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Assignments

Application Submitted

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Your application has been submitted for processing.

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- The progress of this application can be tracked on the **Applications** page.

Application Summary

Lead File Number: **0000243335**

Lead Call Sign: **WVIG**

Facility ID: **68824**

Application Purpose: Assignment of Authorization

Status: Submitted

Date Submitted: 04/10/2024

Fees, Waivers, and Exemptions

Exempt from FCC Application Fees? No

Application Type	File Number	Call Sign	Facility ID	Fee Code	Fee Amount
Assignment of Authorization	0000243338	W258BA	152754	MDF	\$325.00
	0000243339	W295CQ	200297	MDF	\$325.00
	0000243337	WAMB	19669	MPR	\$1,120.00
	0000243336	WFNB	19670	MPR	\$1,120.00
	0000243335	WVIG	68824	MPR	\$1,120.00
Total					\$4,010.00

[Pay Fees](#)

Assignor Information

Name: DLC MEDIA, INC.
 Title:
 Address: 5120 W SR 340
 Brazil, IN 47834
 United States
 Phone: +1 (812) 617-0179
 Email: fcclaw@rjhayes.com

Contact Representatives

Name: RICHARD J HAYES, Jr.
 Title: Attorney
 Address: 5876 Elena Vista Dr
 Roanoke, VA 24018
 United States
 Phone: +1 (207) 236-3333
 Email: fcclaw@rjhayes.com

Assignee Information

Name: JKO Media Group
Title:
Address: PO Box 158
Marshall, IL 62441
United States
Phone: +1 (217) 826-8017
Email: wmmc106@aol.com

Contact Representatives

Name: Dawn Sciarrino
Title: Managing Member
Address: 330 Franklin Road
Suite 135A-133
Brentwood, TN 37027
United States
Phone: +1 (202) 256-9551
Email: dawn@sciarrinolaw.com

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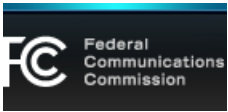
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Assignments

Application Submitted

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Application Summary

Lead File Number: **0000243335**

Lead Call Sign: **WVIG**

Facility ID: **68824**

Application Purpose: Assignment of Authorization

Status: Submitted

Date Submitted: 04/10/2024

Fees, Waivers, and Exemptions

Exempt from FCC Application Fees? No

Application Type	File Number	Call Sign	Facility ID	Fee Code	Fee Amount
Assignment of Authorization	0000243338	W258BA	152754	MDF	\$325.00
	0000243339	W295CQ	200297	MDF	\$325.00
	0000243337	WAMB	19669	MPR	\$1,120.00
	0000243336	WFNB	19670	MPR	\$1,120.00
	0000243335	WVIG	68824	MPR	\$1,120.00
				Total	\$4,010.00

[Pay Fees](#)

Assignor Information

Name: DLC MEDIA, INC.
 Title:
 Address: 5120 W SR 340
 Brazil, IN 47834
 United States
 Phone: +1 (812) 617-0179
 Email: fcclaw@rjhayes.com

Contact Representatives

Name: RICHARD J HAYES, Jr.
 Title: Attorney
 Address: 5876 Elena Vista Dr
 Roanoke, VA 24018
 United States
 Phone: +1 (207) 236-3333
 Email: fcclaw@rjhayes.com

Assignee Information

Name: JKO Media Group
Title:
Address: PO Box 158
Marshall, IL 62441
United States
Phone: +1 (217) 826-8017
Email: wmmc106@aol.com

Contact Representatives

Name: Dawn Sciarrino
Title: Managing Member
Address: 330 Franklin Road
Suite 135A-133
Brentwood, TN 37027
United States
Phone: +1 (202) 256-9551
Email: dawn@sciarrinolaw.com

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(DRAFT COPY - Not for submission)

Assignments

Lead File Number: | Submit Date: **04/10/2024** | Lead Call Sign: **WVIG** | FRN: **0017575648**
 Service: **Full Power FM** | Purpose: **Assignment of Authorization** | Status: **Saved** | Status Date: **03/26/2024** | Filing Status: **Active**

General Information

Section	Question	Response
Attachments	Are attachments (other than associated schedules) being filed with this application?	No

Fees, Waivers, and Exemptions

Section	Question	Response
Fees	Is the applicant exempt from FCC application Fees?	No
	Indicate reason for fee exemption:	
Waivers	Does this filing request a waiver of the Commission's rule(s)?	No
	Total number of rule sections involved in this waiver request:	

Application Type	Call Sign	Facility ID	Fee Code	Fee Amount
Assignment of Authorization	WFNB	19670	MPR	\$1,120.00
	W258BA	152754	MDF	\$325.00
	WVIG	68824	MPR	\$1,120.00
	W295CQ	200297	MDF	\$325.00
	WAMB	19669	MPR	\$1,120.00
			Total	\$4,010.00

Assignments Type

Question	Response
Is this application a pro forma Assignment of Authorization?	No
By answering "Yes" the Applicant certifies that the use of short form pro forma application is appropriate for this transaction?	
Is the Assignment Voluntary or Involuntary:	

Authorizations to be Assigned

Selected Call Signs

Call Sign	Facility ID	File Number	Service	City, State
WAMB	19669		AM	BRAZIL, IN
WFNB	19670		FM	BRAZIL, IN
WVIG	68824		FM	WEST TERRE HAUTE, IN
W258BA	152754		FX	TERRE HAUTE, IN
W295CQ	200297		FX	BRAZIL, IN

Assignment Questions

Question	Response
Were any of the authorizations that are the subject of this application obtained through the Commission's competitive bidding procedures (see 47 C.F.R. Sections 1.2111(a) and 73.5000)?	No
Were any of the authorizations that are the subject of this application obtained through the Commission's point system for reserved channel noncommercial educational stations (see 47 C.F.R. Sections 73.7001 and 73.7003)?	No
Have all such stations operated for at least 4 years with a minimum operating schedule since grant pursuant to the point system?	
Were any of the authorizations that are the subject of this application obtained after award of a dispositive Section 307(b) preference using the Tribal Priority, through Threshold Qualifications procedures, or through the Tribal Priority as applied before the NCE fair distribution analysis set forth in 47 C.F.R. § 73.7002(b)?	No
Have all such stations operated for at least 4 years with a minimum operating schedule since grant?	
Do both the assignor and assignee qualify for the Tribal Priority in all respects?	
LPFM Licenses Only: Has it been at least 18 months since the initial construction permit for the LPFM station was granted?	
LPFM Licenses Only: Does the assignment of the LPFM authorization satisfy the consideration restrictions of 47 CFR Section 73.865(a)(1)?	
LPFM Licenses Only: Were any of the LPFM authorizations that are subject to this application obtained through the Commission's point system for low power FM stations (see 47 CFR Section 73.872)?	
If yes to question above, have all such LPFM stations operated for at least four years since grant pursuant to the point system?" (options – Y/N. If Yes, nothing further required. No requires attachment as follows)"If no to new sub question, list pertinent authorizations in an Exhibit and include in the Exhibit a showing that the transaction is consistent with the requirements of 47 CFR Section 73.865(a)(3).	

Assignor Information

Assignor Name, Type, and Contact Information

Assignor	Type	Address	Phone	Email	FRN
DLC MEDIA, INC. Doing Business As: DLC MEDIA, INC.	Corporation	David Crooks 5120 W SR 340 Brazil, IN 47834 United States	+1 (812) 617-0179	fcclaw@rjhayes.com	0017575648

Assignor Contact Representatives (1)

Contact Name	Address	Phone	Email	Contact Type
RICHARD J HAYES , Jr . <i>Attorney</i> Attorney at Law	RICHARD J HAYES Jr, 5876 Elena Vista Dr Roanoke, VA 24018 United States	+1 (207) 236-3333	fcclaw@rjhayes.com	Legal Representative

Assignor Legal Certifications

Section	Question	Response
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Agreements for Sale /Transfer of Station	Assignor certifies that: (i) it has placed in Assignor's public inspection file(s) and submitted to the Commission as an Exhibit to this application copies of all agreements for the assignment /transfer of the station(s); (ii) these documents embody the complete and final understanding between Assignor and Assignee; and (iii) these agreements comply fully with the Commission's rules and policies	Yes
	If the transaction is involuntary, the Assignor certifies that court orders or other authorizing documents have been issued and that it has placed in the licensee's/permittee's public inspection file(s) and submitted to the Commission copies of such court orders or other authorizing documents.	
Other Authorizations	Please upload an attachment detailing the call signs, locations, and facility identifiers of all other broadcast stations in which assignor or any party to the application has an attributable interest.	
Character Issues	Assignor certifies that neither licensee/permittee nor any party to the application has or has had any interest in, or connection with: (a) any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application or (b) any pending broadcast application in which character issues have been raised	Yes
Adverse Findings	Assignor certifies that, with respect to the Assignor and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.	Yes
Local Public Notice	Assignor certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.	Yes
Auction Authorization	Assignor certifies that more than five years have passed since the issuance of the construction permit for the station being assigned, where that permit was acquired in an auction through the use of a bidding credit or other special measure.	N/A
Anti-Discrimination Certification	Assignor certifies that neither licensee/permittee nor any party to the application have violated the Commission's prohibition against discrimination on the basis of race, color, religion, national origin or sex in the sale of commercially operated AM, FM, TV, Class A TV or international broadcast stations.	Yes

Assignee Information

Assignee Name, Type, and Contact Information

Assignee	Type	Address	Phone	Email	FRN
JKO Media Group	Limited Liability Company	PO Box 158 Marshall, IL 62441 United States	+1 (217) 826-8017	wmmc106@aol.com	0029525656

Section	Question	Response	File Number
Radio Station Applicants Only	If the station(s) being assigned is noncommercial educational or LPFM, the Assignee certifies that the Commission had previously granted a broadcast application, identified here by file number, that found this Assignee qualified as a noncommercial educational entity with a qualifying educational program, and that the Assignee will use the station(s) to advance a program similar to that the Commission has found qualifying in the Assignee's previous application.	N/A	

Assignee Contact Representatives (1)

Contact Name	Address	Phone	Email	Contact Type
Dawn Sciarrino <i>Managing Member</i> Sciarrino & Shubert PLLC	330 Franklin Road Suite 135A-133 Brentwood, TN 37027 United States	+1 (202) 256-9551	dawn@sciarrinolaw.com	Legal Representative

Changes in Interest (0)

Party Name	Citizenship	Address	Phone	Email	Interest Before Assignment	Interest After Assignment
Empty						

Changes in Interest Certification

Question	Response
Applicant certifies that equity and financial interests not set forth by the assignee are nonattributable.	

Parties to the Application (2)

Party Name	Citizenship	Address	Phone	Email	Positional Interest
Kelsey Ann O'Rourke	United States	627 1/2 Archer Ave. Marshall, IL 62441 United States	+1 (217) 826-8017	wmmc106@aol.com	Positional Interest: LLC Member Citizenship: United States Percentage of Votes: 49% Percentage of Total Assets: 49%
Joseph K. O'Rourke JKO Media Group	United States	627 1/2 Archer Ave. Marshall, IL 62441 United States	+1 (217) 826-8017	wmmc106@aol.com	Positional Interest: LLC Member Citizenship: United States Percentage of Votes: 51% Percentage of Total Assets: 51%

Parties to the Application Certification

Question	Response
Applicant certifies that equity and financial interests not set forth by the assignee are nonattributable.	Yes

**Assignee Legal
Certifications**

Section	Question	Response
Agreements for Sale	Assignee certifies that: (a) the written agreements in the Assignee's public inspection file and submitted to the Commission embody the complete and final agreement for the sale or transfer of the station(s); and (b) these agreements comply fully with the Commission's rules and policies.	Yes
Other Authorizations	Please upload an attachment detailing the call signs, locations, and facility identifiers of all other broadcast stations in which Assignee or any party to the application has an attributable interest.	
Broadcast Incubator Program	Is the proposed facility the subject of an incubation proposal or a 'reward' waiver request under the Commission's Broadcast Incubator Program?	No
Multiple Ownership	Is the assignee or any party to the application the holder of an attributable radio joint sales agreement or an attributable radio or television time brokerage agreement with the station (s) subject to this application or with any other station in the same market as the station(s) subject to this application?	No
	Assignee certifies that the proposed assignment complies with the Commission's multiple ownership rules.	Yes
	Assignee certifies that the proposed assignment: (1) does not present an issue under the Commission's policies relating to media interests of immediate family members; (2) complies with the Commission's policies relating to future ownership interests; and (3) complies with the Commission's restrictions relating to the insulation and nonparticipation of non-party investors and creditors.	Yes
	Does the Assignee claim status as an "eligible entity," that is, an entity that qualifies as a small business under the Small Business Administration's size standards for its industry grouping (as set forth in 13 C.F.R. § 121-201), and holds (1) 30 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet; or (2) 15 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet, provided that no other person or entity owns or controls more than 25 percent of the outstanding stock or partnership interests; or (3) More than 50 percent of the voting power of the corporation that will own the media outlet (if such corporation is a publicly traded company)?	No
	Does this assignment include a grandfathered cluster of stations?	No
	Applicant certifies that it will come in compliance by divesting the necessary station(s) within 12 months of the consummation of this transaction to: A) An Eligible Entity (as defined in Item 6d, above).	
	B) An Irrevocable Trust that will assign the station(s) to an Eligible Entity.	

	NCE Diversity of Ownership Points. Does the assignee or any party to the application have an attributable interest in an NCE FM or NCE TV station received through the award of "diversity of ownership" points in the point system analysis?	N/A
	If 'Yes,' the assignee certifies that (1) its attributable NCE FM or NCE TV station has been on the air for at least four years; and/or (2) none of the proposed assigned stations overlap the principal community contour of the NCE FM or NCE TV station received through the award of diversity points in the point system analysis (see 47 CFR Section 73.7005(c)).	
Acquisition of Control	Please upload an attachment listing the file number and date of grant of FCC Form 301, 314, or 315 application by which the Commission approved the qualifications of the individual or entity with a pre-existing interest in the licensee/permittee that is now acquiring control of the licensee/permittee as a result of the grant of this application.	
Character Issues	Assignee certifies that neither assignee nor any party to the application has or has had any interest in, or connection with: (a) any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or (b) any pending broadcast application in which character issues have been raised.	Yes
Adverse Findings	Assignee certifies that, with respect to the assignee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.	Yes
Financial Qualifications	Assignee certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the station(s) for three months.	Yes
Program Service Certification	Assignee certifies that it is cognizant of and will comply with its obligations as a Commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.	Yes
Auction Authorization	Assignee certifies that where less than five years have passed since the issuance of the construction permit and the permit had been acquired in an auction through the use of a bidding credit or other special measure, it would qualify for such credit or other special measure.	N/A
Equal Employment Opportunity (EEO)	If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.	N/A

Assignee Alien Ownership

Question	Response
1) Is the applicant a foreign government or the representative of any foreign government as specified in Section 310(a) of the Communications Act?	No
2) Is the applicant an alien or the representative of an alien? (Section 310(b)(1))	No

3) Is the applicant a corporation, or non-corporate entity, that is organized under the laws of any foreign government? (Section 310(b)(2))	No
4) Is the applicant an entity of which more than one-fifth of the capital stock, or other equity or voting interest, is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any entity organized under the laws of a foreign country? (Section 310(b)(3))	No
5) Is the applicant directly or indirectly controlled by any other entity of which more than one-fourth of the capital stock, or other equity or voting interest, is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any entity organized under the laws of a foreign country? (Section 310(b)(4))	No
6) Has the applicant received a declaratory ruling(s) under Section 310(b)(4) of the Communications Act?	No
6a) Enter the citation of the applicable declaratory ruling by DA/FCC number, FCC Record citation, release date, or any other identifying information.	
7) Has there been any change in the applicant's foreign ownership since issuance of the declaratory ruling(s) cited in response to Question 6?	
8) Does the applicant certify that it is in compliance with the terms and conditions of the foreign ownership declaratory ruling(s) cited in response to Question 6?	
9) In connection with this application, is the applicant filing a foreign ownership Petition for Declaratory Ruling pursuant to Section 310(b)(4) of the Communications Act?	No

**Rebroadcast
Certifications for
W258BA**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	Yes
Primary station proposed to be rebroadcast; facility ID:	19669
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	Yes
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	Yes

**Rebroadcast
Certifications for
W295CQ**

Question	Response
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For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	Yes
Primary station proposed to be rebroadcast; facility ID:	19669
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	Yes
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	Yes

Assignee Certification

Section	Question	Response
General Certification Statements	Assignee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	
	The Assignee certifies that neither the Assignee nor any other party to the application is subject to a denial of Federal benefits pursuant to §5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. This certification does not apply to applications filed in services exempted under §1.2002(c) of the rules, 47 CFR . See §1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification § 1.2002 (c). The Assignee certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.	

<p>Authorized Party to Sign</p>	<p>FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID</p> <p>Upon grant of this application, the Authorization Holder may be subject to certain construction or coverage requirements. Failure to meet the construction or coverage requirements will result in automatic cancellation of the Authorization. Consult appropriate FCC regulations to determine the construction or coverage requirements that apply to the type of Authorization requested in this application.</p> <p>WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND /OR IMPRISONMENT (U.S. Code, Title 18, §1001) AND/OR REVOCATION OF ANY STATION AUTHORIZATION (U.S. Code, Title 47, §312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, §503).</p>	
	<p>I certify that this application includes all required and relevant attachments.</p>	
	<p>I declare, under penalty of perjury, that I am an authorized representative of the above-named applicant for the Authorization(s) specified above.</p>	<p>Joseph O'Rourke <i>Managing Member</i></p> <p>04/10/2024</p>

Assignor Certification

Section	Question	Response
<p>General Certification Statements</p>	<p>Assignor certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignor further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.</p>	
	<p>The Assignor certifies that neither the Assignor nor any other party to the application is subject to a denial of Federal benefits pursuant to §5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. This certification does not apply to applications filed in services exempted under §1.2002(c) of the rules, 47 CFR . See §1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification § 1.2002 (c). The Assignor certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.</p>	

Authorized Party to Sign	<p>FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID</p> <p>Upon grant of this application, the Authorization Holder may be subject to certain construction or coverage requirements. Failure to meet the construction or coverage requirements will result in automatic cancellation of the Authorization. Consult appropriate FCC regulations to determine the construction or coverage requirements that apply to the type of Authorization requested in this application.</p> <p>WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND /OR IMPRISONMENT (U.S. Code, Title 18, §1001) AND/OR REVOCATION OF ANY STATION AUTHORIZATION (U.S. Code, Title 47, §312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, §503).</p>	
	<p>I certify that this application includes all required and relevant attachments.</p>	<p>Yes</p>
	<p>I declare, under penalty of perjury, that I am an authorized representative of the above-named applicant for the Authorization(s) specified above.</p>	<p>David M Crooks <i>President</i></p> <p>04/10/2024</p>

Attachments

File Name	Uploaded By	Attachment Type	Description	Upload Status
<u>FCC Geographic Market Definition Report - Terre Haute, IN.pdf</u>	Applicant	Assignee Legal Certifications	Multiple Ownership Report	Done with Virus Scan and/or Conversion
<u>JKO Legal Exhibit 04092024.pdf</u>	Applicant	Assignee Legal Certifications	Assignee Legal Certifications	Done with Virus Scan and/or Conversion
<u>Other Authorizations.docx</u>	Applicant	Assignor Legal Certifications	Assignor - Other Authorizations	Done with Virus Scan and/or Conversion
<u>Y240322 - WVIG APA Final 0327204 FCC VERSION FULLY Executed.pdf</u>	Applicant	All Purpose	Agreements for sale	Done with Virus Scan and/or Conversion

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”) is made as of this ____ day of March 2024 by and between DLC Media, Inc., an Indiana corporation (“Seller”), and JKO Media, LLC, an Illinois Limited Liability Company, (Buyer”):

RECITALS

A. Seller is licensee of Radio Stations WVIG-FM, West Terre Haute, Indiana (FCC ID 68824), WAMB-AM, Brazil, Indiana (FCC ID 19669), and WFNB-FM, Brazil, Indiana (FCC ID 19670) and FM Translators W295CQ (FCC ID 200297), and W258BA (FCC ID 152754) (the “Stations”) pursuant to certain authorizations issued by the Federal Communications Commission (“FCC”).

B. Seller desires to sell, assign and transfer to Buyer, and Buyer desires to purchase and acquire from Seller certain assets and rights of Seller used and useful in the operations of the Stations, all under the terms and conditions described herein, subject to the prior approval of the FCC.

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations, warranties and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 PURCHASE AND SALE OF PROPERTIES AND ASSETS

1.1 Assets. Seller agrees to sell and Buyer agrees to purchase certain properties and assets, real, personal and mixed, tangible and intangible (except for the Excluded Assets, defined in Section 1.2, below), that are owned by Seller and held for use by the Station, (collectively, the “Assets”). Except for the representations and warranties set forth in Section 2 of this agreement, the Stations Assets are sold, assigned and transferred WHERE IS, AS IS without any guarantees or warranties as to fitness for purpose, merchantability, or suitability as to the Assets.

1.2 The Assets consist of the following:

(a) Tangible Personal Property. All Tangible Personal Property, as specifically listed on attached Schedule 1.2(a), together with any additions, modifications, alterations or improvements between the date of this Agreement and the Closing Date (collectively, the “Tangible Personal Property”).

(b) Licenses and Authorizations. All rights in and to the Authorizations (as defined in Section 2.9, below) issued to Seller, as listed on attached Schedule 1.2(b), all amendments and all applications therefor, together with any renewals, extensions or modifications

thereof and additions thereto, and all franchises, approvals, licenses, orders, registrations, and variances obtained from any governmental entity.

(c) Contracts. Certain of Seller's Contracts used in connection with the business and operations of the Stations as specifically set forth on Schedule 1.2(c). "Contracts" means unexpired agreements, arrangements, commitments or understandings, for cash or barter, express or implied, relating to the operation of the Stations, to which Seller is a party or is bound. In addition to the Seller's Contracts specifically listed on Schedule 1.2(c), all orders and agreements of Seller, now existing or entered into in the Ordinary Course of Business of the Stations between the date of this Agreement and the Closing Date, for the sale of advertising time on the Stations (including Trade Accounts to the extent provided in Section 1.4(e) below) except those which on the Closing Date have already been filled or have expired.

(d) Intangible Property. All Intangible Property used or useful in the operation of the Stations including but not limited to those listed and described on attached Schedule 1.2(d), and those acquired by Seller between the date hereof and the Closing Date (collectively, the "Intangible Property").

(e) Files and Records. All files and other records of Seller relating to the Stations and the Assets (other than duplicate copies of such files, hereinafter "Duplicate Records") including, without limitation, all documents which are or should be in the Stations' public inspection files, books, files, correspondence, studies, reports, projections, schematics, blueprints, engineering data, customer lists, reports, specifications, records required by any federal, state or local government entity, and all other business, technical and financial information pertaining to the Stations regardless of the media on which stored.

(f) Claims. Any and all of Seller's claims and rights against third parties relating to the Stations, including, without limitation, all rights under manufacturers' and vendors' warranties, and all rights to recovery and rights of setoff and recoupment pertaining to matters arising after the Closing (collectively, the "Claims").

(g) Prepaid Items. All prepaid expenses and prepaid *ad valorem* taxes (which shall be prorated, if applicable, as provided in Section 1.6).

(h) Goodwill. All of Seller's goodwill in, and going concern value of, the Stations.

(i) Real Property.

The tower site for WAMB, WFNB and W295BA is located at 1740 White Rock Road Brazil, IN 47834. The Tower Site for WVIG and W258BA is located at 3438 Larimer Drive, West Terre Haute, IN. 47885. These two parcels of real property, as described in Schedule 1.2(i) hereof, are included among the assets to be sold to Buyer (together, "Real Property"). Buyer understands that there is an easement on the parcel located at 3438 Larimer Drive, West Terre Haute, IN. 47885. and Buyer agrees to assume the obligations of that easement, a copy of which is attached hereto as

Schedule 1.2(ii). The Purchase Price of the Stations includes the consideration for the real property used as the transmitter sites for the Stations. To secure the obligations under the Loan Agreement and the Promissory Note, the Purchase Price will be further secured by a mortgage on both parcels as described below.

1.3 Excluded Assets. The following assets of Seller, to the extent in existence on the Closing Date (collectively, the “Excluded Assets”), shall be retained by Seller:

(a) Corporate and Other Records. The minute books, stock books, shareholder lists and similar corporate records of Seller, and the Duplicate Records as defined in Section 1.1(g) above.

(b) Cash and Investments. All of Seller’s cash on hand or in bank accounts and any other cash equivalents including, without limitation, certificates of deposit, commercial paper, treasury bills, or money market accounts.

(c) Accounts Receivable. All receivables of the Stations accrued through the Effective Time (the “Accounts Receivable”).

(d) Other Excluded Property. Any other property, contracts, rights or licenses listed specifically on Schedule 1.3(d) that Seller intends to retain and not sell or assign to Buyer.

(e) The Studios for the Stations are located at 111 West National Avenue, Brazil, Indiana 47834. The studios are NOT included in the sale of assets. Buyer agrees to lease the studios, together with the broadcast and office equipment located on the premises, for a term of twelve months, commencing on the Closing Date. The agreement to lease the studios will be pursuant to a Lease Agreement (the “Lease Agreement”) attached hereto in Schedule 1.3(e).

1.4 Liabilities

(a) Security Interests. The Assets shall be sold and conveyed to Buyer free and clear of all mortgages, liens, deeds of trust, security interests, pledges, options, restrictions, prior assignments, charges, claims, defects in title and encumbrances of any kind or type whatsoever (collectively, the “Security Interests”) except for: (i) liens for Taxes (as defined in Section 2.8), which are not yet due and payable, accruing before the Effective Time, and (ii) the obligations of Seller arising after the Effective Time, which Buyer has agreed to assume under the Contracts as described in Section 1.3(b). The encumbrances described in the foregoing clauses (i) and (ii) are collectively referred to herein as “Permitted Encumbrances.”

(b) Assumed Liabilities. Except as otherwise provided herein and subject to the terms and conditions of this Agreement, simultaneously with the sale, transfer, conveyance and assignment to Buyer of the Assets, Buyer shall assume, and hereby agrees to perform and discharge when due all liabilities and obligations arising or to be performed after the Closing Date under the Contracts in Schedule 1.2(c) that are effectively assigned and transferred to Buyer and Buyer will

expressly assume the obligations of the Easement attached to Schedule 1.2(ii) (the “Assumed Liabilities”).

(c) Excluded Liabilities. Other than the Assumed Liabilities, Buyer shall not assume or be liable for, and does not undertake or attempt to assume or discharge any obligation of Seller (the “Excluded Liabilities”), specifically including, without limitation:

- (i) any liability or obligation of Seller arising out of any Contract Buyer does not assume;
- (ii) any obligation to offer employment to any employee of Seller;
- (iii) any compensation or benefits or any severance pay or similar obligations to any employee or independent contractor of Seller and any related payroll tax or other liability;
- (iv) any liability or obligation of Seller arising out of or relating to any litigation, proceeding or claim by any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, or governmental entity (or any department, agency, or political subdivision thereof) (“Person”) relating to Seller, the Stations or the Assets at or before the Effective Time, whether such litigation, proceeding or claim is pending, threatened or asserted before, on or after the Closing Date;
- (v) any financial debt or obligation due to the FCC in connection with the Stations existing at or before the Closing Date (“FCC Debt”); and
- (vi) any and all other liabilities, obligations, debts or commitments of Seller whatsoever, whether accrued now or hereafter, whether fixed or contingent, whether known or unknown, or any claims asserted against Seller, any employee of Seller, the Stations or any of the Assets or other items owned by Seller at the Effective Time relating to any event (whether act or omission) at or before the Effective Time, including, without limitation, Seller’s obligation to pay Taxes.

(d) Retained Obligations of Seller. Seller retains and shall hereafter pay, satisfy, discharge, perform and fulfill all Excluded Liabilities, as they become due, without any charge or cost to Buyer.

(e) Trade Accounts. Schedule 1.4(e) contains a list of the Station’s trade and barter accounts, trade contracts and trade commitments receivable and payable (the “Trade Accounts”) and the balance thereof, which Buyer has agreed to assume.

1.5 Deposit Agreement. Upon the execution of this Agreement, Buyer shall deliver to Gary Hanner, Esq. (the “Deposit Agent”) the sum of Twenty-Five Thousand and 00/100 Dollars

(\$25,000.00), by wire transfer of immediately available funds (the “Deposit Amount”). The Deposit Amount shall be held by the Deposit Agent in accordance with the terms of an earnest money Deposit Agreement dated the date of this Agreement in the form of attached Exhibit A (the “Deposit Agreement”). At the Closing, upon receipt of joint written instructions from Seller and Buyer, Deposit Agent shall deliver the Deposit Amount to Seller as a credit against the cash portion of the Purchase Price. If the Closing does not take place in accordance with the terms of this Agreement, then the Deposit Amount will be delivered to the Seller or the Buyer in accordance with the provisions in Section 10.1 below.

1.6 Purchase Price, Payment, and Allocation.

(a) Purchase Price. The aggregate purchase price to be paid for the Assets will be Eight Hundred Seventy-Five Thousand and 00/100 Dollars (\$875,000.00), (the “Purchase Price”).

(b) Method of Payment. At Closing, the Deposit Amount of (\$25,000.00) shall be delivered by the Deposit Agent to Seller pursuant to Section 1.5 above. Buyer shall also pay to Seller, by wire transfer, the additional sum of One Hundred Fifty Thousand Dollars (\$150,000.00). The balance of the Purchase Price, Seven Hundred Thousand Dollars (\$700,000.00), shall be paid by Buyer in the form of a Promissory Note, bearing 6.0 percent interest, in favor of Seller. The Promissory Note will be secured by a first lien on all of the Tangible Personal Property, Personal Guarantees of the principals of Buyer, and the mortgages on the two parcels of Real Property. The Promissory Note, the Loan Agreement, the Guaranty and the Security Agreement (together the “Loan Documents”) are attached hereto in Exhibit B. If payments directly to the holders of any debts, taxes, claims, liens, judgments, or security interests in the Assets are reasonably necessary, in Buyer’s discretion, in order to release or satisfy such interests, Buyer may make such payments directly to such parties in order to obtain releases and/or satisfactions of such interests, and a credit for such amounts paid will be applied to the balance of the Purchase Price due from Buyer at Closing.

(c) Allocation of Purchase Price. Buyer and Seller agree that the Purchase Price shall be allocated among the Assets in the manner set forth on Schedule 1.6(c). The Purchase Price allocation agreed to by the parties pursuant to this Section 1.6(c) shall be referred to as the “Allocation.” Seller and Buyer agree (i) to complete Internal Revenue Service (“IRS”) Form 8594 in the manner required by Section 1060 of the Internal Revenue Code of 1986, as amended (the “Code”), the regulations thereunder, and the Allocation, and to separately file such IRS Form 8594 with its federal income tax return for the tax year in which the Closing occurs, and (ii) that neither Seller nor Buyer will take a position on any tax return inconsistent with the Allocation without the written consent of the other party; *provided, however*, that nothing contained herein shall prevent Buyer or Seller from settling any proposed deficiency or adjustment by any taxing authority based upon or arising out of the Allocation, and neither Buyer nor Seller shall be required to litigate before any court, any proposed deficiency or adjustment by any taxing authority challenging such Allocation. Notwithstanding anything to the contrary in this Agreement, the provisions of this Section 1.6(c) shall survive the Closing.

1.7 Adjustments.

(a) General Rule. The operation of the Stations and the income and normal operating expenses attributable thereto through 11:59:59 p.m. (Eastern Standard Time) at the end of the Closing Date (the “Effective Time”) shall be for the account of Seller and thereafter for the account of Buyer. Expenses for goods or services received both before and after the Effective Time, power and utilities charges, prepaid cash (excluding deposits), and rents and similar prepaid and deferred items, including annual FCC Mass Media Regulatory Fees, shall be prorated between Seller and Buyer as of the Effective Time. At Closing, the parties shall make all known prorations and estimate any remaining prorations, including the Trade Account balances. All special assessments and similar charges or liens imposed against any of the Assets in respect of any period of time through the Effective Time, whether payable in installments or otherwise, shall be the responsibility of Seller and amounts payable with respect to such special assessments, charges or liens in respect of any period of time after the Effective Time shall be the responsibility of Buyer and such charges shall be adjusted as required hereunder.

(b) Final Adjustment Schedule/Dispute Resolution. All of the Stations’ expenses shall be prorated between Seller and Buyer as of the Closing Date and paid insofar as feasible on the Closing Date. Buyer will prepare and deliver to Seller within ninety (90) days after the Closing Date a report computing the details of the determination, in accordance with the provisions of Section 1.7(a), of the final prorations as compared to the estimated prorations made at Closing. Within thirty (30) days after receiving the report, Seller will provide Buyer with any objections to the computations. If Seller has no objections, the party obligated to make payment under the report will do so within five business days after the expiration of the 30-day period. Any disagreement which cannot be resolved by the parties within thirty (30) days will be resolved by Seller and Buyer selecting an independent, disinterested certified public accountant knowledgeable of the broadcast industry to resolve the dispute. The accountant’s resolution shall be binding on the parties and subject to judicial enforcement. Each Party shall equally pay for the costs associated with the services of the accountant.

1.8 Closing. The consummation of the transactions provided for in this Agreement (the “Closing”) shall take place at a mutually agreeable location on a date, mutually agreeable to the parties, after the FCC Order is granted, provided that such date is no later than ten (10) days after the FCC Order, subject in all events to the satisfaction or waiver of the conditions specified in Articles 7 and 8 below. “FCC Order” means the order of the FCC consenting to the assignment of all Authorizations to Buyer without any conditions that would restrict, limit, increase the cost or burden of or otherwise adversely affect or impair, in any material respect, the right of Seller or Buyer to the ownership, use, control, enjoyment or operation of the Stations or the proceeds therefrom; *provided, however,* that any condition which requires that the Stations be operated in accordance with conditions substantially similar to and not more adverse than those contained in the present Authorizations issued for operation of the Stations, shall not be applicable. At Buyer’s option, the date for consummation may be delayed to a date no later than ten (10) business days after the FCC Order becomes Final. “Final” means an order (i) which is effective, (ii) with respect to which no appeal, request for stay, request for reconsideration or other request for

review is pending, (iii) with respect to which the time for appeal, requesting a stay, requesting reconsideration or requesting other review has expired, and (iv) which cannot be set aside *sua sponte*. The date on which the Closing is to occur is referred to herein as the “Closing Date.”

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this Article 2 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 2). The term “Knowledge,” when applied to Seller herein, means knowledge of Seller’s managers having responsibility for or holding a position that reasonably could be expected to involve substantial knowledge about the subject matter to which such knowledge relates.

2.0 Status. DLC Media, Inc. is a corporation duly organized, in good standing and validly existing under the laws of Indiana and is registered to do business in both Indiana and Illinois. DLC Media, Inc. has the requisite power to carry on its business as it is now being conducted. DLC Media, Inc. has the requisite power, to own and operate the Stations and to complete the transactions contemplated by this Agreement.

2.1 Entity Action. All actions and proceedings necessary to be taken by or on the part of Seller in connection with the performance, execution and delivery of this Agreement have been duly and validly taken and this Agreement has been duly and validly authorized, executed, and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with and subject to the terms contained herein.

2.2 No Defaults. Neither the execution, delivery and performance by Seller of this Agreement nor the consummation by Seller of the transactions contemplated hereby are events that, of themselves or with the giving of notice or the passage of time or both, will: (a) violate or conflict with any provision of the Articles of Incorporation of the By-laws (“Governing Documents”) of DLC Media, Inc. (b) not result in any termination or modification of, or cause any acceleration of any obligation of Seller under any contract, mortgage, indenture, agreement, lease or other instrument to which Seller is a party or by which it is bound, or result in the creation of any security interest in the Assets; (c) violate any judgment, decree, order, statute, law, rule or regulation of any court, arbitrator or government or regulatory body applicable to Seller, the Stations or the Assets; or (d) result in the creation or imposition of any lien, charge or encumbrance against the Stations or the Assets.

2.3 Contracts. Seller has provided to Buyer complete and correct copies of all Contracts listed on Schedule 1.2(c), and all amendments, modifications, extensions and renewals thereof and written summaries of all oral Contracts listed on Schedule 1.2(c). No change in any

material term or provision of any such Contract will occur as a result of the acquisition of the Assets by Buyer or the assignment by Seller of such Contract to Buyer.

2.4 Breach. Seller is not in violation or breach of any of the terms, conditions or provisions of its Governing Documents or any Contract, indenture, mortgage, deed of trust, court order, judgment, arbitration award or decree relating to or affecting the Stations or the Assets, to which Seller is a party or by which it is bound. All accrued and currently payable amounts due from Seller under any Contract have been paid, except where a good faith claim has been raised. No other party thereto is in default or breach under any of the Contracts to be assumed by Buyer at the Closing.

2.5 Financial Information. Seller has made available to Buyer financial statements which fairly and accurately present the financial position of Seller and the Stations as of their respective dates and the results of operations for the periods indicated. Collectively, the statements provided in connection with this section shall be referred to as the “Financial Statements.” There are no liabilities or obligations of Seller related to the Stations or the Assets accruing or arising before the date of this Agreement that should be reflected in the Financial Statements that are not so reflected.

2.6 Taxes. Subject to any exceptions noted in Schedule 2.8, to the best of Sellers’ knowledge, all federal, state and local returns, reports, estimates and other statements (“Returns”) required to have been filed with any jurisdiction with respect to Seller and the operation of the Stations with respect to any income, franchise, property, sales, value-added, payroll, withholding, excise, and all other taxes, duties, levies, penalties, assessments or deficiencies of every nature and description (collectively, “Taxes”) have been duly and timely filed by Seller. Seller has paid all Taxes due and payable that it is required to pay. There are no Taxes that are past due. No consent extending the applicable statute of limitations has been filed by or for Seller with respect to any of such Taxes. With respect to its employees working at the Stations, Seller has filed all Returns required to be filed, and withheld and paid all required Taxes for employee income tax withholding, social security, Medicare and unemployment taxes and other similar taxes and charges, in compliance with the tax withholding provisions of the Code and other applicable federal, state and local laws.

2.7 Licenses. Seller is the holder of all licenses, permits, franchises, authorizations and approvals required for the operation of the Stations (collectively, the “Authorizations”) and all of such licenses, permits and authorizations are listed on Schedule 1.2(b). Except for pending applications for authorizations and other matters disclosed on Schedule 1.2(b), the Authorizations constitute all of the licenses and authorizations required under the Communications Act of 1934, as amended (the “Communications Act”), or the current rules, regulations and policies of the FCC for the operation of the Stations. The Authorizations are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending or threatened any action by or before the FCC to revoke, suspend, cancel, rescind or modify any of the Authorizations (other than proceedings to amend FCC rules of general applicability) and there is not now issued, outstanding, pending or, to Seller’s Knowledge, threatened by or before the FCC,

any complaint, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or FCC Debt against the Stations, except as noted in Schedule 2.8. The Stations are and will be on the Closing Date operating in compliance with the Authorizations, the Communications Act and the current rules of the FCC in all material respects and the ordinances, rules, regulations and policies of the States of Indiana and Illinois. An application for a new microwave link as disclosed on Schedule 1.2(b) shall be on file with the Commission prior to Closing and the cost of any installation and licensing of said link shall be borne solely by Seller.

