

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re:

CASA MEDIA PARTNERS, LLC,

Debtor

Case No. 15-16741-BKC-RAM
Chapter 11 Lead Case

(Jointly Administered)

In re:

CASA EN DENVER, INC.,

Debtor

Case No. 15-16746-BKC-RAM
Chapter 11 Member Case

EXPEDITED MOTION FOR ENTRY OF AN ORDER PURSUANT TO SECTIONS 363(B) AND 363(F) OF THE BANKRUPTCY CODE APPROVING CASA MEDIA PARTNERS, LLC'S ENTRY INTO THE ASSET PURCHASE AGREEMENT WITH LAZER LICENSES, LLC AND SALE OF PROPERTY PURSUANT THERETO, OR IN THE ALTERNATIVE, AUTHORITY TO SELL THE STATIONS TO THE BIDDER WITH THE HIGHEST AND BEST OFFER

(Expedited Hearing Requested)

CMP requests an expedited hearing in this matter on November 21, 2017, at 11:30 a.m. (the "Proposed Hearing"), the same date that the Court has set the hearing on *Motion of Ether Mining Corporation for Relief from the Automatic Stay* [ECF No. 378]. This Motion and the Motion for Stay Relief are related and should be heard on the same date to promote judicial efficiency and conserve estate resources. Additionally, delay of the sale contemplated herein could potentially damage the value of CMP's assets. No party will be prejudiced by granting this relief on an expedited basis.

Casa Media Partners, LLC ("CMP"), by and through undersigned counsel, moves for the entry of an order, pursuant to 11 U.S.C. §§ 105 and 363, and Federal Rules of Bankruptcy Procedure 2002(a)(2), 6004, 6006 and 9013, (i) authorizing CMP to enter into the Asset Purchase Agreement, dated October 23, 2017, between CMP and Lazer Licenses, LLC (the "**Purchaser**")

(the “**Sale Agreement**”)¹, (ii) authorizing the sale of the property thereunder, and (iii) authorizing, the alternative, CMP to conduct an auction to sell the Stations (as defined herein) to the bidder with the highest and best offer. In support of this motion, CMP respectfully states as follows:

Jurisdiction

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).
2. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The bases for the relief requested herein are sections 363(b) and (f) of title 11 of the United States Code (the “**Bankruptcy Code**”).

Factual Background

4. **Bankruptcy Filing.** On April 14, 2015, (“**Petition Date**”), CMP and Casa En Denver, Inc. (the “**Debtors**”) filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code.
5. The Debtors continue to operate their businesses and assets as debtors in possession pursuant to 11 U.S.C. §§ 1107(a) and 1108.
6. No trustee, examiner or official committee of unsecured creditors has been appointed or established in Debtors’ bankruptcy cases.
7. **Acquisition of Radio Stations.** CMP operates radio stations in the western United States in a format analogous to traditional “country” music in the United States, and includes “Norteño” and “Tejano” music, among other subgenres of regional Mexican music.
8. In 2012, CMP identified an opportunity to purchase a radio station network (consisting of ten radio licenses) then branded as the “La Maquina”¹ and “La Vaquera”¹ Radio

¹ This Motion contains a summary of the key terms of the Sale Agreement. The terms of the Sale Agreement control and all parties are urged to review same. All capitalized terms not otherwise defined in this Motion shall have the meanings ascribed to them in the Sale Agreement.

Networks (the “Radio Stations”), which were owned by Luna Communications, LLC and its affiliates (“Luna”).

9. The Radio Stations and were ultimately acquired in a series of transactions, which closed in March of 2012.

10. The acquisition of the Radio Stations was documented by a complicated (and, in places, overlapping) roster of notes, security agreements, guarantees and assignments. Pertinent for purposes of this motion, V. Bank acquired a first-position, blanket security interest in CMP’s assets as a result of the purchase.

11. V. Bank was taken over by the FDIC prior to the Petition Date. Thereafter, Bank of Commerce (“**BOC**”), a Texas state-chartered non-member bank, purchased certain non-performing commercial loan assets, including notes signed by the Debtors, formerly held by V. Bank, from the FDIC.

12. BOC has filed two proofs of claim premised on the security interest acquired from V. Bank: (a) Claim No. 27-2 for \$8,367,506.37 in Case No. 15-16741-RAM; and (b) Claim No. 3-2 for \$9,903,732.00 in Case No. 15-16746-RAM.

13. **Marketing of the Stations.** CMP began marketing the Stations (as defined below) in late 2016 and identified five potential buyers that are established in the markets where the Stations are located, and that would benefit from the acquisition of the Stations. Of the five potential buyers, only negotiations with the Purchaser advanced to the signing of a letter of intent in the amount of \$1.5 million.

14. Broker Elliot Evers (the “Broker”), of MVP Capital, at the request of BOC, evaluated the marketing process used and determined whether the Purchaser’s offer was reasonable.

15. Subsequently, Larsavision Comunicaciones (“**Laravision**”) and Ether Mining Corporation (“**Ether**”) offered to purchase the Stations for \$1.6 million and \$1.9 million,

respectively. Review of Ether's offer, however, revealed considerable risk that Ether lacked the financial wherewithal to close due to a lack of funds. CMP requested that Ether improve its offer by either revising the structure of the transaction, providing a larger deposit or providing further due diligence materials regarding its ability to close.

16. Simultaneously, CMP was also in discussions with the Purchaser to close the gap. The Purchaser agreed to increase its offer to \$1.7 million. Larsavision did not increase its offer and consequently was rejected.

17. BOC, the Broker and CMP agreed that time was of the essence in selecting a buyer as the financial health of the Debtor was deteriorating, and that the offer from the Purchaser represented the highest and best offer.

18. **The Sale Agreement.** Following arms' length discussions and negotiations with the Purchaser, CMP and the Purchaser entered into the Sale Agreement, a copy of which is attached hereto as **Exhibit "A,"** for the sale, assignment, transfer and conveyance of nine radio stations: (i) KIQQ (AM) of Barstow, CA (FCC Facility ID No. 60423), (ii) KIQQ-FM of Newberry Springs, CA (FCC Facility ID No. 79388), (iii) KAEH (FM) of Beaumont, CA (FCC Facility ID No. 3727), (iv) KMQA of East Porterville, CA (FCC Facility No. 3395), (v) KMEN of Mendota, CA (FCC Facility No. 88205), (vi) KTNS of Oakhurst CA (FCC Facility No. 8338), (vii) KAAT of Oakhurst, CA (FCC Facility No. 8341), (viii) KAAT-FM1 of Merced, CA (FCC Facility No. 132814), and (ix) K282AE of Oakhurst, CA (FCC Facility ID No. 8332) (the "**Stations**").

19. The salient terms of the Sale Agreement are as follows:

- a) **Purchase Price.** The purchase price is \$1,700,000.00.
- b) **Deposit.** Contemporaneously with the execution of the Sale Agreement, Purchaser shall deposit the sum of One Hundred Twenty Thousand Dollars (\$120,000.00) (the "**Earnest Money Deposit**") with Fletcher Heald & Hildreth, PLC (the "**Escrow Agent**") pursuant to an Escrow Agreement and Holdback Agreement (the "**Escrow and Holdback Agreement**") of even

date herewith among Purchaser, CMP and the Escrow Agent, and attached as *Exhibit A* to the Sale Agreement. At Closing, Escrow Agent shall hold back the Earnest Money Deposit for a period of Sixty (60) days after the Closing to insure payment of (i) any past due operational expenses that prevents Purchaser from Closing including past due lease payments in connection with the Real Property Leases, and/or (ii) repairs to bring the stations to FCC compliance per section 1.1(b) of the Sale Agreement not paid by CMP before the date of Closing, and/or (iii) any past due amount owed by CMP that prevent FCC authorization of this transaction, or (iv) any overdue local tax owed by Purchaser in connection with the Tangible Personal Property (the “**Hold Back**”). Purchaser will notify CMP of any claims against the Earnest Money Deposit and submit proof of invoice and payment (the “**Escrow Adjustments**”) to Escrow Agent and CMP. On the Sixtieth (60th) day after the Closing, CMP and Purchaser shall jointly instruct Escrow Agent to deliver to CMP the sum of One Hundred Twenty Thousand Dollars (\$120,000.00) minus any applicable Escrow Adjustments from the Earnest Money Deposit as final payment of the Purchase Price and return any interest accrued on the Earnest Money Deposit to Purchaser in accordance with the provisions of the Escrow and Hold Back Agreement.

- c) **Allocation of the Purchase Price.** Prior to Closing, CMP and Purchaser shall negotiate in good faith an allocation of the Purchase Price in accordance with the respective fair market values of the Station Assets and the goodwill being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended and each party shall file returns with the Internal Revenue Service consistent therewith.
- d) **Assets to be Conveyed.** On the Closing Date, CMP will sell, assign, transfer, convey and deliver to the Purchaser, the following assets to the Purchaser (the “**Assets**”) free and clear of all liens and encumbrances:
- i. **Licenses.** All licenses, permits and other authorizations issued to CMP by the FCC with respect to the Stations (the “**FCC Licenses**”), including but not limited those described on *Schedule 1.1(a)*, and including any renewals or modifications thereof between the date hereof and Closing;
 - ii. **Tangible Personal Property.** CMP’s equipment, transmitters, antennas, cables, towers, furniture, fixtures, spare parts, vehicles and other tangible personal property of every kind and description that are primarily used or held for use in the operation of the Stations including certain assets located at 13340 Saticoy Street, Suite A/B, North Hollywood, California 91605 (collectively, the “**Tangible Personal Property**”), including but not limited to such assets listed on *Schedule 1.1(b)*. The Tangible Personal Property will be delivered in working condition and, where applicable, capable of

operating in compliance with the applicable rules, regulations and guidelines of the FCC and the FCC Licenses of the Station(s) unless CMP has previously requested or is operating under a Special Temporary Authority with respect to such assets that are not in compliance. Any repairs required to comply with this provision are the sole responsibility of CMP. If not cured/repared to the satisfaction of Purchaser in its sole discretion prior to Closing, Purchaser shall be entitled to make such repairs using the funds held pursuant to the post-closing Escrow/Holdback agreement;

- iii. **Real Property Leases.** CMP's leases or licenses for the studio and transmitter sites of the Stations (including any appurtenant easements and use of improvements located thereon), as listed on *Schedule 1.1(c)* (the "**Real Property Leases**");
- iv. **Station Contracts.** Those contracts and agreements ("**Station Contracts**") which Purchaser has agreed to assume, as listed on *Schedule 1.1(d)*;
- v. **Intangible Property.** All CMP's rights in and to the Stations' call letters, trademarks, Federally registered trademarks, trade names, service marks, designs, trade names, trade secrets, Internet domain names, URLs, websites, web content, accounts with Twitter, Facebook and other social media companies (including log-ins, and passwords) and the content found thereon and related thereto, databases, software or applications (including user applications, source code, executable code, systems, tools, data, firmware and related documentation), copyrights and other works of authorship, programs and programming material, jingles, slogans, logos, content, all applications, registrations and renewals relating to any of the foregoing, any other intellectual property rights or proprietary rights in or arising from any of the foregoing, and in all tangible embodiments of the foregoing, including all licenses, sublicenses and other rights granted and obtained with respect thereto, and rights thereunder, including rights to collect royalties, products and proceeds, rights to sue and bring other claims and seek remedies against past, present and future infringements or misappropriations thereof or other conflicts therewith, rights to recover damages or lost profits in connection therewith, and other rights to recover damages (including attorneys' fees and expenses) or lost profits in connection therewith, and otherwise to seek protection or enforcement of interests therein under the applicable legal requirements of all jurisdictions (the "**Intangible Property**"), including but not limited to such items as listed on *Schedule 1.1(e)* and with the exception of the right to use the Intangible Property in the States of Washington and Oregon; and

- vi. **Technical Records.** CMP's rights in and to all the technical records (or copies thereof) relating to the operation of the Stations, including each Station's local public file (paper and/or online), blueprints, technical information and engineering data, and FCC required logs
- e) **Excluded Assets.** The following assets are expressly excluded from the Assets being conveyed under the Sale Agreement:
- i. CMP's cash and cash equivalents;
 - ii. All of the Stations' accounts receivable existing before the Closing Date and any other rights to payment of cash consideration for goods or services sold or provided prior to the date of closing or otherwise arising during or attributable to any period prior to the Closing Date (the "A/R");
 - iii. All contracts of insurance, all coverages and proceeds thereunder and all rights in connection therewith;
 - iv. All pension, profit sharing plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, and all collective bargaining agreements maintained by CMP;
 - v. CMP's corporate name, charter documents, books and records relating to the organization, existence or ownership of CMP, and all records not relating to the operation of the Stations;
 - vi. all tangible and intangible personal property used in the operation of the Stations which is retired or disposed of in the ordinary course of business of CMP between the date of the Sale Agreement and Closing, as permitted hereunder.
- f) **Retained Liabilities.** Except for the Assumed Obligations, Purchaser does not assume and will not be deemed by execution and delivery of the Sale Agreement or any agreement, instrument or document delivered pursuant to or in connection with the Sale Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed any liabilities, obligations or commitments of CMP of any kind, whether or not disclosed to Purchaser, including without limitation any liability or obligation of CMP under any contracts related to the operation of the Stations (the "**Retained Liabilities**").
- g) **Closing.** The consummation of the sale and purchase of the Station Assets pursuant to the Sale Agreement (the "**Closing**") shall take place on the date five (5) business days after the date the FCC Consent has become Final (as defined in the Sale Agreement) or on such other date as the parties may

mutually agree upon. Closing shall be subject to the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Articles 6 or 7 of the Sale Agreement (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing).

