

**ASSET PURCHASE AGREEMENT**

**between**

**DOS COSTAS COMMUNICATIONS CORPORATION**

**and**

**TELE-MEDIA COMPANY OF HIGH DESERT, L.L.C.**

**April 11, 2003**

## **ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement ("Agreement") made and entered into this 11<sup>th</sup> day of April, 2003 ("Effective Date"), by and between Tele-Media Company of High Desert, L.L.C., a Delaware limited liability company ("Seller"), and Dos Costas Communications Corporation, a Florida corporation ("Buyer").

### **W I T N E S S E T H:**

**WHEREAS**, Seller is the licensee of radio broadcast Stations KSZL-AM, KXXZ-FM, KDUC-FM, Barstow, California, and KDUQ-FM, Ludlow, California (the "Stations"); and

**WHEREAS**, Buyer desires to acquire and Seller desires to sell to Buyer all of Seller's right, title and interest in and to certain real and personal property used or useful, or intended to be used, in the operation of the Stations, to secure assignment of certain of the Stations' contracts, leases and agreements, and all of the licenses and other authorizations issued by the Federal Communications Commission ("FCC" or "Commission") for the operation of the Stations (the "Transaction"); and

**WHEREAS**, the FCC Licenses (as defined herein) may only be assigned to Buyer with the prior consent of the Commission; and

**WHEREAS**, simultaneously with the execution of this Agreement, Buyer has entered into a Local Marketing Agreement (the "LMA") with Seller for operation of the Stations.

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

**1. Definitions.** Unless otherwise stated in this Agreement, the following terms shall have the following meanings:

1.1 "Applicable Environmental Laws" shall have the meaning set forth in Section 7.12.

1.2 "Assets" shall have the meaning set forth in Section 3.

1.3 "Assignment Applications" means the necessary application or applications for FCC consent to the assignment of the FCC Licenses to Buyer.

1.4 "Barter Agreements" shall have the meaning set forth in Section 6.4.

1.5 "Buyer Indemnified Liabilities" or "Buyer Indemnified Liability" shall have the meaning set forth in Section 21.2.

1.6 "Buyer Indemnified Parties" shall have the meaning set forth in Section 21.

1.7 "Closing" means the closing of the purchase and sale contemplated by this Agreement.

1.8 "Closing Date" means 15 days following the day on which the last of the conditions set forth in Sections 12.1, 12.5, 12.8, 13.1 and 22 hereof has been satisfied or waived, subject to Section 20 herein, or such other time or date as the parties mutually may agree to in writing. In no event will the Closing Date extend beyond six (6) months from the date hereof.

1.9 "Closing Place" means the offices of Seller, or such other place as the parties may mutually agree to in writing.

1.0 "Code" means the Internal Revenue Code of 1986, as amended, and the regulations thereunder, or any subsequent legislative enactment thereof, as in effect from time to time.

1.11 "Compensation Arrangement" means any plan or compensation arrangement other than an Employee Plan or a Multi-employer Plan, whether written or unwritten, which provides to employees or former employees of Seller, the Stations, or any entity related to Seller or the Stations, any compensation or other benefits, whether deferred or not, in excess of base salary or wages and excluding overtime pay, including, but not limited to, any bonus or incentive plan, stock rights plan, deferred compensation arrangement, stock purchase plan, severance pay plan and any other employee fringe benefit plan.

1.12 "Employee Plan" means any pension, retirement, profit-sharing, deferred compensation, vacation, severance, bonus, incentive, medical, vision, dental, disability, life insurance or any other employee benefit plan as defined in Section 3(3) of ERISA (other than a Multi-employer Plan) to which Seller or any entity related to Seller (under the terms of Sections 414(b), (c), (m) or (o) of the Code) contributes or which Seller or any entity related to Seller (under the terms of Sections 414(b), (c), (m) or (o) of the Code) sponsors, maintains or otherwise is bound.

1.13 "Environmental Contamination" shall have the meaning set forth in Section 22.1.

1.14 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder, as in effect from time to time.

1.16 "Excluded Assets" shall have the meaning set forth in Section 4.

1.17 "FCC Licenses" means all of the licenses, grants, permits, waivers, and other authorizations, including the broadcast licenses, auxiliary broadcast service licenses, special temporary authorizations and any pending application, required for or

used in connection with the business and operation of the Stations, issued by or pending with the FCC to or by Seller, all as more fully described pursuant to Section 3.1.

1.18 "Financial Statements" shall have the meaning set forth in Section 7.4.

1.19 "Liabilities" means any known or unknown indebtedness, liability, claim or loss, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or otherwise.

1.20 "Liens" shall have the meaning set forth in Section 3.2.

1.21 "LMA" shall mean the local marketing agreement between Seller and Buyer, whereby pursuant to the LMA Agreement Buyer will operate the Stations prior to the Closing to the extent permitted by the FCC's rules and regulations. As consideration for the LMA Buyer will pay Seller One and 00/100 Dollar (\$1.00) for each month during the term of the LMA and shall reimburse all of the Stations expenses paid by Seller, including debt service related to the acquisition or financing of the Stations. The LMA shall continue for six months and shall terminate upon the Closing or termination of the transaction by the parties. If the transaction has not Closed within six months the Buyer has the option to extend the LMA for an additional six months.

1.22 "Multi-employer Plan" means a plan, as defined in ERISA Section 3(37) or 4001(a)(3), to which Seller or any trade or business which would be considered a single employer with Seller under Section 4001(b)(1) of ERISA contributes or is required to contribute.

1.23 "Personal Tangible Assets" shall have the meaning set forth in Section 3.2.

1.24 "Real Property" means all fee interests in real property and all of the buildings and other improvements thereon, leasehold interests in real estate, easements, licenses, rights to access, rights-of-way and other real property interests that are leased by Seller or any affiliate of Seller and used as of the date hereof in the business or operations of the Stations.

1.25 "Real Property Encumbrances" shall have the meaning set forth in Section 7.16..

1.26 "Renewal Grants" shall have the meaning set forth in Section 20.2.

1.27 "Seller Indemnified Liabilities" or "Seller Indemnified Liability" shall have the meaning set forth in Section 21.

1.28 "Seller Indemnified Parties" shall have the meaning set forth in Section 21.2.

**2. Control of Stations; Risk of Loss.** Subject to Section 20, this Agreement shall not be consummated until after the Commission has issued a Final Order with respect to each of the Assignment Applications. Prior to Closing, the operation of the Stations shall be subject to Seller's full authority, power and control with respect thereto. As a result, the risk of any loss, damage, impairment, confiscation or condemnation of any of the Assets from any cause whatsoever, except as otherwise provided in the LMA (subject to the indemnification provisions of Section 21 of this Agreement) shall be borne by Seller at all times prior to Closing.

**3. Assets to be Conveyed.** Subject to the terms contained in this Agreement, on the Closing Date, Seller will sell, assign, convey, transfer and deliver to Buyer, by instruments of conveyance in form reasonably satisfactory to Buyer, and Buyer shall purchase and accept the assignment of all of the assets presently or hereafter owned by Seller which are used or useful in Seller's operation of the Stations, including the assets identified in or pursuant to Sections 3.1 through 3.7 below (collectively, the "Assets").

3.1 The FCC Licenses as listed in Schedule 3.1 attached hereto, including, but not limited to, all of Seller's right, title and interest in and to the call letters "KSZL-AM", "KXXZ-FM", "KDUC-FM", "KDUQ-FM".

3.2 All of Seller's right, title and interest in and to the fixed and tangible personal property, physical assets and equipment (including, without limitation, towers, antennas, transmitters and related equipment of the Stations), music formats, music libraries, programs and program production materials, inventory and related assets now or hereafter owned by Seller or in Seller's possession and used or useful, or intended to be used, in the operation of the Stations, together with any replacements therefor, or additions thereto, made from and after the Effective Date through and including the Closing Date, less any retirements made in the ordinary and usual course of business in connection with the replacement of same with similar assets of equal or greater value ("Personal Tangible Assets"), all as listed on Schedule 3.2 hereto, free and clear of all liens, charges, claims, pledges, security interests and other encumbrances ("Liens").

3.3 All of Seller's right, title and interest in and to the agreements listed on Schedule 3.3, as well as all cash advertisement contracts entered into by Seller in the usual and ordinary course of business.

3.4 All of Seller's right, title and interest in and to the copyrights, trademarks, jingles, slogans, fictitious or trade names and service marks owned by Seller or used or useful or intended to be used in the operation of the Stations, all as listed on Schedule 3.4. Notwithstanding all rights to the name Tele-Media shall remain with Seller.

3.5 Such files, records and logs pertaining to the operation of the Stations as required to be kept by the FCC rules and regulations or as Buyer shall reasonably request.

3.6 All of Seller's right, title and interest in and to all intangible assets, goodwill, going concern value and like items of or pertaining to the Stations.

3.7 All of Seller's right, title and interest in and to the Real Property, all as listed on Schedule 3.7 hereto, free and clear of all Liens.

3.8 All of Seller's Accounts Receivables in existence or the date of the commencement of the LMA. Buyer shall be responsible for the payment of all sales commission associated with the accounts receivable.

4. **Excluded Assets.** Notwithstanding the provisions of Section 3 above and except as otherwise allocated pursuant to the LMA, the Assets shall not include the following, which shall be retained by Seller (the "Excluded Assets"): (i) cash or cash equivalents; (ii) all documents relating to the legal existence of Seller; (iii) prepaid insurance and surety bonds; (iv) all rights of Seller to refunds of federal and state taxes (and penalties and interest thereon); (v) other similar items of expense paid by Seller as to which Seller may become entitled to a refund; and (vi) all books or records of Seller which pertain to the financial accounting and tax aspects of the operation of the Stations prior to the Closing Date and (vii) the Assets identified on Schedule 4.

5. **Liabilities and Contracts.** At the Closing, Buyer shall assume the Liabilities arising after and pertaining to the operation of the Stations after the Closing Date except as provided by the LMA, including, but not limited to, those arising thereafter under the contracts, leases and agreements assigned to Buyer pursuant to Section 3.3 hereof. There shall be no other assumption by Buyer of any Liabilities of Seller or the Stations except as explicitly set forth in this Agreement. Without limiting the foregoing, it is expressly agreed that Buyer shall not assume any of Seller's or the Stations' Liabilities for the following:

5.1 Any agreements, executed or executory, relating to the exchange of time on the Stations for goods, wares, services, advertising, promotions, merchandising or anything other than cash not specified pursuant to Section 3.3 and 6.4 or otherwise permitted by the terms of this Agreement.

5.2 The Excluded Assets.

6. **Purchase Price, Method of Payment and Prorations.**

6.1 **Purchase Price.** The aggregate purchase price (the "Purchase Price") to be paid to Seller by Buyer hereunder, in consideration for the Stations, shall be One Million and Seventy-five Thousand Dollars (\$1,075,000.00), as adjusted pursuant to the terms of Sections 6.3.

6.2.1 Upon the mutual execution of the Asset Purchase Agreement and the filing of the Assignment Application, Buyer shall deliver to MCH Enterprises, Inc., as Escrow Agent, an Escrow Deposit in the amount of Fifty Thousand Dollars (\$50,000.00), to be held to the benefit of the Parties, and the Parties shall execute the Escrow

Agreement which shall set forth irrevocable instructions, mutually agreeable to both Parties concerning the Escrow Deposit.

6.2.2 Upon Closing, Buyer and Seller shall direct the Escrow Agent to release the Escrow Deposit to Seller.

6.2.3 Upon Closing, Buyer shall deliver via cashier's check or wire funds, the cash amount of Four Hundred Fifty Thousand Dollars (\$450,000).

6.2.4. Upon Closing, Buyer shall assume Seller's promissory note given to Hub Broadcasting (the "Hub Note"), subject to the prior and written approval of Hub Broadcasting. The Hub Note has a current principal balance of Three Hundred Fifty Thousand Dollars (\$350,000) bearing terms of eight percent (8%) with monthly interest-only payments, and a balloon payment due June 1, 2006. Buyer shall be responsible for satisfying any terms of assignment imposed by Hub Broadcasting, provided Seller shall agree to remain on the Hub Note if such a condition is imposed by Hub Broadcasting.

6.2.5. Upon Closing, Buyer shall deliver to Seller a Secured Promissory Note in the amount of Two Hundred Twenty-Five Thousand Dollars bearing terms of five percent (5%) with monthly interest-only payments, and a balloon payment due June 1, 2006.

6.3 Pro-rations. Except as provided in the LMA, operation of the Stations and the income, expenses and Liabilities attributable thereto through the Closing Date shall be for the account of Seller and thereafter for the account of Buyer. Except as provided in the LMA expenses including, but not limited to, such items as power and utilities charges, rents and similar prepaid and deferred items shall be prorated between Seller and Buyer as of the Closing Date, the pro-ration to be made and paid, insofar as feasible, on the Closing Date, with a final settlement one hundred and twenty (120) days after the Closing Date.

6.4 Barter Agreements. The negative barter balance with respect to the Stations as of the Commencement of the LMA shall not exceed the sum of Ten Thousand Dollars (\$10,000), provided that the Seller may schedule obligations for time not yet run to be assumed by Buyer in excess of such amount shall be treated as prepaid time sales at normal rates for cash received by Seller and shall be compensated for as a Purchase Price adjustment in favor of Buyer. Except as disclosed in writing to Buyer on or prior to the Effective Date of this Agreement all barter sales assumed by Buyer, if any, shall be pre-emptable for cash sales and shall be "run of schedule". If under any Barter Agreements, the consideration exceeds or will exceed by Closing, the value of Seller's services performed, or to be performed, the benefit of the Barter Agreements shall be for Buyer without further compensation for Seller.

6.6 Allocation. Within thirty (30) days of the date of this Agreement, the parties hereto agree to allocate the Purchase Price being paid for the Assets in the amounts set forth in Schedule 6.5 which shall be included as an addendum to this Agreement. Seller and Buyer agree to jointly complete and separately file Form 8594 with

their federal income tax returns for the tax year in which the Closing Date occurs, that neither Seller nor Buyer shall take a position on any income, transfer, or gain tax return, before any governmental agency charged with the collection of any such tax or in any judicial proceeding that is in any manner substantially inconsistent with the terms of any such allocation without the written consent of the other.

**7. Representations and Warranties of Seller.** Seller represents and warrants to Buyer that as of the Effective Date and subject to the LMA:

7.1 Organization and Standing. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to conduct business in the State of California. Seller has full power and authority to possess and operate the Assets and to carry on the business of the Stations as now being conducted.

