RECEIVED

FEB 2 8 1990

MAR 1 2 34 PM '90

Federal Communications Commission
Office of the Secretary

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

Re Application for Assignment of License/Permit	)	
	)	File Nos.
KWHK(AM)	)	BAL-900131--
KQHK(FM)	)	BAPH-900131--
Hutchinson, Kansas	)	

AMENDMENT

Page 2 of Form 395-A, with the response to Q. II is attached.

Respectfully submitted,

Great American Broadcasting Co.
of Hutchinson Inc.

By: Mack Sanders
President

February 3, 1990

Federal Communications Commission
Washington, D.C. 20554

Approved by OMB
3060-0120
Expires 9/30/90

BROADCAST EQUAL EMPLOYMENT OPPORTUNITY

RECEIVED

FEB 2 8 1990

Federal Communications Commission
Office of the Secretary

MODEL PROGRAM REPORT

1. APPLICANT

Name of Applicant	Address
Great American Broadcasting Company of Hutchinson, Inc.	1200 Baker Street Great Bend, KS 67538
Telephone Number (include area code) (316) 792-4317	

2. This form is being submitted in conjunction with:

[ ] Application for Construction Permit for New Station

[X] Application for Assignment of License

[ ] Application for Transfer of Control

(a) Call letters (or channel number of frequency) .....

(b) Community of License (city and state) .....

(C) Service:

[X] AM [X] FM [ ] TV [ ] Other (Specify) _____

INSTRUCTIONS

Applicants seeking authority to construct a new commercial, noncommercial or international broadcast station, applicants seeking authority to obtain assignment of the construction permit or license of such a station, and applicants seeking authority to acquire control of an entity holding such construction permit or license are required to afford equal employment opportunity to all qualified persons and to refrain from discrimination in employment and related benefits on the basis of race, color, religion, national origin or sex. See Section 73.2080 of the Commission's Rules. Pursuant to these requirements, an applicant who proposes to employ five or more full-time employees must establish a program designed to assure equal employment opportunity for women and minority groups (that is, Blacks not of Hispanic origin, Asians or Pacific Islanders, American Indians or Alaskan Natives and Hispanics). This is submitted to the Commission as the Model EEO Program. If minority group representation in the available labor force is less than five percent (in the aggregate), a program for minority group members is not required. In such cases, a statement so indicating must be set forth in the EEO model program. However, a program must be filed for women since they comprise a significant percentage of virtually all area labor forces. If an applicant proposes to employ fewer than five full-time employees, no EEO program for women or minorities need be filed.

Guidelines for a Model EEO Program and a Model EEO Program are attached.

NOTE: Check appropriate box, sign the certification below and return to FCC:

[ ] Station will employ fewer than 5 full-time employees; therefore no written program is being submitted.

[XX] Station will employ 5 or more full-time employees. Our Model EEO Program is attached. (You must complete **all** sections of this form.)

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 this 3rd day of February, 19 90

Signed Mark Sanders

Title President

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

GUIDELINES TO THE MODEL EEO PROGRAM

The model EEO program adopted by the Commission for construction permit applicants, assignees and transferees contains five sections designed to assist the applicant in establishing an effective EEO program for its station. The specific elements which should be addressed are as follows:

I. GENERAL POLICY

The first section of the program should contain a statement by the applicant that it will afford equal employment opportunity in all personnel actions without regard to race, color, religion, national origin or sex, and that it has adopted an EEO program which is designed to fully utilize the skills of qualified minorities and women in the relevant available labor force.

II. RESPONSIBILITY FOR IMPLEMENTATION

This section calls for the name (if known) and title of the official who will be designated by the applicant to have responsibility for implementing the station's program.