- h) **FCC Consent.** Within five (5) business days of the date of the Sale Agreement, Purchaser and CMP shall file an application (the “**FCC Application**”) requesting FCC consent to the assignment of the FCC Licenses from CMP to Purchaser (the “**FCC Consent**”). CMP and Purchaser shall diligently prosecute the FCC Application. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall furnish all information required by the FCC. Purchaser and CMP shall notify each other of all documents filed with or received from any governmental agency with respect to the Sale Agreement or the transactions contemplated thereby. Purchaser and CMP shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder. Neither party may amend the FCC Application without the prior consent of the other.
- i) **Programing Services Agreement.**
- i. **Programing Services Agreement.** CMP and Purchaser shall enter into a mutually agreeable programming services agreement for the Stations (the “**PA**”) providing for Purchaser to provide programming to the following Stations during the period from 15 days after the execution of the Sale Agreement until Closing. Stations: KAAT FM, KAAT FM1, KTNS FM, K282AE, KMEN FM, KMQA FM. CMP will continue to provide programming on KAEH FM, KIQQ AM and KIQQ FM as Purchaser has stations in those DMAs and the resulting conflicts would damage both Purchaser and CMP revenues. CMP will not be required to compensate Purchaser for receiving programming services under this agreement. In the event that the transactions contemplated by the Sale Agreement are not consummated, the PA shall cease effective on the termination of the Sale Agreement unless the parties mutually agree otherwise. The parties understand and agree that a copy of the PA will be submitted with the Assignment Applications.
 - ii. **Effect of PA.** Notwithstanding anything to the contrary contained in the Sale Agreement, CMP shall not be deemed to have breached or failed to comply with any representations, warranties, covenants or agreements with respect to the Stations or the Station Assets if any such breach or failure is due to or caused by any act, omission or instruction of Purchaser under or in connection with the PA or any

activities or transactions by Purchaser in furtherance thereof or in connection therewith.

20. **Motion for Stay Relief.** On November 12, 2017, Ether filed its *Motion of Ether Mining Corporation for Relief from the Automatic Stay* (the “**Motion for Stay Relief**”) [ECF No. 378], which seeks stay relief to communicate with the FCC regarding the sale of the Stations. Additionally, Ether alleges in the Motion for Stay Relief that it is willing and able to make a higher and better offer for the purchase of the Stations.

RELIEF REQUESTED

21. By this motion, CMP requests entry of an order, pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, authorizing CMP to enter into the Sale Agreement with Purchaser and transfer the Stations to Purchaser free and clear of all liens, claims and encumbrances. Alternatively, in the event that Ether represents to the Court at the Proposed Hearing that it is willing and able to make a higher and better offer for the purchase of the Stations, CMP requests that the Court authorize CMP to conduct an auction to sell the Stations to the bidder with the highest and best offer.

A. Entry into the Sale Agreement is an Exercise of CMP’s Sound Business Judgment, is in the Best Interest of the Debtor and its Estate and Should be Approved.

22. Section 363(b)(1) of the Bankruptcy Code provides, in pertinent part, that “[t]he trustee, after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). The use, sale or lease of property of the estate, other than in the ordinary course of business, is authorized when there is a “sound business purpose” that justifies such action. *See Institutional Creditors of Cont’l Airlines, Inc. v. Cont’l Airlines, Inc. (In re Cont’l Airlines)*, 780 F.2d 1223, 1225-26 (5th Cir. 1986); *Comm. Of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983); *In re Tropical Sportswear Int’l Corp.*, 320 B.R. 15, 17-18 (Bankr. M.D. Fla. 2005) (applying sound business

justification standard in authorizing payment of prepetition claims pursuant to section 363(b)); *In re Phoenix Steel Corp.*, 82 B.R. 334, 335-36 (Bankr. D. Del. 1987) (stating that judicial approval under section 363 of the Bankruptcy Code requires a showing that the proposed action is fair and equitable, in good faith and supported by a good business reason).

23. The business judgment rule is a “policy of judicial restraint born of the recognition that directors are, in most cases, more qualified to make business decisions than are judges.” *International Ins. Co. v. Johns*, 874 F.2d 1447, 1458 n.20 (11th Cir. 1989). In that regard, “[w]here the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.” *See Committee of Asbestos-Related Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (citation omitted). When a valid business justification exists, the law vests the debtor’s decision to use property out of the ordinary course of business with a strong presumption that “in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.” *See Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (citations and internal quotations omitted), *appeal dismissed*, 3 F.3d 49 (2d Cir. 1993).

24. Moreover, Rule 6004(f)(1) of the Bankruptcy Rules provides that “[a]ll sales not in the ordinary course of business may be by private sale or by public auction.” Although a formal public auction process was not conducted under the circumstances, CMP’s proposed sale of the Stations has come after lengthy efforts to dispose of the Property in as timely and cost-effective manner as possible. In any event, courts often allow chapter 11 debtors to sell assets outside the ordinary course of business by private sale when the debtors demonstrate that the sale is permissible pursuant to section 363(b) of the Bankruptcy Code. *See, e.g., Palermo v. Pritam Realty*,

Inc. (In re Pritam Realty, Inc.), 233 B.R. 619 (D.P.R. 1999) (upholding the bankruptcy court's approval of a private sale conducted by a chapter 11 debtor); *In re Condere Corp.*, 228 B.R. 615 (S.D. Miss. 1998) (approving a private sale of a chapter 11 debtor's assets where the standards of section 363(b) were met); *In re Wiebolt Stores, Inc.*, 92 B.R. 309 (N.D. Ill. 1988) (affirming right of chapter 11 debtor to transfer assets by private sale).

25. In the instant case, the Sale Agreement represents the highest and best offer CMP has received to date after extensively marketing the Stations. CMP's decision to enter into the Sale Agreement is in the best interests of CMP and the estate, and the decision is supported by sound and reasonable business judgment.

B. CMP May Sell the Property Under Section 363(f) of the Bankruptcy Code Free and Clear of Any Interests.

26. Section 363(f) of the Bankruptcy Code provides, in relevant part, that a debtor in possession may:

[S]ell property under subsection (b) of [section 363] free and clear of any interest in such property of an entity other than the estate, only if –

1. applicable non-bankruptcy law permits sale of such property free and clear of such interest;
2. such entity consents;
3. such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
4. such interest is in bona fide dispute; or
5. such entity could be compelled, in a legal or equitable proceeding, to accept money satisfaction of such interest.

11 U.S.C. § 363(f).

27. Because section 363(f) is stated in the disjunctive, satisfaction of any one of its five requirements will suffice to warrant approval of the sale of the Property free and clear of liens,

claims and encumbrances. *See Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988) (stating that court may approve sale “free and clear” provided at least one of the subsections of 363(f) is met); *In re Gulf States Steel, Inc.*, 285 B.R. 497, 506 (Bankr. N.D. Ala. 2002); *In re 18th Ave. Dev. Corp. v. Modular Paving, Inc. (In re 18th Ave. Dev. Corp.)*, 14 B.R. 862, 863-64 (Bankr. S.D. Fla. 1981) (stating that section 363(f) indicates that before sale of property may be authorized “free and clear” only one of five conditions must be met). As discussed below, CMP can satisfy the requirements of either section 363(f)(1) or section 363(f)(4) of the Bankruptcy Code.

28. Here, BOC holds a first position, blanket security interest in the assets of CMP, including the Stations. The assets under the Sale Agreement may be sold free and clear of liens and interests because BOC has consented to the sale.

C. In the Event that a Party Presents a Higher and Better Offer, CMP Requests that the Court Authorize CMP to Conduct an Auction to Sell the Stations.

29. Neither CMP nor BOC have any objection to a truly higher and better offer to purchase the Stations, provided that any such offer provides sufficient evidence of ability to close the transaction.

30. In the event that CMP receives a higher and better offer by the Proposed Hearing, CMP requests that the Court authorize it to conduct an auction on that date to sell the Stations.

D. Relief Under Bankruptcy Rule 6004(h)

31. Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale or lease of property . . . is stayed until the expiration of 10 days after entry of the order, unless the court orders otherwise.” Notwithstanding anything in Bankruptcy Rule 6004(h), CMP requests that the Court authorize the parties to take any and all actions contemplated in the Sale Agreement immediately

upon entry of an order with respect to this motion and order that such actions are not stayed for a period of 10 days.

WHEREFORE, for the reasons set forth herein, CMP respectfully requests that the Court enter an order, substantially in the form annexed hereto as **Exhibit A**: (i) authorizing CMP to enter into the Sale Agreement with Purchaser and transfer the Assets to Purchaser free and clear of liens and interests, (ii) authorizing, in the event that CMP receives a higher and better offer by the Proposed Hearing, CMP to conduct an auction for the sale of the Stations to the highest and best offer; and (iii) granting such other and further relief as may be appropriate.

Dated: November 17, 2017

Respectfully Submitted,

TRIPP SCOTT, P.A.

Counsel for the Debtors

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By: /s/ Kristopher E. Aungst

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 17, 2017, I electronically filed the foregoing document with the Clerk of the Court using *CM/ECF*. I also certify that the foregoing document is being served this day (i) via transmission of Notice of Electronic Filing generated by *CM/ECF* on all counsel of record or pro se parties who are authorized to receive electronically Notices of Electronic Filing in this bankruptcy case; and (ii) prepaid, first class U.S. mail upon all parties on the attached Master Service List.

By: /s/ Kristopher E. Aungst
KRISTOPHER E. AUNGST
Florida Bar No. 0055348

SERVICE LIST

Electronic Mail Notice List

The following is the list of **parties** who are currently on the list to receive email notice/service for this case.

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- **Matthew I Rochman** mrochman@proskauer.com, florida.litigation@proskauer.com

Manual Notice List

The following is the list of **parties** who are **not** on the list to receive email notice/service for this case (who therefore require manual noticing/service). You may wish to use your mouse to select and copy this list into your word processing program in order to create notices or labels for these recipients.