7.2 Authorization. Seller has full power and authority to enter into and perform its obligations under this Agreement. Seller has taken all necessary action to duly approve the execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller and constitutes a valid and binding agreement of Seller enforceable in accordance with its terms.

7.3 FCC Licenses and FCC Compliance. Seller is the legal holder of the FCC Licenses as listed on Schedule 3.1 attached hereto, which have been validly issued with renewals thereof having been granted for the full license term without any special conditions other than those stated on the face of the authorization, all as indicated on said Schedule 3.1. Seller is fully qualified to hold all such FCC Licenses. The FCC Licenses constitute all of the licenses, grants, permits, waivers and authorizations issued by the FCC and required for and/or used in the operation of the Stations as now operated. The FCC Licenses are current, in full force and effect, and unimpaired by any act or omission of Seller or its officers, directors, employees or agents. There is not now pending, or to the best knowledge of Seller threatened, any action by or before the Commission to revoke, cancel, rescind, modify or refuse to renew in the ordinary course any of the FCC Licenses, or any investigation, order to show cause, notice of violation, notice of inquiry, notice of apparent liability or of forfeiture or complaint against the Stations or Seller. Should any such action or investigation be commenced, order or notice be released, or complaint be filed, Seller will promptly notify Buyer and take all actions necessary to protect the Stations and the FCC Licenses from any material adverse impact. All reports, forms, notifications, and statements required to be filed by Seller with the FCC with respect to the Stations, including, without limiting the foregoing, the Annual Employment and Ownership Reports, have been filed and are complete and accurate. The Stations are operating in accordance with the FCC Licenses, and are in compliance with the Communications Act of 1934, as amended, and the rules and regulations of the Commission, including, without limiting the foregoing, those regulations governing the Stations' equal employment opportunity practices and public file, and any other applicable laws, ordinances, rules and regulations. All broadcasting transmission towers and equipment utilized with respect to the Stations, including, without limitation, any antennas, towers, or transmitters, are in material



compliance with all applicable regulations of the Federal Aviation Administration ("FAA") and the FCC. Seller has no reason to believe that any of the Assignment Applications will be challenged at the FCC or will be granted by the FCC subject to material adverse conditions affecting Buyer. Seller has no reason to believe that any of the applications for renewal of the FCC Licenses will be challenged at the FCC or will not be granted by the FCC in the ordinary course for a full license term without material adverse condition.

7.4 Financial Information. The twelve month trailing cash flow statements of the Stations for the period ending December 31, 2002, copies of which have been furnished by Seller to Buyer, are true, correct and complete, have been prepared in the usual and ordinary course of business in accordance with generally accepted accounting principles applied on a consistent basis.

7.5 Liens on and Condition of Assets. Seller has good and marketable title to all Personal Tangible Assets and Real Property either owned or leased by Seller and listed on Schedules 3.2 and 3.7, respectively. None of said assets or property are subject to any Liens except as described on Schedule 7.5 hereto. Both the Personal Tangible Assets and the Real Property are available for immediate use in the operation of the Stations. All of the Personal Tangible Assets are in good operating condition, are free from defects in materials and workmanship in all material respects, have been maintained in a manner consistent with generally accepted standards within the industry, and are sufficient to permit operation of the Stations in compliance with all requirements of the FCC Licenses, the Communications Act of 1934, as amended, and the rules, regulations, policies, and procedures of the FCC.

7.6 Contracts and Leases. Each of the contracts, leases and agreements relating to the Stations and set forth on Schedule 3.3 hereto is in full force and effect as of the Effective Date, and there are no outstanding notices of cancellation, acceleration or termination in connection therewith. Seller is not in material breach or default in connection with any of said contracts, leases or agreements, and there is no basis for any claim, breach or default with respect to Seller, or any other party, under any of said contracts, leases or agreements. None of said contracts, leases or agreements, either separately or in the aggregate, materially and adversely affect either the business of the Stations or the Assets. After the Closing Date, all rights and obligations of Seller under said contracts, leases and agreements shall continue unimpaired in Buyer (assuming that if any such contract, lease or agreement requires the consent of the other party thereto, such consent, as identified on Schedule 3.3 will have been obtained by the Seller hereto prior to the Closing Date). Seller has made available to Buyer true and correct copies of all agreements and instruments listed on Schedule 3.3. Schedule 3.3 specifically identifies, with respect to those contracts, leases or agreements which are required to be listed thereon, the contracts, leases and agreements which require the consent, approval or waiver of the other party thereto for the assignment thereof.

7.7 Litigation. There is no litigation, action, suit, investigation or proceeding (other than FCC rule-making proceedings affecting radio broadcast Stations generally) pending, or to the best of Seller's knowledge, threatened against or affecting the Assets or the Stations, or against or affecting Seller, which may affect the Assets or the

Stations, or Seller's ability to perform its obligations hereunder, before or by any court, the FCC, or any other governmental agency.

7.8 Absence of Restrictions; Third Party Consents; Options and Rights of First Refusal. The execution, delivery and consummation of this Agreement by Seller does not conflict with, or result in a breach of, the terms or provisions of, or constitute a default under, Seller's Operating Agreements, or any other agreements, instruments, laws or regulations to which Seller or the Stations are subject. Subject to FCC approval and the receipt of the Final Order or Orders, no consent, notice, approval, order, or authorization of, or declaration, filing, or registration with, any governmental entity or of any other third party is required to be obtained or made by the Seller in connection with the execution, delivery, or performance by the Seller of this Agreement or the consummation by it of the transactions contemplated hereby, other than as set forth on Schedule 7.8 hereto. Except as set forth on Schedule 7.8, there are no outstanding options or rights of first refusal to purchase the Stations.

7.9 Copyrights, Trademarks and Similar Rights. KSZL, KXXZ, KDUK and KDUQ are the call letters used by Seller during the radio broadcast operations of the Stations to identify the Stations to their audience. Seller has full right and authority from the FCC to use such call letters. The Seller has not licensed or consented to, and has no knowledge of, any other entity's or individual's use of such call letters. There is no other name, trademark, service mark, copyright, or other trade or service right or mark currently being used in the business and operations of the Stations other than those listed in Schedule 3.4. To the best of Seller's knowledge, the operations of the Stations do not infringe on any trademark, service mark, copyright or other intellectual property or similar right owned by others.

7.10.1 Each of Seller's Employee Plans and Compensation Arrangements has been administered, without material exception, in compliance with its own terms and, where applicable, with ERISA, the Code, the Age Discrimination in Employment Act and any other applicable federal or state laws.

7.10.2 Seller is not aware of the existence of any governmental audit or examination of any of Seller's Employee Plans or Compensation Arrangements or of any facts that would lead it to believe that any such audit or examination is pending or threatened. There exists no action, suit or claim (other than routine claims for benefits) with respect to any such Employee Plan or Compensation Arrangement pending, or to the best of Seller's knowledge threatened, against any such Employee Plan or Compensation Arrangement.

7.10.3 Seller acknowledges that Buyer has no obligation hereunder to offer employment to any employee of Seller; however, Buyer shall have the right to hire such employees of Seller as Buyer may select. With respect to any employees that Buyer hires, Seller further acknowledges that Buyer shall have no obligation for, and shall not assume as part of the transaction contemplated by this Agreement, any "accrued vacation" or other accrued leave time of said employees as a consequence of their being hired by Buyer. Seller also acknowledges that with respect to such employees as are

hired by Buyer, and where any such accrued leave time exists for said employees, Seller will retain the responsibility for any liability arising therefrom.

7.11 Labor Relations. Seller has provided Buyer with the names, dates of hire and current annual salaries of all persons employed by Seller directly and principally in connection with the operation of the Stations. Seller is not a party to or subject to any collective bargaining agreements with respect to the Stations. Seller has no written or oral contracts of employment with any employee of the Stations, other than (i) oral employment agreements terminable at will without penalty, or (ii) those provided to Buyer. Seller, in the operation of the Stations, has substantially complied with all applicable laws, rules and regulations relating to the employment of labor, including those related to wages, hours, collective bargaining, occupational safety, discrimination and the payment of social security and other payroll related taxes. To the best of Seller's knowledge, there is no representation or organizing effort pending or threatened against or involving or affecting Seller with respect to employees employed at the Stations.

7.12 Environmental Matters. Seller has not received any written notice of any investigation or inquiry by any governmental entity under any applicable federal, state or local laws pertaining to health, safety, the environment, hazardous substances, or solid wastes ("Applicable Environmental Laws"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended (for purposes of this Section, "CERCLA"), and the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984, as amended (for purposes of this Section, "RCRA"). To the best of Seller's knowledge, the Stations and the Assets are all in compliance in all material respects with all Applicable Environmental Laws, all environmental permits from governmental entities required with respect thereto have been obtained and are in full force and effect, and Seller is in compliance therewith. Seller has not Disposed of, and has no knowledge of any other person having Disposed of, any Hazardous Substance on any of the Real Property used by the Stations, and no condition exists on any such Real Property that would subject the Stations or Buyer to any liability or remedial obligations under any Applicable Environmental Laws.

7.13 Complete Assets. The Assets comprise all of the assets (without material exception) necessary to conduct the business and operations of the Stations in a manner substantially consistent with how such business has been conducted over the past twelve (12) months.

7.14 Taxes. All federal, state and local tax returns required to be filed by Seller in connection with the ownership of the Stations with respect to any federal, state or local taxes, have been filed. All taxes which are due and payable or disputed in good faith have been properly paid or accrued, or are being contested in good faith by appropriate proceedings as disclosed on Schedule 7.14 hereto.

7.15 Valid Title for Real Property, Studio and Tower Leases. Seller possesses all necessary right, interest and title to and in all Real Property, including, without limitation, all studio and tower leases necessary to the operation of the Stations (and any improvements thereon or easements used therewith). Said rights, interests and title permit Seller to convey to Buyer a valid interest in such Real Property.

7.16 Transactions with Affiliates and Employees. There is no lease, sublease, indebtedness, contract, agreement, understanding or other arrangement of any kind entered into by Seller with respect to the Stations with any affiliate of Seller or with any employee of Seller employed at any of the Stations, except for reimbursements of ordinary and necessary expenses incurred in connection with such employee's employment and amounts paid pursuant to Employee Plans.

7.17 Bulk Sales Laws. The transaction described herein shall be conducted in accordance with the provisions of the California Bulk Sales Laws, if applicable, and Seller warrants and agrees to pay and discharge, when due, all claims of creditors which could be assessed against Buyer by reason of such noncompliance to the extent that such liabilities arise before Closing. Seller agrees to protect, defend, save harmless, and indemnify Buyer from and against any and all such claims and demands pursuant to Section 21 hereof.

7.18 Finders, Consultants and Brokers. Seller represents that, except for Seller's agreement with its affiliate MCH Enterprises, Inc., there has been no finder, broker or consultant involved in the negotiations leading up to the execution of this Agreement. Seller further represents that apart from its sole responsibility to pay the fees of MCH Enterprises, Inc. in connection herewith, no finder's, broker's or consultant's fees or commissions are payable in connection with the transactions contemplated hereby. Seller agrees to indemnify and hold Buyer harmless from and against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of a claim by MCH Enterprises, Inc. or any person or entity based on any such arrangement or agreement made or alleged to have been made by Seller. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of a claim by any person or entity other than MCH Enterprises, Inc. based on any such arrangement or agreement made or alleged to have been made by Buyer.

7.19 Full Disclosure. No representation, warranty or statement made by Seller in this Agreement or the Schedules attached hereto, or in the certificates or other closing documents to be delivered to Buyer or its representatives at Closing, contains or will contain any untrue statement of material fact or omits or will omit to state a material fact required to be stated herein or therein or necessary to make the statements contained herein or therein not misleading in any material respect. Seller has made full disclosure of all events and facts pertaining to operation of business at the Stations of which it has knowledge.

7.20 Cure. The existence or occurrence of any events or circumstances, arising after the Effective Date or prior to the Effective Date if Seller had no knowledge

thereof, that constitute or cause a breach of a representation or warranty of Seller made in this Agreement (including, without limitation, the Schedules hereto) on the date such representation or warranty is made shall not constitute a breach of such representation or warranty if such event or circumstance is disclosed to Buyer in writing, and can be and is cured on or prior to the Closing Date to the reasonable satisfaction of Buyer.

7.21 Insurance. All of the Personal Tangible Assets of the Stations and Real Property listed on Schedules 3.2 and 3.7, respectively, are insured under the policies listed and described in Schedule 7.2.1, including, without limitation public liability and broadcaster's liability insurance for the tower facilities of the Stations. Such insurance is full force and effect with all premiums for fire flood and extended coverage insurance and such liability and broadcaster's liability insurance has been paid when done.

7.22 Real Property. Schedule 3.7 attached hereto accurately lists and describes all of the Real Property leased or otherwise held or used by the Stations in connection with their operation. The Real Property, as well as the present uses thereof, conforms in all respects with all material restrictive covenants and with all applicable zoning, environmental, and building codes, laws, rules and regulations. All improvements on the Real Property are structurally sound, in good condition and repair, and available for immediate use in the conduct of the business and operations of the Stations. No condemnation of any of the Real Property has occurred; there is no existing notice covering future condemnation; and the Seller has no reason to believe that any of the Real Property will be condemned. All transmitting facilities of the Stations, including towers, antennas, guy lines, anchors and all other related buildings, structures and appurtenances are located entirely within the confines of the Real Property. All utilities required for the operation of the Stations on the Real Property and improvements thereon either enter the Real Property through adjoining public streets or, if they pass through adjoining private land, do so in accordance with valid easements. To Seller's knowledge, the use of improvements on the Real Property and the conduct therein have not violated any law, statute, ordinance, rule or regulation of any government, governmental body, agency or authority (federal, state or local) in any respect. In connection with such use and conduct, to Seller's knowledge there are no problems with respect to adequate water supply, sewage and waste disposal facilities or air, water or land pollution, nor are there any pending or threatened eminent domain proceedings or special assessments with respect to the Real Property. Seller has good and marketable fee simple title, insurable at standard rates, to all of the fee estates (including the improvements thereon) included in the Real Property except as provided on Schedule 7.5, free and clear of all liens, mortgages, pledges, covenants, easements, restrictions, encroachments, leases, charges, and other claims and encumbrances of any nature whatsoever, and without reservation or exclusion of any mineral, timber, or other rights or interests, except for liens for real estate taxes not yet due and payable. Seller shall obtain, at the expense of Buyer to be reimbursed at Closing, an owner's policy issued by a title insurer reasonably satisfactory to Buyer in an amount equal to the fair market value of the Real Property (including all improvements located thereon) insuring at standard rates over the standard preprinted exceptions and insuring title to such Real Property in the Buyer as of the Closing subject only to standard exceptions,

together with such endorsements for zoning, public access and extended coverage, as Buyer may reasonably request.

