

beginning on the 25th month from closing payable monthly. There shall be no penalty for pre-payment and only interest accrued to the date of full payment shall be due. The note shall be payable by the fifteenth (15th) of each month with a grace period of not more than thirty (30) days past due. This note shall be assignable to another party on with the written consent of the note holder (Seller), and such consent shall not be unreasonably withheld. Upon such consent by seller, Buyer will be released from further responsibility on said note.

(b) As security for the payment of the Note, Buyer will give Seller a first mortgage on the KKVU-AM/FM real estate purchased and a first security interest in all KKVU-AM/FM tangible assets.

(c) It is further agreed that the Note will be executed by Buyer and payable to Sellers, in the form attached hereto and marked Exhibit G. This Note shall be secured by a Deed of Trust on the real estate belong to the Corporation, see Exhibit H and the UCCL and financing statement to be filed and attached hereto and marked Exhibit I of all of the personal property being sold herein to the Buyer.

(d) The undersigned Guarantor hereby personally guarantee all payments due on the Note. In the event of default in payment by the Buyer herein, then the undersigned Guarantor agree to pay the payment or any portion thereof as provided herein, within ten (10) days from date notice is mailed to Guarantors at their addresses as contained herein. In the event the security herein is not sufficient to pay the balance due on the Note, then Guarantor herein agree to pay any deficiency, if any.

(e) It is agreed that Seller will transfer title to the real estate herein to Buyer by Warranty Deed and Buyer agrees to execute and deliver to Seller a Trust Deed on said real estate. Seller agrees to transfer the Broadcast Assets herein by Bill of Sale, and Buyer agrees to execute UCC1 (See Exhibit I) for personal and fixture filings as required by Utah law.

(f) In the event of default by Buyer herein, Seller may repossess the Broadcast Assets particularly described in Exhibit B of this agreement. Both buyer and seller understand that the transfer and assignment of the licenses, under default, are governed by Section 73.1150 of the Commission's Rules (47 CFR 73.1150) and each represents that this Section of the Commission's regulations will control all rights and obligations concerning the disposition of the licenses in the event that there is a default under this agreement.

(g) Escrow Holder: All payments due herein shall be paid to Logan Savings and Loan, 399 North Main, Logan, Utah 84321, who shall act as an escrow holder herein. Seller shall have the right to designate a successor escrow holder by written notice to Buyer. It is agreed between the parties that a copy of this contract together with the request for reconveyance of the Trust Deed and the termination statement releasing UCC filings shall be deposited in Escrow with the Escrow Holder herein together with a copy of the title Insurance to be delivered to the Escrow Holder to the Buyer when the terms and conditions of this contract have been fully complied with by the Buyer. All payments will be made at the office of the Escrow Holder unless otherwise directed by written notice signed by the Seller or noted hereon. In the event

the Buyer's failure to comply with the terms and conditions of this agreement within ten (10) days after written notice of default is given to Buyer by certified mail (during which time Buyer may correct such default) then if default is not corrected, the Escrow Holder is directed to return all such documents to seller pursuant to Seller's written request. The escrow Holder is a mere stakeholder and is not guaranteed to collect any payments provided in this agreement or to pay any taxes or insurance on the property and shall not be responsible for any damage to the said property and are not liable thereof for any matter except its own wrongful acts or negligence. The escrow agent, at its option, may at any time withhold delivery of any and all documents or payment made hereunder to any party until the rights, powers and duties under the contract or as required by the Escrow Agent has been settled and acceptable between the parties by further written instruction of the parties or as finally determined by judicial action.

COVENANT NOT TO COMPETE

5. Covenant Not to Compete. Seller, Glacus G. Merrill, covenants for a period of 5 years following the date of closing, he will not, directly or indirectly, own or operate, or participate in any way with the ownership or operation; have an interest in; or permit his name to be used in connection with any radio or television broadcast station licensed to communities located in Box Elder County, Utah; in return for this covenant, Buyer will pay Seller \$ 5,000 out of the down payment for this

covenant.

6. (a) Seller shall pay all federal, state, and local conveyance, sales and transfer taxes, if any, owing on account of the conveyance of Station and its property to Buyer.

(b) Seller shall pay their pro-rata share of any real estate taxes pro-rated to date of Closing.

