



Callsign Results: Mass Media Database

Callsign: K237BI

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Callsign: **K237BI** Service: **FX** Facility ID: **44009**
Party Name: **SALISBURY BROADCASTING COLORADO, LLC**
Party Company:
Party Address: **300 EAST LOMBARD**

City, ST, Zip: **BALTIMORE, MD 21202**

Community of License State: **CO** Community of License City: **BRECKENRID**

Facility Address: **225 NORTH MILL STREET**

City, ST, Zip: **ASPEN, CO 81611**

Facility Country: **US**

Channel: **237**

Frequency: **95.3**

Status: **LICEN**

Status Date:

Facility Type: **FT**

Station Type: **M**

License Expiration Date: **4/1/2005**



United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST TRANSLATOR/BOOSTER
STATION LICENSE

Authorizing Official:

Official Mailing Address:

SALISBURY BROADCASTING COLORADO, LLC
300 EAST LOMBARD
BALTIMORE MD 21202

for Ann Hardy
Penelope A. Dade
Supervisory Analyst
Audio Services Division
Mass Media Bureau

Facility Id: 44014

Call Sign: K237BH

License File Number: BLFT-20010627ABT

Grant Date: **AUG 14 2001**

This license expires 3:00 a.m.
local time, April 01, 2005.

This License Covers Permit No.: BPFT-20010320AAV

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 605 of the Communications Act of 1934.

Callsign: K237BH

License No.: BLFT-20010627AST

Name of Licensee: SALISBURY BROADCASTING COLORADO, LLC

Principal community to be served: CO-ASPEN

Primary Station: KTUN (FM) , Channel 268, EAGLE, CO

Via: Direct - off-air

Frequency (MHz): 95.3

Channel: 237

Hours of Operation: Unlimited

Antenna Coordinates: North Latitude: 39 deg 09 min 08 sec

West Longitude: 106 deg 49 min 12 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission's Ru

Transmitter output power: 0.01 kw

Antenna type: (directional or non-directional): Directional
Description: SCA HDCA-5

Major lobe directions 60
(degrees true):

	Horizontally	Vertically
	Polarized	Polarized
	Antenna:	Antenna:

Effective radiated power in the Horizontal Plane (kw): 0.05 0.05

Height of radiation center above ground (Meters): 8 8

Height of radiation center above mean sea level (Meters): 3419 3419

Antenna structure registration number: Not Required

Overall height of antenna structure above ground: 9.2 Meters

Obstruction marking and lighting specifications for antenna structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

None Required

Callsign: K237BH

License No.: BLFT-20010627AET

Special operating conditions or restrictions:

- 1 The permittee/licensee must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

*** END OF AUTHORIZATION ***



United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST TRANSLATOR/BOOSTER
STATION LICENSE

Authorizing Official:

Official Mailing Address:

SALISBURY BROADCASTING COLORADO, L.L.C.
300 EAST LOMBARD
BALTIMORE MD 21202

Ann Hardy
for Penelope A. Dade

Supervisory Analyst
Audio Services Division
Mass Media Bureau

Facility Id: 86855

Call Sign: K248AP

License File Number: BLFT-20010713ABO

Grant Date: **AUG 28 2001**

This license expires 3:00 a.m.
local time, April 01, 2005.

This License Covers Permit No.: BMPFT-20000515AAG

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Callsign: K248AP

License No.: BLFT-20010713ABO

Name of Licensee: SALISBURY BROADCASTING COLORADO, L.L.C.

Principal community to be served: CO-SILVERTHORNE

Primary Station: KTUN (FM) , Channel 268, EAGLE, CO

Via: Direct - off-air

Frequency (MHz): 97.5

Channel: 248

Hours of Operation: Unlimited

Antenna Coordinates: North Latitude: 39 deg 36 min 50 sec

West Longitude: 106 deg 04 min 02 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission's Ru

Transmitter output power: 0.12 kW

Antenna type: (directional or non-directional): Non-Directional
Description: SCA FMO-2

Major lobe directions (degrees true): Not Applicable

	Horizontally	Vertically
	Polarized	Polarized
	Antenna:	Antenna:

Effective radiated power in the Horizontal Plane (kw): 0.105

Height of radiation center above ground (Meters): 12

Height of radiation center above mean sea level (Meters): 2861

Antenna structure registration number: Not Required

Overall height of antenna structure above ground: 17 Meters

Obstruction marking and lighting specifications for antenna structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

None Required

Callsign: K248AP

License No.: BLFT-20010713ABO

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

*** END OF AUTHORIZATION ***

Schedule 1.1(b)
Tangible Personal Property

May 14, 2003
12:35 PM

Page 1

SALISBURY BROADCASTING-COLORADO
FILE LISTING REPORT

SYS No	Ext	A Co	Asset No	Desc	Location	Cl	G/L	Asset Acct	In-Svc	P	Dep	Department	Vendor/Mfg	Disposal	Acquired
			C					No	Date	T	Meth			Date	Value

Book: Internal FY: December

000001	000	A	1	COMPUTER-TRAFFIC	KTUN	P		2110	11/23/98	P	SLMM	EAGLE TEK				
000005	000	A	5	FURNITURE & FIXTURES-ORIGINAL PURCHASE-KTUN	KTUN	F		2110	01/22/99	P	SLMM	MOSS ENTER				
000077	000	A	77	TOSHIBA TELEPHONE SYSTEM-AVON	KTUN	F		2110	08/13/99	P	SLMM	TOSHIBA/WR				
000129	000	A	129	HARD DRIVE 52.HOUR	KTUN	P		2110	10/17/00	P	SLMM	BROADCAST				
000131	000	A	131	SONY LAPTOP W/DELUX KEYBOARD	KTUN	P		2110	10/23/00	P	SLMM	GLOBAL COM				
000148	000	A	148	COMPUTER FOR KTUN TRAFFIC	KTUN	P		2110	06/06/02	P	SLMM	GLOBAL POW				
000149	000	A	149	SCOTT MK3-C RACK MOUNT COMPUTER	KTUN	P		2110	10/21/02	P	SLMM	SCOTT STUD				
G/L Expense Acct No: 2110						Count=		7								
000009	000	A	9	MOSELEY TR11 TRANSMITTER & EQUIP-ORIG EQUIP-LOWER CASTLE PK-KTUN	KTUN	B		2130	01/22/99	P	SLMM	MOSS ENTER				
000023	000	A	23	MOSELEY PCL5000 STL TRANSMITTER-VAIL-KTUN	KTUN	B		2130	01/22/99	P	SLMM	MOSS ENTER				
000024	000	A	24	TFT EAS 911 W/TFT 940 AUDIO SWITCHER-VAIL-KTUN	KTUN	B		2130	01/22/99	P	SLMM	MOSS ENTER				
000025	000	A	25	ARRAKIS ELE+DL4 AUTOMATION SYSTEM-VAIL-KTUN	KTUN	B		2130	01/22/99	P	SLMM	MOSS ENTER				
000026	000	A	26	RAMISA WR133B CHANNEL MIXING BOARD-VAIL-KTUN	KTUN	B		2130	01/22/99	P	SLMM	MOSS ENTER				
000027	000	A	27	ARRAKIS DL3 PRODUCTION UNIT-VAIL-KTUN	KTUN	B		2130	01/22/99	P	SLMM	MOSS ENTER				
000028	000	A	28	HARRIS MEDALIST 10 CHANNEL AUDIO CONSOLE-VAIL-KTUN	KTUN	B		2130	01/22/99	P	SLMM	MOSS ENTER				
000029	000	A	29	3.6 M SATELLITE DISH-VAIL-KTUN	KTUN	B		2130	01/22/99	P	SLMM	MOSS ENTER				
000030	000	A	30	3M SATELLITE DISH-VAIL-KTUN	KTUN	B		2130	01/22/99	P	SLMM	MOSS ENTER				
000041	000	A	41	TTC XL10FM TRANSLATOR/SCALA ANTENNAS-BALDY MTN-BRCKNRDGE-KTUN	KTUN	B		2130	01/22/99	P	SLMM	MOSS ENTER				
000042	000	A	42	TTC XL10FM TRANSLATOR/SCALA ANTENNAS-E.BEACON-KTUN	KTUN	B		2130	01/22/99	P	SLMM	MOSS ENTER				
000043	000	A	43	TTC XL10FM TRANSLATOR/SCALA ANTENNAS-DOWD JNCTN-KTUN	KTUN	B		2130	01/22/99	P	SLMM	MOSS ENTER				
000044	000	A	44	MOSELEY TRANSMITTERS/RECEIVERS-DOWD JNCTN-KTUN	KTUN	B		2130	01/22/99	P	SLMM	MOSS ENTER				
000047	000	A	47	MISC. BROADCAST EQUIPMENT-VAIL-KTUN	KTUN	B		2130	01/22/99	P	SLMM	MOSS ENTER				
000060	000	A	60	3.7M SATELLITE DISH-AVON-KTUN	KTUN	B		2130	04/27/99	P	SLMM	PRODELIN C				
000073	000	A	73	950 MHZ STL TRANSMITTER-KTUN	KTUN	B		2130	06/08/99	P	SLMM	KPBS				

May 14, 2003
12:35 PM

Page 2

SALISBURY BROADCASTING-COLORADO
FILE LISTING REPORT

SYS No	Ext A	Co	Asset No	Desc	Location	Cl	G/L	Asset Acct No	In-Svc Date	P	Dep Meth	Department	Vendor/Mfg	Disposal Date	Acquired Value
000084	000	A	84	SYNTHETRIX 20W/CML STEREO AMPS	KTUN	B	2130		09/02/99	P	SLAM		HARRIS		
000085	000	A	85	TASCAM RM STUDIO CASSETTE DECK	KTUN	B	2130		09/02/99	P	SLAM		HARRIS		
000093	000	A	93	HACKIE EXPANDER CONSOLE	KTUN	P	2130		02/08/00	P	SLAM		HARRIS/MAC		
000118	000	A	118	FOSCR300 FOSTEX CD MASTERING UNIT	KTUN	P	2130		07/21/00	P	SLAM		HARRIS COR		
000137	000	A	137	ONE COMPLETE BAY LEVEL RADOME ASS'Y	KTUN	P	2130		11/02/00	P	SLAM		ELECTRONIC		
000138	000	A	138	24 BIT DIGITAL RECORDING SYSTEM	KTUN	P	2130		11/28/00	P	SLAM		BROADCAST		
000140	000	A	140	IBM-MARLIN 18.2GB INTERNAL DRIVE COMPUTER	KTUN	P	2130		12/21/00	P	SLAM		IBM-MARLIN		
000142	000	A	142	DENON DN-C630 CD PLAYER	KTUN	P	2130		02/12/01	P	SLAM		HARRIS COR		
000147	000	A	147	SCOTT SS FLEX DIGITAL AUDIO SYSTEM	KTUN	P	2130		04/03/02	P	SLAM		SCOTT STCD		
G/L Expense Acct No: 2130						Count=	25								
000062	000	A	62	LEASEHOLD IMPROVEMENTS-AVON-KTUN	KTUN	R	2140		07/01/99	R	SLAM		VARIOUS VE		
000099	000	A	99	LEASEHOLD IMPROVEMENTS	KTUN	R	2140		02/25/00	R	SLAM		HEURING CO		
000100	000	A	100	AIR CONDITIONING UNIT AND EXHAUST FANS	KTUN	R	2140		03/02/00	R	SLAM		WESTINGHO		
G/L Expense Acct No: 2140						Count=	3								
000050	000	A	50	LICENSE-KTUN	KTUN	I	2610		01/22/99	Z	NoDep		MOSS ENTER		
G/L Expense Acct No: 2610						Count=	1								
000065	000	A	65	GOODWILL-ORIGINAL PURCHASE-KTUN	KTUN	I	2620		01/22/99	Z	NoDep		MOSS ENTER		
G/L Expense Acct No: 2620						Count=	1								
000058	000	A	68	NON-COMPETE COVENANTS-ORIG PURCH-5 YRS-KTUN	KTUN	I	2630		01/22/99	Z	SLAM		MOSS ENTER		
G/L Expense Acct No: 2630						Count=	1								
Grand Total:						Count=	38								

----- Calculation Assumptions -----

May 14, 2003
12:35 PM

SALISBURY BROADCASTING-COLORADO FILE LISTING REPORT

SYS No	Ext A	Co	Asset No	Desc	Location	Cl	G/L	Asset Acct No	In-Svc Date	P	Dep Meth	Department	Vendor/Mfg	Disposal Date	Acquired Value
Book: Internal FY: December															
000071	000	A	71	STUDIO FURNITURE-ASPEN-KSPN/KNFO	KSPN/KNFO	F	2110		05/19/99	P	SLMM		PACIFIC RE		[REDACTED]
G/L Expense Acct No: 2110						Count= 1						[REDACTED]			
000061	000	A	61	SAATELLITE DISH MOUNTING-KSPN/KNFO	KSPN/KNFO	B	2130		04/20/99	P	SLMM		PRODELIN C		[REDACTED]
000074	000	A	74	CABLE-KSPN/KNFO	KSPN/KNFO	F	2130		06/11/99	P	SLMM		HARRIS COR		[REDACTED]
000083	000	A	83	EAS UNITS/RECEIVERS-KSPN/KNFO	KSPN/KNFO	B	2130		06/19/99	P	SLMM		HARRIS		[REDACTED]
G/L Expense Acct No: 2130						Count= 3						[REDACTED]			
000063	000	A	63	LEASEHOLD IMPROVEMENTS-ASPEN-KSPN/KNFO	KSPN/KNFO	R	2140		07/01/99	R	SLMM		VARIOUS VE		[REDACTED]
G/L Expense Acct No: 2140						Count= 1						[REDACTED]			
Grand Total						Count= 5						[REDACTED]			

