

[Applications \(/dataentry/secure/applications.html\)](#)

[Authorizations \(/dataentry/secure/authorizations.html\)](#)

[Facilities \(/dataentry/secure/facilities.html\)](#)

Approved by [OMB \(Office of Management and Budget\) 3060-0031](#)

[FAQ \(/dataentry/api/download/faq\)](#)

Assignments

Application Submitted

[Download Reference Copy \(.../api/download/draftcopy/AM/25076f9186127d31018618c27f9f1401\)](#)

Your application has been submitted for processing.

- Please pay any **fees** associated with this application.
- Use the assigned **File Number** when referencing this application in the future.
- The progress of this application can be tracked on the **Applications** page.

Application Summary

Lead File Number: **0000211413**
 Lead Call Sign: **KLYR**
 Facility ID: **22056**
 Application Purpose: Assignment of Authorization
 Status: Submitted
 Date Submitted: 02/24/2023

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	0000211413	KLYR	22056	MPR	\$1,005.00
				Total	\$1,005.00

[Pay Fees](#)

Assignor Information

Name: OZARK COMMUNICATIONS, INC.
 Title:
 Address: 1991 Ironwood Avenue
 RED OAK, IA 51566
 United States
 Phone: +1 (712) 623-2584
 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: Radio La Raza, LLC
 Title:
 Address: 19 Rocco Dr.
 Little Rock, AR 72209

Contact Representatives

Name: Dan J Alpert
 Title: Legal Counsel
 Address: 2120 21st Rd. N
 Arlington, VA 22201

United States

Phone: +1 (501) 352-1141
Email: radiolarazallc@gmail.com

United States

Phone: +1 (703) 243-8690
Email: dja@commlaw.tv

[View Submitted Applications](#)

Technical problems or trouble accessing the system? Submit Help Request (<https://esupport.fcc.gov/request.htm>) or Contact (877) 480-3201 TTY: (717) 338-2824

Federal Communications Commission
45 L Street NE
Washington, DC 20554

Phone: 1-888-225-5322
TTY: 1-888-835-5322
Fax: 1-866-418-0232
Contact Us (<http://www.fcc.gov/contact-us>)

Website Policies & Notices
(<https://www.fcc.gov/general/website-notices>)
Privacy Policy
(<https://www.fcc.gov/general/privacy-policy>)
FOIA (<https://www.fcc.gov/general/foia-0>)
No Fear Act Data
(<https://www.fcc.gov/general/no-fear-act-data>)
FCC Digital Strategy
(<https://www.fcc.gov/digitalstrategy>)
Open Government Directive
(<https://www.fcc.gov/general/open-government-fcc>)
Plain Writing Act
(<https://www.fcc.gov/general/plain-writing-fcc>)
RSS Feeds & Email Updates
(<https://www.fcc.gov/general/rss-feeds-and-email-updates-fcc>)
Accessibility
(<https://www.fcc.gov/accessibility/program>)

About the FCC
(<https://www.fcc.gov/about/overview>)
Proceedings & Actions
(<https://www.fcc.gov/proceedings-actions>)
Licensing & Databases
(<https://www.fcc.gov/licensing>)
Reports & Research
(<https://www.fcc.gov/reports-research>)
News & Events (<https://www.fcc.gov/news-events>)
For Consumers
(<https://www.fcc.gov/consumers>)

Consumer (<https://www.fcc.gov/consumer-and-governmental-affairs>)
Enforcement
(<https://www.fcc.gov/enforcement>)
Inspector General
(<https://www.fcc.gov/inspector-general>)
International
(<https://www.fcc.gov/international>)
Media (<https://www.fcc.gov/media>)
Public Safety (<https://www.fcc.gov/public-safety-and-homeland-security>)
Wireless (<https://www.fcc.gov/wireless-telecommunications>)
Wireline (<https://www.fcc.gov/wireline-competition>)
Offices (<https://www.fcc.gov/offices-bureaus>)

Cancel

Remittance Advice



Please review the payment information. Required fields are marked with an *

Agency Tracking ID

PGC4078525

Payment Amount

\$1,005.00

Payment Method

Plastic Card

Cardholder Name

Marilyn Dietz

Card Type

VISA

Card Number

*****6997

Cardholder Billing Address

1991 Ironwood Avenue

Billing Address 2

City

Red Oak

Country

United States

State/Province

IA

ZIP/Postal Code

51566

* 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](#)

[FCC](#) > [FCC Registration](#) > [Manage Existing FRNs](#) > [FRN Financial](#) > [View/Pay](#) > Payment Confirmation

Logged In As: [fcclaw@rjhayes.com](#) | [Logout](#)

Online Payment Confirmation

Print

Online Payment Confirmation

Total Amount	\$1,005.00
Payer FRN	0001723626
Payer Name	fcclaw@rjhayes.com
Remittance ID	4078525
Treasury Tracking ID	2743UD3E

Thank you for your payment!

[View Form159](#) [Go Back](#)

Customer Service

[Help](#)

[Frequently Asked Questions](#)

[Privacy Statement](#)

[FCC Home Page](#)

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).



(REFERENCE COPY - Not for submission)

Assignments

Lead File Number: **0000211413** | Submit Date: **02/24/2023** | Lead Call Sign: **KLYR** | FRN: **0001723626**

Service: **Full Power AM** | Purpose: **Assignment of Authorization** | Status: **Submitted** | Status Date: **02/24/2023**

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	KLYR	22056	MPR	\$1,005.00
			Total	\$1,005.00

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
KLYR	22056	0000211413	AM	CLARKSVILLE, AR

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
OZARK COMMUNICATIONS, INC. Doing Business As: OZARK COMMUNICATIONS, INC.	Corporation	Jerry Dietz 1991 Ironwood Avenue RED OAK, IA 51566 United States	+1 (712) 623-2584	fcclaw@rjhayes.com	0001723626

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
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	No
	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
Radio La Raza, LLC Doing Business As: Radio La Raza	Limited Liability Company	Jose Moron 19 Rocco Dr. Little Rock, AR 72209 United States	+1 (501) 352-1141	radiolarazallc@gmail.com	0032044497

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
Dan J Alpert <i>Legal Counsel</i> The Law Office of Dan J. Alpert	2120 21st Rd. N Arlington, VA 22201 United States	+1 (703) 243-8690	dja@commlaw.tv	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 (1)

Party Name	Citizenship	Address	Phone	Email	Positional Interest
Jose Carlos Moron <i>Managing Member</i> Radio La Raza, LLC	United States	19 Rocco Dr. Little Rock, AR 72209 United States	+1 (501) 352-1141	radiolarazallc@gmail.com	Positional Interest: LLC Member Citizenship: United States Percentage of Votes: 100.0% Percentage of Total Assets: 100.0%

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.	No
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

	<p>Assignee certifies that the proposed assignment:</p> <p>(1) does not present an issue under the Commission's policies relating to media interests of immediate family members;</p> <p>(2) complies with the Commission's policies relating to future ownership interests; and</p> <p>(3) complies with the Commission's restrictions relating to the insulation and nonparticipation of non-party investors and creditors.</p>	Yes
	<p>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</p> <p>(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</p> <p>(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</p> <p>(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)?</p>	No
	Does this assignment include a grandfathered cluster of stations?	No
	<p>Applicant certifies that it will come in compliance by divesting the necessary station(s) within 12 months of the consummation of this transaction to:</p> <p>A) An Eligible Entity (as defined in Item 6d, above).</p>	
	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

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.	
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>	
	I certify that this application includes all required and relevant attachments.	Yes
	I declare, under penalty of perjury, that I am an authorized representative of the above-named applicant for the Authorization(s) specified above.	<p>Jose Carlos Moron , Carlos . <i>Managing Member</i></p> <p>02/24/2023</p>

Assignor Certification

Section	Question	Response
---------	----------	----------

General Certification Statements	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.	
	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.	
Authorized Party to Sign	FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID 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. 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).	
	I certify that this application includes all required and relevant attachments.	Yes
	I declare, under penalty of perjury, that I am an authorized representative of the above-named applicant for the Authorization(s) specified above.	Jerry Dietz <i>President</i> 02/24/2023

Attachments

File Name	Uploaded By	Attachment Type	Description	Upload Status
APA.KLYR.FINAL.FCC Filing Copy.pdf	Applicant	Assignee Legal Certifications		Done with Virus Scan and /or Conversion
Assignee's Broadcast Interests.docx	Applicant	Assignee Legal Certifications	Assignee's Other Broadcast Interests	Done with Virus Scan and /or Conversion
Multiple Ownership.pdf	Applicant	Parties to the Application Certification		Done with Virus Scan and /or Conversion
Other Broadcast Interests.docx	Applicant	Assignor Legal Certifications	Other Broadcast Interests of Assignor	Done with Virus Scan and /or Conversion
REDACTIONS.pdf	Applicant	Assignor Legal Certifications		Done with Virus Scan and /or Conversion

REDACTIONS.pdf

Applicant

Assignee Legal
Certifications

Done with Virus Scan and
/or Conversion

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement, is dated as of February 21, 2023 (this “Agreement”), and is by and between **OZARK COMMUNICATIONS, INC.**, an Arkansas corporation (hereinafter referred to as “Seller”), and **RADIO LA RAZA, LLC**, an Arkansas Limited Liability Company (hereinafter referred to as “Buyer”).