**8. Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that as of the Effective Date:

8.1 Organization and Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the Florida and, as of the Closing Date, will be qualified to conduct business in the State of California.

8.2 Authorization. Buyer has full power and authority to enter into and perform its obligations under this Agreement. Buyer has taken all necessary action to duly approve the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby. This Agreement and all other documents necessary to consummate the transactions contemplated by this Agreement have been or will be duly executed and delivered by Buyer, and constitute or will constitute valid and binding agreements of Buyer enforceable in accordance with its or their terms.

8.3 Absence of Restrictions. The execution, delivery and consummation of this Agreement by Buyer does not conflict with, or result in a breach of, the terms or provisions of, or constitute a default under, Buyer's constituting and governing documents, or any other agreements, instruments, or laws or regulations to which Buyer is subject. Subject to FCC approval and the receipt of the Final Order or Orders, no consent, notice, approval, order, or authorization of, or declaration, filing, or registration with, any governmental entity or of any other third party is required to be obtained or made by the Buyer in connection with the execution, delivery, or performance by the Buyer of this Agreement or the consummation by it of the transactions contemplated hereby.

8.4. Litigation. There is no litigation, action, suit, investigation or proceeding (other than FCC rule-making proceedings affecting radio broadcast Stations generally) pending, or to the best of Buyer's knowledge threatened, against Buyer which affect Buyer's ability to perform its obligations hereunder, before or by any court, the FCC, or any other governmental agency.

8.5 Qualified Buyer. Buyer is qualified to be an FCC licensee under the provisions of the Communications Act of 1934 and the rules and regulations of the FCC. On the date hereof, Buyer is and, to the best of Buyer's knowledge, will upon the assignment of the FCC Licenses by Seller to Buyer, be in all material respects in compliance with applicable FCC ownership rules and limitations. To the best of Buyer's knowledge, there are no facts which under the Communications Act of 1934, as amended, or the rules, regulations and policies of the FCC, or the antitrust policies as applied to the broadcasting industry by the Federal Trade Commission and the U.S. Department of Justice, would disqualify Buyer as the assignee of the Stations licenses or delay the consummation of the transactions contemplated by this Agreement. Buyer has no reason to believe that the FCC Application might be challenged by any governmental agency or third party or might not be granted by the FCC in the ordinary course.

8.6. Full Disclosure. No representation, warranty or statement made by Buyer in this Agreement or the Schedules attached hereto, or in the certificates or other closing documents to be delivered to Seller or its representatives at Closing, contains or will contain any untrue statement of material fact or omits or will omit to state a material fact required to be stated herein or therein or necessary to make the statements contained herein or therein not misleading in any material respect.

8.7 Cure. For all purposes under this Agreement, the existence or occurrence of any events or circumstances, arising after the Effective Date or prior to the Effective Date if Buyer had no knowledge thereof, that constitute a breach of a representation or warranty of Buyer made in this Agreement on the date such representation or warranty is made shall not constitute a breach of such representation or warranty if such event or circumstance is disclosed to Seller in writing, and can be and is cured on or prior to the Closing Date to the reasonable satisfaction of Seller.

9. Affirmative Covenants of Seller. Subject to Section 22 herein, between the Effective Date and the Closing Date, except as otherwise contemplated by this Agreement, the LMA and FCC rules and regulations, Seller shall:

9.1 Continue to operate and maintain the Stations: (a) in the usual and ordinary course of business; (b) in conformity with the FCC Licenses, the Communications Act of 1934, as amended, and the rules and regulations of the Commission; (c) in conformity with all other applicable laws, ordinances, regulations, rules and orders; and (d) in accordance with Seller's 2003 operating budget as previously provided to Buyer.

9.2 Preserve the Assets and the operation of the Stations intact and preserve the Stations' business and goodwill with its customers, suppliers and others having business relations with the Stations, and continue to conduct the financial operations of the Stations, including credit and collection policies, with the same effort, to the same extent and in the same manner as in the prior conduct of the business of the Stations.

9.3 Provide Buyer and representatives of Buyer with reasonable access during normal business hours to the properties, title, contracts, books, files, logs, records and affairs of the Stations, deliver to Buyer within thirty (30) days of the end of each month after the Effective Date until Closing or termination of this Agreement copies of all of the Stations' monthly operating and financial statements, deliver to Buyer on a weekly basis all of the Stations' weekly sales pacing information, if any, for the immediately preceding week, and furnish such additional information concerning the Stations as Buyer may from time to time reasonably request.

9.4 Obtain the consent of any third party necessary for the assignment to Buyer, without any material adverse change, of any contract, agreement or lease to be assumed by Buyer, pursuant to Section 3.3 hereof.

9.5 Except as otherwise provided in the LMA, maintain the Personal Tangible Assets in the condition existing on the Effective Date (subject to normal wear and

tear). If replacement or repair of any material Personal Tangible Asset is necessary due to reasons other than normal wear and tear, Buyer at its option may (a) proceed to close the transaction contemplated hereby and retain any and all insurance proceeds from loss or damage to such Personal Tangible Asset, (b) require Seller, at Seller's expense, to replace or repair any such Personal Tangible Asset or (c) terminate this Agreement, in the event that replacement or repair of any material Personal Tangible Asset is not pursued with diligence.

9.6 Timely make or provide all payments, services or other consideration due under the contracts, agreements and leases to be assigned to Buyer hereunder, so that all payments required to be made as of the Closing Date will have been paid.

9.7 Pay or cause to be paid or provided for all taxes, and any penalties arising therefrom, relating to the operation of the Stations, its assets and employees, required to be paid to governmental authorities up to the Closing Date.

9.8 Maintain in full force and effect the FCC Licenses, and all other licenses, permits and authorizations relating to the Stations, and take any action necessary before the Commission, including the preparation and prosecution of applications for renewal of the FCC Licenses, if necessary, to preserve such licenses in full force and effect without material adverse change.

9.9 Maintain, with nationally chartered insurers, insurance on the Personal Tangible Assets and any Real Property related to the operation of the Stations in amounts and types customary in the industry and sufficient to cover the replacement value of the Assets including, without limitation, the insurance policies and the amounts of coverage previously provided to Buyer. Seller shall also provide Buyer with Certificates of Insurance evidencing such coverage.

9.10 Conduct of Business in Ordinary Course. Seller shall conduct the business and operations of the Stations only in the ordinary course consistent with prior practice and shall not during that time:

9.10.1 Make any material increase in compensation payable, or to become payable, to any of the employees of Seller employed at any of the Stations or made any material change in personnel policies, insurance benefits or other compensation arrangements affecting the employees of Seller employed at any of the Stations, unless specifically approved by Buyer;

9.10.2 Sell, transfer, lease to others or otherwise dispose of, pledge or encumber any of the Assets, except those assets retired in the ordinary course of business consistent with past practices, or assets sold or disposed of but replaced by other assets of comparable utility and value; or

9.10.3 Suffer any changes, events or conditions other than matters affecting the radio broadcasting industry generally (including without limitation legislative, regulatory or litigation matters) and matters relating to or arising from local or national



economic conditions (including financial and capital markets), which in the aggregate materially and adversely affect the financial condition, assets, or business of the Stations, either individually or as a whole.

**10. Negative Covenants of Seller.** Between the Effective Date and the Closing Date, except as otherwise contemplated by this Agreement, the LMA and FCC rules and regulations, Seller will not, without the prior written consent of Buyer, which shall not be unreasonably withheld.

10.1 Enter into, or terminate, modify or amend, any lease, contract or agreement, with respect to the Stations, where the dollar amount thereof exceeds Ten Thousand and 00/100 Dollars (\$10,000.00).

10.2 Create, assume or permit to exist any Lien on any of the Assets or any other property related to the operation of the Stations.

10.3 Sell, assign, lease or otherwise transfer or dispose of any of the Assets now owned or hereafter acquired, except for exchanges in ordinary course or depleted property which is replaced by property of equivalent value.

10.4 Take any action inconsistent with its obligations under this Agreement which would result in a breach or default under this Agreement.

10.5 Do, or fail to do, any act which will cause a breach of, or default under, or termination of, any contract, agreement, lease, commitment, or obligation to which Seller or its subsidiaries is either a party or bound, and which is to be assumed by Buyer hereunder.

10.6 Take any action, or permit its officers, employees, attorneys, agents, accountants and other representatives to take any action, to solicit, encourage or initiate (directly or indirectly) any discussions with, provide any information to, negotiate with, or enter into any agreement, option, arrangement or understanding with, any person or entity or group, other than Buyer, for the sale of all or any part of the Assets or the Stations, or the assignment or transfer of control of any of the FCC Licenses or similar transactions involving Seller or the Stations.

10.7 Take any action with respect to the Stations not in the usual and ordinary course of business consistent with past practices, including, without limitation: hiring or firing, promoting, laying off or otherwise terminating any employees of the Stations; increasing any of such employees' or officers' salaries, bonuses or other monetary or non-monetary compensation; or changes in rates charged for time sales.

10.8 Take any action that would jeopardize Seller's rightful possession of the FCC Licenses, the potential for assignment of said licenses to Buyer, or the unconditional renewal of said licenses at the end of the current term.

**11. Application for Commission Consent and Approval.** Buyer and Seller will use their respective reasonable efforts to: (i) prepare the necessary Assignment Applications, each of which shall be filed no later than five (5) business days after the execution of this Agreement; (ii) diligently and expeditiously prosecute such applications to obtain the necessary grant or grants; and (iii) timely respond to any FCC request for information. Buyer and Seller shall split equally between them all filing fees incurred in connection with the necessary Assignment Applications. In the event any of the Assignment Applications are opposed, both parties shall prepare and file such appropriate response(s) thereto and use reasonable efforts to defend against same. Notwithstanding the foregoing, the Parties intend to file with the Commission Concurrently with the signing of this Agreement.

**12. Conditions Precedent to Buyer's Obligations.** Subject to Sections 20 and 22 herein, the obligation of the Buyer to consummate the transactions contemplated hereby is subject to the fulfillment prior to and at the Closing Date of each of the following conditions, each of which (except for receipt of FCC consent to the Assignment Applications) may be waived by Buyer:

12.1 Commission Approval. The Commission shall have granted its consent or consents to the Assignment Applications, without imposition of any material adverse condition upon the Buyer. Such consent or consents shall have become a Final Order or Orders (provided, however, that such requirement that any FCC consent become a Final Order may be waived by Buyer).

12.2 Representations and Warranties. The representations and warranties of the Seller contained in this Agreement shall be true and correct in all material respects and as of the Closing Date as though such representations and warranties were made at and as of such time except for any changes permitted by the terms hereof or consented to in writing by the Buyer.

12.3 Performance. Seller shall have performed and complied with all covenants, agreements and conditions required by this Agreement in all material respects to be performed or complied with by it prior to and at the Closing Date.

12.4 FCC Licenses. On the Closing Date, Seller shall be the legal holder of the FCC Licenses. No proceedings shall be pending or threatened which may result in the revocation, cancellation, suspension or modification of any such FCC Licenses nor shall any proceeding be pending for renewal of any of the FCC Licenses.

12.5 Consents. All material approvals and consents to the assignment to Buyer hereunder of the contracts, agreements and leases to be assigned to and assumed by Buyer hereunder, and which are designated on Schedule 3.3 hereto, shall have been obtained and delivered to Buyer and shall not (a) have been revoked, rescinded or modified, or (b) impose any conditions on the performance or assignment of such contracts, agreements or leases which could be materially adverse to Buyer.

12.6 No Material Adverse Change. Between the Effective Date and the Closing Date and subject to the LMA, there shall not have been any material adverse change, caused by Seller, in the business, operations, assets, prospects, or financial condition of any of the Stations.

12.7 No Defaults. There shall be no default which remains uncured under any of the agreements, leases or contracts set forth on Schedule 3.3 hereto that would give the other party to such agreement, lease or contract a right of acceleration or termination thereunder.

12.8 Release of Liens. Buyer shall have received such documents and instruments as Buyer may reasonably request evidencing the release of any Liens on the Assets and evidence of the filing or recording of such documents and instruments if appropriate.

**13. Conditions Precedent to Seller's Obligations.** Subject to Section 20 herein, the obligation of the Seller to consummate the transactions contemplated hereby is subject to the fulfillment prior to and at the Closing Date of each of the following conditions, each of which (except for receipt of FCC consent to the Assignment Applications) may be waived by Seller:

13.1 Commission Approval. The Commission shall have granted its consent or consents to the Assignment Applications, without imposition of any material adverse condition upon the Seller.

13.2 Representations and Warranties. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made at and as of such time except for any changes permitted by the terms hereof or consented to in writing by Seller.

13.3 Performance. Buyer shall have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to and at the Closing Date.

13.4 Buyer shall deliver the Purchase Price.

**14. Seller's Performance at Closing.** At Closing, Seller shall execute and deliver or cause to be executed and delivered to Buyer:

14.1 One or more deeds or bills of sale conveying to Buyer all of the Assets (excluding the FCC Licenses) to be acquired by Buyer from Seller hereunder.

14.2 An assignment and assumption agreement assigning to Buyer the FCC Licenses.

14.3 One or more assignment and assumption agreements assigning to Buyer the contracts, leases and agreements to be assigned to Buyer hereunder, together with necessary consents thereto and the original copies of said contracts, leases and agreements.

14.4 The files, records and logs referred to in Sections 3.5 hereof.

14.5 A certificate of Seller's Manager verifying that Seller's representations, warranties and covenants as provided herein remain true and correct up to and through the Closing Date (with accompanying revised disclosure schedules, if any).

14.6 A certificate of Seller's Manager certifying as to the Certificate of formation, the Operating Agreement and Board of Director approvals (all of which shall be attached thereto).

14.8 Seller shall have delivered to Buyer an opinion of Jonathan P. Young an in-house counsel to Seller, dated as of the Closing Date, in a form reasonably satisfactory to Buyer's counsel, with respect to legal matters addressed in Seller's representations and warranties in Sections 7.1, 7.2 and 7.16 herein.

14.9 Such other assignments, bills of sale, instruments of conveyance and certificates of officers as reasonably may be requested by Buyer to consummate this Agreement and the transactions contemplated hereby.

**15. Buyer's Performance at Closing.** On the Closing Date at the Closing Place Buyer shall:

15.1 Pay to Seller by wire transfer of immediately available funds the monies payable as set forth in Section 6 hereof and if payment of the Purchase Price is made pursuant to Section 6.2.2 (B) herein, deliver the Promissory Note to Seller.