----- Calculation Assumptions -----

Book	Short Years	Midquarter Convention	Adjustment Convention	Include 30% Allow & Sec 179
Internal	[N]	[N]	None	[N]

----- Asset Grouping/Sorting -----

Group: KSPN/KNFO/ACTIVE/GLACCT

Include Assets that meet the following conditions:

Activity is currently A, D, F, J, K, L, M, N
Location is KSPN/KNFO

Sort Assets by:

G/L Expense Acct No in ascending order and report subtotals

May 14, 2003
12:38 PM

SALISBURY BROADCASTING-COLORADO
FILE LISTING REPORT

SYS No	Ext A	Co Asset No	Desc	Location	Cl	G/L	Asset Acct No	In-Svc Date	P	Dep Meth	Department	Vendor/Mfg	Disposal Date	Acquired Value
Book: Internal FY: December														
000003	000	A 3	FURNITURE & FIXTURES-ORIGINAL PURCHASE-KSPN	KSPN	F	2110		01/22/99	P	SLMM		MOSS ENTER		
000072	000	A 72	PRODUCTION CABINET AND BOARD	KSPN	F	2110		07/01/99	P	SLMM		PACIFIC RE		
000076	000	A 76	TOSHIBA TELEPHONE & VOICE MAIL SYSTEM-ASPEN	KSPN	F	2110		07/29/99	P	SLMM		TOSHIBA/WR		
000115	000	A 115	PVM-500C VENTURE BUSINESS NET	KSPN	P	2110		08/30/00	P	SLMM		GLOBAL COM		
000132	000	A 132	RICOE 2900L FAX MACHINE	KSPN	P	2110		11/03/00	P	SLMM		UNILINK IN		
000134	000	A 134	RICOE AJICO 180 COPIER	KSPN	P	2110		11/03/00	P	SLMM		UNILINK IN		
000141	000	A 141	2-SYS-COPC-AMD-T700/64MB/20GB COMPUTERS	KSPN	P	2110		01/17/01	P	SLMM		GLOBAL COM		
G/L Expense Acct No: 2110 Count= 7														
000007	000	A 7	MOSELEY CL100 TRL TRANSMITTER & EQUIP-ORIG EQUIP-LOWER RED MTN-KSPN	KSPN	B	2130		01/22/99	P	SLMM		MOSS ENTER		
000010	000	A 10	MOSELEY PCL 601C STL TRANSMITTER-MILL ST-KSPN/KNFO	KSPN	B	2130		01/22/99	P	SLMM		MOSS ENTER		
000011	000	A 11	MARTI STL 15C STL TRANSMITTER-MILL ST-KSPN/KNFO	KSPN	B	2130		01/22/99	P	SLMM		MOSS ENTER		
000012	000	A 12	12 CHANNEL CONSOLE-NEWS BOOTH-MILL ST-KSPN/KNFO	KSPN	B	2130		01/22/99	P	SLMM		MOSS ENTER		
000013	000	A 13	AUDITRONICS 200 X 12 CONSOLE-PROD STUDIO-MILL ST-KSPN/KNFO	KSPN	B	2130		01/22/99	P	SLMM		MOSS ENTER		
000014	000	A 14	ITC DIGICENTER PROD COMPUTER-MILL ST-KSPN/KNFO	KSPN	B	2130		01/22/99	P	SLMM		MOSS ENTER		
000015	000	A 15	RADIO SYSTEMS 12 CHNL CONSOLE-MILL ST-KSPN/KNFO	KSPN	B	2130		01/22/99	P	SLMM		MOSS ENTER		
000017	000	A 17	ITC DIGICENTER NEW COMPUTER-MILL ST-KSPN	KSPN	B	2130		01/22/99	P	SLMM		MOSS ENTER		
000018	000	A 18	3 METER SATELLITE DISH WITH LNB-MILL ST-KSPN/KNFO	KSPN	B	2130		01/22/99	P	SLMM		MOSS ENTER		
000019	000	A 19	3.6 METER SATELLITE DISH WITH LNB-MILL ST-KSPN/KNFO	KSPN	B	2130		01/22/99	P	SLMM		MOSS ENTER		
000021	000	A 21	ITC DIGICENTER AUTOMATION SERVER-MILL ST-KSPN/KNFO	KSPN	B	2130		01/22/99	P	SLMM		MOSS ENTER		
000022	000	A 22	TFT EAS 911 ENCODER W/940 MULT PANEL-MILL ST-KSPN/KNFO	KSPN	B	2130		01/22/99	P	SLMM		MOSS ENTER		
000039	000	A 39	TTC XL10FM TRANSLATOR/SCALA ANTENNAS-LOOKOUT MTN-KSPN/KNFO	KSPN	B	2130		01/22/99	P	SLMM		MOSS ENTER		
000046	000	A 46	MISC. BROADCAST EQUIPMENT-ASPEN-KSPN/KNFO	KSPN	B	2130		01/22/99	P	SLMM		MOSS ENTER		
000075	000	A 75	4' GRID DISH-KSPN	KSPN	B	2130		06/29/99	P	SLMM		HARRIS		
000078	000	A 78	JAMPRO FOAM TRANSMISSION LINE	KSPN	B	2130		07/15/99	P	SLMM		WARD FISHE		

May 14, 2003
12:38 PM

SALISBURY BROADCASTING-COLORADO
FILE LISTING REPORT

SYS No	Ext A	Co	Asset No	Desc	Location	Cl	G/L	Asset Acct No	In-Svc Date	F	Dep Meth	Department	Vendor/Mfg	Disposal Date	Acquired Value
000081	000	A	81	23 CHANNEL STEREO AMP	KSPN	S		2130	08/13/99	P	SLMM		HARRIS		[REDACTED]
000094	000	A	94	122MKIII CASSETTE DECK	KSPN	P		2130	02/24/00	P	SLMM		BROADCAST		[REDACTED]
000117	000	A	117	2 - PTX 320 1S101 SURGE SUPPRESSORS	KSPN	P		2130	07/17/00	P	SLMM		INNOVATIVE		[REDACTED]
000121	000	A	121	DIGICENTER WORK STATION W/DISTRIBUTION BOARD	KSPN	P		2130	07/31/00	P	SLMM		AUDIO PRO		[REDACTED]
000123	000	A	123	NEW ANTENNA CABLE FOR XMITR ON LOCKOUT MTR (KSPN)	KSPN	P		2130	08/11/00	P	SLMM		HARRIS COR		[REDACTED]
000135	000	A	135	SCOTT AXS 3 SYSTEM	KSPN	P		2130	10/17/00	P	SLMM		SCOTT STUD		[REDACTED]
000143	000	A	143	DENON DN-C630 CD PLAYER	KSPN	P		2130	02/12/01	P	SLMM		HARRIS		[REDACTED]
000146	000	A	146	AND40525A DEHYDRATOR	KSPN	P		2130	10/05/01	P	SLMM		HARRIS/AND		[REDACTED]
000153	000	A	153	P-TEK PM-150 POWER AMPLIFIER FOR TRANSLATOR	KSPN	P		2130	12/11/02	P	SLMM		SCMS, INC		[REDACTED]
000154	000	A	154	SHIVELY 6812-1R ANTENNA & ANDREW LANE CONNECTORS	KSPN	P		2130	11/28/02	P	SLMM		SCMS, INC		[REDACTED]
G/L Expense Acct No: 2130								Count=	26						
000049	000	A	49	LICENSE-KSPN	KSPN	I		2610	01/22/99	Z	NoDep		MOSS ENTER		[REDACTED]
G/L Expense Acct No: 2610								Count=	1						
000053	000	A	53	GOODWILL-ORIGINAL PURCHASE-KSPN	KSPN	I		2620	01/22/99	Z	NoDep		MOSS ENTER		[REDACTED]
G/L Expense Acct No: 2620								Count=	1						
000054	000	A	54	NON-COMPETE COVENANTS-ORIG PURCH-5 YRS-KSPN	KSPN	I		2630	01/22/99	Z	SLMM		MOSS ENTER		[REDACTED]
G/L Expense Acct No: 2630								Count=	1						
Grand Total								Count=	36						

----- Calculation Assumptions -----

Book	Short Years	Midquarter Convention	Adjustment Convention	Include 30% Allow & Sec 179
Internal	(N)	(N)	None	(N)

----- Asset Grouping/Sorting -----

May 14, 2003
12:34 PM

Page 1

SALISBURY BROADCASTING-COLORADO
FILE LISTING REPORT

SYS No	Ext A	Co Asset No	Desc	Location	Cl	G/L Asset Acct No	In-Svc Date	P	Dep Meth	Department	Vendor/Mfg	Disposal Date	Acquired Value	
Book: Internal FY: December														
000004	000	A 4		KNFO	P	2110	01/22/99	P	SLM		MOSS ENTER		[REDACTED]	
FURNITURE & FIXTURES-ORIGINAL PURCHASE-KNFO														
000133	000	A 133		KNFO	P	2110	10/23/00	P	SLM		JNLINK IN		[REDACTED]	
RICOH 2900L FAX MACHINE														
000136	000	A 136		KNFO	P	2110	12/28/00	P	SLM		GLOBAL COM		[REDACTED]	
ASCENT PC: 64MB, 10GB														
G/L Expense Acct No: 2110						Count=	3							[REDACTED]
000008	000	A 6		KNFO	B	2130	01/22/99	P	SLM		MOSS ENTER		[REDACTED]	
MARTI RPT 15 TEL TRANSMITTER-WILLIAMS HILL, BASALT-ORIG PURCH-KNFO														
000016	000	A 16		KNFO	B	2130	01/22/99	P	SLM		MOSS ENTER		[REDACTED]	
ITC DIGICENTER PROD COMPUTER-MILL ST-KNFO														
000020	000	A 20		KNFO	B	2130	01/22/99	P	SLM		MOSS ENTER		[REDACTED]	
ITC DIGICENTER NEWS SERVER COMPUTER-MILL ST-KNFO														
000040	000	A 40		KNFO	B	2130	01/22/99	P	SLM		MOSS ENTER		[REDACTED]	
TTC XL10FM TRANSLATOR/SCALA ANTENNAS-AJAX MTN-KNFO														
000064	000	A 64		KNFO	B	2130	01/22/99	P	SLM		MOSS ENTER		[REDACTED]	
MISC BROADCAST EQUIPMENT-KNFO														
000096	000	A 96		KNFO	P	2130	02/28/00	P	SLM		NSN NETWOR		[REDACTED]	
STAR GUIDE III ECONOMY RECEIVER														
000144	000	A 144		KNFO	P	2130	03/14/01	P	SLM		SCOTT STCO		[REDACTED]	
SCOTT AXS 3 SYSTEM														
G/L Expense Acct No: 2130						Count=	7							[REDACTED]
000051	000	A 51		KNFO	I	2610	01/22/99	Z	NoDep		MOSS ENTER		[REDACTED]	
LICENSE-KNFO														
G/L Expense Acct No: 2610						Count=	1							[REDACTED]
000066	000	A 66		KNFO	I	2620	01/22/99	Z	NoDep		MOSS ENTER		[REDACTED]	
GOODWILL-ORIGINAL PURCHASE-KNFO														
G/L Expense Acct No: 2620						Count=	1							[REDACTED]
000069	000	A 69		KNFO	I	2630	01/22/99	Z	SLM		MOSS ENTER		[REDACTED]	
NON-COMPETE COVENANTS-ORIG PURCH-5 YRS.-KNFO														
G/L Expense Acct No: 2630						Count=	1							[REDACTED]
Grand Total						Count=	13							[REDACTED]

----- Calculation Assumptions -----

Book Short Years Midquarter Convention Adjustment Convention Include 30% Allow & Sec 179

May 14, 2003
12:40 PM

SALISBURY BROADCASTING-COLORADO
FILE LISTING REPORT

SYS No	EXT A	Co	Asset No	Desc	Location	Cl	G/L	Asset Acct No	In-Svc Date	P	Dep Meth	Department	Vendor/Mfg	Disposal Date	Acquired Value
Book: Internal FY: December															
000113	000	A	113	2-COOLING UNITS AT TOWER SITE	KRMR/KFMO	P		2110	08/08/00	P	SLMM		BARO		
					G/L Expense Acct No: 2110		Count=		1						
000145	000	A	145	2-TRIPP LITE 1050VA NET RACKMOUNT UPS/6	KRMR/KFMO	P		2130	03/29/01	P	SLMM		GLOBAL COM		
					G/L Expense Acct No: 2130		Count=		1						
Grand Total							Count=		2						

----- Calculation Assumptions -----

Book	Short Years	Midquarter Convention	Adjustment Convention	Include 30% Allow & Sec 179
Internal	[N]	[N]	None	[N]

----- Asset Grouping/Sorting -----

Group: KRMR/KFMO/ACTIVE/GLACCT

Include Assets that meet the following conditions:

Activity is currently A, D, F, J, K, L, M, N
Location is KRMR/KFMO

Sort Assets by:

G/L Expense Acct No in ascending order and report subtotals

May 14, 2003
12:34 PM

Page 1

SALISBURY BROADCASTING-COLORADO
FILE LISTING REPORT

SYS No	Ext	A Cc	Asset No	Desc	Location	Cl	G/L	Asset Acct No	In-Svc Date	P T	Dep Meth	Department	Vendor/Mfg	Disposal Date	Acquired Value
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Book: Internal FY: December