Argo Partners
12 W 37th St 9th Fl
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Ray H. Rosenblum
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Label Matrix for local noticing
113C-1
Case 15-16741-RAM
Southern District of Florida
Miami
Fri Nov 17 14:48:26 EST 2017

Casa Media Partners, LLC
2600 SW 3rd Avenue
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Nielsen Audio, Inc.
c/o Jonathan S. Feldman
283 Catalonia Avenue
Suite 200
Miami, FL 33134-6714

AFLAC
1932 Wynnton Road
Columbus, GA 31999-0797

ASCAP
One Lincoln Plaza
New York, NY 10023-7097

Adrian Chihuahua
27202 Dracaea Ave.
Moreno Valley, CA 92555-4520

American Society of Composers Authors & Publ
Jackson Wagener
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NY, NY 10023-7004

Anthem Blue Cross
P.O. Box 51011
Los Angeles, CA 90051-5311

B & B Rentals
7519 W. Kennewick Ave.
Kennewick, WA 99336-7745

BMI
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250 Greenwich Street
New York, NY 10007-0085

Argo Partners
12 W 37th St 9th Fl
New York, NY 10018-7381

Casa en Denver, Inc.
2600 SW 3rd Avenue
PH B
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United States of America, FCC
c/o Matthew I. Rochman
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AIG Property Casualty, Inc.
Ryan G. Foley, Authorized Representative
175 Water Street, 15th Floor
New York, NY 10038-4918

AT&T
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Sacramento, CA 95887-0001

Alfredo Felix Espinoza
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Fresno, CA 93722-5637

American Tower Corporation
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Argo Partners
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New York, NY 10018-7381

BENTON COUNTY TREASURER
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KENNEWICK, WA 99336-2359

Bank of Commerce
201 North Main Street
McLean, TX 79057

Bank of Commerce as Successor In Interest to
c/o Paul J. Richards
Kavanagh Grumley & Gorbold, LLC
111 N. Ottawa Street
Joliet, IL 60432-4229

Ether Mining Corporation
c/o Ross R Hartog
101 NE Third Avenue
Suite 1210
Fort Lauderdale, FL 33301-1147

ADT Security Services
P.O. Box 371878
Pittsburgh, PA 15250-7878

AL & CM Broadcasting Network, LLC
517 South Main St.
Suite 202
Salinas, CA 93901-3307

Abel De Luna, Sr., as Trustee of the
Abel De Luna Intervivos Truste
1200 W. Venice Blvd
Los Angeles, CA 90006-5518

Alonso Torres
1725 N. Recreation
Fresno, CA 93703-3528

American Tower, L.P.
Attn: Contract Administrator
501 Canal Boulevard, Suite E
Point Richmond, CA 94804-3522

Argo Partners as Assignee of SCMS, Inc.
12 West 37th Street, 9th Floor
New York, NY 10018-7480

BMI
10 Music Square East
Nashville, TN 37203-4399

Bay Alarm Company
P.O. Box 7137
San Francisco, CA 94120-7137

Benton County Treasure
5600 W. Canal Dr., Suite A
Kennewick, WA 99336-2327

Benton P.U.D.
2721 W. 10th Ave
P.O. Box 6270
Kennewick, WA 99336-0270

Benton PUD
2721 West 10th Avenue
Kennewick, WA 99336-4813

Benton Rural Electric Association
P.O. Box 1150
Prosser, WA 99350-0953

Bertha A. Avila
24783 Plumtree Court
Moreno Valley, CA 92557-4132

Big City Print
8220 Industry Ave
Pico Rivera, CA 90660-4828

Broadcast Supply Worldwide
2237 So 19th
Tacoma, WA 98405-2945

Broadcast Technical Services, Inc.
129 N. Gill Rd.
Exeter, CA 93221-9528

California Broadcasters Association
915 L. Street, Suite 1150
Sacramento, CA 95814-3765

California Sierra Tower Company
Horizon Tower Limited Partnership-II
49346 Road 462, Suite 6
Oakhurst, CA 93644

Castech Pest Services
10342 Highway 41
Madera, CA 93636-9470

Century Link
P.O. Box 2961
Phoenix, AZ 85062-2961

Christopher Valenzuela
21845 Grand Terrace Rd, SPC #36
Grand Terrace, CA 92313-4444

City of Tulare
411 E. Kern Ave.
Tulare, CA 93274-4255

Claudia Valenzuela
336 West Ness Ave, Ste 205
Fresno, CA 93711-6894

Clear Channel Sat
P.O. Box 91812
Chicago, IL 60693-1812

Collegiate Circuit Inc DBA Big City Print
8220 Industry Ave
Pic Rivera CA 90660-4828

Colorado Department of Revenue
Colorado Springs Regional Service Center
2447 North Union Blvd.
Colorado Springs, CO 80909-1107

Comcast
P.O. Box 34227
Seattle, WA 98124-1227

Commerce Plaza
242 E. Airport Drive
San Bernardino, CA 92408-3432

Commerce Plaza Business Group, LLC
242 E. Airport Drive
San Bernardino, CA 92408-3432

Computer-Show Corp.
3855 East Patrick Lane Suite 145
Las Vegas, NV 89120-3281

County Serv. Area 40
157 W. 5th St., 2nd Flr
San Bernardino, CA 92415-0450

Crystal Ramirez
413 Adam Rd
Simi Valley, CA 93063

Culligan Yakima
25 East 3rd Ave
Spokane, WA 99202-1492

DS Services / Sparkletts Div
Deborah Johnson, Bankruptcy Processor
6750 Discovery Blvd.
Mableton, GA 30126-4646

David Tillotson
4606 Charleston Terr. N.W.
Washington, DC 20007-1911

E Street Self Storage
1723 South E Street
San Bernardino, CA 92408-2716

EDD
PO Box 826880 MIC 92E
SACRAMENTO, CA 94280-0001

Edith Magallon
20949 Road 52
Tulare, CA 93274-9657

Ellie Ascencio
16606 Devonshire Street, Apt. 102
Granada Hills, CA 91344-6632

Employment Development Department
Bankruptcy Group MIC 92E
P.O. Box 826880
Sacramento, CA. 94280-0001

Evelyn and Muriel Woody/
The Graham Family Trust
KMQA Woody Ranch Site
P.O. Box 5
Woody, CA 93287-0005

FedEx
P.O. Box 7221
Pasadena, CA 91109-7321

Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554-0005

Felipe Orozco
24451 Leonard Tree LN., #205
Santa Clarita, CA 91321-4470

Ferrellgas
P.O. Box 88086
Chicago, IL 60680-1086

Ferrellgas, Inc.
One Liberty Plaza, MD 40
Liberty, MO 64068-2971

Flatiron Capital
1700 Lincoln Street, 12th Floor
Denver, CO 80203-4501

Gabriela Mendoza
1791 Apricot Rd.
Grandview, WA 98930-9625

Guillermo Canedo Malbourg
316 North Maple Street, Apt 238
Burbank, CA 91505-4948

Guillermo Ivani
13340 Saticoy St, Apt 20
North Hollywood, CA 91605-3418

Guillermo Santiso
3159 Anasazi Way
Simi Valley, CA 93063-2067

HARTFORD FIRE INSURANCE COMPANY
Bankruptcy Unit, NP3-R
Hartford Plaza
Hartford, CT 06115

HD Music, LLC
2600 SW 3rd Ave. PH B
Miami, FL 33129-2343

Herminia Moreno
360 N. West St.
Tulare, CA 93274-3418

Hillview Water Co., Inc.
P.O. Box 2269
Oakhurst, CA 93644-2269

Horizon Tower, LLC
117 Town & Country Drive, Suite A
Danville, CA 94526-3942

I Latina Entertainment, Inc.
6221 Agnes Ave
North Hollywood, CA 91606-3301

Independent Properties, Inc.
2179 Rall Ave.
Clovis, CA 93611-4162

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

JLV Pest Control
13113 FRANCISQUITO AVE
Baldwin Park, CA 91706-3707

Jennifer Ortega
4454 N. Maple Ave.
Fresno, CA 93726-2703

Jesus Alfaro
2494 West Main St., SPC 238
Barstow, CA 92311-3666

Jesus Rosales
303 S 10th Street
Yakima, WA 98901-3188

Johana Ocampo
1544 W. 79th St.
Los Angeles, CA 90047-2825

Jonathan Ponzo
1819 Mt. Verdugo Ln
Perris, CA 92571-6503

Jorge L. Rayo
523 South F St.
Tulare, CA 93274-5233

Jorge Rios
543 North Madison Ave.
Apt. 40
Los Angeles, CA 90004-2255

Jose A. Reygadas
5436 SW 187 TR
Miramar, FL 33029

Jose Acosta Alcaraz
1056 South Vetter Dr.
Tulare, CA 93274-6373

Jose L. Alvarado
3265 East Lowe Avenue
Fresno, CA 93702-4027

Joshua L. Mednick
19844 Mariposa Creek Way
Porter Ranch, CA 91326-4116

Juan Gonzalez
7755 SW 85th CT
Miami, FL 33143-3758

Juan Velazquez
10556 Cedros Ave.
Mission Hills, CA 91345-2251

KUNW Univ TV Yakima
Sinclair Kennewick Licensee, LLC
2153 NE Sandy Blvd
Portland, OR 97232-2819

Kalil & Co., Inc.
c/o Jon Polenberg, Esq.
Becker & Poliakoff, P.A.
1 East Broward Blvd. Suite 1800
Fort Lauderdale, FL 33301-1876

Katz Communications, Inc.
125 West 55th Street
New York, NY 10019-5369

LaLora Inc
7755 SW 85th CT
Miami, FL 33143-3758

Lilia M. Nieto
1826 W. 19 St., p #156
San Bernardino, CA 92411-1139

Los Angeles Department of Water & Power
P.O. Box 30808
Los Angeles, CA 90030-0808

Luis Guerra
30628 Farr Rd.
Visalia, CA 93291-8801

Luna Broadcasting, LLC
1200 Venice Blvd
Los Angeles, CA 90006-5518

Luna Management, LLC
1200 Venice Blvd
Los Angeles, CA 90006-5518

MC Gavren Guild Media
1675 Palm Beach Lakes Blvd
Suite 1000
West Palm Beach, FL 33401-2119

MacroMedia, Inc
Tim Valley
1713 Jefferson Rd
Northfield, MN 55057-3153

Macromedia, Inc.
1713 Jefferson Road
Northfield, MN 55057-3153

Manuel Garcia
25647 Ficus Ct.
Moreno Valley, CA 92557-6623

Maria I. Velasquez
1704 West Olive Ave., Apt. 140
Porterville, CA 93257-2770

Maria Ucros
1830 S. Ocean Drive
Hallandale, FL 33009-7696

Mario Saucedo
810 Jessica Way
San Jacinto, CA 92583-4877

Marketron Broadcast Solution
62215 Collections Center Drive
Chicago, IL 60693-0622

Martha Mendoza
300 Wilson HWY #85
Grandview, WA 98930-1051

Matson Alarm Co., Inc.
8401 N. Fresno Street
Fresno, CA 93720-1567

Miller Kaplan Arase LLP
4123 Lankershim Blvd.
North Hollywood, CA 91602-2828

Music License Committee
1616 Westgate Circle
Brentwood, TN 37027-8571

Nielsen Audio Inc
Alan F.M. Garten, Esq
36 South Charles Street, Suite 2300
Baltimore MD 21201-3100

Nielsen Audio, Inc.
P.O. Box 3228
Carol Stream, IL 60132-3228

Nielsen Audio, Inc. fka Arbitron, Inc,
P.O. Box 3228
Carol Stream, IL 60132-3228

Norberto Garcia
9724 Beachy Ave.
Arleta, CA 91331-5305

Norma A. Taylor
P.O. Box 371
Mariposa, CA 95338-0371

Norma Navarro
6025 Rd 176
Earlimart, CA 93219-9630

Office of the US Trustee
51 S.W. 1st Ave.
Suite 1204
Miami, FL 33130-1614

Orkin
P.O. Box 7161
Pasadena, CA 91109-7161

PG & E
P.O. Box 997300
Sacramento, CA 95899-7300

PacifiCorp dba Pacific Power & Rocky Mountai
PO Box 25308
Salt Lake City UT 84125-0308

Pacific Bell Telephone Company
% AT&T Services, Inc.
Karen Cavagnaro, Esq.
One AT&T Way, Room 3A104
Bedminster, NJ 07921-2693

Pacific Building Maintenance
1961 Desert Island Dr.
Fresno, CA 93730-3440

(p)PACIFICORP
ATTN BANKRUPTCY
PO BOX 25308
SALT LAKE CITY UT 84125-0308

Pedro Ciriano
407 South 9th St.
Yakima, WA 98901-3035

Powernet Global Communication
P.O. Box 740146
Cincinnati, OH 45274-0146

Premiere Networks, Inc.
15260 Ventura Boulevard
Third Floor
Sherman Oaks, CA 91403-5307

Prosser Tower Site, Inc.
P.O. Box 830
Prosser, WA 99350-0830

R & B Properties
c/o Managex
7636 N. Ingram, #101
Fresno, CA 93711-6200

RS Technology
419 Conrad Rd
Touchet, WA 99360-9824

Regus Management Group, LLC
P.O. Box 842456
Dallas, TX 75284-2456

Ricardo M. Villaescusa Rosas
7719 Maestro Ave.
West Hills, CA 91304-5230

Rick and Janett Yribarren
4308 South Janes Rd
Tranquillity, CA 93668-9704

Robert Hasson
27 Oak Tree Dr.
Slidell, LA 70458-5714

Rudex Broadcasting Limited Corporation
12272 Sarazan Pl
Granada Hills, CA 91344-2635

