



ORDERED in the Southern District of Florida on December 24, 2017.

A handwritten signature in black ink, appearing to read "Robert A. Mark", written over a horizontal line.

Robert A. Mark, Judge
United States Bankruptcy Court

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

ORDER GRANTING MOTION FOR ENTRY OF AN ORDER PURSUANT TO SECTIONS 363(B) AND 363(F) OF THE BANKRUPTCY CODE APPROVING ENTRY INTO THE ASSET PURCHASE AGREEMENT WITH LAZER BROADCASTING CORP. AND LAZER LICENSES, LLC, AND SALE OF PROPERTY PURSUANT THERETO

THIS MATTER came before the Court on the 11th day of November, 2017 at 11:00 a.m., and for continued hearing on November 30, 2017 upon the *Motion for Entry of An Order Pursuant*

to Sections 363(B) and 363(F) of the Bankruptcy Code Approving CMP's Entry into the Asset Purchase Agreement with Lazer Licenses, LLC and Sale of Property Pursuant Thereto or in the Alternative to Accept the Highest and Best Offer [ECF No. 381] (the "**Motion**") of Casa Media Partners, LLC ("**Debtor in Possession**" or "**CMP**"), for the entry of an order (i) authorizing CMP to enter into an Asset Purchase Agreement, with Lazer Licenses, LLC (ii) authorizing the sale of the property thereunder and (iii) approving the carve out for payment of administrative expenses. The Court received additional offers, objections and motions to continue the sale from two (2) potential buyers, both in writing and *ore tenus* including, *Motion of Ether Mining Corporation for Relief from the Automatic Stay* (the "**Motion for Stay Relief**") [ECF No. 378]; and *Emergency (I) Motion to Continue or Cancel Auction Sale; (II) Objection to Bidding and Sale Procedures; and (III) Objection to Debtor's 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* [ECF No. 386] ("**Objections**").

The Court, having considered the Motion and the Objections as well as evidentiary proffers regarding the sale and the good faith arm's length nature of both bidders, determined that a proposed sale to either bidder was in the best interests of the estate, and, following consent of the affected parties, noted that the proceeds of sale primarily inure to the benefit of the secured creditor Bank of Commerce and that such other affected parties consented to a sale procedure wherein Bank of Commerce, by its counsel, would receive bids from the two potential buyers in order to determine the highest and best offer for the sale, assignment, transfer and conveyance of substantially all assets and property 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) (including the property subject to the sale, collectively the “**Station Assets**”).

The Court, having been advised that competitive bids were tendered, and the bidding resulted in a high bid of Lazer Broadcasting Corp. and Lazer Licenses, LLC (collectively, the “**Buyer**”) for the price of \$2,350,000.00 (“**Purchase Price**”) pursuant to the terms of the Asset Purchase Agreement (APA) attached hereto¹ (the “**Sale Agreement**”),² and a backup bid of Senal Communications, LLC (“**Senal**”), described further herein, and it appearing that the relief requested in the Motion is in the best interests of CMP’s estate, its creditors and all other parties in interest; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and upon the arguments and testimony presented at the hearing before the Court, and any objections to the Motion having been withdrawn, resolved or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is

¹ The APA attached hereto remains subject to the addition of certain schedules to be attached by the parties, including the terms of a Time Brokerage Agreement for the operation of the Stations, if applicable.

² All capitalized terms not otherwise defined heresin shall have the meaning ascribed to them in the Sale Agreement.

ORDERED that:

1. The Motion is **GRANTED**.
2. All objections, responses, and requests for continuance concerning the Motion are overruled and denied.
3. Pursuant to 11 U.S.C. § 363(b), the Sale Agreement is approved in all respects, and CMP is authorized to enter into the Sale Agreement, to perform all of its obligations thereunder and to execute and deliver all such other documents or instruments related to the Sale Agreement and take such other actions as may be necessary or appropriate to implement and effectuate the relief granted pursuant to this Order in accordance with the Motion.
4. Except as provided herein, CMP shall be, and hereby is, authorized, empowered and directed, pursuant to 11 U.S.C. §§ 105 and 363(b), to sell the Station Assets to the Buyer upon delivery of the consideration in accordance with the Sale Agreement. Pursuant to 11 U.S.C. §§ 363(f)(2) and (5), the sale of the Station Assets shall be free and clear of any and all liens, claims, lis pendens, security interests, judgments, rights of possession, contracts, covenants, demands, constructive trusts, encumbrances, restrictions, covenants, rights of first refusal or charges of any nature, options or other rights to acquire any interest in the assets, interests and other claims or liabilities, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, disputed or undisputed, or known or unknown, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise, including without limitation, any right of setoff, recoupment, netting or deduction (collectively, the “Liens and Encumbrances”), except as assumed or provided in the Sale Agreement.

5. This Order shall be binding upon and govern the acts of all persons or entities, including without limitation, all filing agents, recording agencies, secretaries of state and all other persons and entities who may be required by operation of law to accept, file, register or otherwise record or release any documents or instruments.

6. Subject to the delivery of the consideration in accordance with the Sale Agreement and completing all other deliveries required under the Sale Agreement, the sale of the Station Assets by CMP to the Buyer shall constitute a legal, valid and effective transfer of the Station Assets notwithstanding any requirement for approval or consent by any person and shall vest the Buyer with all right, title and interest in and to the Station Assets free and clear of all Liens and Encumbrances pursuant to 11 U.S.C. § 363(f).

7. The carve out for payment of administrative expenses in the amount of 10% of the received purchase price in excess of \$1,500,000 (with respect to the Sale Agreement this would be \$85,000.00 to be adjusted in the event of a closing on the backup bid). In addition, CMP is authorized and directed to pay outstanding US Trustee fees out of the sales proceeds.

8. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these chapter 11 cases and upon any chapter 7 trustee appointed in the event of a subsequent conversion of these chapter 11 cases to cases under chapter 7.

9. This Order and the Contract shall be binding upon, and shall inure to the benefit of, the Debtor, the Trustee and the Buyer, and their respective successors and assigns, including without limitation, any successor Chapter 7 or Chapter 11 trustee.

10. CMP has full power and authority to sell the Station Assets to the Buyer pursuant to 11 U.S.C. § 363(b) for the agreed upon Purchase Price. No further consents or approvals are required by CMP to consummate the sale of the Station Assets to the Buyer.

11. The conditions of 11 U.S.C. § 363(f) have been satisfied in full and, upon entry of this Order, the Debtor in Possession may sell the Station Assets as of the closing date free and clear of all liens, claims and encumbrances to the fullest extent permitted by law and except as otherwise provided in the Sale Agreements.

12. The estate through the Debtor in Possession has full power and authority to sell the Station Assets to the Buyer pursuant to 11 U.S.C. § 363(b) for the agreed upon Purchase Price and to execute the Sale Agreements and documents in connection therewith.

13. Time is of the essence in consummating the sale. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding the provisions of Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. The Buyer will be acting in good faith in consummating the sale of the Real Property at any time following entry of this Order, and cause has been shown as to why this Order should not be subject to the stay provided by Bankruptcy Rules 6004(h).

14. The Buyer, including Senal as backup bidder, is not an insider, as that term is defined in 11 U.S.C. § 101(31) and the decisions thereunder. The Buyer is a purchaser in good faith, as that term is used in the Bankruptcy Code and the decisions appurtenant thereto, and is entitled to the 11 U.S.C. § 363(m) with respect to the Station Assets. The Buyer is deemed a “good faith purchaser” entitled to the full benefits and protections afforded by 11 U.S.C. § 363(m) with respect to the sale.

15. Pursuant to 11 U.S.C. § 363(m), if any or all of the provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of this Court or any other court, such reversal, modification, or vacatur shall not affect the validity and enforceability of the sale or any sale, transfer or assignment under the Sale Agreement or obligation or right granted pursuant

to the terms of this Order (unless stayed pending appeal prior to the closing of the Station Assets), and notwithstanding any reversal, modification or vacatur, any sale, transfer or assignment shall be governed in all respects by the original provisions of this Order or the Sale Agreement, as the case may be.

16. In the event that Buyer fails to timely perform pursuant to the Sale Agreement, the estate is authorized to proceed with the sale transaction to Senal for the purchase price of \$2,250,000.00 pursuant to the terms of the APA submitted by Senal as modified by its last bid in writing and on terms substantially similar to that of Lazer (“**Backup Bid**”). In such event Senal shall be required to pay the purchase price on or before seven (7) days from the Seller filing a notice with the Court that the estate will proceed to close on the Backup Bid, and to perform all obligations pursuant to the Backup Bid substituting the date of filing of such notice with the Court as the effective date of entry of the order approving sale.

17. The Buyer shall only assume those obligations, leases, or contracts listed pursuant to the Sale Agreements. On or before January 8, 2018, or in the event of the Backup Bid, on or before fourteen (14) days from the filing of the notice in Paragraph 16, the Buyer may elect to reject certain leases and contracts of the debtor as specified in the respective APA. However, such leases shall be rejected effective only upon entry of a court order following proper motion and notice by CMP.

