

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement"), made as of the __ day of January, 2021, is by and among Northern Michigan Radio, Inc., a Michigan Corporation and Northern Broadcast, Inc. (individually, "NMR" and "NBI" and, collectively, "Seller"), and William C. Gleich, a Michigan resident ("Buyer").

RECITALS:

A. WHEREAS, NMR is the licensee of radio station WFDX, Facility Identification Number 49573, licensed to Atlanta, Michigan ("WFDX" or a "Station"), and holds related auxiliary licenses and authorizations issued by the Federal Communications Commission (the "FCC"); and NMR is the licensee of FM translator station W263CD, Facility Identification Number 140609, licensed to Boyne City, Michigan, ("W263CD" or a "Station", or, collectively with WFDX, the "Stations") and holds related licenses and authorizations issued by the Federal Communications Commission ("FCC"); and Seller holds certain assets used and useful in the operation of the Stations; and

B. WHEREAS, Seller is willing to sell and Buyer desires to purchase certain property and assets of Seller used or useful in the operation of the Stations, and Seller is willing to assign and Buyer desires to obtain assignment of the licenses and permits issued by the FCC for the operation of the Stations, and of other licenses, permits, or authorizations issued by any regulatory agency in connection therewith, and

C. WHEREAS the licenses issued by the FCC for the operation of the Stations may not be assigned by Seller to Buyer without prior written consent of the FCC (the "FCC Consent");

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1: PURCHASE OF ASSETS

1.1 Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined below), Seller shall sell, assign, transfer, convey, and deliver to Buyer, and Buyer shall purchase and acquire from Seller all of those assets, properties, interests, and rights of Seller of whatsoever kind and nature, real and personal, tangible and intangible, which are used or useful in the operation of the Stations and which are specifically described in this Section 1.1, but excluding the Excluded Assets as hereafter defined (the "Station Assets"), as follows:

(a) all licenses, permits, and other authorizations which are currently issued to Seller by the FCC with respect to the Stations (the "FCC Licenses") and described on Schedule 1.1(a), including any renewals or modifications thereof between the date hereof and Closing;

(b) (i) all items listed on Schedule 1.1 (b); and (ii) any additional WFDX and W263CD equipment, electrical devices, hardware, transmitters, antennas, studio-transmitter link equipment associated exclusively with the Stations, any spare parts for the assigned equipment and other tangible personal property of every kind and description which are used or which are intended solely for use in the transmission of the Stations' signals, except any retirements or dispositions thereof made between the date hereof and Closing in the ordinary course of business and consistent with past practices of Seller in accordance with Section 8.3 hereof (the "Tangible Personal Property");

(c) the Seller's leasehold interest in the real property used by Seller as the WFDX transmitter site, together with the transmitter building, as described in Schedule 1.1 (c) (the "Real Property Leases");

(d) engineering maintenance and operational records relating exclusively to the operation of the Stations, including the WFDX technical and logs;

(e) Seller's rights in the Station's call letters; and

(f) any agreements for the provision of services that are listed in Schedule 1.1(f) (the "Station Contracts").

The Station Assets shall be transferred to Buyer free and clear of liens, claims, and encumbrances ("Liens").

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include any of the following assets or any rights, title, or interest therein (the "Excluded Assets"):

(a) all cash and cash equivalents of Seller including, without limitation, certificates of deposit, commercial paper, treasury bills, marketable securities, asset, or money market accounts, and all such similar accounts or investments;

(b) Seller's name, minute books, charter documents and such other books and records as pertain to the organization, existence or capitalization of Seller, duplicate copies of the records of the Stations, Seller's tax records, and all records not relating to the operation of the Stations;

(c) promotional studies and materials, marketing and demographic data, and any programming information and studies developed for WFDX;

(d) any pension, profit sharing, or other employee benefit plan or arrangement and the assets thereof, if any, pertaining to Seller's employees;

(e) books of account and accounts receivable attributable to the commercial operations of the Stations prior to the Closing Date;

(f) all claims, rights, and interest of Seller to any (i) refund of taxes or fees of any nature whatsoever, (ii) deposits or utility deposits, or (iii) pre-paid expenses, which in each case relate solely to the period prior to the Closing Date;

(g) any and all contracts that have terminated or expired prior to the Closing Date in the ordinary course of business as permitted hereunder;

(h) any trade payables and all non-advertising contracts of Seller other than those listed in Schedule 1.1(f), which excluded contracts will not be assumed by Buyer;

(i) contracts of insurance, including the cash surrender value thereof, and all insurance proceeds or claims made by Seller prior to the Closing Date;

(j) WFDX's current main studio and the tower located at the WFDX main studio location;

(k) all studio and transmission equipment, and all other tangible and intangible assets not listed in Schedules 1.1 (a) -(f) and used in the operation of any other station or stations licensed to Seller or entities with common ownership with Seller; and

(l) all other assets, whether tangible or intangible, not mentioned herein and specified in Schedule 1.2(l).

ARTICLE 2: ASSUMED OBLIGATIONS.

2.1 Assumption of Obligations. On the Closing Date, Buyer shall assume the obligations of Seller arising after Closing under the lease for the Real Property ("Real Property Leases"), and the Station Contracts, if any (the "Assumed Obligations"). Except for the Assumed Obligations, Buyer does not assume, and shall not be obligated to pay, discharge or perform, and will not be deemed by execution and delivery of this Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of

the consummation of the transactions contemplated hereby, to have assumed, any liabilities, obligations or commitments of Seller of any kind, whether or not disclosed to Buyer, including, without limitation: 1) any contracts not included in the Station Contracts, including, without limitation, any contract with Nielsen/Arbitron; 2) any liabilities arising under capital leases or other financing arrangements; 3) any taxes imposed by any governmental authority, including without limitation, income, sales or use taxes, or employment taxes related to Seller's operations prior to the Closing Date; 4) any employee severance payments, pension, profit sharing, retirement, bonus, stock option or other employee benefit plan or compensation arrangement with employees, any group insurance premiums, any payroll or unemployment taxes, any accrued vacation, sick pay, unemployment compensation, workers' disability benefits, salary withholding obligations and/or other employment costs relating to periods prior to the Closing Date; 5) any claims for negligence, other torts, breach of contract or claims of any other kind asserted by customers, former customers, insurance companies, or employees of Seller or any other party that are based on acts or omissions of Seller or its employees or agents occurring before the Closing Date; 6) any amounts due or that may be due to governmental or insurance payors, or any agency or intermediary thereof on account of reimbursement or payment adjustments attributable to any period prior to the Closing Date; 7) and, except as expressly provided herein, any debts, liabilities or obligations or the performance of any duties of Seller of any kind or nature whatsoever, whether arising before, on, or subsequent to the Closing, and whether contingent or liquidated in amount, including, without limitation, any debts, liabilities, obligations or duties arising out of accounts payable, tax liabilities, environmental, immigration or product liability matters, employee wages and benefits, contracts, agreements or other liabilities of Seller or related to the operation of Seller's business prior to the Closing Date (the "Seller's Retained Liabilities").

2.2 Absence of Undisclosed Liabilities. Seller does not have any Liabilities relating to the operation of the Station other than commercial liabilities and obligations incurred in the ordinary course of business and consistent with past practice and none of which has or will have a material adverse effect on the business or results of operations of the Station, and none of which shall be assumed or payable by Buyer.

ARTICLE 3: PURCHASE PRICE

3.1 Purchase Price. In consideration for the sale of the Station Assets to Buyer, Buyer shall deliver to Seller an aggregate purchase price of One Hundred Eighty Thousand Dollars (\$180,000.00), payable, subject to the adjustments and prorations described below, as set forth in Section 3.3 (the "Purchase Price").