000002	000	A	2	FURNITURE & FIXTURES-ORIGINAL PURCHASE-KFMU	KFMU	F	2110		01/22/99	P	SLMM		MOSS ENTER		[REDACTED]
000056	000	A	56	TRAFFIC COMPUTER-KFMU	KFMU	F	2110		03/12/99	P	SLMM		INTERACTIO		[REDACTED]
000057	000	A	57	MUSIC COMPUTER-KFMC	KFMU	F	2110		03/12/99	P	SLMM		INTERACTIO		[REDACTED]
000088	000	A	88	DELL 500 PENTIUM III GX110/L BASE, 160MHz	KFMU	B	2110		01/06/00	P	SLMM		DELL		[REDACTED]
000103	000	A	103	COMPUTER	KFMC	P	2110		05/11/00	P	SLMM		OFFICE MAX		[REDACTED]

G/L Expense Acct No: 2110 Count= 5

000006	000	A	6	BROADCAST EQUIPMENT-STAGECOACH MTN-KFMU	KFMU	B	2130		01/22/99	P	SLMM		MOSS ENTER		[REDACTED]
000031	000	A	31	HARRIS MEDALIST 10 CHANNEL AUDIO CONSOLE-STIMBOAT SPRNGS-KFMU	KFMU	B	2130		01/22/99	P	SLMM		MOSS ENTER		[REDACTED]
000032	000	A	32	MARTI STL 15C STL TRANSMITTER-STMBT SPRNGS-KFMU	KFMC	B	2130		01/22/99	P	SLMM		MOSS ENTER		[REDACTED]
000033	000	A	33	TFT 911 EAS ENCODER/DECODER W/TFT 940 AUDIO SWITCHER-STMBT SPRNGS-KFMC	KFMU	B	2130		01/22/99	P	SLMM		MOSS ENTER		[REDACTED]
000034	000	A	34	COMPUTER CONCEPTS AUTOMATION SYSTEM-STMBT SPRNGS-KFMU	KFMU	B	2130		01/22/99	P	SLMM		MOSS ENTER		[REDACTED]
000035	000	A	35	BE AUDIO CONSOLE, 5 CHANNEL-STMBT SPRNGS-KFMU	KFMU	B	2130		01/22/99	P	SLMM		MOSS ENTER		[REDACTED]
000036	000	A	36	MARTI R SERIES 950 MHZ TRANSMITTER-STMBT SPRNGS-KFMU	KFMU	B	2130		01/22/99	P	SLMM		MOSS ENTER		[REDACTED]
000037	000	A	37	3.6M SATELLITE DISH-STMBT SPRNGS-KFMU	KFMU	B	2130		01/22/99	P	SLMM		MOSS ENTER		[REDACTED]
000038	000	A	38	2.5M SATELLITE DISH-STMBT SPRNGS-KFMU	KFMU	B	2130		01/22/99	P	SLMM		MOSS ENTER		[REDACTED]
000045	000	A	45	TEPCO J317 FM TRANSLATOR/SCALA ANTENNA-EMERALD MTN-STMBT SPRNG-KFMU	KFMU	B	2130		01/22/99	P	SLMM		MOSS ENTER		[REDACTED]
000048	000	A	48	MISC. BROADCAST EQUIPMENT-STMBT SPRNGS-KFMU	KFMU	B	2130		01/22/99	P	SLMM		MOSS ENTER		[REDACTED]
000058	000	A	58	MUSIC READY SOFTWARE-KFMC	KFMU	B	2130		02/19/99	P	SLMM		BROADCAST		[REDACTED]
000059	000	A	59	AUTOMATION SERVER UPGRADE-KFMU	KFMU	B	2130		03/12/99	P	SLMM		INTERACTIO		[REDACTED]
000079	000	A	79	SOLAR SYSTEM-KFMU TOWER	KFMU	B	2130		09/21/99	P	SLMM		TEE SOLAR		[REDACTED]
000080	000	A	80	BORK 2 UNIT RC SYSTEM-ENHANCED SPEECH INTERFACE	KFMU	B	2130		08/10/99	P	SLMM		HARRIS COR		[REDACTED]
000082	000	A	82	MID ATL EQUIPMENT RACKS	KFMU	B	2130		08/19/99	P	SLMM		HARRIS		[REDACTED]
000087	000	A	87	ARRAKIS SYSTEM	KFMU	B	2130		12/13/99	P	SLMM		BROADCAST		[REDACTED]
000096	000	A	96	AUTOMATION & SCHEDULING SOFTWARE FOR ARAKIS SYS. & TRIPLE CONTROLLER	KFMU	P	2130		03/14/00	P	SLMM		BROADCAST		[REDACTED]

May 14, 2003
12:34 PM

SALISBURY BROADCASTING-COLORADO
FILE LISTING REPORT

SYS No	Ext A	Co	Asset No	Desc	Location	Cl	G/L	Asset Acct No	In-Svc Date	P	Dep Meth	Department	Vendor/Mfg	Disposal Date	Acquired Value
000120	000	A	120	1 -800 DIGITAL CAMERA & COREL PHOTO-PAINT FOR WINDOWS	KFMC	P	2130		07/24/00	P	SLAM		ONVIA.COM		[REDACTED]
000122	000	A	122	CONSOLE, 12 CHANNEL	KFMC	P	2130		06/08/00	P	SLAM		BROADCAST		[REDACTED]
000125	000	A	125	24BIT DIGITAL RECORDING SYSTEM	KFMC	P	2130		09/01/00	P	SLAM		BROADCAST		[REDACTED]
000127	000	A	127	REBUILD EXISTING SOLAR STRUCTURE HOLDING THE 16-SOLAR PANELS	KFMC	P	2130		09/13/00	P	SLAM		THE SOLAR		[REDACTED]
000139	000	A	139	ENHANCED SPEECH INTERFACE	KFMC	P	2130		12/05/00	P	SLAM		HARRIS COR		[REDACTED]
000151	000	A	151	SCOTT SYSTEM/KFMC	KFMC	P	2130		12/31/02	P	SLAM		SCOTT STCD		[REDACTED]
G/L Expense Acct No: 2130						Count=		24							
000052	000	A	52	LICENSE-KFMC	KFMC	I	2610		01/22/99	Z	NoDep		MOSS ENTER		[REDACTED]
G/L Expense Acct No: 2610						Count=		1							
000067	000	A	67	GOODWILL-ORIGINAL PURCHASE-KFMC	KFMC	I	2620		01/22/99	Z	NoDep		MOSS ENTER		[REDACTED]
G/L Expense Acct No: 2620						Count=		1							
000070	000	A	70	NON-COMPETE COVENANTS-ORIG PURCH-5 YRS-KFMC	KFMC	I	2630		01/22/99	Z	SLAM		MOSS ENTER		[REDACTED]
G/L Expense Acct No: 2630						Count=		1							
Grand Total						Count=		32							

----- Calculation Assumptions -----

Book	Short Years	Midquarter Convention	Adjustment Convention	Include 30% Allow & Sec 179
Internal	[N]	[N]	None	[N]

----- Asset Grouping/Sorting -----

Group: KFMC/ACTIVE/GLACCT

Include Assets that meet the following conditions:

Activity is currently A,D,F,J,K,L,M,N
Location is KFMC

Sort Assets by:

May 14, 2003
12:35 PM

Page 1

SALISBURY BROADCASTING-COLORADO
FILE LISTING REPORT

SYS No	Ext A	Co Asset No	Desc	Location	Cl	G/L Asset No	Acct	In-Svc Date	P	Dep Meth	Department	Vendor/Mfg	Disposal Date	Acquired Value
Book: Internal FY: December														
000089	000	A 89		KRMR	P	2110		03/16/00	P	SLMM		DELL		[REDACTED]
			DELL PENTIUM OOO GX110/T BASE, 100MHZ											[REDACTED]
000102	000	A 102		KRMR	F	2110		05/10/00	P	SLMM		HARRIS		[REDACTED]
			STUDIO FURNITURE/KRMR											[REDACTED]
000114	000	A 114		KRMR	P	2110		08/09/00	P	SLMM		GLOBAL/MGE		[REDACTED]
			PVM-500 ASCEN BUSINESS NET											[REDACTED]
G/L Accum Acct No: 2110						Count=	3							
000090	000	A 90		KRMR	P	2130		01/10/00	P	SLMM		SAGENDEC		[REDACTED]
			SAGE ENDEC EAS UNIT											[REDACTED]
000091	000	A 91		KRMR	P	2130		01/12/00	P	SLMM		HARRIS/T/S		[REDACTED]
			TASCAM PROF R-DAT											[REDACTED]
000092	000	A 92		KRMR	P	2130		02/01/00	P	SLMM		KOHLER		[REDACTED]
			8.5RMV KOHLER GENERATOR											[REDACTED]
000095	000	A 95		KRMR	P	2130		03/20/00	P	SLMM		ELECTRONIC		[REDACTED]
			8 BAY CENTERED ANTENNA											[REDACTED]
000097	000	A 97		KRMR	P	2130		03/03/00	P	SLMM		HARRIS		[REDACTED]
			TRANSMITTER HT1C, 10KW, 1PH											[REDACTED]
000104	000	A 104		KRMR	P	2130		04/04/00	P	SLMM		ADDIOMETRI		[REDACTED]
			E/V VARIABLE-D CARDIOMIC & CE CERT MLT-AMP											[REDACTED]
000105	000	A 105		KRMR	P	2130		04/05/00	P	SLMM		MOSELEY XM		[REDACTED]
			6010 TRANSMITTER AND 6030 RECEIVER W/EARWARE & INSTALLATION FEES											[REDACTED]
000106	000	A 106		KRMR	P	2130		04/17/00	P	SLMM		BROADCAST		[REDACTED]
			CONSOLE, 10 CHANNEL -2 MIC INPUTS											[REDACTED]
000107	000	A 107		KRMR	P	2130		04/19/00	P	SLMM		HARRIS/AMD		[REDACTED]
			DEHYDRATOR											[REDACTED]
000109	000	A 109		KRMR	P	2130		04/19/00	P	SLMM		FARRIS/AND		[REDACTED]
			2 - 6' GRIDPAK ANT W/N FEM											[REDACTED]
000109	000	A 109		KRMR	P	2130		04/21/00	P	SLMM		HARRIS/BCR		[REDACTED]
			INTERFACE PANEL & STND ALONE SYS/SPEECH											[REDACTED]
000110	000	A 110		KRMR	P	2130		04/25/00	P	SLMM		FARRIS/VAL		[REDACTED]
			1 CHANNEL MIC PROCESS											[REDACTED]
000111	000	A 111		KRMR	P	2130		05/01/00	P	SLMM		BROADCAST		[REDACTED]
			DIGILINK & TRIPLE CONTROLLER											[REDACTED]
000116	000	A 116		KRMR	P	2130		06/07/00	P	SLMM		NSN NETWOR		[REDACTED]
			STARGUIDE III TRIPLE CHANNEL 3:2 & NSN/PREMIERE STARGUIDE INSTRUCTIONS											[REDACTED]
000119	000	A 119		KRMR	P	2130		07/26/00	P	SLMM		HARRIS COR		[REDACTED]
			BLOWER CENTRIMAX 230VAC											[REDACTED]
000124	000	A 124		KRMR	P	2130		08/16/00	P	SLMM		ELECTRONIC		[REDACTED]
			8TH HARMONIC STUB FILTER											[REDACTED]
000128	000	A 128		KRMR	P	2130		09/26/00	P	SLMM		TELOS - HA		[REDACTED]
			TELOS 1x6 W/O SWITCH CONSOLE & TELOS SWITCH CONSOLE											[REDACTED]
000150	000	A 150		KRMR	P	2130		12/09/02	P	SLMM		SCHS, INC.		[REDACTED]
			COMREX SPORTS PLAY BY PLAY SYSTEM											[REDACTED]
000152	000	A 152		KRMR	P	2130		12/31/02	P	SLMM		SCOTT STJD		[REDACTED]
			SCOTT SYSTEM/KRMR											[REDACTED]
G/L Accum Acct No: 2130						Count=	19							

May 14, 2003
12:35 PM

SALISBURY BROADCASTING-COLORADO
FILE LISTING REPORT

SYS No	Ext A	Co	Asset No	Desc	Location	Cl	G/L	Asset Acct No	In-Svc Date	P	Dep	Department	Vendor/Mfg	Disposal Date	Acquired Value
000112	000	A	112	LICENSE	KRMR	I		2610	05/01/00	Z	NoDep				[REDACTED]
						G/L Accum Acct No: 2610		Count=	1						
						Grand Total		Count=	23						

----- Calculation Assumptions -----

Book	Short Years	Midquarter Convention	Adjustment Convention	Include 30% Allow & Sec 179
Internal	(N)	(N)	None	(N)

----- Asset Grouping/Sorting -----

Group: KRMR/ACTIVE/GLACCT

Include Assets that meet the following conditions:

Activity is currently A, D, F, G, K, L, M, N
Location is KRMR

Sort Assets by:

G/L Accum Acct No in ascending order and report subtotals

Schedule 1.1(c)

Contracts

Schedule 1.1(c)