18. Pursuant to 11 U.S.C. §§ 105 and 363, any and all creditors of the Debtor in Possession shall be forever barred, estopped and enjoined from taking any action of any kind against the Buyer or the Station Assets on account of any claim against the Debtor in Possession or the Station Assets.

19. All persons and entities are prohibited and enjoined from taking any action to

adversely affect or interfere with the ability of the Debtor in Possession to transfer the Station Assets to Buyer in accordance with the Motion and this Order.

20. This Court shall retain jurisdiction to enforce the provisions of this Order and the Contract and to resolve any dispute concerning this Order, the Contract, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Contract and this Order, including, but not limited to, the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Station Assets and all issues and disputes arising in connection with the relief authorized herein.

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Submitted by:

Submitted by:

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Attorney Pugatch shall serve this order upon all interested parties and shall file a certificate of service reflecting the time and method of service.
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of December 13, 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") ("Seller" and "Buyer" collectively, the "Parties").

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 and contingent on the prior approval of the Bankruptcy Court pursuant to 11 U.S.C. 363.

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 Bankruptcy Court authorizing and approving the transaction contemplated herein (the "Order" or "Court 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 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.

(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").

Buyer, at its option, may elect to exclude certain Real Property Leases from the Station Assets (the "Excluded Leases") subject to Order by the Bankruptcy Court approving the rejection of the Excluded Leases prior to Closing (as defined below).

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. Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Station Assets, or, at Buyer's election following January 11, 2018, the Assignment of Debt by Bank of Commerce substantially in the form as set forth in Exhibit A, Buyer shall pay to Seller the sum of **\$2,350,000.00** (the "Purchase Price").

1.5 Deposit.

(a) Contemporaneously with the execution of this Agreement, Buyer shall deposit the sum of \$235,000.00 (the "Earnest Money Deposit") in trust with Rice Pugatch Robinson Storfer and Cohen, PLLC (the "Escrow Agent"), as follows:

(i) \$120,000.00 currently held in escrow with Fletcher, Heald & Hildreth, P.L.C. pursuant to the Parties' Escrow and Holdback Agreement, dated October 23, 2017, shall be transferred to the Escrow Agent upon mutual termination of the Parties' prior Asset Purchase Agreement, dated October 23, 2017; and

(ii) \$115,000.00 shall be wired by Buyer to Escrow Agent.

(b) The following items shall be the responsibility of and paid by Buyer as additional consideration and Purchase Price: (i) any past due operational expenses that prevent Buyer from Closing and which are advanced by Buyer, including past due lease payments in connection with the Real Property Leases, and/or (ii) repairs to bring the assets under 1.1(b) to FCC compliance and which were not paid by the Seller, 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. Seller shall have no obligation to Buyer for the foregoing expenses and any expenses required pursuant to this paragraph shall otherwise be the sole obligations of Buyer.

(c) Earnest Money shall be non-refundable except upon breach by the Seller. The payment of the Earnest Money does not operate as liquidated damages or relieve the Buyer from the payment of the Purchase Price.

The Purchase Price, less the amount of the Earnest Money Deposit previously deposited with the Escrow Agent, shall be wired to the Escrow Agent on or before seven (7) days following the entry of the Order of the Bankruptcy Court approving the sale in cash or immediately available funds pursuant to the written wire instructions of Seller to be delivered by Seller to Buyer. The delivery of the Purchase Price shall be deemed a further non-refundable deposit, subject only to the conditions and deliveries set forth herein and (i) paid by the Escrow Agent to Seller at the Closing pursuant to this Agreement or (ii) by the Escrow Agreement to Bank of Commerce at a closing pursuant to Exhibit A. In the event of a breach of this Agreement or failure to close,

including as defined in this Agreement or Exhibit A, the Purchase Price shall be forfeited and paid to Bank of Commerce, pursuant to its secured claim.

1.6 Prorations.

(a) Except as provided in the TBA (as defined below), 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), 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. Buyer shall be responsible, and there shall be no proration, for FCC regulatory fees due for the fiscal year beginning October 1, 2017.

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.

a) Following entry of a final Court Order, the consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the "Closing") shall take place on the date seven (7) days after the date of FCC Consent (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."

b) In the event that Closing has not occurred, due to any reason other than the Buyer's breach of this Agreement, on or after January 11, 2018, following Buyer's timely delivery of the Purchase Price and performance under this Agreement, Buyer may elect to acquire Seller's secured debt pursuant to the Assignment of Debt as set forth in Exhibit A. The exercise of rights under Exhibit A shall not waive Buyer's right to Closing or consummate the sale and purchase of the Station Assets pursuant to this Agreement.

1.9 FCC Consent. The Parties acknowledge that there is currently pending an application (the "FCC Application") requesting FCC consent to the assignment of the FCC Licenses from Seller to Lazer Licenses (the "FCC Consent"). As soon as practical and in any event within two (2) business days of execution of this Agreement, the Parties shall amend the FCC Application to submit in this Agreement and the TBA (as defined below) when executed and to withdraw the formerly executed asset purchase agreement between the Parties dated October 23, 2017. 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. The Parties mutually agree that the pending FCC Application may be amended to comport with the terms of this Agreement and the Court Order. Except for the amendment provided above, neither party may further 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). Except as noted in *Schedule 1.1(c)*, 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) Except as noted in *Schedule 1.1(d)*, 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 TBA (as defined below).

(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, except as contemplated by the TBA.

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 other than the bankruptcy proceeding and action by Bank of Commerce. 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. There are no 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. 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. There are no facts, including, to Buyer's knowledge, any action, suit, proceeding, investigation or inquiry, pending or threatened, involving Buyer or any of its affiliates, that might affect or delay the FCC Consent.

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, and except as provided in the TBA (as defined below), 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, such as the disposal of obsolete or non-functioning equipment;

(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.

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 TBA, 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 Commencement Date of the TBA, and prior to the Commencement Date of the TBA 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 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 Bankruptcy Court shall have entered the Order and the Order shall not be subject to a stay pending appeal.

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. For avoidance of doubt, the finality of the FCC Consent shall not be a condition precedent to Buyer's obligation to close and pay the Purchase Price pursuant to the terms of this Agreement.

7.4 Court Order. The Bankruptcy Court shall have entered the Order and the Order shall not be subject to a stay pending appeal.

7.5 No Material Adverse Change. There shall have been no material adverse change in the Stations, the Station Assets or liabilities between entry into this Agreement and the TBA (as defined below).

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 and non-appealable 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 or an order of the Bankruptcy Court which assigns or rejects, at the option of Buyer, such 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) instructions to the Escrow Agent to pay the Purchase Price to Seller 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 Bring down 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:
TIME BROKERAGE AGREEMENT AND EMPLOYEES

9.1 TBA. Seller and Buyer shall enter into a Time Brokerage Agreement for the Stations (the "TBA") substantially similar to the one added hereto as Schedule 9.1. The TBA will provide that Buyer provides all programming, sales and other services for the Stations (subject to applicable FCC regulation); receives all revenue; and reimburses all of Seller's costs of operating the Stations, including any capital costs, [commencing on the 7th day] after entry of the Bankruptcy Court Order approving the sale of the Stations. The Parties understand and agree that a copy of the TBA will be submitted with the Assignment Applications.

9.2 Effect of TBA. 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 TBA or any activities or transactions by Buyer in furtherance thereof or in connection therewith.

9.3 Employment. Seller have furnished Buyer as Schedule 9.3 with an accurate list of all persons currently employed at the Stations ("Active Employees") by Seller together with a description of the terms and conditions of their respective employment as of the date of this Agreement. Seller understands that Buyer may hire some of the sale force of Seller as necessary to perform its obligations under the TBA; notwithstanding the foregoing, Buyer shall have no obligation to hire any of Seller's employees and shall have no liabilities of any kind in connection with any such employees arising from their employment by Seller, including, without limitation, for severance. Any employees hired by Buyer shall enter into a new employment relationship with Buyer subject to terms and conditions established by Buyer and Buyer shall have no responsibility for any payroll taxes, accrued vacation pay, fringe benefits or other prepaid or deferred obligations for any employee of Seller who enters into the employment of Buyer arising from any period before such employee enters into an employment relationship with Buyer. Prior to the execution of the TBA, Buyer shall deliver to Seller in writing a list of the employees it intends to offer employment (the "Selected Sales Force Employees") and Buyer shall deliver offers of employment

to such employees. Buyer will not employ any other employee prior to the commencement of the TBA without the express written consent of Seller. No later than five (5) days prior to the earlier to occur of the Closing Date and the commencement of the TBA, Buyer shall deliver to Seller in writing a list of the employees it intends to offer employment (the "Selected Other Employees"). Prior to commencement of the TBA, Buyer shall deliver offers of employment to such employees and that those offers shall be expressly conditioned upon the earlier to occur of the commencement of the TBA or the consummation of the Closing. On the earlier to occur of the commencement of the TBA or the Closing Date, Seller shall terminate all employees of the Stations, except such employees as Seller remains obligated to employ under the TBA.