2.8 Additional Regulatory Matters.

(a) Reports. To the best of Seller's knowledge, all reports, filings and payments required to be filed with or paid to the FCC and any other governmental entity by Seller in connection with the Stations or the Assets have been filed. All such reports and filings are accurate and complete and from the date hereof to the Effective Time all reports required to be filed will be accurate, complete and filed. Seller maintains appropriate public files as required by FCC rules. Seller is operating only those facilities for which appropriate Authorizations have been obtained from the FCC.

(b) No Notices/Renewal. Seller has not received notice or other communication in connection with the Stations or the Assets indicating that it is not in compliance with all requirements of (i) the FCC and the Communications Act, or (ii) applicable state and local statutes, regulations and ordinances. Seller has no Knowledge and has received no notice or communication, formal or informal, indicating that the FCC, or any other governmental entity is considering revoking, suspending, modifying, canceling, rescinding or terminating any Authorization.

(c) RF Radiation. The operation of the Stations does not cause or result in exposure of workers or the general public to levels of radio frequency radiation in violation of FCC Rule 1.1310 or FCC OST/OET Bulletin Number 65.

(d) FCC Debts. There are no outstanding FCC Debts associated with the Stations.

(e) FAA Compliance. Seller and the Assets are in compliance with the rules and regulations of the Federal Aviation Administration (the "FAA") applicable to the Stations in all material respects. All towers used by the Stations are in compliance with all painting, lighting and tower registration requirements of the FAA, the FCC and any other governmental authority in all material respects. There are no pending applications with the FAA with respect to towers used by the Stations.

2.9 Intentionally Left Blank.

2.10 Approvals and Consents. The only approvals or consents of persons or entities not a party to this Agreement that are legally or contractually required to be obtained by Seller in connection with the consummation of the transactions contemplated by this Agreement are

those which are described in Section 4.4 below and the FCC Order (“Consents”). Any approvals under the Contracts or from any governmental division, regulatory authority or agency are material for purposes of this Section. The consummation of the transactions contemplated by this Agreement is not in conflict with, and does not require the consent under, any employment agreement, collective bargaining agreement, or any other employment related agreement, law or regulation applicable to any of Seller’s employees.

2.11 Assets/Tangible Personal Property. The Assets listed in Schedules to Section 1 constitute all of the assets to be conveyed to Buyer and are all of the assets necessary for operation of the Stations as currently operated. The Tangible Personal Property listed in Schedule 1.2(a) is a true and complete list as of the date hereof of all items of tangible personal property to be conveyed to Buyer. Seller has good, valid and marketable title to or the unrestricted right to use all of the Assets listed on the Schedules to Section 1, free and clear of all Security Interests of every kind or character (other than Permitted Encumbrances). Except as disclosed on Schedule 1.2(a), all Tangible Personal Property is operational and has been maintained, reasonable wear and tear excepted, and has been maintained in accordance with good engineering practice, industry standards and any standards or guidelines imposed by the FCC. As disclosed on Schedule 1.2(a) the remote control for WVIG shall be repaired or replaced prior to Closing.

2.12 Real Property. Schedule 1.2(i) contains legal descriptions of the Real Property owned by Seller and used or held for use in the business or operation of the Stations, including all material structures located on such Real Property. Seller owns good and marketable fee simple title to the Real Property free and clear of Security Interests other than Permitted Encumbrances. No part of any Real Property is subject to any pending or, to Seller’s knowledge, threatened suit for condemnation or other taking by any public authority. All buildings and other improvements included in the Real Property are in good operating condition and repair, and to Seller’s knowledge, are free from material defect or damage, and comply in all material respects with applicable zoning, health and safety laws and codes. The Stations’ towers, guy wires and anchors, ground systems and other facilities and improvements do not encroach upon any adjacent premises, and no facilities from adjacent premises encroach upon any of the Stations’ properties. Seller has delivered to Buyer true and complete copies of all deeds, title insurance policies, title insurance commitments and surveys in its possession that are applicable to any owned Real Property.

2.13 Environmental Matters. Seller, to the best of its knowledge, is in compliance with all federal, state and local laws and regulations in all material respects relating to pollution and the discharge of materials into the environment (collectively, the “Environmental Laws”). To Seller’s Knowledge, no hazardous or toxic substances have been released, discharged or disposed of at either tower site. To Seller’s Knowledge, there are no quantities or concentrations of hazardous or toxic substances present at, on or under the tower sites that would pose an unacceptable risk to human health or the environment under any Environmental Law. No litigation or proceeding relating to Environmental Laws, or any release, discharge or disposal of hazardous or toxic substances is pending or, to Seller’s Knowledge threatened against the Stations or Seller.

2.14 Compliance with Laws and Regulations. To the best of Seller's knowledge, the Stations, the Assets, and Seller are in compliance with all requirements of federal, state and local law and all requirements of all federal, state and local governmental bodies or agencies having jurisdiction over any of them in all material respects, the operations of the Stations, the use of Seller's properties and assets (including the Assets). Seller has filed all reports and other documents required to be filed with any federal, state or local government or subdivision or agency thereof in connection with the Stations and the Assets. Seller has received no notice from any federal, state or municipal authority or any insurance or inspection body that any of its properties, facilities, equipment or business procedures or practices fails to comply with any applicable law, ordinance, regulation, building or zoning law or requirement of any public authority or body.

2.15 Insurance. Seller maintains and will continue to maintain in full force and effect through the Effective Time, insurance policies covering it, the Stations and the Assets. All of such policies are in full force and effect and Seller is not in default of any material provision thereof. Seller has received no notice from any issuer of any such policies of its intention to cancel, terminate or refuse to renew any policy issued by it.

2.16 Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending or, to Seller's Knowledge, threatened against Seller, nor, to Seller's Knowledge, is there any basis for any such suit, arbitration, administrative charge or other legal proceedings, claim or governmental investigation.

2.17 Intangible Property. Seller has all right, title and interest in and to all Intangible Property necessary in the operation of the Stations as presently operated. Seller has not received notice of any claim against it involving any conflict or claim of conflict of any of the items listed on Schedule 1.2(d), and, to Seller's Knowledge, there is no basis for any such claim of conflict. Each item of Intangible Property owned or used by Seller in the operation of the Stations immediately before the Closing will be owned or available for use by Buyer on identical terms and conditions immediately after the Closing. To Seller's Knowledge, no programming or other material used, broadcast or disseminated by Seller on the Stations, infringes on any copyright, patent or trademark of any other party. Seller has not received notice of any claim of infringement of any third-party's copyright, patent, trademark, service mark, logotype, license or other proprietary right, including the use of any call sign, slogan or logo currently used by the Stations. Seller owns or possesses adequate licenses or other rights to use all copyrights, patents, trademarks, service marks, trade names, logotypes and other intangible rights used in the operation of the Stations.

2.18 Intentionally Left Blank.

2.19 Intentionally Left Blank.

2.20 Bankruptcy. No insolvency proceedings in the nature of bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, by or against Seller or the Assets, are pending or threatened, and Seller has not made any

assignment for the benefit of creditors or taken any action in contemplation or in furtherance of the institution of such insolvency proceedings.

2.21 Employees. Although Buyer is not under any obligation to hire any employees of Seller in connection with the transactions contemplated by this Agreement, Buyer may, in its sole discretion, on the Closing Date or thereafter, offer employment to certain employees of Seller employed in operation of the Stations. Seller represents and warrants that with respect to the Station's employees, there are no collective bargaining agreements or written or oral agreements relating to the terms and conditions of employment or termination of employment covering such employees. All of the Station's employees are employees-at-will. Seller is not engaged in any unfair labor practice or other unlawful employment practice and there are no unfair labor practice charges or other employee-related complaints, grievances or arbitrations against the Seller pending or, to Seller's Knowledge, threatened before the National Labor Relations Board, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, the Department of Labor, any arbitration tribunal or any other federal, state, local or other governmental authority. No union representation question is pending or threatened with respect to any of the Station's employees. Seller has no employee handbooks or written policies and procedures relating to employment by the Seller of the Station's employees. To the best of Seller's knowledge, Seller has complied with all labor and employment laws in all material respects.

2.22 Full Disclosure. No provision of this Agreement relating to Seller or any other document, or other information furnished by Seller to Buyer in connection with the execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article 3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 3). The term "Knowledge," when applied to Buyer herein, means knowledge of Buyer's Members having responsibility for or holding a position that reasonably could be expected to involve substantial knowledge about the subject matter to which such knowledge relates.

3.1 Qualification as a Broadcast Licensee. Buyer is financially qualified and, to Buyer's Knowledge, is legally qualified under the Communications Act and the rules, regulations and policies of the FCC to acquire the Assets from Seller. There is no fact or condition known to Buyer that would, under the Communications Act and the existing rules, regulations and policies of the FCC, disqualify Buyer as owner and operator of the Stations. To Buyer's Knowledge, no waiver of any FCC rule, regulation or policy existing as of the date of this Agreement will be required, with respect to Buyer, to obtain the FCC Order. Buyer has consulted with qualified

engineers and has determined that there are no multiple ownership issues associated with its acquisition of the Stations and that multiple ownership issues will not create any impediment to the successful consummation of this transaction.

3.2 Status.

(a) Buyer. Buyer is a limited liability company duly organized, in good standing and validly existing under the laws of the State of Illinois. Buyer has the requisite power to carry on its business as it is now being conducted and to enter into and complete the transactions contemplated by this Agreement.

(b) Approvals and Consents. There are no approvals or consents of Persons not a party to this Agreement that are legally or contractually required to be obtained by Buyer in connection with the consummation of the transactions contemplated by this Agreement, other than the FCC Order.

3.3 No Defaults. Neither the execution, delivery and performance by Buyer of this Agreement nor the consummation by Buyer of the transactions contemplated hereby are events that, of themselves or with the giving of notice or the passage of time or both, will: (a) violate or conflict with any provision of the Articles of Formation or Operating Agreement of Buyer; (b) constitute a violation of, conflict with or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation of Buyer under any contract, mortgage, indenture, agreement, lease or other instrument to which Buyer is a party or by which it is bound, or (c) violate any judgment, decree, order, statute, law, rule or regulation of any court, arbitrator or government or regulatory body applicable to Buyer.

3.4 Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending or, to Buyer's Knowledge, threatened against Buyer affecting Buyer's qualification to hold an FCC license or its ability to purchase and acquire the Assets nor, to Buyer's Knowledge, is there any basis for any such suit, arbitration, administrative charge or other legal proceedings, claim or governmental investigation. Buyer has not been operating under or subject to, or in default with respect to, any order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, agency or instrumentality which would have an adverse effect on Buyer's ability to enter into this Agreement or consummate the transactions contemplated hereby.

3.5 Entity Action. All actions and proceedings necessary to be taken by or on the part of Buyer in connection with the performance, execution and delivery of this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with and subject to the terms contained herein.

3.6 Intentionally Left Blank.

3.7 Full Disclosure. No provision of this Agreement relating to Buyer or any other document, or other information furnished by Buyer to Seller in connection with the execution, delivery and performance of this Agreement, or the consummation of 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 required to be stated to make the statement, in light of the circumstances in which it is made, not misleading.

3.8 Financial Ability. Buyer has sufficient funds available to it through commitments and other sources to consummate this transaction and there is no contingency of any kind regarding Buyer's financing of this transaction.

ARTICLE 4

COVENANTS OF SELLER PENDING THE CLOSING

Seller covenants and agrees that, from the date hereof until the completion of the Closing:

4.1 Operations of the Business.

(a) Ordinary Operations. Seller shall use its best efforts to carry on operations of the Stations and keep its books and accounts, records and files in the usual and ordinary manner in which the business of the Stations has been conducted in the past. Seller shall operate the Stations in compliance with the terms of the Authorizations and all applicable laws, rules and regulations, including, without limitation, FCC rules and regulations in all material respects.

(b) Intentionally Left Blank.

4.2 Access to Facilities, Files and Records. At the reasonable request of Buyer and on reasonable advance notice, Seller shall from time to time promptly give or cause to be given to the officers, employees, accountants, counsel, agents, consultants and representatives of Buyer full access during normal business hours to: (i) all facilities, properties, accounts, books, deeds, title papers, insurance policies, agreements, contracts, commitments, records and files of every character, including, without limitation, equipment, machinery, fixtures, furniture, vehicles, accounts payable and receivable relating to the Stations; and (ii) all such other information concerning the Stations and the Assets as Buyer may reasonably request.

4.3 Representations and Warranties. Seller shall give detailed written notice to Buyer promptly on learning of the occurrence of any event that would cause or constitute a breach of any warranties.

4.4 Consents. Seller shall use its best efforts to obtain, prior to Closing, the consent or approval of any third Person required under any Contract, including providing adequate notice of the assignment where applicable.

4.5 Notice of Proceedings. Seller will promptly notify Buyer in writing on: (a) receiving notice of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement or the transactions contemplated hereunder; or (b) receiving any notice from any governmental department, court, agency or commission of its intention (i) to institute an investigation into, or institute a suit or proceeding to restrain or enjoin, the consummation of this Agreement or such transactions, or (ii) to nullify or render ineffective this Agreement or such transactions if consummated.

4.6 Consummation of Agreement; Wire Instructions. Subject to the provisions of Section 10.1 of this Agreement, Seller shall use its best efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement and use its best efforts to cause the transactions contemplated by this Agreement to be fully carried out. No less than three (3) business days prior to the Closing Date, Buyer and Seller shall jointly instruct the Escrow Agent to deliver the Escrow Deposit to Seller at or before the Closing Date. Buyer and Seller will provide timely wire transfer instructions to the Escrow Agent to enable a wire transfer of funds on the Closing Date pursuant to Section 1.5(b) above.

4.7 Application for FCC Consents. As promptly as practicable after the date of this Agreement, and in no event later than five (5) business days after the full execution of this Agreement, Seller shall cause to be filed an application with the FCC requesting the FCC's written consent to the assignment of the Authorizations to Buyer. Seller shall use its best efforts, to take all steps that are proper, necessary or desirable to expedite the preparation of such application and its prosecution to a favorable conclusion. Seller shall bear one-half of the cost of application filing fees relating to the assignment of the Authorizations to Buyer.

4.8 Publicity. Neither Buyer nor Seller nor shall issue or cause the publication of any press release or any other public statement or any correspondence or other communication with respect to the execution and Closing of this Agreement unless Buyer and Seller agree, in writing, to do so.

4.9 Exclusivity. Seller will terminate all other discussions and negotiations with all Persons (other than Buyer) regarding the sale of the Assets.

4.10 Confidentiality. Any and all information, disclosures, knowledge or facts regarding Buyer and its operations received by Seller (including, without limitation, any of Seller's managers, partners, officers, employees, accountants, counsel, agents, consultants or representatives, or any of them (collectively, "Representatives")) pursuant to or in connection with this Agreement, shall be confidential and shall not be divulged, disclosed or communicated to any other Person, except as required by law and to Seller's Representatives and their respective attorneys for the purpose of consummating the transactions contemplated by this Agreement. If this Agreement terminates before Closing, Seller shall promptly return any information obtained regarding Buyer and Seller shall instruct its Representatives also to return any such information.

4.11 Prior to the Closing Date, Seller shall not, without Buyer's prior written consent:

(a) Modify any of the Authorizations;

(b) Seller, lease, transfer, or agree to sell, lease or transfer, any of the Assets except for non-material sales or leases in the ordinary course of business of items which are replaced by assets of comparable or superior kind, condition and value;

(c) Renew, amend, or terminate any Contract, or enter into any new contract with respect to any of the Stations in any manner that will be binding upon Buyer or the Stations after Closing;

(d) Create, suffer, or permit the creation of any Security Interest on the Assets, except for Permitted Encumbrances; or

(e) Make any changes in the Stations' buildings, leasehold improvements or fixtures except in the ordinary course of business.

4.12 Control. Consistent with the rules, regulations and policies of the FCC, control, supervision and direction of the operation of the Stations prior to Closing shall remain the responsibility of Seller as the holder of the Authorizations.

ARTICLE 5 **COVENANTS OF BUYER PENDING THE CLOSING**

Buyer covenants and agrees that, from the date hereof until the completion of the Closing:

5.1 Representations and Warranties. Buyer shall give detailed written notice to Seller promptly on learning of the occurrence of any event that would cause or constitute a breach.

5.2 Consents. Buyer shall cooperate with Seller to obtain the consents of any third Person required under any Contract listed on Schedule 1.2(c).

5.3 Notice of Proceedings. Buyer will promptly notify Seller in writing on: (a) becoming aware of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement or the transactions contemplated hereunder; or (b) receiving any notice from any governmental department, court, agency or commission of its intention (i) to institute an investigation into, or institute a suit or proceeding to restrain or enjoin the consummation of this Agreement or such transactions, or (ii) to nullify or render ineffective this Agreement or such transactions if consummated

5.4 Consummation of Agreement. Subject to the provisions of Section 10.1 of this Agreement, Buyer shall fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement and to cause the transactions contemplated by this Agreement to be fully carried out.

5.5 Application for FCC Consent. As promptly as practicable after the date of this Agreement, and in no event later than five (5) business days after the full execution of this Agreement, Buyer shall cooperate with Seller to prepare and file the application requesting the FCC's written consent to the assignment of the Authorizations to Buyer as provided in Section 4.7 and take all such steps that are proper, necessary or desirable to expedite the prosecution of such application to a favorable conclusion. Buyer shall bear one-half of the cost of application filing fees relating to the assignment of the Authorizations to Buyer.

5.6 Publicity. Buyer shall not issue or cause the publication of any press release or any other public statement or any correspondence or other communication with respect to the execution and Closing of this Agreement unless Seller shall have had the prior opportunity to review and comment thereon and such release or statement has been consented to by Seller.

5.7 Confidentiality. Any and all information, disclosures, knowledge or facts regarding Seller and the Assets received by Buyer (including, without limitation, any of Buyer's Representatives) pursuant to or in connection with this Agreement, shall be confidential and shall not be divulged, disclosed or communicated to any other Person, except as required by law and to Buyer's Representatives and their respective attorneys for the purpose of consummating the transactions contemplated by this Agreement. If this Agreement terminates before Closing, Buyer shall return promptly any information obtained regarding Seller or the Assets and Buyer shall instruct its Representatives also to return any such information.

ARTICLE 6

CONDITIONS TO THE OBLIGATIONS OF SELLER

The obligations of Seller under this Agreement are, at its option, subject to the fulfillment of the following conditions before or on the Closing Date:

6.1 Representations, Warranties and Covenants.

(a) Representations True. Each of the representations and warranties of Buyer contained in this Agreement shall have been true and correct as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall then be true and correct in all material respects except to the extent changes are permitted or contemplated pursuant to this Agreement;

(b) Buyer Compliance. Buyer shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it before or on the Closing Date; and

(c) Certificate of Buyer. Buyer shall have furnished Seller with a certificate, dated the Closing Date and duly executed by an officer or manager of Buyer to the effect that the conditions set forth in Sections 6.1 (a) and (a) have been satisfied.

6.2 Proceedings.

(a) No Injunction. No party shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

(b) Postponement. In the event such a restraining order or injunction is in effect, this Agreement may not be terminated by Seller pursuant to this Section 6.2 before the Final Closing Date but the Closing shall be delayed during such period. This Agreement may be terminated after such date if such restraining order or injunction remains in effect.

6.3 Deliveries. Buyer shall have complied with each and every one of its obligations set forth in Section 8.2.

6.4 Authorizations. The FCC Application shall have been granted.

ARTICLE 7
CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement are, at its option, subject to the fulfillment of the following conditions before or on the Closing Date:

7.1 Representations, Warranties and Covenants.

(a) Representations True. Each of the representations and warranties of Seller contained in this Agreement shall have been true and correct as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall then be true and correct in all material respects except to the extent changes are permitted or contemplated pursuant to this Agreement;

(b) Seller's Performance. Seller shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it before or on the Closing Date;

(c) Seller's Certificates. Seller shall have furnished Buyer with certificates, dated the Closing Date and duly executed by an officer of Seller, to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied.

7.2 Proceedings.

(a) No Injunction. No party shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

(b) Postponement. If such a restraining order or injunction is in effect, then this Agreement may not be terminated by Buyer pursuant to this Section before the Final Closing Date, but the Closing shall be delayed during such period. This Agreement may be terminated after such date if such restraining order or injunction remains in effect.

7.3 Liens Released. All Security Interests pertaining to the Assets shall be released of record and there shall be no liens in respect of the Assets, except Permitted Encumbrances.

7.4 Deliveries. Seller shall have complied with each and every one of its obligations set forth in Section 8.1.

7.5 Authorizations. The FCC Order shall be effective and shall have become Final.

7.6 Consents. Seller shall have obtained all consents and all approvals and waivers of governmental agencies as are required for the consummation of the transactions contemplated by this Agreement, without any change in the terms thereof, except those approved by Buyer in writing.

7.7 Revised Schedules. Seller shall have delivered to Buyer such revised forms of each of the Schedules or updated information for addition to or inclusion in the Schedules as are necessary to reflect changes in such Schedules as of the Closing Date.

7.8 No Material Adverse Change. There shall have been no material adverse effect upon any of the Assets or the business of the Stations.

ARTICLE 8

ITEMS TO BE DELIVERED AT THE CLOSING

8.1 Deliveries by Seller. At the Closing, Seller shall deliver to Buyer, duly executed by Seller:

(a) Bills of Sale, Assignments, Etc. Bills of sale, deeds, certificates of title, endorsements, assignments, transfer documents, and other good and sufficient instruments of sale, conveyance, transfer and assignment, in form and substance satisfactory to Buyer, sufficient to sell, convey, transfer and assign to Buyer all right, title and interest of Seller in and to the Assets and to quiet Buyer's title thereto;

(b) Joint Escrow Instructions. Joint instructions to the Escrow Agent to release the Escrow Deposit to Seller.

(c) Officer's Certificate. The certificate referred to in Section 7.1(c);

(d) Consents. The consents described in Section 7.6, in form and substance satisfactory to Buyer; and

8.2 Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller, duly executed by Buyer or such other signatory as may be required by the nature of the document:

(a) Purchase Price. The Purchase Price, which shall be paid in the manner specified in Section 0(g);

(b) Joint Escrow Instructions. Joint instructions to the Escrow Agent to release the Escrow Deposit to Seller;

(c) Assumption Agreements. An instrument or instruments of assumption of the Contracts, the Lease for the studios/offices, and the Tower Site Lease to be assumed by Buyer pursuant to this Agreement, in form and substance satisfactory to Seller; and

(d) Officer's Certificate. The certificate referred to in Section 6.1(c).

ARTICLE 9

SURVIVAL; INDEMNIFICATION

9.1 Survival. All representations and warranties contained in this Agreement, or in any Schedule, certificate, agreement or statement delivered pursuant hereto, shall survive the Closing, any investigation conducted by any party hereto and any information which any party may receive, for twelve months after the Closing Date, provided, however, the representations and warranties contained herein, or in any Schedule, certificate, agreement or statement delivered pursuant hereto, with respect to income taxes, personal property taxes, real estate taxes, FCC Debt, environmental matters, employee matters, broker commissions, and health and safety matters shall survive until the expiration of the limitations period under the respective applicable law, whereupon all such representations, warranties, and indemnities with respect thereto, shall expire and terminate and shall be of no further force or effect. If a Deficiency is asserted by either party, before the expiration of the survival or limitations period, such asserted Deficiency shall survive until the existence of such Deficiency has been finally established and the Deficiency is resolved as provided below.

9.2 Basic Provision.

(a) Buyer Indemnitees. Seller (an "Indemnifying Party") hereby agrees to indemnify and hold harmless Buyer, its officers, managers and members (collectively, the "Buyer Indemnitees") from, against and in respect of, and to reimburse the Buyer Indemnitees for the amount of any and all Deficiencies.

(b) Seller Indemnitees. Buyer (an "Indemnifying Party"), hereby agrees to indemnify and hold harmless Seller and its officers, managers and members (collectively, the

“Seller Indemnitees”) from, against and in respect of, and to reimburse Seller Indemnitees for the amount of any and all Deficiencies.

9.3 Definition of “Deficiencies”.

(a) Deficiencies for Buyer. As used in this Article 9, the term “Deficiencies” when asserted by the Buyer Indemnitees or arising out of a third party claim against the Buyer Indemnitees shall mean any and all losses, fines, damages, liabilities and claims sustained by the Buyer Indemnitees and arising out of, related to, in the nature of, caused by, based on or resulting from:

(i) Any material misrepresentation, material breach of warranty or any material non-fulfillment of any representation, warranty, covenant, obligation or agreement on the part of Seller contained in or made in this Agreement or in a Schedule, certificate, agreement or statement delivered pursuant to this Agreement.

(ii) Any failure by Seller to pay or discharge any Excluded Liability or any other liability of Seller and the Seller Indemnitees, direct or contingent, that is not expressly assumed by Buyer pursuant to the provisions of this Agreement, and which pertains solely to the Stations and the Assets.;

(iii) Any litigation, proceeding or claim by any third party to the extent relating to the businesses or operations of the Assets or the Stations before the Effective Time;

(iv) Any payment required to be paid by Seller with respect to any employee or consultant of Seller;

(v) Seller’s operation of the Stations or Seller’s business before the Effective Time, except for obligations or liabilities expressly assumed by Buyer herein;

(vi) Any and all acts, suits, proceedings, demands, assessments and judgments and all reasonable fees, costs and expenses of any kind, related or incident to any of the foregoing (including, without limitation, any and all reasonable fees (whether of attorneys, accountants or other professionals), costs and expenses of any kind reasonably incurred by any Person identified herein and its counsel in investigating, preparing for, defending against, or providing evidence, producing documents or taking other action with respect to any threatened or asserted claim (“Legal Expenses”)); or

(b) Deficiencies for Seller. As used in this Article 9, the term “Deficiencies” when asserted by the Seller Indemnitees or arising out of a third party claim against the Seller Indemnitees shall mean any and all losses, damages, liabilities and claims sustained by the Seller Indemnitees and arising out of, related to, in the nature of, caused by, based on or resulting from:

(i) Any material misrepresentation, material breach of warranty or any material non-fulfillment of any representation, warranty, covenant, obligation or agreement on the part of Buyer contained in or made in this Agreement or in a Schedule, certificate, statement or agreement delivered pursuant to this Agreement;

(ii) Any failure by Buyer to pay or discharge any other liability arising after the Effective Time for any Assumed Liability;

(iii) Any litigation, proceeding or claim by any third party to the extent relating to the business or operations of Buyer, the Assets or the Stations after the Effective Time;

(iv) Buyer's operation of the Stations or the ownership of the Assets after the Effective Time (including, but not limited to, any and all claims, liabilities, and obligations arising or required to be performed by Buyer under any lease, contract, or agreement or under this Agreement after the Effective Time); or

(v) Any and all acts, suits, proceedings, demands, assessments and judgments and all fees, costs and expenses of any kind, related or incident to any of the foregoing (including, without limitation, any and all reasonable Legal Expenses).

9.4 Procedures for Establishment of Deficiencies.

(a) Claim Asserted. In the event that any claim shall be asserted by any third party against the Buyer Indemnitees or the Seller Indemnitees (the Buyer Indemnitees or the Seller Indemnitees, as the case may be, hereinafter, the "Indemnitees"), which, if sustained, would result in a Deficiency, then the Indemnitees, promptly and in all events within fifteen (15) business days after learning of such claim, shall notify the Indemnifying Party of such claim and Indemnitees shall permit the Indemnifying Party to defend against such claim, at the Indemnifying Party's sole expense and through legal counsel reasonably acceptable to the Indemnitees, provided that the Indemnifying Party proceeds in good faith, expeditiously and diligently. The Indemnitees shall, at their option and expense, have the right to participate in any defense undertaken by the Indemnifying Party with legal counsel of their own selection and at their expense. The parties will cooperate fully in any such action and shall make available to each other any books or records useful for the defense of such claim. No settlement or compromise of any claim which may result in a Deficiency may be made by the Indemnifying Party without the prior written consent of the Indemnitees unless: (a) before such settlement or compromise, the Indemnifying Party acknowledges in writing its obligation to pay in full the amount of the settlement or compromise and all associated expenses and (b) the Indemnitees are furnished with security reasonably satisfactory to the Indemnitees that the Indemnifying Party will in fact pay such amount and expenses or the Indemnifying Party obtains a release of the Indemnitees from all liability in respect of such claim.

(b) Notice. In the event that the Indemnitees assert the existence of any Deficiency against the Indemnifying Party, such Indemnitees shall give written notice to the Indemnifying Party of the nature and amount of the Deficiency asserted. If the Indemnifying Party within a period of thirty (30) days after the giving of the Indemnitees' notice, shall not give written notice to the Indemnitees announcing its intent to contest such assertion of the Indemnitees (such notice by the Indemnifying Party being hereinafter referred to as the "Contest Notice"), such assertion of the Indemnitees shall be deemed accepted and the amount of the Deficiency shall be deemed established.

9.5 Payment of Deficiencies. The Indemnifying Party hereby agrees to pay the amount of established Deficiencies within thirty (30) days after the establishment thereof ("Due Date"). The amount of established Deficiencies shall be paid by bank check. Any amounts not paid by the Indemnifying Party when due under this Section shall bear interest from and after the Due Date thereof until the date paid at a rate of five percent (5%) per annum

9.6 Seller's Limitation on Liability for Claims. Seller's liability for all Claims under this Section shall be subject to the following limitation: Seller shall have no liability for Claims until the aggregate amount of the Claims incurred exceeds Five Thousand Dollars (\$5,000.00) (the "Minimum Loss"); after the Minimum Loss is exceeded, Buyer shall be entitled to be paid the entire amount of the Claims, including the Minimum Loss.

9.7 Buyer's Limitation on Liability for Claims. Buyer's liability for all Claims under this Section shall be subject to the following limitation: Buyer shall have no liability for Claims until the aggregate amount of the Claims incurred exceeds Five Thousand Dollars (\$5,000.00) (the "Minimum Loss"); after the Minimum Loss is exceeded, Seller shall be entitled to be paid the entire amount of the Claims, including the Minimum Loss.

ARTICLE 10

MISCELLANEOUS

10.1 Termination of Agreement.

(a) Before Closing. This Agreement may be terminated at any time on or before the Closing Date: (i) by the mutual consent of Seller and Buyer; (ii) by Buyer as provided in Section 10.7 below; (iii) by either party hereto if the Closing has not taken place within twelve (12) months after the date on which the FCC Application is accepted for filing (the "Final Closing Date"); (iv) by Buyer on or after the Closing Date if Seller has not satisfied the conditions set forth in Article 7 and Buyer has satisfied or is prepared and able (but for Seller's defaults) to satisfy the conditions of Article 6; and (v) by Seller on or after Closing Date if Buyer has not satisfied the conditions set forth in Article 6 and Seller has satisfied or is prepared and able (but for Buyer's defaults) to satisfy the conditions of Article 7.

(b) Consequences of Termination. A termination pursuant to this Section 10.1 shall not relieve any party of any liability it would otherwise have for a willful breach of this

Agreement. If this Agreement is terminated rightfully pursuant to this Article 10, all further obligations of the parties hereunder shall terminate. If this Agreement is terminated pursuant to Section 10.1(a)(v) above and Seller is not in material default of its obligations hereunder, the Escrow Deposit shall be disbursed by Escrow Agent to Seller as liquidated damages and as the exclusive remedy of Seller against Buyer. Seller acknowledges that its damages in the event of termination of this Agreement under the provisions of Section 10.1(a)(v) above would be difficult to determine and that the Escrow Deposit is a reasonable and satisfactory substitution for the amount such damages. If this Agreement is terminated for any other reason, Seller and Buyer shall execute and deliver to Escrow Agent joint instructions directing Escrow Agent to return the Escrow Deposit to Buyer.

10.2 Specific Performance. The parties acknowledge that the operation of the Stations is of a special, unique and extraordinary character. Upon a material breach by Seller of its representations, warranties, covenants and agreements under this Agreement, in lieu of its termination rights described in Section 10.1 above, Buyer shall be entitled to an injunction restraining any such breach or threatened breach or to enforcement of this Agreement by a decree or decrees of specific performance requiring Seller to fulfill its obligations under this Agreement; provided, however, Buyer shall not be entitled to specific performance of the Closing until necessary regulatory approvals have been obtained.

10.3 Expenses. Each party hereto shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement *provided, however*, the amount of any state or local sales or transfer taxes due upon the transfer of any of the Assets to Buyer under either Illinois or Indiana law shall be shared equally by Seller and Buyer.

10.4 Remedies Cumulative. Except with respect to payment of the Escrow Deposit to Seller under the provisions of Section 10.1, the remedies provided in this Agreement shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other party hereto

10.5 Contract Assignment Consents. Nothing contained in this Agreement shall be construed as an assignment or an attempted assignment of any Contract which is non-assignable without the consent of the other party or parties thereto, unless such consent shall be given. If a consent to assignment of a Contract is not obtained prior to Closing, Seller shall use its best efforts to obtain such consent after Closing. Until such consent is obtained, Seller shall cooperate with Buyer in any arrangements necessary or desirable, on commercially reasonable terms, to provide for Buyer to have the benefits and to have Buyer assume the burdens arising after the Closing Date thereunder, including, without limitation, enforcement for the benefit of Buyer, and assumption by Buyer of the costs of enforcing, any and all rights of Seller thereunder against the other party thereto arising out of the cancellation thereof by such other party or otherwise.

10.6 Further Assurances. From time to time before, on and after the Closing Date, each party hereto will execute all such instruments and take all such actions as any other party, being advised by counsel, shall reasonably request. The parties shall cooperate fully with

each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

10.7 Risk of Loss. The risk of loss, damage or destruction to any of the Assets shall be borne by Seller at all times before the Effective Time. On any such loss, damage or destruction, the proceeds of any claim for any loss, payable under any insurance policy with respect thereto, shall be used to repair, replace or restore any such property to its former condition, subject to the conditions stated below. It is expressly understood and agreed that, in the event of any loss or damage to any of the Assets before the Closing, Seller shall notify Buyer of same in writing immediately. Such notice shall specify with particularity the loss or damage incurred, the cause thereof (if known or reasonably ascertainable) and the insurance coverage. If the damaged property is not completely repaired, replaced or restored on or before the Closing Date, Buyer at its sole option: (a) may elect to postpone Closing until such time as the property has been completely repaired, replaced or restored to the reasonable satisfaction of Buyer if the repair, replacement or restoration can be accomplished within one (1) month following the date of the loss or damage or the Closing Date, whichever is the earlier and (b) may elect to consummate the Closing and accept the property in its then condition, in which event Seller shall pay to Buyer all unused proceeds of insurance and assign to Buyer the right to any unpaid proceeds; or (c) terminate this Agreement without liability to any party.

10.8 Intentionally Left Blank.

10.9 Collection of Accounts Receivable after Closing. Seller shall collect, after the Closing, the Accounts Receivable of the Stations, as defined in Section 1.2(c). After the Closing, Seller shall pay any commissions due to any person employed by Seller prior to Closing that is entitled to commissions from the collection of the Accounts Receivables by Seller, as provided in Seller's employment policies. If, after the Closing, but before Buyer issues its first monthly bills for advertising run on the Stations after the Closing, Buyer receives funds from a third party that relates to Seller's Accounts Receivables, Buyer shall remit such funds to Seller as soon as reasonably possible. After Buyer has issued its first monthly bills for advertising on the Stations, any funds received by Buyer from such advertising clients shall be applied first to such bills of Seller, and then, if there are excess funds received by Buyer relating to an Account Receivable of Seller, Buyer shall retain such excess funds.

10.10 Intentionally Left Blank

10.11 Intentionally Left Blank.

10.12 Amendments; Waivers. The terms, covenants, schedules, representations, warranties and conditions of this Agreement may be changed, amended, modified, waived, discharged or terminated only by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later date to enforce the same. No waiver by any party of any condition or the breach of any provision, term, covenant,

representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

10.13 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, addressed as set forth below:

If To Seller: David Crooks, President
DLC Media, Inc.
5120 W SR 340
Brazil, IN 47834

With a copy to:
(which shall not
constitute notice) Richard J. Hayes, Jr.
Attorney at Law
5876 Elena Vista Dr.
Roanoke, VA 24018

If to Buyer: JKO Media Group, LLC
Joesph O'Rourke, Managing Member
507 Chestnut Street
Marshall, IL 62441

With a copy to:
(which shall not
constitute notice) Sciarrino & Shubert, PLLC
330 Franklin Road
Ste. 135A-133
Brentwood, TN 37027-3280
Attn: Dawn M. Sciarrino, Esq.

Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

10.14 Captions. The captions of Articles and Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

10.15 Governing Law. This agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the state of Indiana without giving effect to principles of conflicts of laws that may direct the application of the laws of another jurisdiction. Venue for any action related to this agreement shall only be in Parke County, Indiana.

10.16 Entire Agreement. This Agreement and the Schedules hereto and thereto and the other documents delivered hereunder constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof, and supersede all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

10.17 Execution: Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

10.18 Gender and Tense. Where appropriate to the context, pronouns of other terms expressed in one number or gender will be deemed to include all other numbers or genders. The use of a word in one tense will include the other tenses, where appropriate to the context.

10.19 Third-Party Beneficiaries. This Agreement is intended to benefit only the parties to this Agreement, their successors and permitted assigns. No other Person is an intended or incidental beneficiary of this Agreement.

10.20 No Party Deemed Drafter. The parties acknowledge that they have been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would require interpretation of any claim of ambiguities in this Agreement against the party that drafted it has no application and is expressly waived. Provisions of this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER:

JKO Media Group, LLC

By: _____
Joseph O'Rourke, Managing Member

Date: _____

SELLER:

DLC Media, Inc.

