

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement, made and entered into this 30th day of March, 2015, by and between **FOREVER MEDIA, INC. ("Forever") and FM RADIO LICENSES, LLC ("Licensee"**, and sometimes hereinafter referred to collectively with Forever as "Sellers") **SEVEN MOUNTAINS MEDIA, LLC ("SMM") and SOUTHERN BELLE, LLC ("Belle"**, and sometimes hereinafter referred to collectively with SMM as "Buyers"), and Sellers and Buyers are sometimes hereinafter collectively referred to as the "Parties" or singly as "Party").

W I T N E S S E T H:

WHEREAS, Licensee is the licensee of radio broadcast Stations **WHUN-AM and WHUN-FM**, licensed to Huntingdon and Mt. Union, Pennsylvania, respectively ("Stations"); and

WHEREAS, Buyers desire to purchase from Sellers certain personal property, tangible and intangible, all of the foregoing being used and useful in the operation of the Stations; and

WHEREAS, Licensee desires to receive the assignment of the licenses and other authorizations issued by the Federal Communications Commission (the "FCC" or "Commission") for the operation of the Stations (the "FCC Licenses");

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the Parties hereto herein contained, and other good and valuable

consideration, the receipt and adequacy of which is hereby acknowledged and intending to be legally bound, the parties hereby agree as follows:

1. **Definitions.** Unless otherwise stated in this Agreement, the following terms shall have the following meanings:

1.1 **"Assignment Applications"** means the applications which Licensee and Belle will join in and file with the Commission requesting its written consent to the assignment of the FCC Licenses from Licensee to Belle;

1.2 **"Closing"** means the consummation of the transactions contemplated by this Agreement.

1.3 **"Closing Date"** means 10:00 a.m. on the date on which the Closing occurs, which date shall be as determined by Sellers and Buyers, but no later than fifteen (15) days following the Final Order, unless otherwise agreed to by the Parties.

1.4 **"Closing Place"** means such place as the Parties may mutually agree to in writing;

1.5 **"Final Order"** means action by the Commission, or the Media Bureau of the Commission acting pursuant to delegated authority, granting the Assignment Application (the "Grant"), which action is no longer subject to administrative or judicial appeal, review, reconsideration, or rehearing within applicable administrative or judicial time limits;

1.6 **"Purchased Assets"** means all of the assets to be conveyed to Buyers by Sellers pursuant to Section 2.

2. **Assets to be Conveyed.** On the Closing Date at the Closing Place, Sellers will sell, assign, convey, transfer and deliver to Buyers by instruments of conveyance in form

reasonably satisfactory to Buyers, and free and clear of all liens, charges, encumbrances, debts, liabilities and obligations whatsoever, all of the following:

TO: LICENSEE

2.1 The FCC Licenses as listed on Exhibit "A" attached hereto, as well as all of Sellers' right, title and interest in and to the call letters of the Stations, or any other call letter then assigned by the Commission to the Stations.

TO: FOREVER

2.2 Certain tangible and intangible personal property owned by Sellers and used in the operation of the Stations, together with any replacements thereof or additions thereto made between the date hereof and the Closing Date, but specifically excluding Sellers' records, cash, cash equivalents, prepaid items, deposits and accounts receivable.

2.3 The contracts, leases and agreements in effect on the Closing Date which are associated with the operation of the Stations and listed on Exhibit "B" attached hereto ("Assumed Contracts").

2.4 Such files, records and logs pertaining to the operation of the Stations, including, but not limited to, the Stations's public files and the Stations's broadcast logs, as Buyers shall reasonably require, but excluding the corporate, tax and accounting records of Sellers.

3. Purchase Price; Method of Payment; Default Payment.

3.1 The aggregate amount to be paid to Sellers by Buyers for the Purchased Assets shall be ONE HUNDRED THOUSAND(\$100,000.00) DOLLARS (the "Purchase Price"), subject to adjustments as set forth in Section 4 below, and payable by certified check or wire transfer on the Closing Date.

3.2 Default. Provided that Buyers are not then in default in the performance of their obligations under this Agreement, if Sellers default in the performance of their obligations hereunder, Buyers may bring an action against Sellers for damages (which Buyers acknowledge and agree may not exceed the Purchase Price), and/or for specific performance, or both. Provided that Sellers are not then in default in the performance of their obligations under this Agreement, if Buyers default in the performance of their obligations hereunder, Buyers shall pay to Sellers the sum of FIFTY THOUSAND (\$50,000) DOLLARS (the "Default Payment"), which shall constitute full and complete liquidated damages to Sellers from Buyers' said default and shall be Sellers' sole and exclusive remedy in the event this Agreement is terminated as a result of Buyers' default hereunder.

