

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT is dated as of the \_\_\_\_ of September, 2008, by and between MARIA CANDALARIA (hereinafter "Seller"), and MBC of Texas-KGGR, Inc., a Texas corporation, ("Buyer").

### RECITALS

A. Seller is the licensee of K273BJ (FX) Dallas, Texas, Facility ID#142328 (the "Station") and owns the tangible assets used and utilized in the operation of the Station.

B. Seller desires to sell, and Buyer desires to buy, all the assets that are used or useful in the business or operations of the Station, for the price and on the terms and conditions set forth in this Agreement.

### AGREEMENT

In consideration of the above recitals and of the mutual agreements and covenants contained in this Agreement, Buyer and Seller, intending to be bound legally, agree as follows:

#### SECTION 1 - DEFINITIONS

The following terms, as used in this Agreement, shall have the meanings set forth in this Section:

"Assets" means the assets to be sold, transferred, or otherwise conveyed to Buyer under this Agreement, as specified in Section 2.1.

"Assumed Contracts" means (i) all Contracts listed in Schedule 3.4 and (ii) any Contracts entered into by Seller between the date of this Agreement and the Closing Date that Buyer agrees in writing to assume.

"Consents" means the consents, permits, or approvals of government authorities and other third parties necessary to transfer the Assets to Buyer or otherwise to consummate the transactions contemplated by this Agreement.

"FCC" means the Federal Communications Commission.

"FCC Consent" means action by the FCC granting its consent to the assignment of the FCC Licenses to Buyer as contemplated by this Agreement.

"FCC Licenses" means all Licenses (including modifications, renewals and extensions thereof) issued by the FCC to Seller in connection with the business or operations of the Station.

"Final Order" means an action by the FCC that has not been reversed, stayed, enjoined, set aside, annulled, or suspended, and with respect to which no requests are pending for administrative or judicial review, reconsideration, appeal, or stay, and the time for filing any such requests and the time for the FCC to set aside the action on its own motion have expired.

"Intangibles" means all FCC Call Signs, domain names, URL registrations, copyrights, trademarks, trade names, service marks, service names, licenses, patents, permits, jingles, proprietary information, technical information and data, machinery and equipment warranties, and other similar intangible property rights and interests (and any goodwill associated with any of the foregoing) applied for, issued to, or owned by Seller or under which Seller is licensed or franchised and which are used or useful in the business and operations of the Station, together with any additions thereto between the date of this

Agreement and the Closing Date.

"Licenses" means all licenses, permits, and other authorizations issued by the FCC, the Federal Aviation Administration, or any other federal, state, or local governmental authorities to Seller in connection with the conduct of the business or operations of the Station, together with any additions thereto between the date of this Agreement and the Closing Date.

"Tangible Personal Property" means all machinery, equipment, tools, vehicles, furniture, leasehold improvements, office equipment, plant, inventory, spare parts, and other tangible personal property which are listed on Schedule 3.3 together with any additions thereto between the date of this Agreement and the Closing Date, and less any deletions therefrom arising in the ordinary course of business between the date hereof and the Closing Date, all of which are "where is, as is".

## SECTION 2. PURCHASE AND SALE OF ASSETS

2.1 Agreement to Sell and Buy. Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, transfer, and deliver to Buyer on the Closing Date, and Buyer agrees to purchase, all of the Assets, together with any additions thereto between the date of this Agreement and the Closing Date, but excluding the assets described in Section 2.2, and those assets disposed of in the ordinary course of business between the date hereof and the Closing Date; provided, however, that any material assets disposed of must be replaced with assets of comparable value and use, free and clear of any claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges, or encumbrances of any nature whatsoever (except for those arising pursuant to the terms of the Assumed Contracts or liens for current taxes not yet due and payable), including the following:

- (a) The Tangible Personal Property;
- (b) The Licenses; and any pending applications associated with same;
- (c) The Assumed Contracts;
- (d) The Intangibles, and all intangible assets of Seller relating to the Station that are not specifically included within the Intangibles, including the goodwill of the Station, if any;
- (e) All books and records relating solely to the business or operations of the Station, including executed copies of the Assumed Contracts, and all records required by the FCC to be kept by the Station, subject to the right of Seller to have such books and records made available to Seller for a reasonable period, not to exceed three (3) years after the Closing Date.