7. Buyer shall be assigned all contracts, leases and agreements relating to the seller's assets, the Stations and operation of the Stations.

8. Seller shall pay any brokerage or finder's fees if any.

9. Operation Expenses, including but not limited to, such items as power and utility charges, real and personal property taxes, rents, contract obligations, and similar prepaid and deferred items of expense or income shall be prorated between Buyer and Seller, the proration to be made insofar as feasible, on the closing date, with a final settlement within ninety (90) days after closing date. Seller to the full extent permitted by Utah law, shall assign to Buyer, as the successor to Seller's business, all of seller's interest or rights in the balance of funds deposited with or credited to its accounts with the Employment security commission for the state of Utah for unemployment tax purposes, and seller shall execute any instruments and take all such other action reasonably requested of it by Buyer and may enable Buyer to succeed to said account.

FCC MATTERS

10. Commission Consent to Assignment of Licenses.

Notwithstanding anything herein to the contrary, the terms and conditions of this Agreement are subject to a Final Order of the

Commission prior to Closing granting consent to the assignment of the Licenses by Seller to Buyer. Parties however can mutually agree to waive the Final Order and close upon Staff Consent by the FCC.

11. Application to consent - cooperation of the Parties

Buyer and Seller shall use their best efforts to prepare and file an application requesting Commission Consent to assignment of the licenses not later than fifteen (15) days from the date of this Agreement. They shall promptly and diligently file and expeditiously prosecute all necessary amendments to the application, briefs, pleadings, documents and supporting data and take all such actions and give all such notices as may be required or requested by the commission or as may be appropriate in an effort to expedite the approval of the Commission of the assignment of the Licenses to Buyer. Seller shall also make request to the FCC for an extension of time permitted to construct the FM upgrade. Delay in building the construction permit was caused in part to a) default on note of previous owner, b) unwillingness of land owner at the proposed site for FM CP to lease or sell land and c) securing new site for FM station upgrade.

12. Cost and Expenses. Buyer and Seller each shall bear their own legal fees and other costs and expenses with respect to this transaction, including preparation and prosecution of commission applications. The cost of filing fees and grant fees imposed by the Commission shall be borne equally between Buyer and Seller. If any portion of the commission's filing fees paid

in connection with this transaction is subsequently refunded, the amount of the refund shall be shared by Buyer and seller. Buyer shall pay all recording fees in connection with the transaction contemplated by this Agreement. Seller will pay the cost of the title insurance referred to in paragraph 21 hereof. Seller will be paid for engineering and filing fees required in upgrading the FM station Construction Permit. The costs of transmitters, towers, and associated equipment needed to upgrade the FM station are solely the responsibility of the Buyer.

13. OPERATION OF THE STATION BEFORE CLOSING. It is understood between the parties that the stations are currently dark and a necessary request will be made to the FCC to permit said stations to remain dark until assignment of license is granted to Buyer from Seller. Parties will file with the Commission all documents required to be filed in connection with the operation of the Station. Prior to closing, Seller is responsible for all operations associated with stations.

14. Control and access. Prior to Closing, Buyer and its agents will not directly or indirectly control, supervise or direct the operations of the Stations except as heretofore. Such operations shall be the sole responsibility of and in the complete discretion of Seller. Buyer shall, however, be permitted reasonable access and inspection of the records and property of the stations during regular business hours and be furnished reasonable material relating to the station as it may reasonably request and as are regularly prepared in the ordinary course of business.

15. Condition on Assignment Consent. In the event the

Commission's Final Order consenting to assignment of the Licenses to Buyer contains a condition, and Buyer determines in good faith that the condition is materially adverse to Buyer, Buyer shall have the right to terminate this Agreement upon written notice to Seller within ten (10) days after such Final Order becomes effective as such. Thereafter, neither Buyer nor seller shall have any further obligations or liabilities arising from this agreement and the escrow deposit with interest shall be terminated and refunded to Buyer.

16. Time for commission Consent-Termination. If no Final Order is secured on or before nine (9) months from the date hereof, this Agreement may be terminated at the option of either seller or Buyer upon the given ten (10) days written notice to the other and, in the absence of a material breach by either of the parties, Buyer and Seller shall thereupon be released and discharged of all obligations hereunder and the escrow deposit with interest shall be terminated and refunded to Buyer.