Recitals

Seller is the licensee of AM broadcast station KLYR, Clarksville, Arkansas (FCC ID No. 22056) (the "Station"); and

Subject to the consent of the Federal Communications Commission ("FCC"), Buyer desires to acquire the Station, and certain of its assets as described in the Schedules hereto and Seller desires to sell such assets to Buyer.

Agreement

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

1 **Sale and Transfer of Assets.** Subject to and in reliance upon the Closing, Seller will sell, assign, transfer, and deliver to Buyer the Station Assets (collectively referred to as the “Assets”), all free and clear of liens, security interests, claims, charges, and encumbrances, as defined, below:

1.1 **Licenses.** All construction permits, licenses, and authorizations issued by any governmental or regulatory agency including, without limitation, the Federal Communications Commission (the "FCC") license for the operation of Station (the "FCC Licenses"), together with all auxiliary licenses for studio transmitter links and remote pick-ups, which are transferable or assignable, if any, as are used or useful in the operation of, or in connection with the operation of, the Station.

1.2 **Intangible Assets.** Any files or documents used in maintaining the FCC Licenses, including, but not limited to, the Station's Online Public File, all software used by the Station, if any, all logs, data, FCC and other governmental applications, equipment manuals and warranties, and other records relating to the technical on-air broadcast operations of the Station including, without limitation, all electronic data processing files and systems, FCC filings and all records required by the FCC to be kept by the Station.

1.3 **Tangible Assets.** All of those assets used or held for use by Seller in the operation of the Station including as specifically listed on attached Schedule 1.3, together with any additions, modifications, alterations or improvements between the date of this Agreement and the Closing Date (collectively, the “Tangible Personal Property”). All assets sold by Buyer to Seller shall be sold “as is-where is”.

1.4 **Contracts.** Buyer shall assume only those contracts or agreements listed on Schedule 1.4.

1.5 **Excluded Assets.** The Assets to be transferred hereunder shall not include the call sign, KLYR or any of Seller's cash, receivables, bank accounts, investments, deposits, books, and records pertaining to company organization, contracts of insurance (including the cash surrender value thereof, and all insurance proceeds or claims made by Seller relating to property or equipment repaired, replaced, or restored by Seller prior to the Closing Date), duplicate copies of such records as are necessary to enable Seller to file its tax returns and reports, as well as any other records or materials relating to Seller generally and not involving the Station specifically, and any and all liabilities with respect thereto all of which shall remain the property of Seller (the "Excluded Assets").

1.6 **Real Property.** The Real Property associated with the Station, its studios and transmitter site, are being sold to Buyer pursuant to a separate agreement. The Installment Land Sale Contract for the sale and purchase of the real property is attached hereto as Schedule 1.6 and shall be executed by Buyer and Seller at Closing.

2. **Purchase Price.**

2.1 **Purchase Price.**

(A) In consideration for all of the Assets to be sold and bought hereunder pursuant to Section 1, the Purchase Price for the Station Assets shall be \$5,000.00 (Five Thousand Dollars and no cents). The Purchase Price shall be paid in full at Closing by Bank certified check or bank wire transfer.

(B) Upon the execution of this Asset Purchase Agreement, Buyer will pay to Seller the sum of One Thousand Dollars (\$1,000) as a good-faith deposit, to be applied to the Purchase Price.

Notwithstanding the forgoing, Seller shall be responsible for Seller's *pro rata* portion of the 2023 Annual Regulatory Fee, which shall constitute an adjustment at Closing.

2.2 **Allocation of Purchase Price.** Buyer and Seller will allocate the Purchase Price received by Seller from Buyer as set forth in Schedule 2.2.

3. **No Assumption of Liabilities.** Buyer shall not assume and shall not be obligated to pay any liabilities or obligations of Seller.

4. **Seller's Representations and Warranties.** The following representations and warranties shall survive for one year from the Closing Date. Seller represents and warrants to Buyer as of the date hereof and as of the Closing Date, with respect to the Station, as follows:

4.1 **Formation, Standing, and Power.** Seller, is an Arkansas corporation. Seller has all necessary power and authority to execute and deliver this Agreement and to

consummate the transactions contemplated hereby and represents and warrants that Seller is the owner of all of the Assets described in this Agreement.

4.2 **Authority for Transaction.** The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Seller and no other proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid, and binding obligation of Seller enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

4.3 **Licenses and Permits.** Seller is, and on the Closing Date will be, the holder of valid FCC Licenses issued by the Commission for the operation of the Station and all pertinent auxiliary stations, if any, which licenses will not be subject to any reporting conditions. Seller has all permits, licenses, franchises, and other authorizations necessary to, and has materially complied with all laws applicable to, the conduct of the Station's business in the manner and in the areas in which such business is presently being conducted and all such permits, licenses, franchises and authorizations are valid and in full force and effect. Seller has not engaged in any activity or failed to perform any required act which would cause revocation or suspension of any such permits, licenses, franchises, or authorizations, and no complaint, action, or proceeding looking to or contemplating the revocation or suspension of any thereof is pending or, to the knowledge of Seller, threatened. Further, on the Closing Date, the FCC Licenses and Permits will be in good standing, without adverse condition, the Station will have full operating authority under its licenses and permits; all FCC requirements for such authority will have been materially met; and there will be no unpaid FCC or other regulatory fees. Buyer and Seller shall pay equally all FCC filing fees associated with this transaction.

4.7 **Intentionally Left Blank.**

4.8 **Legal Proceedings, Etc.** No litigation, court, or administrative proceeding is pending or, so far as is known to the Seller, threatened against Seller relating to the Station or any one of the Assets to be conveyed hereunder which would affect Buyer's enjoyment of the Assets, or which would hinder or prevent the consummation of the transactions contemplated by this Agreement, and Seller does not know, or have reasonable grounds to know, of any basis for any such possible action.

4.9 **Compliance with Licenses, Laws, Regulations and Orders.** Seller, at Closing, will be in compliance with all material terms and conditions of all Licenses, laws, regulations, and orders applicable to its business and operations including, without limitation, compliance with the Communications Act of 1934, as amended (the "Federal Communications Act") and all regulations issued by the FCC, and Seller is not charged with violating or, to the knowledge of Seller, threatened, with a charge of violating or under investigation with respect to a possible violation of, any provision of any License, or any federal, state, or local law or administrative ruling or regulations relating to any aspect of its business.

4.10 **No Conflict.** Neither the execution and delivery of this Agreement by Seller, nor compliance by Seller with any of the provisions hereof, nor the consummation of the transactions contemplated hereby, will:

(a) result in a default, or give rise to any right of termination, cancellation, or acceleration, under any term, condition, or provision of any contract, encumbrance, or other instrument or obligation to which Seller is a party or by which Seller or any of Seller's Assets may be bound; or

(b) violate any order, writ, injunction, decree, statute, rule, or regulation applicable to Seller, or any of its Assets.

Except for the approval of the FCC and such consents and/or notices as are necessary for assignment of the Assigned Contracts, no consent, waiver, or approval by, notice to or filing with any person or entity is required in connection with the execution and delivery of this Agreement by Seller, compliance by Seller with any of the provisions hereof or the consummation of the transactions contemplated hereby.

4.11 **Liabilities.** On the Closing Date, all of Seller's liabilities, except for those liabilities arising on or after the Closing Date relating to the Assigned Contracts, shall have been fully paid and discharged and no creditors of Seller, including barter creditors, if any, shall have any claim on the Assets for payment of such liabilities.

4.12 **No Misleading Statements.** The representations and warranties of Seller herein, or in any Schedule hereto, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained herein or therein not materially misleading.

4.13 **Broker.** Seller has not incurred or become liable for any broker's commission or finder's fee relating to the transactions contemplated under this Agreement. Seller agrees to indemnify and hold Buyer harmless from any claims for brokerage fees, finder's fees, or commissions asserted by any person acting on Seller's behalf in connection with this transaction.

4.14 **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"). No litigation or proceeding relating to Environmental Laws, Environmental Permits, or any release, discharge, or disposal of hazardous or toxic substances is pending or, to Seller's Knowledge, threatened, against the Station or Seller.

4.15 **Tax Matters.** All federal, state, county, and local tax returns, reports, and declarations of estimated tax or estimated tax deposit forms required to be filed by Seller have been duly and timely filed (after taking into account any extensions therefor). Seller has paid all taxes which have become due pursuant to such returns or pursuant to any assessment received by it, and has paid all installments of estimated tax due; and all taxes, levies, and other assessments which Seller is required by law to withhold or to collect have been duly withheld and collected,

and have been paid over to the proper governmental authorities or are held by Seller for such payment.