III. POLICY DISSEMINATION

The purpose of this section is to disclose the manner in which the station's EEO policy will be communicated to employees and prospective employees. The applicant's program should indicate whether it: (a) intends to utilize an employment application form which contains a notice informing job applicants that discrimination is prohibited and that persons who believe that they have been discriminated against may notify appropriate governmental agencies; (b) will post a notice which informs job applicants and employees that the applicant is an equal opportunity employer and that they may notify appropriate governmental authorities if they believe that they have been discriminated against; and (c) will seek the cooperation of labor unions, if represented at the station, in the implementation of its EEO program and in the inclusion of nondiscrimination provisions in union contracts. The applicant should also set forth any other methods it proposes to utilize in conveying its EEO policy (e.g., orientation materials, on-air announcements, station newsletter) to employees and prospective employees.

IV. RECRUITMENT

The applicant should specify the recruitment sources and other techniques it proposes to use to attract qualified minority and female job applicants. Not all of the categories of recruitment sources need be utilized. The purpose of the listing is to assist the applicant in developing specialized referral sources to establish a pool of qualified minorities and women who can be contacted as job opportunities occur. Sources which subsequently prove to be nonproductive should not be relied on and new sources should be sought.

V. TRAINING

Training programs are not mandatory. Each applicant is expected to decide, depending upon its own individual situation, whether a training program is feasible and would assist in its effort to increase the available pool of qualified minority and female applicants. Additionally, the applicant may set forth any other assistance it proposes to give to students, schools or colleges which is designed to be of benefit to minorities and women interested in entering the broadcasting field. The beneficiary of such assistance should be listed, as well as the form of assistance, such as contributions to scholarships, participation in work study programs, and the like.

MODEL EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

I. GENERAL POLICY

It will be our policy to provide employment opportunity to all qualified individuals without regard to their race, color, religion, national origin or sex in all personnel actions including recruitment, evaluation, selection, promotion, compensation, training and termination.

It will also be our policy to promote the realization of equal employment opportunity through a positive, continuing program of specific practices designed to ensure the full realization of equal employment opportunity without regard to race, color, religion, national origin or sex.

To make this policy effective, and to ensure conformance with the Rules and Regulations of the Federal Communications Commission, we have adopted an Equal Employment Opportunity Program which includes the following elements:

II. RESPONSIBILITY FOR IMPLEMENTATION

(Name/Title) Mack Sanders will be responsible for the administration and implementation of our Equal Employment Opportunity Program. It will also be the responsibility of all persons making employment decisions with respect to the recruitment, evaluation, selection, promotion, compensation, training and termination of employees to ensure that our policy and program is adhered to and that no person is discriminated against in employment because of race, color, religion, national origin or sex.

III. POLICY DISSEMINATION

To assure that all members of the staff are cognizant of our equal employment opportunity policy and their individual responsibilities in carrying out this policy, the following communication efforts will be made:

MM96-99

LAW OFFICES
KENKEL AND ASSOCIATES
1220 NINETEENTH STREET, N.W.
SUITE 202
WASHINGTON, D.C. 20036

JOHN B. KENKEL
SCOTT CINNAMON

TELEPHONE
(202) 659-4401
(202) 659-4402

FEB 15 2 47 PM '90

AUDIO SERVICES

January 31, 1990

RECEIVED

JAN 31 1990

FCC
FEE SECTION

Secretary
Federal Communications Commission
Fee Filing Window
1919 M Street, N.W., Room L-18
Washington, D.C. 20554

In re: Application(s) For Assignment
of License and Permit, Respectively
AM Broadcast KWHK, Hutchinson, KS
Commercial FM KQHK, Hutchinson, KS

Dear Madam Secretary:

At your fee filing window, I am filing herewith the original and two copies of FCC Form 314 and required exhibits, being an application for Commission consent to the assignment of license of AM station KWHK, 1260 Khz, Hutchinson, KS and of the permit for commercial FM station KQHK from 97.1 Mhz, Hutchinson, KS,

KWHK Broadcasting Co., Inc.
Hutchinson, KS

to

Great American Broadcasting Co. of Hutchinson, Inc.
Hutchinson, KS

The FCC filing fee, $500.00 for the AM license and $500.00 for the FM CP, is enclosed, with a check in the amount of $1000.00 made payable to the order of the Commission.