Contracts

1. ABC Radio Networks and KNFO Radio, dated August 5, 2002;
2. ABC, Inc. and Salisbury Broadcasting Colorado, LLC, dated November 14, 2000;
3. AAA Mini Storage, Inc., LLC and AGM-Rocky Mountain Broadcasting I, LLC, dated March 29, 1999 (Monthly rent split between Salisbury and AGM-RMB; See AGM-RMB Schedule 1.1(c));
4. ASCAP and Salisbury Broadcasting Colorado, LLC, dated October 3, 2000;
5. ASCAP and Salisbury Broadcasting Colorado, LLC, dated October 3, 2000;
6. ASCAP and Salisbury Broadcasting Colorado, LLC, dated October 3, 2000;
7. ASCAP and Salisbury Broadcasting Colorado, LLC, dated October 3, 2000;
8. ASCAP and Salisbury Broadcasting Colorado, LLC, dated October 3, 2000;
9. Associated Press and KTUN-FM, Eagle, CO, dated November 19, 2002;
10. Basalt Mini Storage and KSPN Radio, dated October 13, 1999;
11. Bloomberg Communications and KNFO-FM, Basalt, CO, dated March 17, 1998;
12. BMI and Salisbury Broadcasting Colorado, LLC, dated January 1, 1997;
13. BMI and Salisbury Broadcasting Colorado, LLC, dated January 1, 1997;
14. BMI and Salisbury Broadcasting Colorado, LLC, dated January 1, 1997;
15. BMI and Salisbury Broadcasting Colorado, LLC, dated January 1, 1997;
16. BMI and Salisbury Broadcasting Colorado, LLC, dated August 1, 2000;
17. Cameron Associates and KFMU, Steamboat Springs, CO, dated December 15, 1997;
18. Colorado Secretary of State and KTUN, Eagle, CO, dated January 1, 1997;
19. InterTech Media, LLC and Salisbury Broadcasting Co, dated March 1, 2003;
20. Domain Registry of America and Salisbury Broadcasting Colorado, LLC, dated September 4, 2002;
21. Medved Chevrolet, Inc. and Salisbury Broadcasting Company, dated April 29, 2003;
22. Peak Performance Glenwood Springs and Salisbury Broadcasting Co., dated April 3, 2003;
23. Pitney Bowes Credit Corp. and Moss Entertainment, dated February 7, 1996;
24. Pitney Bowes Credit Corp. and Salisbury Broadcasting Colorado, LLC, dated December 12, 2000;
25. Premier Radio Networks and Salisbury Broadcasting Co., dated June 15, 1995;
26. Premier Radio Networks and Salisbury Broadcasting Co., dated September 13, 2000;

27. Premier Radio Networks and Salisbury Broadcasting Co., dated July 1, 1998;
28. Premier Radio Networks and Salisbury Broadcasting Co., dated September 13, 2000;
29. Premier Radio Networks and Salisbury Broadcasting Co., dated September 4, 2000;
30. Premier Radio Networks and Salisbury Broadcasting Co., dated September 4, 2000;
31. Premier Radio Networks and Salisbury Broadcasting Co., dated January 29, 2003;
32. Radio Computing Services, Inc. and Salisbury Broadcasting Co., dated September 1, 2001;
33. Radio Computing Services, Inc. and Salisbury Broadcasting Co., will commence on September 1, 2004;
34. Reinhart, McReynolds & Magnus and Moss Entertainment Corp., dated May 23, 1995;
35. SESAC, Inc. and Salisbury Broadcasting Colorado, LLC, dated February 19, 1999;
36. SESAC, Inc. and Salisbury Broadcasting Colorado, LLC, dated February 19, 1999;
37. SESAC, Inc. and Salisbury Broadcasting Colorado, LLC, dated February 19, 1999;
38. SESAC, Inc. and Salisbury Broadcasting Colorado, LLC, dated February 23, 1999;
39. SESAC, Inc. and Salisbury Broadcasting Colorado, LLC, dated January 4, 2001;
40. Studio J Productions and Salisbury Colorado, LLC, dated September 20, 2002;
41. Wright Telephone Systems and American General Media, dated June 10, 1999;
42. Wright Telephone Systems and American General Media, dated June 7, 1999;
43. Truth & Fun and KSPN-FM, dated October 12, 1997;
44. US West Centrex 21 and AGM Broadcasting, dated May 17, 1999;
45. Waitt Radio Networks, LLC and American General Media Radio Group (for Production), dated April 22, 2003;
46. Wicks Broadcast Solutions, LLC and American General Media, dated November 21, 2001;
47. Westwood One Radio Networks and Salisbury Broadcasting Colorado, LLC, dated April 3, 2002;
48. Westwood One Radio Networks and Salisbury Broadcasting Colorado, LLC, dated September 3, 2002;
49. Westwood One Radio Networks and Salisbury Broadcasting Colorado, LLC, dated March 1, 2002;
50. Westwood One Radio Networks and Salisbury Broadcasting Colorado, LLC, dated June 9, 2000;
51. Westwood One Radio Networks and Salisbury Broadcasting Colorado, LLC, dated June 9, 2000;

52. Westwood One Radio Networks and Salisbury Broadcasting Colorado, LLC, dated August 12, 2002;
53. Westwood One Radio Networks and Salisbury Broadcasting Colorado, LLC, dated March 1, 2002;
54. Westwood One Radio Networks and Salisbury Broadcasting Colorado, LLC, dated March 14, 2003; and
55. Del Rey Music, Inc. d/b/a The Who Did That Music? Library and Regent Communications, dated April 3, 2003.

Schedule 1.1(d)
Intellectual Property

APPLICATION FOR REGISTRATION OF TRADEMARK

Form 120 Revised October 1, 2002 Filing fee: \$50.00

Deliver application and specimen or facsimile of trademark to:

Colorado Secretary of State, Business Division,

1560 Broadway, Suite 200

Denver, CO 80202-5169

This document must be typed or machine printed.

Copies of filed documents may be obtained at www.sos.state.co.us

ABOVE SPACE FOR OFFICE USE ONLY

Pursuant to § 7-70-102 and part 3 of article 90 of title 7, Colorado Revised Statutes (C.R.S.), this application for registration of trademark is delivered to the Colorado Secretary of State for filing.

1. Name and business address of owner/applicant: Salisbury Broadcasting - Colorado LLC

182 Avon Road, Space #240 Avon, CO 81620
Name
Complete Business Address

Complete ONLY if applicant is a CORPORATION - State of Incorporation _____

2. Description of Trademark - Complete A or B, BUT NOT BOTH

A. WORDS KTUN "Classic Rock in the Rockies."
CHECK ONE: Words ONLY Words with stylized lettering* Words AND Design*

B. DESIGN ONLY - No words in trademark*
Briefly describe the design: _____

*attach specimen or facsimile of trademark

3. Indicate the goods or services in connection with which the mark is used: Broadcasting on radio

4. Mode or manner in which mark is used in connection with those goods or services - Be brief
Announcing the stations call letters of KTUN and the format
calling it "Classic Rock in the Rockies."
by

5. Classification - Choose ONLY ONE from attached list of goods and services Class Number (38)

6. Date first used by applicant or the predecessor in the same business

First used ANYWHERE (Month/Day/Year) 1/1/1997 First used in COLORADO (Month/Day/Year) 1/1/1997
Date first used anywhere must be same as or earlier than date first used in Colorado.

7. The applicant hereby appoints the Secretary of State as agent for service of process in any action relating to this registration which may be issued if the applicant is or becomes a nonresident or foreign corporation not licensed to do business in this state or cannot be found in this state.

8. The applicant states that s/he is the owner of the mark and that no other person has the right to use such trademark in this state either in the identical form thereof or in any near resemblance thereto which might be calculated to deceive or to be mistaken therefore.

9. The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are: Salisbury Broadcasting - Colorado, LLC
cb Francine Bell P.O. Box 2700 Bakerfield, CA 93303

Causing a document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed or the act and deed of the entity on whose behalf the individual is causing the document to be delivered for filing and that the facts stated in the document are true.

International schedule of classes of goods and services.

1. Chemical products used in industry, science, photography, agriculture, horticulture, and forestry; artificial and synthetic resins; plastics in the form of powders, liquids, or pastes, for industrial use; manures (natural and artificial); fire extinguishing compositions; tempering substances and chemical preparations for soldering; chemical substances for preserving foodstuffs; tanning substances; adhesive substances used in industry.
 2. Paints, varnishes, and lacquers; preservatives against rust and against deterioration of wood; coloring matters and dyestuffs; mordants; natural resins; metals in foil and powder form for painters and decorators.
 3. Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparation; soaps; perfumery, essential oils, cosmetics, and hair lotions; dentifrices.
 4. Industrial oils and greases (other than oils and fats and essential oils); lubricants; dust laying and absorbing compositions; fuels (including motor spirits and illuminants); candles, tapers, night lights, and wicks.
 5. Pharmaceutical, veterinary, and sanitary substances; infants' and invalids' foods; plasters and material for bandaging; material for stopping teeth, dental wax, disinfectants; preparations for killing weeds and destroying vermin.
 6. Unwrought and partly wrought common metals and their alloys; anchors, anvils, bells, and rolled and cast building materials; rails and other metallic materials for railway tracks; chains, excluding driving chains for vehicles; nonelectric cables and nonelectric wires; locksmiths' work; metallic pipes and tubes; safes and cash boxes; steel walls; horseshoes; nails and screws; other goods in nonprecious metal not included in other classes; ores.
 7. Machines and machine tools; motors, except for land vehicles; machine couplings and belting, except for land vehicles; large size agricultural implements; incubators.
 8. Hand tools and instruments; cutlery, forks, and spoons; side arms.
 9. Scientific, nautical, surveying, and electrical apparatus and instruments, including wireless, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision), life-saving, and teaching apparatus and instruments; coin or counterfreed apparatus; talking machines; cash registers; calculating machines; fire extinguishing apparatus.
 10. Surgical, medical, dental, and veterinary instruments and apparatus, including artificial limbs, eyes, and teeth.
 11. Installations for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply, and sanitary purposes.
 12. Vehicles; apparatus for locomotion by land, air, or water.
 13. Firearms; ammunition and projectiles; explosive substances; fireworks.
 14. Precious metals, their alloys, and goods in precious metals or coated therewith, not including cutlery, forks, and spoons; jewelry, precious stones, and horological and other chronometric instruments.
 15. Musical instruments, other than talking machines and wireless apparatus.
 16. Paper, paper articles, and cardboard articles; printed matter, newspaper and periodicals, and books; bookbinding material; photographs; stationery, and adhesive materials (stationery); artists' materials; paint brushes; typewriters and office requisites, other than furniture; instructional and teaching material, other than apparatus; playing cards; printers' type and clichés (stereotypes).
 17. Gutta percha, India rubber, balata and substitutes, and articles made from these substances and not included in other classes; plastics, in the form of sheets, blocks, or rods, being used in manufacture; materials for packing, stopping, or insulating asbestos, mica, and their products; nonmetallic hose pipes.
 18. Leather, imitations of leather, and articles made from these materials not included in other classes; skins and hides; trunks and traveling bags; umbrellas, parasols, and walking sticks; whips, harness, and saddlery.
 19. Building materials, natural and artificial stone, cement, lime, mortar, plaster, and gravel; pipes of earthenware or cement; roadmaking materials; asphalt, pitch, and bitumen; portable buildings; stone monuments; chimney pots.
 20. Furniture, mirrors, and picture frames; articles of wood, cork, reeds, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother of pearl, meerschaum, or plastics, not included in other classes.
 21. Small domestic utensils and containers (not of precious metals or coated therewith); combs and sponges; brushes, other than paint brushes; brushmaking materials; instruments and material for cleaning purposes and steel wool; unworked or semi-worked glass excluding glass used in building; glassware, porcelain, and earthenware, not included in other classes.
 22. Ropes, string, nets, tents, awnings, tarpaulins, sails, and sacks; padding and stuffing materials (hair, kapok, feathers, seaweed, etc); raw fibrous textile materials.
 23. Yarns and threads.
 24. Tissues (piece goods); bed and table covers; textile articles not included in other classes.
 25. Clothing, including boots, shoes, and slippers.
 26. Lace and embroidery, ribands, and braid; buttons, press buttons, hooks and eyes, pins and needles, and artificial flowers.
 27. Carpets, rugs, mats, and matting; linoleums and other materials for covering existing floors; nontextile wall hangings.
 28. Games and playthings; gymnastic and sporting articles, except clothing; ornaments and decorations for christmas trees.
 29. Meats, fish, poultry, and game; meat extracts; preserved, dried, and cooked fruits and vegetables; jellies and jams; eggs, milk, and other dairy products; edible oils and fats; preserves and pickles.
 30. Coffee, tea, cocoa, sugar, rice tapioca, sago, and coffee substitutes; flour and preparations made from cereals; bread, biscuits, cakes, pastry and confectionery, and ices; honey and treacle; yeast, baking powder, salt, mustard, pepper, vinegar, sauces, and spices; ice.
 31. Agriculture, horticulture, and forestry products and grains not included in other classes; living animal; fresh fruits and vegetables; seeds; live plants and flowers; foodstuffs for animals and malt.
 32. Beer, ale, and porter; mineral and aerated waters and other nonalcoholic drinks; syrups and other preparations for making beverages.
 33. Wines, spirits, and liqueurs.
 34. Raw or manufactured tobacco; smokers' articles; matches.
- ### Services
35. Advertising and business.
 36. Insurance and financial.
 37. Construction and repair.
 38. Communication.
 39. Transportation and storage.
 40. Material treatment.
 41. Education and entertainments.
 42. Miscellaneous.

International schedule of classes of goods and services.