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 and such breach or default is not cured within the Cure Period (as defined below); 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, in which case Exhibit A shall remain binding and shall not effect a refund or adjustment to Purchase Price; 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 "Upset Date") in which case Exhibit A shall remain binding and shall not effect a refund or adjustment to Purchase Price;

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, provided that if a breach or default, other than the obligation to pay money, is incapable of cure within sure 15-day period and the breaching or defaulting party is undertaking good faith efforts to cure, then the Cure Period shall extend to no later than the Upset 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), 11.4 (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).

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

And:

Alexis S. Read, Esq.
Dunn Law, P.A.
555 N.E. 15th Street, Suite 934-A
Miami, Florida 33132
Facsimile: (786) 260-0269

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 TBA 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. Prior to Closing, the mediation will be held in Miami-Dade County, Florida. Except with respect to any dispute which arises under a contested matter or adversary proceeding pending before the Bankruptcy Court, and upon dismissal of the Bankruptcy Case, 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. Except with respect to any dispute which arises under a contested matter or adversary proceeding pending before the Bankruptcy Court, for which the Bankruptcy Court shall retain jurisdiction and venue, 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, Debtor in Possession
A California limited liability company


By: 
Name: Juan Salvador Gonzalez
Title: Authorized Representative

BUYER:

LAZER BROADCASTING CORPORATION,
A California corporation

By: 
Name: Alvaro Puscancin
Title: President / CEO

LAZER LICENSES, LLC,
A Delaware limited liability company

By: 
Name: Alvaro Puscancin
Title: President / CEO

Schedule 1.1(a)
FCC Licenses

Call Sign	Frequency	Community of License	Type of Service	Facility ID	Expiration Date
KIQQ (AM)	1310	BARSTOW, CALIFORNIA	AM	60423	12/1/2021
KIQQ	103.7	NEWBERRY SPRINGS, CALIFORNIA	FM	79388	12/1/2021
KAEH	103.1	BEAUMONT, CALIFORNIA	FM	3727	12/1/2021
KMQA	100.5	EAST PORTERVILLE, CALIFORNIA	FM	3395	12/1/2021
KMEN	100.5	MENDOTA, CALIFORNIA	FM	88205	12/1/2021
KTNS	1060	OAKHURST, CALIFORNIA	AM	8338	12/1/2021
KAAT	103.1	OAKHURST, CALIFORNIA	FM	8341	12/1/2021
KAAT-FM1	103.1	MERCED, CALIFORNIA	FM	132814	12/1/2021
K282AE	104.3	OAKHURST, CALIFORNIA	FM	8332	12/1/2021

Schedule 1.1(b) (eight pages)

Tangible Personal Property

STUDIOS AND OFFICES

LOCATION	ITEM	MAKE	MODEL
Oakhurst Studio		ZyXEL	P-600 Series
Oakhurst Studio	Ethernet Switch	NetGear	5 Port 10/100 Mbps Switch FS605 v3
Oakhurst Studio			AR325W
Oakhurst Studio		RCA	SA 156 Integrated Stereo Amplifier
Oakhurst Studio		Radio Systems	Millenium Power Supply
Oakhurst Studio	Switching Concole	Radio Systems	Millenium
Oakhurst Studio	Stereo Switcher/Router	Broadcast Tools	Stereo Switcher/Router
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	
Oakhurst Studio	Mixing Console	Autogram Corporation	
Oakhurst Studio	Digital Hybrid Telephone System	Gentner	Digital Hybrid Telephone System
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

NOHO Office/Studio	STL Transmitter	Marti	Model STL 15C Aural STL 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	Rokit RPG2
Fresno Office/Studio	Switching Concole	AudioArts 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		Harris	A2D2A
Fresno Office/Studio	Remote Control	Burk Technology	ARC-16

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

Riverside Office/ Studio	Encoder	Arbitron	
Riverside Office/ Studio	EAS ENDEC	Sage Alerting Systems	SAGE Digital ENDEC
Riverside Office/ Studio	Stereo Switcher/Router	Broadcast Tools	
Riverside Office/ Studio	FM Monitor	Dayton Industrial Coporation	
Riverside Office/ Studio	Digital STL	Harris	Intraplex STL HD
Riverside Office/ Studio	Studio Transmitter Link	Moseley	SL9003Q
Riverside Office/ Studio	Bric Connection	Comrex	Bric-Link
Riverside Office/ Studio	Switching Concole	AudioArts Engineering	AIR 1
Riverside Office/ Studio	Ethernet Switch	NetGear	Pro Safe 8 Port Gigabit Switch - 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
KAAT Transmitter Site	SS2.1 III Audio Switcher	Broadcast Tools	
KAAT Transmitter Site	LEA Surge Suppressor		
KAAT 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

TBA

TBA

Schedule 1.1(d)
Station Contracts

NAME	ADDRESS	SITE NAME
Marketron Broadcasting Solutions, LLC	101 Empty Saddle Trail, Hailey ID 83333	Traffic Software
McGavren Guild Radio, Inc.	100 Park Avenue, 5th Flr New York, NY	National Representation
Bendita Eucaristia Radio	3270 E Belmont Ave, Fresno, CA 93702	KMEN

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

EXCLUDED TANGIBLE PERSONAL PROPERTY

NORTH HOLLYWOOD OFFICE/STUDIO

NOHO Office/Studio	Stereo Headphone Amp	Samson	S amp
NOHO Office/Studio	Telephone Hybrid Interface	Telos	1X6
NOHO Office/Studio	Switching Console w/power supply	Wheatstone Corporation	SN: 0105-50746
NOHO Office/Studio	Microphone Stands (x3)	Electrovoice	Model 309 A
NOHO Office/Studio	Microphones (x2)	Electrovoice	Model RE20
NOHO Office/Studio	Microphone (x1)	Electrovoice	Model RE27
NOHO Office/Studio	Multiple Amplifier Array (x1)	ATI	Encore Series

SCHEDULE 9.1

TBA

EXHIBIT A

DEBT ASSIGNMENT AGREEMENT

THIS ASSET SALE AGREEMENT ("Agreement"), is made this ____ day of May, 2017 between Bank of Commerce _____ (hereinafter, the "**Seller**"), and _____ a _____ company, with its principal place of business located at 6900 E. 2nd Street, Scottsdale, AZ 85251 (hereinafter, the "**Purchaser**").

PRELIMINARY STATEMENT

WHEREAS, Seller owns and wishes to sell certain Assets listed on Schedule 1 attached hereto (the "Loan"). Purchaser, having conducted its own inspection, investigation and review of the Loan, has elected to exercise its option to purchase such assets from Seller on the terms and conditions herein stated. In consideration of the mutual agreements herein contained, Seller and Purchaser, intending to be legally bound, agree as follows:

DEFINITIONS

Definitions. For purposes of this Agreement, in addition to other terms defined herein, the following terms shall have the meanings indicated:

"Allonge": An allonge to each Note, substantially in the form of Exhibit "A.1," from Seller to the Purchaser.

"Assets": The asset set forth and described within Schedule 1.

"Asset": The Loan that is included within the Assets.

"Asset Litigation": Subject to the limitation contained in Article III.1 of this Agreement, all litigation of a Claim or Claims (including without limitation proceedings in Bankruptcy) asserted by or against a Borrower or Guarantor to which Seller is a party and which either: (a) is currently pending, or (b) is commenced after Closing. The pending litigation includes:

"Assignment of Loan": An assignment of the Loan identified and set forth on Schedule 1 from Seller to the Purchaser substantially in the form of Exhibit "A.2".

"Assignments": The Allonges, Assignments of Mortgages, Assignments of Loan Documents and UCC Financing Statement Assignments which may secure the Loan, all of which are to be executed by Seller and delivered to Purchaser at Closing.

"Borrower": With respect to the Loan, the Person or Persons who are makers of either: (1) a Note, or (2) other evidence of indebtedness, or who are otherwise primarily liable with respect to the Loan.

"Claim": Any claim, proof of claim (including without limitation a proof of claim filed in bankruptcy proceedings), demand, complaint, summons, legal, equitable or administrative proceeding of any nature, chose in action, damage, judgment, penalty or fine, and all costs and expenses relating to the foregoing (including, without limitation, legal fees).

"Closing": The delivery of the Closing Documents, the payment of the Purchase Price and the consummation of the sale of the Assets pursuant to this Agreement.

"Closing Date": The date on which the Purchaser pays the Purchase Price for the Assets and otherwise fully performs all obligations of Purchaser to be performed prior to or at Closing in

accordance with this Agreement, which date shall occur on or after January 1, 2018, following Purchasers delivery of the Purchase Price and notice of election pursuant to the Asset Purchase Agreement and shall not occur later than later than 2 P.M., EST, February 28, 2018, time being of the essence.