4. **Prorations**. Operation of the Stations and all income, expenses and liabilities attributable thereto through 12:01 a.m. on the Closing Date shall be for the account of Sellers and thereafter for the account of Buyers. All: (i) income and expenses, including, but not limited to, such items as power and utilities charges, ad valorem and other real and personal property taxes and business taxes upon the basis of the most recent assessment available; (ii) the Assumed Contracts to be assigned to Buyers pursuant to Section 2.4; (iii) rents, wages and salaries of employees, including accruals of bonuses, commissions, sick pay and vacations of employees who are employed by Buyers, and related payroll taxes; and (iv) other prepaid and deferred items, shall be prorated between Sellers and Buyers in accordance with generally accepted accounting principles consistently applied, the proration to be made and paid, insofar as determinable, on the Closing Date, with a final proration settlement within sixty (60) days after the Closing Date.

5. **Representations and Warranties of Sellers.** Sellers represent and warrant with respect to the Stations, that:

5.1 **Organization and Standing.** Sellers are duly organized, validly existing and in good standing under the laws of their state of organization.

5.2 **Authorization.** Each Seller has taken all necessary action to duly approve the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, and this Agreement constitutes the valid and binding agreement of each Seller enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting creditors' rights generally, and subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

5.3 **FCC Licenses.** Licensee is the holder of the FCC Licenses as listed in Exhibit "A", and the FCC Licenses are in full force and effect and unimpaired by any act or omission of Sellers, or its members.

5.4 **Litigation.** On the Closing Date there will be no litigation, action, suit, judgment, proceeding or, to Sellers' knowledge, investigation pending, or outstanding before any forum, court, or governmental body, department or agency of any kind to which Sellers or the Stations are a party, nor to Sellers' knowledge will any such litigation be threatened.

6. **Affirmative Covenants of Sellers.** Between the date hereof and the Closing Date, except as permitted by this Agreement, Licensee will maintain its FCC Licenses:

(a) In substantial conformity with Communications Act of 1934, as amended, and the rules and regulations of the Commission; and

(b) In substantial conformity with all other material applicable laws, ordinances, regulations, rules and orders.

7. **Negative Covenants of Sellers.** From the date hereof through the Closing Date, except as contemplated by this Agreement, Sellers will not, without the prior written consent of Buyers (which consent shall not be unreasonably withheld, conditioned or delayed):

7.1 Create or assume any mortgage or pledge, or subject to lien or encumbrance any of the Purchased Assets, whether now owned or hereafter acquired, unless discharged prior to Closing.

7.2 Sell, assign, lease or otherwise transfer or dispose of any of the Purchased Assets, whether now owned or hereafter acquired, except for retirements in the normal and usual course of business or unless replaced with comparable assets.

7.3 Enter into, any contract, lease or agreement, or amend, renew or extend any Assumed Contract involving the Stations in any manner, except in the normal course of business.

7.4 Change the Stations' call letters or, except as may be reasonably required by Sellers to operate the Stations in accordance with the usual and ordinary course of business, or modify the Stations' facilities.

8. **Representations and Warranties of Buyers.** Buyers represent and warrant to Sellers that Licensee is legally, financially, technically and otherwise qualified under the Communications Act of 1934, as amended, and under the rules and regulations of the FCC, to become the holder of the FCC Licenses. Buyers are unaware of any facts which would cause the FCC to withhold or delay its consent to the assignment of the FCC Licenses to Licensee.

9. **Conditions Precedent to Buyers' Obligations.** The obligation of Buyers to consummate the transactions contemplated herein as to the Purchased Assets is subject to the fulfillment prior to and as of the Closing on the Closing Date of each of the following conditions, each of which (except for FCC consent) may be waived (but only by an express written waiver) at the sole discretion of Buyers:

9.1 **Commission Approval.** The Commission shall have given its written consent to the Assignment Applications.

9.2 **Representations and Warranties.** The representations and warranties of Sellers contained in this Agreement shall be true and correct in all respects at and as of the Closing Date as if made on the Closing Date.

9.3 **Performance.** Sellers shall have in all material respects performed and complied with the covenants, agreements and conditions, required by this Agreement to be performed or complied with by it prior to and at the Closing Date.

9.4 **Insolvency.** No insolvency proceedings of any character including, without limitation, reorganization, receivership, voluntary or involuntary, or bankruptcy or reorganization under the laws of the United States, affecting Sellers or any of their assets or properties shall be pending; and Sellers shall not have taken any action in contemplation of, or which would constitute the basis for, the institution of any such insolvency proceedings.