15.2 Buyer shall execute and deliver to Seller one or more assignment and assumption agreements acknowledging its assumption of Liabilities, which arise after the Closing Date, as provided for in Section 5 hereof.

15.3 Buyer shall have delivered to Seller an opinion of Buyer's In-house Counsel to Buyer, dated as of the Closing Date, in a form reasonably satisfactory to Seller's counsel, with respect to legal matters addressed in Buyer's representations and warranties in Sections 8.1 and 8.2 herein.

**16. Right of Specific Performance.** The assets to be transferred or assigned pursuant to the terms of this Agreement are unique and not readily available on the open market. For that reason and others, Buyer will be damaged seriously should the purchase and sale contemplated hereby not be consummated through no fault of its own, but for reasons attributable to Seller. Accordingly, Buyer, in addition to all other legal remedies,

shall have the right to enforce the terms of this Agreement by a decree of specific performance.

**17. Expenses.** Subject to Sections 7.14 and 11 herein, all expenses incurred in connection with this transaction shall be borne by the party incurring same.

**18. Survival of Covenants, Representations and Warranties.** All representations, warranties, covenants, and agreements contained in this Agreement shall survive for 6 months following the Closing Date.

**19. Termination.** This Agreement may be terminated and the transaction contemplated hereby abandoned (a) at any time by the mutual written consent of the parties hereto, (b) by either Buyer or Seller if the Closing has not occurred within six (6) months of the date of filing of the Assignment Applications, or such later date as may be agreed to by Buyer and Seller, provided that the party seeking to terminate this Agreement pursuant to this Section 19(b) is not otherwise in breach or default in any material respect of its obligations hereunder, (c) by Buyer pursuant to Section 9.5, in such case, the \$50,000 Escrow Deposit shall be returned to Buyer; or (d) by either party if the other party is in breach or default in any material respect of its obligations hereunder and such breach or default has not been or cannot be cured as provided for herein. In the event that this Agreement is terminated by Seller due solely to Buyer's material default hereunder and its failure to timely cure such default, Seller, as its complete and exclusive remedy therefor, shall be entitled to Fifty Thousand Dollars (\$50,000.00) as liquidated damages. In the event of any termination hereunder, Buyer shall return to Seller any Accounts Receivable collected during the LMA.

**20. Closing.** The Closing Date shall be no later than fifteen (15) calendar days following the Commission approval of the Assignment Application.

**21. Indemnification.**

21.1 Seller's Indemnities. From and after the Closing, Seller shall indemnify, defend and hold harmless Buyer and every affiliate of Buyer and any of its or their respective directors, members, stockholders, officers, partners, employees, agents, consultants, representatives, successors, transferees and assignees (collectively, the "Buyer Indemnified Parties") from, against and in respect of any and all claims that arise or result from or relate to the following (herein collectively referred to as the "Buyer Indemnified Liabilities", and individually as a "Buyer Indemnified Liability"):

(a) The untruth, breach or failure of any representation or warranty made by Seller, or Seller's breach of, or failure to perform in all respects, any of its covenants, commitments, agreements or obligations, under or contained in this Agreement or any other document or instrument furnished or delivered to Buyer in connection with this Agreement;

(b) Any action taken by Buyer to defend against, assume or discharge any debt, liability or obligation of Seller, whether currently known or unknown; and

(c) Seller's ownership, use, possession, enjoyment, assignment, control or operation of the Stations or the Assets; in each case regardless of (i) when such claim arises (unless specifically provided to the contrary), and (ii) by whom such claim is asserted.

21.2 Buyer's Indemnities. From and after the Closing, Buyer shall indemnify, defend and hold harmless Seller and its respective directors, stockholders, officers, partners, employees, agents, consultants, representatives, successors, transferees and assignees (collectively, the "Seller Indemnified Parties") from, against and in respect of any and all claims (herein collectively referred to as the "Seller Indemnified Liabilities", and individually as a "Seller Indemnified Liability") which arise or result from or relate to the (a) untruth, breach or failure of any representation or warranty made by Buyer or Buyer's breach of, or failure to perform, any of its covenants, commitments, agreements or obligations, under or contained in this Agreement or (b) Buyer's ownership, use, possession, enjoyment, assignment, control or operation of the Stations or the Assets, in each case regardless of (i) when such claim arises (unless specifically provided to the contrary), and (ii) by whom such claim is asserted.

21.3 Exceptions to Indemnities. Notwithstanding anything to the contrary set forth in Section 21.2, Seller Indemnified Liabilities shall not include any and all claims to the extent the same are attributable to a breach of any representation, warranty or covenant of Seller under this Agreement. Notwithstanding anything to the contrary set forth in Section 21.1, Buyer Indemnified Liabilities shall not include any and all claims to the extent the same are attributable to a breach of any representation, warranty or covenant of Buyer under this Agreement.

#### 21.4 Indemnification Procedures.

(a) For purposes of this Section 21.4, the term "Indemnifying Party" when used in connection with a particular claim shall mean the party having an obligation to indemnify the other party with respect to such claim pursuant to this Section, and the term "Indemnified Party" when used in connection with a particular claim shall mean the party having the right to be indemnified with respect to such claim by the other party pursuant to this Section.

(b) The Indemnified Party agrees to afford the Indemnifying Party and its counsel the opportunity to be present at, and to participate in, conferences with all persons, including governmental authorities, asserting any claim against the Indemnified Party and conferences with representatives of or counsel for such persons.

(c) The Indemnifying Party shall pay to the Indemnified Party, upon demand, the amount of any damages to which the Indemnified Party is entitled by reason of the provisions of this Section, such payment to be made in cash or other immediately available funds to any account designated by the Indemnified Party.

(d) In the event that any Indemnified Party has a right against a third party with respect to any damages, losses, costs or expenses paid to such Indemnified Party by an Indemnifying Party, then such Indemnifying Party shall, to the extent of such payment, be subrogated to the right of such Indemnified Party.

(e) The Indemnified Party shall give reasonable written notice to the Indemnifying Party (i) of each claim for indemnification and nature of the claim, and (ii) of any matter which in the opinion of the Indemnified Party is likely to give rise to an indemnification claim. Failure to give notice of a matter that may give rise to an indemnification claim shall not affect the rights of an Indemnified Party to collect such claim from the Indemnifying Party except to the extent such failure is materially prejudicial to the rights of the Indemnifying Party. The Indemnifying Party may take over the defense and settlement of any such matter unless in the reasonable judgment of the Indemnified Party the interest of the Indemnified Party would be materially impaired thereby. In such case, the Indemnifying Party shall have the right to participate at its own expense in the defense of any such matter or in its settlement. The Indemnified Party may not agree to a settlement of any claim to which it seeks indemnification from the Indemnifying Party without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld.

(f) In the event that a claim for indemnification is submitted and the parties hereto cannot agree on either the right to entitlement or the amount due thereunder within sixty (60) days after such submission, such claim shall be submitted to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Upon the expiration of the sixty (60) day evaluation period set forth immediately above, either party may demand such arbitration in accordance with the procedures set out in those rules. The arbitration shall commence within sixty (60) days of the demand for arbitration and the arbitration shall be held in New Hampshire at a location mutually agreeable to the parties. The arbitrator(s) shall control the scheduling (so as to process the matter expeditiously) and any discovery. The parties may submit written briefs. The arbitrator(s) shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this Section 21.4(f) may be extended upon mutual agreement of the parties or by the arbitrator(s) upon a showing of good cause. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction, and the parties consent to the jurisdiction of the New Hampshire State

courts for this purpose. Subject to the limitation contained in Section 19 herein, the parties may pursue all other remedies with respect to any claim not subject to arbitration.

**22. Notices.** All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be deemed duly given on the next business day if sent by facsimile or overnight delivery, and on the fifth (5th) business day if sent by registered or certified mail, postage prepaid, addressed as follows:

(a) If to Seller: Tele-Media Company of High Desert, L.L.C.  
320 West College Avenue  
P.O. Box 5301  
Pleasant Gap, PA 16823  
Attn: Ira D. Rosenblatt

with copy to: Jonathan P. Young  
Tele-Media Corporation of Delaware  
320 West College Avenue  
P.O. Box 5301  
Pleasant Gap, PA 16823

(b) If to Buyer: Dos Costas Community Corporation  
1818 S. Australian Avenue, Suite 102  
West Palm Beach, Florida 33409  
Attn: Roland Anthony Ulloa

with copy to: Erwin G. Krasnow, Esq.  
Shook, Hardy & Bacon L.L.P.  
600 14<sup>th</sup> Street, N.W., Suite 800  
Washington, D.C. 20005-2004

or any such other addresses as the parties may from time to time designate in writing.

**23. Benefit and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. This Agreement shall not be assigned except as otherwise contemplated herein without the prior written consent of the other party hereto.

**24. No Third Party Rights.** This Agreement is not intended and shall not be construed to create any rights in any parties other than Seller and Buyer and no person shall assert any rights as third party beneficiary hereunder.

**25. Other Documents.** The parties shall execute such other documents as may be necessary and desirable to the implementation and consummation of this



Agreement. Buyer or Seller shall execute and deliver such additional documents following the Closing Date as Seller or Buyer, as the case may be, may reasonably deem necessary or desirable to vest in Buyer title to the Assets and the Stations, and to confirm for Seller Buyer's assumption of Liabilities pursuant to Section 5.

**27. Publicity.** Neither Buyer nor Seller shall, without the approval of the other party (Which may no be unreasonably withheld) make any press release or other public announcement concerning the Transaction, except as and to the extent that such party shall be so obligated by law.

**268. Exhibits; Schedules.** All Exhibits and Schedules attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein.

**29. Construction.** This Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its rules for conflict of laws.

**30. Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument.

**31. Headings.** The headings of the paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only and in no respect define, limit or describe the scope of this Agreement or the intent of any paragraph hereof.

**32. Entire Agreement.** This Agreement, all Schedules and Exhibits hereto and all agreements and other instruments to be delivered by the parties pursuant hereto, represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersede all prior negotiations between such parties, and can be amended, supplemented or changed only by an agreement in writing which makes specific reference to this Agreement or the agreement or other instrument delivered pursuant hereto, as the case may be, and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

**SELLER:**

**TELE-MEDIA COMPANY OF HIGH DESERT, L.L.C.**

By: Tele-Media Corporation of Delaware, as Manager

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

Vice President

**BUYER:**

**DOS COSTAS COMMUNICATIONS CORPORATION**

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

Roland Anthony Ulloa, President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

**SELLER:**

**TELE-MEDIA COMPANY OF HIGH DESERT, L.L.C.**

By: Tele-Media Corporation of Delaware, as Manager

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

Vice President

**BUYER:**

**DOS COSTAS COMMUNICATIONS CORPORATION**

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

Roland Anthony Ulloa, President

## **SCHEDULES**

Schedule 3.1	FCC Licenses
Schedule 3.2	Personal Tangible Assets
Schedule 3.3	Assigned Agreements
Schedule 3.4	Copyrights, Trademarks, etc.
Schedule 3.7	Real Property
Schedule 4	Excluded Assets
Schedule 6.6	Allocation of Purchase Price
Schedule 7.2.1	Insurance
Schedule 7.5	Liens
Schedule 7.8	Governmental and Third Party Consents; Options and Rights of First Refusal
Schedule 7.14	Taxes

## Schedule 3.1

### FCC Licenses

#### Main Broadcast Licenses

KDUC-FM	BLH-911031KC	Expired 12/1/97
KDUQ-FM	BMLH-20010517AAX	Expires 12/1/05
KSZL-FM	BS-931026	Expires 12/1/05
KXXZ-FM	BLH-20020318AAW	Expires 12/1/05

#### Auxiliary Licenses - Studio Transmitter Links

KDUC-FM	BMLH-970616KB	Expires 12/1/05
KDUC-FM	WLL-430	Expires 12/1/05
KXXZ-FM	WLJ-873	Expires 12/1/05

#### Remote Pick Up License

KSZL-AM	KFN-306	Expires 12/1/05
KSZL-AM	KFN-307	Expires 12/1/05

See attached for copies of the above FCC Licenses.

United States of America

239

FEDERAL COMMUNICATIONS COMMISSION  
FM BROADCAST STATION LICENSE

Official Mailing Address:

FIRST AMERICAN COMMUNICATIONS CORP.  
P.O. BOX 250  
BARSTOW, CA 92311

Authorizing Official:

*Dale E. Bickel*  
Dale E. Bickel  
Supervisory Engineer, FM Branch  
Audio Services Division  
Mass Media Bureau

Grant Date:

Call sign: KDUC

This license expires 3:00 am.  
local time: December 01, 1997

License File No.: BLH-911031KC

This license covers Permit No.: 9011011A

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.

Name of Licensee:

FIRST AMERICAN COMMUNICATIONS CORPORATION

Station Location:

CA-BARSTOW

Call sign: KDOC

License #: BLH-911031KC

Frequency (MHz): 94.3

Channel: 232

Class: B1

Hours of Operation: Unlimited

Main Studio Address:

CA-29000 Radio Road, Barstow, California

Transmitter location (address or description):

9 kilometers north northwest of Barstow City Hall,  
Barstow, California

Remote control point address:

CA-29000 Radio Road, Barstow, California

Transmitter: Type accepted. See Sections 73.1660, 73.1665 and 73.1670  
of the Commission's Rules.

Transmitter output power (kW): 4.8

Antenna type: (directional or non-directional): Non-directional

Desc: ERI/Continental G5CPM-3E-SP three section antenna circularly  
polarized mounted on top of a tri-ex self-supported tower.Antenna coordinates: North Latitude: 34 58 15.0  
West Longitude: 117 02 22.0

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the horizontal plane (kW) . . . . . :	4.6	4.6
Height of radiation center above ground (meters) . . . . . :	29.0	29.0
Height of radiation center above mean sea level (meters) . . . . . :	1043.0	1043.0

Call sign: KDUC

License : BLH-911031KC

Height of radiation center above

average terrain (meters) . . . . . : 239.0 239.0

Overall height of antenna structure above ground (including obstruction  
lighting, if any) . . . . . : 34.0 metersObstruction 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



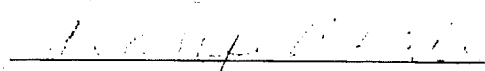


United States of America  
**FEDERAL COMMUNICATIONS COMMISSION**  
**FM BROADCAST STATION LICENSE**

Authorizing Official:

Official Mailing Address:

TELE-MEDIA CO. OF SOUTHERN CALIFORNIA, LLC  
320 WEST COLLEGE AVENUE  
PLEASANT GAP PA 16823

  
Brian J. Butler

Supervisory Engineer  
Audio Services Division  
Mass Media Bureau

Facility Id: 21497

Call Sign: KDUQ

License File Number: BMLH-20010517AAX

Grant Date: **AUG 17 2001**

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

This license modifies License No.: BLH-19950718KB Granted: 10-30-1995

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.