COVENANTS, REPRESENTATIONS AND
WARRANTIES OF SELLER

17. Covenants, Representations and Warranties of Seller.
Seller makes the following representations and warranties:

(a) Title to Transferred Assets Seller on the closing date will have good and marketable title to all of the Broadcast Assets, free and clear of all liens, Security interest charges and encumbrances whatsoever which would materially impair such marketability except as may otherwise be set forth in Schedules A, B, and C hereof.

(b) Financial Statements. Seller makes no representations as

to any financial statements provided to Buyer. Seller obtained any such financial statements from the records found at the station when it was repossessed.

(c) Contracts. Schedule C is a complete list or description of all contracts and understandings, written or oral, relative to the Stations in existence at the date of this Agreement.

(d) Licenses. Schedule E is a true and complete list of all licenses currently held by Seller for the Stations and the auxiliary stations used with-it. The licenses are free and clear of legal disqualifications or other restrictions of such nature as would materially limit the full operation of the Stations as presently conducted. Except as described in Schedule D, there are no applications, petitions to deny, material complaints or proceedings known by Seller to be pending before the Commission and relating to the business and operations of the Stations. It should be noted that the commission has authorized Stations to be dark and an extension of such authorization has been made to coincide with assignment of license request.

(e) Employment Contracts. Seller has no employment contracts with persons employed in the operation of the Stations, and no employee benefit plans for such persons which will survive the Closing.

(f)(1) Tangible Broadcast Assets. The Tangible Broadcast Assets which are among the physical assets listed in Schedule B will on the Closing Date, be in proper operating condition, normal wear and tear excepted, and will permit the Stations to operate in accordance with the Rules and Regulations of the

Commission (specifically Rules 73.47 and 73.254) and in accordance with the Standard of Good Engineering Practice. Seller will maintain its normal inventory of supplies and spare parts which are utilized in the operation of the Stations and being conveyed pursuant hereto.

(2) Public File. The Stations' Public Files are or will be at closing, full and complete and in good order as required by the Commission's rules.

(g) Insurance. All of the Broadcast Assets and the building and its contents which are of an insurable character are insured above reasonable deductible limits by financially sound and reputable insurance companies against loss, damage by fire and other risks to the extent and in the manner customary for such Broadcast Assets. Seller will maintain or cause to be maintained such insurance until the Closing. Said insurance shall be loss payable to Seller and be in the amount not less than \$ 150,000.

(h) Laws and regulations. At Closing, the Stations will be in substantial compliance with all applicable federal, state and local laws, ordinances and regulations. Seller agrees that prior to the Closing Date, if it becomes aware of any violations of the Communications Act of 1934, as amended, or of the Rules and Regulations of the Commission, it will remove all such violations or be responsible for the costs of removing such, including the payment of any fines that may be assessed before or after Closing for any such violations.

(i) Labor Relations. There are currently no employees of the Stations and as of the date of this Agreement, there are no controversies pending or threatened between Seller and any

employees.

(j) Conduct of Station Business. Since the stations are currently dark, there is no business on said stations.

(k) Restrictions of Transfer. Between the date hereof and the Closing Date, Seller will not transfer, convey or assign to any other person any of the Broadcast Assets unless, in the case of tangible assets including the Broadcast Assets, the same are replaced by assets of equal quality and usefulness.

(l) Personnel. There are no personnel at the station.

(m) Taxes. As of the closing date, seller will have paid and discharged all taxes, assessments, excises and levies for which it is obligated under this Agreement and which are then due and payable and which, if not paid, would interfere with Buyer's enjoyment of the assets and other items conveyed hereunder. All taxes, real or personal, shall be prorated to closing date.

(n) Trade-Out Agreements. There are not trade out or credits that seller is aware of at this time and will not be any as of closing unless Buyer expressly agreed to assumption of such.

(o) Buyers agree not to permit any waste to occur on said property during the executory period of this escrow and to keep the property in a good state of repair during the entire period of this agreement, and to keep the station and equipment in good operating condition at their sole expense, and in as good condition except normal wear and tear as it was when received by them from the seller. Seller has the right to inspect the said building and equipment at all reasonable times to determine the state of repair during the term of this agreement.