"Closing Documents": All documents that under the terms of this Agreement are required to be delivered by Seller or Purchaser at Closing to effect the sale and assignment of the Loan or as required by this Agreement; Purchaser shall prepare all documents required to be prepared by Purchaser under this Agreement (subject to Seller's review and approval for form and substance) and provide same to Seller at Closing, without charge.

"Collateral": Any Mortgage, security interest, UCC Financing Statement or other lien, pledge, property or collateral which secures the Loan.

"Escrow Accounts": Cash escrowed with Seller by or on behalf of Borrowers on account of real estate taxes, repairs or other purposes in connection with the Loan.

"Guarantor": With respect to the Loan, the Person or Persons who are guarantors, sureties or other persons in any way liable with respect to the Loan.

"Hazardous Materials": Any dangerous, toxic or hazardous pollutant, chemical, waste or other substance: (a) which is required by a Legal Requirement now or hereafter in effect to be remediated and/or removed from any real property, or (b) the presence of which upon any real property on the Closing Date subjects any Borrower, holder of any security interest therein, or owner of such real property (as applicable) to a Claim. Hazardous Materials include, without limitation, those substances classified as such for the purposes of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended, and any other federal, state or local environmental laws, regulations and directives now or hereafter existing, together with all amendments thereto, including, without limitation, asbestos and asbestos-containing materials, polychlorinated biphenyls, radon gas, petroleum, petroleum products and urea formaldehyde.

"Legal Requirement": Any applicable law, statute, ordinance, order, finding, decree, rule or regulation of any federal, state or local governmental entity or authority, and/or any court which has exercised jurisdiction over a matter or circumstance.

"Loan": The Loan included on Schedule 1, including, except as otherwise specified herein, all Seller's right, title and interest or liability in and to: (a) the Loan Documents and the other items in the applicable Loan File; (b) all indebtedness, agreements and obligations of Borrower and/or any Guarantor, evidenced or secured by the Loan Documents, the right to collect and enforce same and the right to exercise and enforce all rights and remedies of the holder of the Loan available at law or in equity; (c) all Collateral for the Loan; (d) all Asset Litigation pertaining to the Loan and all Claims against Seller, Borrower, and/or any Guarantor; and (e) all servicing rights relating to the Loan.

"Loan Documents": All documents which, on the date of this Agreement, are contained in the Loan File for the Loan, and which constitute the operative legal documents evidencing the existence of, or Collateral for, the Loan.

"Loan Files": With respect to: (i) the Loan, the Loan Documents and whatever other non-privileged and non-proprietary printed material that evidences or secures the Loan; or (ii) with respect to a Judgment, such non-privileged and non-proprietary printed material that evidences or relates to the securing of same; and with respect to both: (i) and (ii) above, which materials are actually possessed by Seller on the Closing Date, including copies of Loan records and payment histories to the extent such are in the Loan File at the time of Closing.

"Loan Schedule": The "Schedule" attached hereto as Schedule 1.

"Lost Note Affidavit": An affidavit of an officer of Seller given to Purchaser at Closing with respect to the original of a Note not found in the Loan File, in the form of Exhibit "A.3" in the event the original Note is lost, misplaced or destroyed.

"Mortgage": With respect to the Loan, the deeds of trust or other instruments (including without limitation any related assignments of leases and rents, security agreements and related financing statements which may be included in the Loan File), which create a mortgage lien on and/or (as applicable) security interest in the Mortgaged Property, as such instruments may be amended, modified, renewed or extended.

"Mortgaged Property": The real and/or (as applicable) personal property mortgaged or pledged or in which a security interest was granted by a Person in connection with the Loan.

"Note": The promissory note evidencing the indebtedness of the Borrower under the Loan, as amended, modified, renewed or extended.

"Party" or "Parties": Seller or Purchaser, or Seller and Purchaser, respectively.

"Person": An individual, corporation, limited liability corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, contractor, collection agency, attorney or counselor at law or governmental or municipal body or agency or political subdivision thereof.

"UCC Financing Statement": A financing statement executed and filed pursuant to the Uniform Commercial Code as in effect in the relevant jurisdiction as amended, modified or extended.

"UCC Financing Statement Assignment": A UCC-3 or its equivalent assigning to Purchaser the Seller's rights as secured party under any UCC Financing Statements which appears of record on a lien search performed by a third party at the request of Seller.

PURCHASE AND SALE OF THE ASSET

Agreement To Sell And Purchase The Asset.

Upon and subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, the Asset.

Unconditional Obligations.

The respective obligations of the Parties hereunder, including without limitation their obligations to complete the Closing, are subject only to the condition that the other respective Party shall have performed its material obligations hereunder as of the Closing Date, and that such other Party's representations and warranties herein stated shall be true and correct in all material respects; otherwise, such obligations of the Parties hereunder are irrevocable, absolute and unconditional.

"As Is" Sale.

Without limiting any other provision of this Agreement or any Closing Document, Purchaser agrees that: (i) Purchaser has inspected, tested, analyzed and evaluated the Asset and associated Loan File, has conferred with and obtained advice concerning the Asset from its counsel and has conducted independent due diligence and other investigations, all to the extent Purchaser deemed necessary, and (ii) Purchaser has entered into this Agreement as a result of such activities set forth in subparagraph C.(1)(i) of this Article I, and not as a result of any representation, warranty, promise, covenant, agreement or statement by Seller or any other Person except only to the

extent of Seller's representations and warranties expressly set forth in Article IV.A. of this Agreement.

As further provided below, Purchaser bears the entire risk of loss with respect to the Asset, including Asset after Closing.

Except as expressly provided herein, at Closing, Purchaser shall accept the Asset in its then condition, on an "as is," "where is" basis, with all deficiencies, faults, damage, and latent and patent defects, subject to the Asset Litigation and without any recourse to Seller.

PURCHASE PRICE, PAYMENT, DUE DILIGENCE AND ADJUSTMENT

A. Purchase Price.

The purchase price for the Asset ("Purchase Price") shall be the price set forth in the Asset Purchase Agreement and reflected on Schedule 1 hereto and an amount equal to the Purchase Price, shall have been previously escrowed and payable at Closing by wire transfer to the account of Seller.

B. Adjustments for Payments on Loan.

The characterization of payments received as principal or interest, or received as late fees and reimbursement fees for servicing expenses in respect of the Loan shall be made with reference to the Loan Documents pertaining to the Loan, when applicable, and shall be made: (i) by Seller, in its reasonable discretion, with respect to payments received by Seller prior to or following the Closing, and (ii) by Purchaser, in its reasonable discretion, with respect to payments received by Purchaser following the Closing. Between the date hereof and the Closing, Seller shall not, without the prior written consent of Purchaser, accept any partial payment of interest in respect of the Loan in full satisfaction of Borrower's obligation to pay all if the then accrued and unpaid interest as of the date of such payment. Payments shall be allocated among Purchaser and Seller as follows:

- (1) All payments of any kind and nature received by Seller prior to the Closing Date shall be retained by Seller;
- (2) All payments representing reimbursement fees for servicing expenses received by Seller after the Closing Date shall be retained by Seller; and
- (3) Except as otherwise provided herein, all payments of any kind and nature received on or after the Closing Date shall be for the benefit of Purchaser and, if received by Seller, shall be paid to Purchaser within a reasonable time after receipt with negotiable instruments being endorsed by Seller without recourse and without warranties.

Purchaser and Seller agree that Seller retains the right to collect on any and all checks, or other negotiable instruments, which represent payment of principal, interest, or any other fees or charges under any of the Asset purchased hereunder allocable to Seller as provided herein and received by Seller prior to the Closing Date regardless of whether the checks or other negotiable instruments are collected on, prior to, or subsequent to the Closing Date, and that the allocation of amounts received will be made based on the date of receipt of the check or negotiation instrument and not the date of collection of the funds represented thereby.

Escrow Accounts.

None.

Additional Post-Closing Adjustments.

Any material errors or omissions in computing apportionments and prorations under the foregoing provisions of this Article shall be corrected promptly after their discovery, provided neither Party shall be obligated to make any such corrections later than sixty (60) days after the Closing Date.

Survival.

The provisions of this Article II shall survive Closing under this Agreement.

**ARTICLE III
CLOSING**

A. Closing.

- (1) Closing shall take place on the Closing Date.
- (2) Closing shall be held at the offices of Seller's counsel, or at such other place as the Parties may agree upon in writing.

B. Purchaser's Certificate: Condition of Seller's Acceptance of Any Submission of Any Statement of Offer Purchase Price from Purchaser.