3.2 Deposit. Concurrently with the execution of this Agreement, Buyer shall deliver Nine Thousand Dollars (\$9,000.00) (the "Deposit Amount") to Seller as a non-refundable down payment. At the Closing, the Deposit Amount shall be applied to the Purchase Price.

3.3 Payment of Purchase Price. At the Closing, Buyer shall pay Seller the Purchase Price, subject to the prorations set forth in Section 3.4 hereof, less the Down Payment Amount, as follows: (a) Buyer shall execute a secured Promissory Note in favor of Seller in the principal amount of Eighty Thousand Dollars (\$80,000), bearing interest at the rate of four percent (4%) over a term of five (5) years (the "Note"), and in the form of the draft note attached hereto as Schedule 3.3; and (b) Buyer shall pay by wire transfer of immediately available funds, pursuant to wire transfer instructions that Seller shall deliver to Buyer at least two (2) business days prior to the Closing Date, the sum of One Hundred Thousand Dollars (\$100,000), plus or minus the net amount of the prorations set forth in Section 3.4 hereof, to an account at a bank or other financial institution as specified in such instructions.

3.4 Prorations and Adjustments. Except as otherwise provided herein, all deposits, reserves, utility costs, FCC regulatory fees, and property taxes relating to the Station Assets shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles as of 11:59 p.m. on the date immediately preceding the Closing Date. As to those prorations and adjustments not capable of being ascertained on the Closing Date, an adjustment and proration shall be made within sixty (60) calendar days of the Closing Date.

3.5 Allocation. The Purchase Price shall be allocated among the Station Assets in a manner as agreed between the parties prior to the Closing, with Seller delivering to Buyer its proposed allocation schedule no later than two (2) business days prior to the Closing. If Seller and Buyer are unable to reach an agreement about the allocation, then the allocation shall be made in accordance with an appraisal of the Station Assets performed by an independent and neutral appraiser to be mutually agreed upon between Seller and Buyer and paid for equally by the parties. The parties agree to use the allocations determined pursuant to this Section 3.5 for all tax purposes.

ARTICLE 4: GOVERNMENTAL CONSENTS

4.1 FCC. Within five (5) business days after the execution of this Agreement, Seller and Buyer shall join in and file with the FCC an application for consent to assignment of the license for the Station from Seller to Buyer (the "Assignment Application"). Seller and Buyer shall diligently prosecute the Assignment Application and shall seek a prompt grant of the Assignment Application, granting consent of the FCC to the assignment of the license for the Station from Seller to Buyer (the "FCC Consent").

4.2 General. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement, the Assignment Applications, or the transactions contemplated hereby, and shall promptly respond to all requests for further information received from the FCC or governmental agency with regard to the Assignment Application. Buyer and Seller shall furnish each other with such information and assistance as such the other may reasonably request in connection with their preparation of any

governmental filing hereunder. If Buyer or Seller becomes aware of any fact relating to them which would prevent or delay the FCC Consent, it shall promptly notify the other thereof and use its reasonable best efforts to remove such impediment.

4.3 FCC Filing Fees. All FCC filing or grant fees with respect to the assignment of the FCC Licenses from Seller to Buyer shall be paid one-half by Buyer and one-half by Seller. Buyer and Seller recognize, however, that such fees must be paid in a single payment, and should one party advance the entire amount of the fee, the other party shall reimburse the paying party or the amount of the half due from the non-paying party shall be an adjustment at Closing. Each party shall otherwise bear its own costs and expenses (including the fees and disbursements of its counsel) in connection with the preparation of the portion of the Assignment Application to be prepared by it and in connection with the processing and defense of the application.

ARTICLE 5: TIMING OF CLOSING

Closing of the acquisition of the Stations shall take place by exchange of documents by Federal Express or facsimile on a mutually agreeable date which is within five (5) business days of the date on which the FCC Consent to the Assignment Application has become a Final Order. (the "Closing Date.") For purposes of this Agreement, the term "Final Order" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated. If the Closing is accomplished by exchange of facsimile signatures, such exchange shall be followed by an exchange of originals within ten (10) business days thereafter.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby makes the following representations and warranties to Seller:

6.1 Organization and Standing. Buyer is a resident of the State of Michigan, and at Closing shall be authorized to do business in the State of Michigan, and such authorization shall be in good standing. Buyer has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the "Buyer Ancillary Agreements"), to consummate the transactions contemplated hereby, and thereby and to comply with the terms, conditions, and provisions hereof and thereof.

6.2 Authorization. The execution, delivery, and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by all necessary actions of Buyer and of its stockholders and do not require any further authorization or

consent of Buyer or of its stockholders. This Agreement is, and each Buyer Ancillary Agreement when executed and delivered by Buyer and the other parties thereto will be, a legal, valid, and binding agreement of Buyer enforceable in accordance with its respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization, or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

6.3 No Conflicts. Neither the execution and delivery by Buyer of this Agreement and the Buyer Ancillary Agreements nor the consummation by Buyer of any of the transactions contemplated hereby or thereby nor compliance by Buyer with or fulfillment by Buyer of the terms, conditions, and provisions hereof or thereof will: (i) conflict with any law, judgment, order, or decree to which Buyer is subject; or (ii) require the approval, consent, authorization, or act of, or the making by Buyer of any declaration, filing, or registration with, any third party or any foreign, federal, state, or local court, governmental or regulatory authority or body, except the FCC Consent.

6.4 Qualifications. Buyer is legally, financially, and otherwise qualified to be the licensee of, acquire, own and operate the Stations under the Communications Act of 1934, as amended (the "Communications Act") and the rules, regulations, and policies of the FCC, except as set forth herein. To the best of Buyer's knowledge, there are no facts that would, under existing law and the existing rules, regulations, policies, and procedures of the FCC, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Stations, Buyer's qualification does not require the divestiture of any other media interest. Buyer has no knowledge of any facts concerning Buyer or any person with an attributable interest (as such terms are presently defined under decisions, rules, and regulation of the FCC) in Buyer which would, under present law (including the Communications Act) and present rules, regulations, and practices of the FCC, raise a substantial and material question concerning Buyer's level of market concentration which could result in further investigations by the FCC, the Department of Justice, or the Federal Trade Commission, or delay or prevent the grant of the assignment contemplated herein. Should Buyer become aware of any such facts, it will promptly notify Seller in writing thereof and shall use its best efforts to prevent such disqualification. There is no action, suit, or proceeding pending or threatened against Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect Buyer's ability to perform its obligations hereunder. Buyer will have available on the Closing Date sufficient funds to enable it to consummate the transactions contemplated hereby in the manner specified herein. To Buyer's knowledge, no representation, warranty, or statement of Buyer omits or will omit to state any material fact necessary to make each representation or warranty or statement in this Agreement accurate and not misleading in any material respect

ARTICLE 7: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes to Buyer the following representations and warranties with regard to its company, stations, and operations:

7.1 Organization. Seller is duly organized, validly existing, and in good standing under the laws of the State of Michigan. Seller has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Seller pursuant hereto (collectively, the "Seller Ancillary Agreements"), to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions, and provisions hereof and thereof.