Name of Licensee: TELE-MEDIA CO. OF SOUTHERN CALIFORNIA, LLC

Station Location: CA-LUDLOW

Frequency (MHz): 102.5

Channel: 273

Class: A

Hours of Operation: Unlimited

Callsign: KDUQ

License No.: BMLH-20010517AAX

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Transmitter output power: 3.3 kW

Antenna type: (directional or non-directional): Non-Directional

Description: ERI LPX-6E

Antenna Coordinates: North Latitude: 34 deg 43 min 21 sec

West Longitude: 116 deg 10 min 04 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	6.0	6.0
Height of radiation center above ground (Meters):	32	32
Height of radiation center above mean sea level (Meters):	561	561
Height of radiation center above average terrain (Meters):	-50	-50

Antenna structure registration number: Not Required

Overall height of antenna structure above ground: 45 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

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

File No. : BS-931026

AM BROADCAST STATION LICENSE

Call Sign : K S Z L

LICENSEE:

FIRST AMERICAN COMMUNICATIONS  
CORPORATION

1. Community of License. . . : Barstow, California

2. Transmitter location. . . . : 29000 Radio Road  
Barstow, CA

North Latitude. . . . . : 34° 54' 44"  
West Longitude. . . . . : 117° 01' 39"

6. Antenna and ground system:

Vertical, guyed, tapered, tubular, series-excited steel radiator 60.96 m (90°) in height (61.57 m overall). Theoretical efficiency: 305.78 mV/m/kW at 1 km. Ground system consists of 120 equally spaced, buried, copper radials 97.54 m in length.

3. Transmitter(s): Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's rules)

4. Main Studio Location: (See Section 73.1125)

5. Remote control location  
29000 Radio Road  
Barstow, CA

7. Obstruction marking and lighting specifications - FCC Form 715, paragraphs: 1, 3, 12 & 21.

8. Frequency. . . . . : 1230 kHz

9. Nominal power (kW). . . . . : 1.0 Day 1.0 Night

Antenna input power (kW) :

1.0 Day ☒ Non-directional antenna : current 3.10 amperes: resistance 104 ohms.  
☐ Directional antenna :

1.0 Night ☒ Non-directional antenna : current 3.10 amperes: resistance 104 ohms.  
☐ Directional antenna :

10. Hours of operation : BR-1775

11. Conditions. . . . . : Licensee shall accept such interference as may be imposed by other existing Class IV stations in the event they are subsequently authorized to increase power to 1.0 kW.

BS-931026: TO update licensed nighttime power.

Subject to the provisions of the Communications Act of 1934, as amended, subsequent Acts, Treaties, and Commission rules made thereunder, and further subject to conditions set forth in this license,<sup>1</sup> the LICENSEE is hereby authorized to use and operate the radio transmitting apparatus herein described for the purpose of broadcasting for the term ending 3 A.M. Local Time

December 1, 1997

The Commission reserves the right during said license period of terminating this license or making effective any change, or modification of this license which may be necessary to comply with any decision of the Commission rendered as a result of any hearing held under the rules of the Commission prior to the commencement of this license period.

The license is issued on the licensee's representation that the statements contained in the 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, as amended. This license is subject to the right of control by the Government of the United States conferred by section 606 of the Communications Act of 1934, as amended.

MLB:yl

FEDERAL  
COMMUNICATIONS  
COMMISSION



<sup>1</sup> This license consists of this page and pages

Dated:

JAN 26 1994

DO NOT REMOVE CARBONS

Please Type or Print on This Form

Form Approved OMB NO. 2120-0001

U.S. Department of Transportation  
Federal Aviation AdministrationNotice of Proposed  
Construction or Alteration

Aeronautical Study Number

77-AWP-0455-0E

## 1. Nature of Proposal

FEB 18 1997

A. Type ☐ New Construction ☒ Alteration \*

B. Class ☒ Permanent ☐ Temporary (Duration 3 months)

C. Work Schedule Dates Beginning                      End                     

\* If Alteration, provide previous FAA Aeronautical Study Number, if available:                     

3A. Name, address, and telephone number of individual, company corporation, etc. proposing the construction or alteration. (Number, Street, City, State, and Zip Code)

First American Communications Corp.  
29000 Radio Rd.  
P.O. Box 250  
Barstow, CA 92311  
(619) 256-2121  
Area Code Telephone Number

3B. Name, address and telephone number of proponent's representative, if different than 3A. above.

**ANY FUTURE CHANGE IN  
FREQUENCY, RADIATED POWER  
OR ANTENNA CHARACTERISTICS  
SHALL BE FILED AS NOTICE TO  
THE FAA ON FORM 7460-1.**

Area Code Telephone Number

## 2. Complete Description of Structure

Please describe, on a separate sheet of paper if necessary, the proposed construction or alteration.

- A. For proposals involving transmitting stations, include effective radiated power (ERP) and assigned frequency of all proposed or modified transmitters on the structure. (If not known, give frequency band and maximum ERP)
- B. For proposals involving overhead wire, transmission lines, etc., include the size and the configuration of the wires and their supporting structures.
- C. For all proposals, include site orientation, dimensions, and construction materials of the proposed or altered structure.
- D. **Optional**— Describe the type of obstruction marking and lighting system desired for your structure. The FAA will recommend appropriate marking and lighting for the structure in accordance with the standards of Advisory Circular AC 70/7460-1. An FAA marking and lighting recommendation will reflect the minimum acceptable level of conspicuity necessary to warn pilots of the presence of an object. However, the FAA, under certain circumstances, will not object to the use of a system (such as a medium intensity flashing white light system or a dual lighting system) other than the recommended standard

## 4. Location Of Structure

A. Coordinates (to hundredths of seconds, if known)

Latitude 34 <sup>01</sup> 54 <sup>44</sup> "

Longitude 117 <sup>01</sup> 39 "

4D. Source of coordinate information for item 4A. above

☒ USGS 7.5' Quad Chart ☐ Survey ☐ Other Specify

Indicate the reference datum of the coordinates, if known

☒ NAD 27 ☐ NAD 83 ☐ Other Specify

B. Nearest City or Town and State

Barstow, CA

(1). Distance to 4B

1 Mi.

(2). Direction to 4B

175°

C. Nearest public or military airport, heliport, flightpark, or seaplane base

14 Mi.

(1). Distance from structure to nearest point of nearest runway

14 Mi.

(2). Direction from structure to airport

100°

## 5. Height and Elevation (to nearest foot)

A. Elevation of site above mean sea level.

2122

B. Height of structure including all appurtenances and lighting above ground or water.

225

C. Overall height above mean sea level (A + B)

2347

4E. Describe, on a separate sheet of paper, the location of the site with respect to highways, streets, airports, prominent terrain features, existing structures, etc. Attach a copy of a U.S. Geological Survey quadrangle map 7.5 minute series (or equivalent) showing the construction site. If available, attach a copy of a documented site survey with the surveyor's certification.

## FAILURE TO PROVIDE ALL REQUESTED INFORMATION MAY DELAY PROCESSING OF YOUR NOTICE

Notice is required by Part 77 of the Federal Aviation Regulations (14 C.F.R. Part 77) pursuant to Section 1101 of the Federal Aviation Act of 1958, as amended (49 U.S.C. app. § 1501). Persons who knowingly and willfully violate the Notice requirements of Part 77 are subject to a civil penalty of \$1,000 per day until the notice is received, pursuant to Section 901(a) of the Federal Aviation Act of 1958, as amended (49 U.S.C. app. § 1471(a)) as well as the fine (criminal penalty) of not more than \$500 for the first offense and not more than \$2,000 for subsequent offenses, pursuant to Section 902(a) of the Federal Aviation Act of 1958, as amended (49 U.S.C. app. § 1472(a)).

I HEREBY CERTIFY that all of the above statements made by me are true, complete, and correct to the best of my knowledge. In addition, I agree to obstruction mark and/or light the structure in accordance with established marking & lighting standards as necessary.

Date 2-14-97

Typed or Printed Name and Title of Person Filing Notice

DAVID ROSE CONSULTING ENGINEER

Signature

David Rose

FAA will either return this form or issue a separate acknowledgement.

## FOR FAA USE ONLY

## The Proposal:

Supplemental Notice of Construction, FAA Form 7460-2, is required any time the project is abandoned, or

- ☐ Does not require a notice to FAA.
- ☒ is not identified as an obstruction under any standard of FAR, Part 77, Subpart C, and would not be a hazard to navigation
- ☐ is identified as an obstruction under the standards of FAR, Part 77, Subpart C, but would not be a hazard to navigation.
- ☒ Should be obstruction marked ☒ lighted per FAA Advisory Circular 70/7460-1, Chapters 3, 4, 5, & 13
- ☐ Obstruction marking and lighting are not necessary

☒ At least 48 hours before the start of construction.☒ Within five days after the construction reaches its greatest height.

This determination expires on

(a) extended, revised or terminated by the issuing office.

(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit is made to the FCC on or before the above expiration date. In such cases the determination expires on the date prescribed by the FCC for completion of construction, or on the date the FCC denies the application.

NOTE: Request for extension of the effective period of this determination must be postmarked or delivered to the issuing office at least 15 days prior to the expiration date.

If the structure is subject to the licensing authority of the FCC, a copy of this determination will be sent to that agency.

Remarks

NAD 83 Coordinates (Use these coordinates for any future correspondence with the FAA)

Latitude

34° 54' 43.93"

Longitude

117° 01' 42.14"

Issued in

Signature

Date



UNITED STATES OF AMERICA  
FEDERAL COMMUNICATIONS COMMISSION



ANTENNA STRUCTURE REGISTRATION

Part 17 of the FCC rules requires you to: (1) immediately provide a copy of this registration to each FCC licensed tenant of your structure (although not required, you may want to use Certified Mail to obtain proof of receipt); and, (2) display the Registration Number in a conspicuous place visible near the base of the structure (unless a government entity objects, in writing, to the display near a historic landmark).

<b>Owner:</b>  FIRST AMERICAN COMMUNICATIONS CORP DAVID ROSE PO BOX 250 BARSTOW CA 92312-0250	<b>Registration Number:</b>  1032602
	<b>Issue Date:</b>  11/04/97
<b>Location of Antenna Structure:</b>  29000 RADIO RD BARSTOW CA	<b>Ground Elevation:</b>  646.8 meters
	<b>Overall Height Above Ground (AGL):</b>  68.6 meters
<b>Latitude</b>  N34-54-44	<b>Longitude</b>  W117-01-39      NAD 27
<b>Overall Height Above Mean Sea Level (AMSL):</b>  715.4 meters	
<b>Painting and Lighting Requirements:</b> Paint and Light in Accordance with FAA Circular Number 70/7460-1J Chapters 3, 4, 5, 13 <b>Special Conditions:</b>	

FEDERAL COMMUNICATIONS  
COMMISSION  
WASHINGTON, DC 20554

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE \$300

FIRST CLASS MAIL  
POSTAGE & FEES PAID  
FEDERAL  
COMMUNICATIONS  
COMMISSION  
PERMIT NO. G111

LICENSE RENEWAL AUTHORIZATION

THIS IS TO NOTIFY YOU THAT YOUR  
APPLICATION FOR RENEWAL OF LICENSE  
WAS GRANTED ON 11-19-1997 FOR A  
TERM EXPIRING ON 12-01-2008

THIS IS YOUR LICENSE RENEWAL  
AUTHORIZATION FOR STATION KSEL

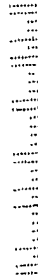
LOCATION: BARSTOW, CA

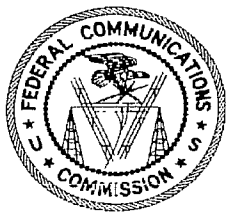
THIS ALSO IS THE RENEWAL CERTIFICATE  
FOR YOUR CURRENTLY AUTHORIZED  
AUXILIARY SERVICES.

THIS CARD MUST BE POSTED WITH THE  
STATION'S LICENSE CERTIFICATE AND ANY  
SUBSEQUENT MODIFICATIONS.

FIRST AMERICAN COMMUNICATIONS CORP.  
KSEL AM STATION  
C/O P. O. BOX 150  
BARSTOW, CA 92311

FCC 372 (4/95) NOTIFICATION





United States of America  
**FEDERAL COMMUNICATIONS COMMISSION**  
**FM BROADCAST STATION LICENSE**

Authorizing Official:

Official Mailing Address:

TELE-MEDIA COMPANY OF HIGH DESERT, LLC  
320 WEST COLLEGE AVE.  
PLEASANT GAP PA 16823

*Penelope A. Dade*  
Penelope A. Dade

Supervisory Analyst

Audio Division

Media Bureau

Facility Id: 27984

Call Sign: KXXZ

License File Number: BLH-20020318AAW

Grant Date: MAY 17 2002

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

This License Covers Permit No.: BPH-19970724II as modified by  
BMPH-20011105AAZ Dated 12/04/2001

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.

Name of Licensee: TELE-MEDIA COMPANY OF HIGH DESERT, LLC

Station Location: CA-BARSTOW

Frequency (MHz): 95.9

Channel: 240

Class: B1

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Transmitter output power: 4.9 kW

Antenna type: (directional or non-directional): Non-Directional

Description: ERI LPX-6C

Antenna Coordinates: North Latitude: 34 deg 51 min 22 sec

West Longitude: 117 deg 03 min 00 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	8.9	8.9
Height of radiation center above ground (Meters):	33	33
Height of radiation center above mean sea level (Meters):	922	922
Height of radiation center above average terrain (Meters):	148	148

Antenna structure registration number: Not Required

Overall height of antenna structure above ground: 38 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

Special operating conditions or restrictions:

1 \*\*\*\*\* This is a Section 73.215 contour protection grant \*\*\*\*\*  
\*\*\*\*\* as requested by this applicant \*\*\*\*\*

2 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 \*\*\*



**FLEISCHMAN AND WALSH, L. L. P.**

ATTORNEYS AT LAW

A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION

1400 SIXTEENTH STREET, N. W.

WASHINGTON, D. C. 20036

TEL (202) 939-7900 FAX (202) 745-0916

INTERNET www.fw-law.com

AARON I. FLEISCHMAN

FLEISCHMAN AND WALSH, P. C.

CHARLES S. WALSH

ARTHUR H. HARDING

STUART F. FELDSTEIN

JEFFRY L. HARDIN

STEPHEN A. BOUCHARD

R. BRUCE BECKNER

CHRISTOPHER G. WOOD

SETH A. DAVIDSON

JAMES F. MORIARTY

MATTHEW D. EMMER

LOUIS H. DUPART\*

SHARON O'MALLEY MONAHAN\*\*

LAWRENCE R. FREEDMAN

ERIC E. BREISACH\*\*\*

JOEL D. BONFIGLIO

SETH M. WARNER

JILL KLEPPE McCLELLAND

REGINA FAMIGLIETTI PACE

CRAIG A. GILLEY

MARK D. PIHLSTROM

BRIAN C. MALADY

THOMAS E. KNIGHT

MARK B. DENBO

STEVEN J. HAMRICK

KEVIN C. BRENNAN

RICHARD L. DAVIS

SHARI L. WILKOZEK +

LISA CHANDLER CORDELL

JOHN P. McALLISTER\*\*

DAVID J. LAVAN

AIMEE E. KNAPP

PETER B. SANCHEZ

KRISTA K. STARK ++

ANDREW QUINN ++

**MEMORANDUM**

**TO:** Allen Jacobson, Esq.  
Ira Rosenblatt  
Tom Shealy

**CC:** Joel Saxberg

**FROM:** Mark Denbo

**SUBJECT:** New License for KXXZ(FM), Barstow, CA

**DATE:** May 23, 2002

\* VA BAR ONLY  
\*\* MA BAR ONLY  
\*\*\* MI AND IL BAR ONLY  
+ IL BAR ONLY  
++ LEGISLATIVE, NON-LAWYER

---

The FCC has granted a new license for KXXZ(FM), Barstow, CA, to specify the new height, power and antenna model at the "I Street" site, and to correct that location's antenna coordinates. A copy is attached. Joel should review this authorization to make sure that all of the data reported is correct, and Tom should post a copy of this license at the transmitter site and place a copy in the station's public inspection file.

Please call me with any questions.

Enclosure

146149.1



United States of America  
**FEDERAL COMMUNICATIONS COMMISSION**  
**FM BROADCAST STATION LICENSE**  
**AUXILIARY ANTENNA**

Official Mailing Address:

FIRST AMERICAN COMMUNICATIONS CORP.  
P.O. BOX 250  
BARSTOW, CA 92312

Authorizing Official:

*[Signature]*  
Daniel J Fontaine  
Supervisory Engineer  
Audio Services Division  
Mass Media Bureau

Grant Date: *Feb 8 1998*

Call Sign: KDOC

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

License File No.: BMLH-970616KB

This license modifies License No.: BLH-7874  
Dated: 08/16/79

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.

Name of Licensee:

FIRST AMERICAN COMMUNICATIONS CORPORATION

Station Location:

CA-BARSTOW

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 radiation in excess of FCC guidelines.

\*\*\* END OF AUTHORIZATION \*\*\*

**LICENSE RENEWAL AUTHORIZATION**

THIS IS TO NOTIFY YOU THAT YOUR  
APPLICATION FOR RENEWAL OF LICENSE  
WAS GRANTED ON 11-25-1997 FOR A  
TERM EXPIRING ON 12-01-2005

THIS IS YOUR LICENSE RENEWAL  
AUTHORIZATION FOR STATION KDUC

LOCATION: BARSTOW, CA

THIS ALSO IS THE RENEWAL CERTIFICATE  
FOR YOUR CURRENTLY AUTHORIZED  
AUXILIARY SERVICES.

THIS CARD MUST BE POSTED WITH THE  
STATION'S LICENSE CERTIFICATE AND ANY  
SUBSEQUENT MODIFICATIONS.

FEDERAL COMMUNICATIONS  
COMMISSION  
WASHINGTON, DC 20554

OFFICIAL BUSINESS  
PENALTY FOR PRIVATE USE \$300

FIRST CLASS MAIL  
POSTAGE & FEES PAID  
FEDERAL  
COMMUNICATIONS  
COMMISSION  
PERMIT NO G111

FIRST AMERICAN COMMUNICATIONS CORP.  
KDUC FM STATION  
P.O. BOX 250  
BARSTOW, CA 92311

FCC 372 (4/95) NOTIFICATION

92312+0230



Federal Communications Commission  
Wireless Telecommunications Bureau  
Radio Station Authorization

64

Page 1 of 1

Licensee: TELE-MEDIA COMPANY OF HIGH DESERT, L.L.C.

TELE-MEDIA COMPANY OF HIGH DESERT, L.L.C  
320 WEST COLLEGE AVENUE P.O. BOX 5301  
P.O. Box 5301  
PLEASANT GAP PA 16823-5301

FCC Registration Number (FRN) 0003776192	
Call Sign WLL430	
File Number	
Radio Service AS - Aural Studio Transmitter Link	
SMSA	Station Class FX0

Grant Date 09-24-1987	Effective Date 07-10-2002	Print Date 01-22-2003	Expiration Date 12-01-2005
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LOCATION

Fixed Location Address or Area of Operation

29000 RADIO RD

City  
BARSTOW

County  
SAN BERNARDINO

State  
CA

Loc No.	Location Name	Latitude	Longitude	Elevation	Antenna Structure Registration No.
001		34-54-43.9 N	117-01-42.1 W	640.1	

FREQUENCY PATHS

Frequency (MHz)	Tot (%)	Emission Desig	EIRP (dBm)	Constr Date	Path No	Seg No	Emit Loc No	Ant Hgt (m)	Gain (dBi)	Beam (deg)	POL	AZIM (deg)	Rec Loc No	Rec Call Sign
951.5		500KF9W	53.2		001	1	001	3.0		13.0	H	351.0	001	

Additional Waivers/Conditions: The Facility ID of the Associated Broadcast Parent Station for this license is 21495.

Conditions:

Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 706.



Federal Communications Commission  
Wireless Telecommunications Bureau  
Radio Station Authorization

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Licensee: TELE-MEDIA COMPANY OF HIGH DESERT, LLC

TELE-MEDIA COMPANY OF HIGH DESERT, LLC  
320 WEST COLLEGE AVE.  
PLEASANT GAP PA 16823

FCC Registration Number (FRN) 0003776192	
Call Sign WLJ873	
File Number	
Radio Service AS - Aural Studio Transmitter Link	
SMSA	Station Class FX0

Grant Date	Effective Date	Print Date	Expiration Date
05-28-1992	05-28-1992	01-22-2003	12-01-2005

LOCATION

Fixed Location Address or Area of Operation

1581 MAIN STREET

City BARSTOW	County SAN BERNARDINO	State CA
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Loc No. 001	Location Name	Latitude 34-51-19.9 N	Longitude 117-03-00.1 W	Elevation 890.0	Antenna Structure Registration No.
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FREQUENCY PATHS

Frequency (MHz)	Tot (%)	Emission Desig	EIRP (dBm)	Constr Date	Path No	Seg No	Emit Loc No	Ant (m)	Hgt (m)	Gain (dBi)	Beam (deg)	POL	AZIM (deg)	Rec Loc No	Rec Call Sign
944.875		250KF9W	40.8		001	1	001	2.7			13.0	H	10.0	001	
945.125		250KF9W	40.8		001	1	001	2.7			13.0	H	10.0	001	

Additional Waivers/Conditions: The Facility ID of the Associated Broadcast Parent Station for this license is 27984.

Conditions:

Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 706.



Federal Communications Commission  
Wireless Telecommunications Bureau

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RADIO STATION AUTHORIZATION

Licensee: TELE-MEDIA COMPANY OF HIGH DESERT, L.L.C.

FCC Registration  
Number (FRN): 0003776192

TELE-MEDIA COMPANY OF HIGH DESERT,  
L.L.C.  
320 WEST COLLEGE AVENUE P.O. BOX 5301  
PO BOX 5301  
PLEASANT GAP PA 16823-5301

Call Sign KFN306	File Number
Radio Service RP - Broadcast Auxiliary Remote Pickup	
Regulatory Status PMRS	
Frequency Coordination Number	

Grant Date 11-14-1966	Effective Date 07-10-2002	Expiration Date 12-01-2005	Print Date 02-10-2003
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STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

Loc. 1  
Address  
City BARSTOW County SAN BERNARDINO State CA  
Lat (NAD83): 34-53-47.9 N Long (NAD83): 117-1-38.1 W ASR No.: Ground Elev:

Antennas											
Loc. No.	Ant. No.	Frequencies (MHZ)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	161.64000	FB	1	0	30K0F3E	30.000				

Broadcast Auxiliary Parent Station Facility ID Number. 21496

Conditions:

Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 706.



Federal Communications Commission  
Wireless Telecommunications Bureau

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RADIO STATION AUTHORIZATION

Licensee: TELE-MEDIA COMPANY OF HIGH DESERT, L.L.C.

FCC Registration  
Number (FRN): 0003776192

TELE-MEDIA COMPANY OF HIGH DESERT,  
L.L.C.  
320 WEST COLLEGE AVENUE P.O. BOX 5301  
PO BOX 5301  
PLEASANT GAP PA 16823-5301

Call Sign KFN307	File Number
Radio Service RP - Broadcast Auxiliary Remote Pickup	
Regulatory Status PMRS	
Frequency Coordination Number	

Grant Date 11-14-1966	Effective Date 07-10-2002	Expiration Date 12-01-2005	Print Date 02-10-2003
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STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

Loc. 1  
Address  
City BARSTOW County SAN BERNARDINO State CA  
Lat (NAD83): 34-54-43.9 N Long (NAD83): 117-1-42.1 W ASR No.: Ground Elev:

Antennas											
Loc. No.	Ant. No.	Frequencies (MHZ)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	161.64000	FB	1	0	30K0F3E	20.000				

Broadcast Auxiliary Parent Station Facility ID Number: 21496

Conditions:

Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 706.



**Schedule 3.2**

**Personal Tangible Assets**

See Attached

**Tele-Media Company of High Desert, LLC**  
**Assets Inventory of**  
**KXXZ(F) KDOC(F) KDUQ(F) KSZL(A)**  
**Prepared January 10, 2003**  
**revised 040103**

<b>Outside</b>		<b>Satellite Antennas and STL Antennas</b>	
\$	3,000.00	2	2 Satellite Dish 12 foot - comtech fiberglass/ mesh paraclipse
\$	750.00	1	1 STL Dish
\$	350.00	1	1 Marti Whip Antenna
<b>Office</b>		<b>Lobby Receptionists Area</b>	
\$	400.00	1	1 Credenza
\$	100.00	1	1 Matching Chair
\$	150.00	1	1 Matching Love Seat
\$	400.00	1	1 HP Inkjet Fax Machine
\$	250.00	1	1 Desk
\$	400.00	1	1 Typewriter and Stand
\$	140.00	1	2 drawer filing cabinet
\$	160.00	2	2 Amerex fire extinguishers
\$	200.00	1	1 Telephone
\$	50.00	1	1 End Table
\$	20.00	1	1 Waste Basket
\$	50.00	1	1 Desk Chair
\$	35.00	1	1 Panasonic Pencil Sharpener
\$	100.00		Various Plaques, Trophies and Wall Art
<b>Office</b>		<b>Traffic Office</b>	
\$	850.00	2	2 Desk
\$	250.00	1	1 Computer Cart
\$	800.00	1	1 NCS Computer P120MHZ with Zip Drive
\$	200.00	1	1 Packard Bell Monitor 14" model p38538SUGA ser # 71470586
\$	450.00	2	2 HP Printer model 712C SER# SGG4EIN15W
\$	75.00	1	1 Computer Monitor Armature
\$	800.00	1	1 NCS Computer P120MHZ
\$	200.00	1	1 Computer Monitor
\$	20.00	1	1 Shelf
\$	150.00	1	1 19" Samsung TV model T09170m SER# 261201831
\$	100.00	1	1 Hitachi VCR model VT1310A SER# A60920799
\$	150.00	2	2 Chair
\$	175.00	2	2 Dry Erase Blackboards
\$	100.00	1	1 Typewriter Table
\$	250.00	2	2 Drawer File Cabinets
<b>Office</b>		<b>Administrative Annex - Copier Center</b>	
\$	850.00	1	1 Xerox Personal Photocopier XD 125+C3
\$	1,200.00	1	1 Fire Proof Four Drawer File Cabinet
\$	50.00	1	1 Corkboard
\$	75.00	3	3 4 shelf literature racks
\$	100.00	1	1 Computer Printer Table
<b>Office</b>		<b>Furniture and Fixtures - Misc</b>	
\$	75.00	3	3 Wall Art - Ladies Room
\$	50.00	2	2 Wall Art - Mens Room
\$	150.00	2	2 Chairs
\$	200.00	1	1 Six Foot Folding Table
\$	125.00	1	1 Coffee Service Stand
\$	60.00	1	1 Coffee Maker

Office		Sales Office - Multi Seat
\$	400.00	1 4 Drawer filing cabinet
\$	200.00	1 IBM typewriter SER # 11-0175881 model wheel writer
\$	100.00	1 Royal 41550HD calculator ER 43179118
\$	200.00	1 RCA AM/fm/Cassette/CD Player 7375
\$	300.00	2 Chairs
\$	480.00	4 2 drawer filing cabinets
\$	2,400.00	2 Pentium Computers with monitors
\$	300.00	1 Prize Wheel
\$	600.00	3 Telephone
\$	20.00	3 Waste Basket
\$	100.00	1 Two Drawer File Cabinet
\$	150.00	3 Chairs
\$	200.00	6 Corkboards
\$	325.00	1 1 Dry Erase Board
\$	295.00	1 HP 895 cse Inkjet Printer
\$	175.00	2 UPS Power Supply Surge Protectors

Office		Sales Area - Single Seat
\$	400.00	1 IBM Typewriter Wheel writer 2 SER# 184603ID32 ( Not Working - Storage)
\$	1,200.00	1 Pentium II Computer with CDRW
\$	200.00	1 Computer Monitor KDS
\$	280.00	2 2 Drawer filing cabinets
\$	80.00	1 Modular Shelving
\$	200.00	1 Telephone
\$	40.00	2 Waste Baskets
\$	250.00	1 HP 842c Inkjet Printer
\$	75.00	1 Chair
\$	75.00	1 UPS Power Supply

Office		Program Director Office
\$	240.00	2 2 drawer filing cabinet
\$	250.00	1 5 drawer desk
\$	950.00	1 Pentium Computer
\$	225.00	1 ViewMate Computer Monitor
\$	100.00	1 Royal 550 Calculator
\$	40.00	1 Small printer Stand
\$	100.00	1 100 Wood cart rack
\$	100.00	1 Computer Network Hub
\$	200.00	1 Telephone
\$	350.00	1 Marantz PDM 101 Portable Cassette Recorder
\$	50.00	1 Chair
\$	20.00	1 Waste Basket
\$	70.00	2 Cork Board

Office		Conference Room / Talk Studio
\$	240.00	1 3x5 Ease Board
\$	120.00	2 Pictures "Peaceful Lagoon" and "White tailed Deer Elk"
\$	250.00	1 Conference Room Table
\$	750.00	7 Chairs
\$	200.00	1 Telephone
\$	150.00	1 Boom Box
\$	75.00	1 Mobile Wire Rack 2 Shelves
\$	85.00	1 Large Trash Can

Office		Storage Area by Back Door
\$	800.00	2 2 Large 4 drawer filing cabinets
\$	140.00	1 1 Medium 2 drawer filing cabinet
\$	100.00	1 Bucket with wheel and mop

Office		Business Manager Office
\$	100.00	1 Cork Bulletin Board
\$	20.00	1 Panasonic Pencil Sharpener
\$	350.00	1 Pitney Bowles Postage meter and scale
\$	1,800.00	1 HP 4050 Laser Printer with large paper tray
\$	1,250.00	1 Pentium Computer with CDRW & Scanner
\$	400.00	1 NCS 812 meg HARDDRIVE
\$	200.00	1 Sony Trinitron computer monitor model & surge suppressor
\$	100.00	1 Royal model 6600 HD Calculator SER# 44958396
\$	100.00	1 Precision Instruments Disc storage box
\$	140.00	1 Chair
\$	200.00	1 Telephone
\$	850.00	1 Desk Wood with return
\$	650.00	2 Wooden Two Drawer File Cabinets

Office		General Manager Office
\$	350.00	1 Desk
\$	200.00	1 Desk chair
\$	300.00	1 3 drawer file cabinet
\$	350.00	2 Wood chairs
\$	140.00	2 Wall art
\$	200.00	1 Telephone
\$	200.00	1 Four Shelf Wall Unit

KXXZ		Transmitting Equipment
\$	3,500.00	1 Getner VRC2000 Remote Control
\$	150.00	1 Symetrix Telephone Interface
\$	550.00	1 MAP 2 Audio Processor
\$	8,000.00	1 Marti STL Transmitter
\$	1,800.00	1 TFT 844A Dual Freq. Mod Monitor
\$	450.00	1 Patch Bay
\$	500.00	1 Gates Cartridge Deck ( Not working Storage)
\$	450.00	1 CBS Labs audiomax
\$	25,000.00	1 Harris PT5 Solid State 5KW Transmitter
\$	1,250.00	1 RCA Exciter
\$	14,500.00	1 ERI 6 Bay Half Wave Spaced Antenna
\$	5,500.00	1 Harris MS 15 Exciter
\$	450.00	1 Audio Equipment Rack
\$	2,800.00	1 125 feet Heliex with connectors
\$	1,250.00	1 Heliex Hangers
\$	850.00	1 Dehydrator
\$	2,000.00	2 Paraflector STL antennas+C225
\$	500.00	1 Filter cavity
\$	4,000.00	1 Marti STL 15c Receiver

KXXZ		KXXZ On Air Studio
\$	300.00	3 Technics CD players
\$	550.00	1 RE-20 Microphone with Mic Boom
\$	150.00	1 Cue Speakers
\$	1,500.00	1 Pentium II Computer
\$	250.00	1 Computer Monitor KDS
\$	4,500.00	1 Radio System 12 Channel Console
\$	150.00	1 Technics Stereo Receiver
\$	650.00	2 JBL Audio Speakers
\$	150.00	2 Cue Speakers
\$	200.00	1 Telephone
\$	450.00	1 Hollylane EAS System
\$	1,250.00	1 Dart 384 Fairchild Receiver no SEDAT Card
\$	50.00	1 Realistic Tuner
\$	75.00	1 Digital Countdown Clock
\$	20.00	1 Wall Clock
\$	50.00	1 Chair
\$	350.00	1 McMartin EBS Monitor (Storage)

**KDUC****FM AIR and Production Studio**

\$	50.00	1	5 Space Wood shelves
\$	1,000.00	2	JBL speakers Model #4406
\$	1,500.00	1	Pentium II Computer with CDRW
\$	225.00	1	Computer Monitor KFC
\$	150.00	1	Computer Monitor Armature
\$	225.00	1	Computer Monitor Viewmate
\$	150.00	1	Technics CD Player
\$	250.00	1	Sony CD player model CDP-XE400 ser# 3234233482
\$	3,500.00	1	Howe audio products production board #7500
\$	100.00	1	Sony AM/FM receiver Model STR-AV230 SER# 813828
\$	250.00	1	Denon DRW 650 Cassette Deck SER # 0072400433
\$	2,500.00	1	International tape/record machine model RP Ser # 7551
\$	25.00	1	AIWA Headphones model x-301
\$	85.00	1	Sennheiser headphones model HD 450
\$	1,500.00		181 RPM music discs
\$	500.00		6 Broadcast programming music discs
\$	50.00		17 CARTS
\$	500.00		22 Apple production library discs
\$	500.00		72 Miscellaneous music CD's
\$	25.00		30 Country Music CD's
\$	10.00	1	Garnity flashlight
\$	20.00	1	Audio ab\AB bulk eraser model TD 18 SER 19359
\$	1,500.00	1	BRG Production Library 35 CD's
\$	1,000.00	1	Positioners production library 12 CD's
\$	75.00	2	Plantronics P-X 400 Headset/telephone SER# BH 543* and CU5874
\$	450.00	1	Shure SM7 Microphone w/ windscreen
\$	150.00	2	Microphone Boom
\$	350.00	2	Shure 4 channel mixer model M67 SER#
\$	80.00	1	Computer chair
\$	100.00	1	Conference room chair
\$	2,200.00	1	Duophone multi-line controller
\$	450.00	1	Radio system DA
\$	150.00	1	Symetrix 420 interface
\$	3,200.00	4	EV RE-20 Microphones
\$	200.00	1	Telephone
\$	1,250.00	1	Yamaha Effects Generator

## KSZL

## AM Air Studio and Automation Master Control

\$	1,250.00	1 Bel air AM modulation monltor Model AMM-2a ser# 131636
\$	1,250.00	1 Bel air FM modulation monitor Model BMM-1 ser# 108460
\$	1,550.00	1 Collins AM-Meter panel Ser. #636-1432002
\$	1,000.00	1 Collins FM-Meter panel
\$	2,550.00	1 Belair RF Amplifier Model RFA-1Ser# 403091
\$	2,600.00	1 Belair Stereo monitor Model FMS 1 SER# 202225
\$	9,500.00	1 Autogram 12 channel Audio Board
\$	5,800.00	1 ITC Delta Triple Playback Carl Deck
\$	2,500.00	1 Gamer Belt Eraser Model 105
\$	850.00	1 RE-20 Microphone with Boom
\$	225.00	1 Computer Monitor MicroQ
\$	150.00	1 Computer Keyboard with drawer
\$	850.00	1 Custom made Switcher
\$	1,200.00	Various Splitters LNB's Line Amps
\$	250.00	1 Citizen GSX Printer
\$	50.00	1 Micronta Power Relay Audio Switcher Timer
\$	6,000.00	2 Sentry System Silence Sensors
\$	2,000.00	4 Audio Racks
\$	2,900.00	1 Scientific Atlanta receiver model 7300 wide-band BPSK receiver model 3684 SER# 0760
\$	1,850.00	1 Scientific Atlanta digital processing unit Model 7325 SER# 763
\$	3,600.00	1 Fairchild receiver Dart 384 Ser # 8615-361 w/ sedat card
\$	1,250.00	1 Mueller T25-35 tone decoder Ser # 659 (ABC NETCUE 2)
\$	200.00	1 Marantz Amplifier Model 1070 SER# 3527
\$	100.00	1 Dot-matrix printer Model AK50-M01SER AKCH119777
\$	75.00	1 Nikko N890 tuner
\$	800.00	1 EV RE-20 Microphone
\$	300.00	1 Various impedance matching boxes & switching / routing boxes
\$	20.00	1 bearcat scanner model BC560XLT
\$	25.00	1 Realistic AM/FM radio Model 12-626
\$	150.00	2 Symetric Model T1-101 telephone interface SER# 004900
\$	1,250.00	1 EAS decoder ID# MV2EA51 ser# 0420
\$	150.00	1 Gorman Redlich Decoder (EAS)
\$	75.00	3 Techics SKB 14 Speakers SER# S-HF5K021885 AND HF5K02A920
\$	150.00	1 Teac A-450 Reel to reel Ser#66726
\$	50.00	1 Broadcast services switching box
\$	50.00	1 Optimus CD player-model CD 2470 SER# 3204772
\$	100.00	1 Technics SL1200mk2 Turntable
\$	350.00	1 Sony Tuner Receiver
\$	200.00	1 Telephone
\$	20.00	1 Waste Basket
\$	20.00	1 Wall Clock
\$	75.00	1 Chair
\$	900.00	2 JBL 4312 Studio Monitors
\$	7,500.00	3 Starguide III Satellite Receivers
\$	2,200.00	1 Starguide II Satellite Receiver
\$	2,800.00	1 Wegner DR 96 Satellite Reciever
\$	2,000.00	1 Marti transmitter
\$	2,000.00	1 Marti CR-10 Receiver

**Common**

\$ 200.00  
\$ 250.00  
\$ 200.00  
\$ 200.00  
\$ 50.00  
\$ 50.00  
\$ 100.00  
\$ 50.00  
\$ 20.00  
\$ 100.00  
\$ 350.00  
\$ 4,500.00  
\$ 1,350.00  
\$ 1,450.00  
\$ 350.00  
\$ 450.00  
\$ 2,500.00  
\$ 35.00  
\$ 250.00  
\$ 750.00  
\$ 1,600.00

**Remote Broadcast Mobile Equipment**

1 Crate CPA-6P amplifier/mixer SER# PR6DD40001  
2 Audio-centron speakers model AC-H15P SER# H15PB60174 and H15PB60170  
2 KDUC banner  
1 KSZL banner  
1 Antenna stand  
1 Antenna mount  
1 Rack for Marti equipment  
1 Maxi two line phone receiver  
1 small dolly  
Miscellaneous power cords and adapters  
1 Tube type marti rpu in shop1  
1 Marti transmitter and reciever  
1 Comrex PLX  
1 Comrex RLX  
2 Technics Speakers  
1 Peavey PA Speaker  
1 Gentner Telephone Line Extender EFT-100 ( both pieces)  
1 Sony Radio  
1 Gentner Microtel  
1 Onkyo Receiver  
2 EV RE-20 Microphones

**KDUC****FLASH II Main FM Transmitter Site**

\$ 45,000.00  
\$ 2,500.00  
\$ 4,500.00  
\$ 2,500.00  
\$ 3,500.00  
\$ 2,500.00  
\$ 500.00  
\$ 7,500.00  
\$ 1,500.00  
\$ 200.00  
\$ 800.00  
\$ 6,500.00  
\$ 1,200.00

1 Harris Solid State 5kw Transmitter  
1 Advanced Microdynamics TC8 Remote control and relayboard SER# 311  
1 Mosley STL receiver 95.1/5 MHz PCL 600/C ser# 52123r  
1 Space PA tube 40x3500A SER# KE5212  
1 ERI notch filter SER# SN0354  
1 Mark 4' STL antenna  
1 Whirlpool estate 2-1/2ton AC SER# 732738 Whirlpool  
1 ERI 3 bay Half Wave Spaced 94.3 FM Antenna  
1 lighting dissipater  
1 Telephone  
1 Helix Elbow  
300 feet Helix with Hanger and Pressurization Kit  
Helix Connectors

**KDUC****Tower and Back Up FM Antenna**

\$ 45,000.00  
\$ 12,000.00  
\$ 1,250.00  
\$ 4,800.00

1 Magnum 125' tower for AM & ground system  
1 Antenna 3 Bay ERI ( KDUC Backup)  
1 Isocoupler  
1 200 feet Helix with Hangers and Connectors

**Common****Miscellaneous Equipment Not in Service**

\$ 1,200.00	1 K-Duck Character Suit
\$ 5,500.00	1 Otari 505 Open Reel tape deck
\$ 7,500.00	1 Panasonic Telephone System PBX
\$ 1,000.00	5 Panasonic Telephones
\$ 400.00	1 Patchbay
\$ 250.00	1 Technics Tuner
\$ 125.00	1 Technics SL DG 340 CD Player
\$ 1,800.00	2 Pacific Recorders Stereo DA
\$ 1,250.00	1 Spacecom FM3 Data Receiver
\$ 6,500.00	1 ITC Delta Record Playback Cart Deck
\$ 1,250.00	1 Zercorn Mini Two Telephone System
\$ 1,800.00	1 Tascam 122MKII Cassette Deck
\$ 2,200.00	1 Wegner DR185 Satellite Receiver
\$ 4,500.00	1 Starguide II Satellite Receiver
\$ 850.00	1 Gentner SPH-5 Telephone Hybrid
\$ 10,000.00	4 ITC Delta Play only Cart Decks
\$ 200.00	1 Brother Typewriter
\$ 650.00	1 Crate CPA 6-P PA Headend ( amp card needs repair )
\$ 6,500.00	2 Tascam 32 Reel to Reel Decks with Rolling Racks
\$ 200.00	1 Panasonic Plain Paper Fax
\$ 175.00	1 Mini Micro Monitor Model MM125A SER 3 V111100703
\$ 550.00	1 Onkyo Receiver Tuner
\$ 350.00	1 Urei Graphics Equalizer
\$ 250.00	1 Shure Microphone mixer
\$ 150.00	1 Bulk Eraser - tape top model

**Office****Generator Room**

\$ 200.00	2 Audio racks
\$ 8,500.00	1 Onan Propane Generator Set With Switch
\$ 1,500.00	1 Propane Storage Tank 400 gal



**Office****AM Transmitter Room and Storage**

\$	15,000.00	BE 1 Kw AM-1 Solid State AM transmitter
\$	8,500.00	Custom Tuning Network
\$	2,500.00	1 Complete CRL AM Processing Unit
		CRL system stereo generator model S6800 SER# 85081219
		CRL stereo processor Model SPP 800 Ser# 8107615 (all four units) *
		CRL systems spectral energy processor model SEP4008 SER# 8406216 and 8408233
		CRL systems stereo modulation processor model SMP-800
\$	5,500.00	1 Orban 9100 AM Processor
\$	1,500.00	1 Advanced Microdynamics remote control model T08- SER#
\$	4,500.00	1 Moseley PCL 600-aural STL transmitter SER# 52144T
\$	1,800.00	1 Johnson electronics remote control Model T08 SER#
\$	5,000.00	1 Collins 831D-2 FM transmitter (KDUC BACKUP) needs repairs
\$	12,000.00	1 Collins 820D-2 AM transmitter (KSZL MAIN) out of service
\$	5,000.00	1 Collins 20V-3 AM transmitter (KSZL BACKUP) out of service
\$	400.00	2 Telephone
\$	8,500.00	2 Orban 8100A
\$	4,500.00	2 Orban 8100 XTA
\$	2,550.00	1 Orban Studio Chassis 8200 ST
\$	4,500.00	1 Marti STL 15C Transmitter
\$	2,100.00	7 Four Drawer File Cabinets
\$	200.00	1 Two Drawer File Cabinets
\$	300.00	2 Computer Monitors
\$	100.00	1 Microwave Oven
\$	450.00	1 HU961 EAS Receiver ( not in use)
\$	250.00	Keyboards and mice
\$	100.00	1 Computer tools
\$	12,500.00	1 ERI 3 Bay Antenna - Backup KDUC on KSZL Tower

**Common****Telephone System**

\$	15,000.00	Included
		1 Norstar Modular service unit (8 line 24 stations)
		1 1 Surge Protector
		13 m7208 Norstar telephones
		1 m7310 Norstar telephone
		1 End User Training video
		1 Star Talk voice mail 2 port 110 minute- Expandable

**KDUQ**
**Ludlow Transmitter Site**

\$	55,000.00	1	400ft 18m magnum guyed tower & related hardware (no paint /lights)
\$	2,500.00	1	Transector surge protector
\$	3,000.00	1	Moseley stereo generator SCT 3T Ser# SN7751
\$	2,000.00	1	Bard 4 ton A/C unit
\$	8,000.00	1	mobile mini shipboard container 20' Ser# SNB4339050
\$	6,500.00	1	Control Console
\$	13,850.00	1	ERI 6 Bay Half wave spaced Antenna
\$	25,000.00	1	Larcen-TTC FM AKW transmitter SER# 4652-9504-001/ Translator Fm receiver/exciter
\$	3,000.00	1	Bext FM Transposer receiver-exciter HPT FMR SN/37C
\$	12,500.00		Antenna Rigging
		incl	100 Andrew 1 5/8" Heliac, air
		incl	1 Connector, 1 5/8" EIA, gas pass
		incl	1 Connector, 1 5/8" EIA, gas block
		incl	3 Cable hanger (kit of 10)
		incl	3 Round member adapter (kit of 10)
		incl	1 Hoisting grip
		incl	1 Entry boot
		incl	3 Grounding kit
		incl	1 Harris nitrogen regulator
		incl	1 Scala 10 element FM antenna on 94.3MEZ
		incl	50 Andrew 1/2", 75ohm, Heliac from Core
		incl	1 Connector, n (m) 75ohm
		incl	1 Connector, N (F), 75ohm
		incl	1 Elbow, 90 degrees, 1 5/8" EIA
		incl	1 Microwave Filter Co. 50 dB notch filter 75 ohm
		incl	1 Scala Impedance transformer, 75 to 50 ohm
		incl	1 Jumper, 3', rg-214, Type-n m-to-m 50ohm
		incl	1 Adapter, type-N male to type -f female, 75ohm
		incl	1 Temperature sensor with power supply
\$	9,000.00	1	Shively 6 Bay antenna 105.7mHz ( Stored in building)

Common  
\$ 66,000.00

**BE Audio Vault Automation System  
Included**

- 1 Tower control processor for Audiovault
- 3 Broadcast Electronics rs-422
- 2 Audiovault 4x1 stereo audio switcher
- 2 Broadcast Electronics model VMC 16 remote control
- 2 Air sentry II
- 2 Pemo pc extender by CYBEX
- 2 CMB100 100' Cable for CYBEX
- 1 AC2 Telephone autocoupler
- 4 Multi workstation interface card
- 4 Multi workstation software
- 1 Ethernet coax cable kit
- 2 SPS 300B ups for air workstation/New batteries
- 1 SPS 450B ups for server/New batteries
- 4 Cable termination Panel
- 1 Orban 9100b1/ U10 Mono AM Optimod with Nrsc 10khz low
- 1 Pass filter
- 1 Orban studio chassis
- 1 Autogram mini mix 12a 12 channel console
- 1 Middle atlantic UD4 4 space utility drawer
- 6 Middle Atlantic utility shelf
- 12 Simon s66b3-50 punch block
- 2 Belden 8450 U1000 Cable
- 1 Belden 9306 22-AWG, 6 pair solid conductor cable
- 1 1.75" long frame patch panel (1/4") w/2x24 array
- 2 Broadcast Electronics-relay Interface Model VMG 69C7-C016 SER# 306
- 1 control Model VMC 16
- 2 2 cy box extenders
- 1 1 Practical peripherals-PMI44MT11-PHONE Switcher-SER# PM04385
- 1 MDI hard Drive WS.1-808-9202 ser# 56276-2C AM
- 1 MDI hard Drive WS.2-808-9202 ser# 56279-1C FM
- 3 MBEST -450 va power supplies
  - 1. SER# 17274 Model SP5450VA
  - 2. SER# V804833 Model SPS300VA
  - 3. SER# V804864 Model SPS33VA
- 4 Audiovault 100 rec./play audio broads
- 1 Disk-drive 2GB.
- 2 Network Workstation control Proc.
- 1 VMC 16 voice remote control system
- 1 KFC MONITOR MODEL #ck1428a ser# koku4705096
- 1 Keyboard Model RT6255T Ser # 32342334
- 1 Computer keyboard holder
- 1 KFCUSA- COMPUTER MONITOR MODEL ck1428A SER#KDKKU4705136
- 1 Broadcast Electronics VMC 16 relay Board
- 1 KFC Computer monitor Model CT14286 ser# C1KKU4C09770
- 1 MDI server
- 1 Broadcast Electronics VMC16 Remote control and relay panel SER# SN302

\$ 756,565.00

**Sub Total**

<b>KDUC</b>		<b>Equipment Added Since Acquisition</b>
\$	1,000.00	2 600 mhz Pentium II Mid Case 128MB RAM 40GB IDE Hard Drive
\$	1,800.00	1 450mhz Pentium II Large Case 128MB RAM 9.1GB SCSI Hard Drive
\$	2,900.00	1 AV 100 Daughter Audio Card
\$	1,000.00	2 BE Memory Expansion Modules
\$	400.00	1 Router
\$	350.00	1 Satellite LNA
\$	750.00	1 Satellite LNB
\$	580.00	6 Battery Backup UPS
\$	500.00	1 Memory Expansion Board
\$	950.00	1 9.1 GB SCSI Hard Drive
<b>KXXZ</b>		<b>Equipment Added since acquisition ( replacement is indicated )</b>
		<b>Orban 8200 Card 5 and Card 6</b>
\$	650.00	1 Card 5 missing
\$	650.00	1 Card 6 replaced
		<b>BE Audio Vault System Expansion</b>
\$	1,800.00	1 433 mhz Celeron Processor 128 MB RAM 9.1 GB hard drive with Monitor
\$	3,575.00	1 BE AV 100 Record /Play Board
\$	500.00	1 4x1 audio switcher
\$	950.00	1 9.1 GB SCSI Hard Drive
\$	100.00	1 10 Base T Hub
\$	600.00	6 Network Card
\$	750.00	5 ACP UPS power supplies/Surge Proctectors
\$	776,370.00	<b>Total Asset with Additions</b>
\$	175,000.00	Real Estate 10 Acres with 258 ft Magnum tower and ground system
\$	82,000.00	1850 sq ft building with 12 parking paved parking spaces
\$	1,033,370.00	<b>Total Assets including Real Property</b>

**Schedule 3.3**

**Assigned Agreements**

See Attached

**Tele-Media Company of Southern California, L.L.C.**

Radio Stations:     KDUC-FM  
                               KDUQ-FM  
                               KSZL-AM  
                               KXXZ-FM

**Contracts**

	<b><u>Expiration Date</u></b>	<b><u>Rent/Fee</u></b>
ASCAP (for all stations)	N/A	N/A
ABC Direction News (Paul Harvey Rider)	year to year	
ABC Radio Network (KDUC)	11/04 (thereafter, yr. to yr.)	\$350.00/mo.
ABC Radio Network (KDUQ)	11/04 (thereafter, yr. to yr.)	None
ABC Radio Network (KSZL)	7/03 (thereafter, yr. to yr.)	\$350.00/mo. (termination notice sent)
BMI (for all stations)	N/A	N/A
Broadcast Electronics	Software License	\$133.50 mo
CBSI	2/1/02 (thereafter, month to month)	\$120/mo. & 300/yr. - user fee
Culligan Water	30 day notice	barter
Dame – Gallagher Networks, LLC (The Mike Gallagher Show)	90 day notice	barter
GTE Long Distance	upon notice	as used
JJ McKay Productions ( Station Voice)	month to month	\$150/mo.
HH&J Knoll Enterprises, Inc. (KDUQ-FM tower site lease - Ludlow, CA)	4/30/09+10yr. renewal	\$400.00/mo.+
Mark Krueger Productions (KXXZ)	30 day notice	\$150/mo.
Linkline ( Station DSL )	30 day notice	average \$57 mo
Samuel & Vera Lunsway (KXXZ I Street tower site lease)	12/7/04 + 5yrs.	\$550.00/mo.
Metro Traffic Control, Inc.	90 day notice	barter
Network Music (production music)	11/30/05	prepaid until 11/30/03
Network Music (production elements)	11/30/03	\$225/yr.
Nextel (cell phone)	4/05	
Platronics C&E, Inc. (KDUC-FM tower site lease - Barstow, CA)	4/1/04+2 5yr. renewals	\$8,400/yr.
Royal Programs, Inc. (Art Laboe Show)	year to year	barter (termination notice sent)
Royal Programs, Inc. (Killer Oldies KXXZ)	mon.-to-mon. (30 day notice)	\$350.00/mo. (termination notice sent)
SESAC (for all stations)	N/A	N/A
Tele-Media Communications Holding, L.L.C. (for all stations)	6/02 - thereafter continues for 12 month periods	\$2,379.00/mo.
Unique Landscaping	30 day notice	barter
US Postal Service ( postage meter)	N/A	as used
Western Regional Broadcast Sales	30 day notice	paid on collections

### Schedule 3.4

#### Copyrights, Trademarks, Etc.

There are no trademarks, copyrights or patents owned by the Stations. All trademarks used are licensed for our use through the program license agreements and will be passed on to the Buyer with assignment of the agreements.

**Schedule 3.7**

**Real Property**

KSZL-AM transmitter site and studio site - Barstow, San Bernardino County, California

DRAFT#1 - 4/2/03

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## Schedule 4

### Excluded Assets

All personal items such as plants, pictures, etc., belonging to the employees, are excluded.

#### Specific Items

Kenn Price's computer monitor

Tom Shealy's computer

Mike's mixer

**Schedule 7.21**

**Insurance**

See Attached

**NATIONAL CASUALTY COMPANY**

902 Ann Street, Suite A  
Madison, Wisconsin 53703  
A Stock Company  
(800) 423-7675

LS 019627

Policy No

LS 017369

Renewal of

**CLAIM EXPENSE IS INCLUDED IN THE POLICY LIMIT AND SELF-INSURED  
RETENTION. PLEASE READ YOUR POLICY CAREFULLY.**

**Media Special  
Perils Policy  
Declarations**

1. **Named Insured** and Address (Number, Street, Town, County, State, ZIP Code)

Tele-Media Corporation of Delaware  
and as further described by endorsement  
320 West College Avenue  
P.O. Box 5301  
Pleasant Gap, Pennsylvania 16823-5301

2. Policy Period: From June 23, 2002 To June 23, 2003  
12:01 A.M. standard time at the address of the **Named Insured** as shown above.

3. All words or phrases (other than captions) printed in boldface are defined in the policy.

4. Policy Limit:                   \$    1,000,000                   **Each Loss**  
  
                                      \$    1,000,000                   Any One Policy Period  
  
5. Self-Insured Retention:       \$           5,000                   **Each Loss**  
                                      Except \$15,000 for E&O Broad End.  
  
6. Annual Premium:             \$    10,960.00           Minimum Premium:   \$                   .00       (Retained)  
  
State Surcharge/Tax:         \$   Not Applicable

7. Schedule:

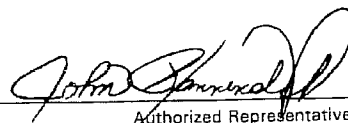
WBEC-AM; WBEC-FM; WZEC-FM; KDUC-FM; KDUQ-FM; KSZL-AM; KXXZ-FM; WNNH-FM;  
WHOB-FM; WLKZ-FM

8. Coverage Forms:        Broadcaster Coverage (CEWL) - LS 00 08 (3-93)

Endorsements and other forms attached to the policy:

1. Named Insured Endorsement
2. Amendatory Endorsement
3. E&O Broad Form Coverage Endt With Exclusions (CEWL) - LS 10 61 (10-98)
4. Additional Insured Endorsement - LS 20 08 (3-93)
5. Pennsylvania Amendatory Endorsement - LS 30 39 (9-93)
6. Pennsylvania Cancellation & Nonrenewal Provisions - SX-21 (4-92)

All notices and inquiries should be addressed to:  
Media/Professional Insurance  
2300 Main Street, Suite 800  
Kansas City, Missouri 64108

  
Authorized Representative

**Schedule 7.5**

**Liens on Assets**

Any liens or personal property filed by Textron Financial Corporation against Tele-Media Company of Southern California (merged into Seller), or any mortgage/deed of trust on real property.

**Schedule 7.8**

**Governmental and Third Party Consents;  
Options and Rights of First Refusal**

ABC Radio Network (KDUC)	Section 20 - Prior written consent required
ABC Radio Network (KDUQ)	Section 20 - Prior written consent required
ABC Radio Network (KXXZ)	Section 20 - Prior written consent required
Broadcast Results Group	Section 2 - Written Application to the Company By the Licensee and the Third Party
CBSI	Section 4 - Prior written consent required and \$300.00 transfer fee
Royal Programs, Inc. (Killer Oldies)	Prior written consent required
Samuel & Vera Lunsway (Barstow Office Lease)	Prior written consent required