5 **Buyer's Representations and Warranties.** The following representations and warranties shall survive for one year (1) from the Closing Date. The Buyer represents and warrants to Seller, as of the date hereof and as of the Closing Date, as follows:

5.1 **Buyer's Qualifications.** Buyer, an Arkansas Limited Liability Company, knows of no fact or circumstance which would, under the federal antitrust laws, the Communications Act of 1934, as amended, or the rules, regulations, and policies of the FCC, disqualify or preclude Buyer from being approved as an assignee of the Licenses. Should Buyer become aware of any such fact or circumstance, it will promptly so inform Seller and Buyer will use its best efforts to remove any such disqualification or preclusion. Buyer will not take any action that Buyer knows, or has reason to believe, would result in such disqualification. There are no facts which, under the Communications Act of 1934, as amended, or the rules, regulations, and policies of the FCC, or the antitrust policies as applied to the broadcasting industry by the Federal Trade Commission and the U.S. Department of Justice, would delay the consummation of the transactions contemplated by this Agreement. Buyer has no reason to believe that the Assignment Application contemplated by this Agreement might be challenged by any governmental agency or third party or might not be granted by the FCC in due ordinary course. To Buyer's knowledge, there are no proceedings, complaints, notices of forfeiture, claims, or investigations pending or threatened against Buyer or any principal, officer, director, or owner of Buyer that would materially impair the qualification of Buyer to assume the FCC Licenses or which would materially impede Buyer's ability to prosecute FCC applications or seek the grant of the FCC Consents. All Members of Buyer's Limited Liability Company are citizens of the United States of America.

5.2 **Formation, Standing, and Power.** Buyer is duly formed, validly existing, and in good standing under the laws of the State of Arkansas. Buyer has all necessary power and authority to execute and deliver this Agreement, to comply with the provisions hereof and to consummate the transactions contemplated hereby.

5.3 **Authority for Transaction.** Buyer's execution and delivery of this Agreement, its compliance with the provisions hereof and the consummation of all of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Buyer, and this Agreement is valid and binding upon Buyer in accordance with its terms.

5.4 **No Conflict.** Neither the execution and delivery of this Agreement by Buyer, nor compliance by Buyer with any of the provisions hereof, nor the consummation of the transactions contemplated hereby will:

(a) conflict with or result in a breach of any provision of the governing documents of any entity named as Buyer herein;

(b) result in a default, or give rise to any right of termination, cancellation or acceleration, under any term, condition or provision of any contract, encumbrance, or other instrument or obligation to which Buyer is a party or by which it or any of its properties or assets may be bound; or

(c) violate any order, writ, injunction, decree, statute, rule, or regulation applicable to Buyer or any of its properties or assets.

Except for the approval of the FCC, no consent, waiver, or approval by, notice to or filing with any person or entity is required in connection with the execution and delivery of this Agreement by Buyer, compliance by Buyer with any of the provisions hereof or the consummation of the transactions contemplated hereby.

5.5 **Legal Proceedings, Etc.** There is no legal, equitable, administrative, or arbitration action, suit, proceeding or known investigation pending or, to Buyer's knowledge, threatened, against or affecting Buyer or any of its assets which, if adversely determined, would adversely affect the ability of Buyer to consummate the transactions contemplated hereby.

5.6 **No Misleading Statements.** The representations and warranties of Buyer herein do not contain any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements contained herein or therein not materially misleading.

5.7 **Broker.** Buyer has not incurred or become liable for any broker's commission or finder's fee relating to the transactions contemplated under this Agreement. Buyer agrees to indemnify and hold Seller harmless from any claims for brokerage fees, finder's fees, or commissions asserted by any person acting on Buyer's behalf in connection with this transaction.

5.8 **Financial Qualifications.** Buyer is financially qualified to consummate this transaction and has funds available to consummate the sale.

6 **Seller's Covenants.**

6.1 **Indemnification.**

(a) Except as provided in Section 11 of this Agreement, the sole and exclusive remedy which Buyer shall have against Seller under this Agreement after the Closing Date shall be the right to proceed for indemnification in the manner and only to the extent provided by this Section 6. Seller hereby indemnifies Buyer and holds it and its agents, successors, and assigns harmless, with respect to demands for indemnification asserted by Buyer within one (1) year after the Closing Date from, against and in respect of:

(1) all liabilities, obligations, claims against, and contracts of Seller of every kind and nature whatsoever, at any time existing or asserted, whether or not accrued, whether fixed, contingent or otherwise, whether known or unknown, and whether or not recorded on the books and records of Seller, arising out of or by reason of this or any other

transaction or event occurring prior to the Closing, which have not been assumed by Buyer; and

(2) all losses, damages, and deficiencies resulting from any failure or breach of any representation or warranty, or any breach or nonfulfillment of any covenant or agreement, of Seller made in this Agreement; and

(3) all actions, suits, proceedings, claims, demands, assessments, judgments, fines, amounts paid in settlement, costs, and expenses (including reasonable attorneys' fees and expenses); and

(4) all actions, suits, proceedings, claims, demands, assessments, judgments, fines, amounts paid in settlement, costs, and expenses (including reasonable attorneys' fees and expenses) incident to any of the foregoing.

(b) If a demand for indemnification arises out of a claim made against Buyer by a person not a party to this Agreement or affiliated with a party to this Agreement (a "Third-Party Claim"), Buyer shall give prompt notice thereof to Seller, stating in reasonable detail the nature of the Third-Party Claim, the identity of the Third-Party Claimant and the specific representations, warranties, or covenants which Buyer and/or the Third-Party Claimant contends Seller has breached. Such notice shall also indicate whether Buyer intends to defend against the Third-Party Claim. If Buyer shall defend against the Third-Party Claim, Seller shall cooperate in all reasonable respects with Buyer in such defense, shall make available to Buyer all records and other materials reasonably required by Buyer in such defense, and shall have the right to participate in such defense. If Buyer does not intend to defend against the Third-Party Claim, then Seller may assume defense of the Third-Party Claim through legal counsel of its choice reasonably satisfactory to Buyer, in which event Buyer shall cooperate in all reasonable respects with Seller in such defense, and shall make available to Seller and its counsel all records and other materials reasonably required by them in such defense, but Seller shall at all times control such defense. So long as a Third-Party Claim is pending and is not resolved, Buyer shall hold in abeyance its demand for indemnification. If Seller reaches a settlement with the Third-Party Claimant which results in any liability to Buyer, or if a judgment is rendered against Buyer which judgment is not properly appealed or appealable, then Buyer shall be entitled to indemnification in an amount sufficient to discharge the Third-Party Claim. Each party shall be responsible for its own costs and expenses, including legal fees, incurred in defending a Third-Party Claim except that Seller shall pay Buyer's actual costs and expenses (including legal fees) incurred in connection with defending a claim which is determined adversely to Seller and which shall be found to have constituted a breach of Seller's representations, warranties, and covenants hereunder.

(c) If Buyer asserts a demand for indemnification hereunder, but such demand is not based upon a Third-Party Claim, Buyer shall notify Seller thereof in writing, stating in reasonable detail the nature of Buyer's claim and the specific representations, warranties and covenants which Buyer contends Seller has breached. Seller shall have fifteen (15) days after the effective date of such notice to accept or reject Buyer's demand for indemnification. If Seller accepts such demand for indemnification, Seller shall pay the amount of indemnification claimed by Buyer. If no acceptance is received by Buyer within such 15-day period, Seller shall be deemed

to have rejected the demand. In the event Seller rejects Buyer's demand for indemnification or fails to accept such demand within such 15-day period, the parties shall immediately submit the controversy to arbitration in accordance with the provisions of Section 6.1(d). If the arbitrator(s) render an award in the arbitration proceeding in favor of Buyer, Buyer shall be entitled to indemnification to the extent provided in such award. If the arbitrator(s) render an award in favor of Seller, Seller shall have no further liability on Buyer's claim.

(d) If there is any disagreement between Buyer and Seller concerning the validity of any demand for indemnification asserted under Section 6.1, then such disagreement shall, as provided by Section 6.1(c) or otherwise on demand of either party, be referred to arbitration in Little Rock, Arkansas. Buyer and Seller shall attempt to agree on the appointment of a single arbitrator. If they are unable to agree, a panel of three arbitrators shall be appointed: one arbitrator shall be appointed by Buyer, one shall be appointed by Sellers, and one shall be appointed by the two so appointed. The determination in writing of such arbitrator(s), signed by at least two of them (if there be more than one), shall be final and binding on the parties. Such determination shall be made as soon as practicable after the reference of the claim to arbitration. The arbitrators shall be governed by the Commercial Arbitration Rules of the American Arbitration Association then in effect, and shall have full power to make such regulations and to give such orders and directions in all respects as they shall deem expedient, as well as in respect to the claims and differences referred to them, and also with respect to the mode and times of executing and performing any of the acts or things which may be awarded or directed to be done. The arbitrator(s) shall also allocate among the parties the fees and expenses of the arbitrators and the actual costs and expenses (including legal fees) incurred by the parties in connection with the arbitration in an equitable manner consistent with the decision of the arbitrator(s) regarding the resolution of the claims and differences referred to them, which allocation shall form part of the arbitrator(s)' written determination.