It is a material obligation of Purchaser and a condition precedent to Seller's obligations hereunder, that Seller receive contemporaneously in connection with this Agreement, the sworn Purchaser's Certificate ("Purchaser's Certificate"), which shall survive Closing, in the form attached hereto as Schedule 2, which reflects statements of fact together with supporting documentation as outlined in this subsection. The Purchaser's Certificate is intended to reflect and support the fact that Purchaser has: (i) inspected, tested and analyzed the Asset and the Loan File and finds them acceptable; (ii) agrees to accept the Asset on an "as is, where is, and with all faults" basis and without representation, recourse or warranty except as may be expressly set forth in this Agreement; (iii) made an independent valuation which resulted in Purchaser's determination of the fair market value of the Asset, which determination is reflected by the Purchase Price and the terms of this Agreement; (iv) reviewed and agreed to accept without reservation each of Seller's General Disclaimers as set forth in Article IV. B. of this Agreement; and (v) not relied upon any representation, inducement or unperformed promise of Seller, or of Seller's agents.

C. Seller's Closing Documents as to the Asset.

At Closing, Seller shall do the following with respect to the Asset:

- (1) (i) deliver to Purchaser the original Note, endorsed by Seller, without recourse or warranty pursuant to an Allonge, or (ii) if the original Note is unavailable, execute and deliver to Purchaser a Lost Note Affidavit;
- (2) deliver to Purchaser the Loan File in Seller's possession at time of Closing;
- (3) with respect to the Loan secured in whole or in part by real property, deliver to Purchaser: (i) the original, recorded Mortgage (together with any assignments of leases and/or

rents) if such original, recorded Mortgage (and assignment of leases and rents) is contained in the Loan File, and (ii) an executed assignment of thereof; and

(4) execute and deliver to Purchaser an Assignment of Loan.

Purchaser shall be obligated to file any UCC Financing Statement Assignments in respect of the Asset.

D. Purchaser's Closing Requirements.

At Closing, Purchaser shall:

(1) pay to Seller the Purchase Price; and

(2) accept delivery of the executed Closing Documents and Loan File, as tendered by Seller.

E. Recording.

Purchaser shall, as soon as practicable following Closing, but in no event more than forty-five (45) days after the Closing Date, properly file and record, in the appropriate public offices, all Mortgage Assignments, UCC Financing Statement Assignments and any other documents which Purchaser is obligated to record pursuant to this Agreement or as may be required by Legal Requirements. In the event that Purchaser fails to so file and record any such Mortgage Assignments and/or UCC Financing Statement Assignments within forty-five (45) days after the Closing Date, and Seller thereafter releases any such assigned Mortgage and/or UCC Financing Statement, Purchaser agrees that Purchaser shall have no recourse against Seller and agrees to hold Seller harmless in connection with any such releases. This Agreement shall not be so filed or recorded.

F. Transfer and Recordation Fees and Taxes.

Purchaser shall pay all transfer, filing and recording fees, taxes, costs and expenses applicable to the transactions contemplated hereby, including without limitation, realty transfer, mortgage assignment, documentary and similar taxes payable in connection with the transactions contemplated hereby and the filing or recording of any document contemplated hereby.

G. Delivery of Loan Files.

(1) Purchaser shall take delivery of the Loan File on the Closing Date from the Seller, pursuant to this Article III, at the place or places designated by Seller. After Closing, Seller shall have no responsibility for the safekeeping of the Loan File and all risk of loss or damage with respect to the Loan File shall be borne by Purchaser notwithstanding the location or custody of the Loan File. All expenses incurred with respect to the shipment of the Loan File to Purchaser or Purchaser's agent shall be paid by Purchaser.

(2) After delivery of the Loan File to Purchaser, Seller may continue to use, inspect and make extracts from or copies of the file, in each case upon the Seller's reasonable notice to Purchaser and at Seller's expense. Purchaser shall allow Seller the temporary possession, custody and use of original Loan Documents for any lawful purpose upon reasonable terms and conditions relating to the safekeeping of such documents. Prior to Purchaser's destruction or disposition of any Loan Document within six (6) years following the Closing Date, Purchaser shall give

reasonable notice to Seller and shall allow Seller, at its expense, to recover the same from Purchaser.

H. Assignment of Litigation.

(1) At Closing, by delivering to Purchaser an Assignment of Loan, Seller shall be deemed to have assigned to Purchaser and Purchaser shall be deemed to have agreed to assume, the Asset Litigation (such Asset Litigation so assigned to Purchaser is herein referred to as the "Assigned Litigation"). By such assignment, Purchaser shall assume, with respect to all Assigned Litigation, the prosecution of the Asset Litigation and Claims against Seller as well as the risk of any and all Claims which refer or relate in any way to the Loan which have been or may be in the future brought or asserted by any Person, including a Borrower or Guarantor of the Loan, against Seller, and Purchaser hereby agrees to indemnify and hold Seller harmless for and against all such Claims. Provided, however, that Purchaser shall not be deemed to assume and shall not indemnify Seller from any Asset Litigation or Claim asserted by any Person against Seller, or any officer, director, employee or agent of Seller for fraud, gross negligence or breach of fiduciary duty relating to or arising out of the Asset ("Retained Litigation"). In that instance, Seller will defend itself against the Retained Litigation at its own expense with counsel of its choice. Seller and Purchaser will cooperate with each other in prosecuting and defending Assigned Litigation and Retained Litigation.

(2) The Loan File delivered to Purchaser at Closing may contain Asset Reports and form substitutions of counsel. It shall be Purchaser's responsibility to: (a) draft substitutions of parties and counsel in such a form and content consistent with the Rules of the court exercising jurisdiction over the matter ("Substitutions of Parties and Counsel") to be filed with all appropriate courts and to be served on the opposing party(ies), a) forward same to the attorneys presently handling the Asset Litigation for signatures, (c) file such Substitution of Parties and Counsel with all appropriate courts and serve same on the opposing party(ies) within ten (10) days after Closing and (d) contemporaneously with such filing and service, provide evidence of same to Seller. Seller has instructed the attorneys presently handling the Asset Litigation to cooperate with Purchaser. In the event that Purchaser desires to engage Seller's current counsel to represent Purchaser in connection with a Loan, Purchaser shall require such counsel to obtain a conflict waiver from Seller which Seller may grant or refuse in its sole discretion.

(3) Seller and Purchaser shall cooperate with each other in assigning and transferring the Assigned Litigation to Purchaser and in prosecuting or (as applicable) defending such Assigned Litigation and Claims referred to in this Article III.

I. Notices to Borrowers, etc.

At Closing, Seller shall execute and as an accommodation to Purchaser, shall deliver to all Borrowers notices of the assignment of the Assets hereunder, substantially in such form acceptable to Seller in its sole discretion.

ARTICLE IV
REPRESENTATIONS, WARRANTIES AND DISCLAIMERS BY SELLER

A. General Representations and Warranties.

Seller represents and warrants to Purchaser as of the date of this Agreement and as of the Closing Date as follows:

(1) Seller is a duly organized and validly existing Delaware limited liability company. Seller has taken all necessary action to authorize its execution, delivery and performance of, and has the power and authority to execute and deliver and to perform its obligations under, this Agreement and the Closing Documents and to consummate the transaction contemplated hereby and thereby. Assuming due execution and delivery hereof by Purchaser, this Agreement is, and the Closing Documents when executed and delivered by Seller will be, the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(2) Seller's execution and delivery of this Agreement do not, and the performance by Seller of its obligations hereunder and under the Closing Documents will not, conflict with any law or regulation to which Seller is subject or conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of this agreement to which Seller is a party or by which Seller is bound or any order or decree applicable to Seller. Seller has obtained all consents, approvals and authorizations required by Legal Requirements for the due execution, delivery and performance by Seller of this Agreement.

(3) The individuals executing this Agreement and the Closing Documents on behalf of Seller have the actual authority and legal power to bind Seller to this Agreement and the Closing Documents.

(4) Seller has not engaged or dealt with any mortgage banker, broker, finder or other Person who may be entitled to a fee or commission by virtue of any of the transactions contemplated by this Agreement, the non-payment of which may result in a Claim by such Person against Purchaser.

(5) Seller owns the Asset and had previously assigned the Asset, but the Asset has since been reassigned to Seller.

(6) To Seller's best knowledge, information and belief, based solely on its current business records and no independent verification with the maker of the applicable Note, the actual amount of the principal balance due under the applicable Note does not differ in any material respect (adverse to Purchaser) from the amount of the principal balance shown by Seller's current business records as of the Closing Date.

(7) To Seller's best knowledge, information and belief, Seller has provided to Purchaser the originals or copies of all Loan Documents in its possession and has not purposely excluded from the Loan Documents or Loan File reviewed by Purchaser any documents or information for the purpose of intentionally misleading Purchaser.

B. Seller's General Disclaimers and Purchaser's Acknowledgments.

(1) Seller has not made, whether in this Agreement or otherwise, nor will it make in any Closing Document, and Purchaser acknowledges that it hereby affirmatively waives and shall

he forever barred from asserting any Claim against Seller or any affiliate of Seller with respect to, any representation, warranty, promise, covenant, agreement or statement of any nature concerning:

(a) the quality, collectability or enforceability of the Asset or any Loan Document; except as set forth in Article IV.A.(6), the outstanding balance (principal, interest or fees) that may be owed by a Borrower; or, except as set forth in Article IV.A.(7), the accuracy or completeness of the Loan Documents or Loan File, or the accuracy of any loan payment history which may be provided by Seller to Purchaser for this Loan.