2.2. Purchase Price. The Purchase Price for the Assets shall be One Hundred Thousand Dollars (\$100,000.00) paid at Closing by Buyer to Seller

2.3 Additional Purchase Price. The Station is licensed to operate pursuant to technical parameters set forth in BLFT-20071025AEO. The Station is currently silent pursuant to silent authority granted under File No: BLSTA-20080505AAB. In the event the Station operates in accordance with licensed parameters of BLFT-20071025AEO for a period of 365 consecutive days from the date of Closing hereunder during which time the FCC seeks to revoke or rescind the license authorized herein because of interference complaints, then no Additional Purchase Price shall be paid. If the FCC requires the reduction of power from that authorized in BLFT-20071025AEO because of interference complaints within the 365 days of Closing, then the Additional Purchase Price shall be reduced pro-rata commensurate with the reduction of power. If no action is taken by the FCC for a period of 365 days from the date of Closing, then the Additional Purchase Price of \$100,000.00 is due within 30 days of the 1<sup>st</sup> anniversary of Closing.

2.4 Prorations. The Purchase Price shall be increased or decreased as required to effectuate the proration of expenses. All expenses arising from the operation of the Station, including business and license fees, utility charges, real and personal property taxes and assessments levied against the Assets, property and equipment rentals, applicable copyright or other fees, sales and service charges, taxes (except for taxes arising from the transfer of the Assets under this Agreement), FCC annual regulatory fees, ASCAP, BMI and SESAC licenses and similar prepaid and deferred items, shall be prorated between Buyer and Seller in accordance with the principle that Seller shall be responsible for all expenses, costs, and liabilities allocable to the period prior to the Closing Date, and Buyer shall be responsible for all expenses, costs, and obligations allocable to the period on and after the Closing Date.

2.5. The Purchase Price shall be allocated among the Assets by mutual agreement of Buyer and Seller in a writing executed at Closing. .

### SECTION 3 – SELLER’S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as follows:

3.1 This Agreement has been duly executed and delivered by Seller and constitute the legal, valid, and binding obligations of Seller, enforceable against it in accordance with their respective terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally, and by judicial discretion in the enforcement of equitable remedies.

3.2. Schedule 3.2 includes a true and complete list of the Licenses. The Licenses have been validly issued, and Seller is the authorized legal holder thereof. The Licenses are in full force and effect.

3.3. Schedule 3.3 lists all material items of Tangible Personal Property. Seller owns and has good title to each item of Tangible Personal Property, and none of the Tangible Personal Property owned by Seller is subject to any security interest, mortgage, pledge, conditional sales agreement, or other lien or encumbrance, except for liens for current taxes not yet due and payable or as described on Schedule 3.3. Each item of Tangible Personal Property is available for immediate use in the business and operations of the Station. All items of transmitting and studio equipment included in the Tangible Personal Property are in good working order and operating condition, reasonable wear and tear excepted.

3.4. Schedule 3.4 is a true and complete list of all Assumed Contracts. Seller has delivered to Buyer true and complete copies of all Assumed Contracts. Other than the Assumed Contracts listed on Schedule 3.4 Seller requires no contract, lease, or other agreement to enable it to carry on its business as now conducted. Except for the need to obtain the Consents listed in Schedule 3.5, Seller has full legal power and authority to assign its rights under the Assumed Contracts to Buyer in accordance with this Agreement, and such assignment will not affect the validity, enforceability, or continuation of any of the Assumed Contracts.

3.5. Except for the FCC Consent provided for in Section 6.1, and the Consents described in Schedule 3.5, no consent, approval, permit, or authorization of, or declaration to or filing with any governmental or regulatory authority, or any other third party is required (i) to consummate this Agreement and the transactions contemplated hereby, (ii) to permit Seller to assign or transfer the Assets to Buyer, or (iii) to enable Buyer to conduct the business and operations of the Station in essentially the same manner as such business and operations are now conducted.

3.6. Schedule 3.6 is a true and complete list of all Intangibles, all of which are valid and in good standing and to Seller's knowledge, uncontested.

3.7. All reports and statements that the Station is currently required to file with the FCC or with any other governmental agency have been filed and all reporting requirements of the FCC and other governmental authorities having jurisdiction over Seller and the Station have been complied with. All of

such reports and statements are substantially complete and correct as filed. Seller has paid to the FCC all annual regulatory fees payable with respect to the FCC Licenses required to be paid by Seller.

3.8 No lawsuit, legal action, proceeding, hearing or investigation is currently pending, or to Seller's knowledge, threatened, by any person or governmental authority as relates to the Station, the Assets or Seller's ability to consummate the transactions contemplated in this Agreement.

#### SECTION 4 – BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows:

4.1. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas. Buyer has all requisite power and authority to execute and deliver this Agreement and the documents contemplated hereby and thereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Buyer hereunder and thereunder.