If there is any question in connection with this application, would you please advise the undersigned.

Very truly yours,

John B. Kenkel

Enclosures

MM 96-99

Commission Use Only
File No. BAPH-900131EJ
BAL-900131EI

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

Approved by OMB
3060-0031
Expires 6/30/89

FEB 15 2 47 PM '90
AUDIO SERVICES DIVISION

APPLICATION FOR CONSENT TO ASSIGNMENT OF BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE

(Carefully read instructions before filling out form — **RETURN ONLY FORM TO FCC)**

RECEIVED
JAN 31 1990
FCC FEE SECTION

Section I — **GENERAL INFORMATION**

Part I — Assignor

1. Name of Assignor
KWHK Broadcasting Company, Inc.

Street Address: P. O. Box 1967
City: Hutchinson

State: KS
Zip Code: 67504 1967
Telephone No. (316) 663-4461 *(include area code)*

FEE NO: 06027906
FEE TYPE: MKA
FEE AMT: $ 1000.00
ID SEQ: 13

2. Authorization which is proposed to be assigned

(a) Call letters KWHK — Location Hutchinson, KS
~~KOKH~~ KWHK (FM) — Hutchinson, KS

(b) Has the station commenced its initial program tests within the past twelve months? For AM, No; FM CP only ☐ YES ☒ NO

If yes, was the initial construction permit granted after comparative hearing? ☐ YES ☒ NO

If yes, attach as Exhibit No. 1 the showing required by Section 73.3597.

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

Those associated with main authorization

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. N/A an Ownership Report supplying full and up-to-date information.

5. Attach as Exhibit No. 2 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. 3 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

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

MM96-99

SECTION VI

Part I — ~~TRANSFEROR~~ Assignor

~~TRANSFEROR'S~~ Assignor's **CERTIFICATION**

1. The assignor will comply with public notice requirement of Sec. 73.3580 of the rules; YES

Assignor

The ~~TRANSFEROR~~ 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.

Assignor

The ~~TRANSFEROR~~ 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.

Assignor

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

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

Assignor's

I certify that the ~~transferor'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 11th **day of** January **, 19**90

KWHK Broadcasting Company, Inc.

Name of ~~Transferor~~: Assignor

Signature W.L. Mitchell

President

Title

KHWK Broadcasting Co., Inc.
Hutchinson, KS

Assignor's Exhibit 1

There is only nominal, ten dollars, consideration for the FM permit. There are no agreements or understandings for reimbursement of the Assignor's FM expenses or other payments to the Assignor, or for any retention of ownership interest or benefits or means to acquire same specified in Sec. 73.3597(c)(1), (2), (3), (i). Responses to Secs. 73.3597(c)(ii), (2) and (3)(ii) are, each, none. Agreement par. 30 provision for non-ownership, board of directors (two) membership relates to basic operation being acquired, AM, and not directed to FM permit.

KWHK Broadcasting Company, Inc.
Hutchinson, KS

Assignor's Exhibit 2

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

by and between

KWHK BROADCASTING CO., INC.

"The Seller"

and

GREAT AMERICAN BROADCASTING COMPANY OF HUTCHINSON, INC.

"The Buyer" Dated: January 8, 1990

---

1. PARTIES. The parties to this Agreement are KWHK Broadcasting Co., Inc., 119 West Sherman, Hutchinson, Reno County, Kansas 67504-0604, hereinafter referred to as the "Seller", and Great American Broadcasting Company of Hutchinson, Inc. with its principal place of business now located in 525 North Main, Hutchinson, Kansas 67502, hereinafter referred to as the "Buyer."

