

CERTIFICATIONS

Low Power Television
BTTL 801201JK Translator TV, Inc. Television Translator
(714) 832-2950
File Number Name of Applicant Telephone No.

P.O. Box A Santa Ana, CA 92711
Mailing Address (City/State/Zip Code)

REMINDER: Do not complete the following without reading carefully the definitions and other information set out in the foregoing pages.

REQUIRED CERTIFICATIONS: (Legal Qualifications)

Multiple Applications

The applicant certifies that there is no other application pending that would be directly mutually exclusive with this application in which this applicant has an interest of one percent or more or in which any party to this application is an officer, director or has an interest of one percent or more, direct or indirect. Yes X No

If no, this application cannot be accepted for filing.

Real Party In Interest Certification

The applicant certifies that no agreement, either explicit or implicit, has been entered into for the purposes of transferring or assigning to another party, any station construction permit or license or interest therein that is awarded as a result of a random selection or lottery. Yes X No

If no, this application cannot be accepted for filing.

CERTIFICATION OF PREFERENCES

Minority

1. The applicant certifies that it is entitled to and seeks to claim a minority preference: Yes X : No . If yes, complete the following.

(Use supplementary page if necessary)		Percentage interest	Minority Group
Name	Address	in the applicant	
Jane Duff	15052 Humphrey Cir. Irvine, CA 92714	1/3	Black
David Espinosa	1150 O'Melvery St. San Fernando, CA 91340	1/3	Hispanic

Diversification Preference

- The applicant certifies that it and/or its owners have no interest, in the aggregate, exceeding 50 percent in any media of mass communications: Yes X : No . (If yes, do not respond to questions 3. and 4.)
- The applicant certifies that it and/or its owners have no interests, in the aggregate, exceeding 50 percent in more than three mass communications media facilities: Yes : No .
- The applicant certifies that it and/or its owners have no interest, in the aggregate, exceeding 50 percent in a media of mass communications in the same area to be served by the proposed low power television or television translator station: Yes : No .

I certify that the statements made herein are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated the 23 day of February, 1984
Jane Duff Vice President
Signature Title 2

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT
U.S. CODE, TITLE 18, SECTION 1001.

Privacy Act information is set out in the original application.

"A" Cut-off Applicant

06292

MAY, DUNNE & GAY

ATTORNEYS AT LAW
1156 - 15TH STREET, N.W.
SUITE 515
WASHINGTON, D.C. 20005

RICHARD G. GAY
JOSEPH E. DUNNE III
COLBY M. MAY

TELEPHONE NO.
(202) 466-6220
TELECOPIER NO.
(202) 955-9593

*VIRGINIA BAR ONLY

RECEIVED

February 28, 1984

FEB 28 1984

- ~~NO~~ HAND DELIVER -
Office of the Secretary

Mr. William J. Tricarico
Secretary
Federal Communications Commission
Washington, D.C. 20554

ATTN: Low Power Television Branch

RE: Application of Translator TV, Inc. For a New Television
Translator Station on Channel 50 to serve Columbus, OH
(BPTTL-801204IH)

Dear Mr. Tricarico:

Transmitted herewith in triplicate on behalf of Translator TV,
Inc. is its "Certifications" filed in connection with the
above-referenced application.

Should any questions arise concerning this matter, kindly
contact the undersigned directly.

Respectfully submitted,

TRANSLATOR TV, INC.

By: Colby M. May / JED
Colby M. May
Its Attorney

CMM:gmc
Enclosure
cc: Mrs. Jane Duff

CERTIFICATIONS

Low Power Television
BTTL 801204IH Translator TV, Inc. Television Translator
File Number Name of Applicant Telephone No.

P.O. Box A Santa Ana, CA 92711 (714) 832-2950
Mailing Address (City/State/Zip Code)

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If no, this application cannot be accepted for filing.

Real Party In Interest Certification

The applicant certifies that no agreement, either explicit or implicit, has been entered into for the purposes of transferring or assigning to another party, any station construction permit or license or interest therein that is awarded as a result of a random selection or lottery. Yes X No
If no, this application cannot be accepted for filing.

