

June 12, 2017

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Tolling Request for- Gulfport MS Facility id- 142743⁶⁰, Wickenburg, AZ facility id 143311 and South Padre, TX facility id- 142717

Background- The 3 stations under request for tolling listed with the Federal Communications Commission, or FCC, are technically under the ownership of Powell Meredith Communications Co. or PMCC, but they are in another companies bankruptcy estate.

PMCC was granted the 3 FM translators in to their account on January 29 2016 but they were already placed in to a separate non affiliated company of PMCC on Dec 15 2015, called Community Translator Network, or CTN, when they were just applications. They currently remain in this bankruptcy estate inside Judge Thurman's Bankruptcy court in Salt Lake City UT. (**See bankruptcy filing**)

On July 2 2013, 8 new Fm translators were filed out of the PMCC account, they were not filed by me, Amy Meredith, the sole proprietor, they were filed by one of these 3rd party processing companies called RMS, or Rockwell Media Services, owned by Morgan Skinner of St George, UT.

This led the transfer that was filed by someone on behalf of PMCC(but not by PMCC) to be cause for a Petition for Reconsideration of the grant and the consummation of the 5 permits, this led to a series of litigation after this point, the lawsuits involve all 8 permits including the 3 that PMCC is asking for tolling.

Even though one of the contracts filed deals with 8 FM permits, 5 granted and 3 ungranted CPS this was not the contract the stations were approved on it, the final contract used for approval was a secondary forged contract that just included the 5 permits but in court CTN the buyer is asking to

uphold the first contract that includes all 8 permits, which includes the 3 permits that needs to be tolled. Both the processor and CTN deny filing the contract that only included 5 permits.

PMCC was sued after filing a petition for reconsideration against the 5 grants based on grounds of forgery and fraud. The first lawsuit was filed on behalf of Morgan Skinner and RMS as well as CTN and John Barlow against Amy Meredith, Scott Powell and Powell Meredith Communications Company. CTN won with a default in late 2014 but that was overturned in early 2015 by Judge Wilcox and sent to court, interrogatories and depositions were taken and the next round was a Summary Judgment in which PMCC prevailed and next step was on to trial and that is when CTN declared bankruptcy, reorganization. Later on it asked for the bankruptcy to be dismissed and for it to go back to State Court. Around this time is when the US Trustee asked for the bankruptcy to be converted to a liquidation state.

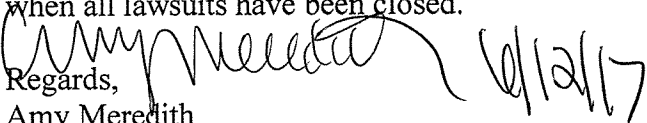
The three remaining PMCC permits are still in the PMCC account have been rolled in to the bankruptcy estate and even though CTN has asked for permission to sell these, it has not been granted. PMCC is willing to give the permits up to go through a court approved liquidation sale along with the other 5 permits that were removed out of the PMCC for the best interest of the project over all. The judge has already ruled that PMCC is entitled to 60% ownership(plus the 20k deposit) and that RMS is entitled to the other 40% and the courts ordered in December of 2015, that no stations were to close until the courts made its final disposition. To date three of these permits have gone to consummation without court approval from the Judge or the US Trustee these are- Roseberg, Needles and Ruidoso. The US Trustee has asked for the stations to be liquidated by a court appointed trustee and this would happen sometime in the near future and could include all 8 permits. The 8 permits that were part of the RMS and PMCC agreement that the judge declared was to be followed were Roseburg, Needles, Ruidoso, Cheyenne, Logan, Gulfport, South Padre and Wickenburg., where PMCC was to receive a 20k deposit and 60% and Morgan Skinner was to receive the 40%, this was decided in December of 2016. CTN has filed an appeal to the ruling and has asked to go back to State Court in Washington Co UT.

The permits have been tied up in two different lawsuits since April of 2014 with a State of Utah lawsuit in Washington Co UT (Skinner Vs Meredith and Powell and PMCC) and the three permits were also rolled in the CTN company bankruptcy estate in Salt Lake City UT in 2015. Shortly after an adversarial lawsuit was issued against PMCC and Amy Meredith for all 8 permits, including the 3 permits that need to be tolled(see **adversarial lawsuit**). There is also a Stay Order is lifted on this filing that prevents Meredith from building and or selling any of the stations or filing for an appeal with the US District Court of Appeals. If CTN is to prevail on sending this back to State Court then the Stay Order is lifted and it can go to the US District Court of Appeals.

I do not expect that if the court liquidation process is approved , as asked by the US Trustee (DOJ), to be fast and the permits expire in 19 months or on Jan 29 2019 and I can not predict how long this process will take. PMCC is asking for the three permits in Gulfport, MS to be tolled until the time when all lawsuits have been closed.

Regards,

Amy Meredith



Adversarial
proceeding

John Christian Barlow 12438
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435-634-1200
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Attorney for Plaintiff/Debtor

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

COMMUNITY TRANSLATOR NETWORK,
LLC,
Plaintiff, Debtor
v.

POWELL MEREDITH
COMMUNICATIONS COMPANY
Defendant

COMPLAINT

Bankruptcy No. 15-31245. Chapter 11

Adversarial Case No:

Chief Judge WILLIAM T. THURMAN

Debtor in Possession, Community Translator Network LLC, files this Adversary Complaint to obtain control and possession of property of the estate.

On October 22, 2013, an Assignment Agreement was entered into between Community Translator Network LLC and Powell Meredith Communications Company (the "CTN-PMCC Assignment Agreement"), wherein Community Translator Network LLC ("Plaintiff/Debtor" or "CTN") would acquire from Powell Meredith Communications Company ("Defendant" or "PMCC") eight (8) FM Translator Construction Permits ("CPs").

After significant funds and resources were invested for development of the FM Translator CP's to be granted CP status and assigned to CTN by the FCC, PMCC's motives to defraud CTN were revealed. Upon the transfer of five (5) of the eight (8) CP's to CTN, PMCC determined that they would do whatever they could to overturn the FCC grant to CTN, and retain the CP's, sell them, and keep all of the proceeds for itself. CTN has accumulated debt and expended funds for the legal and engineering development costs for the CP's making them worth considerably more now than they were worth previously.

