-1973	
WMXH	Music	Music	Carreras	Jose	With A Song In My Heart	
WMXH	Music	Music	Carreras, Domingo, Pavarotti		The 3 Tenors In Concert 1994	
WMXH	Music	Music	Carroll	Barbara	All In Fun	
WMXH	Music	Music	Charles	Ray	His Greatest Hits Volume 1	
WMXH	Music	Music	Church	Charlotte	Enchantment	
WMXH	Music	Music	Cincinnati Pops "Big Band" Orchestra		Route 66/That Nelson Riddle Sound	
WMXH	Music	Music	Clark	Buddy	Once And For Always	
WMXH	Music	Music	Clark	Petula	Greatest Hits Of...	
WMXH	Music	Music	Clayderman	Richard	...Plays Love Songs Of The World	
WMXH	Music	Music	Clayderman	Richard	Un Solo Mundo Musical	
WMXH	Music	Music	Clock Tower Jazz Ensemble		Clock Tower Jazz Ensemble	
WMXH	Music	Music	Clooney	Rosemary	Clap Hands! Here Comes Rosie	
WMXH	Music	Music	Clooney	Rosemary	Dedicated To Nelson	
WMXH	Music	Music	Clooney	Rosemary	Demi-Centennial	
WMXH	Music	Music	Clooney	Rosemary	Sentimental Journey	
WMXH	Music	Music	Cole	Freddy	Rio De Janiero Blue	
WMXH	Music	Music	Cole	Nat King	Let's Fall In Love	
WMXH	Music	Music	Cole	Nat King	Ramblin' Rose (And More)	
WMXH	Music	Music	Cole	Nat King	Super Hits	
WMXH	Music	Music	Cole	Natalie	Take A Look	

Attachment To Schedule 1.1(b)
WMXH/WRAA Audio Inventory

Station	Library	Type	Company/Performer Last	Performer First	Title	Series #
WMXH	Music	Music	Comden And Green		Comden And Green Songbook	
WMXH	Music	Music	Como	Perry	Dream Along With Me	
WMXH	Music	Music	Condon	Frankie, Orchestra	The Next Time	
WMXH	Music	Music	Connick, Jr.	Harry	When Harry Met Sally	
WMXH	Music	Music	Conniff	Ray	Always In My Heart	
WMXH	Music	Music	Conniff	Ray	Love Affair	
WMXH	Music	Music	Conniff	Ray, & His Orchestra	S Awful Nice	
WMXH	Music	Music	Cooke	Sam	The Man And His Music	
WMXH	Music	Music	Corbiscello	Tony, Big Band	It's About Time	
WMXH	Music	Music	Crosby	Bing	...On Radio In The Thirties	
WMXH	Music	Music	Crosby	Bing	...On Radio With Buddy Cole Vol. 2	
WMXH	Music	Music	Crosby	Bing	20th Century Masters: The Best Of Bing Crosby	
WMXH	Music	Music	Crosby	Bing	A Bing Crosby Cavalcade of Song	
WMXH	Music	Music	Crosby	Bing	Academy Award Winners And Nominees 1934-1960	
WMXH	Music	Music	Crosby	Bing	Bing & Friends Sing & Sing	
WMXH	Music	Music	Crosby	Bing	Bing Crosby (2 CDs)	
WMXH	Music	Music	Crosby	Bing	Bing Crosby's Hawaii	
WMXH	Music	Music	Crosby	Bing	Bing Sings Whilst Bregman Swings	
WMXH	Music	Music	Crosby	Bing	Blitz Hits	
WMXH	Music	Music	Crosby	Bing	Going Hollywood Vol. 3 (1940-1944)	
WMXH	Music	Music	Crosby	Bing	Greatest Hits [MCA]	
WMXH	Music	Music	Crosby	Bing	Legends Of The 20th Century	
WMXH	Music	Music	Crosby	Bing	Lost Gold Historical Radio Series	
WMXH	Music	Music	Crosby	Bing	Memories [MCA]	
WMXH	Music	Music	Crosby	Bing	More Memories	
WMXH	Music	Music	Crosby	Bing	My Favorite Broadway Songs	
WMXH	Music	Music	Crosby	Bing	Sings And Narrates How Lovely To Christmas	
WMXH	Music	Music	Crosby	Bing	Some Fine Old Chestnut & New Tricks	
WMXH	Music	Music	Crosby	Bing	The Best Of...	
WMXH	Music	Music	Crosby	Bing	The Chronological Bing Crosby (CD 01)	
WMXH	Music	Music	Crosby	Bing	The Chronological Bing Crosby (CD 02)	
WMXH	Music	Music	Crosby	Bing	The Chronological Bing Crosby (CD 09)	
WMXH	Music	Music	Crosby	Bing	The Chronological Bing Crosby (CD 10)	
WMXH	Music	Music	Crosby	Bing	The Chronological Bing Crosby (CD 15)	
WMXH	Music	Music	Crosby	Bing	The Chronological Bing Crosby (CD 18)	
WMXH	Music	Music	Crosby	Bing	The Chronological Bing Crosby (CD 20)	
WMXH	Music	Music	Crosby	Bing	The Chronological Bing Crosby (CD 22)	
WMXH	Music	Music	Crosby	Bing	The Complete United Artists Sessions (4 CDs)	
WMXH	Music	Music	Crosby	Bing	The EP Collection	
WMXH	Music	Music	Crosby	Bing	The Voice Of Christmas: The Complete Decca Christmas S	
WMXH	Music	Music	Crosby	Bing	Top Of The Morning/His Irish Collection	
WMXH	Music	Music	Crosby	Bing	Two Classic Albums From...	
WMXH	Music	Music	Crosby	Bing	Volume 1 [Wisepack]	
WMXH	Music	Music	Crosby	Bing	We're Just Wild About Harry	
WMXH	Music	Music	Crosby	Bing, & the Andrews	Their Complete Recordings Together	
WMXH	Music	Music	Crosby	Bob	22 Original Big Band Recordings	
WMXH	Music	Music	Cugat	Xavier	Say Si! Si!	
WMXH	Music	Music	Cugat	Xavier	The New Xavier Cugat Orchestra	
WMXH	Music	Music	Cunningham	Tom, Orchestra	All The Cats Join In	
WMXH	Music	Music	Cunningham	Tom, Orchestra	One O'Clock Boogie/Two Of Clock Jump!	
WMXH	Music	Music	Cunningham	Tom, Orchestra	One O'Clock Boogie/Two Of Clock Jump!	
WMXH	Music	Music	Cusick	Bob	He Lights My Way	
WMXH	Music	Music	Darin	Bobby	Classic Darin	
WMXH	Music	Music	Darmody	Steve	Hymns	
WMXH	Music	Music	Darmody	Steve	Christmas	
WMXH	Music	Music	Davenport	Peter	Clear Day	
WMXH	Music	Music	Davis	Danny, & The Nashv	Best Of...	
WMXH	Music	Music	Davis, Jr.	Sammy	Greatest Hits	
WMXH	Music	Music	Davis, Jr.	Sammy	Greatest Hits, Volume II	
WMXH	Music	Music	Day	Doris	Hooray For Hollywood, Volume I	
WMXH	Music	Music	Day	Doris	Sings 22 Original Recordings	
WMXH	Music	Music	DeRoy	Jamie & Friends	Volume 3 'Tis The Season	
WMXH	Music	Music	DeSare	Tony	Radio Show	
WMXH	Music	Music	Desmond	Johnny	...Swings	
WMXH	Music	Music	DiRenzo	Denise	Sweet Refrain	
WMXH	Music	Music	Diva		Leave It To Diva	
WMXH	Music	Music	Diva		Something's Coming	
WMXH	Music	Music	Donald And Debbie		Christmas With Donald And Debbie	
WMXH	Music	Music	Dorsey	Tommy	I'll See You In My Dreams	
WMXH	Music	Music	Dorsey	Tommy, Orchestra	Shiek Of Swing	