1. Chemical products used in industry, science, photography, agriculture, horticulture, and forestry; artificial and synthetic resins; plastics in the form of powders, liquids, or pastes, for industrial use; manures (natural and artificial); fire extinguishing compositions; tempering substances and chemical preparations for soldering; chemical substances for preserving foodstuffs; tanning substances; adhesive substances used in industry.
 2. Paints, varnishes, and lacquers; preservatives against rust and against deterioration of wood; coloring matters and dyestuffs; mordants; natural resins; metals in foil and powder form for painters and decorators.
 3. Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparation; soaps; perfumery, essential oils, cosmetics, and hair lotions; dentifrices.
 4. Industrial oils and greases (other than oils and fats and essential oils); lubricants; dust laying and absorbing compositions; fuels (including motor spirits and illuminants); candles, tapers, night lights, and wicks.
 5. Pharmaceutical, veterinary, and sanitary substances; infants' and invalids' foods; plasters and material for bandaging; material for stopping teeth, dental wax, disinfectants; preparations for killing weeds and destroying vermin.
 6. Unwrought and partly wrought common metals and their alloys; anchors, anvils, bells, and rolled and cast building materials; rails and other metallic materials for railway tracks; chains, excluding driving chains for vehicles; nonelectric cables and nonelectric wires; locksmiths' work; metallic pipes and tubes; safes and cash boxes; steel walls; horseshoes; nails and screws; other goods in nonprecious metal not included in other classes; ores.
 7. Machines and machine tools; motors, except for land vehicles; machine couplings and belting, except for land vehicles; large size agricultural implements; incubators.
 8. Hand tools and instruments; cutlery, forks, and spoons; side arms.
 9. Scientific, nautical, surveying, and electrical apparatus and instruments, including wireless, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision), life-saving, and teaching apparatus and instruments; coin or counterfreed apparatus; talking machines; cash registers; calculating machines; fire extinguishing apparatus.
 10. Surgical, medical, dental, and veterinary instruments and apparatus, including artificial limbs, eyes, and teeth.
 11. Installations for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply, and sanitary purposes.
 12. Vehicles; apparatus for locomotion by land, air, or water.
 13. Firearms; ammunition and projectiles; explosive substances; fireworks.
 14. Precious metals, their alloys, and goods in precious metals or coated therewith, not including cutlery, forks, and spoons; jewelry, precious stones, and horological and other chronometric instruments.
 15. Musical instruments, other than talking machines and wireless apparatus.
 16. Paper, paper articles, and cardboard articles; printed matter, newspaper and periodicals, and books; bookbinding material; photographs; stationery, and adhesive materials (stationery); artists' materials; paint brushes; typewriters and office requisites, other than furniture; instructional and teaching material, other than apparatus; playing cards; printers' type and clichés (stereotypes).
 17. Gutta percha, India rubber, balata and substitutes, and articles made from these substances and not included in other classes; plastics, in the form of sheets, blocks, or rods, being used in manufacture; materials for packing, stopping, or insulating asbestos, mica, and their products; nonmetallic hose pipes.
 18. Leather, imitations of leather, and articles made from these materials not included in other classes; skins and hides; trunks and traveling bags; umbrellas, parasols, and walking sticks; whips, harness, and saddlery.
 19. Building materials, natural and artificial stone, cement, lime, mortar, plaster, and gravel; pipes of earthenware or cement; roadmaking materials; asphalt, pitch, and bitumen; portable buildings; stone monuments; chimney pots.
 20. Furniture, mirrors, and picture frames; articles of wood, cork, reeds, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother of pearl, meerschaum, or plastics, not included in other classes.
 21. Small domestic utensils and containers (not of precious metals or coated therewith); combs and sponges; brushes, other than paint brushes; brushmaking materials; instruments and material for cleaning purposes and steel wool; unworked or semi-worked glass excluding glass used in building; glassware, porcelain, and earthenware, not included in other classes.
 22. Ropes, string, nets, awnings, tarpaulins, sails, and sacks; padding and stuffing materials (hair, kapok, feathers, seaweed, etc); raw fibrous textile materials.
 23. Yarns and threads.
 24. Tissues (piece goods); bed and table covers; textile articles not included in other classes.
 25. Clothing, including boots, shoes, and slippers.
 26. Lace and embroidery, ribands, and braid; buttons, press buttons, hooks and eyes, pins and needles, and artificial flowers.
 27. Carpets, rugs, mats, and matting; linoleums and other materials for covering existing floors; nontextile wall hangings.
 28. Games and playthings; gymnastic and sporting articles, except clothing; ornaments and decorations for christmas trees.
 29. Meats, fish, poultry, and game; meat extracts; preserved, dried, and cooked fruits and vegetables; jellies and jams; eggs, milk, and other dairy products; edible oils and fats; preserves and pickles.
 30. Coffee, tea, cocoa, sugar, rice tapioca, sago, and coffee substitutes; flour and preparations made from cereals; bread, biscuits, cakes, pastry and confectionery, and ices; honey and treacle; yeast, baking powder, salt, mustard, pepper, vinegar, sauces, and spices; ice.
 31. Agriculture, horticulture, and forestry products and grains not included in other classes; living animal; fresh fruits and vegetables; seeds; live plants and flowers; foodstuffs for animals and malt.
 32. Beer, ale, and porter; mineral and aerated waters and other nonalcoholic drinks; syrups and other preparations for making beverages.
 33. Wines, spirits, and liqueurs.
 34. Raw or manufactured tobacco; smokers' articles; matches.
- ### Services
35. Advertising and business.
 36. Insurance and financial.
 37. Construction and repair.
 38. Communication.
 39. Transportation and storage.
 40. Material treatment.
 41. Education and entertainments.
 42. Miscellaneous.

INTERTECH MEDIA, LLC
INTERNET SITE LICENSE AGREEMENT

This Agreement ("Agreement"), dated March 1, 2003 (the "Effective Date"), is by and between InterTech Media, LLC ("InterTech"), a Delaware limited liability company with its principal office located at 1111 East Putnam Ave., Riverside, CT 06878, and Salisbury Broadcasting-Colorado, LLC., a Colorado corporation, with a principal office located at 1400 Easton Drive, Suite 129, Bakersfield, CA 93309 ("Licensee").

WHEREAS, Licensee desires to establish Internet sites relating to its radio stations (the "Stations") and serving the cities set forth in Schedule 1 (the "Territories" or each as a "Territory" in the singular) by providing information with respect to entertainment, cultural, dining, lodging and other activities with respect to each Territory; and

WHEREAS, Licensee operates the Stations listed in Schedule 1 that target the formats set forth in such Schedule 1 (the format associated with each Station, as set out in Schedule 1, being referred to herein as the "Licensed Format"),

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Grant.** Subject to the terms and conditions of this Agreement, InterTech grants the following to Licensee during the Term of this Agreement: (a) the exclusive right to link the URLs set out in Schedule 1 to InterTech's servers to exhibit, transmit, and display the Licensed Sites and (b) access to InterTech's Servers (including servers owned, operated, or licensed by InterTech) as may be reasonably necessary to permit Licensee to upload, select and change the content to appear on the Licensed Sites. Except as set forth herein, no copying, dissemination, publication, display or distribution in any form of the InterTech Content or InterTech Marks, in whole or in part, by Licensee is permitted without the prior written consent of InterTech. InterTech will be Licensee's exclusive provider for the services described in this Agreement.
2. **Payments Due to InterTech.** For the rights granted by InterTech to Licensee hereunder and for the services to be provided by InterTech to Licensee hereunder, Licensee shall pay to InterTech on a monthly basis, 1) [REDACTED] per station, payable, in advance, on the first day of each month, 2) the prices listed in Schedule 2 for Licensee utilization of any of the services listed in Schedule 2, and 3) an amount specified by InterTech for any other services rendered and not set forth in Schedule 2. Prices paid by each Station are based on the Station's assigned Pricing Group as set forth in Schedule 1. The Pricing Groups set forth in Schedule 1 may be changed from time to time by InterTech with written notice to Licensee. Services are deemed rendered to Licensee when Licensee places a business name, description, banner, sponsorship, product mention, logo or any other business information for any business in any location on a Licensed Site.
3. **Payments Due to Licensee.** If InterTech posts any advertising of the variety set forth in Part 1 of Schedule 2 on any Licensed Site and such advertising is displayed in one city only, InterTech will pay to Licensee the amounts listed in Part 1 of Schedule 2 for such advertising. If InterTech posts a video or audio ad that is displayed only in one city, InterTech will pay to Licensee 40% of the prices listed in Part 2 of Schedule 2 for such advertising. Any advertising originated by InterTech or its representatives that is displayed in more than one city is solely for the benefit of InterTech.
4. **Advertising Locations and Rates.** Licensee shall have three (3) advertising banner locations sized 120X90 pixels into which Licensee may place advertising banners that will run in rotation in these locations. Licensee shall have the non-exclusive use of one of the banners sized 234X60 pixels to enter

banners that will run in rotation at that position. Amounts owed by Licensee to InterTech for utilizing these advertising locations shall be as set forth in Schedule 2 attached hereto, payable as set forth in paragraph 2 above. All other advertising locations shall be allocated by InterTech at its sole discretion. Schedule 3 sets forth the recommended rates at which Licensee may resell the various advertising positions.

5. **Overage Charges.** Licensee shall be allotted 500 megabytes of storage space per station on InterTech's Servers. Storage in excess of such allotted space shall be charged to the Licensed Sites at a rate equivalent to the rate then currently paid by InterTech for similar storage at its co-location facility.

6. **Licensee Promotional Commitment.** In consideration of the rights granted by InterTech to Licensee, Licensee hereby commits to make available weekly to InterTech 25 one-minute advertising spots in the best available time slots during the period of 6:00 AM until 12:00 midnight on each Station. The content of these advertising spots shall be determined solely by InterTech. Licensee will provide InterTech with verification, by affidavit, that such spots were aired on each Station. MS
and the management of the
stations.

7. **Payments.** Payment attributable to a calendar month shall be due no later than twenty days following the end of such month. Payment shall be accompanied by a detailed statement of the services utilized broken down on a per Licensed Site basis. The amounts due under this Agreement will be paid by Licensee to InterTech in full without any right of set-off or deduction. If payment is not made by Licensee within 15 Business Days of the due date thereof, then InterTech may immediately (a) remove any and all Licensee-related material from its servers or from servers under InterTech's control, and/or (b) suspend the performance of its obligations under or terminate the Agreement. If InterTech suspends the performance of its obligations under the Agreement in accordance with the provisions of this paragraph, Licensee shall continue to be liable to InterTech for all amounts due pursuant to the Agreement the same as if no such suspension had taken place and InterTech had fully performed its obligations hereunder. Reinstatement of service will then be at the discretion of InterTech.

8. **Third Party Branding.** If all or any part of InterTech Content licensed at any time to Licensee includes content obtained from a Third Party Provider, Licensee shall, at InterTech's request comply with such requests of InterTech as may be reasonably intended to ensure compliance by Licensee with InterTech's obligations to such Third Party Provider.

9. **Intellectual Property Rights.** Licensee is the sole owner of all right, title and interest in and to any Licensee-Owned Content and to any Licensee's trade or service marks ("Licensee's Marks") used on or incorporated into the Licensed Sites. InterTech exclusively owns all Intellectual Property Rights in the Licensed Sites, the InterTech Content, the InterTech Marks, and any software or algorithm provided to Licensee by InterTech, and that Licensee gains no rights in the same, except as explicitly set forth herein. In particular, InterTech is the sole owner of all right, title and interest in the copyright and other property interests in the works authored by InterTech pursuant to the Agreement. The parties agree that no work produced by InterTech under the Agreement shall be considered "work made for hire" as that term is understood under the copyright law of the United States, 17 U.S.C. §§ 101 et seq., so that all copyright and other property interest in the works produced by InterTech shall vest at the time of their creation in InterTech, and Licensee shall have no copyright or other property interest in any works produced under the Agreement. All Intellectual Property Rights in any intellectual property, whether now existing or which may hereafter come into existence, which are not expressly granted to Licensee herein are reserved to InterTech. To the extent that any InterTech Intellectual Property Rights may, by operation of law or otherwise, vest in Licensee, Licensee will, at the request and expense of InterTech, irrevocably assign to InterTech any and all such right, title or interest including, where applicable, all of the exclusive rights under copyright law. Licensee agrees to execute and deliver to InterTech such assignments or other instruments as InterTech may require from time to time to evidence InterTech's ownership of such copyright and the results and proceeds of InterTech's services. Licensee agrees that InterTech shall be free

to provide technical information and/or intellectual property rights provided to or used by Licensee pursuant to this Agreement to other parties and shall retain the right to unrestricted use of any information regarding generalized data, any and all related areas or concepts, know-how techniques, general information and/or intellectual property rights either gained or developed as a result of this Agreement. Each party understands that the other may use the work produced pursuant to the Agreement (including each party's Content) for its own marketing or promotional purposes and, for that limited purpose, each party hereby grants to the other a license to use such party's Content and Marks. Such licenses will be revoked by the termination of the Agreement. The parties acknowledge that the licenses provided for shall in no way transfer any good will associated with the Marks.

10. **InterTech and Licensee Content.** InterTech reserves for itself complete editorial freedom in the form and content of the InterTech Content and may alter the same from time to time. In the event Licensee makes any correction, change, revision, addition, deletion, rearrangement, improvement or other modification ("Licensee's Modification") to the InterTech Content Licensee agrees that InterTech shall be deemed the sole author of the work so produced and its attendant intellectual property rights. InterTech retains the right to reject for any reason any Licensee Content for display on the Licensed Sites. Licensee and InterTech each assume full and complete responsibility and liability for their own Content, and shall indemnify and hold harmless the other against any demands, claims, or liability arising therefrom; provided that if the content is obtained from a Third Party Provider, the indemnifying party's only obligation to the other will be to assign to the other party the indemnity, if any, which the indemnifying party receives from the Third Party Provider. Except as otherwise herein specifically provided or unless made with the prior written consent of the party who owns the content, neither party may sublicense, assign, copy, distribute, modify, merge, and transfer the Content of the other. The provisions of this paragraph shall remain effective and inure to the benefit of the parties notwithstanding the expiration, cancellation, or termination of the Agreement.