By: _____
David L. Crooks, President

List of Schedules and Exhibits

Schedules:

- 1.2(a) Tangible Personal Property
- 1.2(b) Licenses and Authorizations
- 1.2(c) Contracts
- 1.2(d) Intangible Personal Property
- 1.2(i) (i) Legal Descriptions of Real Property (2)
- 1.2(i) (ii) Easement
- 1.3(d) Excluded Property
- 1.3(e) Studio Lease Agreement Draft
- 1.4(e) Trade Accounts
- 1.6(c) Allocation of Purchase Price
- 2.8 Additional Regulatory Matters

Exhibits:

- A Deposit Agreement
- B Loan Documents
 - (i) Draft Promissory Note
 - (ii) Draft Loan Agreement
 - (iii) Draft Personal Guaranty
 - (iv) Draft Security Agreement

Schedule 1.2(a)
Tangible Personal Property

DLC Media White Rock Road tower site

Equipment	Station
Harris HT 3.5CD 92.7FM WFNB Main TX (soon to be standby)	WFNB
Broadcast Electronics AM500 AM1130 TX	WAMB
Nautel VX 3.5 New WFNB 92.7FM TX	WFNB
Gates Air Fax1K 106.9 FX transmitter	WAMB/106.9
Sine Sytems RFC-1/B remote control	WAMB/WFNB
Belar AM Wizard modulation analyzer	WAMB 1130
Moseley 6020 STL receiver	WAMB
Energy-Onix STL-1 STL TX (To WTH for 99.5 FX)	WAMB 99.5 FX
Armstrong Xlink STL RX	WFNB
Energy Onix STL-R STL RX (relay to WTH for WVIG)	WVIG
Armstrong Xlink STL TX (relay to WTH for WVIG)	WVIG
AM Antenna tuning unit AM 1130	WAMB
Telos Omnia One processor WAMB FX 106.9/99.5	WAMB 106.9/99.5 FX
Delta TCA-5EX AM current meter AM1130	WAMB
FM iso-coupler (in enclosure at the base of the tower) WFNB	WFNB

DLC Media WTH tower site

Equipment

Gates Air Fax3K 105.5FM WVIG main TX
Harris HT5FM 105.5 FM Standby TX (inop-easily fixed)
CSI FM3000E old 105.5 TX (inop, disconnected)
Nautel VS-1 FM 99.5 WAMB FX
Energy-Onix STL-R STL RX WAMB 99.5FX
Armstrong Xlink STL RX WVIG
Delta Electronics 1 5/8 coax switch and remote control panel
Bird Electronics 8726 Thruline RF wattmeter/5000B1 element
Bird Electronics 5kW water cooled dummy load and water system
Burk ARC-16 remote control system (inop) w/2ea IP-8 relay panels
Armstrong Xlink STL RX (spare)
Moseley 6020 STL RX (spare)

Station

WVIG
WVIG
WVIG
WAMB 99.5FX
WAMB 99.5FX
WVIG
WVIG
WVIG
WVIG
WVIG
All
All

DLC Media Brazil Radiocenter

Equipment

Station

TOC Rack One

Armstrong X-Link STL transmitter	WFNB
Audemat FMB50 RDBS Encoder	WFNB
Optimod 5500	WFNB
Sage 3644 EAS ENDEC	WFNB
Comrex ACCESS Rack (Property of ISU Athletics)	All
Inovonics 713 RDBS Encoder	WVIG
Armstrong X-Link STL transmitter	WVIG
Omptimod 5300	WVIG
Moseley 6010 ATL transmitter	WAMB
Sage 3644 EAS ENDEC	WAMB/WFNB
Sage multi-station relay panel	WAMB/WFNB
HP computer runningStereo Tool audio processing software	WAMB
Tripp-Lite 2kva rackmount UPS	All

TOC Rack Two

Inovonics 531 FM Modulation monitor	WFNB
Bogen TP300 tuner for EAS LP-1 monitoring	All
Denon DN300H air monitor tuner	WVIG
TFT 884 FM Modulation monitor	Spare
TFT 884 FM Modulation monitor	106.9 FX air monitor
Denon DN300H air monitor tuner	WAMB AM1130
Gorman-Redlich CRW NOAA receiver for EAS	All
Dawnco powered L-Band splitter for sat RX	All
CBS Radio Skyview XDS sat receiver	All
Westwood One XDS sat receiver	All
Learfield XDS sat receiver Purdue/IU sports	
Westwood One Wegener sat receiver	All
Cincinnati Reds Skyview XDS sat receiver (not currently in use)	
Network Indiana XDS sat receiver	All
Audiotronics audio distribution amp (not currently in use)	
Tripp-Lite 2kva UPS	All

TOC Rack Three

Building Ethernet patchbay one	All
Building Ethernet patchbay two	All
Building Ethernet patchbay three	All
Trendnet 48 port Ethernet switch	All
Linksys 24 port Ethernet switch	All
Watchguard Firebox M200 Internet router/firewall	All
Sparklight fiber internet router (Not DLC property)	All
Comrex ACCESS Rack 1	All
Comrex ACCESS Rack 2	All
2x Brodacst tools 6X1 audio switcher (backhaul selection for Comrex units)	All
Phone system patchbay one	All
Phone system patchbay two	All

Mitel business phone system	All
Dell Optiplex 790 setreaming encoder	WAMB
2x Dell Optiplex 790 streaming encoders (WVIG, WFNB)	WVIG/WFNB
Tripp-Lite 2kva UPS	All
Optimod 8200 spare	All

WVIG Studio (Studio A)

Radio Systems Millenium RS12A audio board
 3x Shure SM-7B microphones
 3x OC White mic booms
 2x KRK Rokit 8 monitor speakers
 360 Systems Short/Cut
 Braodcast Tools SRC-16 automation relay box for LRN automation system
 Dell LRN Radio automation computer (DLC property?)
 HP production computer
 Mitel business telephone
 3x Symetrix 528E mic processors
 Beheringer 4-output headphone amplifier
 Telos HX-1 analog broadcast telephone hybird interface
 ART audio interface for HP production computer
 Tripp-Lite UPS system
 Broadcast Tools SS16.4 automation switcher
 Broadcast Tools 6X1 automation bypass switcher
 RU-MX5 mixer for feeding Telos HX-1

WAMB Studio (Studio B)

Radio Systems Millenium RS12A audio board
 3x Shure SM-7B microphones
 3x OC White mic booms
 2x KRK Rokit 8 monitor speakers
 Dell LRN Radio automation computer (DLC property?)
 Dell production computer
 Mitel business telephone
 Shure SCM268 mic mixer
 2x Symetrix 528E mic processors
 Telos HX-2 two line analog broadcast telephone hybird interface
 ART audio interface for HP production computer
 Tripp-Lite UPS system
 Broadcast Tools SS16.4 automation switcher
 Henry 3x1 automation bypass switcher

WFNB Studio (Studio C)

Radio Systems Millenium RS12A audio board
 2x Shure SM-7B microphones

2x OC White mic booms
2x KRK Rokit 8 monitor speakers
Dell LRN Radio automation computer
Dell production computer
Mitel business telephone
Behringer 4 output headphone amplifier
2x Symetrix 528E mic processors
Behringer audio interface for HP production computer
Tripp-Lite UPS system
Broadcast Tools ACS8.2+ automation switcher
Broadcast Tools 6x1 automation bypass switcher

News Room (Studio D)

Audio Arts 08 audio board
2x Behringer MS16 monitor speakers
Shure SM-7B microphone
OC White mic boom
Broadcast tools 6x1 air monitor switcher
HP production computer
Symetrix 528E mic processor
Telos HX-1 analog broadcast telephone hybrid interface
Behringer 4 output headphone amplifier
Mitel business telephone

Schedule 1.2(b)

Licenses and Authorizations

WVIG(FM) AND ASSOCIATED AUXILIARY STATIONS

FM Radio Station WVIG, West Terre Haute, IN

Facility ID Number: 68824

DLC Media, Inc.

FRN: 0017575648

Type of Authorization	FCC File Number	Grant Date	Current Expiration Date
FM Broadcast Station License to Cover Permit No. BPH-19991129AAT	BLH-19991129AAI	03/15/2000	n/a
Renewal of License Authorization	0000108702	07/16/2020	08/01/2028

Antenna Structures for

FM Radio Station WVIG, West Terre Haute, IN

Facility ID Number: 68824

DLC Media, Inc.

FRN: 0017575648

ASR Number	ASR File Number and Date	Registered Tower Owner	Registered Geographic Coordinates (NAD 83) and Overall Height
1049851	A1243689	DLC Media, Inc.	Lat 39-27-13.5 N Long 087-28-15.9 W 164.3 elevation above mean sea level (AMSL) 96.3 overall height above ground (AGL) 260.6 overall height AMSL

Broadcast Auxiliary Stations Associated with

FM Radio Station WVIG, West Terre Haute, IN

Facility ID Number: 68824

DLC Media, Inc.

FRN: 0017575648

Type of Authorization	Call Sign	FCC File Number	Grant Date	Current Expiration Date
Aural Studio Transmitter Link	WQZA315		03/20/2017	08/01/2028
Broadcast Auxiliary Remote Pickup	WPMM907		09/24/1998	08/01/2028
Aural Studio Transmitter Link	WPNM770		04/15/1998	08/01/2028
Aural Studio Transmitter Link	WRPI220		02/08/2022	08/01/2028

Seller shall repair or replace the remote control for WVIG prior to Closing.

Seller shall cause the microwave link being used by Seller in the operation of WVIG to be assigned to Seller or, in the alternative, shall have filed an application with the FCC for a new microwave link prior to Closing. All costs associated with assignment or application for, build out and licensing of the microwave link shall be borne by Seller.

WFNB(FM) AND ASSOCIATED AUXILIARY STATIONS

FM Radio Station WFNB, Brazil, IN

Facility ID Number: 19670

DLC Media, Inc.

FRN: 0017575648

Type of Authorization	FCC File Number	Grant Date	Current Expiration Date
FM Broadcast Station License to Cover BPH-20040513AAO	BLH-20051109AAI	02/14/2006	n/a
Renewal of License Authorization	0000108700	07/16/2020	08/01/2028

Antenna Structures for
FM Radio Station WFNB, Brazil, IN

Facility ID Number: 19670

DLC Media, Inc.

FRN: 0017575648

ASR Number	ASR File Number and Date	Registered Tower Owner	Registered Geographic Coordinates (NAD 83) and Overall Height
1036819	A1068766	DLC Media, Inc.	Lat 39-30-44.0 N Long 087-08-18.0 W 195.1 elevation above mean sea level (AMSL) 86.2 overall height above ground (AGL) 281.3 overall height AMSL

Broadcast Auxiliary Stations Associated with

FM Radio Station WFNB, Brazil, IN

Facility ID Number: 19670

DLC Media, Inc.

FRN: 0017575648

Type of Authorization	Call Sign	FCC File Number	Grant Date	Current Expiration Date
Aural Studio Transmitter Link	WPNN689		06/04/1998	08/01/2028
Aural Studio Transmitter Link	WQZA311		03/20/2017	08/01/2028
Aural Intercity Relay	WQZA306		03/20/2017	Terminated

In addition, Seller holds the license for fixed earth station E201222, file number SES-REG-20181017-06605, located at 111 West National Avenue, Brazil, IN (granted June 6, 2020).

WAMB(AM) AND ASSOCIATED AUXILIARY STATIONS

AM Radio Station WAMB, Brazil, IN

Facility ID Number: 19669

DLC Media, Inc.

FRN: 0017575648

Type of Authorization	FCC File Number	Grant Date	Current Expiration Date
AM Broadcast Station License	BML-20131202CPB	03/28/2014	n/a
Renewal of License Authorization	0000108687	07/16/2020	08/01/2028

Antenna Structures for
AM Radio Station WAMB, Brazil, IN

Facility ID Number: 19669

DLC Media, Inc.

FRN: 0017575648

ASR Number	ASR File Number and Date	Registered Tower Owner	Registered Geographic Coordinates (NAD 83) and Overall Height
1036819	A1068766	DLC Media, Inc.	Lat 39-30-44.0 N Long 087-08-18.0 W 195.1 elevation above mean sea level (AMSL) 86.2 overall height above ground (AGL) 281.3 overall height AMSL

Broadcast Auxiliary Stations Associated with

AM Radio Station WAMB, Brazil, IN

Facility ID Number: 19669

DLC Media, Inc.

FRN: 0017575648

Type of Authorization	Call Sign	FCC File Number	Grant Date	Current Expiration Date
Aural Studio Transmitter Link	WQZB793		03/20/2017	08/01/2028
Aural Intercity Relay	WQZA310		03/20/2017	08/01/2028
Aural Studio Transmitter Link	WQQZ877		04/02/2013	08/01/2028
Aural Studio Transmitter Link	WQZA304		03/20/2017	Terminated

W258BA AND ASSOCIATED AUXILIARY STATIONS

FM Translator Station W258BA, Terre Haute, IN

Facility ID Number: 152754

Primary Station: WAMB(AM)

DLC Media, Inc.

FRN: 0017575648

Type of Authorization	FCC File Number	Grant Date	Current Expiration Date
FM Translator Station License to Cover Permit No. 0000129917	0000162855	10/15/2021	n/a
Renewal of License Authorization	0000108688	07/16/2020	08/01/2028

Antenna Structures for

FM Translator Station W258BA, Terre Haute, IN

Facility ID Number: 152754

DLC Media, Inc.

FRN: 0017575648

ASR Number	ASR File Number and Date	Registered Tower Owner	Registered Geographic Coordinates (NAD 83) and Overall Height
1049851	A1243689	DLC Media, Inc.	Lat 39-27-13.5 N Long 087-28-15.9 W 164.3 elevation above mean sea level (AMSL) 96.3 overall height above ground (AGL) 260.6 overall height AMSL

Broadcast Auxiliary Stations Associated with

FM Translator Station W258BA, Terre Haute, IN

Facility ID Number: 152754

DLC Media, Inc.

FRN: 0017575648

Type of Authorization	Call Sign	FCC File Number	Grant Date	Current Expiration Date
None.				

W295CQ AND ASSOCIATED AUXILIARY STATIONS

FM Translator Station W295CQ, Brazil, IN
 Facility ID Number: 200297 Primary Station: WAMB(AM)
 Primary Station: WAMB(AM)
 DLC Media, Inc.
 FRN: 0017575648

Type of Authorization	FCC File Number	Grant Date	Current Expiration Date
FM Broadcast Translator License to cover permit no. BNPFT-20171201AKB	BLFT-20180327ABG	04/09/2018	n/a
License Renewal	0000108689	07/16/2020	08/01/2028

Antenna Structures for
 FM Translator Station W295CQ, Brazil, IN
 Facility ID Number: 200297
 DLC Media, Inc.
 FRN: 0017575648

ASR Number	ASR File Number and Date	Registered Tower Owner	Registered Geographic Coordinates (NAD 83) and Overall Height
1036819	A1068766	DLC Media, Inc.	Lat 39-30-44.0 N Long 087-08-18.0 W 195.1 elevation above mean sea level (AMSL) 86.2 overall height above ground (AGL) 281.3 overall height AMSL

Broadcast Auxiliary Stations Associated with
 FM Translator Station W295CQ, Brazil, IN
 Facility ID Number: 200297
 DLC Media, Inc.
 FRN: 0017575648

Type of Authorization	Call Sign	FCC File Number	Grant Date	Current Expiration Date
None.				

Schedule 1.2(c)

Contracts

Program Contracts / JKO Media willing to keep after DLC Media, Inc. Transfer

WAMB AM & TR

Network Indiana (News, Sports content for all, Inventory on WAMB)
Hoosier AG Today
Purdue University Football/Basketball via Learfield / They pay me a
IMS Indianapolis Motor Speedway / All content May 2024+
Intertech Media / wambradio.com Barter via Premier
Streaming / Amperwave Barter via Premier

WFNB

Local Radio Networks / (Mainstream Rock) 120 seconds hourly 24/7
WWO The Bob & Tom Show / Barter plus 1K monthly
Indiana University Football & Basketball via Learfield
Intertech Media / 927TheRock.com Barter via Premier
Streaming /Amperwave Barter via Premier

WVIG

Local Radio Networks / (Classic Country) 120 seconds hourly 24/7
Brownfield Network (AG) Heavy Inventory with Compensation
Indiana State University Sports 2K monthly compensation
Intertech Media / WVIGTheLegend.com Barter via Premier
Streaming / Amperwave Barter via Premier

Cable One, Inc. d/b/a Sparklight Business Service Agreement, dated 10/23/2023 and expiring 10/23/2025, for internet access for 111 W. National Ave., Brazil, IN. Assignment requires prior written consent.

There is only one trade Account with a local Amusement Park for tickets. There are no other trade accounts or trade balances other than for programming services and those contracts have been delivered to Buyer.

Schedule 1.2(d)

Intangible Personal Property

Web Sites:

www.wambradio.com

www.927TheRock.com

www.wvigthelegend.com

Logos:



Schedule 1.2(i)

Legal Descriptions of Real Property

1740 West White Rock Drive, Brazil, IN 47834.

Property Address: 1740 West White Rock Drive, Brazil, IN 47834

A part of the Southeast Quarter of the Northwest Quarter of Section 1, Township 12 North, Range 7 West, more particularly described as follows: Commencing at a 1/2 inch iron pin at the Southeast corner of the said Quarter Quarter Section; thence along the South line of said quarter quarter section North 90 degrees 00 minutes 00 seconds West 794.94 feet; thence North 02 degrees 02 minutes 50 seconds West 15.01 feet to a point on the North right-of-way of White Rock Road and being the Southeast corner of Lot 57 in Leavitt's Second Addition to the City of Brazil on the West right-of-way of Morgan Street said point being the point of beginning; thence North 90 degrees 00 minutes 00 seconds West along the North right-of-way of White Rock Road 275.10 feet to a 5/8 inch rebar with cap stamped 29800015; thence North 02 degrees 02 minutes 50 seconds West 479.99 feet to a 5/8 inch rebar with cap stamped 29800015; thence North 90 degrees 00 minutes 00 seconds East 275.10 feet to a 5/8 inch rebar with cap stamped 29800015 and said point being the Northeast corner of Lot 48 in Leavitt's Second Addition to the City of Brazil, and being on the West right-of-way of Morgan Street; thence South 02 degrees 02 minutes 50 seconds East along the West right-of-way of Morgan Street 479.99 feet to the point of beginning, containing 3.03A and said description including Lots 48 through 57 inclusive in Leavitt's Second Addition to the City of Brazil.

3438 W Larimer Drive, West Terre Haute, IN 47885.

Property commonly known as: 3438 W Larimer Dr, West Terre Haute, IN 47885-8850.

The following described real estate situated in the County of Vigo, State of Indiana:

Beginning at a point 398.43 feet West and 488.0 feet South of the Northeast corner of the Southwest quarter (1/4) of Section Twenty-five (25), Township Twelve (12) North, Range Ten (10) West; thence East 130 feet; thence to the right 54 degrees 17 minutes, 299.68 feet, thence West 260 feet; thence North 270 feet to the place of beginning.

EXCEPT a part of the East half of the Southwest Quarter of Section 25, Township 12 North, Range 10 West of the Second Principal Meridian in Sugar Creek Township of Vigo County, Indiana, being more particularly described as follows:

Commencing at a stone marking the Northeast corner of the Southwest Quarter of Section 25, Township 12 North, Range 10 West of the Second Principal Meridian in Sugar Creek Township of Vigo County, Indiana; thence North 90 degrees 00 minutes 00 seconds West (Assumed Bearing) 398.43 feet to a point on the east right-of-way of a 15.00 feet wide alley as found in the plat of Woodland Park per Plat Book 11, Page 3 in the Office of the Recorder of Vigo County, Indiana; thence South 00 degrees 30 minutes 00 seconds East along said east right-of-way 488.00 feet to a 5/8 inch diameter rebar with a yellow cap stamped "WEIHE. ENGR. LS 0012" - (capped rebar), said point being the POINT OF BEGINNING of the following described real estate and the Northwest corner of real estate as contained in Instrument No. 97-13929 of said Recorder's Office; thence South 85 degrees 29 minutes 10 seconds East along an 8 feet high chain link security fence 59.79 feet; thence continuing along said fence South 88 degrees 01 minutes 44 seconds East 73.99 feet to a point on the East line of the aforesaid real estate; thence North 26 degrees 03 minutes 27 seconds West along said East line 8.07 feet to a "capped rebar"; thence South 90 degrees 00 minutes 00 seconds West along the North line of said real estate 130.00 feet to the POINT OF BEGINNING.

ALSO

An easement for the purpose of locating, maintaining, repairing and replacing a guy wire support over the following described Real Estate, to wit:

A part of the East half of the Southwest Quarter of Section 25, Township 12 North, Range 10 West of the Second Principal Meridian in Sugar Creek Township of Vigo County, Indiana, being more particularly described as follows: Commencing at a stone marking the Northeast corner of the Southwest Quarter of Section 25, Township 12 North, Range 10 West of the Second Principal Meridian in Sugar Creek Township of Vigo County, Indiana, thence north 90 degrees 00 minutes 00 seconds West (Assumed Bearing) 398.43 feet to a point on the east right-of-way of a 15.00 feet wide alley as found in the plat of Woodland Park per Plat Book 11, page 3 in the Office of the Recorder of Vigo County, Indiana; thence South 00 degrees 30 minutes 00 seconds East along said east right-of-way 758.00 feet to the POINT OF BEGINNING of the following described real estate, said point being the Southwest corner of real estate as contained in Instrument No. 97-13929 of said Recorder's Office; thence North 90 degrees 00 minutes (X) seconds East along the South line of said

real estate being parallel with the north line of said quarter section 19.90 feet; thence South 00 degrees 00 seconds East 12.13 feet; thence North 90 degrees 00 minutes 00 seconds West 19.90 feet to a point on said east right-of-way; thence North 00 degrees 00 minutes 00 seconds West along said right-of-way 12.13 feet to the POINT OF BEGINNING.

ALSO

A part of the East half of the Southwest Quarter of Section 25, Township 12 North, Range 10 West of the Second Principal Meridian in Sugar Creek Township of Vigo County, Indiana, being more particularly described as follows:

Commencing at a stone marking the Northeast corner of the Southwest Quarter of Section 25, Township 12 North, Range 10 West of the Second Principal Meridian in Sugar Creek Township of Vigo County, Indiana; thence North 90 degrees 00 minutes 00 seconds West (Assumed Bearing) 398.43 feet to a point on the east right-of-way of a 15.00 feet wide alley as found in the plat of Woodland Park per Plat Book 11, Page 3 in the Office of the Recorder of Vigo County, Indiana, thence South 00 degrees 30 minutes 00 seconds East along said east right-of-way 488.00 feet to a 5/8 inch diameter rebar with a yellow cap stamped "WEIHE ENGR. LS 0012" - ("capped rebar"), said point being the Northwest corner of real estate as contained in Instrument No. 97-13929 of said Recorder's Office; thence North 90 degrees 00 minutes 00 seconds East along the North line of said real estate 130.00 feet to a "capped rebar" at the POINT OF BEGINNING of the following described real estate; thence South 26 degrees 06 minutes 46 seconds East along the East line of said real estate 293.43 feet to the intersection of an 8 feet high chain link security fence; thence North 87 degrees 51 minutes 48 seconds East along said fence 13.56 feet to the Southeast most corner of said fence; thence continue North 32 degrees 50 minutes 43 seconds West along said fence 70.29 feet; thence continue North 27 degrees 50 minutes 07 seconds West along said fence 59.30 feet; thence continue North 27 degrees 07 minutes 47 seconds West along said fence 81.47 feet; thence continue North 26 degrees 42 minutes 57 seconds West 88.40 feet to the POINT OF BEGINNING.

Schedule 1.2(ii)
Easement

See attached.

PURCHASE AND SALE OF TELECOM EASEMENT AND ASSIGNMENT AGREEMENT

THIS PURCHASE AND SALE OF TELECOM EASEMENT AND ASSIGNMENT AGREEMENT ("**Agreement**") dated 2-12, 2018 (the "**Effective Date**") is by and between **DLC MEDIA, INC.**, an Indiana corporation ("**Grantor**") and **LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC**, a Delaware limited liability company ("**Grantee**");

1. **PURCHASE AND SALE OF EASEMENT AND ASSIGNMENT OF TELECOM AGREEMENTS.** Grantor owns certain real property located at 3438 W Larimer Dr., in the City of West Terre Haute, in the County of Vigo, State of IN as more fully described in the legal description attached hereto as **Exhibit A** (the "**Property**"), together with that certain tower structured located thereon (the "**Tower**"). Grantor hereby grants and conveys to Grantee an exclusive easement for the Term (as defined below) of this Agreement, in, to, under and over portion or portions of the Property and the Tower, as more fully described in **Exhibit B** attached hereto for the telecommunications-related activities set forth in the Existing Telecom Agreement(s) (the "**Telecom Easement**"). Grantor hereby sells, transfers and assigns to Grantee all of Grantor's right, title and interest in and to that certain lease(s) or license(s) copies of which are attached hereto as **Exhibit C** (the "**Existing Telecom Agreement(s)**"); provided however, Grantor shall retain and continue to faithfully perform and discharge any and all of Grantor's obligations as lessor under the Existing Telecom Agreement(s).

2. **PURCHASE PRICE.** On the Effective Date, Grantee shall pay to Grantor a one-time, lump-sum payment in an amount equal to **\$342,000.00** (the "**Purchase Price**"). In the event that any tenant or tenants under the Existing Telecom Agreement(s) (each, a "**Telecom Tenant**") pay(s) to Grantor any fees other than base rent and any escalations thereto, for the purpose of utility service or taxes, such fees shall continue to be paid by Telecom Tenant(s) to Grantor, although Grantee may collect and distribute same.

3. **TERM.** Commencing on 2-12 2018 (the "**Commencement Date**"), and continuing for a term of ninety-nine years. Grantor may not terminate this Agreement. In the event that Grantee voluntarily ceases to use the Telecom Easement for a continuous period of three (3) consecutive years the Telecom Easement shall be deemed abandoned and automatically terminate. "Ceases to use" shall mean that no telecom tenant is operating telecommunications equipment within the Telecom Easement Area (as defined in the Telecom Easement) including but not limited to on the Tower.

4. **REPRESENTATIONS AND COVENANTS OF GRANTOR.** Grantor has previously executed a mortgage/and or a security interest in the Existing Telecom Agreement(s) to the First Financial Bank N.A. The parties agree that this Agreement is subject to said bank, or its successor in interest, executing the Non-Disturbance and Attornment Agreement and Partial Release of Assignment of Lease and Rents tendered by Grantee and to be executed at or about the same time as this Agreement. Grantor represents and warrants to Grantee, as of the date hereof, that, other than as referenced above: (a) the execution, delivery and performance by Grantor of this Agreement does not and will not violate any agreement to which Grantor is a party including mortgages and deeds of trust, or violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantor is subject; (b) Grantor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Telecom Easement (or any portion thereof) or in and to the Existing Telecom Agreement(s); (c) Grantor has not breached or defaulted on any of Grantor's obligations under the Existing Telecom Agreement(s), and Telecom Tenant(s) has not breached or defaulted any of Telecom Tenant(s)' obligations under the Existing Telecom Agreement(s); (d) at no time prior to the date hereof has Grantor delivered or received notice of a breach or default by either Grantor or Telecom Tenant(s) under the Existing Telecom Agreement(s) or notice of any fact, condition or circumstance which would constitute a breach or default by either Grantor or Telecom Tenant(s) under the Existing Telecom Agreement(s); (e) neither Telecom Tenant(s), nor its agents or contractors has notified Grantor of any intention or desire to terminate the Existing Telecom Agreement(s) or surrender or abandon the leased premises; and (f) Grantor will forward any rent payments received from Telecom Tenant(s) (excluding the rental amounts withheld from the disbursement and reflected on the Settlement Statement at Closing), to Grantee within 5 business days of receipt thereof. All representations and covenants by Grantor contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the time of closing, shall be deemed to be material, and shall survive the execution, commencement and delivery of this Agreement, the Easement Agreement (attached hereto as **Exhibit D**), and recordation thereof.

5. **LANDLORD ESTOPPEL.** The Grantor certifies that: (a) the Existing Telecom Agreement(s) are presently in full force and effect and unmodified, and Grantee has been provided with a full and complete copy thereof; (b) any improvements to be made by the Telecom Tenants have been completed to the satisfaction of the undersigned and any and all other special conditions to be performed by the Telecom Tenants pursuant to the Existing Telecom Agreement(s) have been performed and satisfied; (c) the Telecom Tenants' obligations to pay rent have commenced in full and the Telecom Tenants are currently paying the schedule rent set forth in the Existing Telecom Agreement(s); (d) except as set forth in the Existing Telecom Agreement(s), no rents have been paid more than thirty (30) days in advance of their due dates; and (f) the Telecom Tenants are not in default under the Existing Telecom Agreement(s), as of the Effective Date and have no claim of setoff under the Existing Telecom Agreement(s) or otherwise against rents or other charges due or to become due thereunder.

6. **REPRESENTATIONS OF GRANTEE.** Grantee represents and warrants to Grantor, as of the date hereof, that: (a) this Agreement and all other documents executed by Grantee constitute the legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with their terms; and (b) Grantee is a validly existing limited liability company and the signatory of this document has the authority to do so under the documents forming the existence of the limited liability company. The execution, delivery and performance by Grantee of this Agreement does not and will not violate or conflict with any provision of Grantee's organizational documents or of any agreement to which Grantee is a party or conflict with any law, rule, regulation, judgment, order or decree to which Grantee is subject.

7. **INDEMNIFICATION.** Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including attorney fees) caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party.

8. **FURTHER ASSIGNMENT.** Upon the Effective Date Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest in and to this Agreement. This Agreement and the Telecom Easement may be assigned to secured parties, successors-in-interest, acquiring entities or individuals, and any other party to whom Grantee may be required to provide collateral or demonstrate credit-worthiness.

9. **NOTICES.** All notices, requests, demands and other communications hereunder shall be delivered by Certified Mail Return Receipt Requested, and/or a nationally recognized Overnight courier. Notice shall be deemed accepted upon proof of delivery. Notices shall be delivered to **Grantor** at 111 W National Ave, Brazil, IN 47834 and to **Grantee:** c/o Landmark Dividend LLC, P.O. Box 3429, 2141 Rosecrans Ave., Suite 2100, El Segundo, CA 90245.

10. **MISCELLANEOUS.**

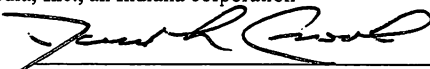
- a. **Governing Law; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. In the event that any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, by a court of competent jurisdiction, such provision shall only be ineffective to the extent of such invalidity, illegality or unenforceability. The remaining provisions of this Agreement shall remain in full force and effect.
- b. **Amendments, Etc.** This Agreement may not be amended or modified unless in writing signed by the parties and consented to by any lender of Grantee that has delivered notice of its status and its notice address to Grantor. No act or failure to act shall be deemed to constitute an amendment, modification or termination hereof. This Agreement may be executed in counterparts each of which, when taken together, shall constitute a single agreement.
- c. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and successors and assigns of the parties to this Agreement. The rights of Grantee under the Telecom Easement shall run with the land upon which the Telecom Easement is located.
- d. **Recording and Memorandum.** Grantor and Grantee shall, on or after the Effective Date, acknowledge, execute and record the exchange of rights created under this Agreement in the Form of Telecom Easement attached as Exhibit D. Grantee's interest in this Agreement and the Telecom Easement is intended to be, and shall be, an interest in real property.
- e. **Attorneys' Fees.** In any action or proceeding brought to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs, whether through arbitration or a court of competent jurisdiction. All damages or other sums payable by one party to another hereunder shall bear interest from the date incurred or payable until paid at a rate equal to the greater of (a) ten percent (10%) per annum or (b) the highest rate permitted by applicable law.
- f. **Further Assurances.** Grantor and Grantee hereby agree that Grantee shall, at any time and from time to time, in its reasonable discretion, require the Grantor to execute such documents or instruments and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and consummate the transactions contemplated in the Agreement. The covenant contained in this clause shall survive the execution, delivery and recordation of the Telecom Easement contemplated hereby.
- g. **Specific Performance.** The parties understand and agree that the Telecom Easement is unique and for that reason, among others, Grantee will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any breach or default in or of this Agreement or any of the warranties, terms or provisions hereof by Grantor, Grantee shall have, in addition and without prejudice to any right or remedy available at law or in equity, the right to demand and have specific performance of this Agreement.

[Remainder of page left intentionally blank. Signatures appear on following page.]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTOR:

DLC Media, Inc., an Indiana corporation

By: 
Name: David L. Crooks
Its: President
Date: 2-12-18

GRANTEE:

LANDMARK INFRASTRUCTURE HOLDING
COMPANY LLC, a Delaware limited liability company

By: _____
Name: _____
Title: Authorized Signatory
Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF VIGO, STATE OF INDIANA:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWELVE (12) NORTH, RANGE TEN (10) WEST OF THE SECOND PRINCIPAL MERIDIAN, IN SUGAR CREEK TOWNSHIP, VIGO COUNTY, INDIANA;

THENCE NORTH 89 DEGREES 26 MINUTES 05 SECONDS WEST A DISTANCE OF 398.84 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 06 SECONDS A DISTANCE OF 488.0 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST A DISTANCE OF 130.00 FEET;

THENCE SOUTH 25 DEGREES 42 MINUTES 35 SECONDS A DISTANCE OF 299.67 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST A DISTANCE OF 260.00 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS A DISTANCE OF 270.00 FEET TO THE POINT OF BEGINNING.

EXCEPT A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 12 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN IN SUGAR CREEK TOWNSHIP OF VIGO COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 12 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN IN SUGAR CREEK TOWNSHIP OF VIGO COUNTY, INDIANA;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED BEARING) 398.43 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF A 15.00 FEET WIDE ALLEY AS FOUND IN THE PLAT OF WOODLAND PARK PER PLAT BOOK 11, PAGE 3 IN THE OFFICE OF THE RECORDER OF VIGO COUNTY, INDIANA;

THENCE SOUTH 00 DEGREES 30 MINUTES 00 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY 488.00 FEET TO A 5/8 INCH DIAMETER REBAR WITH A YELLOW CAP STAMPED "WEIHE ENGR LS 0012" - (CAPPED REBAR), SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED REAL ESTATE AND THE NORTHWEST CORNER OF REAL ESTATE AS CONTAINED IN INSTRUMENT NO. 97-13929 OF SAID RECORDER'S OFFICE;

THENCE SOUTH 85 DEGREES 29 MINUTES 10 SECONDS EAST ALONG AN 8 FEET HIGH CHAIN LINK SECURITY FENCE 59.79 FEET;

THENCE CONTINUING ALONG SAID FENCE SOUTH 88 DEGREES 01 MINUTE 44 SECONDS EAST 73.99 FEET TO A POINT ON THE EAST LINE OF THE AFORESAID REAL ESTATE;

THENCE NORTH 26 DEGREES 03 MINUTES 27 SECONDS WEST ALONG SAID EAST LINE 8.07 FEET TO A "CAPPED REBAR";

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID REAL ESTATE 130.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

TELECOM EASEMENT

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF VIGO, STATE OF INDIANA:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-FIVE (25),
TOWNSHIP TWELVE (12) NORTH, RANGE TEN (10) WEST OF THE SECOND PRINCIPAL MERIDIAN, IN SUGAR CREEK
TOWNSHIP, VIGO COUNTY, INDIANA;

THENCE NORTH 89 DEGREES 26 MINUTES 05 SECONDS WEST A DISTANCE OF 398.84 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 06 SECONDS A DISTANCE OF 140.64 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS EAST A DISTANCE OF 116.58 FEET TO THE POINT OF
BEGINNING;

THENCE SOUTH 39 DEGREES 20 MINUTES 40 SECONDS A DISTANCE OF 14.49 FEET;

THENCE SOUTH 51 DEGREES 07 MINUTES 07 SECONDS WEST A DISTANCE OF 8.52 FEET;

THENCE NORTH 39 DEGREES 13 MINUTES 00 SECONDS A DISTANCE OF 14.49 FEET;

THENCE NORTH 51 DEGREES 05 MINUTES 55 SECONDS EAST A DISTANCE OF 8.49 FEET TO THE POINT OF
BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT IN, TO, UNDER AND ACROSS THE REAL PROPERTY DESCRIBED ON
EXHIBIT A FOR INGRESS AND EGRESS, OPERATION, MAINTENANCE OF AND UTILITY SERVICE TO THE TELECOM
EASEMENT, GUY WIRE ANCHORS AND TELECOM MONOPOLE.

TOGETHER WITH AN EASEMENT OVER THOSE PORTIONS OF THE TOWER DEMISED BY THE EXISTING TELECOM
AGREEMENT(S).

EXHIBIT C

EXISTING TELECOM AGREEMENT(S)

See Attached

EXHIBIT ONLY – NOT FOR EXECUTION

EXHIBIT D

FORM OF TELECOM EASEMENT

EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

This Easement and Assignment of Lease Agreement (this "**Agreement**") dated 2-12, 2018 (the "**Effective Date**") is by and between **DLC MEDIA, INC.**, an Indiana corporation ("**Grantor**"), and **LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC**, a Delaware limited liability company ("**Grantee**"); and

WHEREAS Grantor owns certain real property located at: 3438 W Larimer Dr, West Terre Haute, IN 47885-8850 ("**Property**"); and more particularly described in **Exhibit A** attached hereto, together with that certain tower structure located thereon (the "**Tower**"); and

WHEREAS Grantor intends to grant to Grantee an exclusive easement (the "**Telecom Easement**") in, to, under and over a certain portion of the Property described in **Exhibit B** attached hereto (the "**Telecom Easement Area**") for telecommunications purposes, and a non-exclusive easement (the "**Access Easement**") in, to, under and over certain portions of the Property described in **Exhibit C** attached hereto (the "**Access Easement Area**") for ingress, egress, maintenance and utility service for and to the Telecom Easement (the Telecom Easement and the Access Easement may be collectively referred to herein as the "**Easement**"); and

WHEREAS Grantor intends to sell, assign, set over, convey and transfer the existing telecommunications lease(s) or license(s) ("**Lease**") more particularly described in **Exhibit D** to Grantee; and

WHEREAS Grantor intends to allow Grantee to use the Easement in order that Grantee may lease space to Tenants in the telecommunications business; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF EASEMENT.** Grantor hereby grants to Grantee an exclusive easement over the Telecom Easement Area for the purpose of leasing space on the Property to telecommunications tenant(s) and uses associated with the exercise rights of telecommunications tenants under such leases, under the same terms and conditions as set forth in the Lease.
2. **TERM.** Commencing on 2-12, 2018 (the "**Commencement Date**"), the Term of this Agreement shall be for a period of ninety-nine years or until terminated as set forth in Section 3 below.
3. **TERMINATION.** Grantor may not terminate this Agreement; provided however, that in the event that Grantee voluntarily ceases to use the Easement for a continuous period of three (3) years, the Easement shall be deemed abandoned and this Agreement shall automatically terminate. "Ceases to use" shall mean that no telecom tenant is operating telecommunications equipment within the Telecom Easement Area including but not limited to, on the Tower.
4. **ASSIGNMENT OF LEASE.** As part of the consideration provided for this Agreement, Grantor hereby assigns and conveys all of its right, title and interest in and to the Lease, more particularly described in Exhibit D. Grantor shall retain and continue to faithfully perform and discharge any and all of Grantor's obligations as lessor under the Lease and Grantee assumes no obligations thereunder.
5. **NON-EXCLUSIVE ACCESS EASEMENT.** As part of the consideration for this Agreement, Grantor hereby grants to Grantee the Access Easement in, to, under and across the Property adequate to allow ingress and egress, operation, maintenance of and utility service to the Telecom Easement Area.
6. **REPRESENTATIONS AND COVENANTS OF GRANTOR.** Grantor represents and warrants to Grantee, as of the date hereof, that:
 - a. This Agreement and any other documents executed by Grantor in connection with it constitute the legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with their terms.
 - b. The execution, delivery and performance by Grantor of this Agreement does not and will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or of any agreement to which Grantor is a party including, without limitation, permits, mortgages and deeds of trust, or by which Grantor or the Property is bound and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantor is subject.
 - c. There is no pending or threatened action, judgment, order decree or proceeding (including any bankruptcy, insolvency, eminent domain, zoning or other land use regulation actions) that, if determined against Grantor, would adversely affect Grantor's ability to grant the Easement or such other documents or to perform its obligations hereunder or thereunder, or limit Grantee's ability to use the Easement as

contemplated herein. Grantor has received no notice from any governmental or quasi-governmental authority either that the Property or the use thereof violates any statutes, ordinances, orders or regulations affecting any portion of the Property.

d. Grantor owns one hundred percent (100%) of the fee title to the Property and the lessor's interest in and to the Lease.

e. Grantor has previously executed a mortgage/and or a security interest in the Lease to the First Financial Bank N.A. The parties agree that this agreement is subject to said bank, or its successor in interest, executing the Non-Disturbance and Attornment Agreement and Partial Release of Assignment of Lease and Rents tendered by Grantee and to be executed at or about the same time as this agreement. Grantor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Lease, or any portion of the Property the Easement occupies, except as expressly disclosed to Grantee in writing, other than to the First Financial Bank N.A. . Except for the Lease, Grantor has not executed or otherwise entered into any leases, tenancies, license or concession agreements, occupancy agreements or other agreements with respect to rights that would adversely affect Grantee's, or Grantee's tenants, possession or occupancy of any portion of the Easement or use of the Property pursuant to this Agreement or the Lease.

f. Grantor shall not allow or permit a breach or default to occur under the Leas and Grantor shall comply with all applicable laws which may affect the Property.

g. Grantor shall not settle or compromise any insurance claim or condemnation award relating to the Easement without Grantee's prior written approval, which shall not be unreasonably withheld.

h. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to use any portion of the Property, or the Easement in a way which interferes with the operations of tenants under the Lease, or any other of Grantee's future lessees or licensees, or to interfere with the Access Easement. Such interference shall be deemed a material breach by Grantor.

7. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. This Agreement shall run with the land upon which the Easement is located, and Grantor shall, in any and all deeds or other documents related to the sale, conveyance, assignment, mortgage, pledge, or other encumbrance or transfer of the Property, expressly provide that the Property is subject to all rights, liabilities and obligations under this Agreement (including without limitation, with respect to the Easement). Grantor hereby expressly acknowledges and agrees that Grantee may from time to time sell, convey, assign, mortgage, pledge, encumber, hypothecate, securitize or otherwise transfer some or all of Grantee's right, title and interest in and to this Agreement, the Easement, the Telecom Easement Area and/or the Access Easement Area without notice to or consent of Grantor. However, Grantor shall be notified in writing within thirty (30) days of any such transfer.

8. **SELF HELP.** In addition to every other right or remedy provided at law or equity, in the event Grantor fails or refuses to perform or comply with any of the terms, conditions, covenants, or obligations of this Agreement, including without limitation, those set forth in Section 9 hereof, Grantee, Grantee's agent(s) and/or Grantee's tenant(s) may, without liability for failure to do so, take whatever action they may deem necessary to cure such default or breach, or otherwise affect compliance with this Agreement, at the expense of the Grantor, provided that Grantee, Grantee's agent(s) and/or Grantee's tenant(s) will have given Grantor at least sixty (60) days written notice of their intention to do so, and provided that Grantor will have failed to correct said default or breach within said sixty (60) day period (except in an emergency situation such shorter notice as is reasonable in light of the circumstances may be given); provided that if 60 days is insufficient to cure such default or breach the Grantor shall have a reasonable amount of time to undertake such cure. The reasonable expense of such cure will be payable by the Grantor upon demand (provided that Grantee has fully complied with the notice provision and Grantor has not cured in accordance therewith) by the Grantee, Grantee's agent(s) and/or Grantee's tenant(s).

9. **POST-CLOSING OBLIGATIONS.** Grantor and Grantee acknowledge that Grantor owns the Tower located on the Property, and agree that during the term hereof, Grantor shall (i) obtain, maintain and renew, as necessary all required permits, licenses, consent, approvals and other authorizations of any type or nature from the appropriate governmental authorities for the current use of the Property to erect and maintain the Tower; and (ii) shall be responsible to maintain and repair, as needed, the Tower and the Property.

10. **ENVIRONMENTAL REPRESENTATIONS.**

a. **Grantor Environmental Representation.** Grantor represents that it has no knowledge of any substance, chemical or waste (collectively "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Grantor shall not introduce or use (or permit the use of) any Hazardous Substance on the Property in violation of any applicable federal, state or local environmental laws. Grantor shall be responsible for (and shall promptly conduct any investigation and remediation as required by any applicable environmental laws) all spills or other releases of any Hazardous Substance not caused solely by Grantee, that have occurred or which may occur on the Property.

b. **Grantee Environmental Representations.** Grantee shall not introduce or use any Hazardous Substance on the Property or the Easement in violation of any applicable federal, state or local environmental laws. Notwithstanding the foregoing, Grantee shall not be responsible for any Hazardous Substances arising or present on or before the Effective Date. Liability of Grantee for any claims with respect to any Hazardous Substances at the Property or the Easement shall be limited to contamination which is shown by clear evidence to have been solely caused by a release of a Hazardous Substance by Grantee after the Effective Date, and in violation of any applicable federal, state or local environmental laws.

c. **Mutual Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substance on the Property caused by the other party. This indemnification shall also apply to the migration of any Hazardous Substance to other properties, and the release of any Hazardous Substance into the environment that relate to or arise from the indemnitor's activities on the Property. Grantor agrees to defend, indemnify, protect and hold Grantee harmless from claims resulting from actions on the Property not caused by Grantee prior to, and during the Term of, this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

11. **NOTICES.** All notices, requests, demands and other communications hereunder shall be delivered by Certified Mail Return Receipt Requested, and/or a nationally recognized Overnight courier. Notice shall be deemed accepted upon proof of delivery. Notices shall be delivered:

As to Grantor: 111 W National Ave
Brazil, IN 47834

As to Grantee: c/o Landmark Dividend LLC
P.O. Box 3429
2141 Rosecrans Ave., Suite 2100
El Segundo, CA 90245
Attn: Legal Dept.

12. **DEFAULT.** It shall be an "Event of Default" if either Grantor or Grantee fails to observe or perform any of the terms, conditions or its respective obligations set forth in this Agreement. Upon receiving written notice of such a default or breach of this Agreement, the defaulting party shall have sixty (60) days to cure such default. Notwithstanding anything herein to the contrary, if the required cure of the noticed default cannot reasonably be completed by Grantee within such 60-day period, Grantee's failure to perform shall not constitute an Event of Default so long as Grantee undertakes to cure the failure promptly and diligently and continuously pursues the cure thereof to completion. In the event that the defaulting party fails to cure such default within the cure period, the non-defaulting party shall be entitled to exercise any rights permitted by applicable law.

13. **AGREEMENT FULLY PERFORMED.** Notwithstanding anything herein to the contrary, this Agreement is deemed to be fully performed by Grantee as of the Commencement Date. In no event shall this Agreement be deemed an executory contract for purposes of the United States Bankruptcy Code, as amended (the "Code"), and this Agreement may not be rejected pursuant to Section 365 of the Code.

14. **GOVERNING LAW; CERTAIN WAIVERS.**

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

(b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING TO ENFORCE OR INTERPRET THIS AGREEMENT.

(c) EACH PARTY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE APPLICABLE UNITED STATES DISTRICT COURT FOR THE DISTRICT THE PROPERTY IS LOCATED IN, AND EACH PARTY WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE IN SUCH COURT, WHETHER ON THE BASIS OF INCONVENIENT FORUM OR OTHERWISE.

[Remainder of page left intentionally blank. Signatures appear on following pages.]

GRANTEE:

LANDMARK INFRASTRUCTURE HOLDING
COMPANY LLC, a Delaware limited liability
company

By: _____

Name: _____

Title: Authorized Signatory

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On _____ before me, _____ (here insert name and title of officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF VIGO, STATE OF INDIANA:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWELVE (12) NORTH, RANGE TEN (10) WEST OF THE SECOND PRINCIPAL MERIDIAN, IN SUGAR CREEK TOWNSHIP, VIGO COUNTY, INDIANA;

THENCE NORTH 89 DEGREES 26 MINUTES 05 SECONDS WEST A DISTANCE OF 398.84 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 06 SECONDS A DISTANCE OF 488.0 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST A DISTANCE OF 130.00 FEET;

THENCE SOUTH 25 DEGREES 42 MINUTES 35 SECONDS A DISTANCE OF 299.67 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST A DISTANCE OF 260.00 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS A DISTANCE OF 270.00 FEET TO THE POINT OF BEGINNING.

EXCEPT A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 12 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN IN SUGAR CREEK TOWNSHIP OF VIGO COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 12 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN IN SUGAR CREEK TOWNSHIP OF VIGO COUNTY, INDIANA;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED BEARING) 398.43 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF A 15.00 FEET WIDE ALLEY AS FOUND IN THE PLAT OF WOODLAND PARK PER PLAT BOOK 11, PAGE 3 IN THE OFFICE OF THE RECORDER OF VIGO COUNTY, INDIANA;

THENCE SOUTH 00 DEGREES 30 MINUTES 00 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY 488.00 FEET TO A 5/8 INCH DIAMETER REBAR WITH A YELLOW CAP STAMPED "WEIHE ENGR LS 0012" - (CAPPED REBAR), SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED REAL ESTATE AND THE NORTHWEST CORNER OF REAL ESTATE AS CONTAINED IN INSTRUMENT NO. 97-13929 OF SAID RECORDER'S OFFICE;

THENCE SOUTH 85 DEGREES 29 MINUTES 10 SECONDS EAST ALONG AN 8 FEET HIGH CHAIN LINK SECURITY FENCE 59.79 FEET;

THENCE CONTINUING ALONG SAID FENCE SOUTH 88 DEGREES 01 MINUTE 44 SECONDS EAST 73.99 FEET TO A POINT ON THE EAST LINE OF THE AFORESAID REAL ESTATE;

THENCE NORTH 26 DEGREES 03 MINUTES 27 SECONDS WEST ALONG SAID EAST LINE 8.07 FEET TO A "CAPPED REBAR";

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID REAL ESTATE 130.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

TELECOM EASEMENT AREA DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF VIGO, STATE OF INDIANA:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-FIVE (25),
TOWNSHIP TWELVE (12) NORTH, RANGE TEN (10) WEST OF THE SECOND PRINCIPAL MERIDIAN, IN SUGAR CREEK
TOWNSHIP, VIGO COUNTY, INDIANA;

THENCE NORTH 89 DEGREES 26 MINUTES 05 SECONDS WEST A DISTANCE OF 398.84 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 06 SECONDS A DISTANCE OF 140.64 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS EAST A DISTANCE OF 116.58 FEET TO THE POINT OF
BEGINNING;

THENCE SOUTH 39 DEGREES 20 MINUTES 40 SECONDS A DISTANCE OF 14.49 FEET;

THENCE SOUTH 51 DEGREES 07 MINUTES 07 SECONDS WEST A DISTANCE OF 8.52 FEET;

THENCE NORTH 39 DEGREES 13 MINUTES 00 SECONDS A DISTANCE OF 14.49 FEET;

THENCE NORTH 51 DEGREES 05 MINUTES 55 SECONDS EAST A DISTANCE OF 8.49 FEET TO THE POINT OF
BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT IN, TO, UNDER AND ACROSS THE REAL PROPERTY DESCRIBED ON
EXHIBIT A FOR INGRESS AND EGRESS, OPERATION, MAINTENANCE OF AND UTILITY SERVICE TO THE TELECOM
EASEMENT, GUY WIRE ANCHORS AND TELECOM MONOPOLE.

TOGETHER WITH AN EASEMENT OVER THOSE PORTIONS OF THE TOWER DEMISED BY THE EXISTING TELECOM
AGREEMENT(S).

EXHIBIT C

ACCESS EASEMENT AREA DESCRIPTION

A NON-EXCLUSIVE EASEMENT IN, TO, UNDER AND ACROSS THE REAL PROPERTY DESCRIBED ON EXHIBIT A FOR INGRESS AND EGRESS, OPERATION, MAINTENANCE OF AND UTILITY SERVICE TO THE TELECOM EASEMENT, GUY WIRE ANCHORS AND TELECOM MONOPOLE.

TOGETHER WITH AN EASEMENT OVER THOSE PORTIONS OF THE TOWER DEMISED BY THE EXISTING TELECOM AGREEMENT(S).

EXHIBIT D

LEASE DESCRIPTION

That certain unrecorded Tower Lease Agreement dated March 28, 2006, as amended by that certain First Amendment to Tower Lease Agreement dated August 17, 2015, by and between DLC Media, Inc., an Indiana corporation as successor-in-interest to Emmis Indiana Broadcasting L.P. ("Lessor") and UbiquiTel Leasing Company ("Lessee"), for the property located at 3438 W Larimer Dr., West Terre Haute, IN 47885.

PREPARED BY:
LANDMARK DIVIDEND LLC
P.O. BOX 3429
EL SEGUNDO, CA 90245

RETURN TO:
M. CATER
FIDELITY NATIONAL TITLE
7130 GLEN FOREST DRIVE #300
RICHMOND, VA 23226
ORDER NO. 26 526 060

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND
PARTIAL RELEASE OF ASSIGNMENT OF LEASES AND RENTS**

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND PARTIAL RELEASE OF ASSIGNMENT OF LEASES AND RENTS (this "Agreement"), dated this 12th day of FEB, 2018, by and between **FIRST FINANCIAL BANK** ("Lender"), and **DLC MEDIA, INC.**, an Indiana corporation ("Lessor"), and **LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC**, a Delaware limited liability company ("Landmark").

WITNESSETH:

WHEREAS, Lessor, and certain tenant(s), are parties to a lease (the "Lease(s)") for a portion of the real property ("Leased Premises") as said real property is described in **Exhibit "A"** attached to this Agreement ("Real Property"); and

WHEREAS, Landmark and Lessor have entered into or propose to enter into a Lease Purchase Agreement (the "Purchase Agreement") which would, among other things, provide for the payment by Landmark of a lump sum to Lessor in exchange for an assignment by Lessor of all its right, title and interest in and to the Lease(s) more particularly described on **Exhibit "B"** hereto (the "Assigned Lease(s)") and a grant of an easement over the Leased Premises (the "Easement"); and

WHEREAS, Lender made or has agreed to make a loan to Lessor, secured by a Mortgage, Deed of Trust or other Security Agreement on the Real Property ("Mortgage"); and

WHEREAS, the parties hereto desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, Lender, Lessor and Landmark hereby agree as follows:

1. Non-Disturbance. So long as the Assigned Lease(s) and the Easement are not terminated, the use, possession or enjoyment of Leased Premises and/or the Easement by Landmark or its tenants, successors, assigns, mortgagees and secured creditors, including the collection of rents by Landmark, pursuant to the Assigned Lease(s), or from future leases or licenses of the Easement area ("Replacement Leases"), shall

not be interfered with nor shall the Easement be affected in any other manner, in any exercise of any power of sale in the Mortgage, or by foreclosure or any action or proceeding instituted under or in connection with the Mortgage or other remedial proceeding (including any proceedings under the Bankruptcy Code, 11. U.S.C. §101 et seq.), except that the person or entity acquiring the interest of the Lessor under the Easement as a result of any such action or proceeding, and the successors and assigns thereof (hereinafter referred to as the "Purchaser") shall not be (a) liable for any act or omission of any prior site owner; or (b) subject to any offsets or defenses which Landmark under the Purchase Agreement might have against the prior site owner. **Lender and Lessor specifically acknowledge that Landmark shall have the exclusive right to collect any and all rents due by tenant(s) under the Assigned Lease(s), or any Replacement Leases, and by execution of this instrument, any Assigned Leases, Replacement Leases, and the Easement are specifically released from that certain Deed of Trust or Mortgage and Security Instruments with Assignment of Rents and Leases by Lessor to and for the benefit of Lender dated as of March 21, 2017, and recorded on April 24, 2017, at Instrument No. 2017003831.**

2. Landmark Not To Be Joined In Foreclosure. So long as the Assigned Lease(s) and the Easement are not terminated, Lender will not join Landmark as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Assigned Lease(s) or the Easement.

3. Attornment. In the event the exercise of the power of sale in the Mortgage, or in the event of foreclosure of the Mortgage, or in event of a conveyance of the Lessor's Real Property in lieu of foreclosure, Landmark agrees to attorn to and accept the purchaser at the foreclosure sale or the Lender under the conveyance in lieu of foreclosure as the site owner for the balance then remaining of the term of the assignment subject to all terms and conditions of the Purchase Agreement and the terms of this Agreement. Said attornment shall be effective and self-operative without the execution of any further instruments upon the succession by Purchaser to the interest of Lessor. The rights and obligations of Landmark upon such attornment, shall be and are the same as now set forth in the Purchase Agreement.

4. Successors and Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their respective heirs, administrators, representatives, successors and assigns, or any other person having an interest therein and any purchaser of the Site Owner's Property, including without limitation at or after a foreclosure sale or conveyance in lieu of foreclosure.

5. Provisions Binding: Authority. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender, Lessor and Landmark. The respective signatories for the parties to this Agreement represent and warrant to their respective counterparties that each is duly authorized to execute this Agreement on behalf of the party each signatory represents, and that said party is duly authorized to execute and deliver this Agreement.

6. Governing Law. This Agreement shall be interpreted and governed by the laws of the State in which the Lessor's Real Property is located.

7. Counterparts. This Agreement may be signed in multiple counterparts, each of which is an original, but all of which comprise one Agreement.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LANDMARK:

LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On _____ before me, _____ (here insert name and title of officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

Real Property Legal Description

Property commonly known as: 3438 W Larimer Dr, West Terre Haute, IN 47885-8850.

The following described real estate situated in the County of Vigo, State of Indiana:

Beginning at a point 398.43 feet West and 488.0 feet South of the Northeast corner of the Southwest quarter (1/4) of Section Twenty-five (25), Township Twelve (12) North, Range Ten (10) West; thence East 130 feet; thence to the right 54 degrees 17 minutes, 299.68 feet, thence West 260 feet; thence North 270 feet to the place of beginning.

EXCEPT a part of the East half of the Southwest Quarter of Section 25, Township 12 North, Range 10 West of the Second Principal Meridian in Sugar Creek Township of Vigo County, Indiana, being more particularly described as follows:

Commencing at a stone marking the Northeast corner of the Southwest Quarter of Section 25, Township 12 North, Range 10 West of the Second Principal Meridian in Sugar Creek Township of Vigo County, Indiana; thence North 90 degrees 00 minutes 00 seconds West (Assumed Bearing) 398.43 feet to a point on the east right-of-way of a 15.00 feet wide alley as found in the plat of Woodland Park per Plat Book 11, Page 3 in the Office of the Recorder of Vigo County, Indiana; thence South 00 degrees 30 minutes 00 seconds East along said east right-of-way 488.00 feet to a 5/8 inch diameter rebar with a yellow cap stamped "WEIHE ENGR LS 0012" - (capped rebar), said point being the POINT OF BEGINNING of the following described real estate and the Northwest corner of real estate as contained in Instrument No. 97-13929 of said Recorder's Office; thence South 85 degrees 29 minutes 10 seconds East along an 8 feet high chain link security fence 59.79 feet; thence continuing along said fence South 88 degrees 01 minutes 44 seconds East 73.99 feet to a point on the East line of the aforesaid real estate; thence North 26 degrees 03 minutes 27 seconds West along said East line 8.07 feet to a "capped rebar"; thence South 90 degrees 00 minutes 00 seconds West along the North line of said real estate 130.00 feet to the POINT OF BEGINNING.

ALSO

An easement for the purpose of locating, maintaining, repairing and replacing a guy wire support over the following described Real Estate, to wit:

A part of the East half of the Southwest Quarter of Section 25, Township 12 North, Range 10 West of the Second Principal Meridian in Sugar Creek Township of Vigo County, Indiana, being more particularly described as follows: Commencing at a stone marking the Northeast corner of the Southwest Quarter of Section 25, Township 12 North, Range 10 West of the Second Principal Meridian in Sugar Creek Township of Vigo County, Indiana, thence north 90 degrees 00 minutes 00 seconds West (Assumed Bearing) 398.43 feet to a point on the east right-of-way of a 15.00 feet wide alley as found in the plat of Woodland Park per Plat Book 11, page 3 in the Office of the Recorder of Vigo County, Indiana; thence South 00 degrees 30 minutes 00 seconds East along said east right-of-way 758.00 feet to the POINT OF BEGINNING of the following described real estate, said point being the Southwest corner of real estate as contained in Instrument No. 97-13929 of said Recorder's Office; thence North 90 degrees 00 minutes (X) seconds East along the South line of said

Commencing at a stone marking the Northeast corner of the Southwest Quarter of Section 25, Township 12 North, Range 10 West of the Second Principal Meridian in Sugar Creek Township of Vigo County, Indiana; thence North 90 degrees 00 minutes 00 seconds West (Assumed Bearing) 398.43 feet to a point on the east right-of-way of a 15.00 foot wide alley as found in the plat of Woodland Park per Plat Book 11, Page 3 in the Office of the Recorder of Vigo County, Indiana; thence South 00 degrees 30 minutes 00 seconds East along said east right-of-way 488.00 feet to a 5/8 inch diameter rebar with a yellow cap stamped "WHITE ENGR LS 0012" - ("capped rebar"), said point being the Northwest corner of real estate as contained in Instrument No. 97-13929 of said Recorder's Office thence North 90 degrees 00 minutes 00 seconds East along the North line of said real estate 130.00 feet to a "capped rebar" at the POINT OF BEGINNING of the following described real estate; thence South 26 degrees 06 minutes 46 seconds East along the East line of said real estate 293.43 feet to the intersection of an 8 foot high chain link security fence; thence North 87 degrees 51 minutes 48 seconds East along said fence 13.56 feet to the Southeast most corner of said fence; thence continues North 32 degrees 50 minutes 43 seconds West along said fence 70.29 feet; thence continues North 27 degrees 07 minutes 50 seconds West along said fence 59.30 feet; thence continues North 27 degrees 07 minutes 47 seconds West along said fence 81.47 feet; thence continues North 26 degrees 42 minutes 57 seconds West 88.40 feet to the POINT OF BEGINNING.

A part of the East half of the Southwest Quarter of Section 25, Township 12 North, Range 10 West of the Second Principal Meridian in Sugar Creek Township of Vigo County, Indiana, being more particularly described as follows:

ALSO

real estate being parallel with the north line of said quarter section 19.90 feet; thence South 00 degrees 00 seconds East 12.13 feet; thence North 90 degrees 00 minutes 00 seconds West 19.90 feet to a point on said east right-of-way; thence North 00 degrees 00 minutes 00 seconds West along said right-of-way 12.13 feet to the POINT OF BEGINNING.

EXHIBIT "B"

Description of Assigned Lease(s)

That certain unrecorded Tower Lease Agreement dated March 28, 2006, by and between DLC Media, Inc., an Indiana corporation as successor-in-interest to Emmis Indiana Broadcasting L.P. ("Lessor"), and UbiquiTel Leasing Company ("Lessee"), for the property located at 3438 W Larimer Dr., West Terre Haute, IN 47885-8850.

EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

PIN: 84-05-25-333-002.000-021

STATE OF: INDIANA
COUNTY OF: VIGO

Document Date: _____

GRANTOR: DLC MEDIA, INC., AN INDIANA CORPORATION
Address: 111 W National Ave
Brazil, IN 47834

GRANTEE: LANDMARK INFRASTRUCTURE HOLDING COMPANY
LLC
Address: P.O. Box 3429
El Segundo, CA 90245

Legal Description: Attached as Exhibit A.

Prepared by:
Landmark Dividend LLC
2141 Rosecrans Ave, Suite 2100
El Segundo, CA 90245
TC186511

Return after recording to:
Fidelity National Title Group
Attn: Melissa Cater
7130 Glen Forest Drive #300
Richmond, VA 23226
FTC Order No: 26 526 060

EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

This Easement and Assignment of Lease Agreement (this "**Agreement**") dated 2-12, 2018 (the "**Effective Date**") is by and between **DLC MEDIA, INC.**, an Indiana corporation ("**Grantor**"), and **LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC**, a Delaware limited liability company ("**Grantee**"); and

WHEREAS Grantor owns certain real property located at: 3438 W Larimer Dr, West Terre Haute, IN 47885-8850 ("**Property**"); and more particularly described in Exhibit A attached hereto, together with that certain tower structure located thereon (the "**Tower**"); and

WHEREAS Grantor intends to grant to Grantee an exclusive easement (the "**Telecom Easement**") in, to, under and over a certain portion of the Property described in Exhibit B attached hereto (the "**Telecom Easement Area**") for telecommunications purposes, and a non-exclusive easement (the "**Access Easement**") in, to, under and over certain portions of the Property described in Exhibit C attached hereto (the "**Access Easement Area**") for ingress, egress, maintenance and utility service for and to the Telecom Easement (the Telecom Easement and the Access Easement may be collectively referred to herein as the "**Easement**"); and

WHEREAS Grantor intends to sell, assign, set over, convey and transfer the existing telecommunications lease(s) or license(s) ("**Lease**") more particularly described in Exhibit D to Grantee; and

WHEREAS Grantor intends to allow Grantee to use the Easement in order that Grantee may lease space to Tenants in the telecommunications business; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF EASEMENT.** Grantor hereby grants to Grantee an exclusive easement over the Telecom Easement Area for the purpose of leasing space on the Property to telecommunications tenant(s) and uses associated with the exercise rights of telecommunications tenants under such leases, under the same terms and conditions as set forth in the Lease.
2. **TERM.** Commencing on 2-12, 2018 (the "**Commencement Date**"), the Term of this Agreement shall be for a period of ninety-nine years or until terminated as set forth in Section 3 below.
3. **TERMINATION.** Grantor may not terminate this Agreement; provided however, that in the event that Grantee voluntarily ceases to use the Easement for a continuous period of three (3) years, the Easement shall be deemed abandoned and this Agreement shall automatically terminate. "Ceases to use" shall mean that no telecom tenant is operating telecommunications equipment within the Telecom Easement Area including but not limited to, on the Tower.
4. **ASSIGNMENT OF LEASE.** As part of the consideration provided for this Agreement, Grantor hereby assigns and conveys all of its right, title and interest in and to the Lease, more particularly described in Exhibit D. Grantor shall retain and continue to faithfully perform and discharge any and all of Grantor's obligations as lessor under the Lease and Grantee assumes no obligations thereunder.
5. **NON-EXCLUSIVE ACCESS EASEMENT.** As part of the consideration for this Agreement, Grantor hereby grants to Grantee the Access Easement in, to, under and across the Property adequate to allow ingress and egress, operation, maintenance of and utility service to the Telecom Easement Area.
6. **REPRESENTATIONS AND COVENANTS OF GRANTOR.** Grantor represents and warrants to Grantee, as of the date hereof, that:
 - a. This Agreement and any other documents executed by Grantor in connection with it constitute the legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with their terms.
 - b. The execution, delivery and performance by Grantor of this Agreement does not and will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or of any agreement to which Grantor is a party including, without limitation, permits, mortgages and deeds of trust, or by which Grantor or the Property is bound and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantor is subject.
 - c. There is no pending or threatened action, judgment, order decree or proceeding (including any bankruptcy, insolvency, eminent domain, zoning or other land use regulation actions) that, if determined against Grantor, would adversely affect Grantor's

ability to grant the Easement or such other documents or to perform its obligations hereunder or thereunder, or limit Grantee's ability to use the Easement as contemplated herein. Grantor has received no notice from any governmental or quasi-governmental authority either that the Property or the use thereof violates any statutes, ordinances, orders or regulations affecting any portion of the Property.

d. Grantor owns one hundred percent (100%) of the fee title to the Property and the lessor's interest in and to the Lease.

e. Grantor has previously executed a mortgage/and or a security interest in the Lease to the First Financial Bank N.A. The parties agree that this agreement is subject to said bank, or its successor in interest, executing the Non-Disturbance and Attornment Agreement and Partial Release of Assignment of Lease and Rents tendered by Grantee and to be executed at or about the same time as this agreement. Grantor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Lease, or any portion of the Property the Easement occupies, except as expressly disclosed to Grantee in writing, other than to the First Financial Bank N.A. . Except for the Lease, Grantor has not executed or otherwise entered into any leases, tenancies, license or concession agreements, occupancy agreements or other agreements with respect to rights that would adversely affect Grantee's, or Grantee's tenants, possession or occupancy of any portion of the Easement or use of the Property pursuant to this Agreement or the Lease.

f. Grantor shall not allow or permit a breach or default to occur under the Leas and Grantor shall comply with all applicable laws which may affect the Property.

g. Grantor shall not settle or compromise any insurance claim or condemnation award relating to the Easement without Grantee's prior written approval, which shall not be unreasonably withheld.

h. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to use any portion of the Property, or the Easement in a way which interferes with the operations of tenants under the Lease, or any other of Grantee's future lessees or licensees, or to interfere with the Access Easement. Such interference shall be deemed a material breach by Grantor.

7. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. This Agreement shall run with the land upon which the Easement is located, and Grantor shall, in any and all deeds or other documents related to the sale, conveyance, assignment, mortgage, pledge, or other encumbrance or transfer of the Property, expressly provide that the Property is subject to all rights, liabilities and obligations under this Agreement (including without limitation, with respect to the Easement). Grantor hereby expressly acknowledges and agrees that Grantee may from time to time sell, convey, assign, mortgage, pledge, encumber, hypothecate, securitize or otherwise transfer some or all of Grantee's right, title and interest in and to this Agreement, the Easement, the Telecom Easement Area and/or the Access Easement Area without notice to or consent of Grantor. However, Grantor shall be notified in writing within thirty (30) days of any such transfer.

8. **SELF HELP.** In addition to every other right or remedy provided at law or equity, in the event Grantor fails or refuses to perform or comply with any of the terms, conditions, covenants, or obligations of this Agreement, including without limitation, those set forth in Section 9 hereof, Grantee, Grantee's agent(s) and/or Grantee's tenant(s) may, without liability for failure to do so, take whatever action they may deem necessary to cure such default or breach, or otherwise affect compliance with this Agreement, at the expense of the Grantor, provided that Grantee, Grantee's agent(s) and/or Grantee's tenant(s) will have given Grantor at least sixty (60) days written notice of their intention to do so, and provided that Grantor will have failed to correct said default or breach within said sixty (60) day period (except in an emergency situation such shorter notice as is reasonable in light of the circumstances may be given); provided that if 60 days is insufficient to cure such default or breach the Grantor shall have a reasonable amount of time to undertake such cure. The reasonable expense of such cure will be payable by the Grantor upon demand (provided that Grantee has fully complied with the notice provision and Grantor has not cured in accordance therewith) by the Grantee, Grantee's agent(s) and/or Grantee's tenant(s).

9. **POST-CLOSING OBLIGATIONS.** Grantor and Grantee acknowledge that Grantor owns the Tower located on the Property, and agree that during the term hereof, Grantor shall (i) obtain, maintain and renew, as necessary all required permits, licenses, consent, approvals and other authorizations of any type or nature from the appropriate governmental authorities for the current use of the Property to erect and maintain the Tower; and (ii) shall be responsible to maintain and repair, as needed, the Tower and the Property.

10. **ENVIRONMENTAL REPRESENTATIONS.**

a. **Grantor Environmental Representation.** Grantor represents that it has no knowledge of any substance, chemical or waste (collectively "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Grantor shall not introduce or use (or permit the use of) any Hazardous Substance on the Property in violation of any applicable federal, state or local environmental laws. Grantor shall be responsible for (and shall

promptly conduct any investigation and remediation as required by any applicable environmental laws) all spills or other releases of any Hazardous Substance not caused solely by Grantee, that have occurred or which may occur on the Property.

b. **Grantee Environmental Representations.** Grantee shall not introduce or use any Hazardous Substance on the Property or the Easement in violation of any applicable federal, state or local environmental laws. Notwithstanding the foregoing, Grantee shall not be responsible for any Hazardous Substances arising or present on or before the Effective Date. Liability of Grantee for any claims with respect to any Hazardous Substances at the Property or the Easement shall be limited to contamination which is shown by clear evidence to have been solely caused by a release of a Hazardous Substance by Grantee after the Effective Date, and in violation of any applicable federal, state or local environmental laws.

c. **Mutual Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substance on the Property caused by the other party. This indemnification shall also apply to the migration of any Hazardous Substance to other properties, and the release of any Hazardous Substance into the environment that relate to or arise from the indemnitor's activities on the Property. Grantor agrees to defend, indemnify, protect and hold Grantee harmless from claims resulting from actions on the Property not caused by Grantee prior to, and during the Term of, this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

11. **NOTICES.** All notices, requests, demands and other communications hereunder shall be delivered by Certified Mail Return Receipt Requested, and/or a nationally recognized Overnight courier. Notice shall be deemed accepted upon proof of delivery. Notices shall be delivered:

As to Grantor: 111 W National Ave
Brazil, IN 47834

As to Grantee: c/o Landmark Dividend LLC
P.O. Box 3429
2141 Rosecrans Ave., Suite 2100
El Segundo, CA 90245
Attn: Legal Dept.

12. **DEFAULT.** It shall be an "Event of Default" if either Grantor or Grantee fails to observe or perform any of the terms, conditions or its respective obligations set forth in this Agreement. Upon receiving written notice of such a default or breach of this Agreement, the defaulting party shall have sixty (60) days to cure such default. Notwithstanding anything herein to the contrary, if the required cure of the noticed default cannot reasonably be completed by Grantee within such 60-day period, Grantee's failure to perform shall not constitute an Event of Default so long as Grantee undertakes to cure the failure promptly and diligently and continuously pursues the cure thereof to completion. In the event that the defaulting party fails to cure such default within the cure period, the non-defaulting party shall be entitled to exercise any rights permitted by applicable law.

13. **AGREEMENT FULLY PERFORMED.** Notwithstanding anything herein to the contrary, this Agreement is deemed to be fully performed by Grantee as of the Commencement Date. In no event shall this Agreement be deemed an executory contract for purposes of the United States Bankruptcy Code, as amended (the "Code"), and this Agreement may not be rejected pursuant to Section 365 of the Code.

14. **GOVERNING LAW; CERTAIN WAIVERS.**

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

(b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING TO ENFORCE OR INTERPRET THIS AGREEMENT.

(c) EACH PARTY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE APPLICABLE UNITED STATES DISTRICT COURT FOR THE DISTRICT THE PROPERTY IS LOCATED IN, AND EACH PARTY WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE IN SUCH COURT, WHETHER ON THE BASIS OF INCONVENIENT FORUM OR OTHERWISE.

[Remainder of page left intentionally blank. Signatures appear on following pages.]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTOR:

DLC Media, Inc., an Indiana corporation

By: [Signature]
Name: David L. Crooks
Title: President

Date: 2-12-18

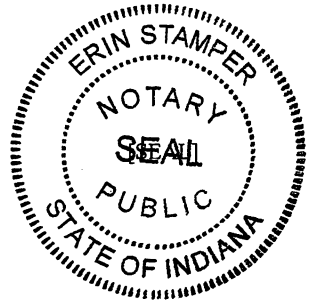
STATE OF Indiana)
COUNTY OF Parke) ss.

On Feb. 12, 2018, before me, Erin Stamper, a Notary Public in and for said County and State, personally appeared David L. Crooks, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Indiana that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

[Signature]
Notary Public
My Commission Expires: 9-13-2025



GRANTEE:

LANDMARK INFRASTRUCTURE HOLDING
COMPANY LLC, a Delaware limited liability
company

By: _____

Name: _____

Title: Authorized Signatory

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On _____ before me, _____ (here insert name and title of officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF VIGO, STATE OF INDIANA:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWELVE (12) NORTH, RANGE TEN (10) WEST OF THE SECOND PRINCIPAL MERIDIAN, IN SUGAR CREEK TOWNSHIP, VIGO COUNTY, INDIANA;

THENCE NORTH 89 DEGREES 26 MINUTES 05 SECONDS WEST A DISTANCE OF 398.84 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 06 SECONDS A DISTANCE OF 488.0 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST A DISTANCE OF 130.00 FEET;

THENCE SOUTH 25 DEGREES 42 MINUTES 35 SECONDS A DISTANCE OF 299.67 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST A DISTANCE OF 260.00 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS A DISTANCE OF 270.00 FEET TO THE POINT OF BEGINNING.

EXCEPT A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 12 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN IN SUGAR CREEK TOWNSHIP OF VIGO COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 12 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN IN SUGAR CREEK TOWNSHIP OF VIGO COUNTY, INDIANA;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED BEARING) 398.43 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF A 15.00 FEET WIDE ALLEY AS FOUND IN THE PLAT OF WOODLAND PARK PER PLAT BOOK 11, PAGE 3 IN THE OFFICE OF THE RECORDER OF VIGO COUNTY, INDIANA;

THENCE SOUTH 00 DEGREES 30 MINUTES 00 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY 488.00 FEET TO A 5/8 INCH DIAMETER REBAR WITH A YELLOW CAP STAMPED "WEIHE ENGR LS 0012" - (CAPPED REBAR), SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED REAL ESTATE AND THE NORTHWEST CORNER OF REAL ESTATE AS CONTAINED IN INSTRUMENT NO. 97-13929 OF SAID RECORDER'S OFFICE;

THENCE SOUTH 85 DEGREES 29 MINUTES 10 SECONDS EAST ALONG AN 8 FEET HIGH CHAIN LINK SECURITY FENCE 59.79 FEET;

THENCE CONTINUING ALONG SAID FENCE SOUTH 88 DEGREES 01 MINUTE 44 SECONDS EAST 73.99 FEET TO A POINT ON THE EAST LINE OF THE AFORESAID REAL ESTATE;

THENCE NORTH 26 DEGREES 03 MINUTES 27 SECONDS WEST ALONG SAID EAST LINE 8.07 FEET TO A "CAPPED REBAR";

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID REAL ESTATE 130.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

TELECOM EASEMENT AREA DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF VIGO, STATE OF INDIANA:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWELVE (12) NORTH, RANGE TEN (10) WEST OF THE SECOND PRINCIPAL MERIDIAN, IN SUGAR CREEK TOWNSHIP, VIGO COUNTY, INDIANA;

THENCE NORTH 89 DEGREES 26 MINUTES 05 SECONDS WEST A DISTANCE OF 398.84 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 06 SECONDS A DISTANCE OF 140.64 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS EAST A DISTANCE OF 116.58 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 39 DEGREES 20 MINUTES 40 SECONDS A DISTANCE OF 14.49 FEET;

THENCE SOUTH 51 DEGREES 07 MINUTES 07 SECONDS WEST A DISTANCE OF 8.52 FEET;

THENCE NORTH 39 DEGREES 13 MINUTES 00 SECONDS A DISTANCE OF 14.49 FEET;

THENCE NORTH 51 DEGREES 05 MINUTES 55 SECONDS EAST A DISTANCE OF 8.49 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT IN, TO, UNDER AND ACROSS THE REAL PROPERTY DESCRIBED ON EXHIBIT A FOR INGRESS AND EGRESS, OPERATION, MAINTENANCE OF AND UTILITY SERVICE TO THE TELECOM EASEMENT, GUY WIRE ANCHORS AND TELECOM MONOPOLE.

TOGETHER WITH AN EASEMENT OVER THOSE PORTIONS OF THE TOWER DEMISED BY THE EXISTING TELECOM AGREEMENT(S).

EXHIBIT C

ACCESS EASEMENT AREA DESCRIPTION

A NON-EXCLUSIVE EASEMENT IN, TO, UNDER AND ACROSS THE REAL PROPERTY DESCRIBED ON EXHIBIT A FOR INGRESS AND EGRESS, OPERATION, MAINTENANCE OF AND UTILITY SERVICE TO THE TELECOM EASEMENT, GUY WIRE ANCHORS AND TELECOM MONOPOLE.

TOGETHER WITH AN EASEMENT OVER THOSE PORTIONS OF THE TOWER DEMISED BY THE EXISTING TELECOM AGREEMENT(S).

EXHIBIT D

LEASE DESCRIPTION

That certain unrecorded Tower Lease Agreement dated March 28, 2006, as amended by that certain First Amendment to Tower Lease Agreement dated August 17, 2015, by and between DLC Media, Inc., an Indiana corporation as successor-in-interest to Emmis Indiana Broadcasting L.P. ("Lessor") and UbiquiTel Leasing Company ("Lessee"), for the property located at 3438 W Larimer Dr., West Terre Haute, IN 47885.