SCMS Inc.
10201 Rodney Blvd
Pineville, NC 28134-7540

SESAC
55 Music Square East
Nashville, TN 37203-4324

Sandoval, Rodolfo
10807 Orion Ave
Misson Hills, CA 91345-1333

Shop & Go
405 N. Palm Ave.
Fresno, CA 93701-1440

Sierra Telephone
P.O. Box 219
Oakhurst, CA 93644-0219

Simon Cortes
418 North 11th St.
Fresno, CA 93702-2207

Southern California Edison Company
P.O. Box 600
Rosemead, CA 91772-0001

Southern California Gas Company
Mass Markets Credit & Collections
The Gas Company
P. O. Box 30337
Los Angeles, CA 90030-0337

Sprint
1 Shackelford Drive
Little Rock, AR 72211-2859

Staples Advantage Dept LA
P.O. BOX 83689
Chicago, IL 60696-3639

State of California
 Employment Development Department
 Bankruptcy Group MIC 92E
 P.O. Box 826880
 Sacramento, CA 94280-0001

State of Florida/Dept. of Revenue
 Bankruptcy Section
 P.O. Box 6668
 Tallahassee, FL 32314-6668

(P)WA STATE DEPT OF LABOR & INDUSTRIES
 BANKRUPTCY UNIT
 PO BOX 44171
 OLYMPIA WA 98504-4171

TW Telecom
 P.O. Box 172567
 Denver, CO 80217-2567

The Hartford Financial
 Services Group, Inc.
 P.O. Box 9584561
 Lake Mary, FL 32795

The Sixth House
 11950 Ventura Blvd
 Suite 1
 Studio City, CA 91604-2635

Thomas Driggers
 971 N. Rogers Ave.
 Clovis, CA 93611-7002

Time Warner Cable
 P.O. Box 60074
 City of Industry, CA 91716-0074

Toppenish, WA 98948
 Wyer Networks
 4343 Whitsett Ave, #304
 Studio City, CA 91604-1692

U.S. Bureau of Land Management
 San Bern 'County Service Area 40
 2601 Barstow Road
 Barstow, CA 92311-6653

United Telephone Company of the Northwest-WA
 CENTURYLINK BANKRUPTCY
 359 BERT KOUNS
 SHREVEPORT, LA 71106-8124

Univision Receivables Co, LLC
 P.O. Box 189
 Teaneck, NJ 07666-0189

Valley Alarm
 P.O. Box 399
 Sun Valley, CA 91353-0399

Venus Development, LLC
 Attn: Rajen Patel
 1356 Balmoral Drive
 Glendale, CA 91207-1149

Verizon
 P.O. Box 920041
 Dallas, TX 75392-0041

Verizon
 Verizon Bankruptcy
 22001 Loudoun County Parkway
 Suite E1-3-115
 Ashburn, VA 20147-6105

Victor M. Martinez
 709 South E. St.
 Tulare, CA 93274-5222

Washington State Department of
 Labor & Industry
 P.O. Box 44000
 Olympia, WA 98504-4000

Waste Management
 P.O. Box 7814
 Baldwin Park, CA 91706-7814

Wells Fargo Insurance Service USA, Inc.
 15303 Ventura Blvd
 7th Floor
 Sherman Oaks, CA 91403-3197

Werner Family LTD Partnership
 P.O. Box 2345
 Oakhurst, CA 93644-2345

Xerox Corporation
 P.O. Box 650361
 Dallas, TX 75265-0361

Xerox Corporation
 c/o V.O. Adams
 1303 Ridgeview Drive - 450
 Lewisville, TX 75057-6018

Yasin Daneshfar, Esq.
 Becker & Poliakoff, P.A.
 1 East Broward Blvd.
 Suite 1800
 Fort Lauderdale, FL 33301-1876

Angelo M Castaldi
 110 SE 6th Str, 15th Flr
 Fort Lauderdale, FL 33301-5004

David Tillotson
 4606 Charleston Terrace NW
 Washinton, DC 20007-1911

Guillermo Canedo White
 2600 SW 3rd Ave, PH-B
 Miami, FL 33129-2343

Jesse R Cloyd
 Tripp Scott, P.A.
 110 SE 5th Street
 15th Floor
 Fort Lauderdale, FL 33301

Kristopher Aungst Esq.
 Tripp Scott, P.A.
 110 SE 6th Street
 15 Floor
 Fort Lauderdale, FL 33301

Maria M Yip
 2 S. Biscayne Boulevard
 Suite 2690
 Miami, FL 33131-1815

Michael Foster
Tripp Scott
110 S.E. Sixth Street
Suite 1500
Fort Lauderdale, FL 33301-5039

Ray H. Rosenblum
POB 38296
Pittsburgh, PA 15238-8296

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Internal Revenue Service
Insolvency Unit
7850 S.W. 6th Court
Plantation, FL 33324

Pacific Power
P.O. Box 26000
Portland, OR 97256-0001

State of Washington
P.O. Box 44000
Olympia, WA 98504

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Kalil & Co., Inc.

(u)Miami

(d)Lalora, Inc
7755 SW 85th CT
Miami, FL 33143-3758

(d)Miller Kaplan Arase, LLP
4123 Lankershim Boulevard
North Hollywood, CA 91602-2828

(d)Nielsen Audio, Inc. fka Arbitron, Inc.
P.O. Box 3228
Carol Stream, IL 60132-3228

(u)Western Land & Cattle
Linda North-Spaulding
P.O. Box 351

End of Label Matrix
Mailable recipients 181
Bypassed recipients 6
Total 187

EXHIBIT "A"

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of October 23, 2017 between Casa Media Partners, LLC, Debtor in Possession, a California limited liability company (“Seller”); and Lazer Broadcasting Corporation, a California corporation (“Lazer”) and Lazer Licenses, LLC, a Delaware limited liability company (“Lazer Licenses”, and together with Lazer, “Buyer”).

Recitals

A. Seller is currently supervised by the United States Bankruptcy Court, Southern District of Florida, which is presiding over those jointly administered cases pending as In re: Casa en Denver, Inc. (Case No. 15-16746-RAM) and In re: Casa Media Partners, LLC (Case No. 15-16741-RAM); and

B. Seller owns and operates the following radio broadcast stations (collectively, the “Stations”) pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”):

KIQQ (AM)	60423	BARSTOW, CALIFORNIA
KIQQ-FM	79388	NEWBERRY SPRINGS, CALIFORNIA
KAEH (FM)	3727	BEAUMONT, CALIFORNIA
KMQA	3395	EAST PORTERVILLE, CALIFORNIA
KMEN	88205	MENDOTA, CALIFORNIA
KTNS	8338	OAKHURST, CALIFORNIA
KAAT	8341	OAKHURST, CALIFORNIA
KAAT-FM1	132814	MERCED, CA
K282AE	8332	OAKHURST, CA

C. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station Assets (defined below) subject to the prior approval of the Court.

Agreement

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

ARTICLE 1: SALE AND PURCHASE

1.1 Station Assets. On the terms and subject to the conditions hereof, including, but not limited to entry of an Order by the Court authorizing the transaction contemplated herein (the “Order”), on the Closing Date (defined below), Seller shall sell,

assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to all assets, properties, interests and rights of Seller, real and personal, tangible and intangible, that are primarily used or held for use in the operation of the Stations, except the Excluded Assets (defined below) (the “Station Assets”):

(a) all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Stations (the “FCC Licenses”), including but not limited to those described on *Schedule 1.1(a)* attached hereto, and including any renewals or modifications thereof between the date hereof and Closing (defined below);

(b) Seller’s equipment, transmitters, antennas, cables, towers, furniture, fixtures, spare parts, vehicles and other tangible personal property of every kind and description that are primarily used or held for use in the operation of the Stations including certain Seller’s assets located at 13340 Saticoy Street, Suite A/B, North Hollywood, California 91605 (collectively, the “Tangible Personal Property”), including but not limited to such assets listed on *Schedule 1.1(b)* attached hereto. The Tangible Personal Property will be delivered in working condition and, where applicable, capable of operating in compliance with the applicable rules, regulations and guidelines of the FCC and the FCC Licenses of the Station(s) unless the Seller has previously requested or is operating under a Special Temporary Authority with respect to such assets that are not in compliance. Any repairs required to comply with this provision are the sole responsibility of Seller. If not cured/repared to the satisfaction of Buyer in its sole discretion prior to Closing, Buyer shall be entitled to make such repairs using the funds held pursuant to the post-closing Escrow/Holdback agreement;

(c) Seller’s leases or licenses for the studio and transmitter sites of the Stations (including any appurtenant easements and use of improvements located thereon), as listed on *Schedule 1.1(c)* attached hereto (the “Real Property Leases”);

(d) Those contracts and agreements (“Station Contracts”) which Buyer has agreed to assume, as listed on *Schedule 1.1(d)*;

(e) all of Seller’s rights in and to the Stations’ call letters, trademarks, Federally registered trademarks, trade names, service marks, designs, trade names, trade secrets, Internet domain names, URLs, websites, web content, accounts with Twitter, Facebook and other social media companies (including log-ins, and passwords) and the content found thereon and related thereto, databases, software or applications (including user applications, source code, executable code, systems, tools, data, firmware and related documentation), copyrights and other works of authorship, programs and programming material, jingles, slogans, logos, content, all applications, registrations and renewals relating to any of the foregoing, any other intellectual property rights or proprietary rights in or arising from any of the foregoing, and in all tangible embodiments of the foregoing, including all licenses, sublicenses and other rights granted and obtained with respect thereto, and rights thereunder, including rights to collect royalties, products and proceeds, rights to sue and bring other claims and seek remedies against past, present and future infringements or misappropriations thereof or other conflicts therewith, rights to recover damages or lost profits in connection therewith, and other rights to recover

damages (including attorneys' fees and expenses) or lost profits in connection therewith, and otherwise to seek protection or enforcement of interests therein under the applicable legal requirements of all jurisdictions (the "Intangible Property"), including but not limited to such items as listed on Schedule 1.1(e) and with the exception of the right to use the Intangible Property in the States of Washington and Oregon;

(f) Seller's rights in and to all the- technical records (or copies thereof) relating to the operation of the Stations, including each Station's local public file (paper and/or online), blueprints, technical information and engineering data, and FCC required logs; and

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens") except for (a) liabilities related to the ownership of the Station Assets or the operations of the Stations after Closing and (b) -any other liabilities of Seller for which Buyer receives a credit under Section 1.6 (collectively, (a) and (b), the "Assumed Obligations"), and (x) statutory liens for taxes not yet due and payable and, (y) (i) with respect to the Real Property Leases, those easements, reservations and restrictions now of record which do not materially impair the use of such Real Property Leases in the operation of the Stations and (ii) statutory landlord liens arising in the ordinary course of business, which are not overdue (collectively, (x) and (y), "Permitted Encumbrances").

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following (collectively, the "Excluded Assets"):

(a) Seller's cash and cash equivalents;

(b) all of the Stations' accounts receivable existing before the Closing Date and any other rights to payment of cash consideration for goods or services sold or provided prior to the date of closing or otherwise arising during or attributable to any period prior to the Closing Date (the "A/R");

(c) all contracts of insurance, all coverages and proceeds thereunder and all rights in connection therewith;

(d) all pension, profit sharing plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, and all collective bargaining agreements maintained by Seller;

(e) Seller's corporate name, charter documents, books and records relating to the organization, existence or ownership of Seller, and all records not relating to the operation of the Stations;

(f) all tangible and intangible personal property used in the operation of the Stations which is retired or disposed of in the ordinary course of business of Seller between the date of this Agreement and Closing, as permitted hereunder;

(g) all Station Contracts that are terminated, not due to Seller breach, or expire prior to Closing in the ordinary course of business of the Seller, and those contracts and agreements not included in the Station Contracts;

(h) all deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent Seller receives a credit therefor under Section 1.6; and

(i) any Seller's assets used solely in the operation of other Seller stations.