11. **Linking, Framing and Co-Branding.** Licensee may not permit other Internet sites or online services to use an URL, icon, logo, highlighted or colored text, figure or image representing a URL to point and click, or otherwise send a command, to access InterTech Content on the Licensed Sites without the prior written consent of InterTech. To the extent technologically feasible, Licensee shall not permit any third party to frame the Licensed Sites such that any InterTech Content appears on the same screen as a third party's Internet site or on-line service. Licensee shall cooperate with InterTech in causing such third party to cease and desist from such framing. Licensee may not Co-brand the Licensed Sites.

12. **Exclusion of Warranties.** The goods and services provided by InterTech are provided "AS-IS", without warranty of any kind to licensee or any third party, including, but not limited to, any express or implied warranties of: (a) merchantability or merchantability of the computer program; (b) fitness for a particular purpose, licensee's purpose or system integration; (c) effort to achieve purpose; (d) quality; (e) accuracy of informational content; (f) non-infringement; (g) quiet enjoyment; and (h) title. Licensee agrees that any efforts by InterTech to modify its goods or services shall not be deemed a waiver of these limitations, and that any InterTech warranties shall not be deemed to have failed of their essential purpose. Licensee further agrees that InterTech shall not be liable to licensee or any third party for any loss of profits, loss of use, interruption of business, or any direct, indirect, incidental or consequential damages of any kind whether under this agreement or otherwise, even if InterTech was advised of the possibility of such damages or was grossly negligent. Modifications made to licensee's web site by licensee or any third party voids any remaining express or implied warranties and are made at the peril of the licensee. InterTech's liability for all claims of any kind arising out of or related to this agreement, whether based on contract, tort (including without limitation, strict liability and negligence); warranty or on other legal or equitable grounds shall be limited solely to money damages and shall not exceed the amounts paid to InterTech by licensee during the 12 months immediately prior to the date on which the alleged damages were

claimed to have been incurred regardless of the cause or form of act. Each party hereby acknowledges that it has not relied upon any warranty, condition, guaranty or representation made by the other except as specifically set forth in this agreement. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Licensee. In such jurisdictions, InterTech's liability is limited to the greatest extent permitted by law.

13. **Disruption of Service.** The parties expressly recognize that Internet servers and links are susceptible to crashes and downtime. InterTech warrants that it shall maintain a consistent link with the Internet, but InterTech cannot and does not warrant that it shall maintain a continuous and uninterrupted link. InterTech does not warrant any response rate or download time. InterTech may, at its own discretion, temporarily suspend all service for the purpose of repair, maintenance or improvement of any of InterTech's systems. Licensee shall not be entitled to any setoff, discount, refund or other credit, in case of any service outage.

14. **Termination Generally.** In addition to any other remedy available at law, in equity, or pursuant to the terms of this Agreement, either party may terminate this Agreement immediately, without further obligation to the other party in the event of any breach of this Agreement by the other party that is not remedied within 30 days' notice of such breach in writing.

15. **Change in Licensed Format; Sale of Station.** Should any of Licensee's Stations ever change its target audience from that described in Schedule 1, Licensee shall immediately advise InterTech in writing of the same. InterTech shall then have thirty days from the date of such notice to accommodate the Station's change in Licensed Format or delete such station from Schedule 1, effective the date given in a written notice to Licensee. Should any of Licensee's Stations be sold to a third party, Licensee shall so advise InterTech in writing. In such case, such Station or Stations shall be considered to have been deleted from Schedule 1 as of the date of the sale.

16. **Rights and Obligations Upon Termination.** After termination by either party for any reason, InterTech shall retain the right to recover all accrued charges due and owing by Licensee to InterTech, and Licensee agrees that it waives any right it may have against InterTech to offset fees payable by Licensee to InterTech. Licensee further agrees to allow advertisers that have contracted with InterTech at the time of termination to continue to advertise on any sites that replace the Licensed Sites for the un-expired term of their agreements with InterTech and allow InterTech to continue to collect amounts owed by these advertisers. Promptly upon termination of this Agreement, each party will (a) delete or destroy any of the other party's Content stored or otherwise in the party's possession, custody or control; (b) cease using the other party's Marks; and (c) pay all payments due to the other party pursuant to this Agreement.

17. **Term.** This Agreement shall take effect on the Effective Date. This Agreement shall continue in effect for one year from such date unless terminated earlier in accordance with the terms of this Agreement. Unless either party gives written notice of its election to terminate this Agreement at least ninety days prior to the end of any one-year period, it shall automatically be renewed for an additional one-year period at the expiration of each period.

18. **Capitalized Terms.** Capitalized terms used in this Agreement shall have the meaning given to such terms in this Agreement or in the schedules, exhibits, and appendices attached hereto.

19. **Similar Agreements.** Nothing will be deemed to limit or restrict InterTech from entering into agreements with any other Person covering services similar to the Licensed Sites or from offering similar services itself; provided, however, InterTech shall not grant to any other person or entity the right to use InterTech Content or InterTech Marks on an Internet site serving the Territory if such person or entity

targets or intends to target or targets a substantially similar Licensed For

20. **Controlling Law.** This Agreement will be deemed to have been executed and delivered in the State of Connecticut and it will be governed by and construed in accordance with the laws of Connecticut. The parties hereby consent to the jurisdiction of the courts of the State of Connecticut for the purpose of any action or proceeding brought by either of them in connection with this Agreement.

21. **Noncompetition.** During the term of the Agreement and for two years after expiration or termination, Licensee shall not compete with InterTech in the offering of similar web content services.

22. **Assignments.** This Agreement will be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns. Neither party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other, provided that InterTech may assign its rights under the Agreement to any of its Affiliates without the express prior written consent of Licensee. Additionally, InterTech may delegate some or all of its duties to one or more independent contractors of InterTech and/or its Affiliates, provided, however, that InterTech retains control over the results of the services to be rendered by such independent contractor.

23. **Amendments; Waivers.** This Agreement may not be amended, waived, modified or superseded, unless expressly agreed to in writing by both parties. The failure of either party at any time or times to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same.

24. **Miscellaneous.** This Agreement and any and all addenda, schedules or exhibits attached hereto represent the entire agreement of the parties regarding the subject matter hereof. There are no other oral or written collateral representations, agreements, or understandings regarding the subject matter hereof. If any provision or term of this Agreement, not being of a fundamental nature, is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement will not be affected. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party. There is no joint venture, partnership, agency or fiduciary relationship existing between the parties and the parties do not intend to create any such relationship by this Agreement. The provisions of Appendix A and Appendix B are hereby incorporated herein the same as they had been copied herein verbatim.

25. **Survival.** The provisions of Paragraphs 2, 3, 9, 10, 16, 21 and the provisions set out in Appendices A and B, and any and all disclaimers and indemnities contained herein or in any Schedules to this Agreement will survive the termination of this Agreement, and shall remain effective and inure to the benefit of the parties for a period of five (5) years following and notwithstanding the expiration, cancellation, or termination of the Agreement.

INTERTECH MEDIA, LLC

By: fe H. L...

Title: PRESIDENT

Date: 3/4/03

SALISBURY BROADCASTING-COLORADO LLC

By: Ch V...

Title: Member

Date: 4-14-03

SCHEDULE 1

Name of Licensee: Safisbury Broadcasting-Colorado LLC

<u>Territory</u>	<u>Pricing Group*</u>	<u>URLs</u>	<u>Stations</u>	<u>Licensed Format</u>
Vail, CO	4	ktunradio.com	KTUN FM 101.5	Rock

* Pricing Group refers to the pricing levels to be charged Licensee for the services set forth in Schedule 2.

Abbreviations for Licensed Format Formats:

AC—Adult Contemporary including Soft Rock and Soft AC

Classical—Classical including Opera

Classic Rock

CHR—Contemporary Hit Radio

Country—Country including New Country, Classic Country, Bluegrass

Easy Listening

Jazz—Jazz

New AC—New Adult Contemporary including Hot AC

News/Talk—News/Talk/Information including All News, and Talk/Personality

Nostalgia—Nostalgia including Adult Standards, Music of Your Life and Big Bands

Oldies—Rock-based 50's, 60's and 70's

Religious—Christian including Contemporary Christian, all Gospel formats

Rock—Rock including Alternative, New Rock, Album Oriented Rock, Album Adult Alternative

Smooth Jazz

Sports—All Sports

Urban—Urban including Urban AC, Urban Oldies, Urban Contemporary, Rhythmic Oldies

Other Niche markets available: Ethnic, Educational, Public Radio, College Stations, and Children's Radio

Schedule 2

Part 1

Station Pritch Group

Barcodes

Fly-By/

Home Page:

Top (234 X 60)

Mid (120 X 90)

Bottom (468 X 60)

Premium Targeted Pages:

Top (234 X 60)

Mid (120 X 90)

Bottom (468 X 60)

Base Targeted Pages:

Top (234 X 60)

Mid (120 X 90)

Bottom (468 X 60)

Run-of-site:

Top (234 X 60)

Mid (120 X 90)

Bottom (468 X 60)

Sponsored Links

Home Page

Targeted Pages

Example Positions:

Home Page 1

Home Page 2

Home Page 3

Home Page 4

Home Page 5-11

Targeted Pages 1

Targeted Pages 2

Targeted Pages 3

Targeted Pages 4

Targeted Pages 5-11

Labels:

Part 2

Video Streaming*

Streamed Audio Ad**

Video Tour Packages***

Live streamed video and audio are available upon request and will be priced based on station traffic.

*For a one minute video. Does not include video production costs.

**For a one minute audio. Does not include audio production costs.

***Includes a one minute video tour, rotating Run-of-site banners with link, and enhanced business listing

Part 3

One-Step Changes:

Photo manipulation

Logo manipulation

Additional edits

Video production (one minute video tour)

4



Logo design
Web audio ad
Check processing fee

5



* Certain proprietary financial information has been redacted.

Schedule 3

Part 1

Station Pricing Group

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

Barcode

- Fly-by:
- Home Page:
 - Top (234 X 60)
 - Times (120 X 90)
 - Bottom (468 X 60)
- Premium Targeted Pages:
 - Top (234 X 60)
 - Times (120 X 90)
 - Bottom (468 X 60)
- Base Targeted Pages:
 - Top (234 X 60)
 - Times (120 X 90)
 - Bottom (468 X 60)
- Run-of-Air:
 - Top (234 X 60)
 - Times (120 X 90)
 - Bottom (468 X 60)
- Sponsorships
 - Home Page
 - Targeted Pages

Featured Positions:

- Home Page 1
- Home Page 2
- Home Page 3
- Home Page 4
- Home Page 5-11
- Targeted Pages 1
- Targeted Pages 2
- Targeted Pages 3
- Targeted Pages 4
- Targeted Pages 5-11

Links:

Part 2

- Video Streaming*
- Streamed Audio Ad**
- Video Tour Package***

Live streamed video and audio are available upon request and will be priced based on station traffic.

*For a one minute video. Does not include video production costs.
 **For a one minute audio. Does not include air to production costs.
 ***Includes a one minute video tour, rotating Run-of-Air banners with link, and enhanced business listing

Part 3

- On-Site Changes
- Photo manipulation
- Logo manipulation
- Additional edits
- Video production (one minute video tour)



Logo design
 Web audio ad
 Check processing fee



CONFIDENTIALITY

1. **Confidential Information.** "Confidential Information" means any information regarding the method and process used by InterTech to create and maintain the Licensed Sites. Notwithstanding the foregoing, Confidential Information does not include any information which (i) is in the public domain at the time communicated to the Recipient, or which becomes public through no fault of the Recipient; (ii) was or becomes available to the Recipient on a non-confidential basis from a person not known to be bound by a confidentiality agreement or some other obligation of secrecy; (iii) was otherwise independently acquired or developed by the receiving party without violating its obligations hereunder; or (iv) the Recipient can demonstrate was lawfully in its possession free of any duty to the Provider before the date of disclosure to the Recipient by the Provider. In the event either party is required by law, applicable regulation or judicial process to disclose all or any portion of the Confidential Information, the party required to disclose such information shall be permitted to disclose only such portion of the Confidential Information which it is advised by counsel to disclose.

2. **Confidentiality.** Without the prior written approval of the Provider, the Recipient agrees not to disclose, directly or indirectly, Confidential Information except to officers, directors, employees, advisors, parent and affiliated companies of Recipient; and agents of the Recipient (collectively "Representatives"), who are required to have such Confidential Information in order to perform their functions in connection with the limited purposes set out in the Internet Site License Agreement (it being understood that prior to such disclosure the Representatives noted herein will be informed of the confidential nature of the Confidential Information and shall agree to be bound by the Internet Site License Agreement as if they were parties hereto). Confidential Information may be used only for the purposes of performing a parties' obligations under the Internet Site License Agreement. Any Confidential Information disclosed shall be held confidential by the individuals and entities to whom it is disclosed and shall not be further disclosed by those individuals or entities. The Recipient shall exercise the level of care it would exercise to safeguard its own Confidential Information with regard to Confidential Information received from the Provider. This duty shall include, but is not limited to, advising individuals and entities to whom Confidential Information is disclosed of their obligations to maintain confidentiality under the Internet Site License Agreement, including this Appendix "A". Nothing in this Appendix "A" shall be construed as granting any license or right under any patent, copyright, trade secret or otherwise, nor shall the provisions of this Appendix "A" impair the right of either party to contest the scope, validity, or alleged infringement of any patent, copyright, trademark, or trade secret. Recipient acknowledges that the Provider's Confidential Information is, and shall continue to be, the exclusive property of the Provider.