CERTIFICATION OF PREFERENCES

Minority

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(Use supplementary page if necessary) Percentage interest

<u>Name</u>	<u>Address</u>	<u>in the applicant</u>	<u>Minority Group</u>
Jane Duff	15052 Humphrey Cir. Irvine, CA 92714	1/3	Black
David Espinosa	1150 O'Melvery St. San Fernando, CA 91340	1/3	Hispanic

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- The applicant certifies that it and/or its owners have no interests, in the aggregate, exceeding 50 percent in more than three mass communications media facilities: Yes : No .
- The applicant certifies that it and/or its owners have no interest, in the aggregate, exceeding 50 percent in a media of mass communications in the same area to be served by the proposed low power television or television translator station: Yes : No .

I certify that the statements made herein are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated the 23 day of February, 1984
[Signature] [Title]
Signature Title

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT
U.S. CODE, TITLE 18, SECTION 1001.

Privacy Act information is set out in the original application.

"A" Cut-off Applicant

06294

MDG

RICHARD G. GAY
JOSEPH E. DUNNE III
COLBY M. MAY

VIRGINIA BAR ONLY

MAY, DUNNE & GAY

ATTORNEYS AT LAW
1156 15TH STREET, N.W.
SUITE 515
WASHINGTON, D.C. 20005

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RECEIVED

FEB 28 1984

February 28, 1984

FCC
Office of the Secretary
- HAND DELIVER -

Mr. William J. Tricarico
Secretary
Federal Communications Commission
Washington, D.C. 20554

ATTN: Low Power Television Branch

RE: Application of Translator TV, Inc. For a New Television
Translator Station on Channel 42 to serve Philadelphia, PA
(BPTTL-810204IG)

Dear Mr. Tricarico:

Transmitted herewith in triplicate on behalf of Translator TV,
Inc. is its "Certifications" filed in connection with the
above-referenced application.

Should any questions arise concerning this matter, kindly
contact the undersigned directly.

Respectfully submitted,

TRANSLATOR TV, INC.

By:

Colby M. May / SED
Colby M. May
Its Attorney

CMM:gmc
Enclosure
cc: Mrs. Jane Duff

CERTIFICATIONS

Low Power Television
BTTL 801204IG

Translator TV, Inc.

Television Translator
(714) 832-2950

File Number

Name of Applicant

Telephone No.

P.O. Box A Santa Ana, CA 92711

Mailing Address (City/State/Zip Code)

REMINDER: Do not complete the following without reading carefully the definitions and other information set out in the foregoing pages.

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CERTIFICATION OF PREFERENCES

Minority

1. The applicant certifies that it is entitled to and seeks to claim a minority preference: Yes X: No . If yes, complete the following.

(Use supplementary page if necessary)

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Diversification Preference

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- The applicant certifies that it and/or its owners have no interests, in the aggregate, exceeding 50 percent in more than three mass communications media facilities: Yes : No .
- The applicant certifies that it and/or its owners have no interest, in the aggregate, exceeding 50 percent in a media of mass communications in the same area to be served by the proposed low power television or television translator station: Yes : No .

I certify that the statements made herein are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated the 23 day of February, 1984

Jane Duff Vice President
Signature Title

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT
U.S. CODE, TITLE 18, SECTION 1001.

06296

Privacy Act information is set out in the original application.

"A" Cut-off Applicant

JOSEPH E. DUNNE III
COLBY M. MAY

ALSO ADMITTED IN VIRGINIA

MAY & DUNNE
CHARTERED
ATTORNEYS AT LAW
1000 THOMAS JEFFERSON STREET, N.W.
SUITE 520
WASHINGTON, D.C. 20007
(202) 298-6345

RICHARD G. GAY
OF COUNSEL

TELECOPIER NO
(202) 298-6375

February 10, 1992

OVERNIGHT EXPRESS

Mr. Terrence Hickey
National Minority TV, Inc.
2442 Michelle Drive
Tustin, California 92680

RE: NMTV Major Change

Dear Terry:

In Jane's unfortunate absence, I am enclosing a completed major change application for NMTV's Greenville CP. Please sign the application as assistant secretary and send it back to us for filing with the FCC.

Personal regards,



Joseph E. Dunne III

JED:jrfB47
enclosure

JOSEPH E. DUNNE III
COLBY M. MAY

ALSO ADMITTED IN VIRGINIA

MAY & DUNNE
CHARTERED
ATTORNEYS AT LAW
1156 15TH STREET, N.W.
SUITE 515
WASHINGTON, D.C. 20005-1704
(202) 223-9013

RECEIVED

FEB - 3 1987

FCC
Office of the Secretary.