1.3 Retained Liabilities. Except for the Assumed Obligations, Buyer does not assume and will not be deemed by execution and delivery of this Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed any liabilities, obligations or commitments of Seller of any kind, whether or not disclosed to Buyer, including without limitation any liability or obligation of Seller under any contracts related to the operation of the Stations (the "Retained Liabilities").

1.4 Purchase Price. At Closing, and upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Station Assets, Buyer shall pay to Seller the sum of **One Million Seven Hundred Thousand Dollars (\$1,700,000)** (the "Purchase Price"). The Purchase Price shall be paid at Closing in cash or immediately available funds pursuant to the written wire instructions of Seller to be delivered by Seller to Buyer at least three (3) business days prior to Closing.

1.5 Deposit.

(a) Contemporaneously with the execution of this Agreement, Buyer shall deposit the sum of **One Hundred Twenty Thousand Dollars (\$120,000)** (the "Earnest Money Deposit") with Fletcher Heald & Hildreth, PLC (the "Escrow Agent") pursuant to an Escrow Agreement and Holdback Agreement (the "Escrow and Holdback Agreement") of even date herewith among Buyer, Seller and the Escrow Agent, and attached hereto as *Exhibit A*.

(b) At Closing, Escrow Agent shall hold back the Earnest Money Deposit for a period of Sixty (60) days after the Closing to insure payment of (i) any past due operational expenses that prevents Buyer from Closing including past due lease payments in connection with the Real Property Leases, and/or (ii) repairs to bring the stations to FCC compliance per section 1.1(b) not paid by the Seller before the date of Closing, and/or (iii) any past due amount owed by Seller that prevent FCC authorization of this transaction, or (iv) any overdue local tax owed by Buyer in connection with the Tangible Personal Property (the "Hold Back"). Buyer will notify Seller of any claims against the Earnest Money Deposit and submit proof of invoice and payment (the "Escrow Adjustments") to Escrow Agent and Seller. On the Sixtieth (60th) day after the Closing, Seller and Buyer shall jointly instruct Escrow Agent to deliver to Seller the sum of One Hundred Twenty Thousand Dollars (\$120,000.00) minus any applicable Escrow

Adjustments from the Earnest Money Deposit as final payment of the Purchase Price and return any interest accrued on the Earnest Money Deposit to Buyer in accordance with the provisions of the Escrow and Hold Back Agreement.

(c) If the Closing does not occur for any reason other than Buyer's breach of this Agreement, the Earnest Money Deposit and any interest accrued thereon shall be returned to Buyer. If the Closing does not occur due to the uncured breach of this Agreement by Buyer, the Earnest Money shall be delivered to Seller as liquidated damages.

1.6 Prorations.

(a) The operation of the Stations and the income and operating expenses attributable thereto until 11:59 p.m. on the date of closing shall be for the account of Seller and thereafter for the account of Buyer.

(b) Prorations shall include all property taxes (if required under the Real Property Leases), FCC regulatory fees, utility expenses, rents under the Real Property Leases and similar prepaid and deferred items. Sales commissions related to the sale of advertisements broadcast on the Stations prior to the date of closing shall solely be the responsibility of Seller.

1.7 Allocation. Prior to Closing, Seller and Buyer shall negotiate in good faith an allocation of the Purchase Price in accordance with the respective fair market values of the Station Assets and the goodwill being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended and each party shall file returns with the Internal Revenue Service consistent therewith.

1.8 Closing. The consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the "Closing") shall take place on the date five (5) business days after the date the FCC Consent has become Final (as defined below) or on such other date as the parties may mutually agree upon. Closing shall be subject to the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Articles 6 or 7 below (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing). The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.9 FCC Consent. Within five (5) business days of the date of this Agreement, Buyer and Seller shall file an application (the "FCC Application") requesting FCC consent to the assignment of the FCC Licenses from Seller to Buyer (the "FCC Consent"). Seller and Buyer shall diligently prosecute the FCC Application. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall furnish all information required by the FCC. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of

any governmental filing hereunder. Neither party may amend the FCC Application without the prior consent of the other.

ARTICLE 2:
SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as follows:

2.1 Organization. Seller is duly organized, validly existing and in good standing under, and is qualified to do business in, California. Seller has the requisite power and authority to own and operate the Stations, to carry on the Stations' business as now conducted by it, and to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

2.2 Authorization. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Seller (the "Seller Authorization") and do not require any further authorization or consent of Seller. This Agreement and the documents to be made pursuant hereto are legal, valid and binding agreements of Seller enforceable in accordance with their respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3 No Conflicts. The execution, delivery and performance by Seller of this Agreement and the documents to be made pursuant hereto does not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent and the Court Order.

2.4 FCC Licenses. Except as disclosed on *Schedule 1.1(a)*:

(a) Seller holds the FCC Licenses listed and described on *Schedule 1.1(a)*. Such FCC Licenses constitute all of the authorizations required under the Communications Act of 1934, as amended (the "Communications Act"), or the rules, regulations and policies of the FCC for the present operation of the Stations. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. Except as set forth in *Schedule 1.1(a)*, there is not pending or, to Seller's knowledge, threatened any action by or before the FCC to revoke, suspend, cancel, rescind or modify any of the FCC Licenses (other than proceedings relating to FCC rules of general applicability), and there is no order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint pending or, to Seller's knowledge, threatened against Seller with respect to the Stations by or before the FCC.

(c) To the best of Seller's knowledge, the operation of the Stations does not expose workers or others to levels of radio frequency radiation in excess of the "Radio Frequency Protection Guides" recommended in "American National Standard Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields 3 kHz to 300 GHz" (ANSI/IEEE C95.1-1992), issued by the American National Standards Institute, and renewal of the FCC Licenses would not constitute a "major action" within the meaning of Section 1.1301, *et seq.*, of the FCC's rules.

2.6 Personal Property. *Schedule 1.1(b)* contains a list of all material items of Tangible Personal Property.

2.7 Real Property Leases. *Schedule 1.1(c)* includes a description of each of the studio and transmitter site leases included in the Station Assets, true, correct and complete copies of which Seller has provided to Buyer. Except as noted in *Schedule 1.1(c)*, each of the Real Property Leases is in full force and effect and is binding upon Seller and, to Seller's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Seller has performed its obligations under each of the Real Property Leases in all material respects, and is not in material default thereunder, and to Seller's knowledge, no other party to any of the Real Property Leases is in default thereunder in any material respect. To Seller's knowledge, none of the Real Property Leases or the land on which such sites are located (the "Real Property") is subject to any pending or threatened suit for condemnation or other taking by any public authority.

2.8 Station Contracts. (a) *Schedule 1.1(d)* includes a true and complete list of all contracts, agreements, licenses and leases (except the Real Property Leases) to which Seller is a party, that relate to the business and operation of the Stations, and Buyer has agreed to assume and which are included in the Station Assets (including but not limited to contracts for the sale of advertising time, programming sales representation contracts, employment contracts, other than (a) contracts for the sale of time on the Stations which are for cash consistent with prior practices for the periods in question and with not more than six (6) months remaining in their terms; (b) contracts which were entered into in the ordinary course of business and which are terminable by Buyer after the Closing on thirty (30) days' notice or less without penalty or premium; or (c) Excluded Assets). There are no capital leases that relate to the operation of the Stations.

(b) All of the Station Contracts (i) constitute legal, valid and binding obligations of Seller except as enforceability may be limited by bankruptcy, insolvency or other law affecting creditor's rights generally, (ii) are in full force and effect, and (iii) neither Seller nor, to Seller's knowledge, any other party thereto, has violated any provision of, or committed or failed to perform any act which, with notice, lapse of time or both, would constitute a default under the provisions of any of the Station Contracts that would allow the other party to terminate such Station Contract or bring a claim for Damages.

(c) Copies of all Station Contracts have been made available to Buyer by Seller. In addition to the Station Contracts listed on *Schedule 1.1(d)*, the schedule lists all oral contracts that Buyer has agreed to assume. There are no oral contracts relating to the

Stations which involve \$1,000 or more. *Schedule 1.1(d)* contains a list of all trade agreements as of the date of this Agreement. Seller shall use its best efforts to run out all trade agreements between the date hereof and the Commencement Date under the PA.

(d) Unless indicated on *Schedule 1.1(d)*, Sellers' rights, title and interest in and to each of the Station Contracts is fully assignable to Buyer without the consent, approval or waiver of any other Person.

2.9 Environmental. To Seller's knowledge, no hazardous or toxic substance or waste (including without limitation petroleum products) or other material regulated under any applicable environmental, health or safety law has been generated, stored, transported or released on, in, from or to the sites of the Real Property Leases by Seller or, to Seller's knowledge, by any other party. Seller has not received in respect of the Stations or Station Assets any written notice or claim to the effect that it is or may be liable under any environmental, health or safety law. To Seller's knowledge, neither the Stations nor any Station Assets are the subject of any investigation by any governmental authority with respect to a violation of any environmental, health or safety law.

2.10 Employees. Any and all costs related to Seller's employees shall be Retained Liabilities and Buyer shall have no obligation therefore. Seller indemnifies and holds Buyer harmless with respect to any claim by any of Seller's present or former employees with respect to back pay, benefits, severance, workers compensation, or health insurance under COBRA or otherwise, in each case, to the extent related to such employee's employment with Seller. This indemnification provision is in addition to and is not governed by the dollar limitation provided in Section 9.2(c), but shall be governed by the procedures set forth in Section 9.3.

2.12 Station Assets. Seller has, or as of the Closing Date, will have, good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Encumbrances and Liens that will be released at Closing. At Closing, Seller will transfer to Buyer good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Encumbrances. Seller maintains sufficient insurance policies in commercially reasonable amounts with respect to the Stations and the Station Assets and will maintain such policies in full force and effect until Closing.

2.13 Compliance with Law. Seller has complied and is in compliance, in each case in all material respects, with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the Stations or the Station Assets. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Stations or the Station Assets. To Seller's knowledge, there are no claims or investigations pending or threatened against Seller in respect of the Stations or the Station Assets.

2.14 No Finder. 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 or any party acting on Seller's behalf. Payment of any defense to any claim of any broker or

finder who alleges that such broker was engaged by Seller shall be Seller's sole cost and expense.

ARTICLE 3:
BUYER REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows:

3.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of, and is qualified to do business in, the State of California. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

3.2 Authorization. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Buyer (the "Buyer Authorization") and do not require any further authorization or consent of Buyer. This Agreement and the documents to be made pursuant hereto are legal, valid and binding agreements of Buyer enforceable in accordance with their respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3 No Conflicts. The execution, delivery and performance by Buyer of this Agreement and the documents to be made pursuant hereto does not conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent.

3.4 Qualification. Buyer is legally, financially and otherwise qualified to hold the FCC Licenses under the Communications Act and the rules, regulations and policies of the FCC as they exist on the date of this Agreement. Buyer is not aware of any facts related to Buyer that would, under existing law, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Stations. To Buyer's knowledge, no waiver of or exemption from any existing FCC rule or policy on the part of Buyer is necessary for the FCC Consent to be obtained.

3.5 No Finder. 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 or any party acting on Buyer's behalf. Payment of any defense to any claim of any broker or finder who alleges that such broker was engaged by Buyer shall be Buyer's sole cost and expense.

3.6 Committed Funds. Buyer has committed funds available to pay the Purchase Price and is not relying on any equity or debt financing which is not already closed as of the date of this Agreement.

ARTICLE 4:
SELLER COVENANTS

4.1 Covenants. From the date hereof until Closing, as applicable, Seller shall:

(a) operate the Stations in accordance with the terms of the FCC Licenses and in material compliance with the Communications Act, FCC rules, regulations and policies, and all other applicable laws, rules and regulations, and maintain the FCC Licenses in full force and effect;

(b) keep all Tangible Personal Property and the Real Property Leases in the same condition (ordinary wear and tear excepted) and repair as such Tangible Personal Property and Real Property Leases exist on the date of this Agreement, repair all broadcast equipment and sites (as necessary) to be capable of broadcasting at full licensed power and operating in compliance with FCC rules, regulations and guidelines and the Stations' FCC Licenses, maintain adequate and usual supplies, spare parts and other materials as have been customarily maintained in the past, and otherwise preserve intact the Station Assets, including but not limited to the Real Property Leases, and maintain in effect its current insurance policies with respect to the Stations and the Station Assets;

(c) at the request of Buyer, from time to time give Buyer access during normal business hours to all of the Stations' technical facilities, properties, deeds, title papers, insurance policies, licenses, agreements, contracts, commitments, records and files, equipment, machinery, fixtures, furniture and vehicles, to the extent such documents relate to the Station Assets, and provide Buyer all other information concerning the Station Assets as Buyer may reasonably request (any investigation or examination by Buyer after the date hereof shall not in any way diminish any representations or warranties of Seller made in this Agreement); and

(d) not without the prior written consent of Buyer:

(i) sell, lease, or otherwise dispose of any Station Assets except for non-material dispositions in the ordinary course of business of items which are replaced by assets of comparable or superior kind, condition and value;

(ii) amend or terminate any of the Real Property Leases;

(iv) modify the FCC Licenses; or

(v) take any action that would cause any representation or warranty set forth in Article 2 to become untrue or inaccurate in any material respect.