(b) the validity or priority of any security interest in real or personal property collateral securing the Loan, the validity of any judgment or levies, attachments or executions made in connection therewith, or the existence of any Claim, lien (including but not limited to charging or retaining liens) or encumbrance which may arise or exist upon or with respect to the Loan on account of any collections agreement or contingent fee agreement which may exist between Seller and any Person with respect to the Loan. Without limiting the disclaimer contained herein, Seller further advises Purchaser that UCC Financing Statements lapse at various times before and after the Closing Date and that such lapse may affect the priority of any security interest evidenced by such UCC Financing Statements.

(c) the merits of the Asset Litigation, nor any defense to, or offset against, the payment of or recovery upon the Loan by or from any Borrower, Guarantor or judgment debtor for any reason; or the merits of or defense to or offset against any Claim which has been or may in the future be brought or asserted against Seller by any Borrower, Guarantor or judgment debtor.

(d) any waiver or excuse of, or any defense (at law or in equity) to, or offset against: (1) the performance by any Person under any Loan Document, or (2) the payment by a Borrower or Guarantor of the Loan.

(e) title to or the nature, quality, condition, marketability, habitability, operability, suitability for any particular purpose of, any real property constituting the Asset, Mortgaged Property or other Collateral or any part thereof, including, without limitation any matter or thing relating to:

(i) any latent or patent defects, any hidden or concealed conditions, or any subsoil, groundwater or geological conditions,

(ii) the condition, structural integrity, operability, maintenance or repair of any buildings, equipment, furniture, furnishings or improvements,

(iii) the presence of any Hazardous Materials,

(iv) the compliance of any real property constituting the Asset, Mortgaged Property or other Collateral to, or any violation of, any Legal Requirement, including without limitation applicable zoning ordinances, environmental laws, building and health codes, and

(v) any occupancy, possession or use of the real property constituting the Asset, Mortgaged Property or other Collateral by any Person.

(f) the accuracy, validity, completeness or sufficiency of any assessment, report or analysis of the environmental status of any real and/or personal property, or any opinion, finding, conclusion, recommendation, statement, fact or data presented therein or otherwise contained in the Loan File.

(2) Seller advises Purchaser that the Asset may be subject to settlement, forbearance or similar agreements. Pursuant to such agreements, Purchaser may be required to forbear from exercising any remedies under the Loan.

(3) Seller further advises Purchaser that the Note and other Loan Documents being assigned by Seller to Purchaser may have been modified by a bankruptcy or receivership proceedings of the Borrower, Guarantor or other Person.

(4) Seller shall not be liable for or be bound in any manner by, and Purchaser acknowledges it hereby waives and shall be forever barred from asserting any Claim against Seller with respect to, any expressed or implied representations, warranties, promises, covenants, agreements, statements or information pertaining to the Loan, made or furnished by Seller or by any agent, contractor, attorney, employee, servant or other Person representing or purporting to represent Seller except as expressly set forth in this Agreement.

(5) Purchaser acknowledges that: (i) Seller has not made any independent verification or investigation of any of the information, data, assessments, due diligence, advice or documentation contained the Loan File, nor of such information which Purchaser may have developed or obtained from other Persons in connection with the transactions contemplated by this Agreement; (ii) the Asset, the Loan Documents and the Loan File may be incomplete, inaccurate or erroneous, in whole or in part; (iii) the liability of certain Borrowers and/or Guarantors of the Asset may have been discharged, settled, compromised and/or released and in fact no principal or other balance may be due thereunder from certain Borrowers and/or Guarantors; and (iv) Purchaser has taken into account the risks, economic and otherwise, associated with the matters set forth in subparagraphs (i) through (iii) above in making its offer to purchase the Asset and has priced its offer in accordance with the assumption of such risks.

(6) Purchaser acknowledges that notwithstanding anything to the contrary contained herein or in any of the Closing Documents, to the extent any statement made by Seller is contradicted, or any representation or warranty of Seller is breached, by or as a result of a fact or circumstance which would reasonably be disclosed by an inspection of the Loan File at the time the Loan File was available for Purchaser's inspection: (a) Seller shall not be liable for such a statement or breach; (b) Purchaser shall not be entitled to exercise any right or remedy or to make any Claim with respect to such statement or breach; and (c) such statement, representation or warranty shall be conclusively deemed not to have been made by Seller.

(7) Seller further advises Purchaser that any guaranty by the United States Small Business Administration ("SBA") or the United States Department of Agriculture ("USDA") either has already been terminated or is not transferable to Purchaser and that any such guaranty will be null and void upon Closing. For the avoidance of doubt, no guaranty in favor of the SBA or USDA shall comprise the Assigned Rights.

(8) Seller further makes no warranty or representation that real estate taxes are current on any real estate owned or any underlying collateral for the Loan and advises Purchaser that such real estate taxes may be delinquent.

C. Continuation of Seller's Representations and Warranties.

Each of Seller's representations and warranties expressed in this Article IV shall survive Closing and terminate on the sixtieth (60th) day following the Closing Date, whereupon Purchaser shall be forever barred from asserting any Claim against Seller relating to any breach thereof, unless and to the extent Purchaser shall have made and delivered to Seller a reasonably detailed Claim against Seller alleging such breach within such sixty (60) day period. However, upon Purchaser's assignment, sale or transfer of the Asset to any Person subsequent to Closing, Seller's

representations and warranties as to the Asset shall terminate effective as of the date of such assignment, sale or transfer. All other representations and warranties of Seller set forth in any other Article of this Agreement, if any, shall terminate at Closing, whereupon Purchaser shall be forever barred from asserting any Claim against Seller relating to any breach thereof.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF PURCHASER

A. Representations and Warranties of Purchaser.

Purchaser hereby represents and warrants to the Seller as of the date of this Agreement and as of the Closing Date as follows:

(1) Purchaser is a _____, duly organized and validly subsisting under the laws of the State of _____, Federal Tax LD. Number _____ . Purchaser has taken all necessary action to authorize its execution, delivery and performance of, and has the power and authority to execute and deliver and to perform its obligations under, this Agreement and the Closing Documents and to consummate the transaction contemplated hereby and thereby. Assuming due execution and delivery hereof by Seller, this Agreement is, and the Closing Documents, when executed and delivered by Seller (to the extent Closing Documents impose obligations on Purchaser), will be the legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(2) Purchaser's execution and delivery of this Agreement do not, and the performance by Purchaser of its obligations hereunder and under the Closing Documents (to the extent Closing Documents impose obligations on Purchaser), will not, conflict with any Legal Requirement with or result in a breach of or constitute a default under any of the terms, conditions or provisions of this Agreement to which Purchaser is a party or by which Purchaser is bound or any order or decree applicable to Purchaser. Purchaser has obtained all consents, approvals and authorizations required by Legal Requirements for the due execution, delivery and performance by Purchaser of this Agreement.

(3) Purchaser: (i) is a sophisticated investor experienced in this type of transaction and in the collection of delinquent debt; (ii) has sufficient information concerning the Asset and Asset Litigation in order to make an informed decision to enter into this Agreement and purchase the Asset subject to the terms of this Agreement; and (iii) is not in a disparate bargaining position with respect to Seller. Purchaser has been provided full and complete access to the Loan Files by the Seller as well as the opportunity to obtain from Seller and the public record and other sources such information, copies of documentation and portions of any Loan File Purchaser deemed appropriate. Purchaser has consulted with its counsel and advisors regarding this Agreement, the Assets and Asset Litigation and thereafter made its own, independent evaluation of each and every aspect of this transaction Purchaser deemed material, including without limitation, (a) the enforceability of the Loan Documents, (b) title to and value of Mortgaged Property and other Collateral, (c) any assessment, report or analysis of the environmental status of any real and/or personal property, if any, (d) the existence and status of any Asset Litigation and (e) the value of

each Asset. Purchaser currently has funds sufficient to pay the Purchase Price and to complete Closing. Purchaser represents, warrants and covenants that Purchaser can bear the loss of its entire monetary investment, which includes the Purchase Price and the fees and costs which are in any way associated with the transactions contemplated by this Agreement.

(4) There are no actions, suits or proceedings pending against Purchaser that, if concluded adversely to Purchaser, would materially adversely affect the ability of Purchaser to perform its obligations under this Agreement or under the Closing Documents.

(5) The individuals executing this Agreement and the Closing Documents on behalf of Purchaser have the actual authority and legal power to bind Purchaser to the terms of this Agreement and the Closing Documents.

(6) Purchaser is either: (i) not an employee benefit plan that is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or (ii) an employee benefit plan that is subject to ERISA and the transactions contemplated herein do not violate the prohibited transaction provisions of Section 406 of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended.

(7) Without implying any characterization of the Asset, or any part thereof, as a "security" within the meaning of any Legal Requirement, Purchaser is not purchasing the Asset in contemplation of, or for resale in connection with, any distribution, private placement or public offering of the Asset or any part thereof or any interest therein, in a manner which would violate any Legal Requirements. This subsection is not intended to prohibit any such resale, distribution, private placement or public offering by Purchaser made in compliance with all applicable Legal Requirements.

(8) Purchaser has not engaged or dealt with any mortgage banker, broker, finder or other Person who may be entitled to a fee or commission by virtue of the transaction contemplated by this Agreement, the non-payment of which may result in a Claim by such Person against Purchaser, and will indemnify and hold Seller harmless from any such claims, demands or judgments.

B. Use of Seller's Name.

Purchaser shall not make any Claim in the name of Seller, nor continue to prosecute or defend in the name of Seller any Asset Litigation or any legal or equitable action hereafter arising. Purchaser shall not intentionally or unintentionally, through misrepresentation, nondisclosure or otherwise mislead any Person as to, or conceal from any Person, the identity of Purchaser as holder of the Asset.

C. Conformity to Legal Requirements.

Following Closing, Purchaser shall comply with all Legal Requirements regarding the handling of the Loan File and records relating to the Asset, including, without limitation, Legal Requirements pertaining to the length of time such documents and records are to be retained by lenders and/or (as applicable) owners, to the extent Purchaser's non-compliance with such Legal Requirements could adversely affect Seller.

D. Reporting to Internal Revenue Service.

Purchaser shall file with the Internal Revenue Service all forms, reports and information returns for the Asset pursuant to Legal Requirements.

E. Reimbursement for Use of Seller's Employees.

With respect to the Asset Litigation, other than Retained Litigation, in which Seller or its employees are requested by Purchaser or required by subpoena, court order or otherwise, to testify or to prepare responses to subpoenas or other legal process, pleadings or discovery to which Purchaser is a party, Seller shall be reimbursed by Purchaser for all associated travel, lodging and per diem costs. Seller shall, in its sole and absolute discretion, determine and assign the personnel necessary to perform such acts. Purchaser shall also reimburse Seller for copies made when performing such acts at the rate of \$0.25 per copy. Purchaser shall also reimburse Seller for all attorneys' fees incurred by Seller in connection with such Asset Litigation and such litigation hereafter arising subsequent to the Closing Date.

F. Notice of New Claims.

Each Party ("Notifying Party") shall promptly notify the other Party of any Claim filed or threatened in writing against the notifying Party after the date hereof which relates to this Agreement, any Closing Document, and which includes a Claim or threatened Claim against such other Party.

G. Release of Seller Parties.

Purchaser represents, warrants and covenants that it shall not give to or accept a release of liability from any Borrower, Guarantor or Person or grant a release of liability to any Borrower, Guarantor or Person in connection with or with respect to the Asset unless simultaneously such Borrower, Guarantor or Person shall release and discharge Seller from all Claims which such Borrower, Guarantor or Person could have against them with respect to the Asset (including any Retained Litigation) prior to the date of such release, which such release of liability shall be in substantially the same form as that which Purchaser shall have given to or (as applicable) accepted from such Borrower, Guarantor or Person.

H. Post-Closing Duties of Purchaser.

Effective at Closing, Purchaser hereby assumes and shall undertake, comply with and discharge all Legal Requirements and all obligations under all the applicable Loan Documents with respect to the Asset, including without limitation Legal Requirements pertaining to unfair credit collection practices. Purchaser agrees that Purchaser will not retroactively enforce or attempt to enforce the Loan Documents for any undercharge of interest occurring under the Loan Documents for the period prior to the Closing Date.

I. Continuation of Purchaser's Representations and Warranties.

Each of Purchaser's representations and warranties expressed in this Article V shall survive Closing and continue until the expiration of all statutes of limitation or repose as may be applicable to any breach thereof by Purchaser.

J. Indemnification of Seller by Purchaser.

Purchaser shall defend, indemnify and hold harmless Seller from and against all Claims incurred by Seller as a result of any breach by Purchaser of its obligations under this Article V.

ARTICLE VI
WITHDRAWAL OF ASSETS/SELLER'S BREACH/PURCHASER'S BREACH

A. Defective Asset.

(1) If, prior to the Closing Date, either Purchaser or Seller discovers the breach of any of the representations and warranties set forth in Article IV.A. of this Agreement as to the Asset or any other matter which in Seller's sole and absolute discretion merits the termination of the sale (a "Defective Asset"), the party making the discovery will promptly, but in no event after the Closing Date, give notice of such discovery to the other party, along with a description of the breach. Seller shall be allowed an opportunity to cure the breach. The Purchaser shall have the right, as its sole and exclusive remedy, to terminate this Agreement by delivering notice of termination to Seller not later than the Closing Date.

(2) In the event that a sale is rescinded as to a Defective Asset, Purchaser shall defend, indemnify and hold Seller harmless from and against any and all losses, causes of action, liabilities, claims, demands, obligations, damages, costs and expenses, including without limitation attorneys' fees and costs, to which Seller may become subject on account of, arising out of, or related to any act, omission, conduct or activity of Purchaser or any of its officers, directors, members, employees or agents with respect to such Defective Asset. Without limiting the generality of the foregoing, in the event that any act, omission, conduct or activity of Purchaser or any of its officers, directors, members, employees or agents: (i) causes, directly or indirectly, any diminution in the value of such Defective Asset, whether by reason of releasing any obligor or Collateral or the use, ownership, control or operation of the Collateral or otherwise, or (ii) increases Seller's costs and expenses in collecting the amounts due under the Defective Asset, Purchaser shall pay to Seller an amount equal to such diminution in value or increased costs and expenses of collection.

B. Seller's Breach.

If Seller breaches this Agreement, and the breach is discovered prior to Closing, Purchaser's sole remedies are those described in paragraph A of this Article VI. Except as to a breach of any warranty or representation contained in paragraph A of Article IV, if Seller breaches this Agreement, and such breach is discovered after Closing, Purchaser shall have no recourse against Seller. Purchaser has factored this risk into its decision to purchase.

C. Purchaser's Breach.

If Purchaser fails to proceed with the Closing by the Closing Date, Purchaser shall be in default of this Agreement and Seller shall be entitled, without notice to Purchaser, to exercise all rights and remedies at law, in equity or otherwise that Seller may have including, but not limited to selling the Asset to a third party and recovering damages Seller suffers as a result of Purchaser's default.

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

A. Notices.

All notices and other communications required or permitted hereunder shall be in writing and delivered via United States Mail Service, Certified Mail, Return Receipt Requested and by either telecopy transmission or e-mail to the numbers and e-mail addresses set forth below, and shall be deemed to have been duly given when the earlier of the foregoing is delivered if delivered between 9:00 A.M. and 5:00 P.M. Eastern Standard Time on a Business Day and otherwise at 9:00 A.M., Eastern Standard Time on the next following Business Day, to the Party intended at its address set forth below (or at such other address as shall hereafter be specified by such Party by like notice given to the other). Any notice or communication not delivered in accordance with this Article VII shall be deemed invalid and of no force and effect.

If to Purchaser:

E-mail:

With a required copy to:

If to Seller:

E-mail:

With a required copy to:

Email:

Severability.

If any provision of this Agreement shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of any such provision shall in no way affect the validity or enforceability of any other provision of this Agreement, provided, however, if the invalidity or unenforceability of any provision shall materially deprive either party of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate in good faith to restructure this Agreement in a manner whereby the economic effect is as nearly as possible the same as the economic effect of this Agreement prior to such invalidity or unenforceability.

C. Joint Undertaking.

(1) In addition to the obligations expressly required to be performed hereunder by Seller and Purchaser, each party agrees to cooperate with the other and to perform such other acts and to execute, acknowledge and deliver before and after Closing, such other instruments as a party may reasonably request and as shall be necessary in order to effect the consummation of the transactions contemplated hereby; provided that no such other instrument shall either extend or enlarge the obligations of the non-requesting party beyond the express undertakings of this Agreement or shall require or could require the non-requesting party to make any payment or expend any funds which are not expressly provided for herein. Purchaser shall be responsible for the preparation and filing of, and any costs associated with the preparation of, such additional instruments and for any costs or filing fees associated with the recording of such instruments. Any such instruments shall be without recourse, representation or warranty and in a form acceptable to Seller's counsel. In the event that Purchaser requests the assignment of any recorded documents or any judgments, Purchaser shall provide Seller with evidence acceptable to Seller in its sole discretion that such recorded documents remain of record and/or that such judgments have not been dismissed or satisfied. Purchaser must provide Seller with a copy of any document for which Seller requests an assignment and evidence acceptable to Seller in its sole discretion that such document is related to and/or continues to secure the Asset which was assigned by Seller to Purchaser. It is not sufficient that the document for which an assignment is being requested is referenced in another document; a complete and fully executed copy of the document for which an assignment is being requested must be provided by Purchaser to Seller. In addition to the foregoing, should Purchaser request from Seller: (a) the execution of instruments which Seller is not obligated to deliver pursuant to Article III hereof at any time or (b) the re-execution or execution of instruments which Seller is obligated to deliver pursuant to Article III hereof at any time later than sixty (60) days subsequent to the Closing Date, Purchaser shall pay, at the time of Seller's tender to Purchaser of such instruments, any attorney fees and costs associated with Seller's counsel's review of such instruments.