10. **Conditions Precedent to Sellers' Obligations.** The obligation of Sellers to consummate the transactions contemplated herein is subject to the fulfillment prior to and as of the Closing Date of each of the following conditions (and Sellers will use reasonable good

faith efforts to satisfy conditions within its control), each of which (except for FCC consent) may be waived (but only by an express written waiver) at the sole discretion of Sellers:

10.1 **Commission Approval.** The Commission shall have given its written consent to the Assignment Application.

10.2 **Representations and Warranties.** The representations and warranties of Buyers contained in this Agreement shall be true and correct in all respects at and as of the Closing Date as if made on the Closing Date.

10.3 **Insolvency.** No insolvency proceedings of any character including, without limitation, reorganization, receivership, voluntary or involuntary, or bankruptcy or reorganization under the laws of the United States, affecting Buyers shall be pending, and Buyers shall not have taken any action in contemplation of, or which would constitute the basis for, the institution of any such insolvency proceedings.

11. **Application for Commission Consent and Approval.** Licensee and Belle shall join in and file the Assignment Applications with the Commission as soon as practicable but in no event later than ten (10) days after the date of execution of this Agreement. Each Party will cooperate in the diligent submission of any additional information requested by the Commission with respect to the Assignment Applications and expeditiously and diligently use their best efforts to prosecute the Assignment Application to a favorable conclusion.

12. **Control of the Stations.** Between the date of this Agreement and the Closing Date, Buyers, nor their employees or agents shall directly or indirectly control, supervise or direct or attempt to control, supervise or direct the operation of the Stations, but such operation shall be the sole responsibility and in the complete discretion of Licensee.

13. **Termination.**

13.1 This Agreement may be terminated at any time by:

- (i) the mutual written consent of the Parties hereto;
- (ii) Buyers, if any of the conditions set forth in Article 9 shall have become incapable of fulfillment, and shall not have been waived by Buyers, or if Sellers shall have breached in any material respect any of their material representations, warranties or obligations hereunder and such breach shall not have been cured in all material respects or waived by Buyers prior to the Closing; or
- (iii) Sellers, if any of the conditions set forth in Article 10 shall have become incapable of fulfillment, and shall not have been waived by Sellers, or if Buyers shall have breached in any material respect any of their material representations, warranties or obligations hereunder and such breach shall not have been cured in all material respects or waived prior to the Closing.

13.2 In the event of the termination of this Agreement by Buyers or Sellers pursuant to this Section 13, written notice thereof shall promptly be given to the other Party and, except as otherwise provided herein, the transactions contemplated by this Agreement shall be terminated, without further action by any Party. Nothing in this Section 13 shall be deemed to release any Party from any liability for any breach by such Party of the terms and provisions of this Agreement or to impair the right of Buyers to compel specific performance of Sellers of its obligations under this Agreement.

13.3 A Party shall be deemed to be in default under this Agreement only if such Party has materially breached or failed to perform its obligations hereunder, and non-

material breaches or failures shall not be grounds for declaring a Party to be in default, postponing the Closing, or terminating this Agreement.

14. **Risk of Loss.** The risk of any loss, damage or impairment, confiscation or condemnation of any of the assets of the Stations from any cause whatsoever shall be upon Sellers at all times up to the Closing on the Closing Date. In the event of any such loss or damage, Sellers shall notify Buyers of same in writing immediately, specifying with particularity the loss or damage incurred, the cause thereof, if known or reasonably ascertainable, and the insurance coverage. The proceeds of any claim for any loss payable under any insurance policy with respect thereto shall be used to repair, replace or restore any such property to its former condition subject to the conditions stated below. If any portion of the property is not substantially repaired, replaced or restored (the term "substantially repaired, replaced or restored" shall mean operation with effective radiated power equal to at least fifty percent (50%) of the effective radiated power under the FCC Licenses) within the later of: (i) three (3) days of said casualty, or (ii) three (3) days following the day that the Commission's consent to the Assignment Application has become a Final Order, then Buyers may elect to: (1) consummate the Closing and accept the Purchased Assets which are damaged in their then condition, in which event Sellers shall assign to Buyers all proceeds of insurance covering the property involved in full satisfaction of any and all claims with respect to the damage to the property; or (2) terminate this Agreement; or (3) postpone the Closing Date until such time as the Purchased Assets which have been damaged are completely repaired, replaced or restored.