4.2. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary actions on the part of Buyer. This Agreement have been duly executed and delivered by Buyer and constitute the legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

4.3. Buyer is legally and financially qualified to become licensee of the Station under the Communications Act of 1934, as amended, the rules and regulations of the FCC and Section 5301 of the Anti-Drug Act of 1988, as amended.

4.4. Buyer has the financial capacity to satisfy all of Buyer's obligations under this Agreement and the documents to be executed and exchanged at the Closing, and to perform all of Buyer's obligations at the Closing.

#### SECTION 5 - SELLER'S COVENANTS

5.1. Seller agrees that, between the date of this Agreement and the Closing Date, Seller shall operate the Station diligently in the ordinary course of business in accordance with its past practices (except where such conduct would conflict with the following covenants or with Seller's other obligations under this Agreement), and in accordance with the other covenants in this Section 5.

5.2. Seller will not enter into any contract or commitment relating to the Station or the Assets, or amend or terminate any Assumed Contract (or waive any material right thereunder), or incur any obligation (including obligations relating to the borrowing of money or the guaranteeing of indebtedness) that will be binding on Buyer after Closing, except for cash time sales agreements made in the ordinary course of business.

5.3. Seller shall not sell, assign, lease, or otherwise transfer or dispose of any of the Assets, except in the ordinary course of Seller's business, where no longer used or useful in the business or operations of the Station or in connection with the acquisition of replacement property of equivalent kind and value.

5.4. Seller shall not take any action that is inconsistent with its obligations under this Agreement or that could hinder or delay the consummation of the transactions contemplated by this Agreement.

5.5. Seller shall use its best efforts to maintain all of the Assets in their current condition and use, operate, and maintain all of the Assets in a reasonable manner and in material accordance with the terms of the FCC Licenses, all rules and regulations of the FCC and generally accepted standards of good

engineering practice.

5.6. Seller shall use its best efforts to obtain the Consents without any change in the terms or conditions of any Contract or License that could be less advantageous to the Station than those pertaining under the Contract or License as in effect on the date of this Agreement. Seller shall promptly advise Buyer of any difficulties experienced in obtaining any of the Consents and of any conditions proposed, considered, or requested for any of the Consents.

5.7 Seller shall, upon execution of this Agreement; (i) file an STA request with the FCC to relocate the authorized transmitter location for the Station to a site owned by Buyer; (ii) file an FCC Form 349 application for construction permit to modify the Station license to the same site owned by Buyer; (iii) cooperate with Buyer in constructing facilities at Buyer's tower site to operate the Station, which construction shall be at Buyer's sole expense; (iv) cooperate with Buyer to locate and enter into a retransmission agreement for the Station with an eligible FM Broadcaster; and (-v) if construction under the application in subsection (iii) hereinabove is completed prior to consummation of the Closing contemplated herein, Seller shall file FCC Form 350 Application for License to cover the construction permit described herein.

## SECTION 6 - PRIOR TO CLOSING

### 6.1.

(a) The assignment of the FCC Licenses in connection with the purchase and sale of the Assets pursuant to this Agreement shall be subject to the prior consent and approval of the FCC.

(b) Seller and Buyer shall promptly prepare an appropriate application for the FCC Consent and shall file the application with the FCC within ten (10) days of the execution of this Agreement. The parties shall prosecute the application with all reasonable diligence and otherwise use their best efforts to obtain a grant of the application as expeditiously as practicable and shall oppose any objections to the grant of the application for the FCC Consent. Each party agrees to comply with any condition imposed on it by the FCC Consent, except that no party shall be required to comply with a condition if (1) the condition was imposed on it as the result of a circumstance the existence of which does not constitute a breach by the party of any of its representations, warranties, or covenants under this Agreement, and (2) compliance with the condition would have a material adverse effect upon it.

### 6.2.

(a) The risk of any loss, damage, impairment, confiscation, or condemnation of any of the Assets from any cause whatsoever shall be borne by Seller at all times prior to the Closing.

(b) If any damage or destruction of the Assets or any other event occurs which prevents signal transmission by the Station in the normal and usual manner and Seller cannot restore or replace the Assets so that such conditions are cured and normal and usual transmission is resumed before the Closing Date, the Closing Date shall be postponed, at Buyer's option, for a period of up to ninety (90) days, to permit the repair or replacement of the damage or loss.

6.3 Seller shall not initiate, solicit or negotiate, and shall not entertain or encourage the solicitation or negotiation from another party of, any offer, proposal, inquiry or agreement involving the direct or indirect sale, lease, assignment or use of the Assets or the Station.