2. PURPOSE. Seller is the licensee of and owns and operates radio station KWHK (Hutchinson, Kansas), and permitee of FM KQHK which stations the Seller desires to sell and Buyer desires to purchase, all the real and personal (tangible and intangible) assets of the Seller used or useful in the operation of the Stations, except items such as receivables and cash in accordance with the terms and conditions hereinafter provided, and Buyer desires to secure and Seller is willing for Buyer to receive certain assignments of certain agreements, and authorizations issued by the Federal Communication Commission (FCC) for the operation of the stations, all in accordance with the following terms and conditions provided, and NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, warranties and agreements herein contained, the parties hereby agree as follows:

3. ASSETS TO BE CONVEYED: On the "Closing Date", as defined in

Paragraph 22, hereof, Seller will assign, transfer, sell, convey and deliver to Buyer the licenses, authorization, real and personal assets, agreements and leases described below:

(a) All of the licenses and other authorizations issued by the FCC for the operation of the Station, as listed and described on Exhibit "A", attached hereto and made a part hereof;

(b) All of the tangible personal property used and useful in the operation of the Station, as listed, warranted and described on Exhibit "B", attached hereto and made a part hereof, together with the replacement thereof or additions thereto, made between the date hereof and the closing date;

(c) All that lot or parcel of land, together with improvements thereon, shown on Exhibit (C) attached hereto and made a part hereof;

(d) All of the agreements listed and described on Exhibit "D", attached hereto and made a part hereof, relating to the operation of the Station, and which remain in effect on the Closing Date, and which Buyer shall assume, subject to any required consent by the other party to the contract, which consents will be obtained by the mutual efforts of the parties.

(e) All other agreements of Seller relating to the operation of the Station which are entered into in the ordinary course of business between the date hereof and

the Closing Date and which Buyer shall have specifically agreed, in writing, to assume;

(f) All of the intangible personal property used and useful by Seller, including without limitation advertising promotional material, logs, and such books, records and business records (including without limitation advertising lists, files and correspondence, but excluding Seller's articles of incorporation, by-laws, tax returns and minutes) as Buyer may reasonably request as described on Exhibit E attached hereto; and

(g) All of Seller's right and interest in and to the call letters of said stations;

The foregoing licenses, authorizations, assets and agreements owned by Seller are to be assigned, transferred and conveyed to Buyer, by good and sufficient bill of sale, warranty deed, and/or other documents of transfer, free and clear of all liens, charges, encumbrances, debts, liabilities and obligations whatsoever, unless specifically described herein and except obligations which arise after the Closing Date and are expressly assumed in writing by Buyer. As of the Closing Date, Seller shall have secured the release and termination of all liens and security interests currently existing in favor of any creditor, except those liens and agreements that shall be assumed and paid by Buyer.

4. **PURCHASE PRICE.** Buyer shall pay or cause to be paid to Seller on the Closing Date for the assets purchased by Buyer from Seller, the gross sum of **Six Hundred Thousand and no/100 ($600,000)**

(Purchase Price), which Purchase Price shall be paid and allocated at Closing as follows:

(a) Gross Price as follows: 600,000

Allocated as follows:

said balance of $600,000 to be represented by a one year negotiable promissory note to be paid as follows:

$7,929.06 per month on a 10 year amortization at 10% per annum interest of said balance, in 10 years the entire balance being due and owing and payable one year after closing date unless Buyer extends said period in writing and a new note due in one year on a 10% - 10 year amortization will be issued. But in any event the entire balance is due and payable two years after the closing date without fail. At closing the Buyer will use its best efforts to pay $50,000 in which time a note will be issued for $550,000 on a 10 year amortization paying $6,607.55 per month. At the end of the 1st year if said note is extended Buyer will pay $200,000 and a new note issued for $350,000 on a 10 year amortization at 10% for one additional year paying $4,625.29 per year.