Lessee Site Name: W. Terre Haute

Lessee Site Number: IN03UB007

TOWER LEASE AGREEMENT

This TOWER LEASE AGREEMENT (the Agreement), made as of this 28th day of March, 2006 (the "Effective Date"), is made by and among EMMIS INDIANA BROADCASTING L.P., with its principal place of business at One Emmis Plaza, 40 Monument Circle, Suite 700, Indianapolis, Indiana 46204, Federal Tax Identification Number: 35-2039701 ("Lessor"), and UbiquiTel Leasing Company, with a place of business at One West Elm Street, Suite 400, Conshohocken, Pennsylvania 19428 ("Lessee").

RECITALS

WHEREAS, Lessor is the owner of real property located at 3438 West Larimer Drive, West Terre Haute, Indiana 47885 (the "Property"), containing a communications tower with approximate coordinates of: North Latitude 39-27-13 West Longitude 87-28-15 (NAD27) the "Tower",

WHEREAS, Lessee desires to lease space on the Tower and space on the Property for the purpose of establishing a communications Facility; and

WHEREAS, Lessor has such Tower space and space on the Property which Lessee has satisfied itself is fully suitable for Lessee's needs;

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Leased Premises**. Lessor hereby leases to Lessee, under the terms and conditions set forth in this Agreement, the following: (i) certain space on Lessor's Tower and Property for the equipment described and located on the Tower and Property in **Exhibit A**, attached hereto and made a part hereof, and (ii) certain rights-of-way reasonably determined by Lessor from said equipment to and across portions of the land for coaxial cable, conduits, wires and other associated appurtenances (all of which space, land area and rights-of-way are together referred to as the "Premised"). Lessee, its employees and agents shall have the limited, non-exclusive right of ingress and egress twenty-four (24) hours a day, seven (7) days a week to the Premises in common with Lessor and others; provided, however, that access to the Tower shall be controlled, at all times, by Lessor. Lessee agrees to give Lessor adequate notification in accordance with Lessor's standard operating policy prior to entering on or around the Tower. Notwithstanding the foregoing, Lessor's control and notification requirements shall not unreasonably impair Lessee's access to Lessee's Communication Facilities in emergency circumstances. Lessor shall grant all easements as may be required by electric

and telephone companies for the purpose of servicing Lessee's equipment on the Premises; provided, however, that Lessor shall have the right to determine the location of all wiring and other facilities installed in connection with electric and telephone service to Lessee so that no such installation shall interfere with the use of the Property by Lessor or other current users at any time now or in the future. Should Lessee's equipment require installation in an equipment building (the "Building") will be furnished and installed by Lessee at Lessee's expense, as described in Exhibit A.

2. **Term.** This Agreement shall be for a term of ten (10) years (the "original term") beginning upon the completion of installation of Lessee's equipment and terminating on the last day of the month that completes the ten (10) year term. Lessor and Lessee no later than 6 months prior to the expiration of the original term shall enter into discussions relevant to any contract renewal extensions of term, and conditions of such. Final decisions, relevant to any such renewal or extension shall be that of the Lessor. Completion of installation of Lessee's equipment shall be evidenced by the full execution, by Lessor and Lessee of Exhibit C hereto attached.

3. **Rental Payments and Security Deposit.** Rent shall commence upon the completion of installation of Lessee's equipment as defined in Exhibit C. Lessee will pay to Lessor rental payment for the rights and privileges under this Agreement in the following manner and amounts:
 - (a) For the ten (10) year term, Lessee shall pay to Lessor aggregate rent of one hundred and ninety thousand, eight hundred and six dollars (\$190,806) according to the following schedule; as outlined in Exhibit B..
Annual Installments: To be paid in 12 equal monthly payments.

	Monthly Lease Total	Yearly Lease Total
Year 1	\$1,387.50	\$16,650.00
Year 2	\$1,429.13	\$17,149.56
Year 3	\$1,472.00	\$17,664.00
Year 4	\$1,516.16	\$18,193.92
Year 5	\$1,561.64	\$18,739.68
Year 6	\$1,608.49	\$19,301.88
Year 7	\$1,656.74	\$19,880.88
Year 8	\$1,706.44	\$20,477.28
Year 9	\$1,757.63	\$21,091.56
Year 10	\$1,810.36	\$21,724.32

- (b) Lessee's original deposit of one thousand, two hundred dollars (\$1,200) will still be held by the Lessor for which Lessee shall not be entitled to interest at the termination of this Agreement. In the event that any deductions are made from the security deposit, such deductions shall be itemized to Lessee in writing, and upon demand by Lessor, Lessee shall promptly restore the security deposit to its

original amount. The security deposit made by Lessee shall be refunded to the Lessee upon the termination of Lessee's obligations hereunder, except to the extent that such security deposit has been used to remedy any breaches by Lessee.

(c) All rental payments made under this Agreement shall be made monthly payable in advance without demand, offset of deduction in lawful currency of the United States of America and shall be made at the offices of Lessor at WWVR-FM 918 Ohio Street P.O. Box 1486, Terre Haute, Indiana 47808, or as Lessor shall otherwise direct in writing in the same manner as provided for herein for the service of notices. Lessee's monetary obligations set forth in this Agreement are conditioned upon Lessee's receipt of an accurate and executed W-9 Form from Lessor.

4. **Use of Premises.** The Premises shall be used for the purpose of installing, maintaining and operating communications facilities and uses incidental thereto in connection with the operation of a Wireless Communications System (the "Communications Facilities"). The Communications Facilities may include that equipment as described in Exhibit A. All communications Facilities on the Tower and Property shall be built and maintained at Lessee's sole expense. Lessee further agrees that Lessee shall maintain the Communications Facilities in a reasonable condition, in good operating order and ordinances, and all other applicable local, state and federal laws. Lessee shall have 24-hour-a-day, 7-days-a-week access to the Premises at all times during the term of this Agreement and any Renewal Term subject to Lessor's reasonable rules of security and access.

5. **Interference.**

(a) In the event of any physical or structural change of the Communications Facilities or any mode of operation of any one or more of Lessee, Lessor or any other Lessee or user of Tower space causes any objectionable, electrical or physical interference to the Lessors operations or other permitted operations of any of such other parties, then immediately upon notification of such interference, the party causing the interference, at its sole expense, will take such steps as may be reasonably required to correct such interference, including, but not limited to, changing frequency, ceasing transmission, reducing power and/or the installation of any filters or of other equipment, provided, however, that if such interference is caused by the failure of the party suffering the interference to comply with the maintenance standards as defined in Section 5 (b) following, then the party suffering the interference will, at its sole expense, promptly comply with such maintenance standards. In the event that there is any dispute as to the cause of interference or the steps reasonably required to correct the interference, the decision of the Lessor shall be final.

(b) For the purpose of this Agreement, compliance with "maintenance standards" shall mean that a Lessee or user of the Tower shall (I) maintain and operate its equipment in accordance with the requirements, rules, regulations, procedures and guidelines of the Federal Communications Commission ("FCC") and the

standards of manufacturers of the equipment, including without limitation, the rules, regulations, procedures or guidelines of the FCC implementing the National Environmental Policy Act of 1969 pertaining to electromagnetic or radio frequency radiation; and (ii) maintain and operate its equipment in accordance with good (e.g., industry recognized and generally accepted) engineering practice.

- (c) Lessee represents and warrants that (i) it has conducted such structural integrity and physical interference studies as it deems appropriate and are reasonably required to fulfill its obligations under this Agreement; and (ii) the installation and operation of Lessee's Communications Facilities will not cause any objectionable electrical or physical interference to the radio or other permitted operations as of the date hereof Lessor or any other current user of the Tower.

6. Right to Terminate

- (a) It is understood and agreed that Lessee's ability to use the Property is contingent upon its obtaining, either before or after the Effective Date, all of the certificates, permits, and other approvals that may be required by any federal, state and local authorities. Lessor, without cost or expense to it, shall cooperate with Lessee in its effort to obtain such approvals.
- (b) It is understood and agreed that Lessee's ability to use the Property is also contingent and dependent upon transmission and reception of radio signals required for its operation without interruption, interference or blockage of such signals.
- (c) Lessee may terminate this Agreement by notice to Lessor without further liability if Lessee (i) does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority, quasi governmental authority or any easements required from any third party to operate its communication equipment, or if any such approval is canceled, expires or is withdrawn or terminated, if (ii) Lessee determines in its sole discretion at any time that this Agreement is not appropriate under Lessee's design or engineering specifications for its Tower Facilities or the communications system to which the Tower Facilities belong.

7. Casualty.

In the event that that Tower is destroyed or substantially damaged by fire, lighting, windstorm, flood, earthquake, explosion, collapse, aircraft or other vehicle damage, or other casualty, Lessor shall promptly reconstruct or repair the Tower to such good condition as existed before the destruction or damage and give possession to Lessee of substantially the same space leased hereunder or, at Lessor's option, Lessor may terminate this Agreement. If the Tower is in need of such repair or is so damaged by fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft or other vehicle damage, or other casualty in such a

manner that reconstruction or repair cannot reasonably be undertaken without dismantling Lessee's equipment, than the Lessee shall, and Lessor may, remove Lessee's Equipment and interrupt the signal activity of Lessee, provided, however, that Lessor shall use reasonable efforts to enable Lessee's Equipment to be replaced as soon as reasonably possible. Lessee will be afforded the right to install lawful temporary facilities pending such repairs, provided that such temporary facilities do not interfere in any way with the construction, rebuilding or operation of Lessor's facilities. Lessor shall have no liability for business interruption or reinstallation costs due to damage or destruction under this paragraph.

8. **Eminent Domain.**

In the event that there shall occur any eminent domain proceedings involving the taking of all or part of the Property that renders the Property unsuitable for the continued use of Lessor, Lessor may, at its option, by written notice to Lessee, terminate this Agreement. In the event that there shall occur any eminent domain proceedings involving the taking of all or any part of the Property that renders the operation of Lessee's business on the Property impossible, Lessee may, at its option, by written notice to Lessor, terminate this Agreement. In any such proceedings, the entire condemnation award shall belong to Lessor, except that Lessee shall be entitled to any award for moving expenses and any of Lessee's Communications Facilities so taken.

9. **Indemnity.**

Lessee shall indemnify and hold harmless Lessor against any claim of liability or loss for personal injury or property damage resulting from or arising out of the use or occupancy of the Premises by the Lessee, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the sole negligence of the Lessor, its servants or agents. Lessor shall indemnify and hold harmless Lessee against any claim of liability or loss for personal injury or property damage resulting from or arising out of the use or occupancy of the Premises by the Lessor, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the sole negligence of the Lessee, its servants or agents.

10. **Insurance.**

Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Agreement, a policy of comprehensive general (public) liability and property damage insurance insuring Lessee and Lessor (as an additional named insured) against any claim of liability arising out of Lessee's use of occupancy of the Premises. Such insurance shall further provide coverage in terms of occurrence and aggregate in the amount \$1,000,000 combined single limit. Lessee shall provide Lessor with a certificate of insurance evidencing the above coverage to Lessor's satisfaction, which coverage may not be decreased, except with Lessor's

written permission, and may not be canceled or terminated without at least a thirty (30) days prior written notice to Lessor.

11. **Taxes.**

Lessee shall pay taxes imposed upon its personal property situated on the Property together with any increase in real estate taxes and/or personal property taxes levied against the Premises or Communications Facilities, which taxes are directly attributable to improvements constructed by Lessee. In addition, Lessee shall pay the Lessor an amount equal to any amounts assessed specifically as a tax (other than a general income tax) on the rent paid by Lessee to Lessor within thirty (30) days after demand by Lessor and submission by Lessor to Lessee of evidence of such tax assessment; provided, however, that during the Term, and so long as Lessee is not in default hereunder, Lessee shall have the right challenge the assessment of such tax, in Lessor's name if required by law, and Lessor shall give Lessee notice of such assessment after Lessor's receipt thereof promptly on request therefor from Lessee. Lessee agrees to indemnify and reimburse Lessor for any costs, claims, damages or expenses (including reasonable attorney fees and expenses) incurred by Lessor in conjunction with any such challenge.

12. **Removal of Lessee's Communications Facilities.**

Upon termination of this Agreement, Lessee shall within thirty (30) days remove any and all of its Communications Equipment and other personal property whether affixed or not Including, but not limited to, the antenna array; equipment shelter; radio/electronic/electric equipment; cables/wires/coax; building and air conditioning equipment. Where Lessee has removed such personal property, Lessee agrees to restore the Tower and Property to the condition that existed at the commencement of the original term, reasonable wear and tear excepted. In the event Lessee's communications Facilities are not removed, the Lessor shall have the right to remove such facilities at the expense of the Lessee, which amount the Lessee agrees to pay upon demand. If Lessee's Communications Facilities and other personal property are not removed from the Tower and Property within thirty (30) days of the expiration or termination of this lease, whether such removal be by Lessor or Lessee, Upon written notice to Lessee. Lessor shall have the right to sell such property and apply the proceeds to any amounts due from Lessee to Lessor and, if in Lessor's judgment, such property is not salable at a price which will permit a net recovery to the Lessor, the Lessor may dispose of the property in such a manner as it sees fit and any expenses incurred by Lessor in connection therewith shall be paid by Lessee to Lessor. If such time for removal causes Lessee to remain on the Premises for less than sixty (60) days after termination of this Agreement, Lessee shall pay daily rent prorated at the then existing annual rate. Thereafter, Lessee shall pay rent prorated at twice the then existing annual amount. In any event, rent for any given month, during and after termination of this Agreement shall be due on or before the first day of such month and Lessor shall have no obligation to refund or repay any portion of such monthly rent relating to a period during such month after Lessee vacates the

Premises. Further, the remaining terms and conditions of this Lease shall remain in full force and effect during such held over period and nothing in this Lease shall prevent Lessor from evicting Lessee (using any lawful means) during such held over period.

13. **Sale of Property.**

Should the Lessor, at any time during any term of this Agreement, sell all or any part of the Tower or the Property or rights-of-way herein granted to a purchaser other than Lessee, such sale shall be under and subject to this Lease Agreement and Lessee's rights hereunder. In connection with any such sale, Lessor shall be entitled to transfer its interest under this Agreement to the purchaser and thereafter Lessor shall be automatically relieved and freed from, after the date of such conveyance, all liability on the part of Lessor arising from or connected with any obligation contained in this Agreement thereafter to be performed.

14. **Quiet Enjoyment.**

Lessor covenants that Lessee, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. Lessor further represents and covenants it is the owner of the Tower and Property, and there are no liens, judgments or impediments of title on the Tower, Property or premises other than those of record which would adversely affect in any material respect the Lessee's rights under this Agreement.

15. **Default.**

In the event Lessee fails to make payment of rent or additional rent when due and such failure continues for a period of five (5) business days after the due date, Lessee is in default under the terms of this Agreement and the Lessor shall have all the remedies provided to Lessor hereunder upon default by the Lessee. In the event Lessee fails to comply with any of the other provisions of this Agreement or to perform any of its obligations hereunder (excluding its obligations with respect to the payment of rent or additional rent), Lessor shall give Lessee written notice of such breach or failure to perform. If within thirty (30) days following receipt of written notice thereof, Lessee shall not have corrected or commenced and thereafter continued diligently to correct such default, without prejudice to any other claims or remedies available to Lessor, Lessor may enter upon the Premises where the Lessee's equipment is located, take possession of the Lessee's equipment without notice or demand by process of law or otherwise, remove Lessee's equipment in its sole discretion and terminate this Agreement. Lessor may as a matter of right recover the unpaid rental payments as well as any other damages Lessor may have sustained because of Lessee's default and neither the recovery of a judgment in such action or the collection of any portion of such unpaid balance of such damages shall be deemed inconsistent with or to waive or to prevent any other right or remedy of Lessor herein above provided referred to or existing under applicable law. Lessee hereby waives any and all claims arising out of such removal of Lessee's equipment and such termination. Lessor shall be

entitled to reimbursement from Lessee for its reasonable expenses, including attorney's fees, incurred in connection with any repossession or any other legal or enforcement action required for the collection of any payment due hereunder or for the enforcement of any other obligation of Lessee under this Agreement.

16. **Complete Agreement.**

This Agreement contains all the agreements, promises and understandings between the Lessor and Lessee and no oral agreements, promises and understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

17. **Governing Law.**

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Indiana, and the parties hereto agree to submit to the exclusive jurisdiction of the state and/or federal courts located in Marion County, Indiana.

18. **Assignment.**

Lessee may not assign, or otherwise transfer all of any part of its interest in this Agreement, or in the Facility without the prior written consent of Lessor, said consent not to be unreasonably withheld, conditioned or delayed; provided, however, that Lessee may assign or otherwise transfer upon notice but without consent such interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring a controlling interest in its stock or assets.

19. **Notices.**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested or sent by recognized overnight carrier in each case addressed to the recipient in this agreement or at such other address as such parties shall designate by notice to the other party hereto. Notices, requests, demands and other communications may also be given by facsimile transmission, provided that notice is concurrently given by one of the above methods. Communications by electronic or computerized mail shall not be accepted as effective notice under this Agreement.

Lessor: Emmis Communications Corporation
One Emmis Plaza
40 Monument Circle, Suite 700
Indianapolis, Indiana 46204
Attn: Marty Draper, VP/Engineering

Copy to: Emmis Communications Corporation
One Emmis Plaza
40 Monument Circle, Suite 700
Indianapolis, Indiana 46204
Attn: David Barrett, Counsel

Copy to: WWVR-FM
P.O. Box 1486
Terre Haute, Indiana 47807
Attn: James Conner, VP/General Manager

Lessee: UbiquiTel Leasing Company
One West Elm Street
Suite 400
Conshohocken, PA 19428
Attn: Engineering Property Management

Copy to: UbiquiTel Leasing Company
One West Elm Street
Suite 400
Conshohocken, Pennsylvania 19428
Attn: Senior Vice President and General Counsel

Lessor agrees to execute a memorandum of lease to be prepared by Lessee, which notice may be recorded by Lessee at its expense, hereto attached as Exhibit D.

20. **Sale of Property.**

This Agreement and all of the rights of Lessee hereunder shall be subordinate to any mortgage granted by Lessor who from time to time may encumber all or part of the Property or connecting rights-of-way. Lessee shall execute whatever instruments may reasonably be required to evidence this subordination clause; provided that such mortgagee agrees that Lessee's rights hereunder shall not be disturbed so long as Lessee is not in default. Lessee's failure without good and

reasonable cause to execute instruments or certificates provided for in this Section 20 within fifteen (15) days after mailing by Lessor of a written request shall be a default under this Agreement.

21. **Use by Lessor.**

Lessor reserves the right to use the Tower and the Property at its own expense as it sees fit; to, among other things, change the wiring and location of any of Lessor's equipment (including any transmission wires) pertaining thereto; and to fasten additional equipment thereto for any purpose, including the right to install transmitting antennas of itself or others which do not unreasonably interfere with or block out Lessee's radio communications.

22. **Utilities, Services and Improvements.**

Lessee shall install and maintain at its own expense all necessary electric, telephone, HVAC and other utility services and shall pay all charges to the appropriate utilities. Routing of the transmission line on the Tower requires the prior written approval of the Lessor, as does the routing of any transmission line on the property.

23. **Lessor's and Lessee's Authority.**

Lessor and Lessee each represents and warrants that it has the full power and authority to enter into and perform this Agreement and the entering into and performance of this Agreement has been duly authorized by appropriate action of those persons having the power to so act.

24. **Alterations.**

Lessee shall not demolish, alter, add to or modify the Property of the Tower or any improvements existing or hereafter constructed on the Property or any part thereof without the prior written consent of Lessor.

25. **Permits.**

Lessee shall at its expense obtain any and all necessary permits and licenses that may be required by any governmental agency having jurisdiction over the leased Premises and the activities of Lessee, including, without limitation, the FCC. Upon reasonable request, Lessee shall furnish Lessor with copies of any such licenses or permits and shall abide by the terms and provisions thereof.

26. **Maintenance of Leased Premises and Lessee's Communications Facilities.**

Lessee, at its own cost and expense, shall maintain and repair Lessee's Communications Facilities. All such maintenance shall be conducted by Lessee in accordance with good engineering standards and in conformity with the requirements of the FCC or any other governmental body having jurisdiction over the Lessee and its property, including, without limitation, any rules, regulations, procedures or guidelines of the FCC implementing the National Environmental Policy Act of 1969 pertaining to electromagnetic or radio frequency radiation. Lessee shall take all reasonable precautions to avoid interference or hindrance to

and with the operations of Lessor or any other Lessee or user of the Tower or Property of any entity. Maintenance and repair of Lessee's Equipment shall be performed only by a reputable contractor or by Lessee's own qualified engineers. Lessor retains the right to inspect Lessee's Equipment at any time during the term of this Agreement or any renewal term and to enter any part of the Property, Building or Tower for the purpose of inspection upon written notice to Lessee. In the event that Lessor reasonably determines in good faith that Lessee has not maintained Lessee's equipment in good order and repair according to industry standards or applicable building code requirements, and that such repairs are necessary for the safety of the Tower or the prevention of interference with Lessor or any other user of the Tower, Lessor may, at its option, enter any portion of the Property, Building or Tower and make such emergency repairs to the property as it deems reasonably necessary, and any reasonable amounts expended by Lessor therefore shall be reimbursed to it by Lessee within 30 days upon presentation of a statement and shall be deemed additional rent hereunder. With respect to any non-emergency repairs which Lessor, after consultation with Lessee, determines that Lessee should make to maintain Lessee's Equipment in good order, Lessor shall so notify Lessee in writing, specifying the maintenance and repairs required to be performed by Lessee. In the event that within fifteen (15) days following such written notice, Lessee shall not have performed such maintenance and repairs, Lessor may, at its sole option, enter any portion of the Property, Building or Tower and make such repairs as it reasonably deems necessary and any reasonable amount expended by Lessor therefore shall be reimbursed to it by Lessee and shall be deemed additional rent. Lessor shall not be liable for inconvenience, disturbance, loss or business or other damage to Lessee by reason of repairing the Lessee's equipment which Lessee has failed to properly maintain. No work (including electrical work) will be performed by Lessee or others in connection with the installation, alteration, maintenance, repair or removal of any of Lessee's equipment or utilities serving the Property and the transmission lines of the Tower, unless the Lessee submits to Lessor a copy of the proposed contract, if any, and also detailed plans and specifications of the work to be done, and both the contract and the plans and specifications therefore have been approved, in writing, by Lessor, which approval will not be unreasonably withheld, conditioned or delayed; provided however, that no such submission or approval shall be required for work conducted inside Lessee's building. Lessee, upon notice containing demand therefore by Lessor, agrees to pay Lessor an additional rent all amounts reasonably expended by Lessor in connection with review of any such contract, plans and specifications. The provisions of this paragraph shall not apply to routine maintenance and repair which is ordinarily carried out without plans and specifications and which is accomplished by Lessee's own personnel or approved contractor, which approval the Lessor will not unreasonably withhold or delay. For any work to be performed by or on behalf of Lessee in connection with the installation, alteration, maintenance, repair or removal of any equipment on the tower (including any ascension of the Tower) or in or about the Property (other than in the Building), Lessee may only employ a contractor who has been approved, in writing and in advance; by Lessor. Lessor agrees that it will not

unreasonably withhold or delay its approval of any contactor who has the requisite experience and financial qualifications and who will, at the sole option of Lessor, provide a bond to cover any work which it has been retained to perform. Lessor agrees to consult or call in any emergency situation and immediately to give its approval or disapproval. All work by or on behalf of the Lessee shall be carried out (i) in a good and workmanlike manner; (ii) in accordance with established engineering standards and public ordinances, rules and regulations applicable to such work, including, without limitation, any rules, regulations, procedures or guidelines of the FCC implementing the National Environmental Policy Act of 1969 pertaining to electromagnetic or radio frequency radiation; (iii) in accordance with plans and specifications, including mechanical and electrical drawings, which have been submitted to and approved, in writing and in advance, by Lessor as herein provided; and (iv) in accordance with Lessor's reasonable security procedures with respect to protection of the Property, Building and Tower. Notwithstanding the receipt of the approvals by Lessor as required in this Section 27, Lessee shall not be relieved of its responsibilities and liabilities for interference or otherwise as herein provided, nor shall said approval be deemed a waiver of any other rights of Lessor under this Lease. Lessor shall promptly cure any violation of any tower or building marking and lighting requirements which may be required by the respective authorities. Should Lessor not cure such violation in a reasonable or otherwise designated statute period, then Lessee shall have the right to terminate this lease immediately. Lessee shall be responsible for placement of signage or barriers at or near its Communications Facilities in order to comply with applicable FCC radio frequency exposure guidelines and shall have all such signage and or barriers approved by Lessor prior to placement, which approval shall not be unreasonably withheld. Each party agrees that it shall cooperate with the other in these efforts, and will instruct its personnel, contractors and other users of the property to carefully read all such signage, to follow the instructions provided in such signage, and to honor all physical barriers. In no event (other than as otherwise permitted herein or in the event of an emergency as reasonably defined by Lessor) shall Lessor tamper with, alter or remove any such signage or barriers.

27. **Waiver.**

No waiver of any breach of the covenants of this Agreement shall be construed taken or held to be a waiver of any other breach of waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. Lessor's consent to or approval of any act by Lessee requiring Lessor's consent or approval shall not waive or render unnecessary Lessor's consent or approval to or of any subsequent of similar act by Lessee.

28. **Successors.**

All rights and liabilities herein give or imposed upon the respective parties hereto shall, to the extent that such are assignable, extend to and bind the respective successors and assigns of the parties hereto.

29. **Force Majeure.**

Lessor assumes no responsibility for any losses or damages caused by acts of God, including, but not limited to, wind, lightning, rain, ice, earthquake, floods, or rising water, or by aircraft or vehicle damage. Lessor further assumes no responsibility for losses or damages caused by any person other than invitees, agents, employees or contractors of Lessor. In the event that Lessor shall be delayed, hindered by reason of acts of God as enumerated in the first sentence of the article, or aircraft or vehicle damage or other casualty, unforeseen soil conditions, acts of third parties who are not invitees, agents, employees, or contractors of Lessor, strikes, lock-outs, labor troubles, inability to procure material, failure of power, governmental actions, laws or regulations, riots, insurrection, wars or other reasons beyond its control, then the performance of such act shall be excused for the period of delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

30. **Captions.**

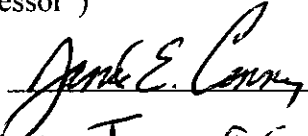
The captions contained in this Agreement are included solely for convenience and shall in no event affect or be used in connection with the interpretation of this Agreement.

31. **Building and Lighting Requirements.**

Lessor acknowledges that it shall be solely responsible for compliance with all tower marking and lighting requirements which may be required by the Federal Aviation Administration ("FAA") or the Federal Communications Commission ("FCC") or other applicable authorities. Lessor shall indemnify and hold harmless Lessee from any and all fines or other liabilities caused by Lessor's failure or negligence to comply with such requirements. Further, should Lessee be cited by any such authority because Lessor is not in compliance, Lessee may terminate this Lease in the event that Lessor, upon being notified of non-compliance, fails within a reasonable period of time to take actions necessary to bring Lessor into compliance.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands as of the day and year first above written.

Emmis Indiana Broadcasting L.P. d/b/a WWVR-FM
By Emmis Communications Corporation,
Its General Partner
("Lessor")

By: 


Printed: James E. Conroy

Title: Vice President General Manager

Date: 3/28/06

UbiquiTel Leasing Company

("Lessee")

By: 

Printed: Jim Ames

Title: Director

Date: 3/21/06

Exhibit A

Exhibit B

Monthly lease costs are computed using the following formula:

Monthly Cost = \$1.85 X (Number of Coaxes) X (Height of Coaxes above ground level)

The height of Ubiquitel's three (3) coaxes are 250 feet. Therefore:

Monthly Cost = \$1.85 X 3 X 250 X = \$1,387.50

There will also be a 3% increase for years two through ten of the ten-year lease according to the following schedule:

	Monthly Lease Payment	Yearly Lease Total
Year 1	\$1,387.50	\$16,650.00
Year 2	\$1,429.13	\$17,149.56
Year 3	\$1,472.00	\$17,664.00
Year 4	\$1,516.16	\$18,193.92
Year 5	\$1,561.64	\$18,739.68
Year 6	\$1,608.49	\$19,301.88
Year 7	\$1,656.74	\$19,880.88
Year 8	\$1,706.44	\$20,477.28
Year 9	\$1,757.63	\$21,091.56
Year 10	\$1,810.36	\$21,724.32



RF CONFIGURATION SHEET

Search Area: IN03UB007 Site Name: _____ Cascade Number: IN03UB007 Site Address: 3438 Larimer Drive City, State, Zip: _____ Latitude: 39-27-14.27 N Longitude: 87-28-16.45 W RF Design Engineer: Jim Ferland RF Lead Approval: Jim Ferland	Date: 3/20/2006 Version: V1.0 Revision Date: _____ Previous Date: _____ Supersedes: _____		
<input type="checkbox"/> Rawland <input type="checkbox"/> Wood Pole <input type="checkbox"/> Water Tower / Water Tank <input checked="" type="checkbox"/> Tower <input type="checkbox"/> Rooftop <input type="checkbox"/> Other	Market <input type="checkbox"/> ID / UT <input type="checkbox"/> Reno / N. CA <input type="checkbox"/> SPO / N. ID <input type="checkbox"/> Central Valley <input checked="" type="checkbox"/> IN / KY		
<input checked="" type="checkbox"/> BTS <input type="checkbox"/> RPTI <input type="checkbox"/> ADC _____ Nbr of Host Units	BTS Equipment Type: ModCell 2.0 Number of Sectors: 3 Number of Carriers: 2 Number of CE's: 128 Total Antennas: 6 EV-DO: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Alpha Sector	Beta Sector	Gamma Sector	
Compass = Magnetic North			
Azimuth (ETN / Magnetic)	0	120	255
Electrical Downtilt	2°	2	2°
Mechanical Downtilt	2°	2	3°
Antenna Center Line (AGL in ft)	250	250	250
Min. Rx Antenna Spacing (feet) Preferred / Minimum	10	10	10
Antennas			
Vendor	Celwave	Celwave	Decibel
Model Number	APL196516-42T2	APL196516-42T2	DB980F90E-M
Downtilt Bracket	Yes	Yes	Yes
Gain (dBd)	16	16°	16
Horizontal BW	65	65°	90
Vertical BW	6	6°	6
Dual-Pole Yes/No	No	No	No
No. of Antennas	2	2	2
Power Amplification			
Vendor	PowerWave		
Model Number	OS-1900A		
TMA's			
Vendor	REMEC		
Model Number	S2003301		
Cables			
Vendor	RFS	RFS	RFS
Type	1 5/8"	1 5/8"	1 5/8"
Connector Type			
Top Jumper			
Bottom Jumper			
No. of Cable Runs	2	2	2
Estimated Main Line Length	300	200	200
External Duplexer Required Yes/No	No	No	No
Repeater Information		Misc RF Notes	
Donor Antenna Height		* The downtilt brackets should be installed with 3° mechanical downtilt on both sectors. ** Cable runs for each sector still to be determined which will dictate the cable size. *** ALL CONNECTORS SHOULD BE 7/16 DIN. **** If only one dual-pole antenna is used per face a duplexer is required to provide diversity receive. ***** Cable length standard up to 100 ft 7/8", to 150 ft 1 1/4", all else 1 5/8" unless otherwise specified by RF Design Engineer.	
Shield Required			
Donor Antenna Type			
Donor Dimensions			
Number of Repeater Units			
Splitter Before or After Repeater Box (50/50, 60/40, 80/20)			
Donor Site			
Azimuth (ETN / Magnetic) towards Donor			
Estimated Cable Length			
Cable Type			
Comments			

Exhibit C

COMPLETION OF INSTALLATION OF LESSEE'S EQUIPMENT

Lessee Site Number: IN034B007

Lessee Site Name: W. Terre Haute

Date: 3/20/06

Trigger for Term/Rent Commencement

- **Completion of installation of Lessee's equipment**

We hereby acknowledge and agree the above trigger has been met on date as noted above.

Lessor Signature: *John E. Conner*

Date: 3/28/06

Lessee Signature: *Leslie Jones*

Date: 4/3/06

Exhibit D

Memorandum of Lease

This memorandum evidences that a lease was made and entered into by a written Tower Lease Agreement dated by EMMIS INDIANA BROADCASTING L.P. with its principal place of business at One Emmis Plaza, 40 Monument Circle, Suite 700, Indianapolis, Indiana 46204, ("Lessor"), and UbiquiTel Leasing Company, with a place of business at One West Elm Street, Suite 400, Conshohocken, Pennsylvania 19428 ("Lessee").

Such Agreement provides in part that Lessor leases to Lessee a certain site ("Site") locate at 3438 West Larimer Drive, City of West Terre Haute, County of Vigo, State of Indiana, within the property of Lessor which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of (10) year commencing on

IN WITNESS WHEREOF, the parties have executed this Memorandum as the day and year first above written.

Lessor:

EMMIS INDIANA BROADCAST L.P.

By: 


Name: James E. Conner

Title: Vice President General Manager

Date: 3/28/06

Lessee:

UbiquiTel Leasing Company, a Delaware corporation

By: 

Name: Jim Ames

Title: Director of Implementation Services

Date: 3/21/06

ACKNOWLEDGEMENT

STATE OF Indiana)
)
) ss.
COUNTY OF Vigo)

On February 23, 2006 before me, Judy Early, a Notary Public, personally appeared James Conner, Vice President General Manager of WWVR-FM proved to me on the basis of satisfactory evidence to the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

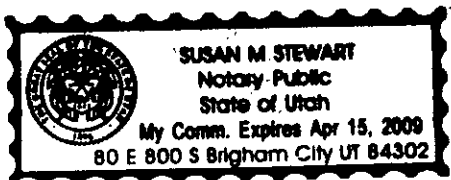
Notary Public Judy Early
My Commission Expires: 9/12/06

STATE OF Utah)
)
) ss.
COUNTY OF Box Elder)

On 3-21-06 before me, Susan M. Stewart a Notary Public, personally appeared Jim Ames, Director of Implementation Services proved to me on the basis of satisfactory evidence to the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public Susan M. Stewart
My Commission Expires: 4-15-09





May 29, 2015

Marty Draper, VP/Engineering
Emmis Communications Corporation
One Emmis Plaza
40 Monument Circle, Suite 700
Indianapolis, IN 46204

With copies to:

David Barrett, Counsel
Emmis Communications Corporation
One Emmis Plaza
40 Monument Circle, Suite 700
Indianapolis, IN 46204

James Conner, VP/General Manager
WWVR-FM
P.O. Box 1486
Terre Haute, IN 47807

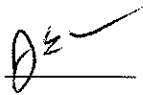
RE: Tower Lease Agreement between Emmis Indiana Broadcasting L.P., d/b/a WWVR-FM (Landlord), and UbiquiTel Leasing Company (Sprint or Tenant), dated March 28, 2006 (Site Agreement), with respect to the real property located at 3438 West Larimer Drive, West Terre Haute, IN 47885 (Site), Cascade No. IN03UB007

Dear Sir or Madam:

This letter is to advise you that it will be necessary within the near future for Sprint to make certain physical modifications to equipment within Tenant's premises at the Site. These improvements are being undertaken in order to ensure the continued technical and economic feasibility of Tenant's facility, and are needed for Tenant to make optimal use of the Site for the purposes intended by the Site Agreement. As described below, these modifications should have no significant impact on Landlord's property or operations. However, in accordance with the Site Agreement, Tenant requests that Landlord acknowledge notice of, and consent to, the following modifications:

Adding a new MW link with associated radio and lines.

Landlord's acknowledgement of notice and consent will not increase the size or amount of space being used by Tenant under the Site Agreement unless specifically stated above.

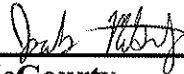
Initial Here: 



Please indicate your acknowledgement and consent by signing below and returning one copy of this letter to me using the pre-addressed envelope that accompanies this request.

Thank you in advance for your prompt attention to this matter.

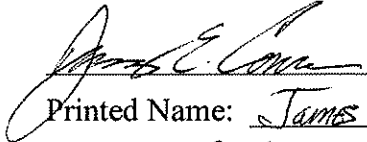
Regards,

By: 
Jake McGourty
SAC, an authorized representative of Sprint

Jake McGourty | Specialist Site Development | O: (847) 767-6592
SAC
540 West Madison Street, 16th Floor
Chicago, IL 60661
Jacob.McGourty@sacw.com | www.sacw.com

ACKNOWLEDGED AND AGREED TO:

Emmis Indiana Broadcasting L.P., d/b/a WWVR-FM


Printed Name: James E. Conner
Title: Vice President General Manager
Email Address: jconner@th.emmis.com
Phone Number: 812-917-3935
Date: June 16, 2015
(Date must be completed)

FIRST AMENDMENT TO TOWER LEASE AGREEMENT

THIS FIRST AMENDMENT TO TOWER LEASE AGREEMENT ("Amendment") is made effective as of July 14, 2015 ("Effective Date"), by and between Emmis Indiana Broadcasting L.P. ("Lessor") and UbiquiTel Leasing Company ("Lessee").

BACKGROUND

Pursuant to a Tower Lease Agreement dated March 28, 2006 (the "Agreement"), Lessor leased to Lessee a certain portion of real property located at 3438 West Larimer Drive, City of West Terre Haute, County of Vigo, State of Indiana, as more particularly described in Exhibit A to the Agreement ("Premises").

Lessor and Lessee desire to amend the Agreement as set forth herein. Words and phrases having a defined meaning in the Agreement have the same respective meanings when used herein unless otherwise expressly stated.

AGREEMENT

The parties agree as follows:

1. **Term.** Paragraph 2 of the Agreement is amended by adding the following:

Notwithstanding anything set forth in Paragraph 2 to the contrary, the current term of the Agreement will expire on March 27, 2016. Commencing on March 28, 2016, the term of the Agreement ("New Initial Term") is sixty (60) months. The Agreement will be automatically renewed for up to four (4) additional terms (each a "Renewal Term") of sixty (60) months each. Each Renewal Term will be deemed automatically exercised without any action by either party unless Lessee gives written notice of its decision not to exercise any options to Lessor before expiration of the then current term.

2. **Rental Payments.** Paragraph 3(a) and Exhibit B of the Agreement are amended by adding the following:

Notwithstanding anything set forth in Paragraph 3(a) and Exhibit B to the contrary, effective March 28, 2016, the rent shall be paid in equal monthly installments of One Thousand Eight Hundred Sixty-Four and 67/100 Dollars (\$1,864.67), and shall continue during the term (until increased as set forth herein), partial months to be prorated, in advance ("Rent"). Thereafter, commencing on March 28, 2017, the Rent will be increased annually by three percent (3%) of the then current Rent, as outlined in Exhibit B-1, as attached hereto.

3. **Right to Terminate.** Paragraph 6(c) of the Agreement is deleted in its entirety and replaced with the following:

"(c) Lessee may terminate the Agreement at any time and for any or no reason upon ninety (90) days prior written notice to Lessor. Lessor shall be entitled to retain Rent due under

Lessor initials: gpc

M07

Lessee initials: MM

the Agreement until the effective date set forth in the termination notice (calculated on a pro rata basis), unless such termination is due to (i) Lessor's lack of proper ownership of the Premises; (ii) Lessor's lack of authority to enter into the Agreement; (iii) Lessor's breach of any of the terms and conditions of the Agreement; or (iv) the Premises being rendered inoperable due to an event beyond the reasonable control of either Lessee or Lessor, including, but not limited to eminent domain, condemnation, acts of God or criminal acts, in which event no Rent will be due."