RICHARD G. GAY
OF COUNSEL

TELECOPIER NO.
(202) 955-9595
ZAP NET NO.
(202) 296-0410

February 3, 1987

HAND DELIVER

Mr. William J. Tricarico
Secretary
Federal Communications Commission
Washington, D.C. 20554

RE: Assignment of Television Channel 42, Odessa, Texas From
Alfred H. Roever, III (Assignor), to National Minority TV,
Inc. (Assignee)

Dear Mr. Tricarico:

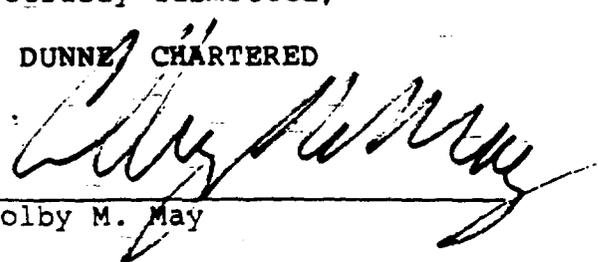
Filed herewith, in triplicate, on behalf of the referenced parties, is an application seeking assignment (FCC Form 314) of television Channel 42, Odessa, Texas from Alfred H. Roever, III (Assignor) to National Minority TV, Inc. (Assignee).

If any questions should arise concerning this matter, kindly contact the undersigned directly.

Respectfully submitted,

MAY & DUNNE CHARTERED

By:


Colby M. May

CMM:ncbB58

xc: Mrs. Jane Duff
Alfred H. Roever, III (For Public File)

Commission Use Only

File No.

United States of America
Federal Communications Commission
Washington, D.C. 20554

Approved by OMB
3060-0031
Expires 3/31/86

APPLICATION FOR CONSENT TO ASSIGNMENT OF BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE
(Carefully read Instructions before filling out form — RETURN ONLY FORM TO FCC)

Section I

GENERAL INFORMATION

Part I — Assignor

1. Name of Assignor

Alfred H. Roever, III

Street Address

City

9 2 5 R E D O A K

A Z L E

State

Zip Code

Telephone No.

(Include area code)

T X

7 6 0 2 0

2. Authorization which is proposed to be assigned

(a) Call letters

Location

Channel 42

Odessa, Texas

(b) Has the station commenced its initial program tests within the past twelve months?

YES NO

If yes, was the initial construction permit granted after comparative hearing?

YES NO

N/A

If yes, attach as Exhibit No. _____ the showing required by Section 73.3597.

3. Call letters of any Remote Pickup, STL, SCA, or other stations which are to be assigned:

N/A

4. Is the information shown in assignor's Ownership Reports (FCC Form 323 or 323-E) now on file with the Commission true and correct as of this date?

YES NO

If No, attach as Exhibit No. _____ an Ownership Report supplying full and up-to-date information.

5. Attach as Exhibit No. 1 a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach.

6. State in Exhibit No. N/A whether the assignor, or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of the assignor's stock: (a) have any interest in or connection with an AM, FM or television broadcast station; or a broadcast application pending before the FCC; or (b) has had any interest in or connection with any dismissed and/or denied application; or any FCC license which has been revoked.

The Exhibit should include the following information: (i) name of party with such interest; (ii) nature of interest or connection, giving dates; (iii) call letters or file number of application; or docket number; (iv) location.

GENERAL INFORMATION

Part I—Assignor

7. Since the filing of the assignor's last renewal application for the authorization being assigned, or other major application, has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to the assignor or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of assignor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony; lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination? YES NO

N/A

If Yes, attach as Exhibit No. _____ a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition of litigation.

SECTION VI

Part I — Assignor

ASSIGNOR'S CERTIFICATION

1. Has or will the assignor comply with the public notice requirement of Section 73.3580 of the Rules? YES NO

The ASSIGNOR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the ASSIGNOR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

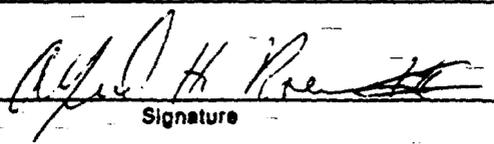
**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT
U.S. CODE, TITLE 18, Section 1001**

I certify that the assignor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 29 day of January, 1987.