4.2 Deliveries. In addition to the deliveries required by Section 8.1, Seller shall use commercially reasonable efforts to obtain and deliver to Buyer a customary written estoppel certificate, in form and substance acceptable to Buyer, (the "Estoppel Certificate") duly executed by each of the lessors under the Real Property Leases, in form and substance reasonably satisfactory to Buyer. Delivery of the Estoppel Certificates shall be a condition to Closing.

ARTICLE 5:
JOINT COVENANTS

5.1 Confidentiality. For a period beginning on the date hereof until the third (3) anniversary of the Closing, subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except on a confidential basis to the parties' attorneys, accountants, investment bankers, investors and lenders (and the lenders' affiliates, general partners, auditors and rating agencies, on a need to know and confidential basis), and their respective attorneys in furtherance of the consummation of the transaction contemplated by this Agreement.

5.2 Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and the parties shall cooperate to make a mutually agreeable announcement.

5.3 Control. Subject to the PA, consistent with FCC rules, control, supervision and direction of the operation of the Stations prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses. The risk of loss of or damage to any of the Station Assets, and the risk of any interruption in the Stations' normal broadcast transmission, shall remain with Seller at all times until 12:01 a.m. local time on the Date of Closing, and prior to the Commencement Date of the PA Seller shall repair and replace any lost or damaged Station Assets as provided in *Schedule 4.1(a)* and restore any interrupted transmission.

5.4 Employees. The terms of this Agreement are solely for the benefit of (and may be enforced only by) the parties hereto and their respective successors and permitted assigns. Without limiting the foregoing, nothing in this Agreement gives any rights to any employee, and no employee may enforce any provision of this Agreement against any of the parties hereto.

5.5 Final Order.

(a) For purposes of this Agreement, the term "Final" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) or the Court which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC or the Court with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC or the Court shall have expired or otherwise terminated.

(b) Closing will take place only after the Court Order has been issued and the FCC Consent has become Final.

5.6 Receivables. Buyer shall not acquire any right or interest in Seller's A/R and, accordingly, Seller shall be solely responsible for the collection of all A/R.

ARTICLE 6:
SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing is subject to satisfaction or waiver by Seller of the following conditions at or prior to Closing:

6.1 Bringdown. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of Closing, Buyer shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Seller shall have received a certificate dated as of Closing from Buyer (executed by an authorized officer) to the effect that the conditions set forth in this Section have been satisfied (the "Buyer Bringdown Certificate").

6.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

6.3 FCC Consent. The FCC Consent shall have been granted without conditions materially adverse to Seller.

6.4 Court Order. The Court shall have entered the Order and the Order shall have become Final.

6.5 Deliveries. Buyer shall have made the deliveries to be made by it at Closing under Section 8.2 of this Agreement.

ARTICLE 7:
BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing is subject to satisfaction or waiver by Buyer of the following conditions at or prior to the Closing:

7.1 Bringdown. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of Closing, Seller shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Buyer shall have received a certificate dated as of Closing from Seller (executed by an authorized officer) to the effect that the conditions set forth in this Section have been satisfied (the "Seller Bringdown Certificate").

7.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

7.3 FCC Consent. The FCC Consent shall have been granted without conditions materially adverse to Buyer and shall have become Final.

7.4 Court Order. The Court shall have entered the Order and the Order shall have become Final.

7.5 No Material Adverse Change. There shall have been no material adverse change in the Stations, the Station Assets or liabilities.

7.6 Deliveries. Seller shall have made the deliveries to be made by it at Closing under Sections 4.2 and 8.1 of this Agreement.

ARTICLE 8:
CLOSING DELIVERIES

8.1 Seller Deliveries. At Closing, Seller shall deliver or cause to be delivered to Buyer:

- (a) a copy of the final Court Order;
- (b) a good standing certificate issued by the Seller's jurisdiction of incorporation;
- (c) a certified copy of the Seller Authorization;
- (d) the Seller Bringdown Certificate;
- (e) an Assignment of FCC Licenses assigning the FCC Licenses to Buyer;
- (f) an Assignment and Assumption of the Real Property Leases;
- (g) a Lessor Consent and Estoppel Certificate signed by each of the Lessors of the Real Property Leases.
- (h) a bill of sale conveying all Station Assets to Buyer;
- (i) any other documents and instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets to Buyer, free and clear of Liens, except for Permitted Encumbrances.

8.2 Buyer Deliveries. At the Closing, Buyer shall deliver to Seller:

- (a) the Purchase Price in accordance with the terms of this Agreement;
- (b) a good standing certificate issued by Buyer's jurisdiction of incorporation;
- (c) a certified copy of the Buyer Authorization;
- (d) the Buyer Bringdown Certificate;

(e) Buyer's counterparts to the Assignment and Assumption of the Real Property Leases;

(f) any other documents and instruments of assumption that may be reasonably necessary to assume the Assumed Obligations.

ARTICLE 9:
PROGRAMMING SERVICES AGREEMENT

9.1 PA. Seller and Buyer shall enter into a mutually agreeable programming services agreement for the Stations (the "PA") providing for Buyer to provide programming to the following Stations during the period from 15 days after the execution of the APA until Closing. Stations: KAAT FM, KAAT FM1, KTNS FM, K282AE, KMEN FM, KMQA FM. Seller will continue to provide programming on KAEH FM, KIQQ AM and KIQQ FM as Buyer has stations in those DMAs and the resulting conflicts would damage both Buyer and Seller revenues. Seller will not be required to compensate Buyer for receiving programming services under this agreement. In the event that the transactions contemplated by this Agreement are not consummated, the PA shall cease effective on the termination of this Agreement unless the parties mutually agree otherwise. The parties understand and agree that a copy of the PA will be submitted with the Assignment Applications.

9.2 Effect of PA. Notwithstanding anything to the contrary contained in this Agreement, Seller shall not be deemed to have breached or failed to comply with any representations, warranties, covenants or agreements with respect to the Stations or the Station Assets if any such breach or failure is due to or caused by any act, omission or instruction of Buyer under or in connection with the PA or any activities or transactions by Buyer in furtherance thereof or in connection therewith.

ARTICLE 10:
SURVIVAL AND INDEMNIFICATION

10.1 Survival. The representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date whereupon they shall expire and be of no further force or effect, except (i) those under Section 2.5 (Taxes) and Section 2.9 (Environmental), which shall survive until the expiration of any applicable statute of limitations, (ii) those with respect to title to the Station Assets, which shall survive indefinitely, and (iii) that if within such applicable period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the earlier of resolution of such claim or expiration of the applicable statute of limitations. The covenants and agreements in this Agreement to be performed after the Closing shall survive Closing until performed.

10.2 Indemnification.

(a) From and after Closing, subject to Section 10.2(c), Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs,

damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from:

(i) any breach by Seller of its representations and warranties made under this Agreement;

(ii) any default by Seller of its covenants and agreements made under this Agreement;

(iii) the Retained Liabilities; or

(iv) without limiting the foregoing, the business or operation of the Stations prior to Closing (including any third-party claim arising from such operations), provided that Seller shall not be responsible for Damages arising from Buyer's direct actions under the PA.

(b) From and after Closing, subject to Section 9.2(c), Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from:

(i) any breach by Buyer of its representations and warranties made under this Agreement;

(ii) any default by Buyer of its covenants and agreements made under this Agreement;

(iii) the Assumed Obligations; or

(iv) without limiting the foregoing, the business or operation of the Stations after Closing (including any third party claim arising from such operations).

10.3 Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by a third party that is subject to indemnification hereunder (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel reasonably satisfactory to the parties. In the event that the indemnifying party does not undertake such defense or opposition, the indemnified party shall have the right to defend the action and to employ counsel reasonably approved by the indemnifying party, and, to the extent the matter is determined to be subject to indemnification hereunder, the indemnifying party shall reimburse the indemnified party for all reasonable costs associated with such defense

(c) Notwithstanding anything herein to the contrary:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of any Claim, and shall have the right to consult with the indemnifying party and its counsel concerning any Claim, and the indemnifying party and the indemnified party shall cooperate in good faith with respect to any Claim;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include a release of the indemnified party from all liability in respect of such Claim;

(iii) the indemnified party shall not, without the indemnifying party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include a release of the indemnifying party from all liability in respect of such Claim; and

(iv) neither party shall have any liability to the other under any circumstances for special, indirect, consequential, punitive or exemplary damages or lost profits or similar damages of any kind, whether or not foreseeable.

10.4 Limitations. Neither party shall be required to indemnify the other party under this Article 10 unless (i) written notice of a claim was received by an indemnifying party within twelve (12) months from the Closing Date, and (ii) the aggregate Claim for Damages exceeds [\$10,000] after which the indemnified party shall be entitled to recover the Damages from the first dollar. In calculating the amount of Damages to Buyer or Seller under Section 10.2 above, such Damages shall be reduced by any recovery from any third party (including insurance proceeds) as a result of the facts or circumstances giving rise to the Damages. An indemnifying party's maximum liability for Damages hereunder shall be \$200,000. The limitations set forth in this Section 10.4 shall not apply to third party Claims against a party entitled to indemnification under Sections 10.2(a)(iii) or (iv) or 10.2(b)(iii) or (iv).

ARTICLE 11:
TERMINATION AND REMEDIES

11.1 Termination. This Agreement may be terminated prior to Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller:

(i) does not perform the obligations to be performed by it under this Agreement on or before the Closing Date or such other date as specifically provided herein; or

(ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any

of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period (defined below).

(c) by written notice of Seller to Buyer if Buyer:

(i) does not perform the obligations to be performed by it under this Agreement on or before the Closing Date; or

(ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period;

(d) by written notice of Buyer to Seller, or by Seller to Buyer, if the FCC denies the FCC Application; or

(e) by written notice of Buyer to Seller, or by Seller to Buyer, if the Closing does not occur by the date one (1) year after the release date of the FCC public notice accepting the FCC Application for filing;

The term "Cure Period" as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) fifteen (15) calendar days thereafter or (ii) the Closing Date. Except as provided in Section 11.3, termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Sections 1.5 (Deposit), 5.1 (Confidentiality), 5.2 (Announcements), 11.3 (Liquidated Damages), 11.4 (Return of Earnest Money Deposit), 12.1 (Expenses), 12.3 (Assignment), 12.4 (Notices), 12.5 (Severability) and 12.6 (Miscellaneous) shall survive any termination of this Agreement.

11.2 Specific Performance. In the event of a breach or threatened breach by Seller or Buyer of any representation, warranty, covenant or agreement under this Agreement, at the other party's election, in addition to any other remedy available to it at all times prior to any termination of this Agreement, such party shall be entitled to an injunction restraining any such breach or threatened breach and to enforcement of this Agreement by a decree of specific performance requiring the breaching party to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required (in each case, subject to the terms and conditions of this Agreement).

11.3 Liquidated Damages. If this Agreement is terminated by Seller pursuant to Section 11.1(c), then the Earnest Money Deposit (and any interest accrued thereon) shall be disbursed to Seller as liquidated damages. Such remedy shall be the sole and exclusive remedy of Seller. Seller hereby waives all other legal and equitable remedies it may otherwise have as a result of any breach or default by Buyer under this Agreement.

11.4 Return of Earnest Money Deposit. If this Agreement is terminated for a reason other pursuant to Section 11.1(c), the Earnest Money Deposit and any interest accrued thereon shall be disbursed to Buyer. The parties shall each instruct the Escrow Agent to disburse the Earnest Money Deposit and all interest accrued thereon to the party or parties entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement.

