

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of July 9, 2009, between COCHISE MEDIA LICENSES LLC, a Wyoming Limited Liability Company ("Buyer") and SKYWEST MEDIA LLC, an Arizona Limited Liability Company and SKYWEST LICENSES NEW MEXICO LLC (together the "Seller").

WHEREAS, Seller holds the authorizations for Stations: (NEW) Taylor, Arizona (Facility ID Number 171004); KFMR Ballard, Utah (Facility ID Number 164261); and KPSA-FM Lordsburg, New Mexico (Facility ID Number 29027) (together the "Stations"), all issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, subject to the terms and conditions set forth herein, Seller desires to assign the Stations' FCC authorizations and sell substantially all of the assets used and useful in connection with the Stations and Buyer desires to purchase and accept such authorizations and assets.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. Stations' Assets. Seller agrees to assign, transfer, convey and deliver to Buyer, and Buyer shall acquire from Seller, all of the rights, title, and interest of Seller in and to certain assets, properties, interests and rights of Seller, tangible and intangible, which are used in the operation of the Stations (the "Stations Assets"), including the following:

- (a) all licenses, permits and other authorizations or other governmental authority and intangible assets used with respect to the Stations' operation and held by Seller and any pending FCC applications filed for the Stations (the "Licenses") listed on Schedule 1;
- (b) all transmitter, antenna, transmission line, and other tangible personal property of the Seller used or to be used in the operation of the Stations (the "Tangible Personal Property"), if any;
- (c) all leases held by Seller and used or to be used in the operation of the Stations (the "Real Property Lease") which Buyers agrees to assume at Closing, if any;
- (d) all contracts concerning the operation of the Stations and for the sale of broadcast time on the Stations (the "Stations' Contracts") which Buyers agrees to assume at Closing, if any;
- (e) all documents required by the FCC to be maintained by Seller relating to the Stations and their operation; and
- (f) all Stations' call signs and any related Stations' domain names, if any, owned by Seller.

2. Consideration. The total monetary consideration to be exchanged between Seller and Buyer for the Station Assets shall be forgiveness in full by Buyer, on the Closing Date (defined below), of all amounts payable (principal, accrued interest, costs and fees) due from Seller to Buyer under those certain Promissory Notes related to the Stations, under which Seller, as Borrower, undertook to repay to Buyer, as Holder, the principal amounts totaling Five Hundred Fifty Two Thousand Dollars (\$552,000.00) (the "Promissory Notes"). As such, Seller will not require from Buyer any form of cash payment at Closing (defined below) in exchange for the Stations Assets, provided that Buyer shall perform all of the Buyer's covenants and obligations contained herein.

3. Assumption of Obligations. On the Closing Date, Buyer shall assume the obligations of Seller arising thereafter under the Real Property Lease(s) and all obligations arising from the business or operation of the Stations after the Closing Date.

4. Closing. Subject to satisfaction or waiver of the conditions set forth herein, consummation of the sale of the Stations Assets under this Agreement (the "Closing") shall occur on a date (the "Closing Date") mutually agreed upon by the parties which date shall be within ten (10) business days after the grant of FCC Consent (as defined below) having become a Final Order (as defined below), unless the requirement of a Final Order is waived by Buyer, in which case the Closing shall occur after the grant of FCC Consent upon notice by Buyer to Seller of Buyer's waiver of the Final Order requirement.

5. FCC Consent. The Closing is subject to and conditioned upon prior FCC consent (the "FCC Consent") to the assignment of the FCC Licenses to Buyer, and, unless waived by Buyer at Buyer's sole option, the FCC Consent having become a Final Order. "Final Order" means an action by the FCC as to which: (a) no request for stay by the FCC is pending, no such stay is in effect, and any deadline for filing a request for any such stay has passed; (b) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the deadline for filing any such appeal, petition or application has passed; (c) the FCC has not initiated reconsideration or review on its own motion and the time in which such reconsideration or review is permitted has passed; and (d) no appeal to a court, or request for stay by a court, of the FCC's action is pending or in effect, and the deadline for filing any such appeal or request has passed.

6. FCC Application. Within five (5) business days of the date of this Agreement, Seller and Buyer shall file an application with the FCC (the "FCC Application") requesting the FCC Consent. Seller and Buyer shall diligently prosecute the FCC Application and otherwise use their best efforts to obtain the FCC Consent as soon as practicable.

7. Buyer's Representations and Warranties. Buyer makes the following representations and warranties to Seller:

- (a) Buyer is duly organized, validly existing and in good standing under the laws of the State of Wyoming. Buyer has the requisite power and authority to execute and deliver this Agreement and to comply with the terms, conditions and provisions hereof.
- (b) The execution, delivery and performance of this Agreement by Buyer have been duly authorized and approved by all necessary organizational action of Buyer. This Agreement is a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except (i) as may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally, and (ii) as such enforceability is subject to general principles of equity.
- (c) No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer.
- (d) Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Stations under the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC.
- (e) There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending against, or, to Buyer's knowledge, threatened against, Buyer relating to or affecting this Agreement or the transactions contemplated hereby.