COVENANTS, REPRESENTATIONS
AND WARRANTIES OF BUYER

18. Covenants, Representations and Warranties of Buyer.

Buyer makes the following representations and warranties:

(a) Buyer is or will be on the Closing Date organized and in good standing to do business under the laws of Utah and is authorized to enter into this Agreement, to carry out the transactions contemplated hereby, and to be a licensee of a Broadcast Station. Buyer will file whatever necessary documents required by law to do business in the State of Utah.

(b) Covenant to Maintain Insurance. All of the Broadcast Assets and the building and its contents which are of an insurable character are insured above reasonable deductible limits by financially sound and reputable insurance companies against loss, damage by fire and other risks to the extent and in the manner customary for such Broadcast Assets. Buyer will maintain such insurance after closing in the amount of at least \$150,000. If the event of any asset loss or damage claims received from insurance company, said money will be applied by buyer to replace said assets with assets of like nature.

IDEMNIFICATION

19. Indemnification by Buyer and Seller.

(a) Buyer does assume and is obligated to pay all outstanding liabilities of seller at the time of closing, which liabilities are attached hereto and marked exhibits C & D and the

buyer shall be obligated to perform all obligations of Seller of any kind or manner by reason of contracts expressed or implied and assumed by Buyer herein.

(b) Buyer agrees to comply with the Bulk Sale Laws of the State of Utah and to notify creditors and suppliers prior to the closing that they are purchasing the interest of the Seller herein and the Seller has sold all of his interest to the Buyer and the Buyer will be solely responsible for all claims of indebtedness thereafter.

PRORATION

20. PRORATION. State and local taxes, real and personal, upon the Broadcast Assets; prepaid items such as prepaid licenses and rent and insurance; utility charges; Commission annual license or other fees, if any; and any others shall be prorated and accounted for insofar as practicable as between Seller and Buyer as of 12:01 a.m. current local time on the day immediately following the Closing Date. An appropriate payment shall be made by Seller to Buyer or Buyer to Seller, as the case may be, on the basis of such proration not later than sixty (60) days after the Closing date.

RISK OF LOSS

21. Risk of Loss. The risk of any loss or damage to the Broadcast Assets shall be on Seller at all times prior to the Closing Date. In the Event of any loss or damage, Seller shall

repair, replace or restore such assets as soon as possible. If any lost or damaged assets shall not have been repaired, replaced or restored by the Closing Date or by any agreed postponed date, Buyer shall have the right, by giving written notice of its election so to do, to either (i) terminate this Agreement forthwith without any further obligation hereunder or (ii) proceed with the closing, in which latter event Seller shall pay or assign to Buyer all insurance proceeds paid or payable to Seller as a result of such loss or damage and not theretofore expended by Seller in repair, replacement or restoration of the lost or damaged assets.

CONDITIONS PRECEDENT TO BUYER'S
OBLIGATION TO CLOSE

21. Conditions Precedent to Buyer's Obligations. The following shall be conditions precedent to Buyer's obligation to close:

(a) Representations, Warranties and Covenants. The representations and warranties of seller contained herein shall be true in all material respects as of and at the Closing Date as though made on such date except for changes permitted by this Agreement. Seller shall have performed and complied with all obligations and covenants required by this Agreement to be performed or complied with by Seller on or prior to the Closing Date. Seller shall have delivered to Buyer a certificate dated the closing date and signed by an officer of the Seller attesting to the above.

(b) Title Insurance. A title insurance company satisfactory to Buyer shall have issued to Buyer a title binder agreeing that, upon delivery and recording of a deed or deeds of the real property in an amount at least equal to \$50,000 guaranteeing that Buyer has good and marketable title to such real property in fee simple, free and clear of all liens, charges and encumbrances, subject only to any exceptions set forth in Schedule A.

(c) Delivery of Closing Documents. Seller shall have delivered to Buyer the Closing Documents described hereinafter in paragraph 23 of this Agreement.

(d) Consent. On the Closing date, each person entity, the consent or approval of which to the sale, conveyance, transfer and assignment of the Broadcast Assets or any material part thereof, to Buyer as herein provided is then required, shall have duly consented or approved such sale, conveyance, transfer and assignment, except insofar as such consent or approval shall have been expressly waived by Buyer.

CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

22. Conditions Precedent to seller's Obligation to Close.

The following shall be conditions precedent to seller's obligation to close:

(a) The buyer herein agree to make and execute the Note as above set forth, which note will be paid to the Sellers pursuant to their respective interest as set forth in the preceding paragraph. The Note is secured by a Deed of Trust on the real estate belonging to the Sellers, see Exhibit H and the UCC1 financing statement to be filed and attached hereto and marked

Exhibit I, of all of the personal property being sold herein. It is further agreed that the Individual Guarantor, Kenneth W. Sasso agree to guarantee the payments of the Note herein mentioned. Guarantor agrees not to transfer or assign any part or portion of their personal guarantee responsibility to any person, firm or corporation without the prior written consent of the seller, and such consent shall not be unreasonably withheld. If such consent is granted by Seller, then buyer will be released from further obligation under said guarantee.

(b) Representations, Warranties and Covenants. The representations and warranties of Buyer contained herein shall be true in all material respects as of and at the Closing date as though made on such date except for changes permitted by this agreement. Buyer shall have performed and complied with all obligations and covenants required by this agreement to be performed or complied with by buyer on or prior to the Closing Date. Buyer shall have delivered to Seller a certificate dated the closing date and signed by buyer attesting to the above.

(c) Purchase Price. All payments under this agreement which are due and payable by Buyer on Closing Date shall have been paid in accordance with the terms of this agreement.

(d) Delivery of Closing Documents. Buyer shall have delivered to seller the closing documents described hereafter in paragraph 24 of this Agreement.

CLOSING DOCUMENTS

23. Closing Documents to be Delivered by Seller. On the

Closing Date and at the Closing Place, seller shall deliver to Buyer:

(a) Warranty Deeds in form satisfactory to Buyer, dated the Closing date, executed by Seller, conveying to Buyer marketable fee simple title to the real estate listed and described in Schedule A attached hereto, free and clear of and from any and all encumbrances and liens, except liens for taxes not yet due and payable.

(b) Bills of Sale in form satisfactory to Buyer, dated the Closing Date, executed by Seller, in such reasonable detail as Buyer may request, with general covenants of warranty, conveying to Buyer good title to the assets set forth in Schedule B.

(c) Assignment instruments in form satisfactory to Buyer, dated the Closing Date, appropriately executed, assigning the Licenses and transferring any agreement of the Station to the Buyer;

(d) Assignments in form satisfactory to Buyer, dated the Closing date, executed by Seller, conveying to Buyer all right, title and interest in all contracts, leases and other agreements set forth in Schedule C.

(e) A certificate signed by the President of Seller to the effect set forth in paragraph 18 hereof (Certificate of seller's compliance with all its warranties and representations).

(f) Such other assignments, documents and instruments as counsel for Buyer may reasonable require to evidence its ownership of all property rights hereunder sold wherever located.

24. Closing documents to be delivered by buyer. On the closing date and at the closing place, Buyer shall deliver to

Seller:

(a) A certified Bank or cashier's check payable to Seller in the amount of \$ 15,000 less any prior payments made;

(b) A certificate signed by the Buyer to the effect set forth in paragraph 23 hereof (certificate of Buyer's compliance with all its warranties and representations).

MISCELLANEOUS PROVISIONS

25. Remedies of Default - Liquidated Damages.

(a) In the event of a material breach of Buyer prior to Closing of any term or condition of this agreement or warranty or representation contained herein or in the event of Buyer's unwarranted failure to close, seller may terminate this agreement and receive, as its sole remedy, Five Thousand Dollars (\$5,000.00) deposited in escrow as liquidated damages. The rights conferred by the above sentence may not be exercised unless Seller has given Buyer thirty (30) days written notice of the specific nature of the breach and Buyer has filed to correct it within that period.

(b) Time is of the essence in the payment of all sums herein. If Buyer fails to make any payment when due as provided herein, and Buyer fails to correct any default after thirty (30) days written notice as provided for in paragraph 4 (f) above, then Seller may declare the Note due and payable in full, and seller may proceed to foreclose the Trust Deed on real property and on personal property as described in said UCCL instruments, the provisions of which are incorporated herein by reference. See

attached Exhibit H for Trust Deed and Exhibit I for UCCL, attached hereto. Nothing herein shall limit or restrict the rights of Seller upon default as provided in said instruments.