## SECTION 7 OBLIGATIONS AT CLOSING

7.1. All obligations of Buyer at the Closing are subject at Buyer's option to the fulfillment prior to or at the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Seller contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time, except for changes contemplated by this Agreement.

(b) Covenants and Conditions. Seller shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Consents. All Consents for the Assumed Contracts on Schedule 3.5 shall have been obtained and delivered to Buyer without any adverse change in the terms or conditions of any agreement or any governmental license, permit, or other authorization.

(d) FCC Initial Grant. The FCC Initial Grant shall have been granted without the imposition on Buyer of any conditions that need not be complied with by Buyer under Section 6.1 hereof, Seller shall have complied with any conditions imposed on it by the FCC Initial Grant. Buyer to close after Initial Grant.

(e) Governmental Authorizations. Seller shall be the holder of all Licenses and there shall not have been any modification of any License that could have a materially adverse effect on the Station or the conduct of its business and operations. No proceeding shall be pending or threatened the effect of which could be to revoke, cancel, fail to renew, suspend, or modify adversely any License.

(f) Deliveries. Seller shall have made or stand willing to make all the deliveries to Buyer set forth in Section 8.2.

(g) Adverse Change. Between the date of this Agreement and the Closing Date, there shall have been no material adverse change in the Tangible Personal Property or Licenses of the Station, including any damage, destruction, or loss affecting any assets used or useful in the conduct of the business of the Station.

7.2. All obligations of Seller at the Closing are subject at Seller's option to the fulfillment prior to or at the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time, except for changes contemplated by this Agreement.

(b) Covenants and Conditions. Buyer shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Deliveries. Buyer shall have made or stand willing to make all the deliveries set forth in Section 8.3.

(d) FCC Consent. The FCC Consent shall have been granted without the imposition on Seller of any conditions that need not be complied with by Seller under Section 6.1 hereof and Buyer shall have complied with any conditions imposed on it by the FCC Consent.

## SECTION 8 - CLOSING PROCEDURES

### 8.1.

(a) Closing Date. The Closing shall take place at 10:00 a.m. on a date, to be set by Buyer on at least five days' written notice to Seller, that is (1) not earlier than the first business day after the FCC Initial Grant, and (2) not later than ten business days following the date of the FCC Initial Grant.

subject to satisfaction or waiver of all other conditions precedent to the holding of the Closing. If Buyer fails to specify the date for Closing prior to the fifth business day after the FCC Initial Grant, the Closing shall take place on the tenth business day after the FCC Initial Grant.

(b) Closing Place. The Closing shall be held at any place that is agreed upon by Buyer and Seller.

8.2. Prior to or on the Closing Date, Seller shall deliver to Buyer the following, in form and substance reasonably satisfactory to Buyer and its counsel:

(a) Transfer Documents. Duly executed bills of sale, assignments, and other transfer documents which shall be sufficient to vest good and marketable title to the Assets in the name of Buyer, free and clear of all claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges or encumbrances, except for those arising pursuant to the terms of the Assumed Contracts or for liens for current taxes not yet due and payable;

(b) Consents. An executed copy of any instrument evidencing receipt of any Consent;

(c) Officer's Certificate. A certificate, dated as of the Closing Date, executed on behalf of Seller by an officer of Seller, certifying (1) that the representations and warranties of Seller contained in this Agreement are true and complete in all material respects as of the Closing Date as though made on and as of that date; and (2) that Seller has in all material respects performed and complied with all of its obligations, covenants, and agreements set forth in this Agreement to be performed and complied with on or prior to the Closing Date;

(d) Licenses, Contracts, Business Records, Etc. Copies of all Licenses, Assumed Contracts, blueprints, schematics, working drawings, plans, projections, engineering records, and all files and records used by Seller in connection with its operations of the Station;

8.3. Prior to or on the Closing Date, Buyer shall deliver to Seller the following, in form and substance reasonably satisfactory to Seller and its counsel:

(a) Purchase Price. The Purchase Price as provided in Section 2.3;

(b) Assumption Agreements. Appropriate assumption agreements pursuant to which Buyer shall assume and undertake to perform Seller's obligations under the Licenses and Assumed Contracts insofar as they relate to the time on and after the Closing Date or arise out of events occurring on or after the Closing Date.