4. **Notices.** Paragraph 19 of the Agreement is deleted in its entirety and replaced with the following:

"All notices, requests, demands or other communications with respect to the Agreement, whether or not herein expressly provided for, must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery after being either mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested or deposited with an overnight courier service for next-day delivery to the parties at the following addresses (the addresses may be changed by either party by giving written notice).

Lessor: Emmis Communications Corporation
One Emmis Plaza
40 Monument Circle, Suite 700
Indianapolis, Indiana 46204
Attn: Chief Engineer

with a copy to: Emmis Communications Corporation
One Emmis Plaza
40 Monument Circle, Suite 700
Indianapolis, Indiana 46204
Attn: Legal Department

with a copy to: WWVR-FM
P.O. Box 1486
Terre Haute, Indiana 4 7807
Attn: James Conner, VP/General Manager

Lessee: UbiquiTel Leasing Company
Sprint Property Services
Site ID: IN03UB007-A
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

with a copy to: Sprint Law Department
Attn: Real Estate Attorney
Site ID: IN03UB007-A
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020"

Lessor initials: je

Lessee initials: MM

5. **Reaffirmation; Intention to be Bound.** Except as provided in this Amendment, each and every term, condition and agreement contained in the Agreement will remain in full force and effect. The parties reaffirm that the representations and warranties made by each of the parties in the Agreement are true and accurate as of the Effective Date. The parties executing this Amendment, on behalf of themselves, their assigns and successors, acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

Lessor initials: _____

MD7

Lessee initials: _____

Handwritten initials in black ink, appearing to be 'MM' or similar, written over a horizontal line.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the Effective Date.

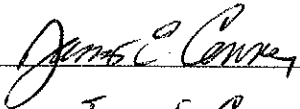
Lessor:

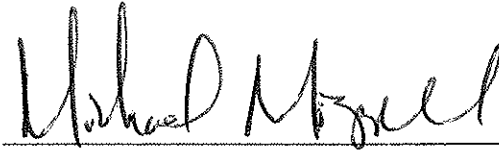
Lessee:

**Emmis Indiana Broadcasting I.P.
d/b/a WWVR-FM**

UbiquiTel Leasing Company

**By Emmis Communications Corporation,
Its General Partner**

By: 
Name: James E. Connor
Title: Vice President General Manager
Date: 7-14-2015

By: 
Name: Michael Mizzell
Title: Manager – Vendor Management
Date: 8-17-2015

Lessor initials: _____


Lessee initials: 


Exhibit B-1

There will be a 3% increase for years two through twenty-five according to the following schedule:

	Monthly Rent	Annual Cost
Year 1	\$1,864.67	\$22,376.04
Year 2	\$1,920.61	\$23,047.32
Year 3	\$1,978.23	\$23,738.76
Year 4	\$2,037.58	\$24,450.96
Year 5	\$2,098.70	\$25,184.40
Year 6	\$2,161.66	\$25,939.92
Year 7	\$2,226.51	\$26,718.12
Year 8	\$2,293.31	\$27,519.72
Year 9	\$2,362.11	\$28,345.32
Year 10	\$2,432.97	\$29,195.64
Year 11	\$2,505.96	\$30,071.52
Year 12	\$2,581.14	\$30,973.68
Year 13	\$2,658.57	\$31,902.84
Year 14	\$2,738.33	\$32,859.96
Year 15	\$2,820.48	\$33,845.76
Year 16	\$2,905.10	\$34,861.20
Year 17	\$2,992.25	\$35,907.00
Year 18	\$3,082.02	\$36,984.24
Year 19	\$3,174.48	\$38,093.76
Year 20	\$3,269.71	\$39,236.52
Year 21	\$3,367.80	\$40,413.60
Year 22	\$3,468.84	\$41,626.08
Year 23	\$3,572.90	\$42,874.80
Year 24	\$3,680.09	\$44,161.08
Year 25	\$3,790.49	\$45,485.88

Lessor initials: _____

MD7

Lessee initials: 

Schedule 1.3(d)
Excluded Property

The following items are excluded from the sale and will not be conveyed to Buyer:

1. Personal Computer located in Dave Crooks' Office
2. 2 Book cases located in Dave Crooks' office.
3. Bose Radio located in Dave Crooks' office.
4. Antique Desk located in Dave Crooks' office.
5. The Studio and Office Building located at 111 West National Avenue, Brazil, Indiana. This property will be leased to Buyer pursuant to a separate lease agreement.

Schedule 1.3(e)
Studio Lease Agreement Draft

See attached.

COMMERCIAL GROSS LEASE
(111 West National Ave, Brazil IN)

1. **PARTIES:** This lease (“Lease”) is made by and between **DLC Media, INC.**, an Indiana corporation (“Landlord”), and **JKO MEDIA, INC.**, an Illinois Corporation (“Tenant”).

2. **PREMISES:** Landlord leases to Tenant, and Tenant leases from Landlord, the land and improvements located at 111 West National Ave, Brazil IN (the “Premises,” and such improvements where the Premises is located being hereinafter referred to as the “Building”). This **Lease does NOT include 113 West National Ave**, and Landlord shall continue to control and receive rent from the property located at 113 West National Ave, Brazil IN.

3. **CONDITION OF PREMISES:** Tenant will take the Premises as-is upon commencement of this Lease, subject to any latent defects.

4. **SECURITY DEPOSIT:** Tenant shall pay a security deposit of \$2500.00 along with the first month’s rent defined in Paragraph 5 below. The security deposit shall be returned to the Tenant at the end of the lease if there is no damage (normal wear and tear excluded) to the Premises. If Tenant exercises the Option to Purchase, referenced in Paragraph 6 below, then the security deposit shall be applied toward the purchase price.

TERM: This Lease shall commence on the date of Closing of the Asset Purchase Agreement and continue for a period of twelve (12) months. Tenant shall have the right to extend the lease by one (1), two (2) year period upon giving notice to Landlord ninety (90) days prior to the end of said initial lease term. The “Term” shall be the initial twelve (12) month period and any extension thereof under this Section 5.

5. **RENT:** Tenant shall pay rent at the annual rate of \$30,000.00 (“Rent”), payable in monthly installments of \$2,500.00 per month, in advance, on the first day of each month during the Term, plus \$486.25 per month which represents the prorated annual real property tax liability of \$5,835.00. Should real property taxes be increased by the taxing authority during any portion of the Term, or any extensions, Landlord will send to Tenant an invoice detailing the amount of the tax increase and Tenant will promptly reimburse Landlord for the amount of the increase. Tenant’s first Rent payment will be due on the first day of the Term, and if such day is other than the first day of a calendar month, such first month’s Rent shall be prorated based on the number of days remaining in the month. All payments of Rent shall be made to Landlord by check or, if instructions are specified by Landlord, by an automated clearing house (ACH) financial transaction to Landlord’s banking institution as designated by Landlord.

6. **OPTION TO PURCHASE:** Tenant has the option to purchase the real estate and certain personal property for the sum of three hundred twenty-five thousand dollars (\$325,000.00). This Option to Purchase also includes the real estate located at 113 West National Ave, Brazil, In, which is excepted from the Lease.

OPTION 1: If Tenant opts to exercise this option to purchase, Tenant shall notify Landlord 90 days prior to the expiration of the Term, in writing. If Tenant exercises its option to purchase the Premises, and pay the full sale price at closing, then Landlord will credit to Tenant the total amount of Rent payments made through the date of closing under this option by lowering the purchase price by that amount.. Thus, the purchase price shall be Three Hundred and Twenty-Five Thousand dollars (\$325,000) less all lease payments (but not including real property tax payments) made during the Term through the Closing hereof.

OPTION 2]: If Tenant opts to exercise this option to purchase, Tenant shall notify Landlord 90 days prior to the expiration of the Term, in writing. Landlord will credit to Tenant the the total amount Rent payments made by through the date of closing under this option by lowering the purchase price by that amount. Landlord will provide financing for this purchase at 6.0% APR, amortized over twelve (12) years. per month.

Upon closing under this Section 7, Landlord agrees to assign any and all rights to Tenant for a lease agreement for 113 West National Ave, Brazil, if that lease is still active at the time Tenant notifies Landlord of his intention to purchase the property. There is no written lease between Landlord and the tenant of 113 West National Avenue, Brazil, Indiana.

7. Intentionally Left Blank

8. **IMPROVEMENTS BY TENANT:** Tenant may not make alterations or improvements to the Premises without the Landlord's prior written consent.

9. **PERMITTED USE:** Tenant may use the Premises only for the following purpose: To operate radio stations ("Permitted Use").

10. **UTILITIES AND SERVICES:** Tenant shall be responsible for the payment of the provision of all utilities and services necessary for Tenant's reasonable use of the Premises for the Permitted Use, including water, gas, heat, air conditioning, light, power, telephone, internet, trash disposal, janitorial, and other utilities and services supplied to the Premises, together with any taxes thereon.

11. **MAINTENANCE AND REPAIRS:** Landlord will maintain and make all necessary repairs to the roof, structural components, exterior walls, and the plumbing, electrical, heating, ventilating, and air-conditioning systems. The tenant will regularly clean and maintain the parking areas including snow removal, common areas, and exterior of the Building and remove all litter so that the Premises, improvements, and broader property will be kept in an attractive condition. Tenant shall perform routine maintenance of the interior of the Premises and provide or arrange for weed control, snow removal, and similar services for the exterior of the Building. Tenant will clean and maintain the interior of the Premises so that it will be kept in an attractive and safe condition. Tenant will bear the cost of any repairs caused by Tenant's negligence or misuse of the Premises.

Further, Landlord shall have the right to utilize the Rental Deposit to pay for the repairs if tenant does not pay within 30 days after demand.

12. **INSURANCE:** Landlord will carry fire and extended coverage insurance on the Building, and its contents, for the entire replacement cost value thereof. Tenant will reimburse Landlord for the actual, annual cost of insurance. Tenant's obligation to reimburse landlord for the cost of insurance will be capped at eighty percent (80%) of the total cost. Tenant will reimburse Landlord within ten (10) days of receiving the invoice for reimbursement. Tenant will carry public liability insurance at its cost; this insurance will include Landlord as an additional insured.

a. Landlord and Tenant release each other from any liability to the other for any property loss, property damage, or personal injury to the extent covered by insurance carried by the party suffering the loss, damage or injury; provided, however, the party who caused such loss shall pay any deductibles of the party whose insurance pays out such claim.

b. Upon request, each party shall furnish the requesting party with certificates of all insurance policies that this Lease requires it to obtain.

c. Nothing in this Lease prohibits the Tenant from acquiring whatever additional insurance coverage it deems appropriate.

13. **TAXES:** Landlord will timely pay all real property taxes levied and assigned against the Premises and shall provide Tenant with proof of payment upon request. Tenant will pay all personal property taxes levied and assessed against Tenant's personal property at the Premises.

14. **SUBLETTING AND ASSIGNMENT:** Tenant will not assign this Lease or sublet any part of the Premises without the written consent of Landlord, which shall not be unreasonably withheld or denied.

15. **DAMAGE TO PREMISES:** If the Premises are damaged by fire or other casualty not caused by Tenant's willful act, and Tenant can no longer reasonably operate in the Premises for the Permitted Use, either Tenant or Landlord may terminate this Lease by delivering written notice of termination to the other party and Tenant shall be entitled to remove any of the equipment which is undamaged and used or useful in the operation of the stations.

16. **NOTICE OF DEFAULT:** Before starting a legal action to recover possession of the Premises based on Tenant's default, Landlord will notify Tenant in writing of the default. Landlord will take legal action only if Tenant does not correct the default within ten (10) business days after written notice is given or mailed to Tenant. Upon an uncured Tenant default under this Lease, Landlord may pursue any and all legal and equitable remedies available to Landlord. It is agreed that each and every one of the rights, remedies and benefits provided by this Lease will be cumulative and will not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

17. **HOLDING OVER:** If Tenant remains in possession beyond the Term of this Lease, the continuing tenancy will be from month-to-month, but in no case shall the Tenant holdover for more than ninety days from end of the Term. Landlord reserves the right to increase the monthly rental charge by \$125.00 per month for each month the Tenant holds over. 17. **INDEMNITY.** Landlord shall indemnify Tenant against any expenses, loss, cost, damage, claim, action, or liability paid, suffered or incurred as a result of any breach by Landlord, Landlord's agents, servants, employees, customers, visitors or licensees of any representation, warranty, covenant or condition of this Lease or as a result of activities occurring in the Building or the common areas, unless caused by the gross negligence or willful misconduct of Tenant, its agents, servants, employees, customers, visitors or licensees. Tenant shall indemnify Landlord against any expenses, loss, cost, damage, claim, action, or liability paid, suffered or incurred as a result of any breach by Tenant, Tenant's agents, servants, employees, customers, visitors or licensees of any representation, warranty, covenant or condition of this Lease, unless caused by the negligence or willful misconduct of Landlord, its agents, servants, employees, customers, or visitors.

18. **ENTIRE AGREEMENT:** This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

19. **SUCCESSORS AND ASSIGNS:** This Lease binds and benefits the heirs, successors, and assigns of the parties.

20. **NOTICES:** All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature below or to a new address that a party designated in writing. A notice may be delivered in person, by certified mail, or by overnight courier.

21. **GOVERNING LAWS:** This Lease will be governed by and construed in accordance with the laws of the State of Indiana.

22. **COUNTERPARTS:** The parties may sign several identical counterparts of this Lease. Any duly signed counterpart shall be treated as an original. Electronic signatures shall likewise be treated as originals.

23. **MODIFICATION:** This Lease may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

24. **WAIVER:** If one party waives any term or provision of this Lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this Lease, that party retains the right to enforce that term or provision at a later time.

25. **SEVERABILITY:** If any court determines that any provision of this Lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

26. **INDEMNITIES:** Each party agrees to indemnify, defend, and hold harmless the other party from any liability for damages to any person or property in, on or about said leased Premises which is caused by the indemnifying party or its agents or contractors, except for any such damages resulting from the indemnified party's negligence or willful misconduct. In the event of a loss covered by insurance, this indemnity shall be limited to payment of the insured party's deductibles.

27. **EMINENT DOMAIN:** If any part of the Premises will be taken or condemned for public use, and the Tenant can no longer reasonably operate in the Premises for the Permitted Use, Tenant may terminate this Lease by written notice to the other party.

28. **RESERVATION:** Tenant will not erect any signs, structures for storage, or use the roof for any purpose without the prior written consent of Landlord.

29. **QUIET ENJOYMENT:** Landlord covenants that Tenant, on payment of all Rent due and performing all its covenants herein, may peacefully and quietly have, hold and enjoy the demised Premises for the Term.

30. **HAZARDOUS SUBSTANCES:** Tenant will not use, store, or dispose of any hazardous substances upon the Premises, except use and storage of such substances if they are customarily used in Tenant's business, and provided such use and storage complies with all environmental laws and regulations. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any federal or state environmental laws or local regulations or ordinances applicable to the property.

31. **ATTORNEY FEES:** Any costs or expenses or attorney fees incurred in enforcing this Lease Agreement shall be borne by the defaulting party.

[Signature page follows.]

LANDLORD

DLC MEDIA, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

JKO MEDIA, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

Schedule 1.4(e)

Trade Accounts

There is only one trade Account with a local Amusement Park for tickets. There are no other trade accounts or trade balances other than for programming services and those contracts have been delivered to Buyer.

Schedule 1.6(c)
Allocation of Purchase Price

To Be Determined Prior To Closing

Schedule 2.8

Additional Regulatory Matters

Seller shall repair or replace the remote control for WVIG prior to Closing.

Seller shall cause the microwave link being used by Seller in the operation of WVIG to be assigned to Seller or, in the alternative, shall have filed an application with the FCC for a new microwave link prior to Closing. All costs associated with assignment or application for, build out and licensing of the microwave link shall be borne by Seller.

DEPOSIT AGREEMENT

THIS DEPOSIT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2024, by and among DLC Media, Inc. ("Seller"), JKO Media Group, LLC, ("Buyer"), and Gary Hanner, Esq., as deposit agent ("Deposit Agent"). Seller, Buyer and Deposit Agent are sometimes referred to herein, individually as a "Party", and collectively, as the "Parties".

WHEREAS, Buyer and Seller have entered into an Asset Purchase Agreement of even date herewith (the "Purchase Agreement") by which Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase from Seller the Assets (as defined in the Purchase Agreement), including all applicable licenses issued by Federal Communications Commission ("Commission") for Radio Stations WVIG-FM, West Terre Haute, Indiana (FCC ID 68824), WAMB-AM, Brazil, Indiana (FCC ID 19669), and WFNB-FM, Brazil, Indiana (FCC ID 19670) and FM Translators W295CQ (FCC ID 200297), and W258BA (FCC ID 152754), all in accordance with and subject to the terms and conditions set forth in the Purchase Agreement and subject to the prior approval of the Commission; and

WHEREAS, Seller and Buyer have mutually agreed that Gary Hanner, Esq. shall act as Deposit Agent, and

WHEREAS, pursuant to the Purchase Agreement, Buyer is required to deliver a deposit of Twenty-Five Thousand Dollars (\$25,000.00) in immediately available funds, to be delivered to the Deposit Agent subject to the terms of this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. Definitions. All terms contained in this Agreement shall have the meaning set forth in the Purchase Agreement.

2. Earnest Money Deposit Account.

2.1 Deposit. Buyer, upon Seller and Buyer both signing this Agreement and the Asset Purchase Agreement, will wire transfer Twenty-Five Thousand Dollars (\$25,000.00) in immediately available funds, as an earnest money deposit (the "Deposit"), to be held and disbursed by Deposit Agent as hereinafter set forth.

2.2 Investment. Deposit Agent shall hold the Deposit in his IOLTA Attorney Trust Account at Old National Bank. Parties understand that they will not be paid any interest on the funds deposited.

2.3 Release at Closing. Upon receipt of joint written instructions from Buyer and Seller stating that the Closing is occurring, Deposit Agent shall deliver the Deposit to Seller at the Closing by wire transfer of federal funds to an account which will be identified by Seller prior to the Closing Date.

2.4 Return to Buyer. Upon receipt of joint written instructions from Buyer and

Seller stating that the Purchase Agreement has been terminated pursuant to the applicable section thereof, Deposit Agent shall deliver the Deposit to Buyer by wire transfer of federal funds to an account which will be identified by Buyer.

2.5 Other Release. Upon receipt of other joint written instructions from Buyer and Seller, Deposit Agent shall deliver the Deposit in accordance with such other written instructions, signed by Buyer and Seller (including, without limitation, instructions stating that Seller shall receive all or a portion of the Deposit as liquidated damages pursuant to the applicable section of the Purchase Agreement).

2.6 Conflicting Demands. If any dispute arises among the Parties concerning this Agreement (including, but not limited to, a failure by Seller and Buyer to jointly agree with respect to a disbursement of the Deposit or an objection by either Seller or Buyer to any written directions regarding a disbursement of the Deposit), Deposit Agent may, unless Seller and Buyer jointly, in writing, direct it to the contrary, hold the Deposit pending receipt of a certified copy of a final judgment of a court of competent jurisdiction or, if an appeal therefrom has been timely made and jurisdiction assumed, the final judgment of the highest court to which such appeal has been made and jurisdiction assumed, instructing Deposit Agent on the disbursal of the Deposit. Deposit Agent shall comply with such court judgment. In the alternative, Deposit Agent may interplead the Deposit with The Parke Circuit Court in Parke County, Indiana. If Deposit Agent files an interpleader action, it shall be indemnified for all costs, including reasonable attorney's fees, in connection with such interpleader action, from the funds interplead, and shall be fully protected in suspending all or part of its activities under this Agreement until it receives a final judgment in the interpleader action.

2.7 Interest. Buyer shall not be entitled to the interest, earned on the Deposit,

3. Concerning Deposit Agent.

3.1 Duties. Deposit Agent undertakes to perform all duties which are expressly set forth herein without compensation, unless it is necessary to file an Interpleader action. .

3.2 Indemnification

3.2.1 Deposit Agent may rely upon and shall be protected in acting or refraining from acting upon any written notice, instructions or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper Party or Parties.

3.2.2 Deposit Agent shall not be liable for any action taken by it in good faith and without negligence, and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, and may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

3.2.3 Buyer and Seller hereby agree to indemnify Deposit Agent for, and

to hold Deposit Agent harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of Deposit Agent, arising out of or in connection with Deposit Agent's entering into this Agreement and carrying out Deposit Agent's duties hereunder, including costs and expenses of successfully defending Deposit Agent against any claim of liability with respect thereto.

3.3 Other Matters. Deposit Agent reserves the right to resign as Deposit Agent at any time, provided thirty (30) days' prior written notice is given to the other Parties hereto. The other Parties jointly hereto reserve the right to remove Deposit Agent at any time, provided thirty (30) days' prior written notice is given to Deposit Agent. In the event of litigation or dispute by the Parties hereunder affecting its duties as Deposit Agent, Deposit Agent shall take no action until agreed to jointly by Seller and Buyer, or until Deposit Agent's receipt of an order of a court having jurisdiction.

4. Termination This Agreement and the obligations of Deposit Agent with regard to the Deposit shall be terminated upon the delivery made pursuant to Section 2.3, 2.4, 2.5 or 2.6 hereof, and may be terminated by written mutual consent signed by all Parties hereto.

5. Notice. All notices, demands, requests, or other communications which may be or are required to be given or made by any of the Parties to other Parties pursuant to this Agreement shall be in writing and shall be given in the manner set forth in the applicable section of the Purchase Agreement to the following addresses: (a) if to Buyer or Seller, to their respective addresses set forth in the Purchase Agreement; and (b) if to Deposit Agent:

If To Seller: David Crooks, President
DLC Media, Inc.
111 West National Avenue
Brazil, Indiana 47834

With a copy to:
(which shall not
constitute notice) Richard J. Hayes, Jr.
Attorney at Law
5876 Elena Vista Dr.
Roanoke, VA 24018

If to Buyer: JKO Media Group, LLC
Joesph O'Rourke, Managing Member
507 Chestnut Street
Marshall, IL 62441

With a copy to:
(which shall not
constitute notice) Dawn M. Sciarrino, Esq.
Sciarrino & Shubert, PLLC
330 Franklin Road
Suite 135A-133
Brentwood, TN 37027

If to Deposit Agent: Gary Hanner, Esq.
Hanner Law Firm
Old Parke State Bank Bldg.
Rockville IN 47872

6. Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns as permitted hereunder. No person or entity other than the Parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the Parties hereto, and the covenants and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties hereto or their respective successors and assigns as permitted hereunder. None of the Parties to this Agreement may assign this Agreement or any rights hereunder without the prior written consent of all of the Parties hereto.

7. Entire Agreement; Amendment. This Agreement, together with the Purchase Agreement with respect to Seller and Buyer, contains the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments or understandings with respect to such matters. This Agreement may not be changed orally, but only by an instrument in writing signed by the Party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

8. Signature in Counterparts. This Agreement may be executed in separate counterparts, none of which need contain the signatures of all Parties, each of which shall be deemed to be an original and all of which taken together constitute one and the same instrument.

9. Interpretation. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

[The remainder of this page is intentionally blank.]

[Signature page to Deposit Agreement]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the date and year shown below.

BUYER:

JKO Media Group, LLC

By: _____
Joseph O'Rourke, Managing Member

Date: _____

SELLER:

DLC Media, Inc.
David Crooks, President

Date: _____

DEPOSIT AGENT:

Gary Hanner, Esq.
Hanner Law Firm

Date: _____

PROMISSORY NOTE

US\$700,000.00 (Principal Amount) _____, 2024

FOR VALUE RECEIVED, (1) **JKO Media Group, LLC** an Illinois limited liability company, (referred to herein as the “Maker”) promises to pay to the order of **DLC Media, Inc.**, an Indiana corporation, or assigns (the “Holder”) the principal sum of Seven Hundred Thousand Dollars (\$700,000.00) with interest at six percent (6.0%) per annum interest, amortized via One Hundred Forty Four (144) consecutive monthly installments of Six Thousand Eight Hundred Thirty Dollars and ninety Five Cents (\$6830.95) each of blended principal and interest combined—the first such installment payment due the 90th calendar day after the Closing specified in that certain written Asset Purchase Agreement (the “APA”) entered into as of _____, 2024 by and between JKO Media Group, LLC, and DLC Media, Inc.

Until Makers are notified in writing by Holder to the contrary, all payments hereunder shall be made in lawful money of the United States of America, without offset, by Makers’ deposit of sums sufficient to timely make the above-specified installments to Holder’s account at _____ Bank (or such other bank as Holder shall specify) using the deposit information provided to Makers at said Closing by Holder. Holder reserves the right to modify, from time to time, Holder’s instructions for deposit of the installments due hereunder.

Sums due hereunder may be prepaid in part or in full at any time or times without premium or penalty; provided, however, any *partial* prepayment shall not change the amount or due date of any subsequently due monthly \$6830.95 installments until all sums due hereunder (whether principal or accrued interest) have been paid in full. Of course, prepayment in full of all sums due hereunder at the time of such full prepayment will discharge Makers’ obligations hereunder regardless of the number of monthly installments paid to that date. [In the absence of any principal prepayment and if all scheduled 144 installment payments are timely and fully made, payment of an aggregate amount of \$983,657.95 will be required to satisfy/discharge this Note.]

This Note is the subject of a written Loan Agreement and is secured by a written Personal Guaranty, by a written Security Agreement granting to Holder a security interest in the Assets purchased pursuant to the APA, and by two written Mortgages against the Purchased Real Property—all of said written documents being of even date herewith and hereby incorporated herein by this reference. Those documents together with this Note are hereinafter collectively referred to as the “Loan Documents.” Capitalized terms used herein but not defined herein shall have the same meanings ascribed to them in the APA.

Notwithstanding the above provisions for the required monthly installment payments, the entire principal balance then unpaid, together with all accrued interest, shall be due and payable in full upon any of the following events:

- the sale or transfer (either in one or a series of transactions) of more than 50% of Joey O'Rourke or Kelsey O'Rourke's ownership/membership interest in JKO Media Group, LLC.
- the sale or transfer (either in one or a series of transactions) of more than 50 percent (50%) of the then fair market value ("FMV") of the assets of JKO Media Group, LLC.
- the sale or transfer of more than 50 percent (50%) of either (i) the then FMV of the assets of any one of the Stations (as that term is defined in the APA), or (i) the then aggregate FMV of the assets of the Stations. [For example, selling, either in one transaction or a series of transactions, 26% of the FMV of one of the Stations and 25% of the FMV of the other of the Stations constitutes an event which triggers automatic and immediate acceleration of all sums (principal and accrued interest) then unpaid under this Note.]

Each of Makers understands and agrees that it is each Maker's joint and several obligation under this Note to timely pay all sums due hereunder in not more than one hundred forty four (144) equal monthly installment payments aforesaid.

This Note is for the benefit of the Makers and it embodies the unpaid balance of the Purchase Price due under the APA—which sets forth the terms of sale/purchase of substantially all the operating assets of Radio Stations WVIG-FM, West Terre Haute, Indiana (FCC ID 68824), WAMB-AM, Brazil, Indiana (FCC ID 19669), and WFNB-FM, Brazil, Indiana (FCC ID 19670) and FM Translators W295CQ (FCC ID 200297), and W258BA (FCC ID 152754) (the "Stations") pursuant to the Resolution of the members of JKO Media Group, LLC and Joseph and Kelsey O'Rourke, individually, dated _____. Makers here acknowledge that the purchases of the Assets and the Purchased Real Property benefit each and both of Makers.

Neither references herein to the Loan Documents nor to any provision thereof shall affect or impair the absolute and unconditional obligation of the Makers to pay the principal amount hereof, together with interest accrued thereon, and all other sums payable hereunder, when due.

The occurrence of any one or more of the following shall constitute an event of default ("Event of Default") hereunder:

- (1) Failure to make any payment due hereunder within ten (10) business days of that payments due date (such 10-day period being the "Grace Period")—of any payment due under the terms of this Note;
or
- (2) A default under any of the Loan Documents.

Upon the occurrence of any Event of Default, the Holder may, at its option, give written notice to Maker specifying (i) the Event of Default, (ii) that Makers have ten (10) calendar days to cure the Event of Default, and (iii) in the event there is no timely, complete cure, all sums then unpaid under this Note shall thereupon immediately become due and payable without presentment, demand, protest or other notice of any kind--all of which are hereby waived by the Makers. Whether or not such a notice of acceleration is given, Holder may exercise any/all other rights, powers and remedies available under the Loan Documents, at law or in equity. Each right, power and remedy of the Holder as provided for in this Note is in addition to, and not in substitution for, every other right, power and remedy exercisable by the Holder upon an event of default under any of the Loan Documents, or as provided by applicable law. No single or partial exercise by the Holder of any right, power or remedy referred to above shall preclude any other or further exercise thereof or the exercise of any other of such rights, powers and remedies. No delay or omission on the part of the Holder to exercise such option or to pursue any such rights, powers or remedies shall constitute a waiver of such option or such other rights/powers/remedies or of the right to exercise any of the same in the event of any subsequent Event of Default hereunder.

In the event that Makers fail to make any payment (whether of principal, interest, or any other sum) by the date such payment is due and payable pursuant to the terms of this Note or any other of the Loan Documents, and such failure shall continue after the Grace Period, defined above, the Makers shall pay to the Holder, upon demand therefore, a late payment fee (the "Late Payment Fee") equal to five percent (5%) of the amount of such delinquent payment. The Late Payment Fee shall be in addition to, and not in lieu of, any other right or remedy the Holder may have and is in addition to any reasonable fees and charges of any agents or attorneys which the Holder is entitled to recover from Mers pursuant to the terms hereof or by law.

Any payment on this Note coming due on a Saturday, a Sunday, or a day which is a legal holiday in the place at which a payment is to be made hereunder shall be made on the next succeeding day which is a business day in such place, but any such extension of the time for payment shall be included in the time of computation of interest hereunder.

The Maker hereby waives presentment, protest, demand, notice of dishonor, and all other notices, and all defenses and pleas on the grounds of any extension or extensions of the time(s) for payment or the due dates of any payment to be made pursuant to the terms of this Note, in whole or in part, before or after maturity, with or without notice. No renewal or extension of this Note, and no delay in enforcement of this Note or in exercising any right or power afforded hereunder or any of the Loan Documents, shall affect the liability of the Makers.

Whenever used herein, the words "Makers" and "Holder" shall be deemed to include their respective successors and assigns. Should Makers default hereunder and Holder incurs attorney fees and/or costs to enforce the terms of this Note, Maker shall be liable for same. This Note shall be governed by and construed under and in accordance with the laws of the State of Indiana (but not including the choice of law

rules thereof). Any notice to be given hereunder shall be given in the same manner as set forth in Article 10 of the APA.

IN WITNESS WHEREOF, the undersigned has caused this Note to be duly executed on the Maker's behalf as of the day and year first hereinabove set forth.

JKO Media Group, LLC

By: _____
Joseph O'Rourke, Managing Member

By: _____
Kelsey O'Rourke, Member

STATE OF _____)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said State and County, personally appeared Joseph O'Rourke who having first been duly sworn on his oath, stated that: (i) he is the member-manager of JKO Media Group, LLC, an _____ limited liability company ("JKO Media group, LLC"), and that he has been empowered/authorized by either the LLC's Operating Agreement or by duly passed (but unamended and unrevoked) resolution of JKO Media Group LLC's members, to execute the above and foregoing instrument so as to lawfully bind JKO Media Group LLC to the terms thereof; and (ii) the representations therein contained are true.

WITNESS my hand and Notarial Seal this _____ day of _____, 2024.

_____, Notary Public

Printed Name

My Commission Expires:

County of Residence: _____

My Notary No. is: _____

STATE OF _____)

_____)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said State and County, personally appeared Kelsey O'Rourke who having first been duly sworn on his oath, stated that: (i) she is a member of JKO Media Group, LLC, an _____ limited liability company ("JKO Media Group, LLC"), and that she has been empowered/authorized by either the JKO Media Group, LLC's Operating Agreement or by duly passed (but unamended and unrevoked) resolution of JKO Media Group, LLC's members, to execute the above and foregoing instrument so as to lawfully bind JKO Media Group, LLC to the terms thereof; and (ii) the representations therein contained are true.

WITNESS my hand and Notarial Seal this _____ day of _____, 2024.

_____, Notary Public

Printed Name

My Commission Expires:

County of Residence: _____
My Notary No. is: _____

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") is made as of _____, 2024 by and among JKO Media Group, LLC, an Illinois Limited Liability Company (the "Borrower"), and Joseph O'Rourke and Kelsey O'Rourke, ("Guarantors"), who are individuals and residents of Illinois, and DLC Media, Inc., an Indiana corporation (together with its successors and assigns, (the "Lender").

WHEREAS, Borrower has purchased from Lender, pursuant to an Asset Purchase Agreement entered into as of January____, 2024 (the "APA") substantially all the assets which are used or useful in the operation of radio stations (the "Stations") WAMB(AM), Brazil, Indiana (FCC ID 19669), WFNB-FM, Brazil, Indiana, (FCC ID 19670), WVIG-FM, West Terre Haute, Indiana, (FCC ID 68824), W295CQ, Brazil, Indiana (FCC ID 200297), and W258BA, Terre Haute, Indiana, (FCC ID 152754) (the "Station Assets ");

WHEREAS, the Borrower has requested that the Lender make a loan to the Borrower in the aggregate/initial principal amount of Seven Hundred Thousand dollars (\$700,000.00)at 6.0% per annum interest over a twelve (12) year amortization period to enable the Borrower to purchase the Station Assets;

WHEREAS, the Lender is willing to make such loan to the Borrower upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Lender hereby agree as follows:

SECTION 1 DEFINITIONS

1.1 Certain Defined Terms

The following terms, as used herein, shall have the following meanings:

"Affiliate", as applied to any Person, means any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For the purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, partnership interests or by contract or otherwise. The term "Affiliate" shall include all subsidiaries of such Person. Notwithstanding anything contained in this definition to the contrary, the Members, together with their respective Affiliates, shall be considered "Affiliates" of the Borrower.

"Agreement" means this Loan Agreement.

"Borrower" has the meaning set forth in the introductory paragraph of this Agreement.

"Borrowing Date" means the date of an Advance to the Borrower by the Lender pursuant to this Agreement.

"Business Day" means any day excluding Saturday, Sunday and any day which is a legal holiday in the State of Indiana.

"Capital Lease" means a lease that should be capitalized on the balance sheet of the lessee prepared in accordance with GAAP.

"Change of Control" means the Member who ceases to own and control fifty point one percent (50.1%) of the issued and outstanding membership interest of the Borrower, or the Member sells all or substantially all the assets of the Stations.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor statute thereto, and all rules and regulations promulgated thereunder and in effect at the time of determination.

"Collateral" means, collectively, all of the property at any time securing the Secured Obligations pursuant to the Security Agreement.

"Debt" means at any date, without duplication, (a) all obligations of any Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (d) all obligations of such Person as lessee under Capital Leases, (e) all obligations of such Person to purchase securities or other property which arise out of or in connection with the sale of the same or substantially similar securities or property, (f) all non-contingent obligations of such Person to reimburse any bank or other person in respect of amounts paid under a letter of credit or similar instrument, (g) all Debt of others secured by a Lien on any asset of such Person, whether or not such Debt is assumed by such Person; and (h) all Debt of others guaranteed by such Person.

"Default" has the meaning set forth in Section 7.1 hereof.

"Event of Default" has the meaning set forth in Section 7.1 hereof.

"FCC" is the Federal Communications Commission.

"GAAP" means generally accepted accounting principles in the United States as in effect at the time or for the period in question.

"Governmental Authority" means any federal, state or local government, authority, agency, court or other body, officer, instrumentality or entity, and any arbitrator with authority to bind a party at law.

"Guaranty" means the Personal Guaranty, copy attached hereto as Exhibit B.

"Guarantor" has the meaning set forth in the introductory paragraph of this Agreement.

"Investment" means (a) any direct or indirect purchase or other acquisition by the Borrower of, or a beneficial interest in, stock/equity or other securities of any other Person, or (b) any direct or indirect loan, advance (other than Loan to employees for moving, entertainment and travel expenses, drawing accounts

and similar expenditures in the ordinary course of business) or capital contribution by the Borrower to any other Person, including all indebtedness and accounts receivable from that other Person that are not current assets or did not arise from sales to that other Person in the ordinary course of business. The amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment.

"Law" means any law, rule, regulation, ordinance, order, code, interpretation, judgment, decree, injunction, writ, permit or decision of any Governmental Authority.

"Lender" has the meaning set forth in the introductory paragraph of this Agreement.

"Lien" means any mortgage, lien, pledge, charge, security interest or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest) and any right of first refusal, option, trust, limitation on transfer or use or assignment or licensing or other restriction or preferential arrangement of any kind with respect to any property or assets.

"Loan" has the meaning set forth in Section 2.1(a) hereof.

"Loan Documents" mean this Agreement, the Note, the Guaranty, the Security Agreement, Mortgages and all assignments, agreements, instruments or other documents delivered or to be delivered pursuant thereto.

"Material Adverse Effect" means (i) a material adverse effect upon the business, condition (financial or otherwise) or results of operations of the Borrower or (ii) any impairment of the Collateral or of the ability of the Lender to enforce its rights with respect thereto.

"Maturity Date" has the meaning set forth in Section 2.3 hereof.

"Members" means the individual Members of JKO Media Group, LLC.

"Mortgages" means the mortgages on the Real Property used as the Transmitter/Tower Sites of the Stations attached hereto in Exhibit E;

"Note" means the Promissory Note of even date herewith in the principal amount of \$700,000.00 executed by the Borrower, substantially in the form attached hereto as Exhibit A.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, trust or any other entity or organization, whether or not a legal entity, including any Governmental Authority.

"Prime Rate" means the rate of interest published from time to time in The Wall Street Journal listing of "Money Rates," and shall be the average rate if more than one is quoted. If this index ceases to be available, an alternate index of similar nature will be selected by the Lender.

"Secured Obligations" mean, collectively, all of the obligations described in Section 2 of the Security Agreement and in Section 3 of the Pledge Agreement.

"Security Agreement" means the Security Agreement of even date herewith executed by the Borrower, substantially in the form attached hereto as Exhibit D.

"Station Assets" has the meaning set forth in the first recital to this Agreement.

"Members" means Joseph O'Rourke and Kelsey O'Rourke.

"Taxes" mean any fee (including license, filing and registration fees), tax (including income, gross receipts, franchise, sales, use or real, personal, tangible or intangible property taxes), interest equalization or stamp tax, assessment, levy, impost, duty, charge or withholding of any kind or nature whatsoever, imposed or assessed by any Governmental Authority, together with any penalty, fine or interest thereon.

"Uniform Commercial Code" means at any time the Uniform Commercial Code as then in effect in the State of Indiana.

1.2 Accounting Terms and Determinations

Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP.

1.3 Other Definitional Provisions

References to "Sections" shall be to Sections of this Agreement unless otherwise specifically provided. Any of the terms defined in Section 1.1 hereof may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. Any reference herein or in any other Loan Document to any agreement, document or instrument, including, without limitation, this Agreement, the Note and the other Loan Documents and any schedules or exhibits thereto, unless expressly noted otherwise, shall be a reference to each such agreement, document or instrument as the same may be amended, restated, supplemented or otherwise modified from time to time to the extent permitted hereunder or under the applicable other Loan Document.

SECTION 2 THE LOAN

2.1 Loan

Loan. Subject to the terms and conditions of this Agreement and the Note, and provided that no Default has occurred and is continuing, the Lender agrees to loan to the Borrower, and the Borrower agrees to borrow from the Lender, the principal amount of Seven Hundred Thousand dollars (\$700,000.00). at the 6.0% per annum interest rate and pursuant to the terms embodied in the Note. (the "Loan").