(c) In the event of default by Buyer herein, wherein seller repossesses the property being sold herein, then Buyer and Guarantor agree to cooperate with Seller to have FCC license transferred to seller herein, and said Buyer agrees within five (5) days from written request to execute all documents necessary to effectuate such transfer of FCC license back to Seller or its assigns. Buyer and seller acknowledge under Section 4(g) of this agreement that it is bound by the FCC regulations in this matter.

26. Guarantee of Guarantor. The undersigned Guarantor hereby personally guarantee all payments due on the Note. In the event of default in payment by the Buyer herein, then the undersigned Guarantor agrees to pay the payment, or any portion thereof as provided herein, within ten (10) days from the date notice is mailed to Guarantor at his address as contained herein. In the event the security herein is not sufficient to pay the balance due on the note herein, then Guarantor herein agrees to pay any deficiency, if any.

27. Survival of Terms. The provisions hereof which are to be performed after the Closing Date and the several covenants, representations, warranties and agreements of the parties herein contained shall survive the closing date hereunder.

28. Entire agreement. This agreement, together with the Schedules hereto, embodies the entire agreement and understanding between the parties hereto with respect to the

subject matter hereof.

29. Governing Law and Venue. This agreement shall be construed and governed in accordance with the laws of the State of Utah and any litigation involved under this agreement shall be vested solely in the District Court of Box Elder County, Utah and Buyers including individual guarantor submit to the jurisdiction of said court and consent that said court has in person and personal jurisdiction over said individuals.

30. successors and assigns. This agreement shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, successors and assigns. Buyer agrees not to sell or assign this contract or property being purchased herein without the prior written consent of seller or heirs, which consent will not be unreasonable withheld, based upon financial strength of any future buyer, and which shall not be withheld in event any future buyer demonstrates a net worth at least equal to that of Buyer.

31. Failure of either party to perform any of the terms and covenants of this agreement wherein it becomes necessary to commence legal action, then defaulting party or parties agree to pay prevailing party reasonable attorneys fees and court costs in the premises.

32. Other Documents. The parties shall execute such other documents as may be necessary for the implementation and consummation of this Agreement.

33. Counterparts. This agreement may be signed in any number of counterparts with the same effect as if the signatures

to each counterpart were upon the same instrument.

34. Heading. The heading of the paragraphs of this Agreement are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meanings of intentions of the parties.

LIST OF ATTACHED SCHEDULES

- A. List and description of real property
- B. List and description of tangible personal property.
- C. List and description of contracts, leases and agreements
List of Assumed Obligations
- D. List and description of non-FCC licenses, permits, copyrights and other intangible rights.
- E. List and description of all FCC licenses, permits and authorizations.
- F. List and description of trade-out agreements showing rates and unfulfilled dollar amounts.
- G. Promissory Note
- H. Trust Deed
- I. UCC 1 and security aGreement
- J. Amortization Schedule

Agreed to as of the day and year first written above:

Sellers:

GLACUS G MERRILL
Glacus G. Merrill

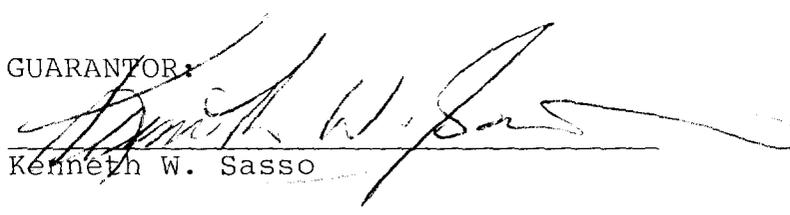
Marie B Merrill
Marie B. Merrill

Darla D. Clark
Darla D. Clark

BUYER:


Kenneth W. Sasso

GUARANTOR:


Kenneth W. Sasso

SCHEDULE "A" Real Property legal description

Part of the Southeast Quarter of Section 32, Township 12 North, Range 3 West, SLB&M: Beginning at a point North 0°29'00" West 33.00 feet from the Southwest corner of the Southeast Quarter of Section 32, Township 12 North, Range 3 West, SLM; point of beginning beginning on the North property line 12000 North Street; thence North 0°29'00" West along West line of said Southeast Quarter 538.01 feet; thence North 89°48'04" East 245.52 feet; thence South 0°11'56" East 538.00 feet to the North property line of 12000 North Street; thence South 89°48'04" West 242.85 feet along said North line to the point of beginning. Containing 3.01 acres.