Attachment To Schedule 1.1(b)
WMXH/WRAA Audio Inventory

Station	Library	Type	Company/Performer Last	Performer First	Title	Series #
WMXH	Music	Music	Downs	Rebecca Kyler	Love Me Like...	
WMXH	Music	Music	Dukes Of Dixieland		Dukes Of Dixieland	
WMXH	Music	Music	Ed Vezihno/Jim Ward Big Band		...Featuring Michael Pedicin, Jr.	
WMXH	Music	Music	Elgart	Les And Larry	Best Of The Big Bands	
WMXH	Music	Music	Ellington	Duke	22 Original Big Band Recordings	
WMXH	Music	Music	Ellington	Duke	Ultimate Ellington: The Crown Project	
WMXH	Music	Music	Elliott	Bill, Swing Orchestra	Calling All Jitterbugs!	
WMXH	Music	Music	EMU Jazz And Swing Sisters		[Untitled]	
WMXH	Music	Music	Encompass Quartet		Encompass Quartet	
WMXH	Music	Music	Faith	Percy	Greatest Hits	
WMXH	Music	Music	Farber	Andy, & Andrew Wil	Double A	
WMXH	Music	Music	Fawcett	Michael	These Make The Season	
WMXH	Music	Music	Feinstein	Michael	Nice Work If You Can Get It	
WMXH	Music	Music	Feinstein	Michael	Such Sweet Sorrow	
WMXH	Music	Music	Ferguson	Jim	Not Just Another Pretty Bass	
WMXH	Music	Music	Ferrante & Teicher		30th Anniversary On Stage	
WMXH	Music	Music	Ferrante & Teicher		Dos Amigos	
WMXH	Music	Music	Fifth Dimension		Greatest Hits On Earth	
WMXH	Music	Music	Fitzgerald	Ella	Cole Porter Songbook Vol 1	
WMXH	Music	Music	Fitzgerald	Ella	Timeless Treasures	
WMXH	Music	Music	Fitzgerald	Ella	With The Tommy Flanagan Trio	
WMXH	Music	Music	Flack	Roberta	Best Of...	
WMXH	Music	Music	Fortunato	Michael	Autumn Serenade	
WMXH	Music	Music	Foster And Allen		Ireland	
WMXH	Music	Music	Fountain	Pete, & Al Hirt	Allegiance Extra	
WMXH	Music	Music	Four Freshmen		Spotlight On Great Gentlemen Of Song	
WMXH	Music	Music	Freberg	Stan	Greatest Hits	
WMXH	Music	Music	Galway	James	Un-Break My Heart	
WMXH	Music	Music	Garland	Judy	America's Treasure	
WMXH	Music	Music	Garland	Judy	Greatest Hits	
WMXH	Music	Music	Garland	Judy	Judy! That's Entertainment	
WMXH	Music	Music	Garner	Erroll	Concert By The Sea	
WMXH	Music	Music	Garner	Erroll	Magician: Gershwin And Kern	
WMXH	Music	Music	Gayle	Crystal	Sings The Heart & Soul Of Hoagy Carmichael	
WMXH	Music	Music	Gershwin	George	(1898-1937)	
WMXH	Music	Music	Gleason	Jackie	Shangri-La	
WMXH	Music	Music	Goodman	Benny	1934-1935	
WMXH	Music	Music	Goodman	Benny	Stompin'	
WMXH	Music	Music	Goodman	Benny	Stompin' At The Savoy	
WMXH	Music	Music	Goodman	Benny	Yale Archives, Volume 3	
WMXH	Music	Music	Gordon	Scott	After Hours	
WMXH	Music	Music	Gordon	Scott	Merry Christmas	
WMXH	Music	Music	Grappelli	Stephane	Vintage Grappelli	
WMXH	Music	Music	Gray	Glen	Glen Gray's Greatest	
WMXH	Music	Music	Green	Benny	Green's Blues	
WMXH	Music	Music	Green	Benny	Naturally	
WMXH	Music	Music	Griffith	Andy	American Originals	
WMXH	Music	Music	Groban	Josh	Closer	
WMXH	Music	Music	Hafer	Lorri, & The Music	The Very Thought Of You	
WMXH	Music	Music	Harris	Allan	[Unknown]	
WMXH	Music	Music	Harris	Bill	Invitation	
WMXH	Music	Music	Harris	Bill	Solo + One	
WMXH	Music	Music	Harris	Bob, And Lucy Clark	Sentimental Reasons	
WMXH	Music	Music	Hayford	Justin	A Rare Find	
WMXH	Music	Music	Heath	Ted	Fever	
WMXH	Music	Music	Heller	Andrew	Broadway Love	
WMXH	Music	Music	Herman	Woody	40th Anniversary Carnegie Hall Concert	
WMXH	Music	Music	Herman	Woody, And The Fir	Vol 2: Live In 1945	
WMXH	Music	Music	Hilltoppers		P.S. I Love You: The Best Of...	
WMXH	Music	Music	Hi-Lo's		Nice Work If You Can Get It	
WMXH	Music	Music	Hirt	Al, & Peter Fountain	Super Jazz	
WMXH	Music	Music	Houston	Whitney	Star Spangled Banner	
WMXH	Music	Music	Humperdinck	Engelbert	With Love	
WMXH	Music	Music	Ink Spots		Greatest Hits	
WMXH	Music	Music	Ink Spots		Readers Digest	
WMXH	Music	Music	James	Harry	The Golden Trumpet Of...	
WMXH	Music	Music	James	Harry	The Silver Collection	
WMXH	Music	Music	James	Harry, & His Music	Trumpet Blues	
WMXH	Music	Music	Jamison	Lynda	Unpack Your Dreams	
WMXH	Music	Music	Jarvis	Jeff	Golden Palm	

Attachment To Schedule 1.1(b)
WMXH/WRAA Audio Inventory

Station	Library	Type	Company/Performer Last	Performer First	Title	Series #
WMXH	Music	Music	Jimbo	Akira	Slow Boat	
WMXH	Music	Music	Jones	Jack	...Paints A Tribute To Tony Bennett	
WMXH	Music	Music	Jones	Jack	I Am A Singer	
WMXH	Music	Music	Jones	LeRoy	Props For Pops	
WMXH	Music	Music	Jones	Oliver	From Lush To Lively	
WMXH	Music	Music	Kaempfert	Bert	In A Romantic Mood	
WMXH	Music	Music	King	B.B.	There Is Always One More Time	
WMXH	Music	Music	King	Wayne, And His Orc	Best Of...	
WMXH	Music	Music	Kirkland	Jennifer	You Must Believe In Spring	
WMXH	Music	Music	Kyser	Kay	Best Of The Big Bands	
WMXH	Music	Music	Lacina	Joe	Thanks For Listening	
WMXH	Music	Music	Laine	Frankie	Wheels Of A Dream	
WMXH	Music	Music	Lamott	Nancy	Listen To My Heart	
WMXH	Music	Music	Lamott	Nancy	What's Good About Goodbye	
WMXH	Music	Music	Lanin	Lester	Best Of The Big Bands	
WMXH	Music	Music	Lanin	Lester	Music For Moonlight Dancing	
WMXH	Music	Music	Lanin	Lester	This Is Society Dance Music	
WMXH	Music	Music	Lanza	Mario	When Day Is Done	
WMXH	Music	Music	Lawrence	Steve, & Eydie Gorm	Alone Together	
WMXH	Music	Music	Lee	Peggy	Miss Peggy Lee Sings The Blues	
WMXH	Music	Music	Lee	Peggy	Moments Like This	
WMXH	Music	Music	Lee	Peggy	Peggy Lee Sings With Benny Goodman	
WMXH	Music	Music	Legrand	Michel	Windmills Of Your Mind	
WMXH	Music	Music	Lemley	Quinn	Cocktails With A Twist	
WMXH	Music	Music	Lettermen		All-Time Greatest Hits	
WMXH	Music	Music	Lettermen		Capitol Collector's Series	
WMXH	Music	Music	Lettermen		Greatest Movie Hits	
WMXH	Music	Music	Liberace		16 Most Requested Songs	
WMXH	Music	Music	Liberace		Greatest Hits	
WMXH	Music	Music	Lillis	Harry	Just What I Wanted	
WMXH	Music	Music	Lombardo	Guy, Abd The Royal	Best Of...	
WMXH	Music	Music	Loring	Gloria	By Request	
WMXH	Music	Music	Lou	Donna	Fascinating Rhythm	
WMXH	Music	Music	Lou	Donna	Shenandoah Valley Christmas (2 copies)	
WMXH	Music	Music	Main Stream Power Band		A Date With Swing	
WMXH	Music	Music	Maloney	Dick	Mood Swings	
WMXH	Music	Music	Manchester	Melissa	Greatest Hits	
WMXH	Music	Music	Mancini	Henry	Mancini's Classic Movie Scores	
WMXH	Music	Music	Mancini	Henry	Pure Gold	
WMXH	Music	Music	Mancini	Henry	Readers Digest	
WMXH	Music	Music	Manhattan Transfer		Bop Doo-Wopp	
WMXH	Music	Music	Manhattan Transfer		The Best Of [Atlantic]	
WMXH	Music	Music	Manhattan Transfer		Tonin'	
WMXH	Music	Music	Manhattan Transfer		Very Best Of The Manhattan Transfer	
WMXH	Music	Music	Mannheim Steamroller		Christmas In The Aire	
WMXH	Music	Music	Mannheim Steamroller		The Christmas Angel	
WMXH	Music	Music	Mantovani		The Magic Of...	
WMXH	Music	Music	Martin	Dean	Happy Hour With...	
WMXH	Music	Music	Mathis	Johnny	In The Still Of The Night	
WMXH	Music	Music	Mathis	Johnny	Once In A While	
WMXH	Music	Music	Mathis	Johnny, & Henry M	The Hollywood Musicals	
WMXH	Music	Music	McCormack And Crooks		World's Greatest Tenors	
WMXH	Music	Music	McNair	Sylvia, & Andre Prev	Sure Thing: The Jerome Kern Songbook	
WMXH	Music	Music	Mendes	Sergio, & Brasil '66	Greatest Hits	
WMXH	Music	Music	Michaels	Marilyn	A Mother's Voice	
WMXH	Music	Music	Midler	Bette	Some People's Lives	
WMXH	Music	Music	Miller	Glenn, & His Orches	The Glenn Miller Story	
WMXH	Music	Music	Miller	Glenn, Band	The Original Reunion Of...	
WMXH	Music	Music	Miller	Mitch, & The Gang	Sing Along With Mitch	
WMXH	Music	Music	Mills	Frank	The 20th Anniversary	
WMXH	Music	Music	Minnelli	Liza	Live From Radio City Music Hall	
WMXH	Music	Music	Moore	Dudley	Songs Without Words	
WMXH	Music	Music	Morgan	Dick	Dick Morgan Live	
WMXH	Music	Music	Morgan	Russ	22 Original Big Band Hits	
WMXH	Music	Music	Mormon Tabernacle Choir		Christmas With Charles Osgood	
WMXH	Music	Music	Mufson	Lauren	..Kind Of Christmas	
WMXH	Music	Music	Mulligan	Gerry, & Chet Baker	Mulligan/Baker	
WMXH	Music	Music	Murray	Anne	Greatest Hits	
WMXH	Music	Music	Nanes	Richard	Nocturnes Of The Celestial Seas: Piano Solos	
WMXH	Music	Music	Nelson	Ricky	All My Best	