ALFRED H. ROEVER, III

Name of Assignor


Signature

OWNER

Title

EXHIBIT 1

ALFRED H. ROEVER III

PURCHASE AGREEMENT

This agreement dated this 11th day of July, 1987, by and between: (1) Alfred H. Roever, III, an individual residing in Odessa, Texas (herein referred to as "Seller"), and (2) Translator TV, Inc.; a nonprofit California corporation (herein referred to as "Buyer").

W I T N E S S E T H

WHEREAS, Seller holds an authorization issued by the Federal Communications Commission (herein referred to as "FCC" or "Commission") to construct and operate a full power television station on Channel 42, Odessa, Texas (FCC File Number BPCT-840920KN, herein referred to as "Station"); and

WHEREAS, Seller is desirous of selling and assigning Station to Buyer, and Buyer is desirous of buying and acquiring Station from Seller;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants contained herein, Buyer and Seller, intending to be legally bound, hereby agree as follows:

1. Construction Permit and Assets Sold and Purchased.

Subject to the approval of the FCC and to the terms and conditions hereof, Seller agrees to sell and Buyer agrees to purchase the following:

a. FCC Authorizations. All FCC authorizations and applications for construction and operation of Station as listed in Exhibit A, including the sale and transfer of all of

Seller's right, title and interest in and to any call letters used by the Station.

b. Intangibles. All trademarks, service marks, copyrights, common law property rights, and other intangible personal property owned by Seller and used by it in connection with the construction and/or operation of Station.

c. Technical Data. All of Seller's schematics, blueprints, engineering data, and other technical information pertaining to the construction and/or operation of the Station.

d. Antenna/Transmitter Site. All of Seller's rights and interests in the antenna/transmitter site approved by the FCC for the station, as specified in Exhibit B.

2. Amount of Purchase Price.

a. Cash Payment. In consideration for the sale and assignment of the Station and assets listed above, Buyer agrees to pay Seller Twelve Thousand Five Hundred Dollars (\$12,500.00), or such lesser amount as the FCC may approve, subject to the following prorations, adjustments, and conveyance cost:

i. Taxes. All federal, state, and local taxes, if applicable to the purchase and sale contemplated hereby, shall be borne by Seller.

ii. Prorations. All real and personal property taxes and assessments, if any, shall be prorated as of 12:00 midnight of the Closing Date.

b. Program Time. Seller shall also have the right to program one (1) hour of broadcast time a day free of charge for a period of one year after the Station begins operation in accordance with Commission Rule 73.1620, 47 C.F.R. § 73.1620. Said one (1) hour of broadcast time will be scheduled at a mutually agreed upon time between Seller and Buyer, and all programming provided by Seller for broadcast over the Station during this one hour of program time shall be in compliance with all of Buyer's quality and technical standards. The program time provided here is intended for Seller's use only, and it may not be assigned or used by any other entity without the prior written approval of Buyer.

3. Payment of Purchase Price. The Purchase Price specified in paragraph 2.a. above shall be paid by Buyer to Seller in cash, or by cashier's check, on the Closing Date specified in paragraph 5, infra; and by providing the program time specified in paragraph 2.b. above.

4. FCC Approval.

a. FCC Approval Required. Consummation of the purchase and sale provided for herein is conditioned upon the FCC having given its consent in writing, without any condition materially adverse to Buyer, to the assignment from Seller to Buyer of all FCC authorizations of Seller relating to the construction and operation of the Station, and said consent having become final. For the purposes of this Agreement, such consent shall be deemed to have become final after it is granted

and published and when the time for administrative or judicial review has expired and when the time for the filing of any protest, petition to rehearing, request for stay, petition for rehearing, or appeal is pending.

b. Filing of Application. The parties agree to proceed as expeditiously as practical, to file or cause to be filed an application requesting FCC consent to the transaction herein set forth, and to file said application (i.e., FCC Form 314) with the FCC not later than thirty (30) days after the date of this Agreement. The parties agree that said Application will be prosecuted in good faith and with due diligence. Each party will be solely responsible for the expenses incurred by it in the preparation, filing, and prosecution of the assignment application, and all fees paid to the FCC in connection with the assignment of Station's authorizations from Seller to Buyer, if any, will be borne equally by Seller and Buyer.

5. Closing Date and Place. The Closing shall take place within twenty (20) days of the date the Commission's consent to the assignment of Station to Buyer becomes final (as defined in paragraph 4.a. herein), provided the conditions specified in this Agreement shall have been met, such date to be mutually agreed on by the parties, but within the effective period of the Commission's consent (the "Closing Date"). The Closing will take place at the offices of Colby M. May, Esq., 1156 15th Street, N.W., Suite 515, Washington, D.C. 20005, or at such other place as Buyer and Seller may select.