Case No:
CTN v. PMCC
COMPLAINT

PMCC is defrauding CTN by refusing to honor the CTN-PMCC Assignment Agreement. PMCC and Meredith refuse to transfer the remaining three CP's to CTN and have attempted to regain ownership of the transferred CP's.

CTN filed a petition for bankruptcy due to the debt it has accumulated based upon the CTN-PMCC Assignment Agreement. CTN avails itself to the Bankruptcy Court and requests a judgment against PMCC for specific performance on the CTN-PMCC Assignment Agreement and monetary damages.

Under Section 542(a) PMCC is obligated to relinquish control of the three CP's to CTN since all eight of the CP's are property of the estate and of value to the estate.

PARTIES

1. Community Translator Network, LLC, is a Utah company in good standing. CTN is in a bankruptcy, case no 15-31245, and is the Debtor in Possession.
2. Powell Meredith Communications Company ("Defendant" or "PMCC") is a Texas company with forfeited existence.

JURISDICTION

3. This is a Core Proceeding under 28 U.S.C. Section 157(a)(2)(A), (E), (O). ¹

¹ Courts of "Equity" have authority to decide contractual disputes and public interest decisions are left to the determination of the Commission. See In re: Applications of Arecibo Radio Corp., 101 F.C.C.2d 545, at 548 (1985), holding "The Commission's attempts to reach a fair accommodation between its exclusive authority over licensing matters and the authority of state and local courts have resulted in procedures which acknowledge that breach of contract questions are matters for the courts to decide under state and local law. Because the Commission does not possess the resources, expertise, or jurisdiction to adjudicate such questions fully, we normally defer to judicial determinations regarding the interpretation and enforcement of contracts for the sale of broadcast stations. By this approach we have preserved the Commission's exclusive authority to make public interest determinations on licensing matters while recognizing the role of state and local courts in adjudicating private contractual matters."

The "public interest" with which the Commission is charged is that involved in granting licenses. Safeguarding of that interest can hardly imply that the interest of States in enforcing their [contract] laws have been nullified[.] See Radio Station WOW, Inc. v. Johnson, 326 US 120, 13, Supreme Court 1945.

"Civil Court can require litigants to submit settlement agreement to Commission." See In re: Applications of Arecibo Radio Corp., 101 F.C.C.2d 549 (1985), quoting Ninety Two Point Seven Broadcasting Inc., 55 RR 2nd, 607, 610-11, 1984.

4. 11 U.S.C. Section 542 “[A]n entity, other than a custodian, in possession, custody, or control, during the case, of property that the trustee may use, sell, or lease under section 363 of this title, or that the debtor may exempt under section 522 of this title, shall deliver to the trustee, and account for, such property or the value of such property, unless such property is of inconsequential value or benefit to the estate.

FACTS

5. CTN is a company that buys, upgrades, and sells certain Federal Communications Commission broadcast licenses and permits.
6. On October 22, 2013, a valid contract was entered into between CTN, PMCC / Meredith. See Exhibit 1, the CTN-PMCC Assignment Agreement.
7. The CTN-PMCC Assignment Agreement required PMCC to transfer eight FM Translator Construction Permits to CTN for a total price of Twenty Thousand Dollars \$20,000.00 payable upon grant of CP status by the FCC and completion of all eight of the transfers to CTN.
8. The value of the FM Translators Construction Permit applications prior to the CTN-PMCC Assignment Agreement was approximately \$500.00 each.
9. Prior to the FCC granting an Assignment Application for the transfer of the eight FM Translator Construction Permits, the eight FM Translators needed to be granted Construction Permit status.
10. The eight FM Translator CP’s are:
 1. Cheyenne, WY - Channel 224 (92.7MHz), Facility No. 143430.
 2. Gulfport, MS - Channel 268 (101.5MHz), Facility No. 142760.
 3. Logan, UT - Channel 229 (93.7MHz), Facility No. 143532.
 4. Needles, CA - Channel 262 (100.3MHz), Facility No. 142491.
 5. Roseburg, OR - Channel 292 (106.3MHz), Facility No. 142743.
 6. Ruidoso, NM - Channel 285 (104.9MHz), Facility No. 142745.

7. South Padre Island, TX - Channel 288 (105.5MHz), Facility No. 142717.
8. Wickenburg, AZ - Channel 224 (92.7MHz), Facility No. 143311.
11. On March 21, 2014, the FCC consented to the Assignment Application of five (5) of the eight (8) CP's granted CP status to be transferred to CTN.
12. The five CP's that were transferred to CTN are:
 - Cheyenne, WY - Channel 224 (92.7MHz), Facility No. 143430.
 - Logan, UT - Channel 229 (93.7MHz), Facility No. 143532.
 - Needles, CA - Channel 262 (100.3MHz), Facility No. 142491.
 - Roseburg, OR - Channel 292 (106.3MHz), Facility No. 142743.
 - Ruidoso, NM - Channel 285 (104.9MHz), Facility No. 142745.
13. Three CP's granted CP status by the FCC that PMCC now refuses to transfer to CTN are:
 - Gulfport, MS - Channel 268 (101.5MHz), Facility No. 142760.
 - South Padre Island, TX - Channel 288 (105.5MHz), Facility No. 142717.
 - Wickenburg, AZ - Channel 224 (92.7MHz), Facility No. 143311.
14. CTN has an assignment agreement with an interested party for the purchase and assignment of Needles CA for the price of \$15,575.00.
15. CTN has an assignment agreement with an interest party for the purchase and assignment of Ruidoso NM for the price of 21,500.00.
16. PMCC have filed multiple Petitions at the FCC attempting to unwind the transfers of the CP's to CTN and is now attempting to block transfers from CTN to third-party purchasers of the Construction Permits.
17. If PMCC is successful in breaching the CTN-PMCC Assignment Agreement, PMCC stands to benefit greatly as a result of the funds invested and work performed by CTN in the development of the CP's.
18. PMCC has refused to honor the CTN-PMCC Assignment Agreement.

19. PMCC's refusal to honor the CTN-PMCC Assignment Agreement has cost CTN at least \$500,000.00.
20. PMCC has already started to construct and operate one of the CP's that they refuse to transfer to CTN.
21. The construction and operation of the CP has harmed CTN.
22. Under Section 542(a) PMCC is required to relinquish control of the three CP's to CTN since they are property of the estate and of value to the estate.

CAUSES OF ACTION

I. FRAUD

23. All preceding paragraphs are incorporated herein.
24. PMCC entered into a valid contract, with CTN for the purchase and transfer of certain FM Translator CP's, the CTN-PMCC Assignment Agreement.
25. PMCC intended that CTN would rely on the contract that required PMCC to transfer the FM Translator CP's to CTN.
26. PMCC intended to breach the contract and benefit from the breach.
27. CTN was unaware that PMCC intended to breach the contract and defraud CTN.
28. CTN had a right to rely on the CTN-PMCC Assignment Agreement.
29. CTN relied on the CTN-PMCC Assignment Agreement and improved value of the FM Translator CP's so that they could be transferred to CTN.
30. PMCC did breach the CTN-PMCC Assignment Agreement and did benefit from their breach.
31. CTN is harmed by the actions of PMCC.

II. BREACH

32. All preceding paragraphs are incorporated herein.
33. The CTN-PMCC Assignment Agreement Dated October 22, 2013 is a valid contract.
34. PMCC breached the CTN-PMCC Assignment Agreement when PMCC refused to transfer all eight FM Translator CP's.
35. CTN does not have possession, control, and ownership of all of the eight FM Translator CP's.
36. CTN is harmed as a result of PMCC's actions.

III. CONTRACTUAL INTERFERENCE

37. All preceding paragraphs are incorporated herein.
38. The CTN-PMCC Assignment Agreement is a valid contract.
39. PMCC interfered with the contract between CTN and the buyers of Ruidoso NM and Needles CA when PMCC filed with the FCC a Petition to Deny the transfer of Needles CA and Ruidoso NM.
40. PMCC is not authorized to file a Petition to Deny the transfer of Needles CA and Ruidoso NM with the FCC.
41. CTN is damaged because the FCC has delayed the transfer of Needles CA and Ruidoso NM.

PRAYER FOR RELIEF

Community Translator Network LLC prays this Court for an Order:

- (a) for specific Performance on the CTN-PMCC Assignment Agreement wherein PMCC is required to facilitate the transfer of the three remaining FM Translator Construction Permits to Community Translator Network LLC or that the Clerk of the Court is authorized to facilitate the transfer of the FM Translator Construction Permits with the FCC;
- (b) An award of damages for breach of contract in the amount not less than \$500,000.00;

- (c) An award for contractual interference in the amount of not less than \$21,500.00;
- (d) An award for attorney fees and costs in an amount to be specified by affidavit;
- (e) punitive damages in amount determined by the Court;
- (f) an order enjoining PMCC from interfering in CTN's business;
- (g) all other remedies this Court deems appropriate.

RESPECTFULLY SUBMITTED this Thursday, April 28, 2016.

/s/ John Christian Barlow

John Christian Barlow, Attorney for Plaintiff/Debtor

Received & Inspected

JUN 19 2017

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Bankruptcy
re-organization

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for Debtor in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

In Re: COMMUNITY TRANSLATOR NETWORK, LLC Debtor in Possession.	Bankruptcy No. 15-31245 Chapter 11 Chief Judge WILLIAM T. THURMAN
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BALLOT FOR ACCEPTING OR REJECTING DEBTOR'S PLAN OF REORGANIZATION
DATED FEBRUARY 22, 2016, AS AMENDED (DOC 39)

CLASS [] BALLOT FOR ACCEPTING OR REJECTING
PLAN OF REORGANIZATION

The Debtor and Debtor in Possession, Community Translator Network LLC ("Debtor"), filed a plan of reorganization dated February 22, 2016 (the *Plan*) for the Debtor in this case. The Court has approved a disclosure statement with respect to the Plan (the *Disclosure Statement*). The Disclosure Statement provides information to assist you in deciding how to vote your ballot. If you do not have a Disclosure Statement, you may obtain a copy from Attorney for the Debtor, John Christian Barlow at 321 N Mall Drive R290, St. George UT 84790, 432-634-1200, jcb@johnchristianbarlow.com. Court approval of the disclosure statement does not indicate approval of the Plan by the Court.

In Re: Community Translator Network LLC Bankruptcy Case No 15-31245	Page 1 of 3	Ballot for Accepting or Rejecting Plan of Reorganization Dated Monday, February 22, 2016
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You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim or equity interest has been placed in a specific class under the Plan. If you hold claims or equity interests in more than one class, you will receive a ballot for each class in which you are entitled to vote.

If your ballot is not received by Attorney for the Debtor, John Christian Barlow at 321 N Mall Drive R290, St. George UT 84790 on or before MAY 5, 2016, and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

ACCEPTANCE OR REJECTION OF THE PLAN

Please be advised that the proposed Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by (a) the holders (other than those designated or solicited "not in good faith") of two-thirds 2/3 in amount and more than one-half (1/2) in number of the claims in each class who actually vote; and (b) the holders (other than those designated or solicited "not in good faith") of two-thirds (2/3) in amount of equity security interest in each class who actually voted. Even if the requisite acceptances are not obtained, the Court may confirm the proposed Plan if the Court finds that the proposed Plan accords to the class rejecting it "fair and equitable treatment" as the term is used in the context of Section 1129(b) of the bankruptcy Code (11 U.S.C. § 1126).

In Re: Community Translator Network LLC Bankruptcy Case No 15-31245	Page 2 of 3	Ballot for Accepting or Rejecting Plan of Reorganization Dated Monday, February 22, 2016
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The undersigned, the holder of a Class [] claim against the Debtor in the unpaid amount of Dollars (\$)

Check one box only

- ☐ Accepts the plan
☐ Rejects the plan

Dated: _____

Print or type name: _____

Signature: _____

Title (if corporation or partnership) _____

Address: _____

RETURN THE ORIGINAL BALLOT WITH ALL PAGES TO:

Attorney for the Debtor,
John Christian Barlow
321 N Mall Drive R290,
St. George UT 84790
jcb@johnchristianbarlow.com

WITH A COPY TO:

United States Trustee
John T Morgan
405 S Main Street Suite 300
Salt Lake City UT 84111

AND KEEP A COPY FOR YOUR RECORDS.

John Christian Barlow (12438)
321 N Mall Drive R290
St. George UT 84790
432-634-1200
jcb@johnchristianbarlow.com
for Debtor in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

In Re: COMMUNITY TRANSLATOR NETWORK, LLC Debtor in Possession.	Bankruptcy No. 15-31245 Chapter 11 Chief Judge WILLIAM T. THURMAN
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DEBTOR'S DISCLOSURE STATEMENT RELATED TO THE DEBTOR'S PLAN OF
REORGANIZATION DATED FEBRUARY 22, 2016, AS AMENDED.

INTRODUCTION

Community Translator Network, LLC, the above named debtor in possession (the "Debtor"), has prepared this Disclosure Statement (the "Disclosure Statement") in connection with its solicitation of acceptances of the Debtor's Plan of Reorganization dated February 22, 2016, as Amended (the "Plan"). The Plan has been filed with the United States Bankruptcy Court for the District of Utah in the Debtor's reorganization case under Chapter 11 of Title 11, United States Code (the "Bankruptcy Code"). This Disclosure Statement is provided to creditors and other parties in interest to disclose "adequate information" as far as reasonably practical in light of the nature and history of the Debtor's business affairs so that holders of claims and interests can arrive at an informed judgment about the Plan within the meaning of 11 U.S.C. §1125(a)(1).

Section 1125 of the Bankruptcy Code requires this Disclosure Statement be approved by the Court, after notice and a hearing, as containing "adequate information" to enable creditors to make an informed judgment about the Plan.

THE DEBTOR BELIEVES THIS DISCLOSURE STATEMENT IS ACCURATE AND COMPLETE; HOWEVER, THERE IS NO GUARANTEE THAT IT IS. THE INFORMATION IN THIS DISCLOSURE STATEMENT HAS NOT BEEN SUBJECT TO AN AUDIT OR CERTIFIED AUDIT. THE DEBTOR IS THEREFORE UNABLE TO WARRANT THAT THERE ARE NO INACCURACIES IN THE INFORMATION. ALTHOUGH THE DEBTOR MADE A GOOD FAITH EFFORT TO BE ACCURATE, NEITHER THE BANKRUPTCY COURT NOR ANY OTHER PARTY IN INTEREST HAS PASSED UPON THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. YOU SHOULD READ THIS DISCLOSURE STATEMENT, ITS EXHIBITS AND THE PLAN IN THEIR ENTIRETY BEFORE VOTING ON THE PLAN.

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1. PROCEDURAL INFORMATION

1.1. Voting.

A ballot to be used for voting for or against the Plan is enclosed. Under the Bankruptcy Code, "impaired" classes of claims are entitled to vote on the Plan. CLAIMS IN CLASSES 1 THROUGH 4 AND INTERESTS IN CLASS 5 ARE IMPAIRED AND ENTITLED TO VOTE.

IN ORDER TO BE COUNTED, BALLOTS MUST BE RETURNED SO THAT THEY ARE RECEIVED NO LATER THAN 4:30 P.M., MOUNTAIN TIME, ON MAY 5TH 2016 AT 4:30 PM MOUNTAIN TIME, AT THE FOLLOWING ADDRESS:

Attorney John Christian Barlow
321 N Mall Drive R290
St. George UT 84790
jcb@johnchristianbarlow.com

A HEARING ON CONFIRMATION OF THE DEBTOR'S PLAN WILL BE HELD BEFORE THE HONORABLE CHIEF JUDGE WILLIAM T. THURMAN AT COURTROOM 2B, UNITED STATES BANKRUPTCY COURT, 206 WEST TABERNACLE, ST. GEORGE, UTAH 84770 ON MAY 12TH 2016 AT 2:30 PM. MOUNTAIN TIME. OBJECTIONS TO CONFIRMATION OF THE PLAN, IF ANY, MUST BE IN WRITING AND FILED WITH THE CLERK OF THE BANKRUPTCY COURT, AT THE ABOVE ADDRESS, ON OR BEFORE MAY 5TH 2016 AT 2:30 PM, MOUNTAIN TIME, AND COPIES OF SUCH OBJECTION MUST BE SERVED UPON:

Attorney John Christian Barlow
321 N Mall Drive R290
St. George UT 84790
jcb@johnchristianbarlow.com

John T. Morgan
United States Trustee's Office
405 South Main Street, Suite 300
Salt Lake City, UT 84111

OBJECTIONS TO CONFIRMATION, IF ANY, WILL COME ON FOR HEARING AT
THE TIME OF THE HEARING ON CONFIRMATION SET FORTH ABOVE.

2. BACKGROUND OF THE CASE

2.1.1. Petition

The Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on December 1, 2015.

2.1.2. Debtor in Possession.

The Debtor has remained in possession and has operated its business as Debtor in Possession since the filing of the petition.

2.1.3. Trustee or Examiner.

No trustee or examiner has been appointed in this case.

2.1.4. No Unsecured Creditors' Committee.

No unsecured creditors' committee has been appointed in this case.

3. BACKGROUND AND AFFAIRS OF THE DEBTOR

3.1.1. Formation of the Debtor.

The Debtor, Community Translator Network, LLC., is a limited liability company registered in Utah on January 26, 2006.

3.1.2. Manager of the Debtor.

Debtor is owned by Community Education Foundation, Inc., a nonprofit organization.

The Trustees of Community Education Foundation are: Lavon Randall, Lorna A. Skinner, John Christian Barlow, Ryan M. Skinner, and Jeffrey B. Bate.

3.1.3. Place of Business.

The Debtor's operations are located at 321 North Mall Drive R290, St. George, Utah 84790.

3.1.4. Nature of the Debtor's Business.

Our principal source of revenue and profits is from the purchase, development and sale of FM Broadcast Translator Stations authorized by the Federal Communications Commission ("FCC"), or the permits and licenses to construct or operate FM translator stations. We may operate translator stations that we develop or own for a period of time but we do not generate significant revenue or profit from operating FM translator stations.

3.1.5. Prepetition Operations and the Reason the Petition was Filed.

Debtor and Powell Meredith Communication Commission ("PMCC") entered into a contract ("CTN/PMCC Agreement") for the assignment of Eight FM Translators when granted as Construction Permits ("CP's") by the FCC.

After engineering work performed by Debtor, five FM translator applications were granted CP status and transferred to Debtor. Three FM translator construction permit applications required additional engineering work before they could be granted CP status and transferred to Debtor.

On January 29, 2016, the FCC granted the three construction permit applications CP status that had been held up pending engineering amendments and submission of Minor Modification Applications.

After Debtor performed the engineering work, PMCC filed with the Federal Communications Commission petitions to deny the pending transfers and reverse the transfer of the five CP's that had been granted to Debtor.

PMCC's petition to deny and informal objection to the assignment of five FM translator construction permits assigned to Debtor on March 21, 2014 were dismissed by the FCC. PMCC subsequently filed a petition for review with the FCC in an attempt to renegotiate the October 3, 2013 contract for all eight FM translator stations. The petition has not been acted upon. Debtor believes the FCC action is being held in abeyance awaiting a Court of Equity's determination.

Debtor has sold two FM translator stations to third-parties and filed assignment applications with the FCC for transfer to the Buyers. Both applications have been blocked by an additional petition to deny filed by PMCC.

PMCC is in breach of the CTN/PMCC agreement by filing the petitions to deny and refusing to transfer the remaining three CP's to Debtor.

Debtor has accumulated significant debt for the contract work required for engineering, legal, marketing work, and FCC fees, but is unable to sell the FM CP's to third-party Buyers due

to PMCC petitions to deny and that PMCC has refused the transfer the three recently granted CP's to the Debtor.

Debtor has filed a petition for Chapter 11 and put forth a plan in good faith. Debtor proposes that all creditors are paid 100% of their claim, and that PMCC be required to fulfill its contract with Debtor.

4. SIGNIFICANT EVENTS IN DEBTOR'S REORGANIZATION CASE

4.1.1. *Petition.*

The Debtor filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code on December 1, 2015.

4.1.2. *Employment of General Counsel.*

Debtor has employed John Christian Barlow as legal counsel in the past. Debtor filed an application to Employ Mr. Barlow as attorney for the Debtor; however, Mr. Barlow cannot meet the code requirements because he is also a holder of a claim. The U.S. Trustee filed an objection to the Application to Employ. Debtor will not file another application to employ, but Mr. Barlow will act as counsel for the Debtor through the Bankruptcy.

4.1.3. *Statement and Schedules.*

On December 10, and 11, 2015 Debtor filed its original Statement of Financial Affairs and related Schedules of Assets and Liabilities.

4.1.4. *Meeting of Creditors.*

The meeting of creditors under section 341 of the Bankruptcy Case Code was held on January 13, 2016. The meeting was conducted by John T. Morgan, an attorney with the United States Trustee's Office ("USTO"). Mr. Barlow appeared as the representative of the Debtor.

4.1.5. Employment of Accountant.

Savage, Esplin, & Radmall CPA, was employed by Community Education Foundation, Inc., to perform the tax compliance for Debtor at the expense Community Education Foundation, Inc.

4.1.6. Monthly Financial Reports.

The Debtor has filed all monthly financial reports required in this bankruptcy case. Attached hereto as Exhibit A is the latest monthly report filed with the Court.

5. FINANCIAL DATA, ASSETS AND LIABILITIES

5.1.1. Summary of Chapter 11 Operations.

The Debtor has been conducting its normal business during the pendency of the Chapter 11 proceedings.

5.1.2. Claims Against the Debtor.

Attached hereto as Exhibit B is a summary of the claims scheduled by the Debtor and the proofs of claim filed by the creditors in the case and the Debtor's estimate of the claims that will be allowed and paid under the proposed Plan.

5.1.3. Balance Sheet.

For convenience of the Court and those receiving this Disclosure Statement, Debtor has prepared a Prospectus, Exhibit C, which includes the Debtor's latest available Balance Sheet, Financial Summaries, and Financial Projections / Six Month Cash Flow.

5.1.4. Historical Operations.

Debtor's principal source of revenue and profits is from the purchase, development and sale of FM translator stations authorized by the Federal Communications Commission, or the permits and licenses to construct or operate the FM translator stations. Debtor may operate translator stations, which the Debtor develops or owns for a period of time but Debtor does not generate significant revenue or profit from operating FM translator stations.

In the course of business Debtor acquires licenses, or permits to construct FM translator broadcast facilities ("construction permits" or CP's") issued by the Federal Communications Commission ("FCC") either by purchase from the persons or entities to which the FCC has previously issued the construction permits or by its own application for a new construction permit.

Each license or construction permit specifies the general operating characteristics of a facility to be constructed, including the market area, broadcast frequency, output wattage, operating requirements and other technical matters established by the FCC to prevent interference with other broadcast stations in the same market area. Debtor then undertakes to relocate and upgrade the FM translator station in accordance with the FCC rules to improve the signal coverage of the station. The upgrades are accomplished by filing technical engineering applications ("Minor Modifications") that increase the number of people the FM translator station signal will reach. Minor Modification applications, when granted as construction permits, then require construction pursuant to the broadcast authorization. When construction is complete,

an application for a Broadcast License (the "License") is filed with the FCC. FM translators are only allowed to rebroadcast the signal of a primary AM or FM full-power radio station pursuant to criteria established by the FCC. FM translator stations are not allowed to originate any programming.

Debtor also acquires previously-licensed FM translator stations which are undervalued, that can be relocated, upgraded and sold. Debtor undertakes to relocate or upgrade FM translator stations improving the translator station's broadcast signal or take other actions to increase the value of the broadcast authorization and sell the translator. Each facility Debtor purchases or develops may be offered for sale at any time during permitting, construction, upgrade or licensing, or after commencement of operations.

6. SUMMARY OF THE DEBTOR'S PLAN

6.1. INTRODUCTION AND OVERVIEW

6.1.1. Caution.

THE FOLLOWING IS A BRIEF SUMMARY OF THE PLAN AND SHOULD NOT BE RELIED UPON FOR VOTING PURPOSES. CREDITORS ARE URGED TO READ THE PLAN IN FULL. THE PLAN REPRESENTS A LEGALLY BINDING DOCUMENT. AN INTELLIGENT JUDGMENT ABOUT THE PLAN CANNOT BE MADE WITHOUT READING IT.

6.1.2. Overview of the Plan.

The effective date of the Plan is 30 days after entry of an order confirming the Plan, unless a party to an appeal of the confirmation order obtains a stay pending appeal. The Plan provides for the continued operation of the Debtor after confirmation by the reorganized Debtor.

Repayment of claims will be made from funds generated from the reorganized Debtor's sales of its CP's or broadcast licenses.

Expenses of administration, consisting of quarterly fees due to the USTO, will be paid on the effective date of the Plan. Holders of these administrative expenses may agree to be paid over a period of time after the effective date of the Plan. Ongoing post confirmation administrative expenses and taxes shall be paid from funds generated from the reorganized Debtor's operation of its business.

Secured claims will be paid together with accrued interest thereon from the petition date as indicated herein. There are no priority claims.

Nonpriority unsecured claims will be paid in full from the proceeds generated from the reorganized Debtor's operation of its business. In the event there are insufficient funds to satisfy these claims in full, these creditors will share pro rata in any proceeds available after satisfaction of secured claims and any allowed administrative claims. The equity security holders of the Debtor will retain their respective equity interest in the reorganized Debtor.

6.2. ADMINISTRATIVE EXPENSES AND TAXES

6.2.1. Postpetition Operating Expenses.

The Plan provides for the payment of ongoing postpetition operating expenses from the operation of Debtors business.

6.2.2. Administrative Expenses.

Administrative expenses of the Chapter 11 case consist of: Quarterly fees to the USTO. The Debtor has paid all quarterly fees due through confirmation to the USTO. Any quarterly fees

due after confirmation will be paid from the proceeds of operations of its business. The Debtor shall file all Quarterly Fee Statutory Assessments under 28 U.S.C. § 1930(a)(6) in a timely fashion. Nothing contained in the Plan binds or acts as a waiver of the requirement that the Debtor report and pay the Quarterly Fee Obligations to the USTO. The Plan permits the reorganized Debtor to pay fees of professionals whose employment was authorized during the bankruptcy case, for services rendered after confirmation of the Plan, upon receipt of invoices for their services. Any amounts paid by the reorganized Debtor to such professionals after confirmation will be subject to final approval by the Court at the hearing on the reorganized Debtor's motion for final decree and order closing case.

6.3. DESIGNATION OF IMPAIRED CLASSES.

6.3.1. Classes of Claims and Interests.

Pursuant to the Bankruptcy Code, the Plan establishes classes of secured and unsecured claims. Debtor has no secured claims. Unsecured claims are included in Classes 1-5. Debtor's owner's interests are included in Class 6.

6.3.2. Impaired Classes.

Under the Bankruptcy Code, the Debtor is required to specify any class of claims or interest not impaired. Essentially, unless a plan leaves unaltered the legal, equitable, and contractual rights to which a claim or interest entitles the holder of such claim or interest, such claim or interest is impaired. All classes of claims and interests are impaired under the Plan.

6.4. TREATMENT OF CLAIMS.

6.4.1. Class 1 – AGUIRRE'S AND RUBIN'S CLAIM FOR FCC LICENSES.

The REORGANIZED DEBTOR shall pay this claim by transferring the FCC Permits to their respective buyers and performing on the contracts.

6.4.2. Class 2 – UNSECURED CLAIMS OF NON-INSIDERS.

The REORGANIZED DEBTOR shall pay these claims in full as funds are received from the sale of the FCC Permits.

6.4.3. Class 3 – UNSECURED CLAIMS OF INSIDERS.

The REORGANIZED DEBTOR shall pay these claims in full as funds are received from the sale of the FCC Permits.

6.5. TREATMENT OF OTHER CLAIMS.

6.5.1. Class 4 – OTHER CLAIMS

Class 4 contains all of the ALLOWED UNSECURED CLAIMS, which the DEBTOR estimates to be \$23,700.00. This class includes Powell Meredith Communications Company, (\$20,000.00 offset by the costs associated with litigation (if Powell Meredith Communications Company objects to the plan or an adversarial proceeding is required to enforce Section 6.15 below the amount due will be offset by attorney fees and costs incurred as a result)), and Rockwell Media Services LLC (\$3,700.00).

6.5.2. Class 5 – CLAIMS FOR SPECIFIC PERFORMANCE..

DEBTOR has two Executory Contracts which require specific performance.

The CLAIM of Adriana Aguirre ("Aguirre") is an Executory Contract for the assignment of FM Translator K283OB 104.5MHz at Ruidoso NM (Facility No. 14275) CP File no BNPT-20130826ADU for a purchase price amount of \$21,500.00 and a balance due CTN as of the petition date \$17,200.00.

The CLAIM of Rubin Broadcasting ("Rubin") is an Executory Contract for the assignment of FM Translator 262CM 100.3MHz at Needles CA (Facility No 142491) CP File No BNPT-20130826AHU for a purchase price amount of \$15,475.00 and a balance due CTN as of the petition date \$12,475.00.

Debtor will perform on the executory contracts and assign the respective facilities to their purchasers and as soon as the FCC has published final approval of the assignment Aguirre and Rubin will pay the balance of the funds due to the REORGANIZED DEBTOR.

6.6. TREATMENT OF INTERESTS.

6.6.1. CLASS 6-INTERESTS.

The Equity Holder is Community Education Foundation Inc. Debtor owes no money to Community Education Foundation. The Equity Holder will remain the sole owner of the REORGANIZED DEBTOR.

6.7. EXECUTORY CONTRACTS AND LEASES.

6.7.1. Assumed Leases and Executory Contracts.

The Debtor will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly assumed herein in this paragraph 6.7.1, or before the date of the order confirming this Plan, upon the effective date of this Plan.

A proof of claim based on the rejection of an executory contract or unexpired lease under this plan must be filed no later than thirty (30) days after the date of the order confirming this Plan.

6.8. OPERATIONS OF THE REORGANIZED DEBTOR.

6.8.1. Operation of the Business.

As of the effective date of the Plan, the reorganized Debtor will continue the operations of its business.

6.8.2. Manager of Reorganized Debtor.

Community Education Foundation, Inc. currently manages the Debtor and will remain as manager of the REORGANIZED DEBTOR.

6.8.3. Compensation of Manager.

Manager of Reorganized Debtor will only receive compensation after all debts are paid according to the plan.

6.8.4. Estimated Cash Flow.

The Debtor's cash flow are estimated by its projected income from operation shall consist solely of the sale of CP's as previously done by the Debtor. See Exhibit C

6.8.5. Avoidable Transfers.

Under the Bankruptcy Code, certain transfers made within 90 days of the filing of the bankruptcy petition, may have been made on account of an antecedent debt, made while the Debtor was presumed to be insolvent under section 547(f) of the Bankruptcy Code, enable the transferee to receive more than it would have received in a Chapter 7 bankruptcy liquidation,

may be recovered as preferential transfers. There are numerous circumstances that prevent a transfer from being a preference and a number of defenses available to the transferee under the Bankruptcy Code. In addition, fraudulent transfers made within one year of the petition date may be recovered under the Bankruptcy Code. Fraudulent transfers include those made with actual intent to hinder, delay or defraud creditors and, if the Debtor was insolvent, those made for less than fair equivalent value.

6.9. OTHER MATTERS.

6.9.1. Default.

If the reorganized Debtor does not materially default under the Plan, creditors shall be prohibited from taking any enforcement or collection actions or any kind against the Debtor. If the reorganized Debtor materially defaults under the Plan, the holder of the claim may exercise its rights under Utah state law or, in the case of the IRS, Federal law, and the documents evidencing the obligation as the same may have been modified by the Plan. Exercise of these rights, however, will be only permitted after 30 days notice to the reorganized Debtor and holders of unpaid allowed claims as indicated herein. For the purposes of the Plan, "material default" occurs if Debtor fails to make any payment required under the Plan, or to perform any other obligation required under the Plan for more than fifteen (15) days after the time specified in the Plan, the affected creditor may serve upon Debtor a written notice of default. The reorganized Debtor may cure the default during the 30-day period. During the 30-day period, any party adversely affected by the threatened action may seek to obtain from the Bankruptcy Court an order prohibiting such action. Failure of the reorganized Debtor to make payments on account of allowed priority claims will permit the holder of such claim to give 30-days notice of the intent to request a default under the Plan. A hearing will be held on such motion, after notice to

holders of all unpaid allowed claims. If, at the time of hearing, the default has not been cured, the

Court may enter an appropriate order including, directing the reorganized Debtor to pay the claim, or order conversion or dismissal of the case. In the event the reorganized Debtor fails to make a payment on account of allowed nonpriority unsecured claims in Class 4, the holder of any such claim adversely affected thereby will be permitted to pursue recovery of the claim in a court of appropriate jurisdiction, other than the Bankruptcy Court. The holder of any such claim, however, must first give the reorganized Debtor 30 days notice of its intent to pursue such claim if the default is not cured within the 30-day period. This means that the holder of an unpaid allowed nonpriority unsecured claim in Class 4 that is not paid as set forth in the Plan, could file an action in state court against the reorganized Debtor to recover the claim after expiration of the 30 days. Such an action could seek recovery of any delinquent payment and all future payments due to the claimant under the Plan. In addition or in the alternative to the other remedies for default previously set forth in the section, a creditor or party in interest may bring a motion to convert or dismiss the case under § 1112(b), after the Plan is confirmed, if there is a default in performing the Plan. If the Court orders the case converted to Chapter 7 after the Plan is confirmed, then all property that had been property of the Chapter 11 estate, and that has not been disbursed pursuant to the Plan, will revert in the Chapter 7 estate, and the automatic stay will be reimposed upon the revested property only to the extent that relief from stay was not previously granted by the Court during this case.

6.9.2. Retention of Jurisdiction.

The Bankruptcy Court retains jurisdiction under the Plan to adjudicate objections to claims, declare a default and over other matters specifically set forth in the Plan.

6.9.1. Final Decree and Order Closing Case.

Local Rule 3022-1 requires the reorganized Debtor to file a motion for final decree and order closing case within one year after confirmation of the Plan. The Plan provides that the reorganized Debtor will file such a motion. The reorganized debtor may file a motion prior to the one year period if the Plan has been substantially consummated, *i.e.*, payments have commenced under the Plan.

7. LIQUIDATION ANALYSIS

7.1.1. Liquidation Analysis.

Attached hereto as **Exhibit D** is a liquidation analysis prepared by the Debtor. The liquidation analysis shows anticipated recovery by creditors if the case is converted to a case under Chapter 7 and liquidated by a Chapter 7 trustee. The values used in the liquidation analysis for the real property is based upon the Debtor's best estimates of the market value of the property based upon the make, mileage and condition of the vehicles in the Debtor's fleet. As shown on **Exhibit D**, the Debtor anticipates the recovery to nonpriority unsecured creditors in a Chapter 7 liquidation would be 1%. The recovery anticipated under the Chapter 11 Plan to holders of nonpriority unsecured claims in Class 4 is also 100%.

7.1.2. Advantages of the Plan.

The advantages of confirmation of the Plan as opposed to liquidation of the Debtor in a Chapter 7 case are greater recovery of the return to creditors in all classes, lower administrative expenses in maintaining the Chapter 11 case and recovery of a greater percentage on account of the Equity Interest Holders in Class 5.