3. **Survival of Confidentiality Obligations.** Notwithstanding any provision in the Internet Site License Agreement to the contrary, the obligations set out in this Appendix "A" ("Confidentiality") shall be in force from the date of the Internet Site License Agreement, for the Term of the Internet Site License Agreement, and for a period of two (2) years following expiration of the Term of the Internet Site License Agreement.

Appendix B

INDEMNIFICATION

1. **Indemnification by Licensee.** Licensee will indemnify and hold InterTech, its Affiliates and their officers, directors and employees harmless from and against any and all Damages resulting from or arising out of (a) the Licensed Sites or any other activities of Licensee, including infringement of any third Person Intellectual Property Rights or a claim of unfair competition; provided, that (i) the relevant claim does not arise from any modification to Licensee Content by a Person other than Licensee; (ii) the relevant claim does not concern Licensee Content that Licensee notified InterTech in writing, at least one week prior to first use, should not be used; and (iii) if the claim is based upon content obtained from a Third Party Provider, Licensee's only obligation to InterTech will be to assign to InterTech the indemnity, if any, which Licensee received from the Third Party Provider, if such indemnity is assignable; (b) any misrepresentation or breach of representation or warranty of Licensee contained herein; or (c) any breach of any covenant or Internet Site License Agreement to be performed by Licensee hereunder; (d) any disputes involving domain name use or registration; or (e) Licensee's provision of any goods or services through InterTech's Internet facilities. Upon request, Licensee shall advise InterTech what Intellectual Property licenses it believes, in good faith, may be required, and provide InterTech with complete and accurate copies thereof.
2. **Indemnification by InterTech.** InterTech will indemnify and hold Licensee and its Affiliates and their respective officers, directors and employees harmless from and against any and all Damages resulting from or arising out of (a) claims that the InterTech Content or the InterTech Marks infringes any third Person Intellectual Property Rights; provided, that (i) the relevant claim does not arise from any modification to the InterTech Content by a Person other than InterTech; (ii) the relevant claim does not concern InterTech Content that InterTech notified Licensee in writing, at least one week prior to first use, should not be used; and (iii) if the claim is based upon content obtained from a Third Party Provider, InterTech's only obligation to the Licensee will be to assign to the Licensee the indemnity, if any, which InterTech received from the Third Party Provider, if such indemnity is assignable; (b) any misrepresentation or breach of representation or warranty of InterTech contained herein; or (c) any breach of any covenant or Internet Site License Agreement to be performed by InterTech hereunder. Upon request, InterTech shall advise Licensee what Intellectual Property licenses it believes, in good faith, may be required, and provide Licensee with complete and accurate copies thereof.
3. **Notice of Indemnification.** A party seeking indemnification pursuant to this Appendix "B" (an "**Indemnified Party**") from or against the assertion of any claim by a third Person (a "**Third Person Assertion**") will give prompt notice to the party from whom indemnification is sought (the "**Indemnifying Party**"); provided, however, that failure to give prompt notice will not relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered actual material prejudice by such failure).
4. **Assumption of Defense.** Within five (5) Business Days of receipt of notice from the Indemnified Party pursuant to Paragraph 3 of this Appendix, the Indemnifying Party will have the right, exercisable by written notice to the Indemnified Party, to assume the defense of a Third Person Assertion. If the Indemnifying Party assumes such defense, the Indemnifying Party may select counsel, which counsel will be reasonably acceptable to the Indemnified Party.
5. **Failure to Defend.** If the Indemnifying Party (a) does not assume the defense of any Third Person Assertion in accordance with Paragraph 4 of this Appendix; (b) having so assumed such defense, unreasonably fails to defend against such Third Person Assertion; or (c) has been advised by the written opinion of counsel to the Indemnified Party that the use of the same counsel to represent both the Indemnifying Party and the Indemnified Party would present a conflict of interest, then, upon five (5) days' written notice to the Indemnifying Party, the Indemnified Party may assume the defense of such Third

Person Assertion. In such event the Indemnified Party will be entitled under this Appendix "B" as part of its Damages to indemnification for the costs of such defense.

6. **Settlement.** The party controlling the defense of a Third Person Assertion, will have the right to consent to the entry of judgment with respect to, or otherwise settle, such Third Person Assertion with the prior written consent of the other party, which consent will not be unreasonably withheld; provided, however, that such other party may withhold its consent if any such judgment or settlement imposes a monetary obligation on such other party that is not covered by the indemnification, imposes any material non-monetary obligation, or does not include an unconditional release of such other party and its Affiliates from all claims of the Third Person Assertion. The Indemnifying Party shall reimburse the other party for any amount paid by the other party in settlement of claims or in satisfaction of judgments; and for all expenses incurred in that regard, including, but not limited to, reasonably attorney's fees and costs of litigation.

7. **Participation.** The Indemnifying Party and the Indemnified Party will cooperate, and cause their respective Affiliates to cooperate, in the defense or prosecution of any Third Person Assertion. The Indemnifying Party or the Indemnified Party, as the case may be, will have the right to participate, at its own expense, in the defense or settlement of any Third Person Assertion.

DEFINITIONS

1. **"Affiliate"** means, with respect to any given entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity.
2. **"Business Day"** means a day that banks are open for business in New York City.
3. **"Co-brand"** means to display the name, logo, trademark or other identifier ("Identifiers") of another Person (except that Licensee may display Identifiers on behalf of paid advertisers) on the Licensed Sites in such a manner as to give the viewer the impression that such other Person is a publisher or Licensee of the content on the Licensed Sites.
4. **"Intellectual Property Rights"** means any patent, design right, copyright, trademark, service mark (and any application or registration respecting the foregoing), database right, trade secret, know-how and/or other present or future intellectual property right of any type, worldwide.
5. **"Licensed Site"** means the website to be created, stored and maintained by InterTech for Licensee pursuant to the terms of the Internet Site License Agreement.
6. **"Licensee Content"** means the text, information, data, images (still and/or moving) and sound recordings transmitted to InterTech by Licensee for display on any Licensed Site.
7. **"Licensee-Owned Content"** means all text, information, images (still and/or moving) and sound recordings related to each Territory that are created by Licensee for display on a Licensed Site. Notwithstanding the foregoing, Licensee-Owned Content shall not include any business or event data listings created or compiled by Licensee, or any Licensee correction, change, revision, addition, deletion, rearrangement, improvement or other modification of the business or event data or listings owned, created, or compiled by InterTech.
8. **"Person"** means any individual, corporation, limited-liability company, partnership, firm, joint venture, association, joint-stock company, trust, or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.
9. **"Third Party Providers"** means Persons other than InterTech or Licensee whose text, information, data, images (still and/or moving), sound recordings, equipment, services or software are used by InterTech in the normal course of business.
10. **"InterTech Content"** means the text, information (including business and event listings), data, images (still and/or moving) and sound recordings created or licensed by InterTech to Licensee for display on a Licensed Site.
11. **"InterTech Marks"** means all logos, names, trademarks and service marks of InterTech and its Affiliates, including the marks used on and in connection with the Licensed Sites.

Francine Rall

From: Margaret J Nuanez
Sent: Wednesday, September 04, 2002 2:52 PM
To: Francine Rall
Subject: FW: Bulk Order#10301

-----Original Message-----

From: Rusty Burchfield [mailto:rburchfield@liveradio.com]
Sent: Wednesday, September 04, 2002 10:10 AM
To: Margaret J Nuanez
Subject: FW: Bulk Order#10301

Margaret,
Please forward this email to Francine for her records.

**Francine- here's an email confirming the Colorado websites that we recently renewed. If you have any questions, please let me know. This is just "Backup" confirming our payment.

Yours,
Rusty

-----Original Message-----

From: Customer Support [mailto:support@droamerica.com]
Sent: Wednesday, September 04, 2002 7:00 AM
To: management@liveradio.com
Subject: Bulk Order#10301

Thank you for your order with the Domain Registry of America, America's fastest growing Domain Registrar. We take pride in offering you superior customer service and competitive pricing.

The following are the domain names:

Domain name(username) Order No	Price	Term	renew/register
kkchradio.com			2
year(s) renew	214147		2
ksmtradio.com			2
year(s) renew	214148		2
ktunradio.com			2
year(s) renew	214149		2
kspnradio.com			2
year(s) renew	214150		2
knforadio.com			2
year(s) renew	214151		

For each of the domains you will receive an email, this will contain instructions to continue the renewal process or information on managing newly registered domains.

Your check  has been received for bulk order #10301.

-Domain Registry of America
support@droamerica.com

Customer Service can be reached by calling 1-866-434-0212. Please have your Order Numbers ready when calling.

9/4/2002 9:59:29 AM

ORDER FORM

Please check the boxes of the domain names you would like to renew or register

ktunradio.com	2 Year	\$30.00 <input checked="" type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
ktunradio.us	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
ktunradio.net	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
ktunradio.org	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
ktunradio.info	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
ktunradio.biz	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
kkcnradio.com KKCHRADIO.COM	2 Year	\$30.00 <input checked="" type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
kkcnradio.us	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
kkcnradio.net	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
kkcnradio.org	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
kkcnradio.info	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
kkcnradio.biz	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
kspnradio.com	2 Year	\$30.00 <input checked="" type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
kspnradio.us	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
kspnradio.net	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
kspnradio.org	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
kspnradio.info	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
kspnradio.biz	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
kzyrradio.com	2 Year	\$30.00 <input checked="" type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
kzyrradio.us	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
kzyrradio.net	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
kzyrradio.org	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
kzyrradio.info	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
kzyrradio.biz	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
ksmtradio.com	2 Year	\$30.00 <input checked="" type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
ksmtradio.us	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
ksmtradio.net	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
ksmtradio.org	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
ksmtradio.info	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
ksmtradio.biz	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
ksnoradio.com	2 Year	\$30.00 <input checked="" type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
ksnoradio.us	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
ksnoradio.net	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
ksnoradio.org	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
ksnoradio.info	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>
ksnoradio.biz	2 Year	\$30.00 <input type="checkbox"/>	or	5 Year	\$75.00 <input type="checkbox"/>

knforadio.com
 knforadio.us
 knforadio.net
 knforadio.org
 knforadio.info
 knforadio.biz

2 Year	\$30.00	or	5 Year	\$75.00	<input type="checkbox"/>	
2 Year	\$30.00	<input type="checkbox"/>	or	5 Year	\$75.00	<input type="checkbox"/>
2 Year	\$30.00	<input type="checkbox"/>	or	5 Year	\$75.00	<input type="checkbox"/>
2 Year	\$30.00	<input type="checkbox"/>	or	5 Year	\$75.00	<input type="checkbox"/>
2 Year	\$30.00	<input type="checkbox"/>	or	5 Year	\$75.00	<input type="checkbox"/>
2 Year	\$30.00	<input type="checkbox"/>	or	5 Year	\$75.00	<input type="checkbox"/>

(5) Total number of 2yr registrations @ \$30.00 = ~~180~~ 150⁰⁰
 Total number of 5yr registrations @ \$75.00 = _____
 Sub-total _____
 Total \$ _____

If paying by credit card, please enter your information below:

Card number _____

Expiry: _____

Signature _____

All the above registration names include free DNS, URL and email forwarding to your original website.

Please provide us with your current email address: MANAGEMENT@LIVERADIO.COM

Schedule 1.1(e)

Leases

Schedule 1.1(e)

Leases

1. AT&T Cable Services and Heritage Cablevision, dated December 1, 1999;
2. Colorado High Country Cellular (AT&T Wireless) and Moss Entertainment Corp., dated October 13, 1994;
3. Mountain Top Management, Inc. (American Tower) and Salisbury Broadcasting Colorado, LLC, dated April 15, 1999;
4. American Tower and KSKE, LLC, dated January 1, 2000;
5. Burchholz Family Partnership, Ltd. and Salisbury Broadcasting Colorado, LLC, dated September 1, 2000;
6. Castle Peak Ranch and American General Media, dated April 16, 2003;
7. Clipper Vics and AGM Radio Group, dated November 20, 2000;
8. Dady, John, Translator rent for KRMR-Emerald Peak, dated December 28, 2002;
9. County of Eagle, State of Colorado and Mountain High Communications d/b/a KMQT, dated March 3, 1992;
10. Innovative Communications, Inc. d/b/a Fones West and Mount High Communications, Inc. d/b/a KQMT, dated August 25, 1994;
11. Forest Service, Lower Doud Junction, Special Use Permit/KTUN, dated January 18, 1988;
12. Forest Service, Special use permit, Thunderhead Site-KFMU, dated February 21, 1994;
13. Forest Service, Special use permit, Red Mountain-KSPN, dated February 18, 1987;
14. McBride, John P. and AGM-Rocky Mountain Broadcasting, LLC, dated June 20, 2002;
15. Oates, Cherie G. and Moss Entertainment, dated July 1, 1987;
16. Mountain Office Park and EBSS, LLC, dated September 14, 1998;
17. Ortons on Emerald Mountain, LLC and KFMU, dated October 1, 2001;
18. Pearsons Communications, Ltd. and Salisbury Broadcasting Colorado, LLC, dated January 1, 2000;
19. Pitkin County, Colorado and ABC (Joint Use Agreement), dated February 27, 1987;
20. POW Inc. and Salisbury Broadcasting Colorado, LLC, dated July 1, 2001;
21. Stagecoach Ski Corp., Chermi Communications and KFMU. L.P., dated December 1, 1978;
22. Summit Public Radio and TV, Inc. and Salisbury Broadcasting of Colorado, dated February 1, 2003; and
23. Turtle Frog, L.L.C. and AGM-Rocky Mountain Radio, LLC, dated December 10, 1998 (Monthly rent split between Salisbury and AGM-RMB; See AGM-RMB Schedule 1.1(e)).