6. Seller's Representations and Warranties. Seller represents, warrants, and covenants as follows:

a. Standing of Seller. Seller is above the age of majority and has full legal power to contract in his individual name.

b. Seller's Authority. Except as specifically stated in this Agreement, Seller has full power and authority to sell, transfer, assign, and convey the Station and all assets, authorizations and property herein being sold and assigned.

c. Seller Holds Current and Valid FCC Authorizations. Seller has the power and authority to own, construct, and operate the Station and the business and properties related thereto and holds, and on the Closing Date will hold, current and valid authorizations from the FCC which are necessary for Seller to own, construct, and operate the Station. No action or proceeding is pending or, to the knowledge of Seller, threatened, or on the Closing Date will be threatened or pending, before the FCC or other governmental or judicial body for the cancellation, or material and adverse modification, of Station's authorizations for the Station. Seller further represents and warrants that it will take any and all action necessary to timely and properly file for an extension of the Station's present construction permit, which presently expires on September 13, 1987, if the Closing contemplated in paragraph 5 above has not been completed by that date.

d. No Material Default in Contractual Commitments.

Seller is not, and on the Closing Date will not be, in material default of any contractual commitment to which it is a party, or by which it is bound, and which is to be assigned to and assumed by Buyer.

e. Claims and Litigation. There is no claim or litigation or proceeding pending or, to Seller's knowledge, threatened which affects the title or interest of Seller to or in any of the authorizations, property or assets intended to be sold, assigned, and conveyed hereunder, or which would prevent or adversely affect the ownership, construction, use, or operation of the Station by Buyer.

f. Disclosure. No representation or warranty made by Seller in this Agreement, or any statement or certificate furnished to or to be furnished by the Seller to Buyer pursuant hereto, or in connection with the transactions contemplated hereby contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

g. Assignments. Seller shall take any and all action necessary to assign and transfer all of its rights and interests in the antenna/transmitter site specified in Exhibit B, including, but not limited to, the assignment of any and all leases, options to purchase or lease, purchase agreements or rental agreements regarding its right to acquire, purchase, use

or develop the antenna/transmitter site specified in Exhibit B. Seller further represents and warrants that its rights and interests in the Station's antenna/transmitter site are valid, current, binding and enforceable agreements or understandings, and Seller has the right to assign and transfer the same to Buyer.

h. Antenna/Transmitter Site. Seller hereby represents and warrants that the antenna/transmitter site for the Station is in compliance with all applicable rules and regulations of the FCC, the Federal Aviation Administration, and all local zoning regulations, if any, and Seller has all rights and authorizations required to build and construct the Station on its approved antenna/transmitter site, and all required authorizations to so construct have been, or by the Closing Date will be, issued, current, valid and unexpired.

7. Buyer's Representations and Warranties. Buyer represents, warrants, and covenants to Seller as follows:

a. Buyer's Organization and Standing. Buyer is a nonprofit corporation duly organized and validly existing and in good standing under the laws of the State of California, and possesses all corporate power necessary to construct, own, and operate Station and carry out the provisions of this Agreement. Buyer's President, Paul F. Crouch, however, is an officer and director of the organizations specified in Exhibit C, which in the aggregate hold interests in the maximum number of television facilities permitted by non-minority controlled organizations

under Commission Rule 73.3555, 47 C.F.R. § 73.3555. Accordingly, Buyer will be required to establish compliance with Rule 73.3555(d)(1)(A) and 73.3555(d)(2)(A), 47 C.F.R. § 73.3555(d)(1)(A) and (d)(2)(A), before the assignment specified herein can be approved by the FCC. Buyer further represents and warrants that it will take any and all reasonable steps to establish compliance with Commission Rule 73.3555, 47 C.F.R. § 73.3555, as specified in this paragraph 7.a.; however, in the event the FCC does not approve the assignment for reasons associated with Rule 73.3555, and its interpretation and/or application thereof, then this Agreement shall automatically become void, and Buyer and Seller shall be relieved of any and all obligations to the other whatsoever without liability.

b. Buyer's Authority. The execution and delivery of this Agreement and the consummation of the purchase of Station provided for herein have been duly and validly authorized by Buyer's board of directors, which possesses the authority under Buyer's articles of incorporation and bylaws to grant such authorization.

c. Disclosure. No representation or warranty made by Buyer in this Agreement, or any statement or certificate furnished to, or to be furnished by, Buyer to Seller pursuant hereto, or in connection with the transaction contemplated hereby, contains, or will contain, any untrue statement of a

necessary to make the statements contained therein not misleading.