(e) Seller's liability for all Claims under this Section 6 shall be subject to the following limitations: Seller shall have no liability for Claims until the aggregate amount of the Claims incurred exceeds Two Thousand Dollars (\$2,000.00) (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, subject to the limitations on recovery and recourse set forth in this Section 6.

6.2 Access and Information. Seller shall give Buyer reasonable access to FCC documentation.

6.3 Conduct of Station Business. Prior to Closing, Seller will promptly deliver to Buyer copies of any application filed with the FCC with respect to the Stations after the filing of the same with the FCC.

6.4 Risk of Loss or Damage. Seller shall bear all risk of loss or damage to any of the Assets to be transferred to Buyer hereunder occurring prior to the Closing. In the event any loss or damage occurs, the proceeds of any insurance policy covering such loss shall be used by Seller to repair, replace or restore any such loss prior to the Closing; *provided, however*, that, if the proceeds of such insurance would not be sufficient to repair, replace or restore the loss, and

Seller does not wish to provide additional funds for such purpose upon request by Buyer, Buyer if not then in default may terminate this Agreement or may elect to proceed with Closing with a credit toward the Purchase Price in the amount of the cost to repair, replace or restore. In the event of any such termination pursuant to this Section 6.4 neither party shall have any further right or liability hereunder.

7 **Buyer's Covenants.**

7.1 **Indemnification.**

(a) Buyer shall be responsible for and hereby indemnifies Seller and holds Seller and its agents, successors, and assigns harmless, with respect to demands for indemnification asserted by Sellers, as provided by this Section 7.1, within one (1) year after the Closing Date from, against and in respect of:

(1) The operation of the Station subsequent to the Closing including, but not limited to, any and all claims, liabilities and obligations arising or required to be performed under the Assigned Contracts assumed by Buyer;

(2) All losses, damages, and deficiencies resulting from any failure or breach of any representation or warranty, or any breach or non-fulfillment of any covenant or agreement, of Buyer made in this Agreement; and

(3) All actions, suits, proceedings, claims, demands, assessments, judgments, fines, penalties, amounts paid in settlement, costs and expenses (including reasonable attorneys' fees and expenses) incident to any of the foregoing.

(b) If subsequent to the Closing a demand for indemnification arises out of a claim made against Seller by a person not a party to this Agreement or affiliated with a party to this Agreement (a "Third-Party Claim") with respect to any circumstances specified in Section 7.1 (a), Seller shall give prompt notice thereof to Buyer, stating in reasonable detail the nature of the Third Party Claim and the specific representations, warranties or covenants which Seller and/or the Third Party Claimant contends Buyer has breached. Such notice shall also indicate whether Seller intends to defend against the Third-Party Claim. If Seller shall defend against the Third-Party Claim, Buyer shall cooperate in all reasonable respects with Seller in such defense, shall make available to Seller all records and other materials reasonably required by Seller in such defense, and shall have the right to participate in such defense. If Seller does not intend to defend against the Third-Party Claim, then Buyer may assume defense of the Third-Party Claim through legal counsel of its choice, reasonably satisfactory to Seller, in which event Seller shall cooperate in all reasonable respects with Buyer in such defense and shall make available to Buyer and its counsel all records and other materials reasonably required by them in such defense, but Buyer shall at all times control such defense. If Buyer reaches a settlement with the Third-Party Claimant which results in any liability to Seller, or if a judgment is rendered against Seller which judgment is not properly appealed or appealable, then Seller shall be entitled to indemnification in an amount sufficient to discharge the Third-Party Claim. Each party shall be responsible for its own costs and expenses, including legal fees, incurred in defending a Third-Party Claim except that Buyer shall

pay (i) Seller's actual costs and expenses (including legal fees) incurred in connection with defending a claim which is determined adversely to Buyer and which shall be found to have constituted a breach of Buyer's representations, warranties and covenants hereunder.

(c) If Seller asserts a demand for indemnification hereunder, but such demand is not based upon a Third-Party Claim, Seller shall notify Buyer thereof in writing, stating in reasonable detail the nature of Seller's claim and the specific representations, warranties, and covenants which Seller contend Buyer has breached. Buyer shall have fifteen (15) days after the effective date of such notice to accept or reject Seller's demand for indemnification. If Buyer accepts such demand for indemnification, it shall pay the amount of indemnification claimed by Seller. If no acceptance is received by Seller within such 15-day period, Buyer shall be deemed to have rejected the demand. In the event Buyer rejects Seller's demand for indemnification or fails to accept such demand within such 15-day period, the parties shall immediately submit the controversy to arbitration in accordance with the provisions of Section 7.1(d). If the arbitrator(s) render an award in the arbitration proceeding in favor of Seller, Seller shall be entitled to indemnification to the extent provided in such award. If the arbitrator(s) render an award in favor of Buyer, Buyer shall have no further liability on Seller's claim.

(d) If there is any disagreement between Seller and Buyer concerning the validity of any demand for indemnification asserted under Section 7.1, then such disagreement shall, as provided by Section 7.1(c) or otherwise on demand of either party, be referred to arbitration in Little Rock, Arkansas. Buyer and Seller shall attempt to agree on the appointment of a single arbitrator. If they are unable to agree, a panel of three arbitrators shall be appointed: one arbitrator shall be appointed by Buyer, one shall be appointed by Seller, and one shall be appointed by the two so appointed. The determination in writing of such arbitrator(s), signed by at least two of them (if there be more than one), shall be final and binding on the parties. Such determination shall be made as soon as practicable after the reference of the claim to arbitration. The arbitrators shall be governed by the Commercial Arbitration Rules of the American Arbitration Association then in effect, and shall have full power to make such regulations and to give such orders and directions in all respects as they shall deem expedient, as well as in respect to the claims and differences referred to them, and also with respect to the mode and times of executing and performing any of the acts or things which may be awarded or directed to be done. The arbitrators shall also allocate among the parties the fees and expenses of the arbitrators and the actual costs and expenses (including legal fees) incurred by the parties in connection with the arbitration in an equitable manner consistent with the decision of the arbitrator(s) regarding the resolution of the claims and differences referred to them, which allocation shall form part of the arbitrator(s)' written determination.

(e) Buyer's liability for all Claims under this Section 7 shall be subject to the following limitations: (i) Buyer shall have no liability for Claims until the aggregate amount of the Claims incurred exceeds Two Thousand Dollars (\$2,000.00) (the "Minimum Loss"); after the Minimum Loss is exceeded, Sellers shall be entitled to be paid the entire amount of the Claims, including the Minimum Loss, subject to the limitations on recovery and recourse set forth in this Section 7.

8 Application for FCC Approval.

8.1 **Filing and Prosecution of Application.** Buyer and Seller shall, not later than ten (10) business days from the date hereof, file with the FCC an application requesting its written consent to the assignment of the Station Licenses of the Station from Seller to Buyer. Buyer and Seller shall take all steps necessary to the expeditious prosecution of such application to a favorable conclusion, using their best efforts throughout.

8.2 **Expenses.** Each party shall pay one-half of all legal expenses in connection with the preparation of the applicable sections of the FCC application and in connection with the prosecution of such application and the drafting of the Asset Purchase Agreement.

8.3 **Designation for Hearing.** If, for any reason, with respect to any application for assignment of the Licenses, the staff of the FCC advises that designation for hearing will be required, either party, if not then in default, shall have the right, by written notice within sixty (60) days of such notification, to terminate this Agreement, in which event neither party shall have any rights or liabilities hereunder.

8.4 **Time of FCC Consent.** If approval of the assignment of the Licenses has not become final (all protests and appeals having been decided or dismissed, or barred by the expiration of time and the period for review by the FCC on its own motion of a grant by the FCC staff on delegated authority having expired without the initiation of such review or else such review having been undertaken and an affirmance of the grant of consent having become final) within twelve (12) months from the date of filing the applications for assignment with the FCC, either party, if not then in default, may terminate this Agreement by giving written notice to the other. Upon such termination, neither party shall have any further right or liability hereunder. Buyer may elect, however, at its sole risk to consummate the transactions contemplated by this Agreement under an FCC approval which has not become final as herein provided.

8.5 **Control of Station.** This Agreement shall not be consummated until the FCC has given its written consent to the assignment of the Station Licenses of the Station to the Buyer.

9 **Conditions to Parties' Obligations.**

9.1 **Conditions to Buyer's Obligations.** The obligations of Buyer to complete the transactions provided for herein shall be subject, at its election, to satisfaction on or before the Closing Date of each of the following conditions:

(a) Representations and Warranties: all representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the Closing Date (except as may be otherwise provided in this Agreement), and Buyer shall have received a certificate to that effect, dated the Closing Date, signed by an officer of Seller;

(b) Pre-Closing Obligations: Seller shall have performed all obligations required to be performed by Seller hereunder, the performance of which has not been waived by Buyer, and Buyer shall have received a certificate to that effect, dated the Closing Date, signed by an officer of Seller;

(c) Due Authorization: Seller's execution and delivery of this Agreement, its compliance with the provisions hereof and the consummation of all of the transactions contemplated hereby shall have been duly and validly authorized by all necessary company action on the part of Seller, including due authorization and approval thereof by its president, and Buyer shall have received a duly certified copy of all actions taken affecting the same;

(d) Seller's Consents, etc.: all necessary notices, filings, consents, waivers, and approvals set forth in Section 4.10 shall have been given, made or obtained, as the case may be, by Seller, and Buyer shall have received a true copy of each thereof;

(e) No Bar: there shall not be in effect any judgment, decree or order of, or position taken by, any court or administrative body of competent jurisdiction, nor shall there have been any action, suit, proceeding, or known investigation instituted or threatened, nor shall any law or regulation have been enacted or any action taken thereunder, which would, in Buyer's reasonable judgment, restrain or prohibit, make illegal, or subject Buyer to material damage as a result of, the consummation of the transactions contemplated hereby;

(f) FCC Consent: the FCC shall have given the consent contemplated by Section 8 which consent has become final and non-appealable;

(g) Intentionally Left Blank;

(h) Further Closing Documents: Seller shall have delivered to Buyer executed copies of the following documents and instruments in form reasonably satisfactory to counsel to Buyer:

(1) Bill of Sale transferring to Buyer title to the Station Assets and an assignment of the Station Licenses;

(2) Assignment Agreements assigning to Buyer the Licenses and Assets; and

(3) The Installment Land Sale Contract.

(i) Charges and taxes, etc.: except as otherwise expressly provided herein, all taxes, assessments, prepaid expenses, FCC Mas Media Regulatory Fees and utilities shall have been prorated between Buyer and Seller to the Closing Date; and

(j) Possession: Seller shall have delivered to Buyer actual possession of the Assets.

9.2 **Conditions to Seller's Obligations.** The obligations of Seller to complete the transactions provided for herein shall be subject, at its election, to satisfaction on or before the Closing Date of each of the following conditions:

(a) Representations and Warranties: all representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the date hereof and as of the Closing Date as though made on and as of the Closing Date (except as may be otherwise provided in this Agreement), and Seller shall have received a certificate to that effect, dated the Closing Date, signed by an officer of Buyer;

(b) Pre-Closing Obligations: Buyer shall have performed all obligations required to be performed by it hereunder, the performance of which has not been waived by Seller, and Seller shall have received a certificate to that effect, dated the Closing Date, signed by an officer of Buyer;

(c) Due Authorization: Buyer's execution and delivery of this Agreement, its compliance with the provisions hereof and the consummation of all of the transactions contemplated hereby shall have been duly and validly authorized by all necessary action on the part of Buyer, and Seller shall have received a duly certified copy of all required consents effecting the same;

(d) No Bar: there shall not be in effect any judgment, decree, or order of, or position taken by, any court or administrative body of competent jurisdiction, nor shall there have been any action, suit, proceeding or known investigation instituted or threatened, nor shall any law or regulation have been enacted or any action taken thereunder, which would, in Seller's reasonable judgment, restrain or prohibit, make illegal, or subject Seller to material damage as a result of, the consummation of the transactions contemplated hereby;

(e) FCC Consent: the FCC shall have given the consent contemplated by Section 8; and

(f) Further Closing Documents: Buyer shall have delivered to Seller executed copies of the following documents and instruments:

- (1) Assignment and Assumption Agreements by which Buyer assumes the Licenses and Intangible Assets; and
- (2) The Installment Land Sale Contract.

10 **Closing**. Subject to the terms and conditions herein stated, the parties agree as follows:

10.1 **Closing Date**. Buyer may elect to consummate this transaction without waiting for "finality" of the FCC's decision regarding the assignment of license application and, should Buyer so elect, the Closing shall take place within 15 business days of the FCC's grant of the application. Should the Buyer elect to wait for "finality," the Closing of the transaction provided for in this Agreement shall be held not later than fifteen (15) business days following the date upon which the order of the FCC approving the assignment of the Licenses for the Station from Seller to Buyer has become final (*i.e.*, no action, request for stay, petition for rehearing or

reconsideration, or appeal is pending and the time for filing such request, petition, or appeal has expired and the period for review by the FCC on its own motion of a grant by the FCC staff on delegated authority having expired without the initiation of such review or else such review having been undertaken and an affirmance of the grant of consent having become final), (the “Closing Date”). Such Closing shall take place via electronic exchange of documents and funds.

10.2 Failure to Close; Termination. This Agreement may be terminated at any time prior to the Closing Date, as follows:

- (a) by the mutual consent of Seller and Buyer, in which case the good-faith deposit referenced in Section 2.1 shall be returned to Buyer;
- (b) as provided by Sections 6.4, 8.3, or 8.4 of this Agreement, in which case the good-faith Deposit will be returned to Buyer;
- (c) by Seller, upon notice to Buyer, if on the Closing Date, without any breach by Seller of its obligations hereunder, Buyer has not complied with one or more of the conditions set forth in Section 9.2 which is not cured within twenty (20) business days after written notice of the breach (and such compliance is not waived by Seller), in which case the good-faith Deposit will be retained by Seller; or
- (d) by Buyer, upon notice to Sellers, if on the Closing Date, without any breach by Buyer of its obligations hereunder, Seller has not complied with one or more of the conditions set forth in Section 9.1 which is not cured within twenty (20) business days after written notice of the breach (and such compliance is not waived by Buyer), in which case the good-faith Deposit will be returned to Buyer.

In the event of any termination as provided by this Section 10.2 (a) or (b), this Agreement shall thereupon become void and of no effect, without any further liability on the part of any party. In the event that there is a termination pursuant to this Section 10.2 (c) or (d), the parties shall have the remedies provided for in Section 11.

11 Remedies. Seller’s sole and exclusive remedy at law and equity for material breach by the Buyer to this agreement shall be retention of the good-faith Deposit. Buyer’s sole and exclusive remedy shall be for specific performance. The terms of this Section 11 shall survive indefinitely beyond the execution date of this Agreement.

12 Further Covenants.

12.1 Taxes. All taxes originating from this transaction shall be paid by the party responsible by law to pay such tax.

12.2 Expenses of the Parties. Except as otherwise expressly provided in this Agreement, all expenses involved in the preparation, negotiation, authorization, and

consummation of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, counsel and accountants, shall be paid equally by the parties.

12.3 **Confidentiality.** Except for necessary disclosure to such party's directors, officers, members, immediate family, employees, counsel, accountants, lenders, and other agents, and except for the disclosure contemplated by Section 8 and such disclosure as may be required by law, each party shall keep the provisions of this Agreement which are not public record confidential both prior and subsequent to the Closing Date. Without limiting the generality of the foregoing, no party shall make any press release or advertisement with respect to the transactions contemplated hereby without the prior consent of the other party, unless the disclosing party determines, upon the advice of counsel, that such action is required by law, and then the disclosing party shall promptly notify the other party of such disclosure.

12.4 **Broker's Fee.** Each party will be solely responsible for any and all brokerage fees asserted against it by a person or entity claiming entitlement to such fees as a result of this transaction.

12.5 **Further Assurances.** Each party shall cooperate with the other, take such further action, and execute and deliver such further documents, as may be reasonably requested by any other party in order to carry out the terms and purposes of this Agreement. Without limiting the generality of the foregoing, from and after the Closing Date:

(a) each party shall file all tax returns consistent with the allocation of the Purchase Price set forth in Section 2.2, and no party shall take any position on audit or in litigation which is inconsistent with such allocation if such position would result in the payment of any additional tax by, or the disallowance of any deduction or credit to, any other party; and

(b) upon request, each party shall take such action and deliver to the requesting party such further instruments of assignment, conveyance, or transfer and other documents of further assurance as in the opinion of counsel to the requesting party may be reasonably desirable to assure, complete and evidence the full and effective transfer, conveyance and assignment of the Assets and possession thereof to Buyer, its successors and assigns, and the performance of this Agreement by Seller and Buyer in all respects.

13.1 **Survival of Representations, Warranties and Covenants.** The several representations, warranties and covenants of the parties herein contained, and the provisions hereof which by their terms are to be performed after the Closing Date, shall survive the Closing Date for the periods set forth herein, and shall be effective regardless of any investigation which may have been or may be made at the time by or on behalf of the party to whom such representations, warranties, covenants and agreements are made.

13.2 **Amendment and Waiver.** This Agreement may be amended only by a writing executed by each of the parties hereto. No waiver of compliance with any provision or condition hereof, and no consent provided for herein, shall be effective unless evidenced by an instrument in writing duly executed by the party sought to be charged therewith. No failure on the part of any party to exercise, and no delay in exercising, any of its rights hereunder shall operate

as a waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right.

13.3 **Assignment.** No party shall assign or attempt to assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto.

13.4 **Notices, Etc.** Each notice, report, demand, waiver, consent and other communication required or permitted to be given hereunder shall be in writing and shall be sent either by registered or certified first-class mail, postage prepaid and return receipt requested, addressed as follows:

If to Buyer, to:

Jose Moron, Managing Member
19 Rocco Road
Little Rock, AR 72209

with a copy (which shall not constitute notice) to:

Dan J. Alpert, Esq.
The Law Office of Dan J. Alpert
2120 21st Rd. N
Arlington, VA 22201

If to Seller, to:

Jerry Dietz, President
Ozark Communications, Inc.
1991 Ironwood Avenue
Red Oka, IA 51566

with a copy (which shall not constitute notice) to:

Richard J. Hayes, Jr., Esq.
Attorney at Law
5876 Elena Vista Drive
Roanoke, VA 24018

Each such notice or other communication given by mail shall be deemed to have been received five (5) days after it is deposited in the United States mail in the manner specified herein. Any party may change its address for the purpose hereof by giving notice in accordance with the provisions of this Section 13.4.

13.5 **Binding Effect.** Subject to the provisions of Section 13.3, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement creates no rights of any nature in any person not a party hereto.

13.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any dispute by the parties shall be resolved by arbitration to be conducted in Little Rock, Arkansas by a sole arbitrator under the rules of the American Arbitration Association.

13.7 **Effect of Agreement.** This Agreement sets forth the entire understanding of the parties, and supersedes any and all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof.

13.8 **Headings; Counterparts.** The Article and Section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intention of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement. Any party who delivers such a signature page by facsimile agrees to deliver later an original counterpart to any party that requests it.


[Signature Page Follows]

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

OZARK COMMUNICATIONS, INC.

By: 
Jerry Dietz, President

RADIO LA RAZA, LLC

By: 
Jose Moron, Managing Member

Schedule 1.1
Licenses

KLYR(AM), Facility No. 22056, Clarksville, AR
License File No. BL-13535
Renewal File No. 0000097933

Assignee's Other Broadcast Interests

Radio La Raza is the licensee of KMTL(AM, Sherwood, Arkansas FCC ID 23871. It has no other broadcast interests.

MULTIPLE OWNERSHIP

NEITHER THE PROPOSED ASSIGNEE, NOR ANY PARTY WITH AN ATTRIBUTABLE INTEREST IN THE PROPOSED ASSIGNEE, HAVE ANY INTEREST IN ANY ATTRIBUTABLE STATION WHOSE PRINCIPAL COMMUNITY CONTOURS OVERLAP WITH THE CONTOUR OF THE STATION BEING ASSIGNED IN THIS APPLICATION.

Other Broadcast Interests

Ozark Communications, Inc., principally owned by Jerry and Marilyn Dietz of Red Oak, Iowa, is the licensee of the following stations:

KDYN(AM) FCC ID 51097 Ozark, AR

KDYN-FM FCC ID 22057 Coal Hill, AR

KLYR(AM) FCC ID 22056 Clarksville, AR

Jerry and Marilyn Dietz are also the shareholders of Hawkeye Communications, Inc., licensee of the following stations:

KCSI-FM FCC ID 26456 Villisca, IA

KOAK(AM) FCC ID 26457 Red Oak, IA

REDACTIONS

SCHEDULES 1.3 (Tangible Personal Property), 1.4 (Contract to be Assumed by Buyer), and 1.6 (Installment Land Contract) OF THE ASSET PURCHASE AGREEMENT HAVE BEEN REDACTED. THE DOCUMENTS CONTAIN PRIVATE FINANCIAL INFORMATION THAT IS NOT PERTINENT TO THE COMMISSION'S REVIEW OF THE APPLICATION, AND IS PROPERLY REDACTED PURSUANT TO COMMISSION POLICY ESTABLISHED IN *LUJ, INC.*, 17 FCC RCD 16980 (2002), PUBLIC NOTICE DA 02-2049 (RELEASED AUGUST 22, 2002)(THE COMMISSION FOUND THAT AN APPLICANT'S FAILURE TO SUBMIT SUCH DOCUMENTS IS NEITHER A MATERIAL OMISSION (THAT WOULD OTHERWISE BE CAUSE FOR NOT ACCEPTING AND PROCESSING AN APPLICATION) NOR GROUNDS FOR FINDING THAT A PARTICULAR TRANSACTION IS NOT IN THE PUBLIC INTEREST).

INSTALLMENT LAND SALE CONTRACT

This *Installment Land Sale Contract* ("Agreement") is entered into by and between Hawkeye Communications, Inc., an Iowa Corporation, ("Seller") and Jose Moron, individually and Radio La Raza, LLC, an Arkansas limited liability company (jointly the "Buyer") executed on this ____ day of February 2023. The Seller agrees to sell and the Buyer agrees to purchase the real property, all improvements and the Tangible Personal Property as described below and as all set forth on the attached Exhibit A that is incorporated herein as if set forth word for word, for the consideration herein and on the terms and conditions set forth herein below.

WHEREAS, the Seller owns certain real property in Clarksville, Johnson County, Arkansas with the following physical address 2011 W. Main St., Clarksville, Arkansas (the "Property"), which is an improved lot with a building and radio tower with approximately 2.10 acres more or less and certain Tangible Personal Property (See Exhibit A)(jointly referred to as the "Property");

WHEREAS, the Seller desires to sell and the Buyer desires to purchase said Property upon the covenants, conditions and provisions as set forth in the following paragraphs; and

WHEREAS, the Seller has agreed to provide owner financing for the purchase of said Property;

NOW THEREFORE, in consideration of the covenants, agreements, representations and warranties herein contained and for One Dollar (\$1.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. **Property.** The Property that is the subject of this Agreement is all located at 2011 W. Main St., Clarksville, Arkansas, Johnson County, State of Arkansas and is more particularly described as follows: See Attached Exhibit A.

2. **Term.** The term of this Agreement shall be for Twenty (20) months and shall become effective as of February ____, 2023 and continue thereafter, for Twenty (20) consecutive months thereafter.

3. **Sale.** Upon the completion of the terms and conditions contained in this Agreement, including full payment of the financed portion of the Transaction, the Seller shall convey the Real Property to the Buyer by General Warranty Deed, together with the fixtures, and improvements and shall transfer ownership of the Tangible Personal Property

specified in Exhibit A by a general Bill of Sale and Assignment in fee simple absolute with good and marketable title free and clear of all liens and encumbrances and restrictions, subject only to any prior recorded instruments and easements, if any, that do not materially affect the value of the Property.

4. **Purchase Price.** The purchase price for the Property shall be Forty Thousand Dollars (\$40,000.00). As provided in Paragraph 25 hereinbelow, the Buyer's part of the Seller's FCC attorney fees in the amount of \$6,060.00, shall be financed by the Seller as part of this Agreement. The Buyer shall make a down payment on February _____, 2023 in the amount of \$10,000 and the balance of \$36,060.00 shall be financed by the Seller as set forth herein. The Buyer shall execute a promissory note as evidence of the obligation to pay the financed amount as set forth herein above.

5. **Title Insurance.** Buyer shall have the right to obtain title insurance at Buyer's sole expense.

6. **Survey.** The Parties acknowledge that no survey is required. Buyer may, at any time subsequent to executing this Agreement, obtain a survey at Buyer's own expense. However, Buyer and Seller acknowledge that a previous Survey was completed by Cornerstone Land Surveying on February 4, 2011, for Randy Forrester, Job #11-125.

7. **Condition of Property.** Buyer acknowledges it has inspected the Real Property, the fixtures and the Tangible Personal Property specified on Exhibit A and accepts the Real Property, fixtures and Tangible Personal Property "AS IS, WHERE IS, WITH ALL FAULTS EXCEPTED." Seller makes no representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality, condition, suitability, habitability, merchantability, or fitness for a particular purpose of the Real Property, fixtures, or the Tangible Personal Property. Buyer certifies Buyer has inspected the Property, fixtures, and the Tangible Personal Property and Buyer is not relying upon any warranties, representations, or statements of Seller as to the size or condition of improvements on the Real Property or the suitability and /or fitness of the Tangible Personal property.

8. **Risk of Loss/Insurance.** Buyer shall, as part of this Agreement, maintain reasonable and customary insurance on the Real Property, fixtures and the Tangible Personal Property specified in Exhibit A and on any improvements that Buyer may place on the Property. The Buyer is responsible for payment of the insurance as a separate obligation that is in addition to the monthly payment for the purchase price. The Buyer shall furnish evidence to Seller that it has obtained adequate insurance for all customary commercial perils and shall list Seller as an additional loss-payee. Failure to maintain the insurance on the Real Property, fixtures, and the Tangible Personal Property shall constitute an event of default under this agreement and the Promissory Note. In the event of a loss or damage to the Property, the Buyer shall apply the proceeds from the insurance claim to the repair or replacement of the lost or damaged Property. If Buyer elects not to repair or replace the lost or damaged Property, the Seller shall be entitled to the total

amount of the insurance proceeds up to the amount remaining under this Agreement as evidence by the Promissory Note. The failure of Buyer to repair and/or replace the lost or damaged property shall be an event of default under this Agreement. It is specifically agreed that a loss or damage to the Property shall not relieve the Buyer of the obligations under this Agreement. The Buyer bears the risk of loss under this Agreement and has an insurable interest in the Property.

9. **Possession.** Buyer shall have possession and exclusive use and enjoyment of the Property on February _____, 2023, unless agreed to in writing for an earlier date. Seller shall retain the right to inspect the Real Property, fixtures, and Tangible Personal Property, upon reasonable notice by the Seller.

10. **Maintenance.** Buyer shall maintain the Property and its improvements, including all Tangible Personal Property, and fixtures in good order and repair at the sole expense of the Buyer. The Buyer shall have the sole discretion to determine the manner and method of any repairs.

11. **Monthly Payments, Including Insurance and Taxes.** The Seller and Buyer acknowledge that the Buyer's monthly payment shall be \$1,500.00 per month due on the first day of each month beginning March 1, 2023 and shall be considered late after the 5th day of each month. This amount shall be for principal and interest only and does not include taxes and insurance, which Buyer shall separately be responsible for paying.

12. **Taxes.** The Buyer shall be responsible for all real and personal property ad valorem taxes and special assessments on the Property from the date of this Agreement. The 2022 amount of taxes shall be the responsibility of the Seller and the 2023 taxes shall be prorated between Buyer and Seller.

13. **Late Payment.** The monthly payments are due on the first (1st) business day of each calendar month and shall be considered late if not received by the Seller on the fifth (5th) business day of the month. Buyer shall be assessed a late fee in the amount of One Hundred Fifty Dollars (\$150.00).

14. **Forfeiture and Termination.** If the Buyer shall fail to pay any monthly payment for a period of **Thirty days (30) days** or fail to comply with any other provision of this Agreement, **then at the option of the Seller**, this Agreement shall become null and void without notice, and Seller shall retain all payments previously made as rents and liquidated damages. Seller shall give Buyer written notice of default after said Thirty Day (30) days has expired which shall be considered the cancellation of Buyer's rights under this Agreement.

Jose Moron Radio La Raza, LLC

Initialed by Buyer.

15. **Notice of Sale.** Buyer may in his discretion prepare a notice of sale to be executed by the Seller, and such notice may be filed in the real property records of

Johnson County, Arkansas. Buyer shall be responsible for any costs associated with the filing of the Notice of Sale and Buyer shall provide to Seller and Termination of Sale to be filed should Buyer default under this Agreement.

16. **Closing Costs.** Buyer shall pay their respective closing costs when the final conveyance is executed and completed subject to any other provisions contained in this Agreement.

17. **Escrow.** A fully executed Warranty deed and Bill of Sale that fully complies with the terms of this Agreement shall be held in escrow by Christopher D. Brockett, in order to consummate the closing of the transaction.

18. **Encumbrance.** Except as already provided herein neither party shall encumber the Property with any liens, judgments, other indebtedness. .

19. **Future Attorneys' Fees.** Should the Buyer or Seller initiate any type of proceeding either administrative or formal litigation regarding this Agreement or the Property then the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of such action.

20. **Entire Agreement.** This Agreement combined with separate promissory note given as documentation of the Buyer's obligations hereunder, which is executed on an even date herewith and incorporated herein, constitutes the entire agreement between the parties with regard to the subject matter thereof and may only be amended or modified by a writing signed by both parties.

21. **Severability.** In the event that a court of competent jurisdiction shall deem any provision or portion hereof illegal, invalid, or otherwise unenforceable the remaining terms and provisions shall continue in full force and effect.

22. **Governing Law and Venue.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Arkansas, and venue shall only be proper in the various courts of Johnson County, Arkansas.

23. **Execution and Counterparts.** This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and all such counterparts when taken together shall constitute one and the same instrument.

24. **Binding.** This Agreement shall be binding upon and inure to the benefit of the successors and heirs of the Parties.

25. **Seller's FCC Attorney's Fees.** The Parties Agree to equally split the cost of Seller's attorney fees and costs related to the transfer of the Federal Communication Commission license, which total cost is anticipated to be \$12,120.00 with each party being responsible for \$6,060.00 of this expense. Buyer agrees this cost shall be financed

by the Seller as set forth herein.

EXECUTED ON THIS THE _____ DAY OF FEBRUARY IN THE YEAR 2023.

SELLER

BUYER

HAWKEYE COMMUNICATIONS, INC.

Radio La Raza, LLC

By: _____
Jerry Dietz, President

By: _____
Jose Moron, Manager

Jose Moron, Individually

STATE OF ARKANSAS)
COUNTY OF FRANKLIN)

WITNESS my hand and seal as such Notary Public this _____ day of February,
2023.

Notary Public

EXHIBIT A

Real Property and Tangible Personal Property List

APPROXIMATELY 0.69 ACRE OF THE SW $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 31, T-10-N, R-23-W AND APPROXIMATELY 1.41 ACRES OF THE NW $\frac{1}{4}$ NW $\frac{1}{4}$, OF SECTION 6, T-9-N, R-23-W, IN THE CITY OF CLARKSVILLE, IN JOHNSON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SHOWN ON THIS SURVEY PLAT (SURVEYED BY CORNERSTONE LAND SURVEYING ON 2-4-2011, FOR RANDY FORRESTER, JOB# 11-125): COMMENCING AT AN A.G.C. MONUMENT FOR THE NW CORNER OF SAID NW $\frac{1}{4}$ NW $\frac{1}{4}$, THENCE ALONG THE NORTH LINE THEREOF S 87°41'34" E 247.36 FEET TO THE TRUE POINT OF BEGINNING WHICH FALLS ON AN EXISTING FENCE, THENCE ALONG SAID FENCE S 24°09'30" W 170.63 FEET TO A SET IRON PIN AT A FENCE CORNER, THENCE S 75°16'44" E 47.36 FEET TO A SET IRON PIN AT A FENCE CORNER, THENCE N 18°53'42" E 59.40 FEET TO A SET IRON PIN AT A FENCE CORNER, THENCE S 77°32'49" E 380.45 FEET TO A POINT ON EAST BANK OF LITTLE WILLETT BRANCH (A SET IRON PIN BEARS N 77°32'49" W 60.00 FEET FROM THIS POINT), THENCE ALONG SAID EAST BANK N 10°10'15" E 245.29 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HIGHWAY #64, THENCE ALONG SAID RIGHT OF WAY LINE N 83°47'50" W 374.48 FEET TO A POINT IN LINE WITH AN EXISTING FENCE (A SET IRON PIN BEARS S 22°07'32" W 4.92 FEET FROM THIS POINT), THENCE TO AND ALONG SAID FENCE THROUGH THE FOLLOWING COURSES: S 22°07'32" W 37.00 FEET, S 23°38'19" W 45.52 FEET AND S 24°09'30" W 13.55 FEET TO THE POINT OF BEGINNING, CONTAINING 2.10 ACRES MORE OR LESS, SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY OF RECORD

TANGIBLE PERSONAL PROPERTY

1. 2 office desks
2. LBP Model S-130 sound board
3. 2 - mic stands
4. LPB Model S-15A sound board
5. Belar AM Modulation Monitor
6. Burks ARC016 remote control
7. Moseley STL Mod PCL-606
8. AM Broadcast Tower
9. Nautel AM Transmitter

DEMAND PROMISSORY NOTE

\$36,060.00

Ozark, Arkansas
February _____, 2023

FOR VALUE RECEIVED, Jose Carlos Moron, individually, and Radio La Raza, LLC (jointly the "Maker"), jointly and severally promises to pay to the order of Hawkeye Communications, Inc., an Iowa Corporation ("Payee"), by check, wire transfer, cash, or money order as directed by the Payee, at PO 1086, Ozark, Arkansas 72949, or such other place as the holder of this Promissory Note (the "Note") may from time to time designate, the principal sum of Thirty Thousand Dollars (\$30,000.00), together with per annum interest at 2.23% thereon until maturity from the date first set forth above and to be made hereunder on the outstanding balance thereof, at the maximum lawful rate of interest per annum. Interest shall be calculated on the basis of a 365-day year. All payments hereunder shall be payable in lawful money of the United States which shall be legal tender for public and private debts at the time of payment. All past due principal and interest shall bear interest at the maximum rate permitted by applicable Arkansas law to be charged for past due principal and interest. Said sums shall be due and payable as follows:

The first payment in the amount of One Thousand Five Hundred Thirty-seven Dollars and sixty-five cents (\$1537.65) shall be due and payable on or before March 1, 2023 and continuing thereafter for Twenty-three (23) equal monthly installments and one final payment in the amount of One Thousand Five Hundred Thirty-four Dollars and eighty cents (\$1534.80) with final payment due on or before March 1, 2025, when all remaining interest and principal then due and outstanding shall be due immediately. Said monthly installments are to be applied first to interest, or so much thereof as shall from time to time remain unpaid on the entire unpaid principal balance, taxes, and insurance, and the balance of each installment shall be applied on account of principal.

Maker acknowledges that in addition to this payment set forth herein, they are responsible for ad valorem real property taxes, personal property taxes and insurance on the real and personal property that names the Seller/Payee as additional insured on the insurance policies.

This Note is delivered in conjunction with a Land Sale Contract (the "Contract"), dated and even date herewith that is incorporated herein. This Promissory Note is provided as evidence of the indebtedness that Purchaser/Maker owes as additional consideration for the purchase price of \$40,000 (after reduction for the \$10,000 down payment, plus financing of a portion Seller's attorney's fee). The purchase price shall be payable in monthly payments by the Purchaser/Maker as set forth herein and on the terms and conditions set forth herein and in the Contract.

In the event of default in the payment of any installment of principal or interest due hereunder by the Maker, or any part thereof, as and when same becomes due,

and if such default continues uncured for a period of Thirty (30) days after the first late payment, then in such event the entire unpaid principal balance hereof, together with all accrued interest, shall, at the option of Payee, become at once due and payable without notice or demand or the Payee shall have the right to declare the agreement null and void and keep the down payment and any monthly payments received hereunder as liquidated damages and rental payments and recover the real property. _____ Initials of Purchaser/Maker

Jose Carlos Moron & Radio La Raza, LLC

The following shall also be considered “**Events of Defaults**” (1) Refusal to Allow the Payee the Right to Inspect the Property, both real and personal, upon reasonable notice to the Maker of inspection; (2) Subleasing the Property without the written approval of the Payee; (3) Failure to maintain the Property and any structures or improvements in good condition and/or failure to repair normal routine maintenance issues discovered during the Payee’s inspection of the Property; (4) Selling the Property prior to satisfying the debt obligation owed to the Payee; and (5) Failing to maintain insurance on the real property, fixtures or personal property. In addition, the Payee retains the right to make any repairs discovered during routine inspection of the Property not fixed within 30 days to make the repairs at Payee’s expense and bill the Maker for the repair expense. If Maker fails to reimburse the Payee for the repair expense within 10 days of receipt of the invoice, then Payee may declare the Maker in **default** hereunder and declare this agreement void and recover the Property.

However, if Payee, in his sole and absolute discretion, determines that a delay in making the repairs (i.e., broken window or leaking roof) would cause, waste or destruction to the Property, then the Payee may make any repairs immediately and bill the Maker for such repairs without notice to the Maker.

If this obligation, after default, is placed in the hands of an attorney for collection, Maker, guarantor and all other persons now or hereafter liable hereon will be obligated to pay the holder hereof an additional sum, as a reasonable attorney's fee, not to exceed Thirty Percent (30%) of the unpaid principal plus all accrued interest at a per annum rate of interest at the maximum amount allowed by law. This clause is intended to be in compliance with Ark. Code Ann. § 4-56-101 (1987).

Maker shall pay to Payee a late charge for any installment not received by Payee within five (5) days after the installment is due in the amount of ONE HUNDRED FIFTY DOLLARS (\$150.00); such late charge shall apply separately to each installment past due, but shall only be assessed once as to each late payment. Maker stipulates and agrees that any such late charge(s) shall not be deemed to be additional interest, but shall be an assessment to induce timely performance of the terms of this Note. Payee at his option shall have the right to waive any late fee.

If any payment of principal or interest due under this Note shall become due on a Saturday, Sunday or public holiday under the laws of the State of Arkansas, such payment

shall be made on the next succeeding business day, and such extension of time shall in such case be included in computing interest in connection with such payment.

Maker may prepay this Note in whole or in part at any time without premium or penalty.

Notwithstanding any provisions to the contrary contained in this Note or in any agreement securing or relating to the debt evidenced hereby, it is expressly provided that in no case or event whatsoever shall the aggregate of (i) all interest on the unpaid balance hereof, accrued or paid from the date hereof and (ii) the aggregate of any other amounts accrued or paid pursuant hereto or to any such other agreement, which under applicable laws are or may be deemed to constitute interest, ever exceed the maximum rate of interest which could lawfully be contracted for, charged or received on the unpaid principal balance hereof plus any other pertinent indebtedness. In this connection, it is expressly stipulated and agreed that it is the intent of Maker and Payee to contract in strict compliance with the applicable usury laws from time to time in effect. In furtherance thereof, none of the terms of this Note or any related agreement shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum rate permitted to be contracted for, charged or received by applicable Arkansas law.

If under any circumstances the aggregate amounts paid hereon include amounts which by Arkansas law are deemed interest which would exceed the maximum amount of interest which could lawfully have been contracted for, charged or received, Maker stipulates that such amounts will be deemed to have been paid as a result of an error on the part of both Maker and Payee, and the party receiving such excess payment shall, promptly upon receiving such payment, refund the amount of such excess or, at Payee's option, credit such excess against the unpaid principal balance hereof. In addition, all sums paid or agreed to be paid to the holder hereof for the use, forbearance or detention of money shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the indebtedness represented hereby, in the manner provided by Arkansas law to the end that the actual rate of interest hereon shall never exceed the applicable maximum rate.

If any term or provision of this Note or of any related agreement under any circumstances would require the payment of an amount for the use, forbearance, or detention of money which, in addition to all other amounts theretofore paid and constituting interest under the applicable Arkansas law, would exceed the maximum rate of interest which could lawfully be charged under such circumstances, then the amount which Maker or any other person liable therefor are obligated to pay in such circumstances, but only in such circumstances, is hereby automatically reduced to the maximum amount which could lawfully be charged under applicable Arkansas law.

The maximum lawful rate of interest applicable hereto shall be the highest of (i) the maximum rate provided by Arkansas law for loans of the type evidenced hereby and by the instruments securing the indebtedness evidenced hereby, or (ii) the maximum rate provided

in applicable Federal law which preempts otherwise applicable Arkansas law, or (iii) the maximum rate provided in any subsequently enacted Arkansas law applicable hereto at the time this Note (the loan evidenced hereby) is made, renewed, extended or converted, as the case may be. To the extent that otherwise applicable Arkansas law is preempted by a Federal law which does not limit the rate of interest which may be charged, this paragraph shall be inapplicable. The provisions of this paragraph shall control all other provisions hereof and of all agreements, whether now or hereafter existing and whether written or oral, between Maker and Payee or between Payee and any other person liable hereon. In connection with this Paragraph, Maker and any guarantors acknowledge and represent to Payee that the proceeds of the loan evidenced hereby are and shall be used solely for a business purpose.

The records of Payee or any holder of this Note shall be conclusive evidence of the amount owing under this Note. Whenever used herein, the words "Maker" and "Payee" shall be deemed to include their respective heirs, personal representatives, successors and assigns. Any terms not specifically defined herein shall have the meanings ascribed to them pursuant to Article 3 of the Uniform Commercial Code. This instrument has been executed and delivered in the State of Arkansas and both the Maker and the Payee intend for this Note to be governed by and construed under applicable Arkansas law and by applicable Federal laws.

Maker hereby waives presentment, protest, demand, diligence, notice of dishonor and of nonpayment and waives, relinquishes and renounces all rights to the benefits of any statute of limitations and any moratorium, appraisalment, exemption and homestead now provided or which may hereafter be provided by any federal or state statute, including, but not limited to, exemptions provided by or allowed under the United States Bankruptcy Code, 11 U.S.C. 101 et seq., as now enacted or hereafter amended, both as to themselves and as to all of their property, whether real or personal, against the enforcement and collection of the obligations evidenced by this Note and any and all extensions, renewals, modifications, replacements and substitutions hereof.

MAKER:

Radio La Raza, LLC

By: _____
Jose Carlos Moron, Manager

Jose Carlos Moron, Individually

PAYEE:

Hawkeye Communications, Inc.

By: _____
Jerry Dietz, President

STATE OF ARKANSAS)
)
COUNTY OF FRANKLIN)

On this day came before me, a Notary Public in and for said county and state, duly commissioned and acting, Jerry Dietz, in his capacity as President of Hawkeye Communications, Inc., known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and seal as such Notary Public this _____ day of February, 2023.

Notary Public

STATE OF ARKANSAS)
)
COUNTY OF FRANKLIN)

On this day came before me, a Notary Public in and for said county and state, duly commissioned and acting, Jose Moron, in his capacity as Manager of Radio La Raza, LLC and individually, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and seal as such Notary Public this _____ day of February, 2023.

Notary Public