Attachment To Schedule 1.1(b)
WMXH/WRAA Audio Inventory

Station	Library	Type	Company/Performer Last	Performer First	Title	Series #
WMXH	Music	Music	Nero	Peter	Greatest Hits	
WMXH	Music	Music	New Stanton Band		Mirror Lake Pavilion Presents...	
WMXH	Music	Music	New Stanton Band with Michael	Fortunato	Ballads	
WMXH	Music	Music	Newton	Wayne	Capitol Collector's Series	
WMXH	Music	Music	Newton-John	Olivia	Olivia's Greatest Hits Vol. 2	
WMXH	Music	Music	O'Donnell	Daniel	This Is Daniel O'Donnell	
WMXH	Music	Music	Original Broadway Cast		Annie Get You Gun	
WMXH	Music	Music	Original Broadway Cast		Carousel	
WMXH	Music	Music	Original Broadway Cast		Oklahoma!	
WMXH	Music	Music	Original Broadway Cast		Side Show	
WMXH	Music	Music	Original Broadway Cast		The King And I	
WMXH	Music	Music	Original Broadway Cast		The Producers	
WMXH	Music	Music	Original Movie Soundtrack		Joe Gould's Secret	
WMXH	Music	Music	Original Movie Soundtrack		Strictly Ballroom	
WMXH	Music	Music	Original Movie Soundtrack		The Mask Of Zorro	
WMXH	Music	Music	Original Movie Soundtrack		The Prince Of Egypt Sampler	
WMXH	Music	Music	Page	Patti	Brand New Tennessee Waltz	
WMXH	Music	Music	Page	Patti	Greatest Hits	
WMXH	Music	Music	Partridge	Sarah	I'll Be Easy To Find	
WMXH	Music	Music	Paul	Les, & Mary Ford	The Fabulous Les Paul And Mary Ford	
WMXH	Music	Music	Peters	Bernadette	I'll Be Your Baby	
WMXH	Music	Music	Porter	Cole	The Great American Composers	
WMXH	Music	Music	Presley	Elvis	...Sings Leiber & Stoller	
WMXH	Music	Music	Presley	Elvis	A Valentine Gift For You	
WMXH	Music	Music	Price	Ray	Happens To Be The Best	
WMXH	Music	Music	Prima	Louis	Capitol Collector's Series	
WMXH	Music	Music	Prima	Louis, & Keely Smith	The Hits Of Louis And Keely	
WMXH	Music	Music	Prysock	Arthur	Compact Jazz	
WMXH	Music	Music	Pursell	Laura	It Had To Be Swing	
WMXH	Music	Music	Rachel's Song		The Instrumental Album	
WMXH	Music	Music	Rainwater	James	The Gallery	
WMXH	Music	Music	Randall	Frankie	Then & Now	
WMXH	Music	Music	Raphael	Lenore	Lenore Raphael	
WMXH	Music	Music	Rawls	Lou	Classics	
WMXH	Music	Music	Riddle	Nelson	The Riddle Touch	
WMXH	Music	Music	Robinson	Smokey	Timeless Love	
WMXH	Music	Music	Rock And Roll Graffiti			RRG01
WMXH	Music	Music	Rock And Roll Graffiti			RRG02
WMXH	Music	Music	Rock And Roll Graffiti			RRG03
WMXH	Music	Music	Rock And Roll Graffiti			RRG04
WMXH	Music	Music	Rock And Roll Graffiti			RRG05
WMXH	Music	Music	Rock And Roll Graffiti			RRG06
WMXH	Music	Music	Rock And Roll Graffiti			RRG07
WMXH	Music	Music	Rock And Roll Graffiti			RRG08
WMXH	Music	Music	Rock And Roll Graffiti			RRG09
WMXH	Music	Music	Rock And Roll Graffiti			RRG10
WMXH	Music	Music	Rock And Roll Graffiti			RRG11
WMXH	Music	Music	Rock And Roll Graffiti			RRG12
WMXH	Music	Music	Rock And Roll Graffiti			RRG13
WMXH	Music	Music	Rock And Roll Graffiti			RRG14
WMXH	Music	Music	Rock And Roll Graffiti			RRG15
WMXH	Music	Music	Rock And Roll Graffiti			RRG16
WMXH	Music	Music	Rock And Roll Graffiti			RRG17
WMXH	Music	Music	Rock And Roll Graffiti			RRG18
WMXH	Music	Music	Rock And Roll Graffiti			RRG19
WMXH	Music	Music	Rock And Roll Graffiti			RRG20
WMXH	Music	Music	Rock And Roll Graffiti			RRG21
WMXH	Music	Music	Rock And Roll Graffiti			RRG22
WMXH	Music	Music	Rock And Roll Graffiti			RRG23
WMXH	Music	Music	Rock And Roll Graffiti			RRG24
WMXH	Music	Music	Rock And Roll Graffiti			RRG25
WMXH	Music	Music	Rock And Roll Graffiti			RRG26
WMXH	Music	Music	Rock And Roll Graffiti			RRG27
WMXH	Music	Music	Rock And Roll Graffiti			RRG28
WMXH	Music	Music	Rock And Roll Graffiti			RRG29
WMXH	Music	Music	Rock And Roll Graffiti			RRG30
WMXH	Music	Music	Rock And Roll Graffiti			RRG31
WMXH	Music	Music	Rock And Roll Graffiti			RRG32
WMXH	Music	Music	Rock And Roll Graffiti			RRG33
WMXH	Music	Music	Rock And Roll Graffiti			RRG34

Attachment To Schedule 1.1(b)
WMXH/WRAA Audio Inventory

Station	Library	Type	Company/Performer Last	Performer First	Title	Series #
WMXH	Music	Music	Rock And Roll Graffiti			RRG35
WMXH	Music	Music	Rock And Roll Graffiti			RRG36
WMXH	Music	Music	Rock And Roll Graffiti			RRG37
WMXH	Music	Music	Rock And Roll Graffiti			RRG38
WMXH	Music	Music	Rock And Roll Graffiti			RRG39
WMXH	Music	Music	Rock And Roll Graffiti			RRG40
WMXH	Music	Music	Rock And Roll Graffiti			RRG41
WMXH	Music	Music	Rock And Roll Graffiti			RRG42
WMXH	Music	Music	Rock And Roll Graffiti			RRG43
WMXH	Music	Music	Rock And Roll Graffiti			RRG44
WMXH	Music	Music	Rock And Roll Graffiti			RRG45
WMXH	Music	Music	Rock And Roll Graffiti			RRG46
WMXH	Music	Music	Rock And Roll Graffiti			RRG47
WMXH	Music	Music	Rock And Roll Graffiti			RRG48
WMXH	Music	Music	Rock And Roll Graffiti			RRG49
WMXH	Music	Music	Rock And Roll Graffiti			RRG50
WMXH	Music	Music	Ronstadt	Linda	For Sentimental Reasons	
WMXH	Music	Music	Roselli	Jimmy	Come Into My Life	
WMXH	Music	Music	Ross	Diana	Blue	
WMXH	Music	Music	Rotella	Johnny	...The Best: The Songs Of Johnny Rotella	
WMXH	Music	Music	Rudolph	Steve, Trio	Christmas With....	
WMXH	Music	Music	Ryan	Joan	Joan Ryan	
WMXH	Music	Music	Samson		No Apologies	
WMXH	Music	Music	Shaffer	Charlie	Dreamer's Holiday	
WMXH	Music	Music	Shane	Mark	On Treasure Island	
WMXH	Music	Music	Shearing	George	Ballad Essentials	
WMXH	Music	Music	Shearing	George	Best Of...	
WMXH	Music	Music	Shearing	George	Black And White Satin	
WMXH	Music	Music	Shearing	George	Compact Jazz	
WMXH	Music	Music	Shearing	George	Reflections (1992-1998)	
WMXH	Music	Music	Shearing	George, & Robert Fa	How Beautiful Is The Night	
WMXH	Music	Music	Short	Bobby	How's Your Romance	
WMXH	Music	Music	Short	Bobby	You're The Top: Love Songs Of Cole Porter	
WMXH	Music	Music	Simon	Carly	My Romanace	
WMXH	Music	Music	Simon	Carly	Torch	
WMXH	Music	Music	Sinatra	Frank	Duets	
WMXH	Music	Music	Sinatra	Frank	Greatest Love Songs	
WMXH	Music	Music	Sinatra	Frank	Nice 'N' Easy	
WMXH	Music	Music	Sinatra	Frank	Point Of No Return	
WMXH	Music	Music	Sinatra	Frank	Ring-A-Ding-Ding!	
WMXH	Music	Music	Sinatra	Frank	Songs For Young Loves/Swing Easy (2 CD)	
WMXH	Music	Music	Sinatra	Frank	The Very Good Years	
WMXH	Music	Music	Sinatra	Frank	Trilogy: Past, Present & Future (Disc 1)	
WMXH	Music	Music	Slim Man		All I Want For Christmas	
WMXH	Music	Music	Smith	Bessie	Alexander's Ragtime Band	
WMXH	Music	Music	Snyder	Bob	An Evening At The Grand Volumes I & II	
WMXH	Music	Music	Snyder	Bob	Live In Cleveland	
WMXH	Music	Music	Snyder	Bob, & David B. Hoc	A Grand Christmas	
WMXH	Music	Music	Snyder	Bob, & The Grand H	Showtime At The Grand!	
WMXH	Music	Music	Society of Singers		Society of Singers Presents: All Star Performances, 18 Clas	
WMXH	Music	Music	Spitfire Band		Big Time	
WMXH	Music	Music	Stafford	Jo	Greatest Hits	
WMXH	Music	Music	Stahl	Mary	I'm Through With Love	
WMXH	Music	Music	Stahl	Mary	Mary Christmas	
WMXH	Music	Music	Storm Warning		Volume Two	
WMXH	Music	Music	Streisand	Barbara and Celine I	Tell Him	
WMXH	Music	Music	Streisand	Barbra	A Collection: Greatest Hits	
WMXH	Music	Music	Stritch	Billy	Jazz Live	
WMXH	Music	Music	Stritch	Billy	Waters Of March	
WMXH	Music	Music	Tennille	Toni, And The Matt	Things Are...	
WMXH	Music	Music	The D's 3		Sing! Sing! Sing!	
WMXH	Music	Music	The Golden Strings		Vol. 1	
WMXH	Music	Music	Thornale	Jerry	Presents His Original Songs	
WMXH	Music	Music	Thorpe	Bo	Swinging & Sentimental	
WMXH	Music	Music	Three Tenors		Christmas	
WMXH	Music	Music	TM		Hit Disc Pop	182
WMXH	Music	Music	TM		Hit Disc Pop	183
WMXH	Music	Music	TM		Hit Disc Pop	025X
WMXH	Music	Music	TM		Hit Disc Pop	077C
WMXH	Music	Music	TM		Hit Disc Pop	129H