8. ALTERNATIVES TO THE PLAN AND RISKS

8.1.1. Alternatives.

An alternative to the Plan is the conversion of the case to a case under Chapter 7. As set forth in Article 6.6 Treatment of Interest, the Debtor believes confirmation of the Plan provides advantages to creditors and interest holders outweighing liquidation in a case under Chapter 7. Other alternatives include amending the Plan or dismissal of the case.¹

8.1.1. Risks.

There are inherent risks in any business operation. It is impossible to estimate with absolute certainty the amount of clients that will purchase the Debtor's facilities. The Debtor, however, has good reputation in the Broadcast industry and believes that it will continue to operate and continue to grow and pay its creditors more than would be realized by a Chapter 7 trustee or closing of the business.

9. MANNER OF VOTING AND CONFIRMATION OF THE PLAN

9.1.1. Solicitation of Acceptances.

This disclosure statement shall have been approved by the Court in accordance with Section 1125 of the Bankruptcy Code before being provided to each creditor. Under the Bankruptcy Code, acceptances of the Plan may not be solicited from claim holders unless a copy of the approved disclosure statement is, or has been, transmitted to the claim holder.

¹The Debtor estimates that Chapter 11 administrative expenses including US Trustee's fees and accounting property taxes would be approximately \$XXX as opposed to the \$XX projected as Chapter 7 administrative fees.

9.1.2. Counting Votes and Acceptances.

In determining acceptances of the Plan, a vote will be counted if timely submitted by the holder of a claim that is impaired AND (a) whose claim is scheduled by the Debtor as undisputed, noncontingent and liquidated, (b) who has timely filed with the Court a proof of claim which has not been disallowed prior to computation of the votes on the Plan, (c) whose claim is an allowed secured claim under Sections 502 and 506(d) of the Bankruptcy Code, or (d) whose claim has been temporarily allowed by the Bankruptcy Court for purposes of voting.

9.1.3. Acceptance by Impaired Classes.

An impaired class of claims is deemed to accept the Plan if at least (a) 50% plus one of the number of allowed claims voting to accept the Plan and (b) 7/3 of the aggregate dollar amount of the allowed claims voting vote to accept the Plan

9.1.4. Manner of Voting.

A ballot for accepting or rejecting the Plan will be enclosed with the approved Disclosure Statement and Plan. Holders of claims should read the instructions carefully, complete, date and sign the ballot and transmit it to the address indicated on the ballot. In order to be tabulated, your ballot must be received by the time indicated thereon. Failure to vote or a vote to reject the Plan will not affect the treatment to be accorded a claim if the Plan is confirmed.

9.1.5. Hearing on Confirmation.

The notice of hearing on confirmation indicates the time and place of the confirmation hearing. The Court may confirm the Plan at the hearing only if the requirements set forth in Section 1129 of the Bankruptcy Code are satisfied. The Debtor may propose or file modifications to the Plan either before or at the hearing on confirmation. If the Bankruptcy Court

finds that the proposed modification or modifications do not adversely change the treatment of any creditor who has not accepted the modification in writing, the modification may be deemed accepted by all parties in interest who have previously accepted the Plan.

9.1.6. Best Interest of Creditors.

The Debtor must establish with respect to each class that each holder of a claim in that class has accepted the Plan or will receive or retain under the Plan on account of such claim or interest property of a value that is not less than the amount that such holder would receive if the Debtor were liquidated under Chapter 7 of the Bankruptcy Code.

9.1.7. Confirmation Without Acceptance by All Classes.

The Bankruptcy Code contains provisions for the confirmation of a Plan if it is not accepted by all impaired classes. Once a class of impaired claims has accepted the Plan, the Plan may be confirmed over the objection of every other class of creditors pursuant to Section 1129(b) of the Bankruptcy Code.

9.1.8. Rejection by Secured Class.

If a class of secured claims rejects the Plan, the Plan may be confirmed under Section 1129(b) if the Plan does not discriminate unfairly as to that class and is "fair and equitable" to the class. Section 1129(b) states the "fair and equitable" standard requires, among other things, the Plan to provide (a) the lien securing the claims of members of the class be left in place and holders of secured claims will receive deferred cash payments of a present value equal to the lesser of the amount of the claim or the value of the collateral, (b) the collateral securing the claims be sold free of the liens with the liens attaching to the proceeds and with such liens on the

proceeds being treated under one of the other two standards described in this paragraph or (c) a treatment for the claim which is the "indubitable equivalent" of the claim.

9.1.9. Rejection by Unsecured Class.

If a class of unsecured claims rejects the Plan, the Plan may be confirmed if it does not unfairly discriminate and is "fair and equitable" as to the class. Under Section 1129(b) a Plan is "fair and equitable" as to a class of unsecured claims if, among other things, the Plan provides that (a) each holder of a claim included in the rejecting class receive or retain an amount of that claim property which has a value, as of the effective date, equal to the amount of such claim, or (b) the holder of any claim or interest that is junior to the claims of such class will not receive or retain any property on account of the junior claim or interest.

10. TAX CONSEQUENCES OF THE PLAN

10.1.1. Tax Consequences.

As to the Debtor and the reorganized Debtor, because these entities are limited liability companies, they will have the normal tax consequences for any pass through entity. As such, the reorganized Debtor will need to comply with all tax reporting requirements and otherwise comply with the applicable provisions of the Internal Revenue Code and the Utah State Tax Code. The treatment of claims and interests under the Plan may also have tax implications to the holders of such claims and interests. For instance, there may be tax implications for the recapture of bad debts or implications regarding the timing of reportable income for entities that report income on a cash basis. Because each of the holders of claims and interests have such varied circumstances, it is impossible for the Debtor and the reorganized Debtor to provide legal or accounting advice regarding the applicability of the tax laws on an individualized basis.

Therefore, holders of claims and interests should obtain advice from their own counsel or accountants regarding the applicability of tax laws.

Dated this Monday, February 22, 2016

/s/ John Christian Barlow