ARTICLE 12:
MISCELLANEOUS.

12.1 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 each of Buyer and Seller shall pay one-half of any filing fee charged by the FCC for the request for FCC Consent and each party shall pay one-half of all other governmental taxes, fees and charges applicable to the transfer of the Station Assets under this Agreement.

12.2 Further Assurances. After Closing, each party hereto shall execute all such instruments and take all such actions as any other party may reasonably request, without payment of further consideration, to effectuate the transactions contemplated by this Agreement, including without limitation the execution and delivery of confirmatory and other transfer documents in addition to those to be delivered at Closing.

12.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Seller may not assign any of its rights or delegate any of its obligations hereunder, and any such attempted assignment or delegation without such consent shall be void. Buyer may assign its right to acquire the Station Assets (in whole or in part) to an affiliate of Buyer without Seller's consent so long as any such assignment shall not delay Closing, but any such assignment shall not relieve Buyer of any obligations under this Agreement.

12.4 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third (3rd) day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller, then to:

Casa Media Partners
2600 S. W. Third Ave., PH-B
Miami, Florida 33129
Attention: Juan Salvador Gonzalez
Facsimile: (866) 732-4197

with a copy (which shall not constitute notice to:

David Tillotson, Esquire
Law Office Of David Tillotson
4606 Charleston Ter NW
Washington, DC 20007

Facsimile: (202) 783-5851

if to Buyer, then to:

Lazer Broadcasting Corp.
200 S. A Street, 4th Floor
Oxnard, CA 93030
Attention: Alfredo Plascencia, President
Facsimile: (805) 240-7658

with a copy (which shall not
constitute notice to:

Frank R. Jazzo, Esquire
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street, 11th Floor
Arlington, Virginia 22209-3801
Facsimile: (703) 812-0486

12.5 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, 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.

12.6 Miscellaneous. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement (together with the PA and the Schedules and Exhibits hereto) constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. The construction and performance of this Agreement shall be governed by the laws of the State of California without giving effect to the choice of law provisions thereof. Each party hereby irrevocably consents and submits to the exclusive jurisdiction of a mutually appointed mediator with respect to any and all disputes arising hereunder. The Parties will attempt to settle any dispute claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by the Parties within 15 days after written notice from either party demanding mediation. The mediation will be held in Ventura County, CA. Neither party may unreasonably withhold consent to the selection of a mediator, and each party shall bear its own costs for mediation and the Parties shall share the cost of the mediator. Any dispute or claim which the parties cannot resolve through negotiation or mediation within 90 days of the date of the initial demand for it by one of the parties shall then be submitted to binding arbitration using a single arbitrator in Ventura County, CA and administered by Judicial Arbitration and Mediation Services, Inc./Endispute ("JAMS"). Any party requesting arbitration shall serve a written demand for arbitration on the other party in dispute. The demand shall state the nature of the dispute, the amount involved

and the remedies sought. The parties shall select the arbitrator pursuant to JAMS' rules. Judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof. The arbitrator shall award the costs and expenses of arbitration, including attorneys' fees, to the prevailing party as part of his or her award, in addition to all other relief granted. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement. Facsimile and .pdf signatures to this Agreement shall be acceptable and binding.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

SELLER: CASA MEDIA PARTNERS, LLC.

By: _____

Name: _____

Title: _____

BUYER: LAZER BROADCASTING CORPORATION

By: _____

Name: _____

Title: _____

Schedule 1.1(a)
FCC Licenses

Call Sign	Frequency	Community of License	Type of Service	Facility ID	Expiration Date	License File Number	Renewal File Number
KIQQ (AM)	1310	BARSTOW, CALIFORNIA	AM	60423			
KIQQ	103.7	NEWBERRY SPRINGS, CALIFORNIA	FM	79388			
KAEH	103.1	BEAUMONT, CALIFORNIA	FM	3727			
KMQA	100.5	EAST PORTERVILLE, CALIFORNIA	FM	3395			
KMEN	100.5	MENDOTA, CALIFORNIA	FM	88205			
KTNS	1060	OAKHURST, CALIFORNIA	AM	8338			
KAAT	103.1	OAKHURST, CALIFORNIA	FM	8341			
KAAT-FM1	103.1	MERCED, CALIFORNIA	FM	132814			
K282AE	104.3	OAKHURST, CALIFORNIA	FM	8332			

Schedule 1.1(b) (seven pages)

Tangible Personal Property

STUDIOS AND OFFICES

LOCATION	ITEM	MAKE	MODEL
Oakhurst Studio		ZyXEL	P-600 Series 5 Port 10/100 Mbps Switch
Oakhurst Studio	Ethernet Switch	NetGear	FS605 v3 SA 156 Integrated Stereo Amplifier
Oakhurst Studio		RCA	Millenium Power Supply
Oakhurst Studio		Radio Systems	Millenium Stereo Switcher/Router
Oakhurst Studio	Switching Concole	Radio Systems	
Oakhurst Studio	Stereo Switcher/Router	Broadcast Tools	
Oakhurst Studio		Telos	
Oakhurst Studio	Stereo Switcher/Router	Broadcast Tools	
Oakhurst Studio	Bric Connection	Comrex	Bric-Link
Oakhurst Studio	Gated Compressor/Limiter	Orban	424A
Oakhurst Studio	STL Transmitter	Nicom	NLS 910
Oakhurst Studio	Audio Distribution Amp.	Ramko Research	DA-6RS/E
Oakhurst Studio	AM Monitor	Dayton Industrial Coporation	AF310
Oakhurst Studio		Wegener Communications Autogram Corporation	
Oakhurst Studio	Mixing Console		Digital Hybrid Telephone System
Oakhurst Studio	Digital Hybrid Telephone System	Gentner	
Oakhurst Studio	UPS Power Supply	Balckout Buster	
Oakhurst Studio	UPS Power Supply	Balckout Buster	
Oakhurst Studio	"Black Box" Circuit	Designer: Bll Jungwirth	
Oakhurst Studio	UPS Power Supply	Balckout Buster	
Oakhurst Studio	UPS Power Supply	Balckout Buster	
Oakhurst Studio	UPS Power Supply	APC	
NOHO Office/Studio	Ipad Audio Dock	Alesis	iO Dock
NOHO Office/Studio	Multiple Amplifier Array	ATI	Encore Series
NOHO Office/Studio	Multiple Amplifier Array	ATI	Encore Series
NOHO Office/Studio	Serial Remote Control	Broadcast Tools	SRC-16 Plus

NOHO Office/Studio		t.c. Electronic	D22
NOHO Office/Studio	Ethernet Switch	ASUS	GX-D1241
NOHO Office/Studio	Digital Disc Palyer	Stanton	C.402
NOHO Office/Studio	Digital Audio Connecter	Comrex	Access
NOHO Office/Studio	NOHO Pilot	Dell	PowerEdge T110
NOHO Office/Studio	NOHO Co-Pilot	Dell	OptiPleax 7010
NOHO Office/Studio	Bric Connection	Comrex	Bric-Link
NOHO Office/Studio	Bric Connection	Comrex	Bric-Link
NOHO Office/Studio	Bric Connection	Comrex	Bric-Link
NOHO Office/Studio	DVB Satellite	X-Digital Systems	XDS-Pro
NOHO Office/Studio	DVB Satellite	X-Digital Systems	XDS-Pro
NOHO Office/Studio	DVB Satellite	X-Digital Systems	XDS-Pro
NOHO Office/Studio	Redundant Ethernet Power	Digital Loggers Inc.	
NOHO Office/Studio	Multiple Amplifier Array	ATI	Encore Series
NOHO Office/Studio	Multiple Amplifier Array	ATI	Encore Series
NOHO Office/Studio	Compellor	Aphex	Model 320 A
NOHO Office/Studio	Sub Aubible Tone Encoder & F	SEN- 6	
NOHO Office/Studio	STL Transmitter	Moseley	PCL 8010 Aural STL Transmitter Model STL 15C Aural STL
NOHO Office/Studio	STL Transmitter	Marti	Transmitter
NOHO Office/Studio	Remote Control	Burk Technology	ARC- 16
NOHO Office/Studio	FM Monitor	Dayton Industrial Coporation	
NOHO Office/Studio	STL Transmitter	Marti	Model STL 15C Aural STL Transmitter
NOHO Office/Studio	Network Switch	Unknown Brand	
NOHO Office/Studio	24-Port Gigabit Switch	TP-Link	TL- SG1024D
NOHO Office/Studio	Auxiliary Relay Pack	DM Engineering	The Studio SLAVE
Fresno Office/Studio	Speaker	KRK Systems AudioArts	Rokit RPG2
Fresno Office/Studio	Switching Concole	Engineering	AIR 1
Fresno Office/Studio	Speaker	KRK Systems	Rokit RPG2
Fresno Office/Studio	4 Channel Headphone Amplifiex	Live Wire Solutions	HA204
Fresno Office/Studio	Compressor/Gate	OX Products	266XL
Fresno Office/Studio	Production Computer	Dell	OptiPleax 7010
Fresno Office/Studio	UPS Power Supply	Cyber Power	
Fresno Office/Studio	Speaker	JBL	4200 Series
Fresno Office/Studio	Speaker	JBL	4201 Series
Fresno Office/Studio	4 Channel Headphone Amplifiex	Rolls	HA43 Pro
Fresno Office/Studio	Network Switch	Belkin	
Fresno Office/Studio	Wireless Receiver	Shure	PGX4

Fresno Office/Studio	STL Transmitter	Moseley	PCL 6010 Aural STL Transmitter
Fresno Office/Studio	Digital Encoder	Moseley	DSP 6000E Digital Encoder
Fresno Office/Studio	Remote Control	Harris	A2D2A
Fresno Office/Studio	Receiver	Burk Technology	ARC-16
Fresno Office/Studio	EAS ENDEC	Sage Alerting Systems	SAGE ENDEC Receiver
Fresno Office/Studio	Outage Waring System	Denon	SAGE Digital ENDEC
Fresno Office/Studio	Ethernet Switch	Broadcast Tools	TU 1500 RD
Fresno Office/Studio	Fresno Pilot	ASUS	Audio Sentinel
Fresno Office/Studio	Outage Waring System	Dell	GX-D1241
Fresno Office/Studio	AM/FM Stereo Synthesizer	Broadcast Tools	Audio Sentinel
Fresno Office/Studio	Studio Transmitter Link	Fisher	
Barstow Office/Studio	Switching Concole	Moseley	SL9003Q
Barstow Office/Studio	Barstow Pilot	Wheatstone Corporation	
Barstow Office/Studio	Audi Processor	Dell	
Barstow Office/Studio	Stereo Switcher/Router	Orban	9100 B
Barstow Office/Studio	Bric Connection	Broadcast Tools	
Barstow Office/Studio	Receiver	Comrex	Bric-Link
Barstow Office/Studio	Endec	Sage Alerting Systems	SAGE ENDEC Receiver
Barstow Office/Studio	STL Transmitter	Sage Alerting Systems	SAGE Digital ENDEC
Barstow Office/Studio	Audio Processor	Moseley	PCL 6010 Aural STL Transmitter
Riverside Office/ Studio	Speaker	Orban	5500 Optimod
Riverside Office/ Studio	Switching Concole	Alesis	Monitor One
Riverside Office/ Studio	Riverside Pilot	AudioArts	
Riverside Office/ Studio	Riverside Co Pilot	Engineering	R 60
Riverside Office/ Studio	AM/FM Stereo Receiver	Dell	
Riverside Office/ Studio	Bric Connection	HP	
Riverside Office/ Studio	Encoder	RCA	STA 3550
Riverside Office/ Studio	EAS ENDEC	Comrex	Bric-Link
Riverside Office/ Studio	Stereo Switcher/Router	Arbitron	
Riverside Office/ Studio	FM Monitor	Sage Alerting Systems	SAGE Digital ENDEC
Riverside Office/ Studio	Digital STL	Broadcast Tools	
Riverside Office/ Studio	Studio Transmitter Link	Dayton Industrial Cporation	
		Harris	Intraplex STL HD
		Moseley	SL9003Q

Riverside Office/ Studio	Bric Connection	Comrex	Bric-Link
Riverside Office/ Studio	Switching Concole	AudioArts Engineering	AIR 1 Pro Safe 8 Port Gigabit Switch - GS108
Riverside Office/ Studio	Ethernet Switch	NetGear	GS108
Riverside Office/ Studio	Router	ZyXEL	PK5001Z
KAAT Booster- Oakhurst	FM Transmitter	Ptek	FM Series
KAAT Booster- Oakhurst	STL Receiver	Marti	R15C
KAAT Booster- Oakhurst	Remote Control	Sine Systems	RFC-1/B
KAAT Booster- Oakhurst	FM Receiver	Inovonics Incorporated	40c
KAAT Booster- Oakhurst	Monaural Audio Module	Standard	TVM 450 L
KAAT Booster- Oakhurst	Transcoder- Digital to QAM	Drake Digital	DQT 1000
KAAT Booster- Oakhurst	Transcoder- Digital to QAM	Drake Digital	DQT 1000
KAAT Booster- Oakhurst	Transcoder- Digital to QAM	Drake Digital	DQT 1000
KAAT Booster- Oakhurst	Transcoder- Digital to QAM	Drake Digital	DQT 1000
KAAT Translator- Deadwood	Digital Audio Receiver	Radyne ComStream	ABR202
KAAT Translator- Deadwood	FM Broadcast Transmitter	Crown Broadcast	FM30
KAAT Translator- Deadwood	FM Translator	Tepco	J-317
KAAT Translator- Deadwood	Synchronizer	Pinnacle	24 volt
KTNS TX- Oakhurst	Modulation Monitor	Unknown Brand	AM-80
KTNS TX- Oakhurst	Aural Exciter	Aphex	Type C
KTNS TX- Oakhurst	STL Receiver	Nicom	NLR 900
KTNS TX- Oakhurst	AM Transmitter	Broadcast Electronics	
KTNS TX- Oakhurst	Modulation Monitor	Unknown Brand	AM-80
KTNS TX- Oakhurst	Aural Exciter	Aphex	Type C
KTNS TX- Oakhurst	STL Receiver	Nicom	NLR 900
KTNS TX- Oakhurst	AM Transmitter	Broadcast Electronics	

KMEN TRANSMITTER SITE INVENTORY

LOCATION	ITEM	MAKE	MODEL
KMEN Transmitter Site	Four Bay FM Antenna		
KMEN Transmitter Site	Medium high gain STL Antenna		
KMEN Transmitter Site	Transmitter	Nautel FM5	H215
KMEN Transmitter Site	Remote Control and I/O Panel	Burk ARC16	A03312
KMEN Transmitter Site	GPS Master Clock (unused and missing antenna)	ESE	107193
KMEN Transmitter Site	R-15C STL Receiver (tuned to 949.25)	Marti	1102860

KMEN Transmitter Site	EIA Standard Equipment Rack		
KMEN Transmitter Site	Radio Frequency Systems Dehydrator SPD-10		30327
KMEN Transmitter Site	Air Conditioner & 2 Stage Controller		
KMEN Transmitter Site	Tower Model 65G	Rohn	540897R
KMEN Transmitter Site	Misc. spare parts for the Nautel Transmitter		

KMQA TRANSMITTER SITE INVENTORY

LOCATION	ITEM	MAKE	MODEL
KMQA Transmitter Site	ZX3500 FM Transmitter	Harris	PRD0232145
KMQA Transmitter Site	Micromax FM Exciter	Harris	7022
KMQA Transmitter Site	ARC- 16 Remote Control Unit & I/O Panel	Burk	A95040
KMQA Transmitter Site	PC Type Powered Speakers		
KMQA Transmitter Site	FM Optimod FM8400	Orban	305248-008F
KMQA Transmitter Site	DSP 6000 Digital Decoder	Moseley	90425-0350
KMQA Transmitter Site	PCL 2020 STL Receiver	Moseley	73403-9714
KMQA Transmitter Site	Equipment Rack		
KMQA Transmitter Site	2 Bay ERI FM Antenna		
KMQA Transmitter Site	High Gain STL Antenna		
KMQA Transmitter Site	40525B-4 Air Dehydrator	Andrew	
KMQA Transmitter Site	Misc. spare transmission line grounding kits		
KMQA Transmitter Site	2.5 gallon shop-vac		

KTNS TRANSMITTER SITE INVENTORY

LOCATION	ITEM	MAKE	MODEL
EQUIPMENT IN USE			
KTNS Transmitter Site	2 Floor- Standing Fans		
KTNS Transmitter Site	Misc. hand tools		
KTNS Transmitter Site	BE Transmitter Spare Parts Kit		
KTNS Transmitter Site	BE AM5E AM Tramitter		74322-001
KTNS Transmitter Site	ST Receiver Model NLR900	Nicom	NR01N23
KTNS Transmitter Site	APC 500 UPS Battery Backup		
KTNS Transmitter Site	Telephone		
KTNS Transmitter Site	Sine systems RFC 1/B Remote Control		4627
KTNS Transmitter Site	3 Audio Processor	Omnia	4300DK0530
KTNS Transmitter Site	STL Receive Antenna (type unknown)		

KTNS Transmitter Site	AM Tower, folded unipole type		
EQUIPMENT NOT IN USE (condition unknown)			
KTNS Transmitter Site	AM80 Modulation Monitor	Harris	77-6411-065
KTNS Transmitter Site	Innovonics AM audio processor		
KTNS Transmitter Site	Aphex Aural Exciter Type C		AXTC5351
KTNS Transmitter Site	BSI relay control panel (junk)		
KTNS Transmitter Site	Audio Splitter/Mixer MX882	Behringer	B001276356
KTNS Transmitter Site	SPH-4 Telephone Hybrid	Gentner	86156
KTNS Transmitter Site	2 Digital DJ Program Switchers (junk)		
KTNS Transmitter Site	2 Middle Atlantic Rack Shelves		
KTNS Transmitter Site	2 Antex PC Audio Cards (use unknown)		
KTNS Transmitter Site	(very old) STL Receiver & transmitter set (junk)	Marti	
KTNS Transmitter Site	Satellite Receiver (junk)	Wegner	
KTNS Transmitter Site	2 FM Translators	Robert Jones	T407 and T711
KTNS Transmitter Site	FM Amplifier	Robert Jones	T115
KTNS Transmitter Site	Generic Electric Power Generator and Transfer Panel (size & condition unknown)		

KAAT TRANSMITTER SITE INVENTORY

LOCATION	ITEM	MAKE	MODEL
EQUIPMENT IN USE			
KAAT Transmitter Site	APC UPS Model XS-1000		3B1123X18098
KAAT Transmitter Site	ERI 6 Bay CP Type FM Transmitter Antenna		
KAAT Transmitter Site	STL High Gain Antenna	Mark	
KAAT Transmitter Site	STL Antenna	Scala	
KAAT Transmitter Site	Z10CD FM Transmitter	Harris	MP03885000001
KAAT Transmitter Site	STL Receiver SL9003Q	Moseley	91228-0324
KAAT Transmitter Site	Sine Systems Remote Control RFC-1/B		10207
KAAT Transmitter Site	Telephone		
KAAT Transmitter Site	Trash Can		
KAAT Transmitter Site	Various Hand Tools		
KAAT Transmitter Site	2- Chairs		
KAAT Transmitter Site	2- Dry Nitrogen Air Tanks for Transmission Line		
EQUIPMENT NOT IN USE (condition unknown)			
KAAT Transmitter Site	STL RX R15C	Marti	532
KAAT Transmitter Site	MX-15 FM Exciter	Harris	763-27097
KAAT Transmitter Site	FM Transmitter Type FM10K	Harris	79-4818-006

KAAZ Transmitter Site	SS2.1 III Audio Switcher	Broadcast Tools
KAAZ Transmitter Site	LEA Surge Suppressor	
KAAZ Transmitter Site	STL Signal Amplifier tuned to 951.0 Mhz	Angle Linear

KAEH 100.9 FM TRANSMITTER SITE INVENTORY

LOCATION	ITEM	MAKE	MODEL
KAEH Transmitter Site	FM 3C Transmitter		68486-001
KAEH Transmitter Site	Audio Processor OPIMOD FM 8400	Orban	
KAEH Transmitter Site	Remote Control		
KAEH Transmitter Site	T1 Interface Unit	Moseley	SL9003T1

KIQQ 1310 AM TRANSMITTER SITE INVENTORY

LOCATION	ITEM	MAKE	MODEL
KIQQ AM Transmitter Site	Transmitter AM 6A	BE	69627-001
KIQQ AM Transmitter Site	Aural STL Transmitter	Moseley	
KIQQ AM Transmitter Site	Audio Processor	Orban	8200/U3S
KIQQ AM Transmitter Site	Phaser ID Plate	Gates	
KIQQ AM Transmitter Site	Antenna Monitor		1885
KIQQ AM Transmitter Site	Remote Control	Burk	A001503
KIQQ AM Transmitter Site	Audio Processor	Orban	9100B2/U10
KIQQ AM Transmitter Site	EAS Unit	SAGE ENDEC	1822

KIQQ 103.7 FM TRANSMITTER SITE INVENTORY

LOCATION	ITEM	MAKE	MODEL
KIQQ FM Transmitter Site	Transmitter		DDE7EP
KIQQ FM Transmitter Site	STL	Moseley	PCL-6030
KIQQ FM Transmitter Site	Remote Control		A001504

STATION VEHICLE INVENTORY

LOCATION	VIN#	MAKE	MODEL / YEAR
TULARE	1GCGG25R4T1012535	Chevy	Cargo Van / 1996
RIVERSIDE	1GTGG25R321101852	GMC	Savana / 2002
FRESNO	1FMRU15W61LA12826	Ford	Expedition / 2001

Schedule 1.1(c) (two pages)
Real Property Leases

LEASE AGREEMENTS

Station	Type	Address	Lessor
KAAT	Studio	320 W. Bedford #206, Fresno, CA 93711	R&B Properties c/o Managex
KAAT - FM	Tower Site	Sugar Pine Christian Camps, Madera County, CA	California Sierra Tower Company (Horizon Tower Limited Partnership-II)
KAAT - FM Translator	Tower Site	Miami Mountain, Madera County, CA	California Sierra Tower Company (Horizon Tower Limited Partnership-II)
KAAT - FM Booster	Tower Site	Deadwood Mountain, Madera County, CA	California Sierra Tower Company (Horizon Tower Limited Partnership-II)
KAAT & KTNS	Studio/Office	40356 Oak Park Way, Suite E & F, Oakhurst, CA 93644	Bratty Enterprises
KTNS - AM	Tower Site	Road 423, Madera County, CA	Independent Properties
KAEH & KIQQ	Studio/Office	242 E. Airport Drive, Suite 213, San Bernardino, CA 92408	Commerce Plaza Business Group, LLC
KAEH - FM	Tower Site	14631 David Mountain Road	American Tower, L.P.
KIQQ - AM	Office & Tower	710 W. Old Highway #58, Barstow, CA 92311	Abel De Luna Sr.
KIQQ - FM	Tower Space	Elephant Mountain (144 sq. ft.), San Bernardino, CA	U.S. Bur of Land Mngmt, San Bern "County Service Area 40"
KMQA - FM	Studio/Office	1450 E. Bardsley Ave., Tulare, CA 93274	Abel De Luna Sr.
KMQA - FM	Tower Site	Parcel #052-040-39 on Blue Mountain in Kern County, CA	Evelyn and Muriel Woody / The Graham Family Trust
KMEN - FM	Tower Site	SW corner Sec. 4, T15S - R15E (1.65 acres), Fresno, CA	Rick and Janet Yribarren

Corporate	Office & Studio	13340 Saticoy St Units A & B, North Hollywood, CA 91605	Mr. Patel
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Schedule 1.1(d)
Station Contracts

NAME	ADDRESS	SITE NAME
Marketron Broadcasting Solutions, LLC	101 Empty Saddle Trail, Hailey ID 83333	Traffic Software National
McGavren Guild Radio, Inc.	100 Park Avenue, 5th Flr New York, NY	Representation

A * designation shall indicate that consent to assignment is required.

SCHEDULE 1.1(e)

Intangible Assets

No Registered Trademarks exist

Domains (vencen 10/25)

lamaquina1005.com
lavaquera1017.com
lamaquinaarranca.com
lamaquina1009.com
lamaquina1031.com
lamaquinamusical.com

Station Names

La Maquina Musical
La Maquina
Mi Gallo

Associated Station logos

Schedule 1.2(i)
Excluded Property