5. REPRESENTATIONS, COVENANTS AND WARRANTIES OF SELLER. Seller hereby represents, warrants, covenants and agrees as follows:

(a) That Seller is now and as of the Closing Date will be a corporation duly organized, validly existing

and in good standing under the laws of Kansas; that Seller has now and as of the Closing Date will have full and complete corporate authority, including any and all approvals by its Board of Directors and shareholders, to enter into, execute, perform and carry out all provisions of this Agreement and to execute all instruments incident hereto; that the signatures appearing for Seller at the end of this Agreement have been affixed pursuant to such specific authority as under applicable law is required to bind Seller, and that this Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms

(b) That Seller is now and as of the Closing Date will be the holder of valid licenses and other authorizations issued by the FCC authorizing and necessary for the operation of the Station; that Seller's operation of the Station is and will be between the date hereof and the Closing Date consistent with the terms and conditions of its FCC authorizations; that all ownership reports, renewal applications and other reports and documents required to be filed by Seller with the FCC have been and as of the Closing Date will have been properly filed; and, that Seller will not, without Buyer's prior written consent, by any act or omission of Seller, its directors, officers, employees, or agents, surrender, modify, forfeit or fail to seek renewal on regular terms, of any

license or authorization of the FCC or cause the FCC to institute any proceedings for the cancellation or modification of any such license or authorization;

(c) That, in addition to those licenses and authorizations listed on Exhibit A, Seller is now and at the time of Closing will be the holder of any licenses, authorizations and permits necessary to the lawful operation of the Station as it is now being conducted.

(d) That Seller has entered into the contracts and commitment listed on Exhibit D; that true and complete copies of such written contracts and loans to be assumed have been delivered to Buyer prior to the execution of this Agreement; that Seller has complied with the provisions of such contracts and loans and commitments and is not, and as of the closing date will not be in default under any of them; that to the knowledge of Seller no other party to such contracts and loans and commitments is in default under any of them; that such contracts, loans and commitments will be in full force and effect at the Closing Date unless by their terms they expired prior thereto or if any such contract, loan or commitment is in default without fault of Seller; that other than such enumerated contracts, loans and commitments on Exhibit D, Seller has no other presently existing material contract, loan or commitment, oral or written, relating to the Stations;

(e) That except as may be disclosed in writing to Buyer, there are no employment contracts (other than those terminable at will without premium or penalty), employee benefit plans or arrangements applicable to the Stations, including, without limitation, pension or profit sharing plans, company contributions to hospitalization or other insurance programs and vacation and sick leave policies, or bonuses or collective bargaining agreements, which shall survive the Closing Date and become obligations of Buyer thereafter and, that a list of all of Seller's employees and their annual rate of compensation has been delivered to Buyer, including management salaries as per Exhibit F.

(f) That Seller now has in force the casualty and liability insurance listed on Exhibit G; that such insurance coverage is sufficient in amount to adequately protect the assets and business of Seller; that Seller is not in default under any of the insurance policies listed on Exhibit G; and that such insurance coverage or equivalent coverage shall remain in full force and effect until the Closing Date at which time Buyer has the option of assuming said insurance pro rata;

(g) That between the date of this Agreement and the Closing Date, Seller's business relating to the Station will be conducted in the ordinary course and the Station will be operated only in the normal and usual manner;

that Seller will maintain its books and records in the normal and usual manner as heretofore; that there will be no expenditures incurred, or contracts or commitments made relating to the Station except in the normal and usual conduct of Seller's business relating to the Seller will use its best efforts to preserve such business and properties intact, and preserve for Buyer the goodwill of Station's suppliers, employees, customers and others having business relations therewith;

(h) That from the date of this agreement to the Closing Date:

(1) Seller will not sell, lease, transfer, exchange, assign or otherwise dispose of, any of its property or assets being sold hereunder; and

(2) Seller will not suffer to exist any mortgage, pledge, lien or other encumbrance or charge of any kind (including any charge upon property purchased or acquired under conditional sales or other title retention agreements) upon any of the property or assets being sold hereunder, except liens of current taxes and assets not yet due and payable and liens which will be discharged on or prior to the Closing Date;

(i) That Seller now is, and on the Closing Date will be, the owner of the equipment and other tangible personal property listed and described on Exhibit B, ex-

cept when replaced by suitable property of no less than equivalent value in the ordinary course of business, with good and marketable title thereto, free and clear of all liens and encumbrances, except liens of current taxes and assessments not yet due and payable; and disclosed mortgages, and that between the date of this Agreement and the Closing Date, there will be no more than normal wear and tear of such equipment and property and the same now is, and on the Closing
Date will be, in operating condition as disclosed to Buyer;