8. Seller's Representations and Warranties. Seller makes the following representations and warranties to Buyer:

- (a) Seller is duly organized, validly existing and in good standing under the laws of the State of Arizona. Seller has the requisite power and authority to execute and deliver this Agreement and to comply with the terms, conditions and provisions hereof.
- (b) The execution, delivery and performance of this Agreement by Seller have been duly authorized and approved by all necessary organizational action of Seller. This Agreement is a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except (i) as may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally, and (ii) as such enforceability is subject to general principles of equity.
- (c) The Licenses are held by Seller, and have been issued for the full terms customarily issued to radio stations in their respective state of license. The Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There are no applications, complaints, investigations or proceedings pending or, to the knowledge of Seller, threatened before the FCC relating to the operation of the Stations other than those affecting the broadcasting industry generally. Seller is not subject to any outstanding judgment or order of the FCC relating

to the Stations. If applicable, Seller has operated and is operating in material compliance with all laws, regulations and governmental orders applicable to the operation of the Stations.

(d) Seller has provided to Buyer a true and complete copy of any Real Property Lease(s), including all amendments and modifications thereto. The Real Property Lease(s) are the only real property lease(s) used or useful in connection with the operation of the Stations. The Real Property Lease(s) are in full force and effect, all accrued and currently payable rents and other payments have been paid by Seller, Seller has been in peaceable possession since the beginning of the original term of the Real Property Lease, neither Seller nor any other party thereto is in default under such Lease, Seller has not given nor received any notice of default or termination, and subject to obtaining the consent of the landlord (if required by the Real Property Lease(s)), the validity or enforceability of the Real Property Lease(s) will in no way be affected by the sale of the Stations' Assets to Buyer.

(e) INTENTIONALLY LEFT BLANK

(f) Seller has good and valid title to all Tangible Personal Property, free and clear of all liens and encumbrances, except for liens for taxes not yet due and payable and for which Buyer receives a credit ("Permitted Liens"), and except for the security interests, if any, which will be released on or before Closing. All of the items of Tangible Personal Property are of types, kinds and/or designs in accordance with standard industry practices and are in good operating condition and repair.

(g) No insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller or any of the Stations Assets, are pending or, to Seller's knowledge, threatened, and Seller has not made any assignment for the benefit of creditors or taken any action which would constitute the basis for the institution of such insolvency proceedings.

(h) No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller.

(i) There are no suits, arbitration, administrative charges or other legal proceedings, claims or governmental investigations pending, or, to Seller's knowledge, threatened against Seller relating to or affecting this Agreement or the transactions contemplated hereby.

(j) Copies of the Stations' Contracts, which are in full force and effect, shall be provided to Buyer by Seller up to and including the Closing.

(k) With respect to the Real Property Lease(s), to Seller's knowledge, Seller's use of the real property described in the Real Property Lease(s), conforms in all material respects to all restrictions, restrictive covenants, building codes, fire regulations, and applicable governmental laws pertaining to environmental contamination, clean-up or disclosure of environmental hazards.

9. Buyer's General Covenants. Buyer covenants and agrees that between the date hereof and the Closing, Buyer shall:

- (a) maintain its qualifications to be the permittee of the Stations as set forth in Section 7 above; and
- (b) notify the Seller promptly of any event, circumstance or occurrence which will interfere with the prompt consummation of this transaction at Closing.

10. Seller's General Covenants. Seller covenants and agrees that between the date hereof and the Closing, Seller shall:

- (a) operate the Stations (if in operation) in the ordinary course of business consistent with past practice;
- (b) not directly or indirectly, including by dissolution, liquidation, merger or otherwise, sell, lease or dispose of any of the Stations Assets unless those Assets are replaced with assets of equal or greater value;
- (c) maintain the Tangible Personal Property in its current condition (reasonable wear and tear in ordinary usage excepted);
- (d) use its best efforts to obtain, prior to Closing, the consent or approval (if required) of the landlords under the Real Property Lease(s) to assign any such Lease to Buyer;
- (e) furnish Buyer with access to the Tangible Personal Property; and
- (f) fully cooperate with Buyer and file with the FCC any modifications of the Stations' facilities (including requests for new or modified auxiliary facilities and call signs) or requests for special temporary authorization or amendments to or dismissal of such filings or pending applications or other filings regarding the Stations as may be reasonably requested by Buyer ("Requested FCC Filings"). All costs associated with such filings incurred by Seller shall be reimbursed by Buyer. Seller's filing and good faith prosecution of such Requested FCC Filings shall be conditioned on Buyer's good faith compliance with its responsibilities and obligations contemplated herein.