2.2 Use of Proceeds

The proceeds of the Loan shall be used by the Borrower solely for the purchase of the Station Assets from Lender.

2.3 Term

The Loan shall mature, and the entire outstanding principal balance thereof, together with all accrued and unpaid interest thereon, shall be due and payable in full, upon the earlier of (i) the sale or transfer of 50.1% of the membership interests of either Guarantor in the Borrower or the sale or transfer of 50.1% of the fair market value of the Stations' Assets or (ii) the 12th anniversary of the date hereof (the "Maturity Date"), or (iii) if the Collateral shall in the opinion of Lender become impaired, or (iv) Lender reasonably deem itself insecure with respect to repayment of the Note.

2.4 Note

The indebtedness of the Borrower hereunder and the obligation of the Borrower to repay the Loan, together with interest thereon, shall be evidenced by the Note, executed and delivered by the Borrower to the Lender. The terms of the Note are hereby incorporated by reference.

2.5 Interest

The Loan shall bear interest at a rate equal to 6.0% per annum, and is subject to the terms and provisions of the Note. Beginning 90 days from the date this Agreement and continuing every month thereafter until paid in full, Borrower shall pay to Lender the sum of \$6830.95. On the Maturity Date, the outstanding balance then unpaid under the terms of the Note shall be paid, in full.

2.6 Prepayment; No Revolver

The Loan, including all interest accrued thereon, may be prepaid in whole or in part without premium or penalty. Amounts of the Loan that are prepaid may not be reborrowed. Unless the Lender otherwise elects, all prepayments shall be applied first, to the payment of any fees or expenses owing to the Lender under this Agreement, the Note, or any of the other Loan Documents, second, to the payment of accrued and unpaid interest, and then, to the unpaid principal balance of the Note.

2.7 Collateral

As collateral for the full and timely payment and performance of the Secured Obligations, the Borrower and the Guarantors have personally guaranteed repayment of the Loan and have granted to the Lender a first priority/perfected purchase money security interest in and lien on the Collateral, as set forth in the Security Agreement, and a mortgage on the two parcels of Real Property used as the Transmitter/Tower Sites of the Stations.

SECTION 3 CONDITIONS PRECEDENT

3.1 Conditions Precedent.

The obligation of the Lender to make the Loan is subject to its receipt of each of the following, in form and substance satisfactory to the Lender, and to the Lender's determination that the following conditions precedent have been satisfied prior to or simultaneously with the funding of the Loan:

- (a) this Agreement, duly executed by the Borrower;
- (b) the Note, duly executed by the Borrower;
- (c) the Guaranty, duly executed by the Guarantors;
- (d) the Security Agreement, duly executed by the Borrower;
- (e) the Mortgages, duly executed by the Borrower all in form and substance satisfactory to the Lender);
- (f) a resolution of the Members of the Borrower, certified as of the date of the Closing by its Managing Member, authorizing the execution, delivery and

performance of the Loan Documents and (ii) a certificate of the Borrower's managing member, dated the date of the Closing, as to the incumbency and authenticity of the signatures of the Members of the Borrower executing the Loan Documents and as to the names of all of the Members of the Borrower as of such date;

(g) written reports stating that a search of the public records of the applicable jurisdictions in the States of Indiana disclose no Lien, financing statement or title retention agreement filed and/or recorded against the Borrower or any of the Members with respect to any of the Collateral, except in favor of the Lender or otherwise approved by the Lender in writing;

(h) either (i) evidence that the filing of Uniform Commercial Code financing statements as to the Collateral for all jurisdictions as may be necessary or desirable to perfect the Lender's security interests in the Collateral have been made or (ii) financing statements executed by the Borrower with respect to the Collateral in form appropriate for filing in all jurisdictions as may be necessary or desirable to perfect the Lender's interests in the Collateral; *{UCC-1 financing statements do not require execution by debtor}*

(i) each of the representations and warranties of the Borrower and the Members contained in the Loan Documents shall be true, correct and complete as of the date of the Loan;

(j) an opinion of counsel for the Borrower in a form reasonably satisfactory to the Lender which includes, but is not necessarily limited to, the matters described in Section 4.3 hereof;

(k) any additional agreements, opinions, certifications, instruments, invoices, bills, statements of account or other documents relating to the Loan which the Lender may reasonably deem necessary or desirable;

(l) receipt by Lender of a Certificate of Existence for Borrower.

(m) a mortgage on the Real Property copies of the applicable insurance policies covering loss or destruction to the Collateral, showing Lender as an additional loss payee

SECTION 4 REPRESENTATIONS AND WARRANTIES

In order to induce the Lender to enter into this Agreement and to make the Loan hereunder, the Borrower represents and warrants to the Lender that:

4.1 Organization, Powers, Good Standing and Business

(a) Organization and Powers. The Borrower is a Limited Liability Company duly formed and validly existing under the laws of the State of Illinois and is duly qualified to transact business under the laws of the State of Indiana. The Borrower has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, and has all requisite power and authority to enter into the Loan Documents and to carry out the transactions contemplated thereby.

(b) Good Standing. The Borrower is in good standing in the States of Indiana and Illinois, in every other jurisdiction, if any, in which it has an office and in every other jurisdiction, if any, in which its assets are located, and wherever else necessary to carry out its present business and operations.

(c) Conduct of Business. The Borrower is engaged only in the business permitted under Section 6.7 hereof. The Borrower holds all material licenses, permits, certificates of authority, or any waivers of the foregoing, that are necessary to permit the Borrower to conduct its business as now conducted and to hold and operate its properties. All such material licenses, permits, certificates of authority and waivers are valid and in full force and effect.

4.2 Authority and Capacity

The Members have the full legal right, authority and capacity to execute, deliver and perform the Guaranty, the Mortgages and the other Loan Documents and to incur the obligations provided for therein.

4.3 No Approvals; No Conflicting Laws or Agreements

No consent, approval or authorization of, or filing (other than Uniform Commercial Code filings), registration or qualification with, any Governmental Authority or any other Person is required as a condition to the execution, delivery and performance of, or consummation of the transactions contemplated by, the Loan Documents. The execution, delivery and performance by the Borrower of the Loan Documents do not (a) contravene any provision of Law applicable to the Borrower, or any of its properties, (b) contravene the Borrower's organizational documents or Bylaws, (c) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both, if applicable) a default under any indenture, agreement or other instrument to which the Borrower is a party or by which the Borrower or any of its properties may be bound or affected, or (d) result in the creation or imposition of any Lien (other than the Lien created under the Loan Documents) on any property of the Borrower, or result in or require the acceleration of Debt of the Borrower pursuant to any agreement, instrument or indenture to which the Borrower is a party or by which any of its properties may be bound or affected.

4.4 Binding Effect

Each of the Loan Documents constitutes a valid and binding obligation of the Borrower, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general equitable principles.

4.5 Financial Information

The balance sheet of the Borrower as of the date hereof, a copy of which has been delivered to the Lender, is true, complete and correct in all material respects, has been prepared in conformity with GAAP and fairly states the assets and liabilities of the Borrower. The Borrower does not have any material Debt, Capital Lease or unusual forward or long-term commitment which is not reflected in such balance sheet.

4.6 No Material Adverse Change

Since December 1, 2023, no material adverse change has occurred in the business, condition (financial or otherwise) or results of operations of the Borrower, nor have such business or operations been materially adversely affected as a result of any fire, explosion, earthquake, accident, strike, lockout, combination of workers, flood, embargo or act of God, nor has any event occurred, the effect of which would have a Material Adverse Effect.

4.7 Litigation

There is no action, suit or proceeding pending or, to the knowledge of the Borrower, threatened, against or affecting the Collateral, or against or affecting the Borrower, or any of its properties, which could have a Material Adverse Effect, or which in any manner calls into question the validity of this Agreement or any other Loan Document, or which in any manner challenges or questions the validity of any of the transactions contemplated thereby, and there is no basis known to the Borrower for any such action, suit or proceeding.

4.8 Taxes

The Borrower has filed all United States federal income tax returns, Indiana and Illinois state income tax returns, where applicable, and all other tax returns which are required to be filed by the Borrower and has paid all Taxes due pursuant to such returns or pursuant to any assessments received by the Borrower.

4.9 Performance of Agreements

The Borrower is not in violation of or in default under any term or provision of any mortgage, indenture, contract, agreement or other instrument to which it is a party or by which it or any of its assets is bound or affected, except any such violation or default which would not have a Material Adverse Effect.

4.10 Compliance with Laws

The Borrower is in compliance in all material respects with all Laws applicable to it, except to the extent that failure to so comply would not have a Material Adverse Effect.

4.11 Title to Properties, Liens

The Borrower has good, sufficient and legal title to, or valid leasehold interests in, all of its properties and assets, and all such properties and assets are free and clear of Liens.

4.12 Securities Activities

The making of the Loan and the application of the proceeds thereof, as provided herein, do not violate Regulations G, T, U or X of the Board of Governors of the Federal Reserve System, the Securities Exchange Act of 1934, as amended, the Securities Act of 1933, as amended, or any state securities laws.

4.13 Solvency

The Borrower is, and on and after the consummation of the transactions contemplated under the Loan Documents, and upon the incurrence of the Secured Obligations, will be solvent.

4.14 Disclosure

No representation or warranty in this Agreement, the Note or any of the other Loan Documents, and no certificate or document furnished or to be furnished to the Lender pursuant to this Agreement, the Note or any of the other Loan Documents or in connection herewith or therewith or with the transactions contemplated hereby or thereby, contains or will contain any untrue statement of material fact, or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading.

SECTION 5 AFFIRMATIVE COVENANTS

The Borrower covenants and agrees that, so long as any amount payable under any Loan Document remains unpaid:

5.1 Information

The Borrower will deliver or cause to be delivered to the Lender the following:

(a) Notice of Default. Immediately upon the occurrence of any Default or Event of Default, a certificate of the Borrower, setting forth the details thereof and the action which the Borrower is taking or proposing to take with respect thereto.

(b) Notice of Litigation. Promptly after obtaining knowledge of the commencement of, or of a threat of the commencement of, an action, suit or proceeding against or affecting the Collateral, or against or affecting the Borrower or any of its properties, which could have a Material Adverse Effect, or which in any manner calls into question the validity of this Agreement, any other Loan Document or which in any manner challenges or questions the validity of any of the transactions contemplated thereby, information as to the nature of such pending or threatened action, suit or proceeding and such additional information as may be reasonably requested by the Lender.

(c) Information. Promptly, such information regarding the Borrower as the Lender may reasonably request, provided that, so long as no Default shall have occurred and be continuing, such information can be furnished without unreasonable effort or expense.

5.2 Maintenance of Existence, etc.

The Borrower will, at all times, preserve and keep in full force and effect its Limited Liability Company's existence, all rights and licenses material to its business and comply at all times with all material provisions of all licenses, certifications and permits (including, without limitation, the Permit), and suffer no

loss or forfeiture thereof or thereunder except for a loss or forfeiture which would not have a Material Adverse Effect.

5.3 Payment of Obligations

The Borrower will pay and discharge as the same shall become due and payable (a) all of its obligations and liabilities, including all claims or demands of materialmen, mechanics, carriers, warehousemen, landlords and other like Persons which, in any such case, if unpaid, might by law give rise to a Lien upon any of its properties or assets, and (b) all lawful Taxes, assessments and charges of Governmental Authorities or levies upon the Borrower or any of its properties or assets, unless the items in clause (a) or (b) are being diligently contested in good faith by appropriate proceedings, and such party shall have deposited reserves for such items in a manner and in an amount satisfactory to the Lender.

5.4 Maintenance of Property; Insurance

The Borrower will (a) keep all of its properties in good working order and condition, subject to ordinary wear and tear, making such capital expenditures as necessary to operate the Stations' Assets ("Capital Expenditures"), (b) maintain in full force and effect all policies of insurance now held or hereafter acquired by the Borrower or otherwise naming the Borrower as a beneficiary or a loss payee and inform the Lender of any notice of cancellation or non-renewal of any such insurance policy or binder, and (c) furnish to the Lender upon request full information as to the insurance carried together with evidence that the Lender is listed on all insurance policies as an additional 'loss payee'.

5.5 Compliance with Laws and Agreements

(a) Compliance with Laws. The Borrower will comply with all applicable Laws, except to the extent that failure to so comply would not have a Material Adverse Effect.

(b) Compliance with Agreements. The Borrower will comply with all terms and provisions of the mortgages, indentures, contracts, agreements and other instruments to which the Borrower is a party, or by which it or any of its assets is bound or affected, except to the extent that failure to so comply would not have a Material Adverse Effect.

5.6 Accounting; Inspection of Property; Books and Records

The Borrower will keep proper books of record and account in which full, true and correct entries shall be made of all dealings and transactions in relation to the business and activities of the Borrower; and will permit representatives of the Lender to visit and inspect any of the properties of the Borrower and to examine and make abstracts from any of the books and records of the Borrower, all at reasonable times, at reasonable intervals and with reasonable prior notice (but such limitations shall not apply after the occurrence of a Default).

5.7 Compliance with Related Documents

The Borrower will comply at all times with the terms and provisions of the Loan Documents.

SECTION 6 [NEGATIVE COVENANTS]

The Borrower covenants and agrees that, so long as any amount payable under any Loan Document remains unpaid:

6.1 Intentionally Left Blank

6.2 Liens

Except as provided in accordance with this Agreement, the Borrower will not, at any time, create, assume or permit or suffer to exist any Lien on or with respect to any of its properties or assets constituting Collateral, whether now owned or hereafter acquired, except Liens securing Taxes, assessments or charges of any

Governmental Authority or levies or the claims or demands of materialmen, mechanics, carriers, warehousemen, landlords and other like Persons, provided (A) with respect to Liens securing Taxes, such Taxes are not yet due or payable, and (B) with respect to Liens securing claims or demands of materialmen, mechanics, carriers, warehousemen, landlords and the like, no action has been taken to enforce the same.

6.3 Investments

The Borrower will not, directly or indirectly, make or own any Investment in any Person, except the Borrower may make Capital Expenditures as necessary to operate the Station Assets.

6.4 Guarantys

Other than the Guaranty delivered to Lender, the Borrower will not enter into or become or be liable with respect to any other guaranty.

6.5 Fundamental Changes

The Borrower will not (a) alter, amend or modify its capital or legal structure, including without limitation the issuance of additional membership interests, (b) enter into any transaction of merger, or consolidate, liquidate, wind-up or dissolve itself) (or suffer any liquidation or dissolution), (c) convey, sell, lease, sub-lease, transfer or otherwise dispose of, in one transaction or a series of transactions, all or any part of its business, property or assets, whether now owned or hereafter acquired (other than in the ordinary course of business), which ordinary course includes—but is subject to observance of the Security Agreement, the future sale, lease, sub-lease, or transfer of any broadcast stations, including real property and fixtures associated with such stations, now or hereafter owned by Borrowers,, (d) acquire by purchase, lease or otherwise (in one transaction or a series of related transactions) all or any part of the business, property or assets of, or stock or other evidence of beneficial ownership of, any Person (other than purchases or other acquisitions of inventory, leases, materials, property and equipment in the ordinary course of Borrower's

business), or (e) agree to do any of the foregoing at any future time; provided, however, that the Borrower may make Capital Expenditures as necessary to operate the Station Assets.

6.6 Transactions with Stockholders, Partners and Affiliates

The Borrower will not, directly or indirectly, enter into or permit to exist any transaction (including, without limitation, the purchase, sale, lease or exchange of any property or the rendering of any service) with any Member or any Affiliate of the Borrower on terms that are less favorable to the Borrower than those that might be obtained at the time from Persons who are not a Member or an Affiliate.

6.7 Conduct of Business

The Borrower will not engage in any business other than the operation of the Station Assets and radio stations it has acquired prior to the date of this Agreement.

6.8 Governing Documents

The Borrower will not amend its Articles of Formation, bylaws, or any other Limited Liability Company documents of the Borrower in a manner that will have a Material Adverse Effect.

6.9 Use of Proceeds

The proceeds of the Loan will be used only for the purposes set forth in Section 2.2 hereof. The Borrower will not use or permit to be used any proceeds of the Loan, either directly or indirectly, to purchase or carry any "margin stock" (as defined in Regulation U of the Board of Governors of the Federal Reserve System) or any "margin securities" (as defined in Regulation G of the Board of Governors of the Federal Reserve System), or to extend credit to others for the purpose of purchasing or carrying any such "margin stock" or "margin securities," or for the purpose of reducing or retiring any indebtedness which was originally incurred for the purpose of purchasing or carrying any such "margin securities," or "margin stock," or for any purchase which would cause this Agreement or the Loan to violate Regulations G, U, T or X of the Board of Governors of the Federal Reserve System, the Securities

Exchange Act of 1934, as amended, the Securities Act of 1933, as amended, or any state securities laws.

SECTION 7 EVENTS OF DEFAULT; REMEDIES

7.1 Events of Default

The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder (and the occurrence of any one or more of the following shall constitute a "Default," whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied):

(a) Non-Payment of Interest. The Borrower shall fail to pay on the due date, including the Grace Period as defined in the Note, any interest or any other amount payable under the Note, hereunder or under any of the other Loan Documents.

(b) Non-Payment of Principal. The Borrower shall fail to pay the outstanding principal balance of the Loan when due, whether via installment, at stated maturity, by acceleration, by notice of prepayment or otherwise.

(c) Breach of Representations and Warranties. Any representation, warranty, certification or statement made by the Borrower or the Members in this Agreement or any other Loan Document or in any certificate, financial statement or other document delivered pursuant hereto or thereto shall prove to have been incorrect in any material respect when made.

(d) Breach of Covenants. The Borrower shall fail to observe or perform in any material respect (i) any covenant contained in Section 6 hereof or (ii) any other covenant contained in this Agreement for thirty (30) days after notice thereof has been given to the Borrower by the Lender.

(e) Voluntary Proceedings. The Borrower or any of the Members shall commence a voluntary case or other proceeding seeking, if applicable, liquidation, reorganization or other relief with respect to the Borrower, such Member or the debts

of the Borrower or such Member under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking, if applicable, the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Borrower, such Member or any substantial part of the property of the Borrower or such Member, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against the Borrower, or such Member, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay the Borrower's, or such Member's debts as they become due, or shall take any action to authorize any of the foregoing.

(f) Involuntary Proceedings. An involuntary case or other proceeding shall be commenced against the Borrower or any Member seeking, if applicable, liquidation, reorganization or other relief with respect to the Borrower or such Member or the debts of the Borrower or such Member under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Borrower or such Member or any substantial part of the property of the Borrower or such Member, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against the Borrower or any Member under the federal bankruptcy laws as now or hereafter in effect.

(g) Collateral. The Security Agreement shall cease for any reason to be in full force and effect or the validity or enforceability thereof shall be contested by any party thereto (other than the Lender), or any party thereto (other than the Lender) shall deny that it, she or he has any further liability or obligation under the Security Agreement, or the Security Agreement shall cease to be effective to grant a first perfected purchase money security interest in the Collateral.

(h) Change of Control. Any Change of Control shall occur other than as contemplated by the Loan Documents.

7.2 Remedies; FCC Compliance

(a) Remedies. Upon the occurrence of any Event of Default, and in every such event, the Lender may, at its option, declare the Note to be, and the Note shall thereupon become, immediately due and payable without presentment, demand,

protest or other notice of any kind, all of which are hereby waived by the Borrower and exercise all other rights, powers and remedies available under the Loan Documents, at law or in equity.

(b) FCC Compliance. Notwithstanding anything to the contrary set forth herein, Lender shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct, the operations of the Station Assets, and such operation, including complete control and supervision of programming on the Station Assets after closing, shall be the sole responsibility of the Borrower. In the event that the Lender elects to exercise its remedies upon an Event of Default as contemplated by Section 7.2(a) hereof, the Lender shall comply in all material respects with the Communications Act of 1934, as amended, and all applicable rules and regulations of the FCC, including, without limitation, obtaining any required consent of the FCC prior to the exercise of such remedies. **As stated in the Security Agreement, the licenses of the Stations are not collateral for this transaction and, in the event of a default, control of the Stations shall remain with the Borrower until the FCC grants an assignment application specifying a different licensee.**

SECTION 8 MISCELLANEOUS

8.1 Notices

All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, sent by overnight courier or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by telecopy, addressed as follows:

If to Borrower:

JKO Media Group, LLC
 Joesph O'Rourke, Managing Member
 507 Chestnut Street
 Marshall, IL 62441

If to Members:

Joseph O'Rourke
 507 Chestnut Street
 Marshall, IL 62441

Kelsey O'Rourke
 507 Chestnut Street
 Marshall, IL 62441

If to Lender:

David Crooks, President
 DLC Media, Inc.
 5120 W SR 340
 Brazil, IN 47834

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication which shall be hand delivered, sent, mailed or telecopied in the manner described above, shall be deemed sufficiently given, served, sent, received or delivered for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, or (with respect to a telecopy) the answerback being deemed conclusive, but not exclusive, evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

8.2 No Waivers

No failure or delay by the Lender in exercising any right, power or remedy hereunder or under the Note shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and remedies herein provided shall be cumulative and not exclusive of any rights, powers or remedies provided at law or in equity.

8.3 Expenses; Taxes and Charges; Indemnification; Attorneys' Fees

(a) Expenses. The Borrower and the Lender each agree to pay their own costs and expenses incurred in connection with the preparation and negotiation of the Loan Documents. All taxes, fees and other charges imposed in connection with the conduct of lien searches and the filing of financing statements shall be paid by

the Borrower. If an Event of Default occurs hereunder, the Borrower shall pay all expenses, including reasonable fees and disbursements of counsel, incurred by the Lender in connection with such Event of Default and collection and other enforcement proceedings resulting therefrom.

(b) Indemnification. The Borrower and the Members agree to indemnify the Lender and to hold the Lender harmless from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel) which may be incurred by the Lender as a result of a material breach of this Agreement by the Borrower or the Members, provided that the Lender shall not have the right to be indemnified hereunder for its own breach of this Agreement, gross negligence or willful misconduct as determined by a court of competent jurisdiction.

(c) Attorneys' Fees. If, in any action or proceeding brought pursuant to this Agreement or any other Loan Document, the Borrower or any Member receives a final, nonappealable judgment in its, her or his, as applicable, favor, then, in such event, such party shall be entitled to recover from the Lender all reasonable fees and disbursements of its, her or his, as applicable, counsel incurred by such party in connection with such action or proceeding.

8.4 Amendments and Waivers

Any provision of this Agreement or the Note may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Borrower and the Lender.

8.5 Headings

The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

8.6 Severability

The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.

8.7 Entire Agreement

This Agreement and the other Loan Documents together embody the entire agreement and understanding among the Borrower and the Lender relating to the subject matter hereof and supersede all prior written and oral agreements and understandings among the Borrower and the Lender relating to the subject matter hereof.

8.8 Successors and Assigns

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the Borrower may not assign or otherwise transfer any of its rights or obligations under this Agreement without consent of the Lender, which consent may not be unreasonably withheld. Notwithstanding anything to the contrary herein, the Lender may assign and/or delegate all or any portion of its rights under this Agreement, including, without limitation, assignments as collateral, provided that no such assignment shall relieve the Lender of its obligations hereunder in the event that its assignee fails to perform the obligations delegated. In the event that the Lender finds it necessary or is required to provide to a third party lender a collateral assignment of the Lender's interest in this Agreement and/or any related documents, the Borrower shall cooperate with the Lender and any third party requesting such assignment including but not limited to the Borrower signing an acknowledgment of such assignment.

8.9 Choice of Law; Consent to Jurisdiction

This Agreement shall be governed by and construed in accordance with the Laws of the State of Indiana. All judicial proceedings brought against the parties

arising out of or relating to this Agreement, the Note or any other Loan Document or the Secured Obligations may be brought in any state or federal court of competent jurisdiction in the State of Indiana and by execution and delivery of this Agreement, the parties accept for themselves and in connection with the properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts and waive any defense of forum non-conveniens, and irrevocably agree to be bound by any judgment rendered thereby in connection with this Agreement, the Note, such other Loan Documents or the Secured Obligations.

8.10 Counterparts

This Agreement and any amendments, waivers, consents, or supplements may be executed in counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but both of which counterparts, together, shall constitute one and the same instrument.

8.11 No Third-Party Beneficiaries

Nothing in this Agreement or in any other Loan Document is intended to, or shall be construed to, confer upon any Person not a party hereto any rights or benefits hereunder, except that the Lender's lenders shall be entitled to rely upon the representations and warranties contained herein and therein, as fully as if such representations and warranties were made directly to such lenders.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered on its behalf, as of the day and year first above written.

Borrower(s):

JKO Media Group, LLC

Joseph O'Rourke, Managing Member

Kelsey O'Rourke, Member

Joseph O'Rourke, Individually

Kelsey O'Rourke, Individually

Guarantors:

Joseph O'Rourke, Individually

Kelsey O'Rourke, Individually

Lender:

DLC Media, Inc.

David Crooks, President

DATED: _____

EXHIBITS

Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E

Promissory Note
Guaranty
Intentionally Left Blank
Security Agreement
Mortgages on Transmitter/Tower Sites

Personal Guaranty

This Personal Guaranty made and entered into this ___ day of ____, 2024 by Joesph O'Rourke and Kelsey O'Rourke, jointly and severally, whose address is 507 Chestnut Street, Marshall, IL 62441 (hereinafter referred to herein as "Guarantors") in favor of DLC Media, Inc. ("DLC") and David L. Crooks, whose address 111 West National Avenue, Brazil, Indiana 47834 (hereinafter referred to as "Lender").

WHEREAS: JKO Media Group, LLC and Lender have entered into an Asset Purchase Agreement (the "APA") for the purchase and sale of radio stations WAMB(AM), Brazil, Indiana (FCC ID 19669), WFNB-FM, Brazil, Indiana, (FCC ID 19670), WVIG-FM, West Terre Haute, Indiana, (FCC ID 68824), W295CQ, Brazil, Indiana (FCC ID 200297), and W258BA, Terre Haute, Indiana, (FCC ID 152754) (the "Stations"), which transactions the parties have consummated as of the date hereof.

WHEREAS, pursuant to the APA, JKO Media Group, LLC, has delivered a Promissory Note to Lender in the principal amount of Seven Hundred Thousand at an interest at the rate of 6.0 percent.

WHEREAS: Guarantors own, collectively, controlling equity interests in JKO Media Group, LLC, thereby being the individuals who benefit most from the extension of credit by DLC via the Note;

WHEREAS, David L. Crooks owns the equity in DLC and benefits financially if the Note is paid per its terms;

WHEREAS, capitalized terms used herein and not defined shall have the respective meanings set forth in the APA.

NOW, THEREFORE, in order to induce Lender to enter into the Loan with JKO Media Group, LLC, Guarantors unconditionally guaranty the faithful and full performance by JKO Media Group, LLC, of all terms and conditions of the Promissory Note. In the event of default by JKO Media Group, LLC, or failure to faithfully perform any of the terms or conditions required of JKO Media Group, LLC, under the Loan, or in the event of failure of JKO Media Group, LLC to make any or all payments of money required of it under the Loan, Guarantors unconditionally promise to pay Lender, in lawful money of the United States, all sums at any time due and unpaid under the Promissory Note, plus costs of collection, including reasonable attorney fees with or without trial, arbitration and upon appeal and review; and

Guarantors agree that the obligations of Guarantors hereunder are independent of the obligations of JKO Media Group, LLC under the Loan, and a separate action or actions may be brought against Guarantors, whether action is brought against JKO Media Group, LLC or whether JKO Media Group, LLC be joined in any action or actions, the liability of Guarantors

hereunder being primary, Guarantors hereby waive the benefit of any suretyship defenses affecting its liability hereunder or the enforcement hereof.

Guarantors, upon default by JKO Media Group, LLC, hereby waives any right to require Lender to: (a) proceed against JKO Media Group, LLC; (b) proceed against or exhaust any security held by Lender; or (c) pursue any other remedy in Lender's power. Guarantors waive any defense arising by reason of any defense of JKO Media Group, LLC, or by reason of the cessation, from any cause whatsoever, of the liability of JKO Media Group, LLC under the Loan. Guarantors waive any and all demands for performance, notices of nonperformance or default, and notices of cancellation or forfeiture. Lender may apply all proceeds received from JKO Media Group, LLC or others to such part of JKO Media Group, LLC indebtedness, as Lender may deem appropriate without consulting Guarantors and without prejudice to or in any way limiting or lessening the liability of Guarantors under this Guaranty; and

This Personal Guaranty shall not be affected or discharged by the death of the undersigned, but shall bind Guarantors' heirs and personal representatives, and shall inure to the benefit of any successors or assigns of Lender.

Should it be necessary to take legal action to enforce this Guarantee, the Lender shall be entitled to any expenses and legal fees Lender incurs.

Guarantors hereby unconditionally endorse and guaranty payment of the Note and waive diligence, presentment, demand, protest and notice of nonpayment. No extension of time, release of any party from liability, substitution or release of security, failure to apply deposit, or other forbearance granted to JKO Media group, LLC or to anyone who has assumed the payment of this Note shall affect the liability of the undersigned, all notice thereof being waived; and

This Personal Guaranty shall be governed by the laws of the State of Indiana, except with respect to the conflicts of laws provisions thereof. Any dispute arising hereunder shall be settled by arbitration using a sole arbitrator in Indianapolis, IN under the rules of the American Arbitration Association or Dispute Prevention & Resolution, Inc. (DPR) at Lender's sole and absolute discretion; and

This instrument constitutes the entire guaranty agreement between Lender and Guarantors. No oral representation not contained herein shall in any way affect this Guaranty, which shall not be modified except by the parties in writing. Waiver by Lender of any provision hereof in one instance shall not constitute a waiver as to any other instance; and

IMPORTANT: THIS DOCUMENT CREATES SPECIFIC LEGAL OBLIGATION. DO NOT SIGN IT UNTIL YOU HAVE FULLY READ IT. BY SIGNING YOU COMPLETELY AGREE TO ITS TERMS.

Before me, a Notary Public in and for said State and County, personally appeared Kelsey O'Rourke who having satisfied me as to her identity, stated that she is an adult, and then voluntarily signed the above and foregoing Personal Guaranty free of duress or undue influence after having been duly sworn and having stated that the representations contained therein are true and correct.

WITNESS my hand and Notarial Seal this _____ day of _____, 2024.

My Commission Expires:

_____, Notary Public:

Printed Name

My Notary No. is: _____

County of Residence: _____

GUARANTORS:

By: _____

Joseph O'Rourke, Individually

Date: _____

By: _____

Kelsey O'Rourke, Individually

Date: _____

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is dated as of this _____ day of _____, 2024, by and between JKO Media Group, LLC, an Illinois Limited Liability Company (the "Debtor"), and DLC Media, Inc., an Indiana corporation, (the "Secured Party").

WITNESSETH:

WITNESSETH:

WHEREAS, Debtor has entered into an Asset Purchase Agreement dated _____, 2024 (the "Asset Purchase Agreement") with the Secured Party for the assignment of the licenses and the purchase of certain assets used in the operations of radio stations WAMB(AM), Brazil, Indiana (FCC ID 19669), WFNB-FM, Brazil, Indiana, (FCC ID 19670), WVIG-FM, West Terre Haute, Indiana, (FCC ID 68824), W295CQ, Brazil, Indiana (FCC ID 200297), and W258BA, Terre Haute, Indiana, (FCC ID 152754), (the "Stations").

WHEREAS, the Asset Purchase Agreement provides that the Debtor shall enter into certain written instruments/indentures (the "Loan Documents")—namely, this Security Agreement, a loan agreement (the "Loan Agreement"), two mortgages (the "Mortgages"), a personal guaranty (the "Guaranty") of certain individuals, and a promissory note (the "Promissory Note") under the terms of which Debtor shall pay Secured Party compensation in the aggregate amount of Nine Hundred Eighty Three Thousand Six Hundred Fifty Seven Dollars and Ninety Five Cents (\$983,657.95) pursuant to the Loan Agreement and in fulfillment of the terms and conditions of the Asset Purchase Agreement;

WHEREAS, the Asset Purchase Agreement requires Debtor to execute and deliver to Secured Party this Security Agreement to secure Debtor's obligations under the Promissory Note and Asset Purchase Agreement by granting Secured Party a security interest in the Assets of the Stations; and

WHEREAS, capitalized terms used herein and not defined herein shall have the respective meanings set forth in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and agreements contained herein and the Secured Party's agreements under the Promissory Note and Asset Purchase Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and the Debtor agree as follows.

ARTICLE 1. GRANT OF SECURITY INTEREST

In order to secure the payment of any and all amounts owed by Debtor to Secured Party pursuant to the Asset Purchase Agreement and the Promissory Note and all other duties and obligations of Debtor pursuant to the Asset Purchase Agreement and the Loan Documents (including, the Promissory Note)—(all such duties and obligations being hereinafter collectively referred to as the "Obligations"), Debtor hereby grants to Secured Party a first lien/perfected, priority purchase money security interest in all of Debtor's right, title and interest in and to all the Assets and personal property, *except* the licenses, permits and authorizations issued by the Federal Communications Commission ("FCC") with respect to the Stations ("FCC Licenses"), both tangible and intangible and of every kind and description, whether now or hereafter existing, or now owned or hereafter acquired, and wherever located, that is used, now or in the future, in the operation of the Stations, and all proceeds, products, replacements, additions, accessions and/or substitutes therefore, including, without limitation, all goods, machinery, equipment, furniture, furnishings, fixtures, inventory, accounts, chattel paper, instruments and general intangibles, as such terms, may be defined in the Uniform Commercial Code in the jurisdiction in which such assets are located, that are used, now or in the future, in the operation of the Stations, and the proceeds and products of any and all of the foregoing assets and properties described in this Article 1, including proceeds of insurance policies relating to any and all of the foregoing assets and properties; **provided, however, that such security interest does not include any permits or licenses granted by the FCC or any other licenses.** All of the foregoing shall be hereinafter referred to as the "Collateral."

ARTICLE 2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF
DEBTOR

Debtor represents, warrants and covenants with Secured Party that:

(a) the Collateral (and all records pertaining thereto) will at all times be kept at the location of the Stations and Debtor will not change the location at which any of the Collateral is usually kept or the location of its chief executive office or principal place of business without giving thirty (30) days' prior written notice to Secured Party;

(b) Debtor owns and has possession of the Collateral except that portion to be hereafter acquired;

(c) all the Collateral is genuine and enforceable and free from liens, adverse claims, charges, encumbrances, taxes or assessments, other than the liens created hereby, or by liens, adverse claims, charges or encumbrances previously created by the Secured Party but not disclosed by the Secured Party and Debtor shall defend the same against all claims and demands of all persons at any time claiming against the same or any interest therein adverse to Secured Party except for liens, adverse claims, charges or encumbrances previously created by the Secured Party but not disclosed by the Secured Party ;

(d) all items of the Collateral comply with applicable laws, including, where applicable, Federal Reserve Regulations and any state consumer credit usury laws;

(e) no financing statement created by Debtor covering any of the Collateral, and naming any secured party other than the Secured Party, is on file in any public office;

(f) Debtor will, at its sole cost and expense, maintain, replace, repair, service and take other action as may be necessary from time to time to keep and preserve its machinery and equipment in general repair and good working order and any inventory, machinery or equipment which wears out or is destroyed will be replaced or restored if necessary for the operation of the business of Debtor in the ordinary course. Debtor will within 10 days notify Secured Party of any event compromising loss or decrease in the value of the Collateral in excess of \$10,000;

(g) Debtor will comply with all laws, rules and regulations relating to, and

shall pay prior to delinquency, all license fees, registration fees, taxes and assessments and all other charges, which may be levied upon or assessed against, or which may become security interests, liens or other encumbrances upon the ownership, operation, possession or maintenance of the Collateral; provided that Debtor shall not be required to comply with any such law, rule or regulation or to pay any such tax or assessment or other such charge, the validity of which is being contested by Debtor in good faith by appropriate proceedings commenced and prosecuted with the due diligence and with respect to which adequate reserves have been established and are being funded and maintained in accordance with general accepted accounting principles;

(h) Debtor hereby authorizes Secured Party to execute in Debtor's behalf--and at Debtor's expense file and refile--such financing statements, continuation statements and other documents in such offices in Illinois and Indiana as Secured Party may deem necessary or appropriate in order to protect or preserve Secured Party's security interest in the Collateral;

(i) Debtor will not sell, offer to sell, hypothecate or otherwise dispose of any material part of the Collateral (including proceeds), or any part thereof or interest therein at any time other than in the ordinary course of business and in exchange for Collateral of like value in which Secured Party shall have a security interest;

(j) Debtor will at all times keep accurate records with respect to the Collateral which are as complete and comprehensive as those which are customarily maintained by those engaged in similar businesses, and Secured Party will have the right to inspect such records at such times and from time to time as Secured Party may reasonably request;

(k) Debtor will provide any service and do any other acts or things necessary to keep the Collateral free and clear of all defenses, rights of offset and counterclaims. This provision does not apply to any services, acts or things related to any liens, adverse claims, charges or encumbrances created by the Secured Party. Secured Party may, at any time prior to termination hereof, require Debtor from time to time to deliver to Secured Party (i) schedules describing all the Collateral subject hereto, and (ii) instruments and chattel paper included in the Collateral, appropriately assigned and endorsed to Secured Party;

(l) Debtor will maintain such insurance on the Collateral as may be reasonably required by Secured Party. Secured Party's initial requirements in this connection are as set forth in attached Schedule 2(l), hereby made a part hereof. In the event of a failure to provide and maintain insurance as herein provided, Secured Party may, at its option, provide such insurance and Debtor hereby promises to pay Secured Party on demand the amount of any disbursements reasonably made by Secured Party for such purpose. Risk of loss or damage shall accrue to Debtor to the extent of any deficiency in any effective insurance. Debtor shall furnish to Secured Party—on or before each annual anniversary of the date of this Agreement while the Promissory Note remains unpaid—with ACCORD certificates or other evidence satisfactory to Secured Party of compliance with the foregoing insurance provisions. Debtor shall give immediate written notice to Secured Party to the insurers of any loss or damage to the Collateral or any part thereof in excess of \$5,000 and shall promptly file all necessary or appropriate proofs of loss with the insurers. Any amounts collected/received under any such insurance policies may be applied by Debtor either (i) to the replacement or restoration of the Collateral or (ii) to any of the Obligations secured hereby in the manner provided in Article 8 hereof; and

(m) Debtor shall not change its name, identity or limited liability structure, voluntarily or involuntarily, without giving 30 days' prior written notice to Secured Party.

ARTICLE 3. AUTHORITY TO COLLECT

Except as otherwise herein afterward set forth, unless and until Debtor fails to make any payment pursuant to the Promissory Note on or before the date that is ten (10) days following the due date for any such payment, Debtor shall continue to collect, and upon the occurrence of such an event, Debtor may, at the direction of Secured Party, continue to collect, at its own expense, all amounts due and to become due under any accounts, chattel paper, instruments or general intangibles and in connection therewith may take such action as it may deem necessary, advisable, convenient or proper for the enforcement, collection, adjustment, settlement or compromise thereof. Notwithstanding the provisions of ARTICLE 4 below, Secured Party only has the right to take over such

collection upon the above-described occurrence.

ARTICLE 4. REMEDIES

Upon the occurrence of any default hereunder or under any of the Loan Documents (each such occurrence being an “Event of Default), Secured Party shall—subject to the restriction of ARTICLE 3 above--have all the rights and remedies of a secured party under the Uniform Commercial Code and all other rights, privileges, powers and remedies provided by law or equity but the right of Secured Party to accelerate is optional and exercisable only as set forth in the Promissory Note.