(j) That between the date of this Agreement and the Closing Date, no contract or commitment will be entered into by or on behalf of Seller relating to the Stations extending beyond the Closing Date, except normal commitments for the purchase of supplies, or other contracts or commitments in the normal course of business; and, that Seller will at the time of Closing have no agreements to be assumed by Buyer other than those expressly assumed by Buyer hereunder;

l. That:

(1) To the knowledge of Seller there is no litigation or proceeding pending or threatened against or relating to Seller, its properties or business, nor does Seller know of any basis for any such action;

(2) Seller does not know of any basis for any current or prospective governmental investigation or action relative to Seller, its properties or business; and

(3) Seller is not in material default with respect to any judgment, order, writ, injunction or decree of any court or in violation of any statute, ordinance or regulation relating to the Stations;

(k) That Seller has as of the date of this Agreement, and as of the Closing Date will have the right, power and authority to make, observe, keep and perform, as the case may be, all the warranties, representations, indemnities, terms, provisions, covenants, conditions and agreements contained in this Agreement to be kept, or performed by Seller; and that the execution of this Agreement, the consummation of the transactions hereby contemplated and the performance of this Agreement by Seller (1) will not result in any breach or violation of, or constitute a default under any agreement, corporate charter, by-law or other instrument to which Seller is a party, and (2) except as with respect to the FCC, as heretofore set forth, will not require the consent of any governmental agency;

(l) That the real and personal (tangible and intangible) assets to be acquired hereunder constitute

all the real and personal (tangible and intangible) assets used in or necessary to the operation of the Stations as presently conducted;

(m) That Seller has substantially complied with and observed all statutes, rules or regulations applicable to the operation and conduct of the business of the Stations;

(n) That Seller does not know of any facts which would cause the FCC to deny its consent to the assignment of Stations and should any such facts come to the attention of Seller, it will promptly notify Buyer thereof and use its reasonable efforts to take such steps as may be necessary to remove any such impediment to the assignment;

(o) That Seller in the conduct of the Station's affairs has substantially complied with all applicable laws and regulations relating to the employment of labor, including without limitation those related to wages, hours, collective bargaining, discrimination, employee pension and welfare benefit plans, and Seller is not liable for any penalties for failure to comply with any of the foregoing; that there are no unfair labor practice claims or charges pending or threatened, involving the Stations; and that there is no campaign being conducted to solicit cards for employees to authorize any union to request a National Labor Relations Board certification

election with respect to any employee of the Stations; and

(p) That all trade, barter or similar arrangements for the sale of advertising time for other than cash are listed on Exhibit H, attached hereto, and to the extent the services or other items to be received by the Stations are not on the Closing Date equal to the Station's remaining performance obligations under such arrangements, such difference, if it does not exceed $10,000 shall be forgiven but if it exceeds $10,000 then the excess shall be adjusted in the purchase price.

(q) There are no agents, brokers, sales persons or representatives involved in this transaction and there are no commissions, fees or monies due to any broker, agent, salesperson or individual for negotiating the sale of the properties involved herein or bringing the parties together.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER. Buyer represents, warrants, covenants and agrees as follows:

(a) That Buyer is now and as of the Closing Date a legal entity who is able to enter into, execute, perform and carry out all provisions of this Agreement and to execute all instruments incident hereto; that the signatures appearing for Buyer at the end of this Agreement have been affixed in his individual capacity to bind Buyer and, that this Agreement constitutes the

legal, valid and binding obligation of Seller enforceable in accordance with its terms;

(b) That this Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable in accordance with its terms;

(c) That Buyer does not know of any facts which would disqualify Buyer under the Communications Act of 1934, as amended, from owning or operating the Station or which would cause the FCC to deny its consent to the assignment of the Station to Buyer and should any such facts come to Buyer's attention, Buyer will promptly notify Seller thereof, and subject to the provisions of this Agreement, use reasonable efforts to take such steps as may be necessary to remove such disqualifications;