7.2 Authorization. The execution, delivery, and performance of this Agreement and the Seller Ancillary Agreements have been duly authorized and approved by all necessary actions of Seller and its directors and stockholders and do not require any further authorization or consent of Seller or its directors or stockholders. This Agreement is, and each Seller Ancillary Agreement when executed and delivered by Seller and the other parties thereto will be, a legal, valid, and binding agreement of Seller enforceable in accordance with its respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization, or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

7.3 No Conflicts. Neither the execution and delivery by Seller of this Agreement and the Seller Ancillary Agreements, nor the consummation by Seller of any of the transactions contemplated hereby or thereby, nor compliance by Seller with or fulfillment by Seller of the terms, conditions and provisions hereof or thereof will: (i) conflict with any organizational documents of Seller or of its partners, or any law, judgment, order, or decree or contract to which Seller or its partners are subject; or (ii) require the approval, consent, authorization, or act of, or the making by Seller of any declaration, filing, or registration with, any third party or any foreign, federal, state or local court, governmental, or regulatory authority or body, except the FCC Consent.

7.4 Litigation; Compliance with Law. Except as specified on Schedule 7.4, there is no application, action, suit, investigation, claim, arbitration, proceeding, or litigation pending or, to Seller's knowledge, threatened against or involving Seller, the Station Assets, the Stations or the business or operations of the Stations, at law or in equity, or before or by any court, arbitrator or governmental authority. The Stations are not operating under or subject to any order, judgment, decree or injunction of any court, arbitrator or governmental authority. The Stations are in compliance in all material respects with all laws, ordinances, regulations, awards, orders, judgments, decrees and injunctions applicable to the Station Assets, including the federal, state,

and local laws, ordinances, regulations and orders pertaining to employment of labor, zoning, and other matters. The Stations are in compliance, in all material respects, with all FCC rules and policies concerning human exposure to radio frequency radiation.

7.5 Real Property Leases. The Real Property Lease representations and warranties are as follows:

(a) The Real Property Lease is in good standing, and Seller is not in default under such Real Property Lease. Schedule 1.1(c) includes a description of the Real Property Lease.

(b) The Real Property Lease provides sufficient access to the WFDX facilities without need to obtain any other access rights. No part of the Real Property is subject to any pending or, to Seller's knowledge, threatened suit for condemnation or other taking by any public authority. All buildings and other improvements included in the Real Property are in good operating condition and repair (ordinary wear and tear excepted) and free from material defect or damage and comply with applicable zoning, health and safety laws and codes. WFDX's towers, guy wires and anchors, ground systems and other facilities and improvements do not encroach upon any adjacent premises, and no facilities from adjacent premises encroach upon such Station's properties.

7.6 Title to Assets. Seller has good and valid title to all the Station Assets free and clear of all Liens.

7.7 Condition of Tangible Assets. All of the tangible personal property included in the Station Assets to be conveyed to Buyer at the Closing, including the tangible personal property described on Schedule 1.1(b), is being sold as-is, where-is. Without expanding the foregoing and as a matter of information only, to Seller's knowledge, such Station Assets and the intended use thereof are not in violation in any material respect of applicable FCC Licenses.

7.8 FCC Licenses and Operation of the Stations.

(a) Schedule 1.1(a) contains a true and complete list of all FCC Licenses associated with the Stations. Seller is the holder of the FCC Licenses described on Schedule 1.1(a), which are all of the licenses, permits, and authorizations required for the operation of the Stations, except as set forth in Schedule 7.8. The FCC Licenses set forth on Schedule 1.1(a) are valid and in full force and effect and, except as set forth in Schedule 7.8, there are no orders or, to Seller's knowledge, complaints, proceedings, or investigations pending or threatened, which could result in the revocation, suspension or limitation of the FCC Licenses.

(b) The operations of the Stations are in all material respects in accordance with the FCC Licenses, the Communications Act of 1934, as amended, and rules and regulations of the FCC covering operation of the Stations. W263CD is currently silent and must return to the

air on or before March 1, 2021. As this is a one-year silent period, the Seller agrees to return the W263CD to the air prior to that deadline.

(c) All material reports and filings required to be filed with the FCC by Seller with respect to the Stations have been filed. All such reports and filings are accurate and complete in all material respects.

(d) To the knowledge of Seller, no broadcast station or communications facility is causing interference in violation of FCC rules to the either or both of the Stations' transmissions in any material respect, and, to the knowledge of Seller, the Stations are not causing interference in violation of FCC rules to the transmissions of any other broadcast station or communications facility in any material respect.

7.9 Warranties Complete. To Seller's knowledge, no representation, warranty, or statement of Seller omits or will omit to state any material fact necessary to make each representation or warranty or statement in this Agreement accurate and not misleading in any material respect.

7.10 Brokers. Except with respect to Greg Guy of Patrick Communications ("Broker"), which Seller exclusively has employed as broker in connection with this transaction, no broker, finder, or other person is entitled to a commission, brokerage fee, or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any action or agreement by Seller. Seller shall pay to Broker all brokers' and/or finders' fees involved in the transactions contemplated herein and due to Broker.

7.11 Insurance. Seller maintains insurance policies or other arrangements with respect to the Stations and the Purchased Assets and will maintain such policies or arrangements until the closing.

7.12 Environment. To Seller's knowledge, no hazardous or toxic substance or waste regulated under any applicable environmental, health or safety law has been generated, stored, transported or released on, in, from or to the Leased Real Property included in the Stations' Assets. To Seller's knowledge, Seller has complied in all material respects with all environmental, health and safety laws applicable to the Stations.

7.13 Hazardous Materials. To Seller's knowledge, no hazardous or toxic materials (as hereinafter defined) exist in any structure located on, or exist on or under the surface of, any of the real property or equipment to be conveyed to or leased by Buyer. For purposes of this Agreement, "hazardous or toxic material" shall mean waste, substances, materials, smoke, gas, pollutants, contaminants, asbestos or asbestos related products, PCB's, petroleum, crude oil (or any fraction or distillate thereof) or particular matter designated as hazardous, toxic or dangerous, or requiring special handling, treatment or storage whether or not designated hazardous, toxic or dangerous under any environmental laws. For purposes of this Agreement

"environmental law" shall be interpreted to mean the Comprehensive Environmental Response Compensation and Liability Act, any successor to such law, and/or any other applicable federal, state, or local environmental, health or safety law, rule or regulation concerning the treating, producing, handling, storing, releasing, spilling, leaking, pumping, pouring, emitting, or dumping of any waste, substance, materials, smoke, gas or particulate matter or imposing liability or standards in connection therewith.

7.14 No Third-Party Options. There are no existing agreements with, operations or rights of, or commitments to any person other than Buyer to acquire any of the Purchased Assets or any interest therein or in the Station. Seller hereby agrees to indemnify, defend and hold harmless Buyer from and against all third-party option claims that may be asserted against Seller and Buyer with regard to the transaction contemplated by this Agreement.

ARTICLE 8: COVENANTS OF SELLER

Seller covenants and agrees with respect to the Stations that, between the date hereof and Closing, except as permitted by this Agreement or otherwise with the prior written consent of Buyer, it shall:

8.1 operate the Stations in the normal and usual manner, substantially in accordance with its past practices and in accordance with each station's licenses and/or permits; all rules, regulations, and policies of the FCC; the Communications Act of 1934, as amended; and all other applicable laws, regulations, and policies of the FCC and other governmental agencies; and shall conduct the business of the Stations only in the ordinary course;

8.2 upon receiving any finding, order, complaint, citation, or notice prior to Closing which states that any aspect of the Station's operations violates any rule or regulation of the FCC or of any other governmental authority (an "Administrative Violation"), notify Buyer of the Administrative Violation, and use its best reasonable efforts to remove or correct the Administrative Violation;

8.3 not, other than in the ordinary course of business, initiate any layoffs of personnel, incur any liability, or sell, transfer, encumber, lease or dispose of or agree to sell, transfer, encumber, lease or dispose of any of the Station Assets unless replaced with similar items of substantially equal or greater value and utility; and

8.4 upon reasonable notice, give Buyer and its representatives reasonable access during normal business hours to the Station Assets, and furnish Buyer with information relating to the Station Assets that Buyer may reasonably request, provided that such access rights shall not be exercised in a manner that interferes with the operation of the Station.

ARTICLE 9: OTHER COVENANTS

Buyer and Seller hereby covenant and agree that between the date hereof and Closing:

9.1 Co-operation. Subject to express limitations contained elsewhere herein, each party (i) shall co-operate fully with one another in taking any reasonable actions (including without limitation, reasonable actions to obtain the required consent of any governmental instrumentality or any third party) necessary or helpful to accomplish the transactions contemplated by this Agreement including, but not limited to, the prompt satisfaction of any condition to Closing set forth herein, and (ii) shall not take any action that conflicts with its obligations hereunder or that causes its representations and warranties to become untrue in any material respect. Buyer and Seller shall co-operate in defending against any petition to deny, informal objection, or other document filed with the FCC expressing any opposition to the Assignment Application(s).

9.2 Control of Stations. Subject to any time brokerage agreement which may be entered into by and between Seller and Buyer, Buyer shall not, directly or indirectly, control the operations of the Station prior to Closing. Such operations, including complete control, supervision, and direction of all programs, employees and policies, shall be the sole responsibility of Seller.

9.3 Confidentiality. Each party agrees that any and all information learned or obtained by it from the other shall be confidential and agrees not to disclose any such information to any person whatsoever other than as is necessary for the purpose of effectuating the transaction contemplated by this Agreement.

ARTICLE 10: CONDITIONS OF CLOSING BY BUYER

The obligations of Buyer hereunder are, at its option, subject to satisfaction, at or prior to Closing, of each of the following conditions with regard to the respective station:

10.1 Representations, Warranties, and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date, except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Seller under this Agreement at or prior to the Closing shall have been complied with or performed in all material respects. Buyer shall have received a certificate dated as of the Closing Date from Seller to the effect that the conditions set forth in this Section have been satisfied.

10.2 FCC Consent. The FCC Consent shall have been granted with respect to the Station and shall have become a Final Order; provided, that the requirement for finality may be waived with the mutual consent of Seller and Buyer.

10.3 Compliance with Conditions. Conditions which the FCC Consent(s) or any order, ruling, or decree of any judicial or administrative body relating thereto or in connection therewith specifies and requires to be satisfied prior to assignment of the Station to Buyer shall have been satisfied. Notwithstanding the foregoing, Buyer may terminate this Agreement

without penalty in the event that any such condition is, in Buyer's reasonable discretion, unsatisfactory to Buyer; provided, however, that Buyer may not terminate this Agreement based solely on a condition which requires Closing or resumption of broadcasts within a certain time period after the grant of a license renewal application for the Station.

10.4 Notice to and Consent of Real Property Lease Lessor. Seller shall have provided the required advance notice of assignment of the Real Property Lease to the Lessor (as defined in the Real Property Lease) in accordance with the terms of the Real Property Lease. Any written consent of Lessor necessary to assign the Real Property Lease from Seller to Buyer shall be obtained by Seller prior to the Closing Date.

ARTICLE 11: CONDITIONS OF CLOSING BY SELLER

The obligations of Seller hereunder are, at its option, subject to satisfaction, at or prior to the Closing, as applicable, of each of the following conditions:

11.1 Representations, Warranties, and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects. Seller shall have received a certificate dated as of the Closing Date from Buyer, to the effect that the conditions set forth in this Section have been satisfied.

11.2 FCC Consent. The FCC Consent shall have been granted and shall have become a Final Order; provided, that the requirement for finality may be waived with the mutual consent of Seller and Buyer.

11.3 On Air Status of W263CD. W263CD shall have returned to on air operations prior to March 1, 2021.

11.4 Compliance with Conditions. Conditions which the FCC Consent(s) or any order, ruling, or decree of any judicial or administrative body relating thereto or in connection therewith specifies and requires to be satisfied prior to assignment of the Stations to Buyer shall have been satisfied. Notwithstanding the foregoing, Seller may terminate this Agreement without penalty in the event that any such condition is, in Seller's reasonable discretion, unsatisfactory to Seller; provided, however, that Seller may not terminate this Agreement based solely on a condition which requires Closing within a certain time period after the grant of a license renewal application for the Station.

11.5 Purchase Price. The Purchase Price shall be paid in the amount and manner set forth in Section 3 of this Agreement.

11.6 Legal Proceedings. The Seller will not be subject to any injunction, restraining order, stay, or other order of a court or administrative body of competent jurisdiction requiring the Seller not to consummate any of the transactions that this Agreement contemplates.

ARTICLE 12: EXPENSES

Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except that any filing fees, transfer fees, or recordation fees shall be paid equally by Seller and Buyer. The parties recognize that one party must initially pay the FCC Application filing fee, and the party not initially paying the filing fee agrees to reimburse to the payment party the amount equal to one-half of the filing fee as an adjustment at Closing.

ARTICLE 13: DOCUMENTS TO BE DELIVERED AT CLOSING

13.1 Seller's Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer the following:

- (i) certified copies of resolutions or Consent Actions authorizing the execution, delivery, and performance of this Agreement, including the consummation of the transactions contemplated hereby, together with a certificate of incumbency of the general partner;
- (ii) the certificate described in Section 11.1 ;
- (iii) a certificate of good standing from the State of Michigan;
- (iv) the leases described in Section 1.3;
- (v) assignments of the FCC licenses for the Stations;
- (vi) a bill of sale conveying the Tangible Personal Property;
- (vii) assignments and assumption of the Real Property Lease (with notification to Lessor or Lessor's written consent, as required by the Real Property Lease); and
- (viii) any such other bills of sale, assignments, and other instruments of conveyance, assignment and transfer executed by Seller as may be necessary to convey and transfer and assign the Station Assets to Buyer, free and clear of Liens.

13.2 Buyer 's Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller:

- (i) certified copies of resolutions or Consent Actions authorizing the execution, delivery, and performance of this Agreement, including the consummation of the

transactions contemplated hereby, together with a certificate of incumbency of the Buyer's corporate officers;

- (ii) the certificate described in Section 11.1;
- (iii) a good standing certificate for Buyer issued by the Secretary of State of the State of its organization;
- (iv) assignments and assumptions of the Real Property Lease (with notification to Lessor or Lessor's written consent, as required by the Real Property Lease);
- (v) the remainder of the Purchase Price; and
- (vi) such instruments of assumption executed by the Buyer as may be necessary to assume the post-Closing obligations associated with the FCC Licenses and other Station Assets to be assigned to and assumed by the Buyer pursuant to this Agreement.

ARTICLE 14: SURVIVAL; INDEMNIFICATION

14.1 Survival. The covenants, agreements, representations, and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date (the "Survival Period"), whereupon they shall expire and be of no further force or effect, except those under this Article 14 that relate to Damages (defined below) for which written notice is given by the indemnified party to the indemnifying party prior to the expiration of the Survival Period, which shall survive until resolved.

14.2 Indemnification.

(a) Seller's Indemnity Obligation. Seller hereby agrees to indemnify, defend, save, and hold Buyer and Buyer's shareholders, officers, directors, and employees ("Buyer Affiliates") harmless with respect to any and all claims, losses, obligations, liabilities, costs and expenses, including reasonable counsel fees ("Damages"), threatened, suffered, incurred, or sustained by Buyer and/or Buyer Affiliates by reason of any misrepresentations by Seller or any breach by Seller of this Agreement or of any of Seller's warranties, covenants, or representations contained in this Agreement, or arising from or by reason of Seller's ownership of the Station Assets or operation of the Station prior to the Closing Date hereunder, or arising out of any breach by Seller of the Real Property Lease or of any other agreements which might be assigned to Buyer hereunder because of events occurring prior to the Closing Date. Seller's cumulative and total obligations under this Section 14.2 shall not exceed the amount of Fifty Thousand Dollars (\$50,000).

(b) Buyer's Indemnity Obligation. Buyer hereby agrees to indemnify, defend, save, and hold Seller and Seller's shareholders, officers, directors, and employees ("Seller Affiliates") harmless with respect to any and all Damages threatened, suffered, incurred, or

sustained by Seller and/or Seller Affiliates by reason of any misrepresentations by Buyer or any breach by Buyer of this Agreement or of any of Buyer's warranties, covenants, or representations contained in this Agreement or arising from or by reason of Buyer's ownership of the Station Assets or operation of the Station subsequent to the Closing Date hereunder or arising out of any breach by Buyer of the Tower Lease assigned to the Buyer hereunder because of events occurring after the Closing Date hereunder. Notwithstanding other provisions of this Agreement, obligations to indemnify, defend, save, and hold Seller harmless in connection with Buyer's breach of the Real Property Lease after the Closing Date shall survive until the expiration of the each Real Property Lease's respective term. Buyer's cumulative and total obligations under this Section 14.2 shall not exceed the amount of Fifty Thousand Dollars (\$50,000).

(c) Indemnification Procedures. If either party hereto (the "Indemnatee") receives notice or otherwise obtains knowledge of any matter with respect to which another party hereto (the "Indemnifying Party") may be obligated to indemnify the Indemnatee under this Section 14.2, then the Indemnatee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnatee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided such counsel is reasonably satisfactory to the Indemnatee. If the Indemnifying Party elects to assume the defense of such matter, then (i) notwithstanding anything to the contrary contained herein, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnatee against the cost otherwise associated with Indemnatee's defense of such matter for the period following the Indemnifying Party's election to assume the defense of such matter, but shall be responsible for payment of any Damages or liability that may be assessed against the Indemnatee, (ii) the Indemnatee shall fully co-operate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (iii) the Indemnifying Party shall keep the Indemnatee informed of all material developments and events relating to such matter, and (iv) the Indemnatee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent.

(d) Computation of Damages. Any computation of the Damages payable pursuant to this Article 14.2 shall be decreased to the extent of any amounts recovered by the indemnified party from any third party (including insurance proceeds) in respect of any such Damages. The indemnified party shall use its commercially reasonable efforts to pursue payment under or from any insurer or third-party in respect of such Damages. Each Indemnatee shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Damages upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Damages. Seller shall not be liable under this Article 14.2 for any Damages based upon or

arising out of any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement if Buyer had knowledge of such inaccuracy or breach prior to the Closing.

ARTICLE 15: TERMINATION

15.1 Termination. This Agreement may be terminated at any time prior to Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller (i) does not satisfy the material conditions or perform the material obligations to be satisfied or performed by it on or before the Closing Date; or (ii) Seller otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained, and such breach or default is not cured within the Cure Period (defined below);
- (c) by written notice of Seller to Buyer if Buyer (i) does not satisfy the material conditions or perform the material obligations to be satisfied or performed by it on or before the Closing Date; or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);
- (d) by written notice of Buyer to Seller, or by Seller to Buyer, if the FCC dismisses or denies the Assignment Application, or if the FCC or any judicial or administrative body requires a condition that is materially adverse to Buyer or to Seller; provided that an FCC condition which requires Closing to take place either prior to the filing of license renewal applications or after grant of such applications shall not be considered to be materially adverse;
- (e) by written notice of Seller to Buyer, or of Buyer to Seller, if the Closing shall not have been consummated before November 15, 2021, unless the delay is due to the actions of the terminating party; or
- (f) by written notice of either party to the other if the FCC designates any of the Assignment Applications for hearing.

The term "Cure Period" as used herein means a period commencing on the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) thirty (30) calendar days thereafter or (ii) the Closing Date; provided, however, that if the breach or default cannot reasonably be cured within such thirty (30) period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing

Date. Except as set forth below, 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. Notwithstanding anything contained herein to the contrary, Article 12 (Expenses) and Section 9.3 (Confidentiality) shall survive any termination of this Agreement for a period of two years.

15.2 Remedies/Specific Performance. The termination of this Agreement shall not relieve either party of any liability for breach or default under this Agreement prior to the date of such termination. The parties recognize that if Seller defaults under this Agreement and as a result the Buyer terminates this Agreement, monetary damages alone will not be adequate to compensate the Buyer for its injury. Buyer shall therefore be entitled to obtain specific performance of the terms of this Agreement in addition to any other remedies, including but not limited to monetary damages that may be available to it at law or equity. If any action is brought by the Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law. In the event of a default by either party (the "Breaching Party") which results in the filing of a lawsuit for damages, specific performance, or other remedy, the other party (the "Non-Breaching Party") shall be entitled to reimbursement by the Breaching Party of reasonable legal fees and expenses incurred by the Non-Breaching Party, provided that the Non-Breaching Party is successful in such lawsuit.

ARTICLE 16: MISCELLANEOUS PROVISIONS

16.1 Risk of Loss. Seller shall bear the risk of all damage to, loss of or destruction of any of the Station Assets between the date of this Agreement and the Closing Date. If any material portion of the Station Assets shall suffer any material damage or destruction prior to the Closing Date (the "Damaged Assets"), Seller shall promptly notify Buyer in writing of such damage or destruction. If restoration, repair or replacement of such portion of the Damaged Assets is not accomplished prior to the Closing Date, Buyer may, at its option, elect either to consummate the Closing on the Closing Date, in which event Seller shall pay to Buyer the amount of any deductible under applicable insurance and assign to Buyer all of Seller's rights under applicable insurance policies, or to postpone the Closing Date by a period of up to ninety (90) days to allow time for restoration, repair or replacement of the Damaged Assets. If the Damaged Assets cannot be restored, repaired, or replaced to Buyer's reasonable satisfaction within ninety (90) calendar days, Buyer may elect to terminate this Agreement.

16.2 Further Assurances. After the Closing, Seller shall from time to time, at the request of and without further cost or expense to Buyer, execute and deliver such other instruments of conveyance and transfer and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby to vest in Buyer good title to the Station Assets, and Buyer shall from time to time, at the request of and without further cost or expense to Seller, execute and deliver such other instruments and take such other actions as may reasonably be requested in order more effectively to relieve Seller of any obligations being assumed by Buyer hereunder.

16.3 Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither Buyer nor Seller may assign its rights under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. All covenants, agreements, statements, representations, warranties, and indemnities in this Agreement by and on behalf of any of the parties hereto shall bind and inure to the benefit of their respective successors and permitted assigns of the parties hereto.

16.4 Amendments and Waivers. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension, or discharge is sought.

16.5 Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

16.6 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Michigan without giving effect to the choice of law provisions thereof.

16.7 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, including by facsimile or e-mail, and shall be deemed to have been received on the day of such facsimile or e-mail or on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller, to:

Northern Michigan Radio, Inc.
Northern Broadcast Inc.
PO Box 639
Minot, ND 58701
Attn: William Langer Gokey
E-mail: Langergokey@gmail.com

with a copy (which shall not be considered to be notice) to:

Anne Goodwin Crump, Esq.
Fletcher, Heald & Hildreth, P.L.C.
1300 N. 17th Street - Eleventh Floor
Arlington, VA 22209
E-mail: crump@fhhlaw.com

if to Buyer, to:

William C. Gleich
541 Bay Street
Boyne City, MI 49712
Phone: 972-754-0537
E-mail: Billcurtis.radio@gmail.com

with a copy (which shall not be considered to be notice) to:

John C. Trent, Esq.
Putbrese Hunsaker & Trent, PC
200 S. Church Street
Woodstock, VA 22664
Phone: 540-459-7646
Email: fccman3@shentel.net

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

16.9 No Third-Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

16.10 Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal, or unenforceable in any respect under any applicable law, 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.

16.11 Bulk Transfer Laws. Buyer hereby waives compliance with the provisions of any applicable bulk transfer laws.

16.12 Time is of the Essence. Time shall be of the essence in this Agreement and the performance of each and every provision hereof.

16.13 Co-operation. Seller and Buyer shall co-operate fully with each other in connection with any steps required to be taken under this Agreement and will use their respective

best efforts to perform or fulfill all conditions and obligations to be performed or fulfilled by them under this Agreement.

16.14 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements, and understandings relating to the matters provided for herein. This Agreement does not supersede any confidentiality agreement relating to the Stations.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

NORTHERN MICHIGAN RADIO, INC.

By: _____

William Langer Gokey
President

NORTHERN BROADCAST, INC.

By: _____

William Langer Gokey
President

BUYER:

By: _____

William Curtis Gleich

Title: _____

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

SELLER:

NORTHERN MICHIGAN RADIO, INC.

By: _____
William Langer Gokey
President

NORTHERN BROADCAST, INC.

By: _____
William Langer Gokey
President

BUYER:

By:  _____
William Curtis Gleich

Title: _____

Schedule 1.1(a)

FCC Licenses

WFDX License, FCC File No. BLH-19881107KA, granted February 2, 1989, as most recently renewed by FCC File No. 0000115532

W263CD License, FCC File No. BLFT-20120810ABS, granted August 24, 2012, license renewal pending FCC File No. 0000115534

Schedule 1.1(b)

Tangible Personal Property

| Equipment / Description | Model / Further details etc. | Serial Number | Location |
|--------------------------------------|-------------------------------------|----------------------|------------------------------|
| <u>WFDX TX INVENTORY LIST</u> | | | |
| Main Antenna | Jampro JSCP-10 w/ Radomes | | Tower - 597' C.O.R. |
| STL Antenna | 6' Mark | | Tower - 240' |
| 3-1/8" Transmission Line | Andrew 3-1/8" Line - Total = 615' | | Tower |
| 7/8" Transmission Line | Andrew 7/8" Line - Total = 260' | | Tower |
| Harris Exciter | 9947950004 | MPS100617-00017 | TX Building - Equipment Rack |
| Harris IPA Stage Power Amp | 9928236001 | 4782-00002 | TX Building - Equipment Rack |
| Harris 25KW Transmitter | FM25K (9-16-88) | 1985-2134-0009 | TX Building |
| Energy Onix KW - Aux TX | MK5-5 | 910719 | TX Building |
| Watt Meter | Bird - 3127-040 | 310 | TX Building - Equipment Rack |
| Directional Coupler | Bird | | TX Building |
| Coax Switch | Delta Electronics inc. 3-1/8" | | TX Building |
| Dummy Load - 25KW | DPTC-25KFM | 389800 | TX Building |
| Dehydrator | Andrew 40525B | 0305MRD0234M | TX Building |
| Harris Spare Parts | Spare parts kit and misc. | | TX Building |
| Energy Onyx Spare Parts | Spare parts kit and misc. | | TX Building |
| Misc. RF Hardware | | | TX Building |
| Building AC Surge Protector | LEA International | | TX Building |
| Burk Remote Control | ARC-16 | A990213 | TX Building - Equipment Rack |
| Modulation Sciences Inc. | CP803 | 10475324 | TX Building - Equipment Rack |
| Moseley STL Rx | PCL-606 | 45086R | TX Building - Equipment Rack |
| Moseley STL Tx | PCL-606/C | 45062T | TX Building - Equipment Rack |
| Back-UPS | BK650MC | | TX Building - Equipment Rack |
| SOLA transformer | 23-22-125 1L | 23212 | TX Building - Equipment Rack |
| EFI Surge Protector for Phone line | | | TX Building - Equipment Rack |
| WFDX Transmitter Building | | | |
| Audio Processor | Orban Model 8000A | 229987 | |

Special Ownership Notes

Special Ownership Notes

Schedule 1.1(c)

Real Property Lease

Copy of lease omitted as proprietary and confidential, as well as irrelevant to the merits of the proposed assignment.

Schedule 1.1(f)

Station Contracts

None

Schedule 1.2(l)

Other Excluded Assets

None

Schedule 3.3

Form of Promissory Note and Security Agreement

_____, Michigan
_____, 2021

PROMISSORY NOTE

FOR VALUE RECEIVED, William C. Gleich, a resident of the State of Michigan (“Maker”), promises to pay to Northern Michigan Radio, Inc., a Michigan corporation (“Holder”), or order, without offset, the principal sum of Eighty Thousand Dollars (\$80,000.00). This Promissory Note (“Note”) is subject to the following conditions and in accordance with the following terms.

1. This Note shall bear interest at the rate of four percent (4.0%) per annum and is payable in sixty (60) equal, consecutive monthly installments of principal and interest, each in the sum of One Thousand Four Hundred Seventy-Three Dollars and Thirty-Two Cents (\$1,473.32). The first such payment is due _____, 2021.
2. This Note evidences payment of the Purchase Price for certain assets purchased pursuant to the certain Asset Purchase Agreement (the “Purchase Agreement”) between Maker and Holder with regard to FM broadcast station WFDX, Facility ID No. 49573, Atlanta, Michigan, and FM translator station W263CD, Facility ID No. 140609, Boyne City, Michigan (each, a “Station,” and collectively, the “Stations”). Maker’s obligations under this Note are secured by that certain Security Agreement (the “Security Agreement”) entered into concurrently herewith between Maker and Holder. The Holder of this Note may evidence its security interest by the filing of a Form UCC-1, and Maker expressly consents to the filing of such form and such renewals thereof as may be necessary or appropriate to keep the UCC-1 notice in full force and effect until this Note is fully paid. Maker may, at its option, at any time, or from time to time, prepay prior to term, the entire principal amount of this Note or such part of the principal amount of this Note, as it may determine, without any penalty, surcharge or fee being imposed on account of such prepayment.
3. Unless otherwise instructed in writing by the Holder of this Note, all payments required by this Note shall be sent to:

Northern Michigan Radio, Inc.
Northern Broadcast Inc.
PO Box 639
Minot, ND 58701

Attn: William Langer Gokey
4. Time shall be deemed to be of the essence. Should it become necessary for the Holder of this Note to engage counsel to collect or enforce this Note, the Maker shall pay, to the extent permitted by law, all costs and reasonable attorney’s fees incurred in collecting or enforcing payment.

5. The Holder of this Note shall not by any act, delay, omission, or otherwise, be deemed to have waived any rights or remedies and no waiver shall be valid unless in writing signed by Holder. A waiver of any right or remedy under the terms of this Note on any one occasion shall not be construed as a bar to any other right or remedy which the Holder of this Note has or would have on any future occasion. This Note is non-negotiable.

6. This Note shall be governed and construed in accordance with the laws of Michigan (other than laws related to conflicts of laws).

7. If any provision of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way unless such enforcement would materially alter the underlying intent of the parties to this Note, as originally contemplated by the parties hereto at the time this Note was executed.