(c) Officer's Certificate. A certificate, dated as of the Closing Date, executed on behalf of Buyer by an officer of Buyer, certifying (1) that the representations and warranties of Buyer contained in this Agreement are true and complete in all material respects as of the Closing Date as though made on and as of that date, and (2) that Buyer has in all material respects performed and complied with all of its obligations, covenants, and agreements set forth in this Agreement to be performed and complied with on or prior to the Closing Date;

## SECTION 9 - TERMINATION; SURVIVAL AND INDEMNIFICATION

9.1. This Agreement may be terminated by Seller and the purchase and sale of the Station abandoned, if Seller is not then in material default, upon written notice to Buyer, upon the occurrence of any of the following:

(a) Conditions. If on the date that would otherwise be the Closing Date any of the

conditions precedent to the obligations of Seller set forth in this Agreement have not been satisfied or waived in writing by Seller.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order that would prevent or make unlawful the Closing.

(c) Upset Date. If the Closing shall not have occurred by March 31<sup>st</sup>, 2009.

(d) Breach. Without limiting Seller's rights under the other provisions of this Section 9.1, if Buyer has failed to cure or commenced to cure any material breach of any of its representations, warranties or covenants under this Agreement within fifteen days after Buyer received written notice of such breach from Seller.

9.2. This Agreement may be terminated by Buyer and the purchase and sale of the Station abandoned, if Buyer is not then in material default, upon written notice to Seller, upon the occurrence of any of the following:

(a) Conditions. If on the date that would otherwise be the Closing Date any of the conditions precedent to the obligations of Buyer set forth in this Agreement have not been satisfied or waived in writing by Buyer.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any litigation, lis pendens, judgment, decree, or order that would prevent or make unlawful the Closing.

(c) Upset Date. If the Closing shall not have occurred by March 31<sup>st</sup>, 2009.

(d) Interruption of Service. If any event shall have occurred that prevented signal transmission of the Station as specified in Section 6.2 hereof.

(e) Breach. Without limiting Buyer's rights under the other provisions of this Section 9.2, if Seller has failed to cure or commenced to cure any material breach of any of its representations, warranties or covenants under this Agreement within fifteen days after Seller received written notice of such breach from Buyer.

9.3 All representations, warranties, covenants and agreements of a party under this Agreement shall survive the Closing. Each party shall defend, indemnify and hold the other party harmless of and from any loss or expense incurred or required to be paid by the other party resulting from the breach of any representation, warranty, covenant or agreement hereunder by the indemnifying party.

## SECTION 10 – NOTICES, MISCELLANEOUS

10.1. Any federal, state, or local sales or transfer tax arising in connection with the conveyance of the Assets by Seller to Buyer pursuant to this Agreement shall be paid by Seller. Buyer and Seller shall each pay one-half of all filing fees required by the FCC in connection with the FCC Consent. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution, and performance of this Agreement, including all fees and expenses of counsel, accountants, agents, and representatives.

10.2. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:



If to Seller:

Maria Candalaria  
3821 Rio Grande, NW  
Albuquerque, NM 81707  
Telephone: 505.342.0210

If to Buyer, to:

MBC OF TEXAS-KGGR, INC.  
Jack Mortenson, President  
3270 Blazer Parkway, Suite 100  
Lexington, KY 40509  
Telephone: 859.245.1600

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 11.2.

10.3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that a party may not assign this Agreement to a third party without prior written consent of the other party.

10.4. The parties shall take any reasonable actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement, including, in the case of Seller, any additional bills of sale, or other transfer documents that, in the reasonable opinion of Buyer, may be necessary to ensure, complete, and evidence the full and effective transfer of the Assets to Buyer pursuant to this Agreement.

10.5. THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO THE CHOICE OF LAW PROVISIONS THEREOF). **ANY LITIGATION ARISING OUT OF THIS AGREEMENT SHALL BE FILED IN A STATE COURT OF COMPETENT JURISDICTION IN TEXAS.**

10.6. Buyer and Seller shall be equally responsible for all FCC related filing fees associated with this Transaction, including those applications contemplated under Section 5.7 herein. All other expenses incurred in the preparation and consummation of this Agreement, except as provided to the contrary herein or in such other agreement into which the parties may enter, shall be borne by the party incurring such expenses.

10.7 Time is of the essence with respect to this Agreement.

10.8 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which collectively shall constitute one and the same document.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Purchase Agreement as of the day and year first above written.

MARIA CANDALARIA

By:\_\_\_\_\_

MBC OF TEXAS-KGGR, INC.

By:\_\_\_\_\_

Name:

Title:

SCHEDULE 3.2  
FCC LICENSES

K273BJ– Dallas, TX

SCHEDULE 3.3  
EQUIPMENT LIST (TANGIBLE PERSONAL PROPERTY)

To be provided

SCHEDULE 3.4  
ASSUMED CONTRACTS

SCHEDULE 3.5  
REQUIRED CONSENTS

SCHEDULE 3.9  
INTANGIBLES

The Call Sign “K273BJ”