Additionally, on the date of execution of this Agreement, Seller shall also provide to Buyer a signed permission letter in the form attached hereto as Exhibit A (the "Permission Letter") to allow Buyer at its option to file the Requested FCC Filings in its own name on the date of or after the filing with the FCC of the Assignment Application. It is specifically understood that any such Requested FCC Filings shall be contingent upon FCC approval of the Assignment Application and the consummation of the

transactions contemplated in this Agreement. Furthermore, such Requested FCC Filings shall not materially delay or impede the Closing and shall be made at Buyer's sole expense.

11. Joint Covenants. Seller and Buyer hereby covenant and agree that between the date hereof and the Closing they shall cooperate fully with each another in taking any commercially reasonable actions (including to obtain the required consent of any governmental instrumentality or any third party) necessary to accomplish the transactions contemplated by this Agreement, including, but not limited to, the prompt satisfaction of any condition to the Closing set forth herein.

12. Seller's Conditions to Closing. The obligations of Seller hereunder are, at its option, subject to satisfaction at or prior to the Closing of each of the following conditions:

(a) The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Buyer at or prior to the Closing shall have been complied with or performed in all material respects.

(b) The FCC Consent shall have been obtained and shall be in full force and effect, and no court, administrative or governmental order prohibiting the Closing shall be in effect.

(c) Buyer shall have made each of the deliveries contemplated by Section 14 hereof or otherwise reasonably required by this Agreement.

13. Buyer's Conditions to Closing. The obligations of Buyer hereunder are, at its option, subject to satisfaction at or prior to the Closing of each of the following conditions:

(a) The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Seller at or prior to the Closing shall have been complied with or performed in all material respects.

(b) The FCC Consent shall have been obtained, shall be in full force and effect and, unless waiver by Buyer, shall have become a Final Order, and no court or governmental order prohibiting the Closing shall be in effect.

(c) All security interests pertaining to the Stations Assets shall be released of record and there shall be no liens in respect of such assets, except Permitted Liens.

(d) Seller shall have made each of the deliveries contemplated by Section 14 hereof or otherwise reasonably required by this Agreement.

14. Closing Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer: such bills of sale, warranty deeds and other documents of title and instruments of conveyance, assignment and transfer as may reasonably be requested by Buyer to convey, transfer and assign the Stations Assets to Buyer, free and clear of liens, except for Permitted Liens. Seller shall also deliver the landlords' written consents to assignment of the Real Property Lease(s) to Buyer, if required by any of the Leases. At the Closing, Buyer shall deliver or cause to be delivered to Seller such documents and instruments of assumption as may reasonably be requested by Seller for Buyer to assume the Real Property Lease(s). Buyer shall also deliver to Seller the original Promissory Notes, each marked "Satisfied and Paid in Full."

15. Survival. The covenants, agreements, representations and warranties in this Agreement shall expire at Closing and be of no further force or effect, with the exception of: (i) the indemnification obligations of Seller and Buyer under Section 16 hereof with respect to Claims (as defined below) made by third parties against Buyer or Seller, as applicable, which shall survive for two (2) years; and (ii) those Claims made under Section 16 that relate to Buyer's Damages or Seller's Damages (both as defined below), as applicable, for which timely written notice is given by the indemnified party to the indemnifying party prior to expiration of this survival period, which shall survive until resolved.

16. Indemnification. From and after the Closing, Seller shall defend, indemnify and hold harmless Buyer from and against losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Buyer's Damages") incurred by Buyer arising out of or resulting from: (a) any failure by Seller to perform any covenant or agreement contained in this Agreement, or any other breach or default by Seller under this Agreement; and (b) the operation of the Stations before the Closing. From and after the Closing, Buyer shall defend, indemnify and hold harmless Seller from and against losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Seller's Damages") incurred by Seller arising out of or resulting from: (y) any failure by Buyer to perform any covenant or agreement contained in this Agreement, or any other any breach or default by Buyer under this Agreement; and (z) the operation of the Stations after the Closing. The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder on the part of the indemnifying party (a "Claim"), but a failure to give such notice or a delay in giving such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced.