8. The Maker hereby waives presentment, demand for payment, notice of dishonor, notice of protest and protest delivery, acceptance, performance default, endorsement of guarantee of this instrument and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note. Maker hereby waives and renounces, for itself and its successors and assigns, all rights to the benefits of any statute of limitations, moratorium, reinstatement, marshaling, forbearance, valuation, stay, extension, redemption, appraisalment, and homestead exemption now provided, or which may hereafter be provided, by the applicable federal or state laws against the enforcement and collection of the obligations evidenced by this Note.

9. This Note shall be binding upon the successors and assigns of the Maker and shall inure to the benefit of the successors and assigns of the Holder of this Note.

10. In the event of a default on the part of the Maker of this Note, then upon thirty (30) days written notice to Maker (during which time Maker may cure the default) the Holder of this Note, subject only to limitations arising under the rules, regulations and policies of the FCC or any other law, may elect to exercise any or all rights, powers and remedies afforded hereunder and under the Security Agreement, and all other documents related hereto and by law, including, without limitation, the right to accelerate the maturity of this Note and declare all amounts owing in respect to this Note to be due and payable in full. Events of default include:

- a. Failure to make any payment on the date due and payable hereunder;
- b. Failure to perform any of Maker's material obligations hereunder or any of Maker's material obligations under the Security Agreement;
- c. If the Security Agreement is canceled, terminated, revoked, or rescinded or any proceeding to cancel, revoke, or rescind the Security Agreement is commenced by a third party;
- d. If the Maker shall become insolvent, make an assignment for the benefit of creditors, or any case or proceeding under any laws relating to bankruptcy,

insolvency, readjustment of debt, dissolution or liquidation shall be commenced with respect to the Maker provided, however, in any case or proceeding under any laws relating to bankruptcy, insolvency, readjustment of debt dissolution, or liquidation commenced against Maker, Maker shall not be in default if said case or proceeding is discharged within thirty (30) days

- e. If the FCC institutes any proceeding proposing revocation or short-term renewal of the license for either of both of the Stations; or
- f. If the Maker shall assign or seek authorization(s) to assign the FCC licenses of either or both of the Stations, except to a related party through a *pro forma* application on FCC Form 316.

11. Maker agrees after the occurrence of any Event of Default to take any action which Holder may reasonably request, at Maker's own cost and expense, in order to obtain approval of the FCC and all other governmental agencies to assign the FCC licenses and associated rights (the "License Rights") for one or both of the Stations to Holder and specifically, without limitation, upon request, to prepare, sign and file with the FCC the assignor's or transferor's portion of any application or applications for consent to the assignment of license(s) or transfer of control necessary or appropriate under the FCC's rules and regulations with respect to the License Rights and to prosecute such applications in good faith and with due diligence. In the case of Maker's non-performance or breach of the agreements contained in this paragraph, Maker shall be subject to a decree of specific performance in addition to a judgment for money damages, it being agreed that the License Rights are a unique asset and that Holder will be irreparably harmed by a failure to realize the full value thereof. In any suit or application for specific performance, attorney in fact or receivership, Holder shall only need to prove to the court that an Event of Default shall have occurred and be continuing, and Maker agrees not to object to the requirement of equitable relief or otherwise oppose such application.

Signature page to Promissory Note

William C. Gleich has executed this Note on the day and year above written.

WILLIAM C. GLEICH

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this “Agreement”) is made on this _____ day of _____, 2021, by and between William C. Gleich, a resident of Michigan (“Debtor”) and Northern Michigan Radio, Inc., a Michigan corporation (“Secured Party”).

RECITALS:

A. Secured Party and its affiliated companies are selling to Debtor, and Debtor is purchasing from Secured Party certain assets relating to Stations WFDX, Atlanta, Michigan, and W263CD, Boyne City, Michigan (Facility ID Nos. 49573 and 140609, respectively) (the “Stations”), pursuant to that certain Asset Purchase Agreement, dated as of December ___, 2020, by and between Secured Party and Debtor (the “Purchase Agreement”). All capitalized terms used herein but not defined herein shall have the meaning ascribed such terms in the Purchase Agreement.

B. As partial consideration for the sale of the Assets of the Stations to Debtor, Secured Party has agreed to accept a secured promissory note dated as of the Closing Date from Debtor in the principal amount of Eighty Thousand Dollars (\$80,000.00) (the “Note”).

C. In order to secure payment of the Note and any other amounts due and owing to Secured Party thereunder (the “Obligations”), Debtor has agreed to grant a security interest to Secured Party in certain assets of Debtor described below.

NOW, THEREFORE, for valuable consideration, and to secure the payment and performance when due of the Obligations of Debtor to Secured Party, Debtor and Secured Party hereby agree as follows:

Section 1. GRANT OF SECURITY INTEREST.

Debtor hereby grants and conveys to Secured Party a first priority continuing security interest in and lien on the Collateral (as defined below), together with all rights, remedies and privileges pertaining thereto, and proceeds thereof. The “Collateral” means:

(a) all accounts relating to the Stations of Debtor, as that term is defined in Article 9 of the Uniform Commercial Code, now existing or hereafter arising, including, without limitation, all present and future rights to payment for goods sold or services rendered by Debtor that are not otherwise evidenced by instruments or chattel paper, whether or not such rights have been earned by performance;

(b) all furniture, fixtures, equipment, inventory, books and records, programming, music libraries, computer hardware and software, auxiliary and translator facilities, transmitting towers, transmitters, antennas, antenna line and other electronic equipment and parts, supplies, machinery, and vehicles, and other tangible and intangible personal property of Debtor relating to the Stations

that exist as of the Closing Date; and

(c) to the extent permitted by law, any and all construction permits, licenses, and authorizations, including those for the Stations (including successor variants of its call sign), issued or granted to Debtor by the Federal Communications Commission ("FCC") or any other governmental entity or otherwise in connection with the operation of the Stations and any auxiliary broadcast or other facility associated with the Stations. **The parties recognize that as of the date of this Agreement, the FCC does not permit a security interest to extend to the Stations' FCC construction permits, licenses, and authorizations, and they recognize that courts have held that security interests are permitted to extend to the proceeds of the sale, transfer, or other disposition of such FCC construction permits, licenses, and authorizations.** The parties agree that although this security interest is not permitted to apply to the Stations' FCC construction permits, licenses, and authorizations, the security interest shall extend to the proceeds of the sale, transfer, or other disposition of such FCC construction permits, licenses, and authorizations. If the law in this regard is subsequently changed, in whole or in part, then all of the right, title, and interest of Debtor in and to any of the Stations' FCC construction permits, licenses, and authorizations, whether now held or hereafter acquired, shall automatically and immediately become subject to the Secured Party's security interest to the maximum extent permitted by law as then in force and effect.

Section 2. WARRANTIES AND COVENANTS.