15. **Indemnification.**

15.1 **Indemnification by Sellers.** Buyers do not assume and shall not be obligated to pay any liability of Sellers under the terms of this Agreement or otherwise and shall

not be obligated to perform any obligations of Sellers of any kind or manner, except by reason of contracts assumed by Buyers hereunder and with respect to such contracts only such obligations which arise subsequent to the Closing Date. Each Seller, hereby agrees to indemnify, defend and hold harmless each Buyer, its successors and assigns, from and against:

15.1.1 Any and all claims, demands, liabilities, obligations, actions, suits, proceedings, losses, damages, costs, expenses, assessments, judgments, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, of every kind and description, contingent or otherwise, but not consequential damages of any kind whatsoever (the foregoing herein collectively referred to as "Damages"), occasioned by, arising out of or resulting from the operation of the Stations prior to Closing on the Closing Date.

15.1.2 Any and all Damages occasioned by, arising out of or resulting from any misrepresentation, breach of warranty or covenant, or default or nonfulfillment of any agreement on the part of Sellers under this Agreement, or from any misrepresentation in or breach of any certificate, agreement, appendix, schedule, or other instrument furnished to Buyers pursuant to this Agreement or in connection with any of the transactions contemplated hereby.

15.2 **Indemnification by Buyers.** Buyers shall indemnify, defend and hold harmless each Seller, its successors and assigns, from and against:

15.2.1 Any and all Damages occasioned by, arising out of or resulting from the operation of the Stations subsequent to the Closing Date, including, but not limited to, any and all claims, liabilities and obligations arising or required to be performed subsequent to closing on the Closing Date under any contract, agreement or lease assumed by Buyers hereunder.

15.2.2 Any and all Damages occasioned by, arising out of or resulting from any misrepresentation, breach of warranty or covenant, or default or nonfulfillment, of any agreement on the part of Buyers under this Agreement, or from any misrepresentation in or breach of any certificate, agreement, appendix, schedule or other instrument furnished to Sellers pursuant to this Agreement or in connection with any of the transactions contemplated hereby.

15.3 **Third-Party Claims.** In the event of third-party claims, each Party ("Indemnified Party") shall give notice in accordance with Section 19 below, to the other Party ("Indemnifying Party") as soon as practicable and in no event later than ten (10) business days of the occurrence of any event, or of its discovery of any facts, which in its opinion entitle or may entitle it to indemnification under this Section. However, failure to give such notice shall not preclude the Indemnified Party from seeking indemnification hereunder, unless, and to the extent that, such failure adversely affects to a material degree the Indemnifying Party's ability to defend against such a claim. The Indemnifying Party shall promptly defend such a claim by counsel of its own choosing and the Indemnified Party shall appear at any proceeding, at its own cost, by counsel of its own choosing and shall otherwise cooperate in the defense of such claim, including the settlement of the matter on the basis stipulated by the Indemnifying Party (with the Indemnifying Party's being responsible for all costs and expenses of such settlement). If the Indemnifying Party within fourteen (14) calendar days after notice of a claim fails to defend the Indemnified Party, the Indemnified Party shall be entitled to undertake the defense, compromise or settlement of such claim at the expense of and for the account and risk of the Indemnifying Party. Upon the assumption of defense of such claim, the Indemnifying Party may settle,

compromise or defend as it sees fit. However, anything in this Section to the contrary notwithstanding:

15.3.1 If there is a reasonable probability that a claim may materially and adversely affect the Indemnified Party, the Indemnified Party will have the right, at its own cost and expense, to appear, but shall cooperate with the Indemnifying Party, which shall continue to control such action; and the Indemnified Party shall not compromise or settle such claim in a manner which materially adversely affects the Indemnifying Party without the Indemnifying Party's prior written consent, such consent not unreasonably to be withheld;

15.3.2 If the facts giving rise to indemnification hereunder shall involve a possible claim by the Indemnified Party against a third party, the Indemnified Party shall have the right, at its own cost and expense, to undertake the prosecution, compromise and settlement of such claim; and

15.3.3 The Indemnifying Party will use its best effort not to enter into or settle or compromise any claim or consent to any entry of judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect to such claim.

15.4 **Time Period.** The indemnification provisions set out in this Section are intended to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, interest, penalties, costs, and expenses arising within twelve (12) months of the Closing Date. It shall not matter for the purposes of the parties' indemnity obligations under this Section whether suit is instituted or not and, if instituted, whether the suit is resolved or not during the twelve (12) month period, so long as the indemnifying party has received notice of the claim triggering the indemnity obligation during the period.

16. **Expenses/Taxes.** All FCC filing fees shall be split equally by Licensee and Belle. All other expenses incurred in connection with this transaction shall be borne by the Party incurring the same.

17. **Sellers' Performance at Closing.** Buyers' obligation to consummate the transactions contemplated hereby is expressly conditioned upon delivery of each of the following by or on behalf of Sellers on the Closing Date:

17.1 All requisite transfer documents, including bills of sale for all tangible and intangible personal property interests, and assignment of Assumed Contracts, conveying to Buyers the Purchased Assets.

17.2 A lease for certain tangible personal property used in the operation of the Stations.

17.3 The Assignment of the FCC Licenses to License.

17.4 The files, records and logs referred to herein.

17.5 Sellers shall further execute and deliver to Buyers such other instruments, documents and certificates as reasonably may be requested by Buyers to consummate the transactions contemplated by the Agreement.

18. **Buyers' Performance at Closing.** Sellers' obligation to consummate the transactions contemplated hereby is expressly conditioned upon delivery of each of the following to it by or on behalf of Buyers on the Closing Date:

18.1 Payment of the Purchase Price.

18.2 Buyers shall further execute and deliver to Sellers such other instruments, documents and certificates as reasonably may be requested by Sellers to consummate this Agreement and the transactions contemplated hereby.

19. **Notices.** All notices, demands and requests, required or permitted to be given under the provisions of this Agreement shall be in writing and deemed duly given if sent by express mail, postage prepaid, or overnight express service, effective upon receipt and addressed as follows:

19.1 If to Sellers:

Forever Media, Inc.
Attn: Lynn A. Deppen
One Forever Drive
Hollidaysburg, PA 16648
Telephone: 814-941-9800
Fax: 814-943-2754

19.2 If to Buyers:

Southern Belle, LLC
Attn: Kristin Cantrell
115 West Main Street
Frankfort, KY 40601
Telephone: 502-875-1130
Fax: 502-875-1225

or any such other addresses as the Parties may from time to time supply in writing.

20. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, provided, however, that any assignee of any party hereto shall be bound by the terms, provisions and obligations of the applicable assignor, as if the assignee were an original signatory to this Agreement. The parties hereto may not assign their rights and obligations hereunder to another party or parties without the approval of the other party, which approval shall not be unreasonably withheld.

21. **Construction.** This Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

22. **No Brokerage Commission.** The parties represent to one another that no party is responsible for a brokers commission with respect to this transaction. Each party shall hold all other parties harmless from any claim or obligation for such commission.

23. **Entire Agreement.** This Agreement, and the exhibits hereto and all agreements to be delivered by the Parties represent the entire understanding and agreement between the Parties with respect to the subject matter hereof, supersede all prior negotiations between the Parties, and can be amended, supplemented, waived or changed only by an amendment in writing which makes specific reference to this Agreement or the amendment, as the case may be, and which is signed by the Party against whom enforcement of any such amendment, supplement, waiver or modification is sought.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed
by their duly authorized officers on the day and year first above written.

SELLERS:

SEVEN MOUNTAINS MEDIA, LLC

BY: _____
AS ITS PRESIDENT

SOUTHERN BELLE, LLC

BY: _____
AS ITS PRESIDENT

SELLERS:

FOREVER MEDIA, INC.

BY: _____
AS ITS PRESIDENT

FM RADIO LICENSES, LLC

BY: _____
AS ITS MANAGER

ASSET PURCHASE AGREEMENT

Between

FOREVER MEDIA, INC.
and
FM RADIO LICENSES, LLC

as Sellers

and

SEVEN MOUNTAINS MEDIA, LLC
and
SOUTHERN BELLE, LLC

as Buyers

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. Definitions	2
2. Assets to be Conveyed	2
3. Purchase Price; Method of Payment; Default Payment	3
4. Prorations	4
5. Representations and Warranties of Sellers	5
6. Affirmative Covenants of Sellers.	6
7. Negative Covenants of Sellers	6
8. Representations and Warranties of Buyers	6
9. Conditions Precedent to Buyers' Obligations	7
10. Conditions Precedent to Sellers' Obligations	8
11. Application for Commission Consent and Approval	8
12. Control of the Stations	9
13. Termination	9
14. Risk of Loss	10
15. Indemnification	11
16. Expenses/Taxes	14
17. Sellers' Performance at Closing	14
18. Buyers' Performance at Closing	14
19. Notices	15

20.	Successors and Assigns	15
21.	Construction	16
22.	No Brokerage Commission	16
23.	Entire Agreement	16

Exhibits

Exhibit "A":	Licenses
Exhibit "B":	Assumed Contracts

EXHIBIT "A"

FCC Licenses

Stations

AUTHORIZATION

EXHIBIT "B"

Assumed Contracts