**Attachment To Schedule 1.1(b)
WMXH/WRAA Audio Inventory**

Station	Library	Type	Company/Performer Last	Performer First	Title	Series #
WMXH	Music	Music	TM		Hit Disc Pop	973X
WMXH	Music	Music	TM		Hit Disc Pop	974X
WMXH	Music	Music	TM Century		Christmas '97	
WMXH	Music	Music	TM Century		Gold Disc Pop	101
WMXH	Music	Music	TM Century		Gold Disc Pop	102
WMXH	Music	Music	TM Century		Gold Disc Pop	103
WMXH	Music	Music	TM Century		Gold Disc Pop	104
WMXH	Music	Music	TM Century		Gold Disc Pop	105
WMXH	Music	Music	TM Century		Gold Disc Pop	106
WMXH	Music	Music	TM Century		Gold Disc Pop	107
WMXH	Music	Music	TM Century		Gold Disc Pop	108
WMXH	Music	Music	TM Century		Gold Disc Pop	109
WMXH	Music	Music	TM Century		Gold Disc Pop	110
WMXH	Music	Music	TM Century		Gold Disc Pop	111
WMXH	Music	Music	TM Century		Gold Disc Pop	112
WMXH	Music	Music	TM Century		Gold Disc Pop	113
WMXH	Music	Music	TM Century		Gold Disc Pop	114
WMXH	Music	Music	TM Century		Gold Disc Pop	115
WMXH	Music	Music	TM Century		Gold Disc Pop	116
WMXH	Music	Music	TM Century		Gold Disc Pop	117
WMXH	Music	Music	TM Century		Gold Disc Pop	118
WMXH	Music	Music	TM Century		Gold Disc Pop	119
WMXH	Music	Music	TM Century		Gold Disc Pop	120
WMXH	Music	Music	TM Century		Gold Disc Pop	121
WMXH	Music	Music	TM Century		Gold Disc Pop	122
WMXH	Music	Music	TM Century		Gold Disc Pop	123
WMXH	Music	Music	TM Century		Gold Disc Pop	124
WMXH	Music	Music	TM Century		Gold Disc Pop	134
WMXH	Music	Music	TM Century		Gold Disc Pop	135
WMXH	Music	Music	TM Century		Gold Disc Pop	147
WMXH	Music	Music	TM Century		Gold Disc Pop	150
WMXH	Music	Music	TM Century		Gold Disc Pop	151
WMXH	Music	Music	TM Century		Gold Disc Pop	152
WMXH	Music	Music	TM Century		Gold Disc Pop	154
WMXH	Music	Music	TM Century		Gold Disc Pop	155
WMXH	Music	Music	TM Century		Gold Disc Pop	156
WMXH	Music	Music	TM Century		Gold Disc Pop	160
WMXH	Music	Music	TM Century		Gold Disc Pop	163
WMXH	Music	Music	TM Century		Gold Disc Pop	165
WMXH	Music	Music	TM Century		Gold Disc Pop	167
WMXH	Music	Music	TM Century		Gold Disc Pop	169
WMXH	Music	Music	TM Century		Gold Disc Pop	171
WMXH	Music	Music	TM Century		Gold Disc Pop	173
WMXH	Music	Music	TM Century		Gold Disc Pop	175
WMXH	Music	Music	TM Century		Gold Disc Pop	176
WMXH	Music	Music	TM Century		Gold Disc Pop	177
WMXH	Music	Music	TM Century		Gold Disc Pop	179
WMXH	Music	Music	TM Century		Gold Disc Pop	181
WMXH	Music	Music	TM Century		Gold Disc Pop	183
WMXH	Music	Music	TM Century		Gold Disc Pop	185
WMXH	Music	Music	TM Century		Gold Disc Pop	187
WMXH	Music	Music	TM Century		Gold Disc Pop	189
WMXH	Music	Music	TM Century		Gold Disc Pop	201
WMXH	Music	Music	TM Century		Gold Disc Pop	202
WMXH	Music	Music	TM Century		Gold Disc Pop	204
WMXH	Music	Music	TM Century		Gold Disc Pop	206
WMXH	Music	Music	TM Century		Gold Disc Pop	207
WMXH	Music	Music	TM Century		Gold Disc Pop	208
WMXH	Music	Music	TM Century		Gold Disc Pop	209
WMXH	Music	Music	TM Century		Gold Disc Pop	210
WMXH	Music	Music	TM Century		Gold Disc Pop	211
WMXH	Music	Music	TM Century		Gold Disc Pop	212
WMXH	Music	Music	TM Century		Gold Disc Pop	213
WMXH	Music	Music	TM Century		Gold Disc Pop	214
WMXH	Music	Music	TM Century		Gold Disc Pop	215
WMXH	Music	Music	TM Century		Gold Disc Pop	216
WMXH	Music	Music	TM Century		Gold Disc Pop	217
WMXH	Music	Music	TM Century		Gold Disc Pop	218
WMXH	Music	Music	TM Century		Gold Disc Pop	219
WMXH	Music	Music	TM Century		Gold Disc Pop	220