(d) That Buyer has the right, power and authority to make, observe, keep and perform, as the case may be, all the warranties, representations, indemnities, terms, provisions, covenants, conditions and agreements con tained in this Agreement on its part to be kept, observed or performed, upon the signing of this Agreement by Buyer; and that the consummation of the transactions hereby contemplated and the performance of this Agreement by Buyer will not conflict with or result in any breach or violation of, or constitute a default under, any laws or regulations or agreement, corporate charger, by-law or other instrument to which Buyer is a party;

(e) There are no agents, brokers, salespersons or representatives involved in this transaction and there are no commissions, fees, or monies due to any broker, agent, salesperson or individual for negotiating the sale of the properties involved herein or bring the parties together.

7. ADJUSTMENTS.

(a) All taxes and assessments, deposits, power and utility charges, all contracts to be assigned to Buyer (as shown on Exhibit D hereof), and all income, expenses, and costs pertaining to the conduct and operation of the Stations' business, shall be allocated effective as of 12:01 A.M. on the Closing Date, so that as between Seller and Buyer, Seller shall receive all revenues and shall be responsible for all expenses, costs and liabilities allocable to the period prior to 12:01 A.M. on the Closing Date and Buyer shall receive all revenues and shall be responsible for all expenses, costs and liabilities allocable to the period after 12:01 A.M. on the Closing Date. All revenues, expenses, costs and liabilities that are earned or incurred as a result of particular programs and announcements shall be allocated according to the time of performance of such programs and announcements without regard to the date of payment therefor. For purposes of this subsection, all expenses, costs and liabilities for services actually rendered or

goods received prior to the Closing Date shall be deemed allocable to the period prior to the Closing Date and Seller shall be responsible for such expenses, costs and liabilities. Buyer shall be responsible for all expenses, costs and liabilities for services actually rendered and for all goods received by Buyer on or after the Closing Date. Such allocations shall be determined and payment accordingly made from one party to the other, as the case may be, on the Closing Date to the extent they are known and agreed to by both parties; otherwise such allocations shall be determined and payment made (effective as of the Closing Date) ninety (90) days thereafter (called the Adjustment Date). Notwithstanding anything herein to the contrary, any claims for tortious conduct asserted against Seller, Station or Buyer which stem from action of Seller or Station prior to the Closing Date shall be the responsibility of Seller; (provided, however, that Seller shall not under any circumstances be responsible for actions of Buyer);

(b) Notwithstanding the above, should the amount of any of the above allocable items, including but not limited to personal property taxes, not be known by the Adjustment Date, the allocation of such items shall be determined and payment made to Buyer or Seller, as the case may be, thirty (30) days after such amount is known

or based on last years figures.

8. EXPENSES. The expenses involved in the preparation and consummation of this Agreement shall be borne by the party incurring same. All FCC filing fees or the application or applications required by this Agreement and all FCC grant fees assessed pursuant to the Rules of the FCC, if any, shall be shared equally by Buyer and Seller. Any other taxes shall be shared equally by Buyer and Seller.

9. REASONABLE ACCESS BY BUYER PENDING CLOSING. Seller shall give to Buyer, and to its counsel, accountants, engineers and other representatives, full and reasonable access, including such access as may be necessary for Buyer's employees or accountants to conduct a complete audit in accordance with generally accepted accounting principles, during normal business hours, upon reasonable notice, throughout the period prior to the Closing, to all of Seller's properties, books contracts, commitments and records, and shall furnish Buyer during such period with all such information concerning Seller's affairs as Buyer may reasonably request.

10. CONTINGENCY OF OBLIGATIONS OF BUYER. All obligations of Buyer under this Agreement are subject to the fulfillment, prior to or at the Closing Date, of each of the following conditions, any of which Buyer may waive in writing:

(a) That the representations and warranties of Seller contained in this Agreement or in any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true in all material respects at and as of