(2) In the event that Seller inadvertently forwards to Purchaser any notes or other documents which are not related to the Asset assigned by Seller to Purchaser or inadvertently assigns to Purchaser any document which do not relate to the Asset assigned by Seller to Purchaser, Purchaser shall, immediately upon discovery of same by Purchaser or request by Seller, return same to Seller. Purchaser shall have no rights or claim whatsoever upon any such asset and hereby agrees to indemnify and hold Seller harmless from any Claim which may arise, directly or indirectly, from any right or claim asserted by Purchaser in any such asset, including without limitation, contacting any Person obliged on any such asset or exercising or attempting to exercise collection efforts with respect to any such asset.

D. Assignment.

Neither this Agreement, nor any of Purchaser's rights or obligations hereunder, shall be assignable by Purchaser, and any purported assignment by Purchaser shall be void and of no effect. Subject to the foregoing restriction, this Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns.

E. Third Party Beneficiaries.

Except as otherwise provided herein, (a) by entering into this Agreement, neither Party intends to benefit any other Person, including without limitation a "third party beneficiary," and (b) no Person who is not a Party (including without limitation a Borrower, a Guarantor, a purchaser

of Asset from Purchaser, or the holder of any legal or beneficial interest in Purchaser), shall have any right or Claim against a Party under, derived from or in any way relating to this Agreement or any Closing Document.

F. Entire Agreement.

Without limitation to any other provision hereof, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, statements, representations or warranties of the Parties.

G. Amendments.

No alteration, amendment, modification or waiver of any of the terms or provisions hereof, and no future representation or warranty by either Party with respect to this transaction, shall be valid or enforceable unless the same be in writing and signed by the Party against whom enforcement of same is sought.

H. Counterparts.

This Agreement may be executed by the Parties in any number of separate counterparts, all of which, when delivered, shall constitute one and the same Agreement.

I. Time is of the Essence: Holidays.

Time is of the essence of this Agreement. Provided, however, that wherever this Agreement provides for a date, day or period of time on or prior to which action or events are to occur or not occur, and if such date, day or last day of such period of time falls otherwise than on a business day, then same shall be deemed to fall on the immediately following business day.

J. Governing Law; Venue.

This Agreement and all issues arising hereunder shall be governed by the federal law of the United States applicable to matters involving national banking associations and/or financial holding companies and if there is no such applicable law, by the laws of the State of Florida, as applied to contracts formed and intended to be performed within such state, without regard to the principles of conflicts of laws. The parties hereto expressly consent to the jurisdiction of the State and Federal courts situated in Arizona, in connection with any disputes arising hereunder.

K. Captions.

All captions contained in this Agreement are for the convenience of the parties only, and shall not be deemed to amend or modify the meaning or interpretation of the provisions hereof.

L. Advice of Counsel.

Each of the Parties has been involved in the review, and execution of this Agreement and the Closing Documents and each has had the opportunity to receive independent legal advice from attorneys of its choice with respect to the advisability of making and executing this Agreement and

the Closing Documents. In the event of any dispute or controversy regarding authorship of this Agreement and the Closing Documents, the parties shall be conclusively deemed to be the joint authors thereof, and no part of this Agreement or any Closing Documents shall be interpreted against a party due to authorship.

M. Confidentiality.

Purchaser agrees to maintain the confidentiality of any and all Confidential Information provided to them by Seller or its employees, agents or representatives (collectively, "Seller's Representatives"). Except as made necessary by, and then only in the context of, the Asset Litigation, Purchaser shall not disclose the Confidential Information to any Person for any reason whatsoever. As used herein, the term "Confidential Information" shall include, without limitation: (a) oral or written information concerning the terms upon which the Seller offered the Asset for sale, including, without limitation, this Agreement; (b) the Purchase Price paid by Purchaser for the Asset; and (c) oral or written information supplied in discussions with any of Seller's Representatives concerning the operation of Seller and/or its affiliates' business, including but not limited to the business terms of the sale of the Asset, and this Agreement. Purchaser's obligations pursuant to this paragraph M shall survive the Closing of this transaction.

N. WAIVER OF RIGHT TO JURY TRIAL.

EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY, VOLUNTARILY, KNOWINGLY AND IRREVOCABLY WAIVES ANY CONSTITUTIONAL OR OTHER RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN THE EVENT OF LITIGATION CONCERNING ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT, THE PARTIES' PERFORMANCE THEREUNDER OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY INSTRUMENT, DOCUMENT OR AGREEMENT RELATED IN ANY WAY WHATSOEVER TO THE SUBJECT MATTER OF THIS AGREEMENT; AND IN EACH CASE, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the parties have executed this Agreement solely with respect to the Loan listed above as of the day and year first above written.

PURCHASER:

By: _____
Name:
Title:

SELLER:

By: _____
Name:
Title:

SCHEDULE 1

LOAN

<u>Loan Name</u>	<u>Loan Number</u>	<u>Principal Amount</u>	<u>Unfunded Commitment</u>	<u>Purchase Price</u>
		\$	\$0.00	\$

SCHEDULE 2
PURCHASER'S CERTIFICATE

STATE OF _____)
)
)
) :ss
COUNTY OF _____)

This ____ day of May, 2017, the undersigned, who is the [insert officer status] _____ of _____, a _____, (hereinafter referred to as the "Purchaser"), and who is knowledgeable of the facts stated herein and who, on being duly sworn, states under oath as follows:

1. Pursuant to the terms of the Asset Sale Agreement by and between Purchaser and _____ (hereinafter, "Seller"), dated as of even date hereof (hereinafter, the "Agreement") Purchaser has had full access to and has, to the extent Purchaser deems necessary, inspected, reviewed, analyzed and tested the Asset and Loan File and elected to purchase said Asset pursuant to the terms of the Agreement.
2. Purchaser: (i) has inspected, tested and analyzed the Asset and the Loan File and finds them acceptable without reservation; (ii) has agreed to accept transfer of the Asset on an "as is, where is, and with all faults" basis and without representation, recourse or warranty except as may be expressly set forth in the Agreement; (iii) has made an independent valuation of the Asset resulting in Purchaser's determination of the fair market value of the Asset, which determination of value is reflected by the Purchase Price and the terms of the Agreement; (iv) has reviewed and agrees to accept, without reservation, each of Seller's General Disclaimers and Purchaser's Acknowledgments as set forth in Article IV.B. of the Agreement; and (v) in connection with Purchaser's decision to purchase the Asset, Purchaser has not relied upon any representation, inducement or unperformed promise of Seller or of Seller's agents.
3. Purchaser acknowledges and confirms that Seller advised Purchaser to retain an attorney to review the Agreement and all related writings and Closing Documents and Purchaser and its attorneys have had the opportunity to review same.
4. Unless otherwise specified herein, all capitalized terms herein shall have the same meaning ascribed under this Agreement.

BY: _____

By:

Sworn to and subscribed before me this _____ day of _____, 2017, by _____, who is personally known to me or who

provided _____ as identification and who did take an oath.

NOTARY PUBLIC

[Print or Type Name]

Commissioner Number: _____

My Commission Expires: _____

EXHIBIT A.1

Allonge to Promissory Note

Pay to the order of _____, without recourse.

By: _____

Name:

Title:

Loan Name: Casa Media/Casa en Denver

EXHIBIT A.2

ASSIGNMENT OF LOAN DOCUMENTS

FOR VALUE RECEIVED, _____ (hereinafter "Assignor"), whose address is _____, in consideration of the sum of _____ and other good and valuable consideration, to it in hand paid by _____, a _____, whose address is _____ ("Assignee"), has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the Assignee all of the Assignor's right, title and interest, if any, in and to the following documents (herein collectively the "Loan Documents"):

- 1. Foreclosure action - _____
- 2. Promissory Note dated _____ (the "Note"), made payable to the order of _____ ("Lender") and executed by _____ ("Borrower").

1. Loan Agreement and _____

I.

4. _____ ("Borrower Mortgage").

II.

5. Security Agreement dated _____ by Borrower in favor of Lender, and related UCC-1 Financing Statements and UCC-3 Continuation Statements.

III.

6. All other loan documents executed in connection with the Note and Mortgage.

IV.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal this ____ day of

By: _____

Name:

Title:

State of

County of

.

Notary Public

_____ County

My commission expires: