

TIMES OBSERVER

P.O. Box 188 • Warren, PA 16365-0188 • 814-723-8200

<i>Statement Number</i>	<i>Billing Date</i>
030295	3/31/17
<i>Account Number</i>	<i>Billing Period</i>
LR1310	MARCH 2017
<i>Total Amount Due</i>	<i>Amount Enclosed</i>
460.04	

Advertising Invoice/Statement

<i>Bill Account Name And Address</i>	<i>Remittance Address</i>
RADIO PARTNERS LLC 310 2ND AVE PO BOX 824 WARREN, PA 16365	TIMES OBSERVER 205 PENNSYLVANIA AVE W P.O. BOX 188 WARREN, PA 16365

————— Please Detach Upper Portion And Return With Payment —————

Day	Reference	Description	Dimensions	Units	Rate	Amount
		PREVIOUS BALANCE				0.00
9		LEGALS	4X 1.75	7	16.43	115.01
10		LEGALS	4X 1.75	7	16.43	115.01
15		LEGALS	4X 1.75	7	16.43	115.01
17		LEGALS	4X 1.75	7	16.43	115.01

Message

Totals			Ageing								
Display	Other Charges	Credits	Current	30 Days	60 Days	90 Days	Total Due				
460.04	.00	.00	460.04	.00	.00	.00	460.04				
<i>Statement Number</i>		<i>Billing Date</i>		<i>Terms</i>							
030295		3/31/17		Balance due upon receipt of this Advertising Invoice/Statement							
<i>Account Number</i>		<i>Billing Period</i>									
LR1310		MARCH 2017		TIMES OBSERVER P.O. Box 188 • Warren, PA 16365-0188 814-723-8200							
<i>Contract Information</i>								<i>Name Of Advertiser</i>			
<i>Expiration Date</i>		<i>Requirement</i>						RADIO PARTNERS LLC			
<i>Current Month</i>				<i>Salesperson</i>							
				CHRISTIAN MCMILLEN							

Account Number: 31843 Contract: 3184301
Account Name: F.C.C.

Air Dates: 3/8/17-3/17/17
Salesperson: House Account
Account Telephone:

F.C.C.

	Date Range	Dayparting	Len	Rate	Mon	Tue	Wed	Thu	Fri	Sat	Sun	WeeksOn	WkUnit	TotlUnit	TotalAmt
A	3/08/17- 3/10/17	7:00a- 9:00a	30s	\$0.00/spt			2	-	2	-	-	All	4	4	
A	3/15/17- 3/17/17	7:00a- 9:00a	30s	\$0.00/spt	-	-	2	-	2			All	4	4	
B	3/08/17- 3/10/17	4:00p- 6:00p	30s	\$0.00/spt			2	-	2	-	-	All	4	4	
B	3/15/17- 3/17/17	4:00p- 6:00p	30s	\$0.00/spt	-	-	2	-	2			All	4	4	

CONTRACT TOTAL: \$0.00 16 Units

Month	Units	Total
Mar17	16	\$0.00

The parties to this advertising agreement affirm that nothing in this agreement, or any of the actions, benefits and obligations relating to it, discriminate in any way on the basis of race or ethnicity.

ON FEBRUARY 22, 2017, AN APPLICATION FOR ASSIGNMENT OF LICENSE FOR WRRN, WKNB & WNAE, FROM RADIO PARTNERS, LLC TO LAUREL MEDIA, INC. WAS FILED WITH THE FEDERAL COMMUNICATIONS COMMISSION IN WASHINGTON, D.C. THE OFFICER, DIRECTOR, AND OWNER OF RADIO PARTNERS, LLC IS FRANK IORIO, JR. THE OFFICER AND DIRECTOR AND STOCKHOLDER OF LAUREL MEDIA, INC. IS DENNIS D. HEINDL. A COPY OF THE APPLICATION, AMENDMENTS AND RELATED MATERIALS ARE ON FILE FOR PUBLIC INSPECTION DURING REGULAR BUSINESS HOURS AT 310 SECOND AVENUE, 2ND FLOOR, WARREN, PA.

NOTICE

ON FEBRUARY 22, 2017, AN APPLICATION FOR ASSIGNMENT OF LICENSE FOR WRRN, WKNB & WNAE, FROM RADIO PARTNERS, LLC TO LAUREL MEDIA, INC. WAS FILED WITH THE FEDERAL COMMUNICATIONS COMMISSION IN WASHINGTON, D.C. THE OFFICER, DIRECTOR, AND OWNER OF RADIO PARTNERS, LLC IS FRANK IORIO, JR. THE OFFICER AND DIRECTOR AND STOCKHOLDER OF LAUREL MEDIA, INC. IS DENNIS D HEINDL. A COPY OF THE APPLICATION AMENDMENTS AND RELATED MATERIALS ARE ON FILE FOR PUBLIC INSPECTION DURING REGULAR BUSINESS HOURS AT 310 SECOND AVENUE, 2nd FLOOR, WARREN, PA

March 9, 10, 15, 17, 2017-41

11861



Karen White <kermit1310@gmail.com>

Fwd: WRRN WKNB WNAE Assignment Filed

5 messages

Dale Bliss <dale1310@gmail.com>
 To: Karen White <kermit1310@gmail.com>

Fri, Feb 24, 2017 at 6:24 AM

We have to do this stuff next week.

Dale R. Bliss, CRMC
 General Manager - Radio Partners LLC

WRRN/WKNB/WNAE-NewsTalk 96.7
 310 Second Avenue P.O. Box 824
 Warren, PA 16365

Office: 814-723-1310
 Cell: 814-730-7187
 Fax: 814-723-3356
 dale1310@gmail.com

Begin forwarded message:

From: Frank Iorio Jr <iorio@1320wjas.com>
Date: February 23, 2017 at 9:33:09 AM EST
To: Dale Bliss <dale1310@gmail.com>
Subject: Fwd: WRRN WKNB WNAE Assignment Filed

Frank Iorio Jr.
 President
 Radio Partners LLC
 iorio@1320wjas.com
 412-919-8527 office
 412-919-8401 direct
 412-596-0400 cell

Sent from my iPhone

Begin forwarded message:

From: "Jacobs, Rebecca" <RJacobs@wcsr.com>
Date: February 22, 2017 at 3:32:01 PM EST
To: "Frank Iorio Jr. (iorio@1320wjas.com) (iorio@1320wjas.com)" <iorio@1320wjas.com>
Cc: "Garziglia, John" <JGarziglia@wcsr.com>
Subject: WRRN WKNB WNAE Assignment Filed

PUBLIC FILE *** PUBLIC FILE *** PUBLIC FILE *** PUBLIC FILE *** PUBLIC FILE *** PUBLIC FILE *** PUBLIC FILE

Frank:

Attached is a copy of the FCC 314 Assignment application that was filed today for Radio Partners, LLC and its attachments. Below is the confirmation of filing and of fee payment. The filed application bears confirmation of filing in the upper right corner by the assignment of a file number. Also attached is a copy of the FCC Form 159 for fee payment and below is the confirmation that the fees have been paid. You should also receive a separate confirmation of payment from the FCC's bank.

Please place a copy of the FCC 314 Assignment application in each of the WRRN, WKNB and WNAE Local Public Files. If these stations have moved to the FCC online public file, the FCC will automatically place the applications in the appropriate files for the respective stations. The FCC Form 159 is for your records only and should not be placed in the public file.

The FCC's rules require the licensee to give public notice of the filing of the assignment application. The public notice must be broadcast on WRRN, WKNB and WNAE at least once daily, during any four days, beginning the second week immediately following the filing of the application. Thus, the announcements may commence in the week beginning March 8, 2017. Each announcement must be made between 7 a.m. and 9 a.m. or between 4 p.m. and 6 p.m. The announcements should be entered on the station's logs.

8-10
15-17

In addition, for WRRN and WKNB the notice must also be published in a local newspaper. If there is a daily newspaper of general circulation published in Warren, PA, the notice should be run in that newspaper twice a week for two consecutive weeks. If no daily newspaper is published in Warren, PA, but a weekly newspaper of general circulation is published there, publish the notice in that weekly newspaper once a week for three consecutive weeks. If there is neither a daily nor a weekly newspaper published in Warren, PA, then the notice should be run in the daily newspaper having the greatest general circulation in Warren, PA, twice a week for two consecutive weeks. Based on my research, it looks like the Warren Times Observer has daily circulation.

The licensee already certified to the Commission at Section VI of the application that it would comply with these public notice requirements. Although we generally do not have to file proof of compliance, we recommend that a proof of publication be obtained from the newspapers for the published notices and that copies of the proofs of publication be furnished to me for our files.

The public notices must be completed within thirty days from the date the application was filed—in other words by Friday, March 24, 2017.

We would expect to see the assignment application on FCC Public Notice within the next week or two as "accepted for filing", which will begin a statutory 30-day period for formal comment. Please let us know if any changes occur in any information contained in the assignment application, as the application must be kept current during its pendency.

Classified at timesobserver.com

TEXT OF PUBLIC NOTICE

OVER-THE-AIR AND NEWSPAPER PUBLICATION

On February 22, 2017, an application for assignment of license for ^{WRRN} ~~WRRN~~, WKNB & WNAE, from RADIO PARTNERS, LLC to LAUREL MEDIA, INC. was filed with the Federal Communications Commission in Washington, D.C. The officer, director, and owner of RADIO PARTNERS, LLC is Frank Iorio, Jr. The officer and director and stockholder of LAUREL MEDIA, INC. is Dennis D. Heindl.

A copy of the application, amendments and related materials are on file for public inspection during regular business hours at: [Station Main Studio Address].

3/1/2017

Gmail - Fwd: WRRN WKNB WNAE Assignment Filed

If you have any questions with respect to these notice requirements, please feel free to call me.

Best regards,

Rebecca

FCC MB - CDBS Electronic Filing
Application Reference Number: 20170222AAW
Successfully filed at Feb 22 2017 1:14PM

A Fee Payment is Required for this application. The Total Fee is \$3210.

Payment Summary

Bill Number	Applicant FRN	Applicant Name	Call Sign	PTC	Amount	FCC Code 1	FCC Code 2
N/A	0004978763	RADIO PARTNERS, LLC	WRRN	MPR	\$1,070.00	34927	CDBS20170222AAW
N/A	0004978763	RADIO PARTNERS, LLC	WNAE	MPR	\$1,070.00	34928	CDBS20170222AAX
N/A	0004978763	RADIO PARTNERS, LLC	WKNB	MPR	\$1,070.00	34929	CDBS20170222AAY

Total Amount Due : **\$3,210.00**

Payment Confirmation

Your transaction has been approved. For your records, please note the following:

AGENCY TRACKING ID:

PGC2923487

AUTHORIZATION NUMBER :

07338G

3/1/2017

Gmail - Fwd: WRRN WKNB WNAE Assignment Filed

AMOUNT PAID :

\$3,210.00

Rebecca E. Jacobs

Womble Carlyle Sandridge & Rice, LLP

Direct Dial: (202) 857-4547


Direct Fax: (202) 261-0047

rjacobs@wcsr.com


www.wcsr.com

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3 attachments

 **WRRN WKNB WNAE FORM 314 ASSIGNMENT OF LICENSE - Filed.pdf**
6325K

 **WRRN Form 159 Remittance Advice.pdf**
698K

 **WRRN Online Payment Confirmation.pdf**
101K

Dale Bliss <dale1310@gmail.com>

Mon, Feb 27, 2017 at 6:27 AM

To: Karen White <kernit1310@gmail.com>, Dale Bliss <dale1310@kibcoradio.com>

Dale R. Bliss, CRMC
General Manager - Radio Partners LLC

WRRN/WKNB/WNAE-NewsTalk 96.7
310 Second Avenue P.O. Box 824
Warren, PA 16365

Office: 814-723-1310
Cell: 814-730-7187
Fax: 814-723-3356
dale1310@gmail.com

3/1/2017




Gmail - Fwd: WRRN WKNB WNAE Assignment Filed

Begin forwarded message:

From: Dale Bliss <dale1310@gmail.com>
Date: February 24, 2017 at 6:24:20 AM EST
To: Karen White <kermit1310@gmail.com>
[Quoted text hidden]

[Quoted text hidden]

3 attachments

-  **WRRN WKNB WNAE FORM 314 ASSIGNMENT OF LICENSE - Filed.pdf**
6325K
-  **WRRN Form 159 Remittance Advice.pdf**
698K
-  **WRRN Online Payment Confirmation.pdf**
101K

Karen White <kermit1310@gmail.com>
To: Dale Bliss <dale1310@gmail.com>

Mon, Feb 27, 2017 at 8:12 AM

I can do this on Wednesday or Thursday when I am there.

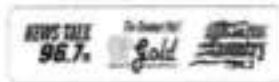
[Quoted text hidden]

Dale Bliss <dale1310@gmail.com>
To: Karen White <kermit1310@gmail.com>, Dale Bliss <dale1310@gmail.com>

Tue, Feb 28, 2017 at 2:10 PM

ok thursday - please remind me and we will get it done
[Quoted text hidden]

--



Dale R. Bliss, CRMC
General Manager

310 Second Avenue, P.O. Box 824
Warren, PA 16365
Office: 814-723-1310 Cell: 814-730-7187
dale1310@gmail.com

Karen White <kermit1310@gmail.com>
To: Dale Bliss <dale1310@gmail.com>

Tue, Feb 28, 2017 at 2:12 PM

ok
[Quoted text hidden]

FCC MB - CDBS Electronic Filing
Application Reference Number: 20170222AAW
Successfully filed at Feb 22 2017 1:14PM

A Fee Payment is Required for this application. The Total Fee is \$3210.

You can use the FCC's Electronic Form 159 System to pay electronically and/or to print out an appropriate Form 159. Press the button below now or return to this screen later by pressing the "Pay Fee" button on the CDBS Main Menu/ Informal Menu. See the [CDBS User's Guide](#) for more information about fee payment.

[Electronic Form 159](#)

[Return to Main Menu](#)

[Logout](#)

Payment must be received by US Bank within 14 (calendar) days of the date that the application is officially received by the Media Bureau's electronic filing system (indicated by the reference number above). This deadline applies to any payment submission method (electronic or via a paper check). If payment is not received in time, the filed application will be considered to be **not paid** and will therefore not be processed by the MB.

Federal Communications Commission
Washington, D.C. 20554

Approved by OMB
3060-0031 (June 2014)

FOR FCC USE ONLY

FCC 314

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

FOR COMMISSION USE ONLY
FILE NO.
- 20170222AAW

Read INSTRUCTIONS Before Filling Out Form

Section I - General Information

1.	Legal Name of the Licensee/Permittee RADIO PARTNERS, LLC		
	Mailing Address 200 FLEET STREET FOURTH FLOOR		
	City PITTSBURGH	State or Country (if foreign address) PA	Zip Code 15220 -
	Telephone Number (include area code) 7248464100	E-Mail Address (if available) IORJO@1320WJAS.COM	
	FCC Registration Number: 0004978763	Call Sign WRRN	Facility ID Number 34927
2.	Contact Representative (if other than licensee/permittee) JOHN F. GARZIGLIA	Firm or Company Name WOMBLE CARLYLE SANDRIDGE & RICE LLP	
	Mailing Address 1200 19TH STREET, N.W. 5TH FLOOR		
	City WASHINGTON	State or Country (if foreign address) DC	ZIP Code 20036 -
	Telephone Number (include area code) 2028574455	E-Mail Address (if available) JGARZIGLIA@WCSR.COM	
3.	Legal Name of the Assignee LAUREL MEDIA, INC.		
	Mailing Address 602 HYDE AVENUE		
	City RIDGWAY	State or Country (if foreign address) PA	ZIP Code 15853 -
	Telephone Number (include area code) 8147729700	E-Mail Address (if available)	
4.	Contact Representative (if other than assignee) MICHAEL W. RICHARDS, ATTORNEY	Firm or Company Name LAW OFFICE OF MICHAEL W. RICHARDS LC	
	Mailing Address 7008 WESTMORELAND AVE. SUITE E-8		
	City TAKOMA PARK	State or Country (if foreign address) MD	Zip Code 20912 -
	Telephone Number (include area code) 2026575780	E-Mail Address (if available) MICHAEL@MICHAELRICHARDS.US	

5.	<p>If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114):</p> <p><input type="radio"/> Governmental Entity <input type="radio"/> Noncommercial Educational Licensee/Permittee <input type="radio"/> Other</p> <p><input checked="" type="radio"/> N/A (Fee Required)</p>	
6.	<p>Purpose of Application:</p> <p><input checked="" type="radio"/> Assignment of license</p> <p><input type="radio"/> Assignment of construction permit</p> <p><input type="radio"/> Amendment to pending application</p> <p>File number of pending application: -</p> <p>If an amendment, submit as an Exhibit a listing by Section and Question Number of the portions of the pending application that are being revised.</p>	[Exhibit 1]
7.	<p>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 73.5001)?</p> <p>If yes, list pertinent authorizations in an Exhibit.</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>[Exhibit 2]</p>
8.	<p>a. 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)?</p> <p>b. If yes to 8(a), have all such stations operated for at least 4 years with a minimum operating schedule since grant pursuant to the point system?</p> <p>If no, list pertinent authorizations in an Exhibit and include in the Exhibit a showing that the transaction is consistent with the holding period requirements of 47 C.F.R. Section 73.7005(a).</p> <p>c. LPFM Licenses Only: Has the assignor held the station license and operated the station for at least three years?</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p>[Exhibit 3]</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p>
9.	<p>a. 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)?</p> <p>b. If yes to 9(a), have all such stations operated for at least 4 years with a minimum operating schedule since grant?</p> <p>c. If no to 9(b), do both the assignor/transferor and assignee/transferee qualify for the Tribal Priority in all respects?</p> <p>If no, list pertinent authorizations in an Exhibit and include in the Exhibit a showing that the transaction is consistent with the established Tribal Priority holding period restrictions, or that the policy should be waived.</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p>[Exhibit 4]</p>

Section II - Assignor

1.	<p>Certification. Licensee/permittee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Licensee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
2.	<p>Authorizations to be Assigned. List the authorized stations and construction permits to be assigned. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned. Include main stations, FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.</p>	

[Enter Station Information]

List the authorized stations and construction permits to be assigned. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned. Include main stations, FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
34927	WRRN	-	WARREN	PA
Facility ID Number	Call Sign	or Construction Permit File Number	City	State
34928	WNAE	-	WARREN	PA
Facility ID Number	Call Sign	or Construction Permit File Number	City	State
34929	WKNB	-	CLARENDON	PA

3. **Agreements for Sale of Station.** Licensee/permittee certifies that:

- it has placed in its public inspection file(s) and submitted as an exhibit to this item copies of all agreements for the sale of the station(s);
- these documents embody the complete and final understanding between licensee/permittee and assignee; and
- these agreements comply fully with the Commission's rules and policies.

Exhibit Required

Yes No
[Exhibit 5]

4. **Other Authorizations.** List call signs, locations and facility identifiers of all other broadcast stations in which licensee/permittee or any party to the application has an attributable interest.

N/A
[Exhibit 6]

5. **Character Issues.** Licensee/permittee certifies that neither licensee/permittee nor any party to the application has or has had any interest in, or connection with:

- 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
- any pending broadcast application in which character issues have been raised.

Yes No
See Explanation in
[Exhibit 7]

6. **Adverse Findings.** Licensee/permittee certifies that, with respect to the licensee/permittee 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 No
See Explanation in
[Exhibit 8]

7. **Local Public Notice.** Licensee/permittee certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.

Yes No

8. **Auction Authorization.** Licensee/permittee 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.

Yes No
 N/A
See Explanation in
[Exhibit 9]

9. **Anti-Drug Abuse Act Certification.** Licensee/permittee certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.

Yes No

10. **Anti-Discrimination Certification.** Licensee/permittee 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 No
 N/A

See Explanation in
[Exhibit 10]

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations.

Typed or Printed Name of Person Signing FRANK IORIO, JR.	Typed or Printed Title of Person Signing SOLE MEMBER
Signature	Date 2/22/2017

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Section III - Assignee

1. Certification. 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.	<input checked="" type="radio"/> Yes <input type="radio"/> No
2. Assignee is: <input type="radio"/> an individual <input type="radio"/> a general partnership <input checked="" type="radio"/> a for-profit corporation <input type="radio"/> a limited partnership <input type="radio"/> a not-for-profit corporation <input type="radio"/> a limited liability company (LLC/LC) <input type="radio"/> other	
a. If "other", describe nature of applicant in an Exhibit.	[Exhibit 11]
b. 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.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A FCC File Number -
c. Radio Station applicants only: Proposed assignees of noncommercial educational or LPFM stations that answered "No" to Question 2(b) must include an exhibit that describes the assignee's educational objective and how the station will be used to advance an educational program that will further that objective according to 47 C.F.R. Section 73.503 (for radio applicants), 47 C.F.R. Section 853 (for LPFM applicants).	[Exhibit 12]
3. Agreements for Sale of Station. Assignee certifies that: a. the written agreements in the licensee/permittee's public inspection file and submitted to the Commission embody the complete and final agreement for the sale of the station(s) which are to be assigned; and b. these agreements comply fully with the Commission's rules and policies.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 13]
4. Parties to the Application. a. List the assignee, and, if other than a natural person, its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. If a corporation or partnership holds an attributable interest in the assignee, list separately its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. Create a separate row for each individual or entity. Attach additional pages if necessary. (1) Name and address of the assignee and each party (2) Citizenship.	

to the application holding an attributable interest (if other than individual also show name, address and citizenship of natural person authorized to vote the stock or holding the attributable interest). List the assignee first, officers next, then directors and, thereafter, remaining stockholders and other entities with attributable interests, and partners.

(3) Positional Interest: Officer, director, general partner, limited partner, LLC member, investor/creditor attributable under the Commission's **equity/debt plus** standard., etc.

(4) Percentage of votes.

(5) Percentage of total assets (debt plus equity).

[Enter Parties/Owners Information]

4a. Parties to the Application

List the assignee, and, if other than a natural person, its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. If a corporation or partnership holds an attributable interest in the assignee, list separately its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. Create a separate row for each individual or entity.

(1) Name and address of the assignee and each party to the application holding an attributable interest (if other than individual also show name, address and citizenship of natural person authorized to vote the stock or holding the attributable interest). List the assignee first, officers next, then directors and, thereafter, remaining stockholders and other entities with attributable interests, and partners.

(2) Citizenship.

(3) Positional Interest: Officer, director, general partner, limited partner, LLC member, investor/creditor attributable under the Commission's **equity/debt plus** standard., etc.

(4) Percentage of votes.

(5) Percentage of total assets(debt plus equity).

(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of total assets(debt plus equity)
LAUREL MEDIA, INC. 602 HYDE AVENUE, RIDGWAY, PA 15853	US	ASSIGNEE	0	0

(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of total assets(debt plus equity)
DENNIS D. HEINDL, 602 HYDE AVENUE, RIDGWAY, PA 15853	US	OFFICER, DIRECTOR, STOCKHOLDER	100	100

or [Exhibit 14]

b. Assignee certifies that equity interests not set forth above are non-attributable.	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A See Explanation in [Exhibit 15]
5. Other Authorizations. List call signs, locations and facility identifiers of all other broadcast stations in which licensee/permittee or any party to the application has an attributable interest.	<input type="checkbox"/> N/A [Exhibit 16]
6. Multiple Ownership.	
a. Is the assignee or any party to the application the holder of an attributable radio or television 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? If "Yes," radio applicants must submit as an Exhibit a copy of each such agreement for radio stations.	<input type="radio"/> Yes <input checked="" type="radio"/> No [Exhibit 17]
b. Assignee certifies that the proposed assignment complies with the Commission's multiple ownership rules and cross-ownership rules.	<input checked="" type="radio"/> Yes <input type="radio"/> No

<p>AM and/or FM Radio applicants only: If "Yes," submit an Exhibit providing information regarding the market, broadcast station(s), and other information necessary to demonstrate compliance with 47 C.F.R. § 73.3555(a).</p> <p>All applicants: If "No," submit as an Exhibit a detailed explanation in support of an exemption from, or waiver of, 47 C.F.R. § 73.3555.</p>	<p>[Exhibit 18]</p>
<p>c. Assignee certifies that the proposed assignment:</p> <ol style="list-style-type: none"> 1. does not present an issue under the Commission's policies relating to media interests of immediate family members; 2. complies with the Commission's policies relating to future ownership interests; and 3. complies with the Commission's restrictions relating to the insulation and nonparticipation of non-party investors and creditors. 	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 19]</p>
<p>d. Does the Assignee claim status as an "eligible entity," that is, an entity that qualifies as a small business under the Small Business Administration's size standards for its industry grouping (as set forth in 13 C.F.R. § 121-201), and holds (1) 30 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet; or (2) 15 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet, provided that no other person or entity owns or controls more than 25 percent of the outstanding stock or partnership interests; or (3) more than 50 percent of the voting power of the corporation that will own the media outlet (if such corporation is a publicly traded company)?</p> <p>All applicants: If "Yes," submit as an Exhibit a detailed showing demonstrating proof of status as an eligible entity.</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>See Explanation in [Exhibit 20]</p>
<p>e. Does this assignment include a grand-fathered cluster of stations?</p> <p>All applicants: If "Yes", 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><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p>A. An Eligible Entity (as defined in Item 6d, above).</p> <p>B. An Irrevocable Trust that will assign the station(s) to an Eligible Entity.</p> <p>All applicants: If "Yes" to Item 6e A or B: Submit as an Exhibit a copy of the form of irrevocable trust agreement providing for the assignment of the station(s) to an Eligible Entity.</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>See Explanation in [Exhibit 21]</p>
<p>7. Character Issues. Assignee certifies that neither assignee nor any party to the application has or has had any interest in, or connection with:</p> <ol style="list-style-type: none"> 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. 	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 22]</p>
<p>8. 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.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 23]</p>
<p>9. Alien Ownership and Control. Assignee certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 24]</p>
<p>10. 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.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 25]</p>
<p>11. 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</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>

	concern facing the station's community of license and service area.	
12.	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.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 26]
13.	Anti-Drug Abuse Act Certification. Assignee certifies that neither assignee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No
14.	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.	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing DENNIS D. HEINDL	Typed or Printed Title of Person Signing PRESIDENT
Signature	Date 2/17/2017

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Exhibits

Attachment 5

Description
<u>Asset Purchase Agreement</u>
<u>Escrow Agreement</u>

Exhibit 6

Description: OTHER AUTHORIZATIONS

A PRINCIPAL OF THE PROPOSED ASSIGNOR IS A PRINCIPAL IN THE LICENSEE OF WJAS(AM), PITTSBURGH, PA.

Attachment 6

Exhibit 13

Description: AGREEMENTS

Attachment 13

Description
<u>Asset Purchase Agreement</u>
<u>Escrow Agreement</u>

Exhibit 16

Description: OTHER AUTHORIZATIONS

WKBI(AM), FACILITY ID NO. 65603, ST. MARYS, PA

WKBI-FM, FACILITY ID NO. 65604, ST. MARYS, PA

WDDH(FM), FACILITY ID NO. 6683, ST. MARYS, PA

W233BS, FACILITY ID NO. 141204, ST. MARYS, PA

Attachment 16

Exhibit 18

Description: COMPLIANCE WITH MULTIPLE OWNERSHIP RULES

PLEASE SEE ATTACHED.

Attachment 18

Description
Multiple Ownership Study - Non-Rated Market

ASSET PURCHASE AGREEMENT

by and between

RADIO PARTNERS, LLC

and

LAUREL MEDIA, INC.

for the Purchase and Sale of

Radio Stations

WRRN(FM), WKNB(FM) & WNAE(AM)

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered effective as of this 14th day of February, 2017 by and between RADIO PARTNERS, LLC, a Pennsylvania limited liability company ("Seller"); and LAUREL MEDIA, INC., a Pennsylvania corporation ("Buyer"),

Recitals

WHEREAS, Seller is the licensee of radio stations WRRN(FM), FCC Facility ID No. 34927 and WNAE(AM), FCC Facility ID No. 34928, Warren, Pennsylvania, and WKNB(FM), FCC Facility ID No. 34929, Clarendon, Pennsylvania (the "Stations") pursuant to authorizations (the "Stations' Licenses") issued by the Federal Communications Commission ("FCC" or "Commission"); and

WHEREAS, Buyer wishes to purchase, and Seller wishes to sell, assets relating to the Stations, and seek the consent of the FCC for an assignment of the Stations' Licenses, subject to the prior approval of the FCC and the other terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and covenants set forth below, the parties hereby agree as follows:

Section 1 Purchase of Assets

1.1 Assets to be Sold. On the Closing Date, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the following assets, free and clear of all liens and encumbrances (the "Stations' Assets"):

- (a) All of Seller's rights and interests in and to the Stations' Licenses listed on **Schedule 1.1(a)** of this Agreement;
- (b) All owned real property and towers used or held for use in the operations of the Stations, and all of Seller's appurtenant easements, fixtures and improvements located thereon, described in **Schedule 1.1(b)** (the "Owned Real Property");
- (c) The tangible assets listed on **Schedule 1.1(c)** of this Agreement (the "Tangible Personal Property"), which shall include the WRRN Transmitter described in Section 5.1(a)(iii) of this Agreement.

- (d) All contracts, agreements and leases (the "Contracts") used in the ordinary course of the Stations' business, including all agreements for the sale of broadcast time and those listed in **Schedule 1.1(d)** of this Agreement;
- (e) The intangible assets (the "Intangible Assets") listed on **Schedule 1.1(e)** of this Agreement; and
- (f) Books, files, and records specifically relating to the Stations' Assets and used directly in connection with operations of the Stations' Assets.

1.2 Excluded Assets. The Stations' Assets shall not include cash, deposits, marketable securities, accounts receivable, security deposits, FM translator W244CU, Seller's business records not used directly in connection with the operations of the Stations' Assets, nor personal furniture and furnishings, art, mementos, awards, photographs and similar items.

1.3 Liabilities. Buyer shall assume all liabilities and obligations arising on or subsequent to the Closing Date under the Stations' Assets. Other than such liabilities and obligations, Buyer expressly does not, and shall not, assume or be deemed to have assumed, under this Agreement or otherwise by reason of the transactions contemplated hereby, any other liabilities, obligations or commitments of Seller.

1.4 Purchase Price. At the Closing, Buyer shall pay Seller ONE MILLION DOLLARS (\$1,000,000.00) for the Stations' Assets (the "Purchase Price") by authorizing the delivery of the Escrow Deposit and the delivery of a wire transfer in immediately available funds to an account or accounts designated by Seller.

1.5 Escrow. On the date of this Agreement, Buyer shall deliver to Larry A. Housholder as escrow agent (the "Escrow Agent"), the sum of \$50,000.00 in readily available funds to be held in escrow (the "Escrow Deposit") pending the Closing of the transaction pursuant to the Escrow Agreement among Seller, Buyer and Escrow Agent. At Closing, the Escrow Deposit shall be delivered to Seller and the accrued interest delivered to Buyer. In the event that this Agreement is terminated by Seller due to a material default in the observance or performance of any term or covenant hereunder or a material breach of any material term, representation, warranty or covenant hereunder by Buyer, and Seller is not materially in default or breach of this Agreement, the Escrow Deposit and any accrued interest thereon shall be disbursed to Seller as its exclusive remedy. If this Agreement is terminated for any other reason, the Escrow Deposit and any interest accrued thereon shall be immediately disbursed to Buyer. The parties shall each instruct the Escrow Agent to disburse the Escrow Deposit and all interest thereon to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement.

1.6 Allocation. The Purchase Price shall be allocated to the Stations' Assets in accord with a schedule to be delivered by Seller to Buyer prior to the Closing Date. Seller and Buyer shall use such allocation for tax, accounting, and all other purposes including the filing of

their respective tax returns reflecting the allocation in accordance with requirements of Section 1060 of the Internal Revenue Code of 1986, as amended.

1.7 Accounts Receivable. Accounts receivable, whether for cash, services or merchandise, in connection with the broadcasting operations of the Stations, including but not limited to accounts receivable for broadcast time, arising prior to the Closing Date (the "Seller's Accounts Receivable"), shall remain the property of the Seller. For a period of one-hundred eighty days (180) days after the Closing Date (the "Collection Period"), Buyer shall, without charge to Seller, use commercially reasonable efforts to collect all Seller's Accounts Receivable in the ordinary course of business and shall apply all amounts collected from the Station's account debtors to the oldest account first, unless the advertiser disputes in good faith in writing an older account and designates the payment to a newer account. Any amounts relating to Seller's Accounts Receivable that are paid directly to Seller shall be retained by Seller. Buyer shall not discount, adjust or otherwise compromise any Seller's Accounts Receivable and Buyer shall refer any disputed Seller's Accounts Receivable to Seller. Within five calendar days after the end of each calendar month, Buyer shall deliver to Seller a report showing Seller's Accounts Receivable collections for the just concluded calendar month and Buyer shall make a payment, without offset, to Seller equal to the amount of all such collections. At the end of the Collection Period, any remaining Seller's Accounts Receivable shall be returned to Seller for collection.

Section 2 **Date of Closing**

2.1 Closing Date. The closing of the transactions contemplated in this Agreement (the "Closing") shall take place on the date (the "Closing Date") that is five (5) business days after the FCC shall have granted the FCC Consent, as defined in Section 6 of this Agreement, without any conditions or modifications that are materially adverse to Buyer's operation of the Station or that materially diminish the rights of a licensee with respect to the Station (except for any such conditions that are accepted by Buyer in writing), and no complaint, petition, protest, appeal, request or other filing seeking to disturb the FCC Consent shall be pending, and the time for submitting any such filing and the additional time in which the FCC may, at its own motion, rescind the FCC Consent, shall have expired pursuant to the Communications Act of 1934 and the rules, regulations and policies of the FCC ("Finality").

2.2 Closing Time and Location. The Closing shall take place commencing at 10:00 a.m. local time at the business offices of Seller, or at such other time, location and/or manner (including exchange of closing documents by facsimile or electronic transmission) agreeable to the parties.

Section 3 **Seller's Representations and Warranties**

Seller hereby represents and warrants to Buyer as follows:

3.1 Organization, Authorization and Binding Obligation. Seller is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. Seller has full power and authority to own and operate Stations and to carry on the business of the Stations as now being conducted, and as proposed to be conducted by it between the date hereof and the Closing Date. Seller has full power and authority to enter into and perform this Agreement and the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Seller have been duly and validly authorized by all necessary entity action on its part. This Agreement constitutes Seller's valid, legal and binding obligation, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally, and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.2 Absence of Conflicting Agreements or Required Consents. Seller's execution, delivery and performance of this Agreement (a) does not require the consent of any third party, except for the FCC Consent; (b) to the best of Seller's knowledge, will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; (c) will not, either alone or with the giving of notice or the passage of time or both, conflict with, constitute grounds for termination of, or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any agreement, instrument or permit; (d) will not result in the creation of any lien, charge or encumbrance on any of the Stations' Assets; and (e) will not in any way affect or violate the terms or conditions of, or result in the cancellation, modification, revocation or suspension of, any of the Stations' Licenses.

3.3 Liabilities. Except for liens that will be satisfied on or prior to the Closing Date, there are no liens or encumbrances against the Stations' Assets, other than the lien of taxes not yet due and payable (collectively, "Permitted Liens").

3.4 Stations' Licenses. Seller is the authorized legal holder of the Stations' Licenses. The Stations' Licenses are in full force and effect. No material legal proceedings are now pending before any governmental authority with respect to the Stations, other than proceedings of general applicability. Seller knows of no facts relating to the Stations that would cause the FCC to delay or deny its consent to the assignment of the Stations' Licenses to Buyer hereunder, institute revocation proceedings against the Stations Licenses, or otherwise subject the Stations Licenses to expiration prior to its stated license renewal date. Subject to the Communications Act of 1934 and the FCC rules and regulations promulgated thereunder (the "FCC Rules and Regulations") and the issuance of FCC Consent, the Stations' Licenses are assignable from Seller to Buyer.

3.5 Tangible Personal Property. Seller owns and has good title to each item of Tangible Personal Property to be transferred to Buyer, and none of this Tangible Personal Property is subject to any liens or encumbrances. The Tangible Personal Property is being sold

in the condition existing as of the date of this Agreement, normal wear and tear excepted, without any further representations or warranties other than the transfer of good title on the Closing Date to such assets.

3.6 Owned Real Property. The description of the Owned Real Property attached as Schedule 1.1(b) is a complete and accurate description of the subject Owned Real Property. Such Owned Real Property constitutes all the real property owned or used by Seller in the operations of the Stations. There is no proceeding in eminent domain or any similar proceeding pending, or, to Seller's Knowledge, threatened, affecting the Owned Real Property.

3.7 Contracts. Seller has delivered to Buyer true copies of the Contracts listed on Schedule 1.1(d). Schedule 1.1(d) lists, but is not limited to, all material executory Contracts related to the operation of the Station or to the conduct of the Station's business to which Seller is a party or under which the Station has obligations or enjoys benefits, excluding contracts for the sale of on-air spot time, commercial time, programs and announcements.

3.8 Litigation. There is no litigation or proceeding pending or, to the best of its knowledge, threatened against Seller in any federal, state or local court, or before any administrative agency, which would have a material adverse effect upon the ability of the parties hereto to consummate the transactions contemplated in this Agreement or which seeks to enjoin or prohibit, or otherwise questions the validity of, any action taken or to be taken pursuant to or in connection with this Agreement.

3.9 Brokers. There is no broker or finder or other person who would have any valid claim through Seller against any of the parties to this Agreement for a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement of, or action taken by, Seller.

Section 4 **Buyer's Representations and Warranties**

Buyer hereby represents and warrants to Seller as follows:

4.1 Organization, Authorization and Binding Obligation. Buyer is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. Buyer has full power and authority to enter into and perform this Agreement and the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Buyer have been duly and validly authorized by all necessary corporate action on its part. This Agreement constitutes Buyer's valid, legal and binding obligation, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally, and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.2 Absence of Conflicting Agreements or Required Consents. Buyer's execution, delivery and performance of this Agreement (a) does not require the consent of any third party, except for the FCC Consent; (b) will not violate any provision of Buyer's organizational or operating documents; (c) to the best of Buyer's knowledge, will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; and (d) will not, either alone or with the giving of notice or the passage of time or both, conflict with, constitute grounds for termination of, or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any agreement, instrument or permit.

4.3 FCC Qualifications. Buyer has no knowledge of any facts which would, under present law (including the Communications Act of 1934, as amended) and the FCC Rules and Regulations, disqualify Buyer as an assignee of the Stations' Licenses or as an owner and/or operator of the Stations' Assets, and Buyer will not take, or unreasonably fail to take, between now and the Closing Date any action which Buyer knows or has reason to know would cause such disqualification. Buyer is legally and otherwise qualified to be the licensee of, acquire, own and operate the Stations under the Communications Act and the FCC Rules and Regulations.

4.4 Financial Qualifications. Buyer has the firm financial commitments necessary to proceed to a closing of the transaction on the Closing Date and to pay the Purchase Price.

4.5 Litigation. There is no litigation or proceeding pending or, to the best of its knowledge, threatened against Buyer in any federal, state or local court, or before any administrative agency, which would have a material adverse effect upon the ability of the parties hereto to consummate the transactions contemplated in this Agreement or which seeks to enjoin or prohibit, or otherwise questions the validity of, any action taken or to be taken pursuant to or in connection with this Agreement.

4.6 Brokers. Buyer has not retained any brokers who are entitled to any commission or finder's fee in connection with the transactions contemplated by this Agreement.

Section 5 **Pre-Closing Covenants**

5.1 Pre-Closing Covenants of Seller. Between the date hereof and the Closing Date, except as contemplated by this Agreement or with the prior written consent of Buyer:

- (a) Affirmative Covenants. Seller shall:
 - (i) Maintain and preserve the Stations' Licenses without material change, in accord with the Communications Act, the FCC Rules and Regulations, and any other applicable federal, state or local rules and regulations;

- (ii) Notify Buyer of any litigation or administrative proceeding pending or, to its knowledge, threatened against Seller which is likely to delay or otherwise interfere with Closing or otherwise adversely affect any of the Stations' Licenses; any material damage or destruction of any of the Stations' Assets; and any adverse change in the condition of the Stations which is likely to delay or otherwise interfere with Closing, or otherwise adversely affect any of the Stations' Licenses; and
 - (iii) Purchase, pay for and arrange for delivery to WRRN of a new broadcast transmitter for WRRN in a size and wattage sufficient to operate WRRN with its FCC licensed power, with the subsequent installation of the transmitter into service to be at Buyer's expense.
- (b) Negative Covenants. Seller shall not:
- (i) Create, assume or permit to exist any mortgage, pledge, lien or other charge or encumbrance or rights affecting any of the Stations' Assets that will not be extinguished on or prior to the Closing Date;
 - (ii) Sell, assign, lease or otherwise transfer or dispose of any of the Stations' Assets;
 - (iii) Waive any material right relating to the Stations or the Stations' Assets;
 - (iv) Take any other action inconsistent with its obligations under this Agreement or which could hinder or delay the consummation of the transactions contemplated by this Agreement; or
 - (v) Either itself or through any of its officers, directors, shareholders, employees, agents or any other person or entity acting on Seller's behalf, directly or indirectly, solicit or initiate any offer from, or conduct any negotiations with, any person or entity other than Buyer or its assignee(s) concerning the direct or indirect acquisition of the Stations.

5.2 Pre-Closing Covenants of Buyer.

- (a) Buyer shall deliver to Seller any reasonable documentation as may be requested by Seller prior to the Closing Date to demonstrate its financial commitments and ability to consummate the transaction and pay the Purchase Price on the Closing Date; and

- (b) Buyer shall not directly or indirectly control, supervise or direct the operations of the Stations; such operations, including complete control and supervision of all Stations programs, employees, policies and finances shall be the sole responsibility of Seller.

5.3 Joint Pre-Closing Covenant. Seller and Buyer will join together in seeking any required third-party consents to the assignment and assumption of the Contracts. Seller shall be required to use only commercially reasonable efforts to obtain required material consents or authorizations for an assignment of the Contracts, and the failure of Seller to obtain any third party consents shall not be a failure of a condition to Closing.

Section 6 **FCC Consent**

The assignment of the Stations' Licenses from Seller to Buyer as contemplated by this Agreement is subject to the prior consent and approval of the FCC (the "FCC Consent") pursuant to an application filed by Seller and Buyer with the FCC (the "Assignment Application"). The Buyer shall join with Seller to complete the Assignment Application which shall be filed by Seller within ten (10) business days of the date of this Agreement. Buyer and Seller shall each fully prosecute the Assignment Application with all diligence and shall otherwise use commercially reasonable efforts to obtain the grant of such application as expeditiously as practicable. The FCC filing fee for the Assignment Application shall be paid one-half by Seller and one-half by Buyer. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

Section 7 **Instruments of Conveyance and Transfer.**

7.1 Stations' Assets. At Closing, Seller shall deliver to Buyer instruments effecting the sale, transfer, assignment and conveyance of Seller's right, title and interest in and to the Stations' Assets to Buyer pursuant to the terms of this Agreement, and Buyer shall deliver to Seller instruments effecting the assumption by Buyer of Seller's obligations under the Stations' Assets pursuant to the terms of this Agreement, including without limitation the following:

- (a) **Assignment and Assumption of Licenses.** An assignment and assumption of all right, title and interest in and to the Stations' Licenses to be assigned pursuant to Section 1.1(a) of this Agreement;
- (b) **Special Warranty Deed.** A special warranty deed for the Owned Real Property to be assigned pursuant to Section 1.1(b) of this Agreement;

- (c) **Bill of Sale.** A bill of sale transferring and delivering to Buyer all right, title and interest in and to the Tangible Personal Property described in Schedule 1.1(c) of this Agreement, free and clear of all liens and encumbrances;
- (d) **Assignment and Assumption of Contracts.** An assignment and assumption of the Contracts described in Section 1.1(d) of this Agreement;
- (e) **Assignment and Assumption of Intangible Assets.** An assignment and assumption of the Intangible Assets described in Section 1.1(e) of this Agreement; and
- (f) **Further Instruments.** Further instruments and documents that may be reasonably necessary to effectuate the transactions contemplated under this Agreement.

Section 8 **Payment of Purchase Price**

At Closing, Buyer shall deliver the Purchase Price to Seller in accordance with Section 1.4 of this Agreement.

Section 9 **Expenses and Adjustments**

9.1 Legal, Accounting and Other Transaction Expenses. Each party shall pay all of its own legal, accounting and other expenses which it incurs in connection with the transactions contemplated herein, except as may be otherwise provided in Section 6 with regard to the FCC filing fee for the Assignment Application.

9.2 Transfer Taxes, Fees and Expenses. All federal, state and local sales and transfer taxes, if any, and any recording costs related to the transfer of the Assets, shall be paid by Buyer.

9.3 Stations' Income and Expenses. The operation of the Station and the income and expenses attributable thereto up until 11:59 p.m. on the day preceding the Closing Date shall be for the account of Seller and thereafter for the account of Buyer. At Closing, the following shall be adjusted and apportioned between Seller and Buyer:

- (a) Deposits placed with telephone and utility companies, and any advance rents or deposits with service companies or suppliers which shall be for the credit of the Seller;

- (b) The annual FCC regulatory fees for the Stations; and
- (c) All other taxes, charges, utility bills, and expenses attributable to the operation of the Station prior to Closing.

9.4 Closing Adjustments. In the event Closing adjustments are in favor of Seller, the same shall be paid at Closing by check of Buyer or added to the Purchase Price. In the event that Closing adjustments are in favor of Buyer, the same shall be paid by check of Seller or deducted from the Purchase Price. In the event it is impractical or impossible to compute the amounts of adjustments at Closing, the amount shall be computed and paid on a date no later than 120 days following the Closing Date, except for adjustments to the anticipated amount of FCC Regulatory Fees. Adjustments for differences between estimated and actual FCC Regulatory Fees shall be paid within 30 days of the annual FCC Public Notice establishing such Regulatory Fees for the period up to Closing for which such Regulatory Fees are due.

Section 10 **Risk of Loss**

The risk of any loss, damage or destruction to any of the Stations' Assets from fire or other casualty or cause shall be borne by Seller at all times prior to Closing, and Buyer shall bear the risk of any such loss or damage thereafter.

Section 11 **Termination Rights and Remedies**

11.1 Termination Rights. This Agreement may be terminated prior to the Closing, upon written notice to the other, provided that the terminating party is not then in material breach or default of this Agreement, upon the occurrence of any of the following:

- (a) By Seller:
 - (i) for a material default by Buyer in the observance or performance of any term or covenant hereunder or a material breach of any material term, representation, warranty or covenant hereunder, which is not cured by the earlier of the Closing Date or within twenty (20) days after written notice of the breach;
 - (ii) if Buyer fails to timely deliver the Escrow Deposit pursuant to Section 1.5 of this Agreement; or
 - (iii) if Buyer fails to appear and consummate the transaction on the Closing Date.
- (b) By Buyer:

- (i) for a material default by Seller in the observance or performance of any term or covenant hereunder or a material breach of any material term, representation, warranty or covenant hereunder, which is not cured by the earlier of the Closing Date or within twenty (20) days after written notice of the breach; or
 - (ii) if Seller fails to appear and consummate the transaction on the Closing Date.
- (c) By either Buyer or Seller
- (i) if the FCC denies the Assignment Application and such denial is not the fault, directly or indirectly, of the terminating party; or
 - (ii) if the Closing has not occurred on or prior to the date that is twelve (12) months subsequent to date of this Agreement.

The termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

11.2 Specific Performance. In the event of a default by Seller pursuant to Sections 11.1(b)(i) or 11.1(b)(ii) above, Buyer may bring an action to enforce the terms of this Agreement by decree of specific performance (subject to obtaining any necessary FCC consent), it being agreed that the Stations' Assets include unique property that cannot be readily obtained on the open market and that Buyer will be irreparably injured if this Agreement is not specifically enforced. Seller agrees to waive the defense in any such action for decree of specific performance that Buyer has an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy.

11.3 Deposit. In the event of a default by Buyer pursuant to Section 11.1(a)(i) or Section 11.1(a)(iii) above, Seller shall be entitled to receive the Escrow Deposit as liquidated damages, it being agreed that the actual amount of damages would be difficult to determine and that this amount is a reasonable estimate thereof and receipt of such amount shall be Seller's sole remedy at law or in equity. If this Agreement is terminated for any other reason, the Escrow Deposit shall be returned to Buyer.

Section 12 **Indemnification**

12.1 Seller's Indemnities. Seller shall indemnify, defend and hold Buyer harmless from and against any and all losses, costs, liabilities, claims, actions, damages and expenses (including reasonable legal fees and other expenses incident thereto) of every kind, nature or description, arising out of or in connection with (a) the breach of any representation, warranty, covenant or agreement of Seller set forth in this Agreement (including the schedules hereto); (b)

any claims arising as the result of the failure of Seller to comply with the provisions of any bulk sales or similar laws applicable to the transfer of the Stations' Assets to Buyer; (c) any liability of Seller not assumed by Buyer at Closing; or (d) any claim relating to the conduct of the business and operations of the Stations and the Stations' Assets by Seller prior to the Closing Date.

12.2 Buyer's Indemnities. Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, costs, liabilities, claims, actions, damages and expenses (including reasonable legal fees and other expenses incident thereto) of every kind, nature or description arising out of, or in connection with (a) the breach of any representation, warranty, covenant or agreement of Buyer set forth in this Agreement; (b) any liability of Buyer; or (c) any claim relating to the conduct of the business and the operation of the Stations and the Stations' Assets by Buyer on or after the Closing Date.

12.3 Notice of Claim. If any action, suit or proceeding shall be commenced by a third party against Buyer or Seller, as the case may be, in respect of which Buyer or Seller proposes to seek indemnification from the other under this Section 12 (a "Third-Party Claim"), then such party shall promptly notify the party from whom indemnification is sought (hereinafter the "Indemnifying Party") to that effect. The Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the defense of such Third-Party Claim, and the other party shall cooperate with all reasonable requests of the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred as the result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of a Third-Party Claim, then the other party shall have the right to participate in the defense of such claim at its own expense. If a Third-Party Claim requires immediate action, then the parties will make every effort to reach a decision with respect thereto as expeditiously as possible. If the Indemnifying Party does not elect to assume control or otherwise participate in the defense of any Third-Party Claim, then it shall be bound by the results obtained by the other party with respect to such Third-Party Claim, but no settlement of a Third-Party Claim may be made by the Indemnifying Party without the written consent of the party being indemnified.

Section 13
Miscellaneous

13.1 Survival of Representations and Warranties. The representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date. If within such period the indemnified party gives the Indemnifying Party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the earlier of resolution of such claim or expiration of the applicable statute of limitations. The covenants and agreements in this Agreement shall survive Closing until performed.

13.2 Assignment. Seller may not assign its rights and obligations hereunder. Buyer may not assign its rights and obligations hereunder without the express written consent of the Seller. The rights and obligations of the parties hereunder shall inure to the benefit of, and shall be binding upon, each of the parties hereto and their respective successors and permitted assigns.

13.3 Construction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania without regard to choice of laws principles. Each party submits to the jurisdiction of any court sitting in Warren County, Pennsylvania in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each party waives any defense of inconvenient forum or lack of personal jurisdiction to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the other party with respect thereto.

13.4 Attorney's Fees and Costs. Should any party default in the performance of any of the terms or conditions of this Agreement, which default results in the filing of a lawsuit or any action, the prevailing party in such lawsuit shall be entitled to reasonable attorneys' fees and costs as shall be determined by the court.

13.5 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be sent for next business day delivery by USPS Express Mail, Federal Express or similar recognized overnight courier service with all charges prepaid, and shall be deemed to have been duly delivered and received on the next business day after being sent. All such notices, demands, and requests shall be addressed as follows:

If to Seller:

Radio Partners, LLC
200 Fleet Street - 4th Floor
Pittsburgh PA 15220
Attn: Frank Iorio, Jr.

With a copy, which shall not constitute notice, to:

John F. Garziglia, Esq.
Womble Carlyle Sandridge & Rice, LLP
1200 19th Street, N.W. Suite 500
Washington, DC 20036

If to Buyer:

Laurel Media, Inc.
P.O. Box 1103
DuBois, PA 15801
Attn: Dennis D. Heindl

With a copy, which shall not constitute notice, to:

Michael Richards, Esq.
P.O. Box 5842
Takoma Park, MD 20913

or at such other address as either party shall specify by written notice to the other.

13.6 Multiple Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. All such counterpart signature pages shall be read as though all of the signers had signed a single signature page. This Agreement may be signed and exchanged by facsimile transmission or PDF scan, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

13.7 Entire Agreement. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all other and prior memoranda and agreements between the parties with respect to such subject matter and may not be modified or amended except by a written instrument signed by all of the parties hereto.

13.8 Captions. The section captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

13.9 No Waiver. Unless otherwise specifically agreed in writing to the contrary: (a) the failure of any party at any time to require performance by another party of any provision of this Agreement shall not affect such party's right thereafter to enforce the same; (b) no waiver by any party of any default by another party shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (c) no extension of time granted by any party for the performance of any obligation or act by another party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

13.10 Further Assurances. From time to time after Closing at another party's request and without further consideration, a party shall execute and deliver such further instruments of conveyance, assignment and transfer, and take such other actions as the requesting party may reasonably request, in order to more effectively convey and transfer any of the Stations' Assets.

13.11 Investigations. No inspection or investigation made by or on behalf of Buyer, or Buyer's failure to make any inspection or investigation, shall affect Seller's representations, warranties, and covenants set forth in this Agreement, or be deemed to constitute a waiver of any of those representations, warranties, and covenants.


13.12 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

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

SELLER:

RADIO PARTNERS, LLC

By: 
Frank Iorio, Jr.
Sole Member

BUYER:

LAUREL MEDIA, INC.

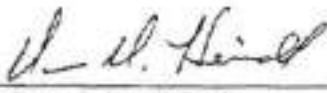
By: _____
Dennis D. Heindl
President

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

SELLER: RADIO PARTNERS, LLC

By: _____
Frank Iorio, Jr.
Sole Member

BUYER: LAUREL MEDIA, INC.

By:  _____
Dennis D. Heindl
President

SCHEDULE 1.1(a)
Stations' Licenses

Station Search Details	
Call Sign:	WRRN
Facility Id:	34927
Primary Station Call Sign:	
Community of License:	WARREN, PA
Service:	FM
Fac Type:	FM STATION
Status:	LICENSED
Status Date:	
Frequency:	92.3
Channel:	222
Digital Status:	
Lic Expir:	08/01/2022

Station Search Details	
Call Sign:	WKNB
Facility Id:	34929
Primary Station Call Sign:	
Community of License:	CLARENDON, PA
Service:	FM
Fac Type:	FM STATION
Status:	LICENSED
Status Date:	
Frequency:	104.3
Channel:	282
Digital Status:	
Lic Expir:	08/01/2022

Station Search Details

Call Sign:	WNAE
Facility Id:	34928
Primary Station Call Sign:	
Community of License:	WARREN, PA
Service:	AM
Fac Type:	
Status:	LICENSED
Status Date:	
Frequency:	1310
Channel:	
Digital Status:	
Lic Expir:	08/01/2022

SCHEDULE 1.1(b)
Owned Real Property

Approximately 8 acres in Pleasant Township, Pennsylvania, on Buchers Mills Road, in the name of ~~Kinzua Broadcasting Company, Inc.~~, described as follows:

RADIO PARTNERS LLC

ALL THAT CERTAIN piece or parcel of land situate in Pleasant Township, Warren County, Pennsylvania, and being a parcel of land from the northwest corner of Tract No. 457, bounded and described as follows:

BEGINNING at a point on the westerly side of the Buchers Mills Road, which point is 2 rods south of the place where said road is intersected by the north line of said Tract No. 457; **thence** West on a line parallel with the north line of Tract No. 457, and 2 rods southerly therefrom, a distance of 800 feet, more or less, to a point in the west line of Tract No. 457; which point is in the easterly line of a parcel of land conveyed by Harry L. Rapp and Mary L. Rapp, his wife, to Paul B. Leiby and Mary Leiby, his wife, by deed dated March 5, 1945 and recorded in Warren County Deed Book 214, page 497; **thence** South along the west line of Tract No. 457, which is the easterly line of land conveyed to Paul B. Leiby by the above noted deed, a distance of 400 feet to a point; **thence** East on a line parallel with the north line of Tract No. 457, a distance of 800 feet more or less, to the westerly side of aforementioned Buchers Mills Road; **thence** Northerly along the west line of said Buchers Mills Road, 400 feet to the place of beginning, containing 8 acres of land, be the same more or less.

THIS CONVEYANCE IS MADE UNDER AND SUBJECT TO all presently valid and existing rights-of-way, easements, restrictions, covenants, leases, servitudes, exceptions, reservations, interests, and rights of others, including rights for utility and transmission lines (together, "Encumbrances"), that appear of record or that are apparent upon inspection of the above-described premises; and under and subject to any state of facts an accurate survey would show, provided, however, none of the Encumbrances (or any facts revealed by such survey) interfere with the location of any existing improvements or with the ability of the above-described property to be used for telephonic and radio broadcast transmissions as contemplated by the Asset Purchase Agreement.

SCHEDULE 1.1(c)
Tangible Personal Property

Listing to be prepared prior to Closing

SCHEDULE 1.1(d)
Contracts

None

SCHEDULE 1.1(e)
Intangible Assets

WRRN, WKNB and WNAE Call Letters

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into as of February 14, 2017 by and among RADIO PARTNERS, LLC, a Pennsylvania limited liability company ("Seller"); LAUREL MEDIA, INC., a Pennsylvania corporation ("Buyer"), and LARRY A. HOUSHOLDER ("Escrow Agent").

WITNESSETH

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement (the "Purchase Agreement"), of even date herewith, for the sale and purchase of radio stations WRRN(FM), FCC Facility ID No. 34927 and WNAE(AM), FCC Facility ID No. 34928, Warren, Pennsylvania, and WKNB(FM), FCC Facility ID No. 34929, Clarendon, Pennsylvania (the "Stations") Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Buyer must deposit in escrow the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) (the "Escrow Deposit").

WHEREAS, Escrow Agent has agreed to hold, invest and disburse the Escrow Deposit, together with any interest or other earnings thereon, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties intending to be legally bound, agree as follows:

1. **APPOINTMENT OF ESCROW AGENT.** Seller and Buyer each hereby appoint Larry A. Householder as Escrow Agent to receive, hold, administer, and deliver the Escrow Deposit together with any interest or other earnings thereon in accordance with this Agreement, and Escrow Agent hereby accepts his appointment, all subject to and upon the terms and conditions set forth herein.

2. **ESCROW DEPOSIT.** Simultaneously with the execution of this Agreement and the Purchase Agreement, Buyer will deposit with the Escrow Agent the Escrow Deposit. The Escrow Agent shall notify the parties hereto of the receipt of the Escrow Deposit and provide the parties with written proof of said receipt, along with a written confirmation of the investment of the Escrow Deposit showing the financial institution and account number in accord with Section 3 below. The Escrow Deposit shall be held and released by the Escrow Agent in accordance with the terms of this Agreement.

3. **INVESTMENT OF ESCROW DEPOSIT.** After receipt of the Escrow Deposit and pending the disbursement of the Escrow Deposit pursuant to this Agreement, Escrow Agent shall invest the Escrow Deposit in his Attorney Trust/IOLTA account in which any interest paid thereon is directed to a fund controlled by the Pennsylvania

Supreme Court to fund charitable legal services in the Commonwealth; no interest shall be paid to the beneficial owner of the Escrow Deposit. Buyer shall provide Escrow Agent with Buyer's taxpayer identification number if needed for use in such investment.

4. **DISBURSEMENT OF ESCROW DEPOSIT.** Escrow Agent shall disburse the Escrow Deposit as follows:

(a) Joint Notice. Upon receipt by Escrow Agent of a joint notice from Seller and Buyer directing delivery of the Escrow Deposit, Escrow Agent shall immediately pay, without deduction, set-off or counterclaim, the principal of the Escrow Deposit to Seller and all interest and other earnings thereon to Buyer, or as otherwise specified in the joint notice.

(b) Pursuant to a Determination by a Court Order. Upon receipt of by Escrow Agent of a certified copy of a final order entered by a court of competent jurisdiction determining the disposition of the Escrow Deposit and the income earned or accrued thereon, as directed by such order;

(c) Partial Release of Escrow Deposit. If the Escrow Agent disburses less than all of the Escrow Deposit pursuant to any joint notice or court order in accordance with this Agreement, that portion of the Escrow Deposit not disbursed shall continue to be held in escrow by the Escrow Agent subject to the terms of this Agreement.

5. **ESCROW AGENT'S DUTIES.** The Escrow Agent will be under no duty or obligation to give any notice, or to do or to omit the doing of any action with respect to the Escrow Deposit, except to give notice, make disbursements, and deposit the Escrow Deposit in accordance with the terms of this Agreement. The Escrow Agent will not be liable for any error in judgment or any act or steps taken or permitted to be taken in good faith, or for any mistake of law or fact, or for anything it may do or refrain from doing in connection with this Agreement, except for its own willful misconduct or gross negligence. The Escrow Agent will not be required in any way to resolve any controversy regarding the Escrow Deposit or take any action concerning such controversy. The Escrow Agent will not be required in any way to determine the validity or sufficiency, whether in form or substance, of any instrument, document, certificate, statement or notice referred to in this Agreement or contemplated by this Agreement, or the identity or authority of the persons executing it. The Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument, or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. The Escrow Agent may act in reliance upon any instrument or signature believed by it in good faith to be genuine and may assume that any person purporting to give any notice or receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so.

6. **RIGHT OF INTERPLEADER.** If any controversy arises between the Buyer and Seller with respect to this Agreement or the Escrow Deposit, or the Escrow Agent is in doubt as to what action to take, the Escrow Agent will: withhold delivery of the Escrow Deposit until the controversy is resolved or the conflicting demands are withdrawn or the doubt is resolved; or institute a bill of interpleader in a court in Pennsylvania to determine the rights of the parties (in which case the Escrow Agent will withhold delivery of the Escrow Deposit until paid into the court in accordance with the laws of Pennsylvania). If a bill of interpleader is instituted, or if the Escrow Agent is threatened with litigation or becomes involved in litigation in any manner whatsoever on account of this Agreement or the Escrow Deposit, as between themselves and the Escrow Agent, the Buyer and Seller will pay the Escrow Agent its reasonable attorneys' fees and any other disbursements, losses, reasonable expenses, costs and damages of the Escrow Agent in connection with or resulting from such threatened or actual litigation. All costs and expenses of such controversy will be charged to the non-prevailing party in such controversy.

7. **INDEMNITY.** The Buyer and Seller, jointly, will indemnify the Escrow Agent against and hold the Escrow Agent harmless from any losses, costs, damages, expenses, claims and attorneys' fees suffered or incurred by the Escrow Agent as a result of, in connection with or arising from or out of the acts or omissions of the Escrow Agent in performance of or pursuant to this Agreement, except such acts or omissions as may result from the Escrow Agent's willful misconduct or gross negligence.

8. **DISCHARGE BY DELIVERY.** After the Escrow Agent has delivered the Escrow Deposit and any interest earned thereon pursuant to the terms of this Escrow Agreement, the Escrow Agent shall have discharged all of its obligations hereunder and neither Seller nor Buyer shall thereafter have any claim against the Escrow Agent on account of this Agreement.

9. **SUCCESSOR ESCROW AGENT(S).**

(a) The Escrow Agent (and any successor escrow agent) may at any time resign as such by delivering a written notice of resignation to the other parties hereto and by delivering the Escrow Deposit to any successor escrow agent jointly designated in writing by Seller and Buyer or, if such successor is not so designated, to any court of competent jurisdiction, whereupon the Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement. The resignation of the Escrow Agent shall take effect upon the earlier of the appointment of a successor escrow agent or thirty (30) days after the date of delivery of the Escrow Agent's written notice of resignation to the other parties hereto. In the event that a successor escrow agent has not been appointed at the expiration of such thirty (30) day period, the Escrow Agent's sole responsibility hereunder shall be the safekeeping of the Escrow Deposit, and interest, if any, and to pay such amount as may be specified in a written agreement signed by Seller and Buyer or as any court of competent jurisdiction may order.

(b) If, at any time, the Escrow Agent receives a written notice signed by Seller and Buyer stating that they have selected another escrow agent, the Escrow Agent shall deliver the Escrow Deposit and all interest earned thereon to such successor escrow agent within ten (10) business days of receiving the aforesaid notice.

10. **TERMINATION.** This Agreement shall terminate upon the disbursement of the entire Escrow Deposit and any interest earned thereon by the Escrow Agent in accordance with the terms of this Agreement.

11. **MISCELLANEOUS.**

(a) Binding Effect. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto.

(b) Entire Agreement; Amendments. This Agreement, as read in conjunction with the Purchase Agreement, contains the entire understanding of the parties with respect to the subject matter hereof, and there are no other agreements, representations, warranties or understandings, oral or written, between the parties with respect to the subject matter hereof. No alteration, amendment, modification or change of this Agreement shall be valid unless by like written instrument.

(c) Notices. Any notices required by this Agreement shall be in writing, shall be sent on the same date to all parties to this agreement with proof included of such sending to each party, and shall be deemed to have been duly delivered and received on the first business day after delivery to a nationally recognized overnight delivery service for next business day delivery and shall be addressed to the following addresses, or to such other address as any party may request by notifying the other parties hereto:

If to Seller:

Radio Partners, LLC
200 Fleet Street - 4th Floor
Pittsburgh PA 15220
Attn: Frank Iorio, Jr.

With a copy, which shall not constitute notice, to:

John F. Garziglia, Esq.
Womble Carlyle Sandridge & Rice, LLP
1200 19th Street, N.W. Suite 500
Washington, DC 20036

If to Buyer:

Laurel Media, Inc.
P.O. Box 1103
DuBois, PA 15801
Attn: Dennis D. Heindl

With a copy, which shall not constitute notice, to:

Michael Richards, Esq.
P.O. Box 5842
Takoma Park, MD 20913

If to Escrow Agent:

Larry A. Housholder, Esq.
1318 7th Avenue
Beaver Falls, PA 15010

(d) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to its rules for conflict of laws.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(f) Severability. Any provision of this Agreement that is determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions hereof, and its prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable the same provision in any other jurisdiction. It is expressly understood, however, that the parties hereto intend every provision of this Agreement to be valid and enforceable and hereby knowingly waive all rights to object to any provision of this Agreement.


(g) Headings. The headings of the sections and subsections contained herein are for ease of reference only and shall not in any way affect the meaning and interpretation of this Agreement.

(h) Fees. Other than as set forth in Section 6 above, Escrow Agent shall receive for the performance of its duties a flat-fee payment of \$400 and any costs of wire transfers which may be deducted by Escrow Agent upon delivery of the Escrow Deposit. Such fee and costs shall be shared equally by Seller and Buyer.

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed and delivered by the parties hereto as the date first above written.

SELLER:

RADIO PARTNERS, LLC

By: 
Frank Rario, Jr.
Sole Member

BUYER:

LAUREL MEDIA, INC.

By: _____
Dennis D. Heindl
President

ESCROW AGENT

LARRY A. HOUSHOLDER

Larry A. Housholder

(g) Headings. The headings of the sections and subsections contained herein are for ease of reference only and shall not in any way affect the meaning and interpretation of this Agreement.

(h) Fees. Other than as set forth in Section 6 above, Escrow Agent shall receive for the performance of its duties a flat-fee payment of \$400 and any costs of wire transfers which may be deducted by Escrow Agent upon delivery of the Escrow Deposit. Such fee and costs shall be shared equally by Seller and Buyer.

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed and delivered by the parties hereto as the date first above written.

SELLER:

RADIO PARTNERS, LLC

By: _____
Frank Iorio, Jr.
Sole Member

BUYER:

LAUREL MEDIA, INC.

By:  _____
Dennis D. Heindi
President

ESCROW AGENT

LARRY A. HOUSHOLDER

Larry A. Housholder

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(h) Fees. Other than as set forth in Section 6 above, Escrow Agent shall receive for the performance of its duties a flat-fee payment of \$400 and any costs of wire transfers which may be deducted by Escrow Agent upon delivery of the Escrow Deposit. Such fee and costs shall be shared equally by Seller and Buyer.

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed and delivered by the parties hereto as the date first above written.

SELLER:

RADIO PARTNERS, LLC

By: _____
Frank Iorio, Jr.
Sole Member

BUYER:

LAUREL MEDIA, INC.

By: _____
Dennis D. Heindl
President

ESCROW AGENT

LARRY A. HOUSHOLDER


Larry A. Housholder 2/14/17

MULLANEY ENGINEERING, INC.
9049 SHADY GROVE COURT
GAITHERSBURG, MD 20877



DUOPOLY COMPLIANCE CERTIFICATION

Acquisition of 3 Radio Stations by Laurel Media, Inc. Non-Rated Market: Warren-Clarendon, PA February 2017

Licensee Certifies the Following

Laurel Media, Inc., ("LMI"), currently owns 3 radio station (2 FM & 1 AM) at St. Marys, PA. It is now requesting authority to acquire 3 additional radio stations (2 FM & 1 AM) located some 65 km Northwest from St. Marys, PA. Only one of Laurel's existing stations (WDDH FM) will create a duopoly overlap with these three stations to be acquired, creating a new duopoly overlap of 4 stations (3 FM & 1 AM). None of these stations are "home" to an Arbitron Radio Market. Using the contour overlap method of analysis, it was determined that these 4 stations create a single unique duopoly market and that market is served by a total of 33 radio stations (including the 4 proposed for common ownership). Section 73.3555 indicates that ownership of 4 overlapping radio stations (3 FM & 1 AM) only requires the duopoly market to include at least 8 stations (including the 4 proposed for common ownership). Based upon this, LMI herein certifies that its proposed ownership of these 3 additional stations is in full compliance with the FCC's Radio Duopoly Rules. Upon approval, LMI will own a total of 6 stations with two distinct duopoly radio markets, consisting of an existing 3 station duopoly made up of 2 FM & 1 AM and an additional new 4 station duopoly made up of 3 FM & 1 AM.

Analysis of Compliance

The following figures are provided as documentation of compliance:

Figure A is a map showing the city grade contour of the *2 FM & 1 AM* radio stations **currently owned** by LMI and of the *2 FM & 1 AM* radio stations it proposes to acquire. **Figure A1** is a two page tabulation giving the technical details provided in CDBS on all 6 stations.

Figure B is a map showing that **29 other non-commonly owned** radio stations provide city grade service to this unique radio duopoly market, all of which are within 92 km of the common concentration of the 4 stations proposed to be commonly owned. Based upon this, it is herein certified that **33 stations** (including the 4 common) comprise this new radio duopoly market. **Figure B1** is a list of all stations making up this radio duopoly market.

All facts contained herein are true of my own knowledge, except where stated to be on information or belief, and as to those facts, I believe them to be true. I declare under penalty of perjury that the foregoing is true and correct.



John J. Mullaney, Consulting Engineer
Executed on the 8th day of February 2017.

**FIGURE A
MAP SHOWING COMMON STATIONS**

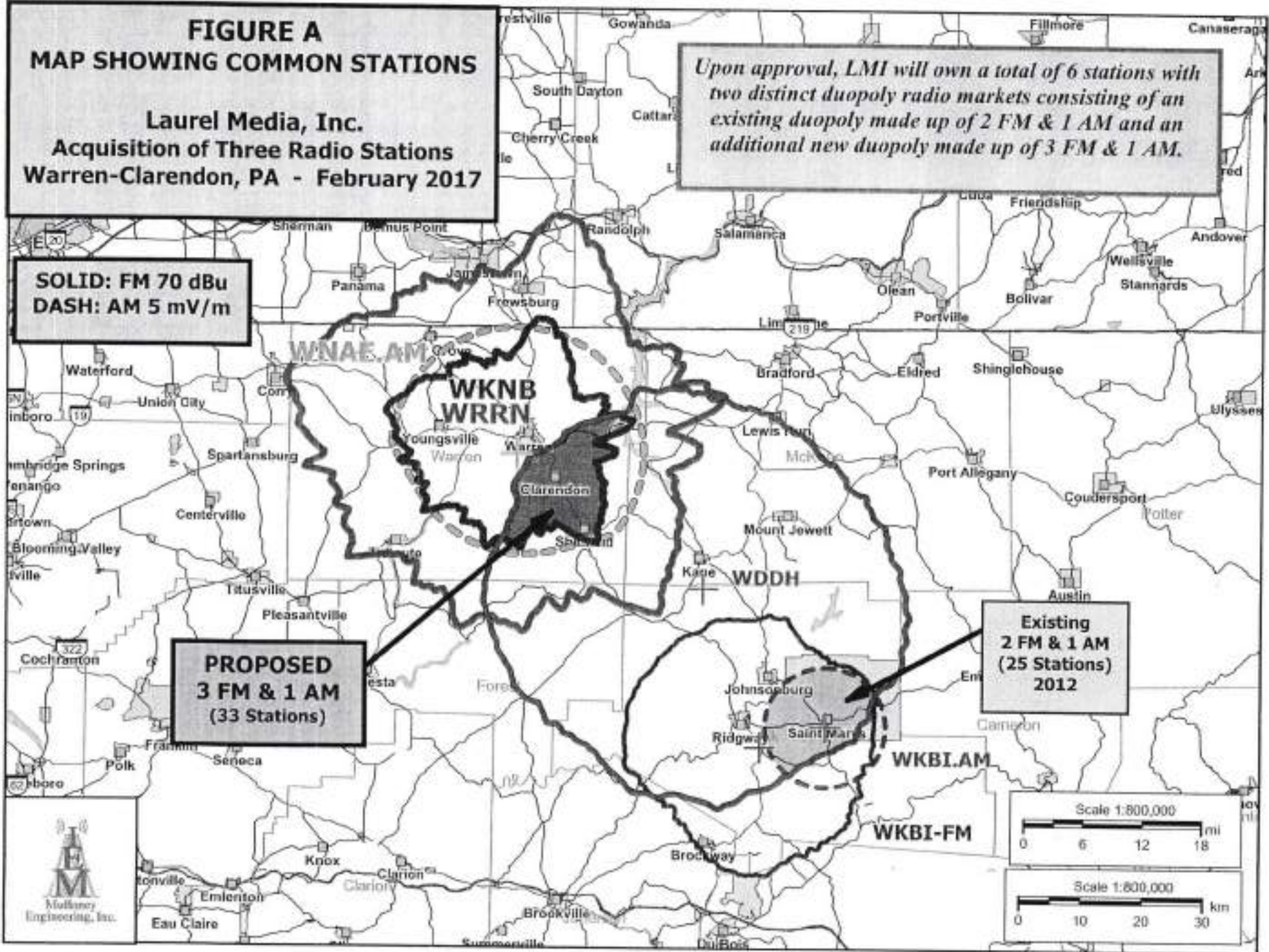
**Laurel Media, Inc.
Acquisition of Three Radio Stations
Warren-Clarendon, PA - February 2017**

Upon approval, LMI will own a total of 6 stations with two distinct duopoly radio markets consisting of an existing duopoly made up of 2 FM & 1 AM and an additional new duopoly made up of 3 FM & 1 AM.

**SOLID: FM 70 dBu
DASH: AM 5 mV/m**

**PROPOSED
3 FM & 1 AM
(33 Stations)**

**Existing
2 FM & 1 AM
(25 Stations)
2012**



FM Search Results

4 Records Found (4 Facilities)

DB Updated: 2/6/2017

Current Owner

Call Sign	Stat / Intl St	Country / State / City	File Number	Assoc ID
Freq	Service	Chan - Class - Intl	Border-Dist	Current/Archive
Owner	Docket	73 215	Last Update	
Antenna ID	DA	Make / Model / Bays / Spacing	FRN	Facility ID
Latitude	Longitude	Orientation	ASRN	Tip AG
H/V	ERP	ERP Max	HAAT	AMSL
			Application ID	App Status - Date
			AGL	Max HAAT

WDDH (wpkk) LIC OPER US PA ST. MARYS BLH 19950314KB
 97.5 MHz FM 248 B B C 126.0 C N 7/25/2014
 LAUREL MEDIA, INC. **OVERLAPS PROPOSED ACQUISITION**
 N - / - / - / - 0010370757 6683 LICEN -
 N 41° 37' 04.0" W 78° 48' 14.0" 183.00 207307 GRANT - 7/13/1995
 NAD-83: 41° 37' 04.2" 78° 48' 13.1"
 H/V: 19.5(kW) 244.0 m / 800 ft 810.0 m / 2,657 ft 174.0 m / 571 ft 295.0 m / 968 ft

WKBI-FM LIC OPER US PA ST. MARYS BLH 19960925KE
 93.9 MHz FM 230 B1 B1 C 153.0 C Y 7/25/2014
 LAUREL MEDIA, INC.
 N - / - / - / - 0006335525 65604 LICEN -
 N 41° 23' 11.0" W 78° 41' 32.0" 123.00 232731 GRANT - 6/23/1997
 NAD-83: 41° 23' 11.2" 78° 41' 31.1"
 H/V: 2.35(kW) 244.0 m / 800 ft 787.0 m / 2,582 ft 116.0 m / 381 ft 302.0 m / 991 ft

WKNB LIC OPER US PA CLARENDON BLH 19970112KA
 104.3 MHz FM 282 A B1 C 93.0 C N 7/25/2014
 RADIO PARTNERS, LLC **PROPOSED ACQUISITION**
 N - / - / - / - 0004978763 34929 LICEN -
 N 41° 48' 50.0" W 79° 10' 04.0" 68.00 239030 GRANT - 7/31/1997
 NAD-83: 41° 48' 50.2" 79° 10' 03.2"
 H/V: 4.70(kW) 113.0 m / 371 ft 617.0 m / 2,024 ft 44.0 m / 144 ft 215.0 m / 705 ft

WRRN LIC OPER US PA WARREN BLH 19820127AE
 92.3 MHz FM 222 B B C 93.0 C N 7/28/2014
 RADIO PARTNERS, LLC **PROPOSED ACQUISITION**
 N - / - / - / - 0004978763 34927 LICEN -
 N 41° 48' 50.0" W 79° 10' 04.0" 38445 GRANT - 12/22/1982
 NAD-83: 41° 48' 50.2" 79° 10' 03.2"
 H/V: 50.0(kW) 125.0 m / 410 ft 628.0 m / 2,060 ft 60.0 m / 197 ft 226.0 m / 741 ft

FIGURE A1 - COMMONLY OWNED STATIONS - FM

(Page 1 of 2)



**Acquisition of 3 Radio Stations by
 Laurel Media, Inc.**
 NON-RATED MARKET: Warren-Clarendon, PA
 February 2017

AM Search Results

3 Records Found (2 Facilities)

DB Updated: 2/6/2017

Current Owner

Call Sign	Status	Country / State / City	Last Update	File Number
Frequency	Hours	Mode Schedule Class - Region 2	C/A	Antenna System ID
Owner	Latitude	Longitude	FRN	CutOff Date
Power	Theoretical RMS -mV/m	Q Factor	Facility ID	Application ID
Status: Canadian / Mexican / Region 2	IFRB List /Date	#Tower	Pat-Type	#Augs
				Fac. Status /Date
				App Status - Date
				Change List # / Date

WKBI	LIC	US PA	ST. MARYS		7/25/2014				
1400kHz U	ND1 U		C C						21056
LAUREL MEDIA, INC.									
N 41° 24' 56.0"	W 78° 33' 56.0"			0006335525		65603		LICEN -	
1.00(kW)	358.9 @1 km	223.0 @1 mi				313637		GRANT -	
						0		02044	05/19/1986
NAD-83: 41° 24' 56.2"	78° 33' 55.1"								
View Towers									

WNAE	LIC	US PA	WARREN		7/28/2014				
1310kHz D	ND1 U		D B						17838
RADIO PARTNERS, LLC									
N 41° 48' 50.0"	W 79° 10' 04.0"			0003174232		34928		LICEN -	
5.00(kW)	315.4 @1 km	196.0 @1 mi				312249		GRANT -	
						0		02191	06/16/1988
NAD-83: 41° 48' 50.2"	79° 10' 03.2"								
View Towers									

PROPOSED ACQUISITION

WNAE	LIC	US PA	WARREN		7/28/2014				
1310kHz N	ND1 U		D B						17840
RADIO PARTNERS, LLC									
N 41° 48' 50.0"	W 79° 10' 04.0"			0003174232		34928		LICEN -	
0.094(kW)	315.4 @1 km	196.0 @1 mi				312249		GRANT -	
						0		02191	06/16/1988
NAD-83: 41° 48' 50.2"	79° 10' 03.2"								
View Towers									

FIGURE A1 - COMMONLY OWNED STATIONS - AM

(Page 2 of 2)



**Acquisition of 3 Radio Stations by
Laurel Media, Inc.**
NON-RATED MARKET: Warren-Clarendon, PA
February 2017

FIGURE B
MAP SHOWING OTHER STATIONS
SERVING NEW DUOPOLY AREA

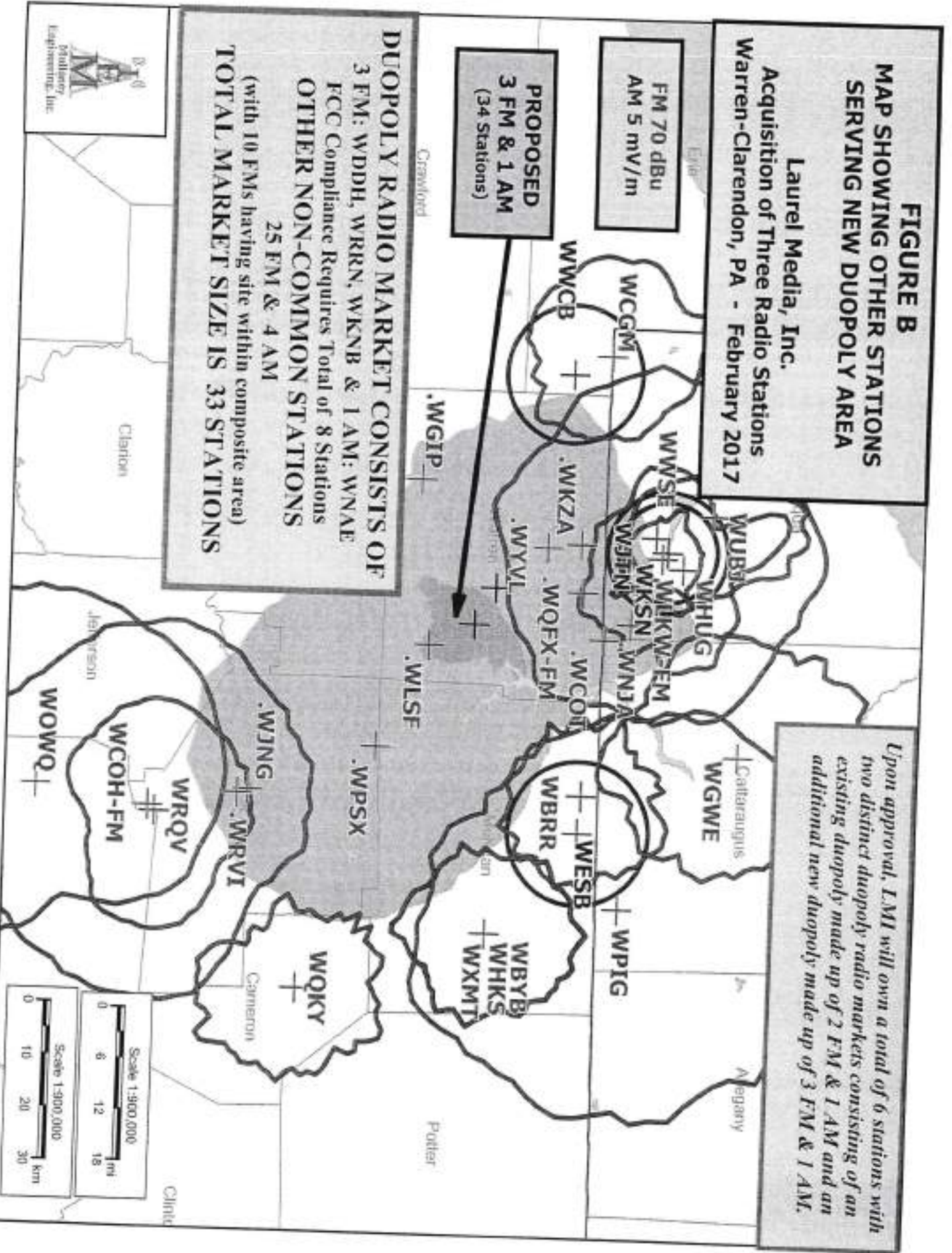
Laurel Media, Inc.
 Acquisition of Three Radio Stations
 Warren-Clerendon, PA - February 2017

Upon approval, LMI will own a total of 6 stations with two distinct duopoly radio markets consisting of an existing duopoly made up of 2 FM & 1 AM and an additional new duopoly made up of 3 FM & 1 AM.

FM 70 dBu
 AM 5 mV/m

PROPOSED
3 FM & 1 AM
(34 Stations)

DUOPOLY RADIO MARKET CONSISTS OF
 3 FM: WDDH, WRRN, WKNB & 1 AM: WNAE
 FCC Compliance Requires Total of 8 Stations
OTHER NON-COMMON STATIONS
 25 FM & 4 AM
 (with 10 FMs having site within composite area)
TOTAL MARKET SIZE IS 33 STATIONS



Drafting & Engineering, Inc.

Total number of overlapping contours: 33

COMMONLY OWNED OVERLAPPING STATIONS

Distance and bearing calculations from 92 km reference: 41-46-45 N, 079-05-00 W

Callsign	Type	Chan	City	St	File Number	Dist (km)	Azi (deg)	
92 km ref							0.0	0.0
WRRN	FM	222B	Warren	PA	BLH19820127AE	PROPOSED	8.0 298.8	
WKNB	FM	282A	Clarendon	PA	BLH19970112KA	PROPOSED	8.0 298.8	
WNAE.AM	AM	1310	WARREN	PA	BL	PROPOSED	8.0 298.8	
WDDH	FM	248B	St. Marys	PA	BLH19950314KB	EXISTING	29.4 127.5	

Overlapping Contours: 29 Non-Common Stations

Callsign	Type	Chan	City	St	File Number	Dist (km)	Azi (deg)
10 TRANSMITTER SITE IS WITHIN DUOPOLY COMPOSITE CITY GRADE AREA							
.WNJA	FM	209B	Jamestown	NY	BLED19910729KE	29.7	358.8
.WCOF	FM	215B	Jamestown	NY	BLED20010529ABF	24.8	5.4
.WKZA	FM	295B1	Lakewood	NY	BLA20031117AAM	25.2	322.2
.WYVL	FM	203A	Youngsville	PA	BLED20151202EYN	20.1	312.7
.WGIP	FM	206A	Tidioute	PA	BLED20121214ASH	29.0	248.5
.WPSX	FM	211B	Kane	PA	BLED19950313KB	29.4	127.5
.WRVI	FM	216A	Ridgway	PA	BLED20140103ADV	52.5	142.4
.WJNG	FM	263A	Johnsonburg	PA	BLH19980720KE	54.9	143.1
.WOPX-FM	FM	276A	Russell	PA	BMLR20010727ABC	21.5	342.4
.WLSF	FM	286A	Sheffield	PA	BMLH20161213ABZ	9.4	154.4

19 STATIONS PROVIDING CONTOUR OVERLAP TO COMPOSITE CITY GRADE AREA

WUSJ	FM	201A	Jamestown	NY	BLED20010308AAH	49.4	334.4
WWSE	FM	227B	Jamestown	NY	BMLH20120411AAA	38.0	333.4
MLKH-FM	FM	237A	Celoron	NY	BLH20111129DOV	37.6	339.4
NFIG	FM	239B	Olean	NY	BLH4110	60.0	61.5
WHUG	FM	270A	Jamestown	NY	BLH19970613KD	40.7	343.9
WGWE	FM	290A1	Little Valley	NY	BLH20100301ACS	55.7	25.2
WRQV	FM	20191	Ridgway	PA	BLED20110914AAG	69.4	148.2
WHKS	FM	235A	Port Allegany	PA	BMLH20020312AAF	58.1	86.4
WQKY	FM	255A	Emporium	PA	BLH19960520KC	76.0	114.5
WBRR	FM	261A	Bradford	PA	BMLR20110107AAF	38.2	56.1
WONQ	FM	271B	Du Bois	PA	BMLH20030609AFW	87.5	158.6
WCGM	FM	274A	Wattsburg	PA	BLED20111011ADP	56.7	296.7
WBYE	FM	280A	Eldred	PA	BLH20140225AAQ	58.1	86.4
WXMT	FM	292A	Smethport	PA	BMLH20090202ACF	58.1	86.4
WCOH-FM	FM	297B	Du Bois	PA	BLED20150715AAV	69.9	149.5
WESB	AM	1490	BRADFORD	PA	BL19890421AD	43.9	61.8
WWCE	AM	1370	CORRY	PA	BL	50.6	290.3
WJTN	AM	1240	JAMESTOWN	NY	BML20020823ABO	38.9	338.3
WBSN	AM	1340	JAMESTOWN	NY	BL20111101ALS	38.9	338.3

Duopoly Options:

FM: 3.16 mV/m (70 dBu); Include NCE AM: 5.0 mV/m
Stations more than 92 km from the common area were excluded.

DUOPOLY MARKET CONSISTS OF 33 STATIONS

(3 FM + 1 AM Only Requires Market Consist of 8 Stations)

FIGURE B1 - OTHER STATIONS IN MARKET



Acquisition of 3 Radio Stations by
Laurel Media, Inc.

NON-RATED MARKET: Warren-Clarendon, PA
February 2017

**Agency Tracking ID:PGC2923487 Authorization
Number:07338G
Successful Authorization -- Date Paid: 2/22/17
FILE COPY ONLY!!**

READ INSTRUCTIONS CAREFULLY BEFORE PROCEEDING (1) LOCKBOX #979089	FEDERAL COMMUNICATIONS COMMISSION REMITTANCE ADVICE FORM 159 PAGE NO 1 OF 2	APPROVED BY OMB 3060-059 SPECIAL USE FCC USE ONLY
SECTION A - Payer Information		
(2) PAYER NAME (if paying by credit card, enter name exactly as it appears on your card) Radio Partners, LLC		(3) TOTAL AMOUNT PAID (dollars and cents) \$3210.00
(4) STREET ADDRESS LINE NO. 1 1316 7th Avenue		
(5) STREET ADDRESS LINE NO. 2 P.O. Box 719		
(6) CITY Beaver Falls	(7) STATE PA	(8) ZIP CODE 15010
(9) DAYTIME TELEPHONE NUMBER (INCLUDING AREA CODE) 724-8464100		(10) COUNTRY CODE (IF NOT IN U.S.A.) US
FCC REGISTRATION NUMBER (FRN) AND TAX IDENTIFICATION NUMBER (TIN) REQUIRED		
(11) PAYER (FRN) 0004978763		(12) FCC USE ONLY
IF PAYER NAME AND THE APPLICANT NAME ARE DIFFERENT, COMPLETE SECTION B IF MORE THAN ONE APPLICANT, USE CONTINUATION SHEETS (FORM 159-C)		
(13) APPLICANT NAME RADIO PARTNERS, LLC		
(14) STREET ADDRESS LINE NO. 1 200 FLEET STREET		
(15) STREET ADDRESS LINE NO. 2 FOURTH FLOOR		
(16) CITY PITTSBURGH	(17) STATE PA	(18) ZIP CODE 15220-
(19) DAYTIME TELEPHONE NUMBER (INCLUDING AREA CODE) 7248464100		(20) COUNTRY CODE (IF NOT IN U.S.A.) USA
FCC REGISTRATION NUMBER (FRN) AND TAX IDENTIFICATION NUMBER (TIN) REQUIRED		
(21) APPLICANT (FRN) 0004978763		(22) FCC USE ONLY
COMPLETE SECTION C FOR EACH SERVICE. IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET		
(23A) FCC Call Sign/Other ID WKNB	(24A) Payment Type Code(PTC) MPR	(25A) Quantity 1
(26A) Fee Due for (PTC) \$1,070.00	(27A) Total Fee \$1070.00	FCC Use Only
(28A) FCC CODE 1 34929	(29A) FCC CODE 2 CDBS20170222AAY	
(23B) FCC Call Sign/Other ID WNAE	(24B) Payment Type Code(PTC) MPR	(25B) Quantity 1
(26B) Fee Due for (PTC) \$1,070.00	(27B) Total Fee \$1070.00	FCC Use Only
(28B) FCC CODE 1 34928	(29B) FCC CODE 2 CDBS20170222AAX	

REMITTANCE ADVICE (Continuation Sheet) FEDERAL COMMUNICATIONS COMMISSION FORM 159-C PAGE NO 2 OF 2	APPROVED BY OMB 3060-058 SPECIAL USE FCC USE ONLY
--	--

**USE THIS SECTION ONLY FOR EACH ADDITIONAL APPLICANT
SECTION BB - ADDITIONAL APPLICANT INFORMATION**

(13) APPLICANT NAME RADIO PARTNERS, LLC		
(14) STREET ADDRESS LINE NO. 1 200 FLEET STREET		
(15) STREET ADDRESS LINE NO. 2 FOURTH FLOOR		
(16) CITY PITTSBURGH	(17) STATE PA	(18) ZIP CODE 15220-
(19) DAYTIME TELEPHONE NUMBER (INCLUDING AREA CODE) 7248464100		(20) COUNTRY CODE (IF NOT IN U.S.A.) USA

FCC REGISTRATION NUMBER (FRN) AND TAX IDENTIFICATION NUMBER (TIN) REQUIRED

(21) APPLICANT (FRN) 0004978763	(22) FCC USE ONLY
---	-------------------

COMPLETE SECTION C FOR EACH SERVICE. IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET

(23A) FCC Call Sign/Other ID WRRN	(24A) Payment Type Code(PTC) MPR	(25A) Quantity 1
(26A) Fee Due for (PTC) \$1,070.00	(27A) Total Fee \$1070.00	FCC Use Only
(28A) FCC CODE 1 34927	(29A) FCC CODE 2 CDBS20170222AAW	

(23B) FCC Call Sign/Other ID	(24B) Payment Type Code(PTC)	(25B) Quantity
(26B) Fee Due for (PTC)	(27B) Total Fee	FCC Use Only
(28B) FCC CODE 1	(29B) FCC CODE 2	

(23C) FCC Call Sign/Other ID	(24C) Payment Type Code(PTC)	(25C) Quantity
(26C) Fee Due for (PTC)	(27C) Total Fee	FCC Use Only
(28C) FCC CODE 1	(29C) FCC CODE 2	

(23D) FCC Call Sign/Other ID	(24D) Payment Type Code(PTC)	(25D) Quantity
(26D) Fee Due for (PTC)	(27D) Total Fee	FCC Use Only
(28D) FCC CODE 1	(29D) FCC CODE 2	

(23E) FCC Call Sign/Other ID	(24E) Payment Type Code(PTC)	(25E) Quantity
(26E) Fee Due for (PTC)	(27E) Total Fee	FCC Use Only
(28E) FCC CODE 1	(29E) FCC CODE 2	

(23F) FCC Call Sign/Other ID	(24F) Payment Type Code(PTC)	(25F) Quantity
(26F) Fee Due for (PTC)	(27F) Total Fee	FCC Use Only
(28F) FCC CODE 1	(29F) FCC CODE 2	



Online Payment

Step 3: Confirm Payment

Thank you.
Your transaction has been successfully completed.

Pay.gov Tracking Information

Application Name: Remittance Advice
Pay.gov Tracking ID: 260RB2GR
Agency Tracking ID: PGC2923487
Transaction Date and Time: 02/22/2017 13:19 EST

Payment Summary

Address Information	Account Information	Payment Information
Account Holder Radio Partners, Name: LLC Billing Address: 1316 7th Avenue Billing Address 2: City: Beaver Falls State / Province: PA Zip / Postal Code: 15010 Country: USA	Card Type: Visa Card Number: *****6271	Payment Amount: \$3,210.00 Transaction Date 02/22/2017 13:19 and Time: EST