**Attachment To Schedule 1.1(b)
WMXH/WRAA Audio Inventory**

Station	Library	Type	Company/Performer Last	Performer First	Title	Series #
WMXH	Music	Music	TM Century		Gold Disc Pop	221
WMXH	Music	Music	TM Century		Gold Disc Pop	223
WMXH	Music	Music	TM Century		Gold Disc Pop	226
WMXH	Music	Music	TM Century		Gold Disc Pop	227
WMXH	Music	Music	TM Century		Gold Disc Pop	228
WMXH	Music	Music	TM Century		Gold Disc Pop	229
WMXH	Music	Music	TM Century		Gold Disc Pop	230
WMXH	Music	Music	TM Century		Gold Disc Pop	231
WMXH	Music	Music	TM Century		Gold Disc Pop	233
WMXH	Music	Music	TM Century		Gold Disc Pop	234
WMXH	Music	Music	TM Century		Gold Disc Pop	235
WMXH	Music	Music	TM Century		Gold Disc Pop	236
WMXH	Music	Music	TM Century		Gold Disc Pop	237
WMXH	Music	Music	TM Century		Gold Disc Pop	238
WMXH	Music	Music	TM Century		Gold Disc Pop	239
WMXH	Music	Music	TM Century		Gold Disc Pop	240
WMXH	Music	Music	TM Century		Gold Disc Pop	241
WMXH	Music	Music	TM Century		Gold Disc Pop	242
WMXH	Music	Music	TM Century		Gold Disc Pop	301
WMXH	Music	Music	TM Century		Gold Disc Pop	302
WMXH	Music	Music	TM Century		Gold Disc Pop	303
WMXH	Music	Music	TM Century		Gold Disc Pop	304
WMXH	Music	Music	TM Century		Gold Disc Pop	305
WMXH	Music	Music	TM Century		Gold Disc Pop	306
WMXH	Music	Music	TM Century		Gold Disc Pop	307
WMXH	Music	Music	TM Century		Gold Disc Pop	308
WMXH	Music	Music	TM Century		Gold Disc Pop	309
WMXH	Music	Music	TM Century		Gold Disc Pop	310
WMXH	Music	Music	TM Century		Gold Disc Pop	418
WMXH	Music	Music	TM Century		Gold Disc Pop	434
WMXH	Music	Music	TM Century		Gold Disc Pop	437
WMXH	Music	Music	TM Century		Gold Disc Pop	902
WMXH	Music	Music	TM Century		Gold Disc Pop	945
WMXH	Music	Music	TM Century		Gold Disc Pop	946
WMXH	Music	Music	TM Century		Gold Disc Pop	947
WMXH	Music	Music	TM Century		Gold Disc Pop	948
WMXH	Music	Music	TM Century		Gold Disc Pop	949
WMXH	Music	Music	TM Century		Gold Disc Pop	950
WMXH	Music	Music	TM Century		Gold Disc Pop	951
WMXH	Music	Music	TM Century		Gold Disc Pop	952
WMXH	Music	Music	TM Century		Gold Disc Pop	953
WMXH	Music	Music	TM Century		Gold Disc Pop	954
WMXH	Music	Music	TM Century		Gold Disc Pop	955
WMXH	Music	Music	TM Century		Gold Disc Pop	956
WMXH	Music	Music	TM Century		Gold Disc Pop	957
WMXH	Music	Music	TM Century		Gold Disc Pop	958
WMXH	Music	Music	TM Century		Gold Disc Pop	959
WMXH	Music	Music	TM Century		Gold Disc Pop	960
WMXH	Music	Music	TM Century		Gold Disc Pop	961
WMXH	Music	Music	TM Century		Gold Disc Pop	962
WMXH	Music	Music	TM Century		Gold Disc Pop	963
WMXH	Music	Music	TM Century		Gold Disc Pop	964
WMXH	Music	Music	TM Century		Gold Disc Pop	965
WMXH	Music	Music	TM Century		Gold Disc Pop	966
WMXH	Music	Music	TM Century		Gold Disc Pop	967
WMXH	Music	Music	TM Century		Gold Disc Pop	968
WMXH	Music	Music	TM Century		Gold Disc Pop	969
WMXH	Music	Music	TM Century		Gold Disc Pop	970
WMXH	Music	Music	TM Century		Gold Disc Pop	971
WMXH	Music	Music	TM Century		Gold Disc Pop	972
WMXH	Music	Music	TM Century		Gold Disc Pop	973
WMXH	Music	Music	TM Century		Gold Disc Pop	974
WMXH	Music	Music	TM Century		Gold Disc Pop	975
WMXH	Music	Music	TM Century		Gold Disc Pop	976
WMXH	Music	Music	TM Century		Gold Disc Pop	977
WMXH	Music	Music	TM Century		Gold Disc Pop	978
WMXH	Music	Music	TM Century		Gold Disc Pop	979
WMXH	Music	Music	TM Century		Gold Disc Pop	980
WMXH	Music	Music	TM Century		Gold Disc Pop	981
WMXH	Music	Music	TM Century		Gold Disc Pop	982

Attachment To Schedule 1.1(b)
WMXH/WRAA Audio Inventory

Station	Library	Type	Company/Performer Last	Performer First	Title	Series #
WMXH	Music	Music	TM Century		Gold Disc Pop	983
WMXH	Music	Music	TM Century		Gold Disc Pop	984
WMXH	Music	Music	TM Century		Gold Disc Pop	985
WMXH	Music	Music	TM Century		Gold Disc Pop	986
WMXH	Music	Music	TM Century		Gold Disc Pop	987
WMXH	Music	Music	TM Century		Gold Disc Pop	988
WMXH	Music	Music	TM Century		Gold Disc Pop	989
WMXH	Music	Music	TM Century		Gold Disc Pop	990
WMXH	Music	Music	TM Century		Gold Disc Pop	991
WMXH	Music	Music	TM Century		Gold Disc Pop	992
WMXH	Music	Music	TM Century		Gold Disc Pop	993
WMXH	Music	Music	TM Century		Gold Disc Pop	994
WMXH	Music	Music	TM Century		Gold Disc Pop	995
WMXH	Music	Music	TM Century		Gold Disc Pop	996
WMXH	Music	Music	TM Century		Gold Disc Pop	997
WMXH	Music	Music	TM Century		Gold Disc Pop	998
WMXH	Music	Music	TM Century		Gold Disc Pop	999
WMXH	Music	Music	TM Century		Gold Disc Pop	9106
WMXH	Music	Music	TM Century		Gold Disc Pop	9107
WMXH	Music	Music	TM Century		Gold Disc Pop	9108
WMXH	Music	Music	TM Century		Gold Disc Pop	9109
WMXH	Music	Music	TM Century		Gold Disc Pop	9110
WMXH	Music	Music	TM Century		Gold Disc Pop	9111
WMXH	Music	Music	TM Century		Gold Disc Pop	9112
WMXH	Music	Music	TM Century		Gold Disc Pop	9201
WMXH	Music	Music	TM Century		Gold Disc Pop	9202
WMXH	Music	Music	TM Century		Gold Disc Pop	9203
WMXH	Music	Music	TM Century		Gold Disc Pop	9204
WMXH	Music	Music	TM Century		Gold Disc Pop	9205
WMXH	Music	Music	TM Century		Gold Disc Pop	9206
WMXH	Music	Music	TM Century		Gold Disc Pop	9207
WMXH	Music	Music	TM Century		Gold Disc Pop	9208
WMXH	Music	Music	TM Century		Gold Disc Pop	AX1
WMXH	Music	Music	TM Century		Gold Disc Pop	AX3
WMXH	Music	Music	TM Century		Gold Disc Pop	AX4
WMXH	Music	Music	TM Century		Gold Disc Pop	AX5
WMXH	Music	Music	TM Century		Gold Disc Pop	NOV
WMXH	Music	Music	TM Century		Gold Disc Pop	U01
WMXH	Music	Music	TM Century		Gold Disc Pop	U02
WMXH	Music	Music	TM Century		Gold Disc Pop	U03
WMXH	Music	Music	TM Century		Gold Disc Pop	U04
WMXH	Music	Music	TM Century		Gold Disc Pop	U05
WMXH	Music	Music	TM Century		Gold Disc Pop	U07
WMXH	Music	Music	TM Century		Gold Disc Pop	U08
WMXH	Music	Music	TM Century		Gold Disc Pop	U09
WMXH	Music	Music	TM Century		Gold Disc Pop	U10
WMXH	Music	Music	Troccoli	Kathy	A Sentimental Christmas	
WMXH	Music	Music	U.S. Coast Guard Band		The Coast Guard Remembers WWII	
WMXH	Music	Music	U.S. Navy Band		Remembering...The Navy Hour	
WMXH	Music	Music	Unknown		...ed Through It All	
WMXH	Music	Music	Unknown		And Why Not?	
WMXH	Music	Music	Unknown		Bona Fide	
WMXH	Music	Music	Unknown		Candlelight Memories Of...	
WMXH	Music	Music	Unknown		Jingle Bell Jazz	
WMXH	Music	Music	Unknown		Judy Sings Dylan: Just Like A Woman	
WMXH	Music	Music	Unknown		Let Me Entertain You	
WMXH	Music	Music	Unknown		Music..[Hon 0002 CD]	
WMXH	Music	Music	Unknown		My Hometown, Chicago!	
WMXH	Music	Music	Unknown		The 100th Anniversary Collection	
WMXH	Music	Music	Unknown		The Big Rock Candy Mountain	
WMXH	Music	Music	Unknown		The Classics	
WMXH	Music	Music	Unknown		This Christmas	
WMXH	Music	Music	USAF Airmen		Airmen Of Note	
WMXH	Music	Music	Various		16 Most Requested Songs Of The 1950s	Vol 1
WMXH	Music	Music	Various		25 Irish Favorites	
WMXH	Music	Music	Various		32 American Classics On 2 CDs	
WMXH	Music	Music	Various		40s Hits Volume 1	
WMXH	Music	Music	Various		A Cappella: Gershwin	
WMXH	Music	Music	Various		A Jerome Kern Songbook	
WMXH	Music	Music	Various		A Sheffield Christmas Collection	

Attachment To Schedule 1.1(b)
WMXH/WRAA Audio Inventory

Station	Library	Type	Company/Performer Last	Performer First	Title	Series #
WMXH	Music	Music	Various		All-Star Tenors Salute The World	
WMXH	Music	Music	Various		Best Of Dance Band Days Volume 1	
WMXH	Music	Music	Various		Best Of Dance Band Days Volume 2	
WMXH	Music	Music	Various		Besta Polka	
WMXH	Music	Music	Various		Big Band Classics	
WMXH	Music	Music	Various		Big Band Spectacular	
WMXH	Music	Music	Various		Christmas Comedy Classics	
WMXH	Music	Music	Various		Christmas Groove Volume 3	
WMXH	Music	Music	Various		Christmas With Sinatra And Friends	
WMXH	Music	Music	Various		Clearwater Current Singles Vol. 4	
WMXH	Music	Music	Various		Cole Porter Songbook	
WMXH	Music	Music	Various		Cole Porter: Highlights Sampler	
WMXH	Music	Music	Various		Collection	
WMXH	Music	Music	Various		Discovery House Music: Summer 1995	Compilation
WMXH	Music	Music	Various		Greatest Piano Hits	
WMXH	Music	Music	Various		GRP 10th Anniversary	
WMXH	Music	Music	Various		I Hear America Singing	
WMXH	Music	Music	Various		Instrumental Gold (Disc 2)	
WMXH	Music	Music	Various		Ireland In Music And Song	
WMXH	Music	Music	Various		It Must Have Been The Mistletoe	
WMXH	Music	Music	Various		Jazz Greats Volume 2	
WMXH	Music	Music	Various		Jump Swing Christmas	
WMXH	Music	Music	Various		Memories Are Made Of This	
WMXH	Music	Music	Various		Mendelssohn Greatest Hits	
WMXH	Music	Music	Various		Moments To Remember (2CD)	
WMXH	Music	Music	Various		Monthly Music Disc 9810	
WMXH	Music	Music	Various		Moonglow [CBS]	
WMXH	Music	Music	Various		Mostly Mercer	
WMXH	Music	Music	Various		My Favorites Vol 1: Fantastic Strings	
WMXH	Music	Music	Various		One More Time: Music Of The War Years, Vol. IV	
WMXH	Music	Music	Various		Planet Music Jazz Sampler Vol 2	
WMXH	Music	Music	Various		Planet Music Jazz/World Music Sampler Vol 4	
WMXH	Music	Music	Various		Radio Classics Of The '50s	
WMXH	Music	Music	Various		RadioDate Testimonials	CDA8
WMXH	Music	Music	Various		S Wonderful: The Gershwin Songbook	
WMXH	Music	Music	Various		Sentimental Journey Vol 1 [Classic]	
WMXH	Music	Music	Various		Sessions Music Presents Christmas Magic (3 CDs)	
WMXH	Music	Music	Various		Solid Gold Soul: Classic Soul	
WMXH	Music	Music	Various		Steel Band Music Of The Caribbean	
WMXH	Music	Music	Various		The Best Of The Swing Bands	
WMXH	Music	Music	Various		The Big Bands Moonglow	
WMXH	Music	Music	Various		The Big Big Big Big Bands'	
WMXH	Music	Music	Various		The Cole Porter Songbook	
WMXH	Music	Music	Various		The Essential Big Bands	
WMXH	Music	Music	Various		The Great American Artists, Vol. 1	
WMXH	Music	Music	Various		The Love Songs Of Andrew Lloyd Webber	
WMXH	Music	Music	Various		The Rodgers & Hammerstein Songbook	
WMXH	Music	Music	Various		The Sullivan Years: The Best Of Broadway Volume 2 (2 CD)	
WMXH	Music	Music	Various		The Uncollected Big Bands Volume 3	
WMXH	Music	Music	Various		Those Wonderful Years (2CD)	
WMXH	Music	Music	Various		Those Wonderful Years Sampler	
WMXH	Music	Music	Various		Tonight's The Night (Disc A)	
WMXH	Music	Music	Various		Tonight's The Night (Disc B)	
WMXH	Music	Music	Various		Traditional Jewish Melodies	
WMXH	Music	Music	Various		White Cliffs Of Dover (Disc 1)	
WMXH	Music	Music	Various		White Cliffs Of Dover (Disc 2)	
WMXH	Music	Music	Vaughn	Billy, And His Orche	...Play 22 Of His Greatest Hits	
WMXH	Music	Music	Vonda		Will You Love Jesus More?	
WMXH	Music	Music	Waldruff	Kimmon	Kimmon Waldruff	
WMXH	Music	Music	Waller	Fats	Fun With Fats	
WMXH	Music	Music	Walls	Byron	Calm Cool & Collected	
WMXH	Music	Music	Warwick	Dionne	...Sings Cole Porter	
WMXH	Music	Music	Warwick	Dionne	Anyone Who Had A Heart	
WMXH	Music	Music	Waters	Kim	The Best Of...	
WMXH	Music	Music	Welk	Lawrence	16 Most Requested Songs	
WMXH	Music	Music	Welk	Lawrence	Best of Lawrence Welk 18 Great Hits	
WMXH	Music	Music	Whiteman	Paul, & His Orchest	The Victor Masters Featuring Bing Crosby	
WMXH	Music	Music	Whiting	Margaret	Maggie's Back In Town	
WMXH	Music	Music	Whittaker	Roger	Awakening	
WMXH	Music	Music	Wilde	Justin	Hanukkah - Contemporary & Comic	

**Attachment To Schedule 1.1(b)
WMXH/WRAA Audio Inventory**

Station	Library	Type	Company/Performer Last	Performer First	Title	Series #
WMXH	Music	Music	Williams	Roger	The Best Of The Beautiful	
WMXH	Music	Music	Williams	Unknown	Romance Of The Guitar	
WMXH	Music	Music	Wilson Phillips		Release Me	
WMXH	Music	Music	Wintergarten	Richard	I Remember Christmas	
WMXH	Music	Music	Wonder	Stevie	Love Songs: 20 Classic Hits	
WMXH	Music	Music	Wopat	Tom	The Still Of The Night	
WMXH	Music	Music	Yankovic		America's Favorites	
WMXH	Music	Music	Ziegfeld Follies		...Recordings	
WMXH	Music	Music			Rarities On CD	Vol 04
WMXH	Music	Music			Rarities On CD	Vol 05
WMXH	Music	Music			Rarities On CD	Vol 06
WMXH	Music	Music			Rarities On CD	Vol 09
WMXH	Music	Music			Rarities On CD	Vol 15
WRAA	Music	Music	101 Strings		Country Greats	
WRAA	Music	Music	Akins [sic?]	Chet	Guitar For All Seasons	
WRAA	Music	Music	Alabama		American Pride	
WRAA	Music	Music	Alabama		Greatest Hits II	
WRAA	Music	Music	Anderson	John	Seminole Wind	
WRAA	Music	Music	Beerman	Vonda	A Touch of Country	
WRAA	Music	Music	Bell	Laura	Longing For A Place Already Gone	
WRAA	Music	Music	Belton	Maura	To Make A Move	
WRAA	Music	Music	Bluegrass Cardinals		What Have You Done For Him	
WRAA	Music	Music	Bob Jones University Music Groups		A Song I Love To Sing	
WRAA	Music	Music	Boltz	Ray	Moments For The Heart	
WRAA	Music	Music	Boone Creek		One Way Track	
WRAA	Music	Music	Boxcar Willie	Sings The Spirit Of America	
WRAA	Music	Music	Brake	Hank	Maybe I'd Best Leave Well Enough Alone	
WRAA	Music	Music	Brooks	Garth	Good Ride Cowboy	
WRAA	Music	Music	Brooks	Garth	No Fences	
WRAA	Music	Music	Brooks	Garth	Ropin' The Wind	
WRAA	Music	Music	Campbell	Glen	Love Songs	
WRAA	Music	Music	Carrington	Rodney	Nut Sack	
WRAA	Music	Music	Cash	June Carter	The Making Of Wildwood Flower Radio	Special
WRAA	Music	Music	Cash	June Carter	Wildwood Flower	
WRAA	Music	Music	Charles	Ray	The Spirit Of Christmas	
WRAA	Music	Music	Chase	Gary	Wherever She Flies	
WRAA	Music	Music	Chesnut	Jerry	Classic Hits	
WRAA	Music	Music	Chipmunks		Chipmunks In Low Places	
WRAA	Music	Music	Chipmunks		Urban Chipmunk	
WRAA	Music	Music	Clark	George, & Dixie Flye	Back Home	
WRAA	Music	Music	Cline	Patsy	12 Greatest Hits	
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	2
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	3
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	5
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	7
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	8
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	10
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	12
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	13
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	14
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	15
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX001
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX002
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX003
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX004
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX005
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX006A
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX006B
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX007
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX008
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX009
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX010A
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX010B
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX0110
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX011A
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX011B
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX012A
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX012B
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX013
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX014A

**Attachment To Schedule 1.1(b)
WMXH/WRAA Audio Inventory**

Station	Library	Type	Company/Performer Last	Performer First	Title	Series #
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX535
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX537
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX538
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX539
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX540
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX541
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX542
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX543
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX544
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX545
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX546
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDX547
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS0001
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS0002
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS0003
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS0004
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS0005
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS0006
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS0007
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS0008
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS0009
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS1010
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS1011
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS1012
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS1014
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS1015
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS1016
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS1018A
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS1018B
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS1019A
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS1019B
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS1020
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS1021
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS1024
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS1025
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS1026
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS1027
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS1028
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS1029
WRAA	Music	Music	Compact Disc Express		Compact Disc Express	CDXMAS2011
WRAA	Music	Music	Compact Disc Express		Compact Disc Express Showcase	1
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 01
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 02
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 03
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 04
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 05
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 06
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 07
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 08
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 09
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 10
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 11
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 12
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 13
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 14
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 15
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 16
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 17
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 18
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 19
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 20
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 21
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 22
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 23
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 24
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 25
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 26
WRAA	Music	Music	Country Graffiti		Country Hits	Vol I, Disc 27
WRAA	Music	Music	Country Graffiti		Country Hits	Vol II
WRAA	Music	Music	Country Poor Bluegrass Band		Old Strings	

**Attachment To Schedule 1.1(b)
WMXH/WRAA Audio Inventory**

Station	Library	Type	Company/Performer Last	Performer First	Title	Series #
WRAA	Music	Music	Cramer	Floyd	Country Classics (2 CDs)	
WRAA	Music	Music	Cross Creek		In The Middle	
WRAA	Music	Music	Daniels	Charlie	By The Light Of The Moon	
WRAA	Music	Music	Denver	John	Greatest Hits	
WRAA	Music	Music	Diamond Rio		Diamond Rio	
WRAA	Music	Music	Faith Harmony Boys		Extreme Faith	
WRAA	Music	Music	Flatt	Lester, Earl Scruggs,	The Complete Mercury Sessions (2 copies)	
WRAA	Music	Music	Gaither Vocal Band		Give It Away	
WRAA	Music	Music	Gatlin Brothers		Moments To Remember	
WRAA	Music	Music	Haggard	Merle	The Capitol Collector's Series	
WRAA	Music	Music	Haynes	Bruce	Heavenly High	
WRAA	Music	Music	Highway 101		Greatest Hits	
WRAA	Music	Music	Hooten	David B., & Bob Sny	Dixieland Praise!	
WRAA	Music	Music	Hunter Family And Friends		All Our Best Bluegrass...To You!	
WRAA	Music	Music	Jackson	Alan	A Lot About Livin' (And A Little 'Bout Love)	
WRAA	Music	Music	Jackson	Alan	Don't Rock The Jukebox	
WRAA	Music	Music	Jackson	Alan	Here In The Real World	
WRAA	Music	Music	Jackson	Alan	Who I Am	
WRAA	Music	Music	Jones	George	And Along Came Jones	
WRAA	Music	Music	Jones	George	The Bradley Barn Sessions	
WRAA	Music	Music	Kentucky Headhunters		Stompin' Grounds	
WRAA	Music	Music	Kershaw	Sammy	Don't Go Near The Water	
WRAA	Music	Music	Kershaw	Sammy	Feelin' Good Train	
WRAA	Music	Music	Kershaw	Sammy	Haunted Heart	
WRAA	Music	Music	Lawrence	Tracy	Sticks And Stones	
WRAA	Music	Music	Linda Smith		Renewed	
WRAA	Music	Music	Little Texas		Big Time	
WRAA	Music	Music	Loveless	Patti	Greatest Hits	
WRAA	Music	Music	Loveless	Patti	Honky Tonk Angel	
WRAA	Music	Music	Mancini	Monica	I've Loved These Days	
WRAA	Music	Music	Marcum	Keith	Shine On	
WRAA	Music	Music	Marcum	Keith	Where Angels Fly	
WRAA	Music	Music	McDaniel	Mel, & Oklahoma W	Reloaded	
WRAA	Music	Music	McEntire	Reba	Greatest Hits [MCA]	
WRAA	Music	Music	McEntire	Reba	Rumor Has It	
WRAA	Music	Music	McGraw	Tim	The Radio Special (2 copies)	
WRAA	Music	Music	Monroe	Bill	Country Music Hall of Fame Series	
WRAA	Music	Music	Morgan	Lorrie	Something In Red	
WRAA	Music	Music	Mormon Tabernacle Choir		God Bless America	
WRAA	Music	Music	Murray	Anne	Country Croonin'	
WRAA	Music	Music	Nashville Jail		Classic Country Gentlemen	
WRAA	Music	Music	Nelson	Willie	All Time Greatest Hits, Vol. 1	
WRAA	Music	Music	Nelson	Willie	Stardust	
WRAA	Music	Music	Newman	Tessa Rae	Momma Always Makes It Better	
WRAA	Music	Music	Oak Ridge Boys		Greatest Hits	
WRAA	Music	Music	Original Movie Soundtrack		O Brother, Where Art Thou? (2 copies)	
WRAA	Music	Music	Osborne Brothers		Bluegrass Collection	
WRAA	Music	Music	Osborne Brothers		Rocky Top To Muddy Bottom	
WRAA	Music	Music	Osborne Brothers And Mac Wiseman		Osborne Brothers And Mac Wiseman	
WRAA	Music	Music	Oversreet	Paul	Best Of	
WRAA	Music	Music	Owens	Buck	Buck Owens Collection (1959-1990), Disc 1	
WRAA	Music	Music	Owens	Buck	Buck Owens Collection (1959-1990), Disc 2	
WRAA	Music	Music	Owens	Buck	Buck Owens Collection (1959-1990), Disc 3	
WRAA	Music	Music	Owens	Shane	Bottom Of The Fifth	
WRAA	Music	Music	Perkins	Ricky	A New Direction	
WRAA	Music	Music	Prado	Eddie	It Ain't Easy Being Free	
WRAA	Music	Music	Presley	Elvis	Moody Blue	
WRAA	Music	Music	Price	Ray	Prisoner Of Love	
WRAA	Music	Music	Randolph	Boots	Boots	
WRAA	Music	Music	Reeves	Jim	Pure Gold, Volume One	
WRAA	Music	Music	Rich	Charlie	Behind Closed Doors	
WRAA	Music	Music	Rogers	Judy & Trena	You Show Me Love	
WRAA	Music	Music	Run C&W		Into The Twangy-First Century	
WRAA	Music	Music	Savannah		Have A Little Faith	
WRAA	Music	Music	Statler Brothers		Home	
WRAA	Music	Music	Statler Brothers		The Statlers Greatest Hits	
WRAA	Music	Music	Stone	Doug	Doug Stone	
WRAA	Music	Music	Strait	George	Greatest Hits Volume Two	
WRAA	Music	Music	Tillis	Pam	Put Yourself In My Place	
WRAA	Music	Music	Tippin	Aaron	Call Of The Wild	

**Attachment To Schedule 1.1(b)
WMXH/WRAA Audio Inventory**

Station	Library	Type	Company/Performer Last	Performer First	Title	Series #
WRAA	Music	Music	Tippin	Aaron	Read Between The Lines	
WRAA	Music	Music	TM		Hit Disc Country	172C
WRAA	Music	Music	TM		Hit Disc Country	173C
WRAA	Music	Music	TM		Hit Disc Country	174C
WRAA	Music	Music	TM		Hit Disc Country	175C
WRAA	Music	Music	TM		Hit Disc Country	176C
WRAA	Music	Music	TM		Hit Disc Country	177C
WRAA	Music	Music	TM		Hit Disc Country	178C
WRAA	Music	Music	TM		Hit Disc Country	179C
WRAA	Music	Music	TM		Hit Disc Country	180C
WRAA	Music	Music	TM		Hit Disc Country	183C
WRAA	Music	Music	TM		Hit Disc Country	184C
WRAA	Music	Music	TM		Hit Disc Country	185C
WRAA	Music	Music	TM		Hit Disc Country	186C
WRAA	Music	Music	TM		Hit Disc Country	187C
WRAA	Music	Music	TM		Hit Disc Country	188C
WRAA	Music	Music	TM		Hit Disc Country	189C
WRAA	Music	Music	TM		Hit Disc Country	190C
WRAA	Music	Music	TM		Hit Disc Country	191C
WRAA	Music	Music	TM		Hit Disc Country	192C
WRAA	Music	Music	TM		Hit Disc Country	193C
WRAA	Music	Music	TM		Hit Disc Country	194C
WRAA	Music	Music	TM		Hit Disc Country	195C
WRAA	Music	Music	TM		Hit Disc Country	196C
WRAA	Music	Music	TM		Hit Disc Country	197C
WRAA	Music	Music	TM		Hit Disc Country	198C
WRAA	Music	Music	TM		Hit Disc Country	199C
WRAA	Music	Music	TM		Hit Disc Country	200C
WRAA	Music	Music	TM		Hit Disc Country	201C
WRAA	Music	Music	TM		Hit Disc Country	202C
WRAA	Music	Music	TM		Hit Disc Country	203C
WRAA	Music	Music	TM		Hit Disc Country	204C
WRAA	Music	Music	TM		Hit Disc Country	205C
WRAA	Music	Music	TM		Hit Disc Country	206C
WRAA	Music	Music	TM		Hit Disc Country	207C
WRAA	Music	Music	TM		Hit Disc Country	208C
WRAA	Music	Music	TM		Hit Disc Country	209C
WRAA	Music	Music	TM		Hit Disc Country	210C
WRAA	Music	Music	TM		Hit Disc Country	211C
WRAA	Music	Music	TM		Hit Disc Country	212C
WRAA	Music	Music	TM		Hit Disc Country	213C
WRAA	Music	Music	TM		Hit Disc Country	214C
WRAA	Music	Music	TM		Hit Disc Country	215C
WRAA	Music	Music	TM		Hit Disc Country	216C
WRAA	Music	Music	TM		Hit Disc Country	217C
WRAA	Music	Music	TM		Hit Disc Country	218C
WRAA	Music	Music	TM		Hit Disc Country	219C
WRAA	Music	Music	TM		Hit Disc Country	220C
WRAA	Music	Music	TM		Hit Disc Country	221C
WRAA	Music	Music	TM		Hit Disc Country	222C
WRAA	Music	Music	TM		Hit Disc Country	223C
WRAA	Music	Music	TM		Hit Disc Country	224C
WRAA	Music	Music	TM		Hit Disc Country	225C
WRAA	Music	Music	TM		Hit Disc Country	226C
WRAA	Music	Music	TM		Hit Disc Country	227C
WRAA	Music	Music	TM		Hit Disc Country	228C
WRAA	Music	Music	TM		Hit Disc Country	229C
WRAA	Music	Music	TM		Hit Disc Country	230C
WRAA	Music	Music	TM		Hit Disc Country	231C
WRAA	Music	Music	TM		Hit Disc Country	232C
WRAA	Music	Music	TM		Hit Disc Country	235C
WRAA	Music	Music	TM		Hit Disc Country	236C
WRAA	Music	Music	TM		Hit Disc Country	237C
WRAA	Music	Music	TM		Hit Disc Country	238C
WRAA	Music	Music	TM		Hit Disc Country	239C
WRAA	Music	Music	TM		Hit Disc Country	240C
WRAA	Music	Music	TM		Hit Disc Country	241C
WRAA	Music	Music	TM		Hit Disc Country	242C
WRAA	Music	Music	TM		Hit Disc Country	243C
WRAA	Music	Music	TM		Hit Disc Country	244C

Attachment To Schedule 1.1(b)
WMXH/WRAA Audio Inventory

Station	Library	Type	Company/Performer Last	Performer First	Title	Series #
WRAA	Music	Music	TM		Hit Disc Country	245C
WRAA	Music	Music	TM		Hit Disc Country	246C
WRAA	Music	Music	TM		Hit Disc Country	247C
WRAA	Music	Music	TM		Hit Disc Country	248C
WRAA	Music	Music	TM		Hit Disc Country	249C
WRAA	Music	Music	TM		Hit Disc Country	250C
WRAA	Music	Music	TM		Hit Disc Country	251C
WRAA	Music	Music	TM		Hit Disc Country	252C
WRAA	Music	Music	TM		Hit Disc Country	253C
WRAA	Music	Music	TM		Hit Disc Country	254C
WRAA	Music	Music	TM		Hit Disc Country	255C
WRAA	Music	Music	TM		Hit Disc Country	256C
WRAA	Music	Music	TM		Hit Disc Country	257C
WRAA	Music	Music	TM		Hit Disc Country	258C
WRAA	Music	Music	TM		Hit Disc Country	259C
WRAA	Music	Music	TM		Hit Disc Country	260C
WRAA	Music	Music	TM		Hit Disc Country	261C
WRAA	Music	Music	TM		Hit Disc Country	262C
WRAA	Music	Music	TM		Hit Disc Country	263C
WRAA	Music	Music	TM		Hit Disc Country	264C
WRAA	Music	Music	TM		Hit Disc Country	265C
WRAA	Music	Music	TM		Hit Disc Country	266C
WRAA	Music	Music	TM		Hit Disc Country	267C
WRAA	Music	Music	TM		Hit Disc Country	268C
WRAA	Music	Music	TM		Hit Disc Country	269C
WRAA	Music	Music	TM		Hit Disc Country	270C
WRAA	Music	Music	TM		Hit Disc Country	271C
WRAA	Music	Music	TM		Hit Disc Country	272C
WRAA	Music	Music	Travis	Randy	Always & Forever	
WRAA	Music	Music	Travis	Randy	Greatest Hits Volume One	
WRAA	Music	Music	Travis	Randy	Greatest Hits Volume Two	
WRAA	Music	Music	Tritt	Travis	Country Club	
WRAA	Music	Music	Tritt	Travis	Greatest Hits From The Beginning	
WRAA	Music	Music	Tucker	Tanya	Greatest Hits 1990-1992	
WRAA	Music	Music	Twain	Shania	The Woman In Me	
WRAA	Music	Music	Twitty	Conway	Silver Anniversary Collection	
WRAA	Music	Music	Twitty	Conway, & Loretta L	Making Believe	
WRAA	Music	Music	Unknown		It's Not Fair	
WRAA	Music	Music	Unknown		Still Believing In Christmas	
WRAA	Music	Music	Urban	Keith	Be Here	
WRAA	Music	Music	Various		12 Country Rock & Love Songs Of The 50s & 60s	
WRAA	Music	Music	Various		16 Top Country Hits Volume I [MCA]	
WRAA	Music	Music	Various		16 Top Country Hits Volume II [MCA]	
WRAA	Music	Music	Various		19 Hot Country Requests Volume II	
WRAA	Music	Music	Various		19 Hot Country Requests Volume III	
WRAA	Music	Music	Various		40 Greatest Women Of Country Music: Sound Byte CD [C	
WRAA	Music	Music	Various		American Milestones: Series Sampler	
WRAA	Music	Music	Various		Appalachian Stomp: Bluegrass Classics [Rhino]	
WRAA	Music	Music	Various		Appalachian Stomp: More Bluegrass Classics [Rhino]	
WRAA	Music	Music	Various		Best Of Bluegrass [K-Tel]	
WRAA	Music	Music	Various		Best of Bluegrass, Volume 1: Standards	
WRAA	Music	Music	Various		Capitol Nashville Christmas Sampler	
WRAA	Music	Music	Various		Classic Bluegrass From Smithsonian Folkways	
WRAA	Music	Music	Various		Cooke Records & Southern Thunder Recording	
WRAA	Music	Music	Various		Country Classics (2 CDs) [DVC]	
WRAA	Music	Music	Various		Country Classics Vol. 1	
WRAA	Music	Music	Various		Country Nights (Disc 1)	
WRAA	Music	Music	Various		eMusic Presents NFL Country	
WRAA	Music	Music	Various		Farmers Boogie	
WRAA	Music	Music	Various		Fifty Years Of Country Music From Mercury 1945-1995 Di	
WRAA	Music	Music	Various		Fifty Years Of Country Music From Mercury 1945-1995 Di	
WRAA	Music	Music	Various		Foggy Mountain Breakdown	
WRAA	Music	Music	Various		Great Folksingers Of The Sixties	
WRAA	Music	Music	Various		Greatest Hits Of Hickory Records, Volume II	
WRAA	Music	Music	Various		Greatest Stars Of Bluegrass Music	
WRAA	Music	Music	Various		Hand-Picked: 25 Years Of Rounder Bluegrass	
WRAA	Music	Music	Various		High Lonesome	
WRAA	Music	Music	Various		Hillbilly Music...Thank God! Volume 1	
WRAA	Music	Music	Various		Hymns Triumphant (Volumes I and II)	
WRAA	Music	Music	Various		Jukebox Saturday Night	

**Attachment To Schedule 1.1(b)
WMXH/WRAA Audio Inventory**

Station	Library	Type	Company/Performer Last	Performer First	Title	Series #
WRAA	Music	Music	Various		Legends Of Bluegrass	
WRAA	Music	Music	Various		Mercury Nashville Gold: Catalog Sampler Volume III	
WRAA	Music	Music	Various		Mountain Music Bluegrass Style	
WRAA	Music	Music	Various		Rider Records, Volume 9	
WRAA	Music	Music	Various		That's Bluegrass!	
WRAA	Music	Music	Various		The New Traditions Sings The Old Tradition	
WRAA	Music	Music	Various		The Original Dueling Banjos	
WRAA	Music	Music	Various		This Is Your Country: Today's Greatest Hits And Stars	
WRAA	Music	Music	Various		World's Greatest Bluegrass Bands	
WRAA	Music	Music	Vinton	Bobby	Best Of	
WRAA	Music	Music	Weavers		Greatest Hits	
WRAA	Music	Music	Williams	Hank	Greatest Hits III	
WRAA	Music	Music	Williams, Jr.	Hank	14 Greatest Hits	
WRAA	Music	Music	Williams, Jr.	Hank	Out Of Left Field	
WRAA	Music	Music	Williams, Jr.	Hank	Pure Hank	
WRAA	Music	Music	Wiseman	Mac	Grassroots To Bluegrass	
WRAA	Music	Music	Wynette	Tammy	Anniversary: 20 Years Of Hits	
WRAA	Music	Music	Yearwood	Trisha	Hearts In Armor	
WRAA	Music	Music	Yearwood	Trisha	Trisha Yearwood	

**Schedule 1.1(c)
Real Property Leases**

The following leases are to be assigned by Seller to Buyer and assumed by Buyer:

1. [Tenant] FM Tower Lease: Big Mountain FM Tower Site Ground Lease between U.S. Department of Agriculture and Easy Radio, Inc. accepted January 3, 2011 (expiration date 12/31/2030).
2. [Landlord] Rural Broadband Network Services LLC Lease dated May 15, 2013.
3. [Landlord] WMXH Tower Space Lease – Afton Communications Corporation Paging, Inc. dated September 1, 2011.
4. [Tenant] AM Tower Lease. Antenna Tower Site Lease for 1057 U.S. Highway 211, Luray, Virginia, between SBA Towers IV, LLC, and Easy Radio, Inc. dated March 30, 2012.

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**Schedule 1.1(d)
Assumed Contracts**

WRAA Fox News Radio 1-Minute Affiliation Agreement dated May 1, 2007

WMXH Fox News Radio 1-Minute Affiliation Agreement dated May 1, 2007

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**Schedule 1.1(e)
Intangible Property**

WMXH-FM Call Letters

WRAA(AM) Call Letters

Station tradenames - e.g., "Classic Country 1330" and "Stardust 105.7"

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**Schedule 1.2(f)
Excluded Personal Property**

Except as provided in Schedule 1.1(b), title to all motorized vehicles including Chevrolet 2500 diesel truck, Toyota pickup truck, tractors, loaders, lawn tractors and equipment, covered small trailer, and all other equipment or vehicles with a title from the Virginia Department of Motor Vehicles.

Title to the STL pole at 130 University Blvd, Harrisonburg, Virginia.

**Schedule 3.10
Required Consents**

All written consents required in furtherance of the assignment and assumption of Assumed Contracts and Real Property Leases, including, but not limited to, written consent of the parties to the AM Tower Lease and the FM Tower Lease.