Without limiting the generality of the foregoing, after the occurrence of an Event of Default:

(a) Subject to the limitation set forth in ARTICLE 3 above, Secured Party shall have the power to notify the account debtor or debtors obligated under any accounts, chattel paper, instruments and general intangibles of the assignment of such accounts, chattel paper, and general intangibles to Secured Party and of its security interest therein and to direct such account debtor or debtors to make payment of all amounts due or to become due to Debtor thereunder directly to Secured Party and, upon such notification to the account debtor or debtors, to enforce collection of any thereof in the same manner and to the same extent as Debtor might have done. The funds so collected shall be held as security for the payment of the Obligations secured hereby and applied in the manner provided in Article 8 hereof. Debtor hereby constitutes and appoints Secured Party as its true and lawful attorney, in the place and stead of Debtor and with full power of substitution, either in Secured Party's own name or in the name of Debtor, to ask for, demand, collect, receive and give acquittance for any and all monies due or to become due under and by virtue of any account, chattel paper, instruments and general intangibles, to endorse checks, drafts, orders and other instruments for the repayment of monies payable to Debtor on account thereof, and to settle, compromise, prosecute or defend any action, claim or proceeding with respect thereto and to sell, assign, pledge, transfer and make any agreement respecting, or otherwise deal with, the same; provided, however, that nothing herein contained shall be constructed as requiring or obligating Secured Party to make any demand, or to make any inquiry as to the nature

or sufficiency of any payment by it, or to present or file any claim or notice or to take any action with respect to any account, chattel paper, instruments or general intangible or the monies due or to become due thereunder of the property covered thereby, and no action taken or omitted to be taken by Secured Party with respect to any account, chattel paper, instruments or general intangible shall give rise to any defense, counterclaim or set off in favor of Debtor or to any claim or action against Secured Party;

(b) Debtor will deliver to Secured Party from time to time, as requested by Secured Party, current lists of the Collateral;

(c) Debtor will not dispose of Collateral with a value in excess of \$5,000.00, except on terms approved in writing by Secured Party;

(d) Debtor will collect, assemble and deliver all of the Collateral and books and records pertaining thereto, to Secured Party at a reasonably convenient place designated by Secured Party; and) Secured Party may, to the extent permitted by law, enter onto Debtor's premises and take possession of the Collateral, and assign, sell, lease or otherwise dispose of Debtor's interest in the Collateral for the account of Debtor and Debtor shall then be liable for the difference between the total amount of the outstanding Obligations and amounts received pursuant to such assignment or contract of sale or lease or other disposition of Debtor's interest in the Collateral and the amount of such difference shall then be immediately due and payable. Secured Party may, in its sole discretion, designate a custodian or agent to take physical possession of the Collateral. Secured Party shall give Debtor reasonable notice of time and place of any public sale of the Collateral or the time after which any private sale or other intended disposition thereof is to be made and, to the extent feasible, the principal terms and conditions proposed by Secured Party with respect to such public or private sale. Debtor here waives any objection and consents to Secured Party bidding at or purchasing any Collateral sold at public sale or at private sale so long as the purchase price at a private sale to Secured Party is sufficient to satisfy all of the Obligations due at that time. The requirement of reasonable notice shall be met if notice of the sale or other intended disposition is mailed, by first class mail, postage prepaid, to Debtor at its address specified in Article 15 hereof or such other address as Debtor may by notice have furnished Secured Party in writing for such purpose, at least thirty (30) days prior to the time of such sale or other intended

disposition.

All notices of public or private sale shall specify that the assignment of any FCC permit of license for any of the Stations must first be approved by the FCC and such notice shall be given to all persons attending a public sale. Debtor agrees that it will join and cooperate fully with Secured Party or with the successful bidder or bidders at any public or private sale in the filing of an application, and furnishing any additional information that may be required in connection with such application, requesting the FCC's prior approval of the assignment of such license or permit for any of the Stations to Secured Party or the successful bidder or bidders. Debtor will take such further actions, or cause further actions to be taken, that may be necessary or desirable in connection with such approval. The parties agree that the Collateral and the permit or license shall not be assigned and transferred to separate parties.

Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Debtor, and Debtor hereby waives (to the extent permitted by law) all rights of stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

ARTICLE 5. POWERS OF SECURED PARTY

Upon the occurrence of an Event of Default, Debtor appoints Secured Party as its true attorney in fact to perform any of the following powers, which are coupled with an interest, and are irrevocable until termination of this Security Agreement and may be exercised by Secured Party's officers and employees, or any of them, upon the occurrence of an Event of Default, however, the secured party shall not act as attorney-in-fact for the debtor for any filings affecting future control of the station:

- (a) to perform any obligation of Debtor hereunder in Debtor's name or otherwise;
- (b) to give notice of Secured Party's rights in the Collateral, to enforce the same, and make extension agreements with respect thereto;
- (c) to release persons liable on the Collateral and to compromise disputes in connection therewith;
- (d) to release security;
- (e) to resort to security in order;

(f) to prepare, execute, file, record or deliver notes, assignments, schedules, designation statements, financing statements, continuation statements, termination statements, statements of assignment and applications or registrations or like papers to perfect, preserve or release Secured Party's interest in the Collateral;

(g) to verify facts concerning the Collateral by inquiry of obligors thereon, or otherwise;

(h) to endorse, collect, deliver and receive payment under insurance claims;

(i) to prepare, adjust, execute deliver and receive payment under insurance claims;

(j) to exercise all rights, powers and remedies which Debtor would have, but for this Security Agreement, under all of the Collateral subject to this Security Agreement; and

(k) to do all acts and things and execute all documents in the name of Debtor or otherwise deemed by Secured Party as necessary, proper and convenient with the preservation, perfection or enforcement of its rights hereunder.

The Secured Party shall not act as attorney-in-fact for the Debtor for any filings affecting future control of the Station(s).

ARTICLE 6. REMITTANCES

Debtor agrees that upon the occurrence and during the continuance of an event which constitutes an Event of Default, all cash or proceeds received by Debtor as a result of the sale, lease or other disposition of any Collateral, whether received by Debtor in the exercise of its collection rights hereunder or otherwise, shall be, at Secured Party's discretion, remitted to Secured Party or deposited to an account for the benefit of Secured Party (according to its instructions) in the form received to the order of Secured Party or for collection (in accordance with Secured Party's instructions) not later than the banking business day following the day of receipt, to be held as security for the payment of the Obligations secured hereby and applied by Secured Party as provided in Article 7 hereof. Debtor agrees not to commingle any such collections or proceeds with any of its other funds or property and agrees to hold the same upon an express trust for Secured Party until remitted to Secured Party.

ARTICLE 7. APPLICATION OF PROCEEDS

Except as expressly provided elsewhere in this Security Agreement, all proceeds of the sale of the Collateral by Secured Party hereunder, and all other monies received by Secured Party pursuant to the terms of this Security Agreement (whether through the exercise by Secured Party of its rights of collection or otherwise), including, but not limited to, any awards or other amounts payable upon any condemnation or taking by eminent domain, shall be applied, as promptly as is practicable after the receipt thereof by Secured Party as follows:

FIRST: to the payment of all reasonable fees and expenses incurred by Secured Party or any custodian appointed hereunder, if not previously paid by Debtor, and all reasonable expenses incurred by Secured Party in connection with any sale of the Collateral, including, but not limited to, the reasonable expenses of taking, advertising, processing, preparing and storing the Collateral to be sold, all court costs and reasonable fees and expenses to be paid by Debtor pursuant to Article 16 of this Security Agreement, and to the payment of all amounts for which Secured Party is entitled to indemnification hereunder and all advances made by Secured Party hereunder to the account of Debtor and the payment of all costs and expenses paid or incurred by Secured Party in connection with the exercise of any right or remedy hereunder, to the extent that such advances, costs and expenses shall not theretofore have been reimbursed to Secured Party by Debtor;

SECOND: to the payment to Secured Party of the entire amount of the outstanding Obligations; and

THIRD: only if all of the foregoing have been paid in full, to Debtor.

Notwithstanding the sale or other disposition of any Collateral by Secured Party hereunder, Debtor shall remain liable for any deficiency.

ARTICLE 8. RIGHTS CUMULATIVE

The rights, privileges, powers and remedies of Secured Party shall be cumulative and no single or partial exercise of any of them shall preclude the further or other exercise of the same or any other of them. No delay or failure of Secured Party in exercising any right, power, privilege or remedy hereunder shall affect such right, power, privilege or remedy. Nor shall any single or partial exercise of any right, power, privilege or remedy or any abandonment or discontinuance of steps to enforce such right, power, privilege or remedy affect such right, power, privilege or remedy. Any waiver, permit, consent or approval of any kind by Secured Party of any default hereunder, or any such waiver of any provisions or conditions hereof, must be in writing and signed by Secured Party, and shall be effective only to the extent set forth in writing and shall not constitute a waiver of any subsequent or other default. Failure of Secured Party to insist upon strict performance or compliance by Debtor of any covenants, warranties or agreements in this Security Agreement shall not constitute a waiver of any subsequent or other failure to perform or comply with any covenants, warranties or agreement.

ARTICLE 9. CONTINUING AGREEMENT

This is a continuing agreement and shall remain in full force and effect and be binding upon Debtor and the successors and assigns of Debtor until all of the Obligations shall have been fully satisfied and discharged.

ARTICLE 10. REINSTATEMENT OF AGREEMENT

If Secured Party shall have proceeded to enforce its rights at common law or under this Security Agreement and such proceedings shall have been discontinued or abandoned for any reason prior to the issuance of any judgment or award, then Debtor and Secured Party shall be restored respectively to their positions and rights hereunder, and all rights, remedies and powers of Debtor and Secured Party shall continue as though no such proceeding had been initiated. In the event of litigation arising under this Security Agreement, the prevailing party shall be entitled to, in addition to all other

damages and remedies, recover its reasonable attorney's fees from the non-prevailing party.

ARTICLE 11. ASSIGNMENT

Secured Party may assign and transfer any of the Obligations of Debtor and may deliver the Collateral, or any part thereof, to the assignee or transferee of its rights and interests under the Promissory Note who shall become vested with all the rights, remedies, powers, security interests and liens herein granted to Secured Party in respect thereto; and Secured Party shall thereafter be relieved and fully discharged from any liability or obligation under this Security Agreement. Secured Party shall provide Debtor with written notice at least thirty (30) days prior to any such assignment or transfer. Debtor shall not have the right to assign this Security Agreement without the prior written consent of Secured Party which consent shall not be unreasonably withheld.

ARTICLE 12. DUTIES WITH RESPECT TO COLLATERAL

With respect to the Collateral, Secured Party shall be under no duty to send notices, perform services, pay for insurance, taxes or other charges or take any action of any kind in connection with the management thereof and its only duty with respect thereto shall be to use reasonable care in its custody and preservation while in its possession and to dispose of the Collateral in a commercially reasonable manner, which shall not include any steps necessary to preserve the rights against prior parties.

ARTICLE 13. PERFORMANCE OF OBLIGATIONS BY SECURED PARTY

If Debtor shall fail to do any act or thing which it has covenanted to do hereunder, or if any representation or warranty of Debtor shall be breached, Secured Party may (but shall not be obligated to) perform such act or thing on behalf of Debtor or cause it to be done or remedy any such breach, and there shall be added to the liabilities of Debtor hereunder the cost or expense incurred by Secured Party in so doing, and any and all amounts expended by Secured Party in taking any such action shall be repayable to it upon demand being made to Debtor therefore.

ARTICLE 14. MISCELLANEOUS

After due consideration and consultation with its attorneys, Debtor voluntarily and knowingly, to the extent permitted by law, agrees as follows: (a) Debtor waives presentment, protest, notice of protest, notice of dishonor and notice of nonpayment with respect to the Promissory Note and/or the Collateral to which Secured Party is entitled hereunder; (b) Debtor waives any right to direct the application of payments or security for the Obligations of Debtor hereunder, or the indebtedness of customers of Debtor, and any right to require proceedings against others or to require exhaustion of security; (c) Debtor consents to the extension or forbearance of the terms of the Obligations or indebtedness of customers, the release or substitution of security, and the release of guarantors, if any.

ARTICLE 15. NOTICES

All notices or demands of any kind which may be required or which Secured Party desires to serve upon Debtor under the terms of this Security Agreement shall be served upon Debtor by personal service or by mailing a copy thereof by first class mail, postage prepaid, addressed to Debtor, at the address for Debtor set forth in the Asset Purchase Agreement.

ARTICLE 16. EXPENSES

Debtor agrees to pay on demand all reasonable fees, costs and expenses of Secured Party, or of any custodian or agent designated by Secured Party, including the reasonable fees and out-of-pocket expenses of legal counsel, independent public accountants and other necessary outside experts retained by Secured Party in connection with the enforcement of this Security Agreement or any other instrument or document delivered pursuant hereto (including the Promissory Note).

ARTICLE 17. LAW APPLICABLE

This Security Agreement shall be governed by and construed in accordance with the laws of the State of Indiana other than the conflicts of law provisions thereof. Venue for any action to enforce this Security Agreement and/or the Promissory Note shall be

only in Parke County, Indiana and Debtor consents to such jurisdiction and venue.

ARTICLE 18. SEVERABILITY OF PROVISIONS

If any provisions of this Security Agreement shall be held to be prohibited or invalid, such provision shall be invalidated, without invalidating the remainder of such provisions or any remaining provisions of this Security Agreement.

ARTICLE 19. FCC APPROVAL.

Notwithstanding anything to the contrary contained herein, the Secured Party will not take any action pursuant to this Security Agreement which would constitute or result in any assignment of an FCC License or any change of control of the ownership or management of the Stations if such assignment of FCC License or change of control would require under the Communications Act of 1934, as amended, or the then-existing rules and regulations of the FCC, the prior approval of the FCC, without first obtaining such approval of the FCC.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed as of the day and year first written above.

Secured Party

DLC MEDIA, INC

By: _____

David Crooks, President

Debtor

JKO Media Group, LLC

By: _____

Joseph O'Rourke, Managing Member

Joseph O'Rourke, Individually

By: _____

Joseph O'Rourke, Individual

Kelsey O'Rourke, Member

By: _____

Kelsey O'Rourke, Member

Kelsey O'Rourke, Individually

By: _____

Kelsey O'Rourke, Individual

FCC Geographic Market Definition for Terre Haute, IN

Call Letters	AM/FM	Freq	Type Station	Format	Home Market	Market Designtn Date	Home Mkt Rank	Owner	City & State of License	County of License
WAMB	AM	1130	C	Soft AC	Terre Haute, IN	07/02/2003	210	DLC Media Inc	Brazil, IN	Clay
WAXI	FM	104.9	C	Oldies	Terre Haute, IN	05/11/2018	210	DLC Media Inc	Rockville, IN	Parke
WBOW	FM	102.7	C	Clsc Hits	Terre Haute, IN	07/02/2003	210	Midwest Communications Incorporated	Terre Haute, IN	Vigo
WCBH	FM	104.3	C	CHR	Terre Haute, IN	07/02/2003	210	Cromwell Group Inc, The	Casey, IL	Clark
WCRT	FM	88.5	NC	ChrsContem	Terre Haute, IN	07/02/2003	210	University of Northwestern-St Paul	Terre Haute, IN	Vigo
WEHP	FM	93.7	NC	Christian	Terre Haute, IN	07/02/2003	210	American Hope Communications Inc	Clinton, IN	Vermillion
WFNB	FM	92.7	C	Alternative	Terre Haute, IN	07/02/2003	210	DLC Media Inc	Brazil, IN	Clay
WHLR	FM	95.9	NC	ChrsContem	Terre Haute, IN	07/02/2003	210	Educational Media Foundation	Seelyville, IN	Vigo
WHOJ	FM	91.9	NC	Religion	Terre Haute, IN	07/02/2003	210	Covenant Network	Terre Haute, IN	Vigo
WIBQ	AM	1230	C	News/Talk	Terre Haute, IN	07/02/2003	210	Midwest Communications Incorporated	Terre Haute, IN	Vigo
WISU	FM	89.7	NC	News/Talk	Terre Haute, IN	07/02/2003	210	Indiana State University	Terre Haute, IN	Vigo
WKZI	AM	800	C	Christian	Terre Haute, IN	07/02/2003	210	American Hope Communications Inc	Casey, IL	Clark
WLHW	FM	91.5	NC	Christian	Terre Haute, IN	07/04/2006	210	American Hope Communications Inc	Casey, IL	Clark
WMCV	FM	96.3	NC	Chrst/Talk	Terre Haute, IN	09/02/2015	210	Bott Radio Network	Farmersburg, IN	Sullivan
WMGI	FM	100.7	C	CHR	Terre Haute, IN	07/02/2003	210	Midwest Communications Incorporated	Terre Haute, IN	Vigo
WMMC	FM	105.9	C	Oldies	Terre Haute, IN	07/02/2003	210	JKO Media Group LLC	Marshall, IL	Clark
WNDI	AM	1550	C	Country	Terre Haute, IN	07/02/2003	210	JTM Broadcasting Corp	Sullivan, IN	Sullivan
WNDI	FM	95.3	C	Country	Terre Haute, IN	07/02/2003	210	JTM Broadcasting Corp	Sullivan, IN	Sullivan
WPFR	AM	1480	NC	DARK	Terre Haute, IN	07/02/2003	210	American Hope Communications Inc	Terre Haute, IN	Vigo
WTHI	FM	99.9	C	Country	Terre Haute, IN	07/02/2003	210	Midwest Communications Incorporated	Terre Haute, IN	Vigo
WVIG	FM	105.5	C	ClscCountry	Terre Haute, IN	07/02/2003	210	DLC Media Inc	West Terre Haute, IN	Vigo
WVWG	FM	88.9	NC	Religion	Terre Haute, IN	01/06/2012	210	Bethel Baptist Church	Seelyville, IN	Vigo
WWVR	FM	98.5	C	Clsc Rock	Terre Haute, IN	07/02/2003	210	Midwest Communications Incorporated	Paris, IL	Edgar
WYLJ	FM	107.5	NC	Christian	Terre Haute, IN	06/22/2017	210	Terre Haute 7th Day Adventist Church	Terre Haute, IN	Vigo
WZIS	FM	90.7	NC	Variety	Terre Haute, IN	07/02/2003	210	Indiana State University	Terre Haute, IN	Vigo

Number of Stations in Geographic Market 25

Previous Stations in Geographic Market

"C" - Commercial Station; "NC" - Non Commercial Station

"p" indicates pending sale to owner listed

WVIG, FIN: 68824, West Terre Haute, IN
WFNB, FIN: 19670, Brazil, IN
W295CQ, FIN: 200297, Brazil, IN
W258BA, FIN: 152754, Terre Haute, IN
WAMB, FIN: 19669, Brazil, IN

Assignee:
JKO Media Group LLC
FRN: 0029525656

Assignee's Exhibit

Agreements for Sale of Station

See Assignor's Legal Certifications Exhibit for the Asset Purchase Agreement (APA) and related schedules.

Other Authorizations

WMMC, FIN: 28282, Marshall, IL

Multiple Ownership Compliance

Section 73.3555 of the Commission's Rules states in part:

- (a) (iii) In a radio market with between 15 and 29 (inclusive) full-power, commercial and noncommercial radio stations, not more than 6 commercial radio stations in total and not more than 4 commercial stations in the same service (AM or FM).

The proposed transaction seeks consent to the proposed common ownership of the following stations:

WVIG-FM, West Terre Haute, Indiana (FCC ID 68824),
WAMB-AM, Brazil, Indiana (FCC ID 19669),
WFNB-FM, Brazil, Indiana (FCC ID 19670) and
WMMC(FM), Marshall, IL (FCC ID 28282) (together, the "Stations").

As is demonstrated in the attached BIA Market Study, the four Stations at issue are all located in the Terre Haute, IN market (the "Market") which consists of twenty-five (25) stations. Thus, common ownership of four (4) Stations -- three (3) full power FM stations and one (1) full power AM station -- is consistent with the Commission's Rules.

Other Authorizations

In addition to the facilities which are the subject of this application, DLC Media, Inc. is also the licensee of WAKO(AM) and WAKO-FM, Lawrenceville, IL, WAXI-FM, Rockville, IN., and translator W257DW, paired with WAKO(AM), Lawrenceville, IL.

FCC Registration

[FCC](#) > [FCC Registration](#) > [Manage Existing FRNs](#) > [FRN Financial](#) > [View/Pay](#) > Select Payment Method

Logged In As: fcclaw@rjhayes.com | [Logout](#)

Payment Summary

Remittance ID: 4519850

Bill Number	Applicant FRN	Applicant Name	Call Sign	PTC	Amount	FCC Code 1	FCC Code 2
N/A	0017575648	DLC Media, Inc.	W258BA	MDF	\$325.00	68824	LMS0000243335
N/A	0017575648	DLC Media, Inc.	W295CQ	MDF	\$325.00	68824	LMS0000243335
N/A	0017575648	DLC Media, Inc.	WAMB	MPR	\$1,120.00	68824	LMS0000243335
N/A	0017575648	DLC Media, Inc.	WFNB	MPR	\$1,120.00	68824	LMS0000243335
N/A	0017575648	DLC Media, Inc.	WVIG	MPR	\$1,120.00	68824	LMS0000243335

Total Amount Due : **\$4,010.00**

Payment Method Selection

Select a Payer FRN: *



Pay with ACH from Bank Account
 via US Treasury's Pay.Gov System

To pay via electronic debit from a checking or savings account, you must provide the Routing Number and Account Number.

CONTINUE



Pay by Credit or Debit Card
 via US Treasury's Pay.Gov System

Pay.gov accepts both credit and debit cards.* We accept Visa, MasterCard, American Express, and Discover credit cards. Debit cards processed through Visa or MasterCard are also accepted; these have the Visa or MasterCard logo on the card. ATM-only cards and debit cards from other processors are not accepted.

CONTINUE

Can't Pay Online?



Pay By Wire Transfer

- A wire transfer is a transaction that you initiate through your bank. It authorizes your bank to wire funds from your account to the U.S. Treasury, New York, NY (TREAS NYC).
- Click Continue to indicate that you will pay by Wire Transfer and view instructions specific to this payment.

CONTINUE

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For assistance, please submit a help request at <https://www.fcc.gov/wireless/available-support-services> or call 877-480-3201 (Mon.-Fri. 8 a.m.-6 p.m. ET).

Current Version: 3.2.1

Cancel

Remittance Advice



Please review the payment information. Required fields are marked with an *

Agency Tracking ID

PGC4519850

Payment Amount

\$4,010.00

Payment Method

Plastic Card

Cardholder Name

David Crooks

Card Type

AMERICAN_EXPRESS

Card Number

*****007

Cardholder Billing Address

111 West National Avenue

Billing Address 2

City

Brazil

Country

United States

State/Province

IN

ZIP/Postal Code

47834

* I authorize a charge to my card account for the above amount in accordance with my card issuer agreement.

Continue

Previous

[Cancel](#)

WARNING WARNING WARNING

You have accessed a United States Government computer. Unauthorized use of this computer is a violation of federal law and may subject you to civil and criminal penalties. This computer and the automated systems which run on it are monitored. Individuals are not guaranteed privacy while using government computers and should, therefore, not expect it. Communications made using this system may be disclosed as allowed by federal law.

Note: This system may contain Sensitive But Unclassified (SBU) data that requires specific data privacy handling.

FCC Registration

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Online Payment Transaction Initiated

Print

Online Payment Transaction Initiated

Thank you for submitting your payment, it is currently being processed. It may take 3-5 days for the money to be withdrawn from your account and for the Commission to receive it.

Please be sure to check your account statements to confirm whether or not the funds have been transferred to the Commission.

Total Amount	\$4,010.00
Payer FRN	0017575648
Payer Name	DLC Media, Inc.
Remittance ID	4519850
Treasury Tracking ID	27DG9G19

Thank you for your payment!

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Current Version: 3.2.1

READ INSTRUCTIONS CAREFULLY
BEFORE PROCEEDING

FEDERAL COMMUNICATIONS COMMISSION
REMITTANCE ADVICE

Estimate time per
response-10 minutes-4 hours

Page No 1 of 2

(1) LOCKBOX #		SPECIAL USE ONLY	
		FCC USE ONLY	
SECTION A – PAYER INFORMATION			
(2) PAYER NAME DLC Media, Inc.		(3) TOTAL AMOUNT PAID (U.S. Dollars and cents) 4,010.00	
(4) STREET ADDRESS LINE NO.1 800 W. National Highway			
(5) STREET ADDRESS LINE NO. 2			
(6) CITY Washington		(7) STATE IN	(8) ZIP CODE 47501
(9) DAYTIME TELEPHONE NUMBER (include area code) 8122546761		(10) COUNTRY CODE (if not in U.S.A.) US	
FCC REGISTRATION NUMBER (FRN) REQUIRED			
(11) PAYER (FRN) 0017575648		(12) FCC USE ONLY	
IF MORE THAN ONE APPLICANT, USE CONTINUATION SHEETS (FORM 159-C) COMPLETE SECTION BELOW FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET			
(13) APPLICANT NAME DLC Media, Inc.			
(14) STREET ADDRESS LINE NO.1 800 W. National Highway			
(15) STREET ADDRESS LINE NO. 2			
(16) CITY Washington		(17) STATE IN	(18) ZIP CODE 47501
(19) DAYTIME TELEPHONE NUMBER (include area code) 8122546761		(20) COUNTRY CODE (if not in U.S.A.) US	
FCC REGISTRATION NUMBER (FRN) REQUIRED			
(21) APPLICANT (FRN) 0017575648		(22) FCC USE ONLY	
COMPLETE SECTION C FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET			
(23A) CALL SIGN/OTHER ID W258BA	(24A) PAYMENT TYPE CODE MDF	(25A) QUANTITY 1	
(26A) FEE DUE FOR (PTC) 325.0	(27A) TOTAL FEE 325.00	FCC USE ONLY	
(28A) FCC CODE 1 68824	(29A) FCC CODE 2 LMS0000243335		
(23B) CALL SIGN/OTHER ID W295CQ	(24B) PAYMENT TYPE CODE MDF	(25B) QUANTITY 1	
(26B) FEE DUE FOR (PTC) 325.0	(27B) TOTAL FEE 325.00	FCC USE ONLY	
(28B) FCC CODE 1 68824	(29B) FCC CODE 2 LMS0000243335		
SECTION D – CERTIFICATION			
CERTIFICATION STATEMENT			
I, _____, certify under penalty of perjury that the foregoing and supporting information is true and correct to the best of my knowledge, information and belief.			
SIGNATURE _____		DATE _____	

FEDERAL COMMUNICATIONS COMMISSION REMITTANCE ADVICE (CONTINUATION SHEET) Page No. 2 of 2		SPECIAL USE
		FCC USE ONLY
USE THIS SECTION ONLY FOR EACH ADDITIONAL APPLICANT SECTION BB – ADDITIONAL APPLICANT INFORMATION		
(13) APPLICANT NAME DLC Media, Inc.		
(14) STREET ADDRESS LINE NO.1 800 W. National Highway		
(15) STREET ADDRESS LINE NO. 2		
(16) CITY Washington	(17) STATE IN	(18) ZIP CODE 47501
(19) DAYTIME TELEPHONE NUMBER (include area code) 8122546761	(20) COUNTRY CODE (if not in U.S.A.) US	
FCC REGISTRATION NUMBER (FRN) REQUIRED		
(21) APPLICANT (FRN) 0017575648	(22) FCC USE ONLY	
COMPLETE SECTION C FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET		
(23A) CALL SIGN/OTHER ID WAMB	(24A) PAYMENT TYPE CODE MPR	(25A) QUANTITY 1
(26A) FEE DUE FOR (PTC) 1120.0	(27A) TOTAL FEE 1,120.00	FCC USE ONLY
(28A) FCC CODE 1 68824	(29A) FCC CODE 2 LMS0000243335	
(23B) CALL SIGN/OTHER ID WFNB	(24B) PAYMENT TYPE CODE MPR	(25B) QUANTITY 1
(26B) FEE DUE FOR (PTC) 1120.0	(27B) TOTAL FEE 1,120.00	FCC USE ONLY
(28B) FCC CODE 1 68824	(29B) FCC CODE 2 LMS0000243335	
(23C) CALL SIGN/OTHER ID WVIG	(24C) PAYMENT TYPE CODE MPR	(25C) QUANTITY 1
(26C) FEE DUE FOR (PTC) 1120.0	(27C) TOTAL FEE 1,120.00	FCC USE ONLY
(28C) FCC CODE 1 68824	(29C) FCC CODE 2 LMS0000243335	
(23D) CALL SIGN/OTHER ID	(24D) PAYMENT TYPE CODE	(25D) QUANTITY
(26D) FEE DUE FOR (PTC)	(27D) TOTAL FEE	FCC USE ONLY
(28D) FCC CODE 1	(29D) FCC CODE 2	
(23E) CALL SIGN/OTHER ID	(24E) PAYMENT TYPE CODE	(25E) QUANTITY
(26E) FEE DUE FOR (PTC)	(27E) TOTAL FEE	FCC USE ONLY
(28E) FCC CODE 1	(29E) FCC CODE 2	
(23F) CALL SIGN/OTHER ID	(24F) PAYMENT TYPE CODE	(25F) QUANTITY
(26F) FEE DUE FOR (PTC)	(27F) TOTAL FEE	FCC USE ONLY
(28F) FCC CODE 1	(29F) FCC CODE 2	

ADVICE REFERENCE GUIDE HOW TO USE FCC FORM 159-REMITTANCE ADVICE

The FCC Form 159, "Remittance Advice," and FCC Form 159-C, (Continuation Sheet) is a multi-purpose form that must accompany any payment to the Federal Communications Commission (e.g., Regulatory Fees, Processing Fees, Auctions, Fines, Forfeitures, Freedom of Information Act (FOIA) Billings, or any other debt due to the FCC). The information on this form is collected to ensure credit for full payment, to ensure you receive any refunds due, to service public inquiries, and to comply with the Debt Collection Improvement Act of 1996.

Note: Fee Filing Guides can be obtained by calling Forms Distribution -- (202) 418-3676 or 1-800-418-3676, or by calling FCC's fax-on-demand -- (202) 418-0177 from the handset of a fax machine.

Instructions for Completing FCC Form 159 & 159-C

NOTE: All required blocks must be completed or it may result in a delay in processing or the return of your application.

(1) **Lockbox No. #** - Enter the appropriate six-digit P.O. Box Number as found in either the FCC Fee Filing Guide for the service requested, or as specified in the Public Notice.

SECTION A

(2) **Payer Name** - Enter the name of the person or company (i.e., maker of the check) making the payment. If using an individual name, enter the last name, first name, and middle initial. If a company, enter the name used commercially. If paying by credit card, enter the name exactly as it appears on your card.

(3) **Total Amount Paid** - Enter the total amount of your remittance.

(4) **Street Address Line 1** - The street address or post office box number to which correspondence should be sent.

(5) **Street Address Line 2** - This line may be used if further identification of the address is required.

(6) **City** - The name of the city associated with the street address given in (4).

(7) **State** - If the payer has a United States mailing address enter the appropriate two-digit state abbreviation as prescribed by the U.S. Post Office. If the payer has a mailing address outside the United States, leave this section blank.

(8) **ZIP Code** - Enter the appropriate five or nine-digit ZIP code prescribed by the U.S. Post Office. If address is foreign, enter the appropriate ZIP (postal) code.

(9) **Daytime Telephone Number** - Enter the payer's ten-digit daytime telephone number, including area code. For foreign telephone numbers include the appropriate country dialing access code, as if you were calling from the United States. This daytime number should be the number where you can be reached during normal business hours.

(10) **Country Code** - This section is for payers who have an address outside the United States of America. Enter the appropriate code here. To obtain country code information, contact the Mailing Requirements Dept. of the U.S. Postal Service.

(11) **Payer (FRN)** - Enter the payer's ten-digit FCC Registration Number (FRN) assigned by the Commission Registration System (CORES). The FRN is a unique entity identifier for everyone doing business with the Commission. The FRN can be obtained electronically through the FCC webpage (www.fcc.gov.com) or by requesting FCC Form 160 through the FCC forms webpage (www.fcc.gov/formpage.html).

(12) **FCC Use Only**

(You must complete Section A - Block 11: FCC Registration Number)

SECTION B

COMPLETE THIS SECTION IF THE PAYER AND APPLICANT ARE DIFFERENT

(13) **Applicant Name** - Enter the name (last, first, middle initial) as it appears on the original application or filing being submitted. **Applicant** includes Licensees, Regulatees or Debtors. If you are using this form to pay for multiple applicants with a single remittance, each applicant must be listed separately using the continuation sheet - Form 159-C. **(If the name is the same as the payer (block 2), it is not necessary to fill out this section. MOVE TO SECTION C.)**

(14) **Street Address Line 1** - The street address or post office box number to which correspondence should be sent.

(15) **Street Address Line 2** - This line may be used if further identification of the address is required.

(16) **City** - The name of the city associated with the street address given in (14).

(17) **State** - If the applicant has a United States mailing address enter the appropriate two-digit state abbreviation as prescribed by the U.S. Post Office. If the applicant has a mailing address outside the United States, leave this section blank.

(18) **ZIP Code** - Enter the appropriate five or nine-digit ZIP code prescribed by the U.S. Post Office. If address is foreign, enter the appropriate ZIP (postal) code.

(19) **Daytime Telephone Number** - Enter the applicant's ten-digit daytime telephone number, including area code. For foreign telephone numbers include the appropriate country dialing access code, as if you were calling from the United States. This daytime number should be the number where you can be reached during normal business hours.

(20) **Country Code** - This section is for applicants who have an address outside the United States of America. Enter the appropriate code here. To obtain country code information, contact the Mailing Requirements Dept. of the U.S. Postal Service.

(21) **Applicant (FRN)**. Enter the applicant's ten-digit number FRN assigned by the Commission Registration System (CORES). The FRN is a unique entity identifier for everyone doing business with the Commission. The FRN can be obtained electronically through the FCC webpage (www.fcc.gov.com) or by requesting FCC Form 160 through the FCC forms webpage (www.fcc.gov/formpage.html).

(22) **FCC Use Only**

(You must complete Section B - Block 21: FCC Registration Number)

SECTION C

(23) **Call Sign/Other ID** - Enter an applicable call sign or unique FCC identifier, if any, as prescribed by the appropriate FCC Fee Filing Guide or Public Notice.

(24) **Payment Type Code** - Enter the appropriate payment type code for the service you are requesting as found in the appropriate FCC Fee Filing Guide or Public Notice.

(Incorrect or omitted payment type codes may result in your application or filing being returned to you without further processing.) You are allowed to file multiple actions on one FCC Form 159. There are three ways "multiple actions" are defined. The following examples provide instructions on how multiple actions should be filed when using FCC Forms 159 & 159-C:

(i) If a single service allows for a quantity of more than one of the same action, as defined in the appropriate FCC Fee Filing Guide or Public Notice, complete Section C (e.g., if you are filing an ownership report in the mass media services you may pay for both your AM & FM stations using the same payment type code and a quantity of two as long as it can be filed in the same lockbox). Blocks **28 & 29** are only to be completed when required by the Bureau/Office or by Public Notice.

(ii) If you are filing concurrent actions (not the same actions) in the same lockbox, on the same application, refer to the appropriate FCC Fee Filing Guide or Public Notice for specific instructions as to the number of quantities allowed. Complete Section C (e.g., you may file a regulatory fee for a CARS license and Broadcast Auxiliary license or you may file a regulatory fee for a mass media service and a common carrier service on the same FCC Form 159 by using the designated payment type codes, and quantities as defined by the Public Notice). Complete a separate item for each action required. Blocks **28 & 29** are only to be completed when required by the Bureau/Office or by Public Notice.

(iii) If a single Remittance Advice is used to pay for more than one applicant, licensee, regulatee or debtor, for permitted action(s) in the same lockbox, then a Continuation Sheet (159-C) must be completed for each applicant, licensee, regulatee or debtor (e.g., if you are paying for different applicants submitting separate Domestic 214 Applications in the common carrier services, they can all be filed on one FCC Form 159 as long as they are filed in the same lockbox). A separate FCC Form 159 must be completed and submitted for each applicant. Blocks **28 & 29** are only to be completed when required by the Bureau/Office or by Public Notice.

Remember, if any of these additional applications fall into category (i) or (ii) above, you can follow those instructions. Make sure to check the appropriate FCC Fee Filing Guide or Public Notice for any special filing stipulations that may apply.

(25) **Quantity** - Enter the total number of actions required with this submission. Refer to the FCC Fee Filing Guide or Public Notice for information concerning multiple requests.

(26) **FEE Due for (PTC)** - Enter the fee due for the PTC listed in item 24.

(27) **Total Fee** - Enter the total fee due by multiplying Block 25 (Quantity) times Block 26 (Fee Due for PTC).

(28) **FCC Code 1** - This section is used for special filing codes as required by the Bureau/Office or Public Notice. Do not complete this block unless instructed to do so.

(29) **FCC Code 2** - This section is used for special filing codes as required by the Bureau/Office or Public Notice. Do not complete this block unless instructed to do so.

SECTION D

(30) **Certification Statement** - This section must be completed and signed. Failure to do so may delay the processing of your application/filing.

Form 159-C FCC Remittance Advice Continuation Sheet

Use this form for any additional services pertaining to this filing or if you are paying for multiple applicants with a single payment. (See Sections B and C of the instructions to assist you in completing this form). For each additional applicant listed in Section BB of the FCC Form 159-C, you must complete Section BB - Block 21: FCC Registration Number. Each additional applicant must use a separate Form 159-C.

NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT OF 1974 AND THE PAPERWORK REDUCTION ACT OF 1995

The solicitation of the personal information requested in this form is authorized by the Communications Act, Sections 8 & 9, and the Debt Collection Improvement Act of 1996. P.L. 104-134. This form will be used primarily to capture information to maintain required accounts receivable, and collect fines and debts due the Commission. As part of the Debt Collection Improvement Act, agencies are authorized to refer specific Taxpayers Identification information which includes Employers Identification Numbers and Social Security Numbers to the Department of Treasury for further investigation and possible enforcement of a statute, rule, regulation or order. If we believe there may be a violation or potential violation of a FCC statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government, is a party to a proceeding before the body or has an interest in the proceeding. If information requested on the form is not provided, processing of the application/filing may be delayed or returned without action pursuant to Commission rules.

If you owe a past due debt to the Federal Government, the Taxpayer Identification Number (such as your Social Security Number) and other information you provide may also be disclosed to the Department of the Treasury, Financial Management Service, other federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide this information to these agencies through the matching of computer records when authorized.

We have estimated that each response to this collection of information will take 10 minutes to 4 hours. Our estimate includes the time to read the instructions, look through existing records, gather and maintain required data, and actually review and complete the form. If you have any comments on this estimate, or on how we can improve the collection of this data to reduce the burden it causes you, please write the Federal Communication Commission, AMD-PPM, Washington, DC 20554, Paperwork Reduction Project (3060-0589). We will also accept your comments via the Internet if you send them to pra@fcc.gov. Please **DO NOT SEND COMPLETED APPLICATION FORMS TO THIS ADDRESS**.

Remember -- You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0589.

This notice is required by the Privacy Act of 1974, Public Law 93-579, December 31, 1974, 5 U.S.C. Section 552a(e) (3) and the Paperwork Reduction Act of 1995, Public Law 104-13, October 1, 1995, 44 U.S.C. 3507.