Debtor warrants, covenants and agrees as follows:

(a) To pay and perform all of the Obligations secured by this Agreement in accordance with their respective terms;

(b) To defend the title to the Collateral against all persons and all claims and demands whatsoever. Except as provided in Section 10(f) of the Note, Debtor agrees not to transfer legal or equitable title to the Collateral to any other party without Secured Party's prior written consent;

(c) On demand of Secured Party, to do the following: furnish further assurance of title; execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this Agreement; execute any instrument or statement required by law or otherwise in order to perfect the security interests granted to Secured Party herein; and continue or terminate the security interest of Secured Party in the Collateral;

(d) Except as provided in Section 10(f) of the Note, to retain possession of the Collateral during the existence of this Agreement and not to sell, exchange, assign, deliver, mortgage or otherwise dispose of same without the prior written consent of Secured Party, which Secured Party may grant or deny in its sole discretion;

(e) To keep the Collateral free and clear of all liens, charges, encumbrances, taxes and assessments;

(f) To pay, when due, all taxes, assessments and license fees and premiums relating to the Collateral;

(g) To obtain the prior written consent of Secured Party before any change in the name or ownership status of Debtor as an individual. Notwithstanding the forgoing, with written notice to Secured Party, Debtor may assign the Promissory Note and this Security Agreement to a related party that has become the licensee of the Stations through a pro forma application on FCC Form 316; provided that Debtor shall remain liable for payment of the amounts due pursuant to the Promissory Note. In the event of such a pro forma change, the parties agree to amend the Promissory Note and Security Agreement to reflect such a change;

(h) Unless waived by Secured Party, to keep all proceeds from any disposition of the Collateral held in trust for Secured Party; provided however, this requirement shall not constitute consent by Secured Party to any sale or other disposition;

(i) To perform and comply in all material respects with all obligations in respect of the accounts and under all other contracts and agreements to which Debtor is a party or by which it is bound relating to the Collateral where failure to so comply would result in a material adverse effect on the Collateral, unless the validity thereof is being contested in good faith by appropriate proceedings and such proceedings do not involve the material danger of the sale, forfeiture, or loss of the Collateral which is the subject of such proceedings or the priority of the lien in favor of Secured Party thereon.

Section 3. GENERAL PROVISIONS.

(a) Debtor hereby authorizes Secured Party to file, without a signature of Debtor, a financing statement with any governmental authority, to perfect or continue the security interest granted by Debtor to Secured Party under this Agreement, or to file a photographic or other reproduction of this Agreement for use as a financing statement.

(b) Waiver of or acquiescence in any default by the Debtor, or failure of Secured Party to insist upon strict performance by the Debtor of any warranties or agreements in this Agreement, shall not constitute a waiver of any subsequent or other default or failure.

(c) Notices to any party shall be in writing and shall be delivered personally or by mail, postage prepaid, addressed to the party at the address set forth below or otherwise designated in writing:

If to Secured Party:

Mr. William Langer Gokey
Northern Michigan Radio, Inc.
PO Box 639
Minot, ND 58701

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

Anne Goodwin Crump, Esq.
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street, 11th Floor
Arlington, VA 22209

If to Debtor:

Mr. William C. Gleich
541 Bay Street
Boyne City, MI 49712

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

John C. Trent, Esq.
Putbrese Hunsaker & Trent, PC
200 S. Church Street
Woodstock, VA 22664

(d) The laws of the State of Michigan shall govern the rights, duties and remedies of the parties and enforcement of this Agreement, without regard to any choice of laws provisions thereof that may direct the application of the laws of another jurisdiction. Any provisions herein declared invalid under any law shall not invalidate any other provision of this Agreement.

(e) The following shall constitute an Event of Default by Debtor:

- (i) Failure of Debtor to make any payment when due and payable under the Obligations;
- (ii) Failure of Debtor, within five (5) business days after receipt from Secured Party of notice of non-compliance, to comply with or perform any provision of the Note, this Agreement or any other documents evidencing the Obligations;
- (iii) False or misleading representations or warranties made or given by Debtor in connection with this Agreement;
- (iv) Subjection of the Collateral to levy of execution or other judicial process;
- (v) Commencement of any insolvency proceeding by or against Debtor;

- (vi) The cession by Debtor of its business activities; or
- (vii) Any waiver made by Debtor that materially impairs the collectability of an account.

(f) Upon the happening of any Event of Default, at the sole option of Secured Party, Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the Collateral and disposition of the proceeds as are accorded to a secured party by the applicable sections of the Uniform Commercial Code respecting "Default" in effect in the State of Michigan as of the date of this Agreement.

(g) Secured Party's reasonable attorneys' fees, costs of collection and the legal and other expenses for pursuing, searching for, receiving, taking, and selling the Collateral shall become a part of the Obligations secured hereby and shall be immediately chargeable to Debtor.

(h) Debtor shall remain liable for any deficiency resulting from a sale of the Collateral for less than the value of the Obligations and shall pay any such deficiency forthwith to Secured Party upon demand.

(i) Upon the happening of any Event of Default, the Secured Party, in its sole discretion, may: (1) enter upon Debtor's premises peaceably, by the Secured Party's own means or with legal process, and take possession of the Collateral, or dispose of the Collateral on Debtor's premises and Debtor agrees not to resist or interfere; (2) require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party reasonably convenient to both parties (Debtor agrees that Secured Party's address as set forth herein is a place reasonably convenient for such assembling); (3) unless the Collateral is likely to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice will be met if such notice is mailed, postage prepaid, to the address of Debtor shown herein, at least ten (10) business days before the time of sale or disposition.

(j) Debtor hereby appoints Secured Party as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to do the following, but only upon the happening of any Event of Default: (1) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (2) to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts or warrants issued in payment for the Collateral; (3) to settle or compromise any and all claims arising under the Collateral, and, in the place and stead of Debtor, to execute and deliver releases and settlements for the claim; and (4) to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Debtor, or otherwise, which in the discretion of Secured Party may seem to be necessary or advisable. This power is given as security for the Obligations, and the authority hereby conferred is and shall be irrevocable and shall remain in full

force and effect until renounced by Secured Party.

(k) Debtor shall indemnify and hold harmless Secured Party, and its directors, officers, employees, and affiliates, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, and disbursements of any kind or nature whatsoever including, without limitation, reasonable attorneys' fees and settlements costs, which may be imposed on, incurred by, or asserted against Secured Party, or its directors, officers, employees, or affiliates, in connection with any investigative, administrative, or judicial proceeding (whether Secured Party is or is not designated as a party thereto) directly or indirectly relating to or arising out of this Agreement or the Obligations, or any actual or proposed use of proceeds thereunder, except that neither Secured Party, nor any of its directors, officers, employees, or affiliates, shall have the right to be indemnified hereunder for its own gross negligence or willful misconduct as determined by a court of competent jurisdiction.

(l) Secured Party may assign this Agreement to any person to whom the Obligations are validly assigned, and if assigned the assignee shall be entitled, upon notifying Debtor, to all of the rights and remedies of Secured Party hereunder.

(m) The terms, warranties and agreements herein contained shall be jointly and severally binding upon and shall inure to the benefit of the parties hereto and their respective successors, permitted assigns, heirs, legal representatives, executors, and administrators.

(n) The gender and number used in this Agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

(o) **Notwithstanding any other provisions of this Agreement, any foreclosure on, sale, transfer or other disposition of, or the exercise of any right to vote or consent with respect to, any of the Collateral as provided herein or any other action taken or proposed to be taken hereunder which would affect the operational, voting or other control of any entity holding a license issued by the FCC shall be made in accordance with the Communications Act of 1934, as amended, the terms of such license, and any applicable rules and regulations of the FCC, including, to the extent applicable under the rules and regulations of the FCC in effect at the time of an Event of Default, any requirement that there be a public or private sale. Notwithstanding anything to the contrary contained in this Agreement, the Secured Party shall not, without first obtaining the consent or approval of the FCC, take any action pursuant to this Agreement which would constitute or result in any change of control of the licensee of a license issued by the FCC if any such change in control would require, under then existing law, the prior consent or approval of the FCC.**

[Remainder of Page Intentionally Left Blank.]

[Signature page to Security Agreement.]

IN WITNESS WHEREOF, the parties hereto have respectively signed and sealed these presents, all on the day and year first above written.

DEBTOR:

WILLIAM C. GLEICH

William C. Gleich

SECURED PARTY:

NORTHERN MICHIGAN RADIO, INC.

By: _____
Name: W. Langer Gokey
Title: President