Together with water rights appurtenant thereto.

SCHEDULE B - TANGIBLE PERSONAL PROPERTY

OFFICE EQUIPMENT & GENERAL

Five Steel Office Desks
Four Office Chairs
Six Misc. Chairs
~~2~~ ~~Two IBM~~ Typewriters
Four 4-Drawer File Cabinets
Three 2-Drawer File Cabinets
Large Storage Cabinet
Two Stools
Two Adding Machines
Paper Cutter
Three Typewriter Desks
One Large Safe
One Large Library Of Records
Approximately 60 Recording Tapes
Misc. Office Supplies
Ricoh Copy Machine (Reduction/Enlargement Capability) Model #FT 4060
One ~~Apple 3~~ Computer
One Disk Drive
One Printer For Computer
One Computer Screen
One Computer Hard Disk
One ~~Great Plains A/R Program~~ *BROADCAST SOFTWARE PACKAGE*
~~Comtech 13 1/2"~~ Satellite Disk
~~One Comtech Dart 384 Receiver~~ (United Stations)
~~One Comtech Receiver~~ (Transtar)
One DC Block & Splitter
One Marantz Cassette Recorder
Store Room Supplies
One Upright Vacuum Cleaner
Five Waste Baskets
Two Lasko Cooling Fans
Two Waste Baskets
One Small Desk
One Westinghouse Window Air Conditioner
One Five Line Telephone System (6 Phones)

BROADCAST EQUIPMENT

Bauer FB-5,000-J 5000 Watts Transmitter
Spare Transmitter Tubes
Various Spare Parts
Various Parts & Supplies on Work Bench
Three Hand AM/FM Radios
Two Otari R to R (ARS-1000 & MX 5050-B)
One Realistic Cassette Machine
One Marti Receiver
One Marti 40 Watts Transmitter
One Marti Portable Unit?

GM

SCHEDULE B CONTINUED

One LPB Monogram 8 Channel Stereo Console
 Triple Stack Harris Cartridge Playback
 One Cartridge Holder
~~One~~ Russco Turntables With Tone Arms & Preamps
 One Technics Turntable In Master Control
 Two Turntables With One Tone Arm In Production Room
 One Stereo Stateman Stereo console (Five Channel)
~~ONE~~ Harris Cartridge Playback Units
 Three Equipment Racks
 One JVC Cassette Player/Record
 One Revox Reel to Reel Playback
 One Cartridge Eraser
 One Harris FM2.5HC FM Transmitter
 One Dyma Iso-Coupler
 Four Microphones
 One Harris Cartridge Machine Record/Playback
 One Harris Intertype Amplifier-Transformer For Stereo Stateman
 Two Roberts Reel To Reel
 One 150 ft. Steel Tower By World Towers
 One Antenna Tuning House and Equipment
 One FM Three Bay Dyma Antenna
 One 200 ft. 1 5/8" Transmission Line
 One Engineer Desk and Chair
 One Wall Record Cabinet
 One Control Room Chair
 One Ampex R To R Record/Playback
 One TT Preamps
 One EBS System Encoder & Decoder
 Two Large Fans
 Gates TE-3 Exciter For FM Transmitter
 One Belar FM-1 Modulation Monitor
 One Belar FM-5 Stereo Monitor
 One MSP 95 FM Stereo Generator/Processor
 One DAF Dorrough-AM Limiter/Processor
 One Belar AM Modulation Monitor
 Audio-Metri Distribution Amplifiers
 Miscellaneous Equipment
 One Wire Cart Rack
 One Conference Table
 One Secretarial Desk & chair
 One Manager Wood Desk
 One Wooden Lateral File Cabinet
 One Manager Desk Chair
 One Lounge Sofa
 One Coffee Table
 Two Reception Chairs (Manager's Office)

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SCHEDULE "C" CONTRACTS & LEASES

There are no contracts or leases existing and thus none to be assumed by Buyer.