17. Termination. This Agreement may be terminated at any time prior to the Closing as follows:

(a) by mutual written consent of Seller and Buyer;

(b) by written notice of Seller to Buyer if Buyer breaches in any material respect any of its representations or warranties or other terms of this Agreement, or defaults in any material respect in the performance of any of its covenants or agreements herein contained, and such breach or default is not cured within the Cure Period (as defined below);

(c) by written notice of Buyer to Seller if Seller breaches in any material respect any of its representations or warranties or other terms of this Agreement, or defaults in any material respect in the performance of any of its covenants or agreements herein contained, and such breach or default is not cured within the Cure Period (as defined below);

(d) by written notice of Seller to Buyer, or Buyer to Seller, if the Closing shall not have been consummated on or before the date which is nine (9) months after the execution of this Agreement, and if the party giving notice is not then in default hereunder; or

(e) by written notice of Buyer to Seller, if due to a weather related cause, force majeure, or other cause beyond the control of Seller, a material portion of the Stations Assets are damaged or destroyed and Seller elects not to repair or replace such damaged or destroyed Stations Assets prior to Closing Date.

The term "Cure Period" as used herein means a period commencing on the date that a party receives from the other party written notice of breach or default hereunder and continuing for twenty (20) days thereafter.

18. Effect of Termination and Buyer's Right of Specific Performance. The termination of this Agreement shall not relieve either party of any liability for breach or default under this Agreement prior to the date of such termination. If Seller breaches this Agreement as described in Section 17(c) above, Buyer may bring an action for specific performance. Seller hereby acknowledges that the Station Assets are of a special, unique and extraordinary character so that monetary damages would not be sufficient to compensate Buyer under such circumstances.

19. Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except that filing fees with respect to the FCC Application shall be paid by Buyer.

20. Assignment. Neither party may assign any of its rights or obligations under this Agreement, without the express prior written consent of the non-assigning party.

21. Amendments. No amendment to, or waiver of compliance with, any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver or amendment is sought.

22. Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

23. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Wyoming applicable to contracts made and to be fully performed within such State, without giving effect to the choice of law provisions thereof that may require the application of the laws of any other state.

24. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery (or to such other address as any party may request by written notice):

If to Buyer: Cochise Media Licenses LLC  
PO Box 11060  
Jackson, Wyoming 83002  
Attention: Ted Tucker Sr.

If to Seller: SkyWest Media LLC/SkyWest Licenses New Mexico LLC  
PO Box 36148  
Tucson, Arizona 85740  
Attention: Ted Tucker Jr.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

26. No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

27. Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby, unless such construction would alter the fundamental purposes of this Agreement.

28. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

29. Attorneys' Fees. In the event of a dispute relating to this Agreement involving the interpretation or enforcement of the terms of this Agreement, resulting in litigation brought by

either party, the prevailing party in such litigation shall be entitled, in addition to other relief ordered by the Court, to reasonable attorneys' fees and costs.

30. Further Assurances. After the Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER: SKYWEST MEDIA LLC

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

Name: Ted Tucker Jr.

Title: Managing Member

SKYWEST LICENSES NEW MEXICO LLC

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

Name: Ted Tucker Jr.

Title: Managing Member

BUYER: COCHISE MEDIA LICENSES LLC

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

Name: Ted Tucker Sr.

Title: Managing Member



## **SCHEDULE 1**

### **LICENSES**

- 1. NEW(FM) Facility ID #171004**
  - **Construction Permit at Taylor, Arizona (BNPH-20070501ADY)**
- 2. KFMR(FM) Facility ID #164261**
  - **License at Ballard, Utah (BLH-20080418ABR)**
- 3. KPSA-FM Facility ID #29027**
  - **License at Lordsburg, New Mexico (BLH-19860729KA)**
  - **Construction Permit (BPH-20051228AEC)**

**EXHIBIT A**

**PERMISSION LETTER**

**SKYWEST MEDIA LLC  
SKYWEST LICENSES NEW MEXICO LLC  
PO BOX 36148  
TUCSON, ARIZONA**

July 9, 2009

Ted Tucker, Sr.  
Managing Member  
Cochise Media Licenses LLC  
PO Box 11060  
Jackson, Wyoming 83002

Dear Mr. Tucker:

This letter is written pursuant to Section 73.3517(a) of the rules of the Federal Communications Commission to grant Cochise Media Licenses LLC permission to file applications, in its own name, to make changes in the facilities of Stations: NEW(FM) Taylor, Arizona (Facility ID Number 171004); KFMR Ballard, Utah (Facility ID Number 164261); and (KPSA-FM) Lordsburg, New Mexico (Facility ID Number 29027); (together the “Stations”). It is specifically understood that the Commission’s action on any such modification application will be contingent upon approval of the pending application (BALH-200907\_\_\_\_\_) to assign the licenses for the Stations from SkyWest Media LLC and SkyWest Licenses New Mexico LLC to Cochise Media Licenses LLC and the consummation of the transactions underlying the assignment. It is further understood that Cochise Media Licenses LLC will be solely responsible for paying all filing fees and other costs associated with any such modification application.

Sincerely,

Ted Tucker, Jr.  
Managing Member  
SkyWest Media LLC  
SkyWest Licenses New Mexico LLC