8. Risk of Loss. Risk of loss, damage, or destruction to the physical property, both real and personal, to be sold and conveyed hereunder shall be upon the Seller until Closing Date, and thereafter upon the Buyer.

9. Access to Information. Seller shall accord access, during normal business hours prior to Closing, to Buyer or its designated representative to review: (1) Seller's physical properties and (2) all contracts, options, and/or leases to be assumed or acquired by Buyer.

10. Brokers. Buyer and Seller hereby represent and warrant to the other that no person or entity has served in the capacity of broker in this transaction, and each agrees to defend and indemnify the other from any person or entity claiming a brokerage or finders commission as a result of the purchase and sale herein contemplated.

11. Indemnification by Seller. Seller shall indemnify and hold Buyer harmless against and in respect of:

a. Operations Prior to Closing. Any and all liabilities, obligations, claims, and demands arising out of: the right to construct, own, or operate the Station (including, but not limited to, claims related to compliance with FCC rules and regulations), the breach or nonperformance by Seller of any contractual commitments relating to the Station and its antenna/transmitter sites, any breach by Seller of this

Agreement, or any inaccuracy in or breach of any representation, warranty, or covenant made by Seller herein.

b. Defense. Should any claim covered by the foregoing indemnity be asserted against Buyer, Buyer shall notify Seller promptly and give it an opportunity to defend the same and Buyer shall extend reasonable cooperation to Seller in connection with such defense. In the event that Seller fails to defend the same within a reasonable time, Buyer shall be entitled to assume, the defense thereof and Seller shall be liable to repay Buyer for all damages suffered by Buyer and all of its expenses reasonably incurred in connection with such defense (including, but not limited to, reasonably attorney fees and settlement payments).

12. Indemnification by Buyer. Buyer shall indemnify and hold Seller harmless against and in respect of:

a. Operations after Closing. Any and all liabilities, obligation, claims, and demands arising after the Closing Date out of the construction or operation of the Station, the breach or non-performance by Buyer of contractual commitments assumed by Buyer hereunder, or any other operations of Buyer after the Closing Date, or any breach by Buyer of this Agreement or any inaccuracy in or breach by Buyer of this Agreement or any inaccuracy in or breach of any representation, warranty, or covenant made by Buyer herein.

b. Defense. Should any claim covered by the foregoing indemnity be asserted against Seller, Seller shall notify Buyer promptly and give it an opportunity to defend the

same, and Seller shall extend reasonable cooperation to Buyer in connection with such defense. In the event Buyer fails to defend the same within a reasonable time, Seller shall be entitled to assume, but need not assume, the defense thereof, and Buyer shall be liable to repay Seller for all damages suffered by Seller and all its expenses reasonably incurred in connection with such defense (including, but not limited to, reasonable attorney's fees and settlement payments).

13. Conditions Precedent to Buyer's Obligation to Close.

Buyer shall not be obligated to close under this Agreement unless and until the following conditions have been met:

a. The FCC shall have given its consent to the assignment of FCC authorizations to construct and operate the Station from Seller to Buyer and said consent shall have become final as set forth in paragraph 4.a. herein.

b. Seller shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it, prior to or as of the Closing Date.

c. Seller shall hold a valid, current, and unexpired construction permit for the Station, and all its rights and interests in the Station's antenna/transmitter site shall be valid, current, unexpired, and fully assignable and transferable to Seller.

d. The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material

respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

14. Conditions Precedent to Seller's Obligation to Close.

Seller shall have no obligation to close this Agreement unless and until the following conditions precedent are met:

a. The FCC has given its consent to the assignment of the FCC authorizations to construct and operate the Station from Seller to Buyer and said consent shall have become final as set forth in paragraph 4.a. herein.

b. The representations and warranties of Buyer as set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

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

15. Buyer's Performance at Closing. At the Closing Buyer will:

a. Pay to Seller the purchase price as described in paragraph 2 herein.

b. Deliver to Seller a certified copy of a resolution of Buyer's board of directors authorizing the consummation of the transactions provided for in this Agreement.

16. Seller's Performance at Closing. At the Closing, Seller shall: