

**Professional Antenna, Tower and Translator Service (PATTS)  
236 South 3<sup>rd</sup> Street #322  
Montrose, CO 81401**

**Alan B. Greager**

November 4, 2012

Joel L. Belik  
151 Ruxton  
Minitou Springs, CO 80829

RE: FM Radio Translators K258BI and K254BB, Gunnison, CO.

This Definitive Agreement summarizes the principal terms and conditions of the proposed acquisition by Joel L. Belik ("Buyer") of FM Radio Station K258BI and K254BB Gunnison, Colorado, ("the Station") from Professional Antenna, Tower and Translator Service (PATTS), Alan B. Greager and Linda M. Greager Owner/Partners ("the Seller").

1. Assets. Subject to the terms and conditions hereof, Seller agrees to sell and Buyer agrees to acquire, K258BI (99.5 MHz) and K254BB (98.7 MHz) FM Radio Translator Licenses which have been issued to the seller by the Federal Communications Commission ("FCC").

Furthermore, Seller agrees to sell and Buyer agrees to acquire the translators and associated broadcast equipment listed below:

K258BI Comstock Site	K254BB Gunnison Site
Tepco J-316c FM Translator Serial # T623	Tepco J-317 FM Translator Serial # T884
Tepco J-3040 FM Power Amplifier Serial #707	Tepco J-3040 FM Power Amplifier Serial #714
Scala FMV transmit antenna	Scala FMV transmit antenna
Scala CA2-FM/75N receive antenna	Scala CLFM receive antenna
Microwave Filter CO. Bandpass Filter M# 3634 s#9804	EMR dual notch/pass cavity input filter FM6354-7/SN2 Serial #081002-015
Telewave TWPC 1005-1 Serial #2486 output pass cavity	Telewave TWPC 1005-1 Serial #2599 output pass cavity

in as is condition.

2. Purchase Price. The consideration payable by the Buyer to the Seller for K258BI, K254BB and related equipment listed above shall be Twenty Seven Thousand Five Hundred and no/100 US dollars (\$27,500.00) payables at closing.
3. Due Diligence. For a period of thirty (30) days after the date hereof, seller shall make available to buyer all records relating to the operation of the stations.
4. Assumption of Liabilities. At Closing, K258BI and K254BB shall be assigned by seller to buyer without leans or encumbrances.

5. Closing. The closing of the purchase (the "Closing") shall be held on a date and at a time and place reasonably designated by at least five (5) business days' advance notice from the seller to the buyer. Seller agrees to consummate the assignment of license to buyer at closing.
6. Brokers. Buyer and Seller each represent to each other that no brokerage fees, finders fees, commissions or otherwise to any other broker, finder or agent in connection with this transaction. Seller agrees to indemnify the Buyer, and the Buyer agrees to indemnify the Seller, against any claims asserted against the other party for any such fees or commissions by a person purporting to act for or on behalf of the indemnifying party.
7. Transaction Expense. Except that the seller will be responsible for payment of FCC Assignment of License fees. Each party will be solely responsible for the payment of all cost and expenses of its attorneys, accountants and other professional service providers incurred in connection with this Definitive Agreement and the Closing.
8. Governing Law. This Definitive Agreement the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed under and in accordance with the laws of the State of Colorado, excluding the choice of law rules thereof.

If the forgoing is in accordance with our mutual intentions and constitutes a mutually satisfactory basis for proceeding as described herein, please so indicate by signing a copy of this Definitive Agreement in the place indicated and return it to me. This Definitive Agreement shall expire and be withdrawn automatically without further action by the Seller unless it is accepted and returned to the Seller on or before five working days from the date signed by the Seller.

Sincerely yours,

Alan B. Greager  
Owner/Partner Professional Antenna, Tower and Translator Service (PATTS)

Signed by Alan B. Greager date November 4, 2012 *Alan B. Greager 11/6/2012*

Accepted and agreed to this (Date) 11/5/2012

Signed by: Joel L. Belik *Joel L. Belik*