Schedule 1.2
Excluded Assets

Schedule 1.2

Excluded Assets

None.

Schedule 6.2(b)
Conflicts/Consents

Salisbury Broadcasting

Leases/Contract needing third party notification

American Tower/KSPN&KNFO (two leases)-prior written consent
AT&T Cable (Heritage Cablevision)-KTUN-prior written consent
AT&T Wireless(Co. High Cellular)-KNFO-prior written consent
Burchholz Family Partnership-if license is sold or merges w/another entity, \$5,000 to be paid to Burchholz. Agreement has to be approved before assigning & fees and lease conditions can be changed.
Castle Peak Ranch-KTUN-prior written consent
Clipper Vics-new lease coming-prior written consent
Eagle County Airport-prior written consent
Fones West-prior written consent
Forest Servies-Lower Dowd non-transfereable, nothing about assigning
Forest Service-Thunderhead-not transferable
Forest Service-Red Mtn. not transfereable
Mountain Office Park-prior written consent
John McBride-prior written consent
Cherie Oates/KSPN-agreement between Oates & Pitkin County nothing about assigning
Ortons on Emerald Mountain-prior written consent
Pearsons-cannot assign unless part of a sale, following FCC approval.
Pitkin County/Recreation Broadcasting-prior written notification
POW, Inc-non assignable
Summit Public Radio-prior written consent
ABC-Sean Hannity Show-prior written consent
Intertech Media-station deleted frm schedule @ sale date
Med-Ved-Chevy Crew Cab-need prior written consent
Pitney Bowes-Aspen postage machine-notify of change in ownership
Pitney Bowes-KFMU postage machine-notify of change in ownership
Premiere Radio Network-prior written consent
RCS-non transferable
Studio J Productions-prior written consent
Greatful Dead Hour-non-transferable
US West Centrex 21-notify of change in ownership
Wicks (Data Count)-need prior written consent
Waitt Radio Networks-notification
Westwood One-need assignments for all contracts
Who Did That Music?-needs assignment

Schedule 6.10

Liens

Schedule 6.10

Liens

Lien of Mercantile Safe Deposit and Trust Co. will be released on or before Closing.

Schedule 6.13

Taxes

Schedule 6.13

Taxes

None.

Schedule 6.14
Insurance Policies

Schedule 6.14

Insurance

See attached.

**SALISBURY BROADCASTING - COLORADO, LLC
2002 2003 SUMMARY OF INSURANCE**

1

COMMERCIAL PACKAGE

NAMED INSURED

Salisbury Broadcasting - Colorado, LLC

ADDRESS

P.O. Box 2700 Bakersfield, CA 93303

INSURANCE COMPANY

Royal Indemnity Company (Royal & SunAlliance)

POLICY NUMBER

[REDACTED]

TERM

August 1, 2002 - August 1, 2003

COVERED LOCATIONS

See attached schedule

**ANNUAL PACKAGE PREMIUM (INCLUDES PROPERTY, GENERAL LIABILITY AND
AUTOMOBILE)**

[REDACTED] (subject to audit)
[REDACTED] Installment Charges

[REDACTED] Total

THIS IS A BRIEF SUMMARY FOR INFORMATIONAL PURPOSES ONLY. Refer to the policy for a complete statement of terms, conditions, exclusions and limitations regarding coverage.

**SALISBURY BROADCASTING - COLORADO, LLC
2002 2003 SUMMARY OF INSURANCE**

COMMERCIAL PACKAGE (CONTINUED)

PROPERTY

CURRENT COVERAGE	CURRENT LIMITS
Real Property, Business Personal Property, Transmission Towers, Transmission Equipment, EDP Equipment, Business Interruption and Mobile Broadcasting Equipment	[REDACTED]
SUBLIMITS	
Extra Expense	[REDACTED]
Mobile Equipment	[REDACTED]
Property of Others	[REDACTED]
Terrorist Activities	[REDACTED]
EXTENSIONS OF COVERAGE	
Accounts Receivable	[REDACTED]
Consequential Damage	[REDACTED]
Fire Department Charge	[REDACTED]
Personal Effects	[REDACTED]
Valuable Papers	[REDACTED]
Pollutant Clean Up and Removal	[REDACTED]
Property Off Premises	[REDACTED]
Outdoor Property - per tree or shrub	[REDACTED]
Outdoor Property - maximum	[REDACTED]
Newly Acquired Property	[REDACTED]
Tuning of Towers	[REDACTED]
	25% of coverage Amount of Expense

DEDUCTIBLE

[REDACTED]

24 Hours for Business Income

Please see attached schedule for specific locations.

Please note: the Total Insured Value of [REDACTED] is in the process of being amended according to the revised Statement of Values and the Business Income Worksheets recently submitted (copies attached at back of summary).

THIS IS A BRIEF SUMMARY FOR INFORMATIONAL PURPOSES ONLY. Refer to the policy for a complete statement of terms, conditions, exclusions and limitations regarding coverage.

SALISBURY BROADCASTING - COLORADO, LLC
2002 2003 SUMMARY OF INSURANCE

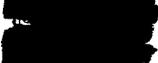
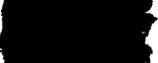
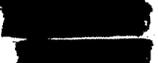
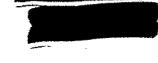
3

COMMERCIAL PACKAGE (CONTINUED)

GENERAL LIABILITY

Coverage for the insured's legal liability to pay for damages because of the bodily injury or property damage, caused by an occurrence, during the policy period and which takes place within the policy territory.

LIMITS OF LIABILITY

 General Aggregate Limit (other than Products-Completed Operations)
 Products/Completed Operations Aggregate Limit
 Personal Injury and Advertising Injury Liability Limit
 Each Occurrence Limit
 Property Damage to Rented Premises Limit (Fire Legal Liability)
 Medical Expense Limit, any one person

Liability Coverage Includes:

- Contractual Liability
- Products/Completed Operations Liability
- Personal Injury Liability
- Advertising Injury Liability
- Host Liquor Liability
- Broad Form Property Damage Liability
- Non-Owned Watercraft Liability (under 50 feet in length)
- Employees as additional insureds (while acting within the scope of their employment)
- Limited Worldwide Liability (suits brought in the U.S. or Canada)
- Extended Bodily Injury Liability

THIS IS A BRIEF SUMMARY FOR INFORMATIONAL PURPOSES ONLY. Refer to the policy for a complete statement of terms, conditions, exclusions and limitations regarding coverage.

SALISBURY BROADCASTING - COLORADO, LLC
2002 2003 SUMMARY OF INSURANCE

4

COMMERCIAL PACKAGE (CONTINUED)

AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE

COVERAGE

Indemnifies against bodily injury and property damage to others arising out of ownership, maintenance and use of any owned, hired or non-owned automobile

LIMITS OF LIABILITY

██████████ Combined Single Limit for Bodily Injury and Property Damage
Liability for owned, leased, non-owned or hired
██████████ Auto Medical Payments per person - owned autos
██████████ Uninsured Motorists Limit - owned autos

DEDUCTIBLES

██████████ ACV Comprehensive - Owned Autos
██████████ ACV Collision - Owned Autos

VEHICLES

2001 Ford F150, VIN 1FTRW08681KB30943

THIS IS A BRIEF SUMMARY FOR INFORMATIONAL PURPOSES ONLY. Refer to the policy for a complete statement of terms, conditions, exclusions and limitations regarding coverage.

METRO/RISK, Inc.

September 2002

SALISBURY BROADCASTING - COLORADO, LLC
2002 2003 SUMMARY OF INSURANCE

5

WORKERS' COMPENSATION/EMPLOYER'S LIABILITY

NAMED INSURED

Salisbury Broadcasting - Colorado, LLC

ADDRESS

P.O. Box 2700, Bakersfield, CA 93303

INSURANCE COMPANY

Pinnacol Assurance

POLICY NUMBER

4059737

TERM

August 1, 2002 - August 1, 2003

COVERAGE AND LIMITS OF LIABILITY

Workers Compensation

Covers all amounts due and all benefits required by state law.

Employers Liability

Covers all legal liability resulting from bodily injury by accident or disease, to any employee, arising out of and in the course of employment.

 Bodily Injury by Accident - Each Accident

 Bodily Injury by Disease - Each Employee

 Bodily Injury by Disease - Policy Limit

EXPERIENCE MODIFICATION

None

ESTIMATED PAYROLL AT INCEPTION

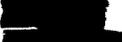
Classification	State	Estimated Annual Payroll
7610 - Radio or Television Broadcasting Station	Colorado	

CANCELLATION

If the policy is canceled by the insurance company, 10 days notice will be given.

PREMIUM

 Estimated Annual Premium

 Policy Fee

 Total Estimated Annual Premium

THIS IS A BRIEF SUMMARY FOR INFORMATIONAL PURPOSES ONLY. Refer to the policy for a complete statement of terms, conditions, exclusions and limitations regarding coverage.

METRO/RISK, Inc.

September 2002

**SALISBURY BROADCASTING - COLORADO, LLC
2002 2003 SUMMARY OF INSURANCE**

6

UMBRELLA LIABILITY

NAMED INSURED

Salisbury Broadcasting - Colorado, LLC

ADDRESS

P.O. Box 2700, Bakersfield, CA 93303

INSURANCE COMPANY

Globe Indemnity Company (Royal & SunAlliance)

POLICY NUMBER

GLA387737

TERM

August 1, 2002 - August 1, 2003

LIMIT OF LIABILITY

██████████ Per Occurrence

██████████ Aggregate

██████████ Self Insured Retention

MAJOR EXCLUSIONS

- Asbestos
- Pollution
- ERISA
- Year 2000 Exclusion
- Property in your care, custody and control
- Nuclear Energy Liability
- Professional Liability
- Broadcasting, Telecasting, Publishing & Advertising Activities Limitation

PREMIUM

██████████ Flat Term Premium

THIS IS A BRIEF SUMMARY FOR INFORMATIONAL PURPOSES ONLY. Refer to the policy for a complete statement of terms, conditions, exclusions and limitations regarding coverage.

SALISBURY BROADCASTING-COLORADO, LLC
PROPERTY SCHEDULE - VALUED AS OF 8/1/02

LOC. #	ADDRESS	RADIO STATION	OCCUPANCY	TRANSMISSION TOWERS	TRANSMISSION EQUIPMENT	REAL PROPERTY	BUSINESS PERSONAL PROPERTY	BDP EQUIPMENT	LOSS OF INCOME
1	402 AABC Aspen, CO 81611	KSPN KNFO	Office	No Coverage	[REDACTED]	No Coverage	[REDACTED]	[REDACTED]	[REDACTED]
2	Lower Red Mountain Aspen, CO	KSPN	Transmitter Site	No Coverage	[REDACTED]	No Coverage	No Coverage	No Coverage	No Coverage
3	Williams Hill Aspen, CO	KNFO	Transmitter Site	No Coverage	[REDACTED]	No Coverage	No Coverage	No Coverage	No Coverage
4	182 Avon Road Avon, CO 81620	KTUN	Office	No Coverage	[REDACTED]	No Coverage	[REDACTED]	[REDACTED]	[REDACTED]
5	Lower Castle Peak Eagle, CO	KTUN	Transmitter Site	\$30,900	[REDACTED]	No Coverage	No Coverage	No Coverage	No Coverage
6	2855 Village Drive Steamboat Springs, CO	KFMU KRMR	Office	No Coverage	[REDACTED]	No Coverage	[REDACTED]	[REDACTED]	[REDACTED]
7	Stagecoach Mountain Oak Creek, CO	KFMU	Transmitter Site/ 2 Storage Bldgs.	\$63,654	[REDACTED]	[REDACTED]	No Coverage	No Coverage	No Coverage
8	Emerald Mountain Steamboat Springs, CO	KFMU KRMR	Translator	No Coverage	[REDACTED]	No Coverage	No Coverage	No Coverage	No Coverage
9	Lookout Mountain Glenwood Springs, CO	KSPN	Translator	No Coverage	[REDACTED]	No Coverage	No Coverage	No Coverage	No Coverage
10	Ajax Mountain Aspen, CO	KTUN	Translator	No Coverage	[REDACTED]	No Coverage	No Coverage	No Coverage	No Coverage
11	Lower Dowd Eagle, CO	KTUN	Translator	No Coverage	[REDACTED]	No Coverage	No Coverage	No Coverage	No Coverage
12	East Beacon Eagle, CO	KTUN	Translator	No Coverage	[REDACTED]	No Coverage	No Coverage	No Coverage	No Coverage
13	Baldy Mountain Breckenridge, CO	KTUN	Translator	No Coverage	[REDACTED]	No Coverage	No Coverage	No Coverage	No Coverage
14	42010 Routt County Road 78 Hayden, CO	KRMR	Transmitter Site	No Coverage	[REDACTED]	No Coverage	No Coverage	No Coverage	No Coverage
15	626 County Road #45 Silverthorne, CO (Summit County)	KTUN	Translator	No Coverage	[REDACTED]	No Coverage	No Coverage	No Coverage	No Coverage
16	Questa Peak, CA 93303	KKAL	Tower	No Coverage	[REDACTED]	No Coverage	No Coverage	No Coverage	No Coverage
17	4115 Broad Street San Luis Obispo, CA 93401	KWWV KKAL	Office	No Coverage	No Coverage	No Coverage	[REDACTED]	No Coverage	No Coverage
	TOTAL								
	Mobile Equipment*								
	Property of Others*								
	Extra Expense*								
	BLANKET LIMIT								

*These coverages make up a part of the Blanket Property Limit, but are additional coverages provided by Royal at no additional charge.