

RADIO STATION ASSET PURCHASE AND SALE AGREEMENT

THIS RADIO STATION ASSET PURCHASE AND SALE AGREEMENT (this "Agreement" is made and entered into, by and between Joy Christian Communications, Inc, a Georgia non-profit corporation ("Seller") and Dockins Communications, Inc., a Missouri for-profit corporation ("Buyer") (collectively "Parties").

WHEREAS, Seller is the licensee of FM broadcast station KELE-FM and KELE-AM, licensed to Mountain Grove, Missouri, Facility Identification Numbers #12714 and #12699 respectively (the "Station") which it operates pursuant to authorizations from the FCC; and

WHEREAS, Buyer desires to obtain an assignment from Seller of all FCC Licenses and Other Authorizations related to the operation of the Station, and Seller desires to assign to Buyer the FCC Licenses and Other Authorizations related to operation of the Station, all in accordance with and subject to the terms and conditions contained herein; and

WHEREAS, the parties recognize that no Licenses and Authorizations may be assigned without FCC consent, which is an essential precursor to closing;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties, intending to be legally bound, agree as follows:

SALE AND PURCHASE OF ASSETS

Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, transfer, grant and deliver to Buyer and Buyer agrees to purchase, acquire and accept from Seller all of Seller's right, title and interest in the following described assets (the "Assets"):

- (a) all licenses, permits and other authorizations that have been or will be issued to Seller by the FCC exclusively for the operation of the Station, including any renewals or pending applications and, to the extent they are assignable all other licenses, permits, franchises, authorizations and other similar rights issued by any federal, state or local governmental authority held by Seller that enable the Station's broadcasts, if any.
- (b) all engineering and other books, papers, files, correspondence and records pertaining to the broadcast operations of the Station, including the log books, FCC required public inspection and political files, copies of all filings and correspondence with the FCC that are in possession of Seller, but excluding Seller's corporate and financial records or other records not pertaining to Station broadcast operations.
- (c) all goodwill related to Station operations.

Except as otherwise provided in this Agreement, the Assets shall include all such Assets existing on the date of this Agreement and those acquired for or by the Station, from the date of this Agreement to the date the transfer of the license is approved by the FCC. The Assets to be sold hereunder shall be transferred to Buyer free and clear of all liens, claims, security interests, encumbrances and liabilities.

PURCHASE PRICE - ASSUMPTION OF LIABILITIES

In consideration of the sale and assignment of the Assets described above, Buyer agrees to pay to Seller and Seller to accept from Buyer the sum of ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00), payable as outlined in the "PAYMENT AGREEMENT" section of this document; to be finalized at a Closing to be held following approval by the FCC of the assignment of the Station's Broadcast License from Seller to Buyer, on a date to be mutually agreed upon between the parties, no later than 10 days after the approval of the FCC Application (as defined below) becomes final, i.e. no longer subject to review, reconsideration or appeal (date of "Closing"). Buyer shall not and does not assume any liability or obligation of Seller, fixed or contingent, disclosed or undisclosed, including without limitation, lease or contractual obligations, employment contracts or commitments to employ any employee of Seller or for pensions,

severance or other employee benefit plans, programs or practices, tax liabilities, unfulfilled barter liabilities or trade agreements, or any other claims against Seller of any kind or nature, arising from the operation of the Station prior to the execution of this agreement. At Closing, Buyer and Seller shall execute such documents as are reasonably necessary to complete the transactions contemplated by this Agreement.

PAYMENT AGREEMENT

Payment of the purchase price shall be allotted as follows: A \$5,000.00 down payment will be made at the signing of the agreement of which the balance of \$55,000.00 will be paid by the buyer to the seller upon consummation, and grant of the FCC license(2) KELE-AM and KELE-FM along with the Real Estate and Equipment purchase agreement by Ozark Media. The balance of \$100,000 shall be repaid to the seller in four equal, annual installments from the date of consummation; which includes 3 1/2% interest on unpaid balances. No prepay penalties will apply and any unused interest will be credited if paid off prior to the due date. The real estate at the transmitter site and all equipment located therein at the Mountain Grove site shall be collateral for the loan. The broadcast license is not a part of the collateral of this loan agreement.

REPRESENTATIONS AND WARRANTIES BY SELLER

Seller represents and warrants to Buyer as follows:

Seller is a nonprofit corporation duly organized, validly existing and in good standing under the laws of Georgia. Seller has the requisite power and authority to own, lease and operate the Assets, to carry on its business with regard to the Station as has been conducted, and to enter into and perform the terms of and to consummate the transactions contemplated by this Agreement.

The and delivery by Seller of this Agreement and the consummation of the transactions contemplated by this Agreement, have been duly and validly authorized by all necessary action on the part of Seller. This Agreement constitutes the valid and binding agreements and obligations of Seller, enforceable against Seller in accordance with their respective terms, except as the enforceability thereof may be affected by bankruptcy, insolvency or similar laws affecting creditors' rights generally or court applied equitable remedies.

REPRESENTATIONS AND WARRANTIES BY BUYER

Buyer represents and warrants to Seller as follows:

Buyer is duly organized corporation, validly existing and in good standing under the laws of Missouri. Buyer has all requisite power and authority to perform and comply with all of the terms, covenants and conditions to be performed or complied with by Buyer in this Agreement and the Collateral Agreements, and to consummate the transactions contemplated by this Agreement and the Collateral Agreements.

The execution and delivery by Buyer of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary action on the part of Buyer. This Agreement constitutes a valid and binding agreement and obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as the enforceability may be affected by bankruptcy, insolvency or similar laws affecting creditors' rights generally or court applied equitable remedies.

FCC APPLICATION

Within ten (10) business days after the date first stated in the Agreement, Seller and Buyer shall take all steps reasonably necessary to file and shall participate in the filing of, an application with the FCC requesting its consent to the assignment of the FCC Licenses of the from the Seller to the Buyer. Seller and Buyer will diligently take and fully cooperate in the taking of, all necessary and proper steps, and provide any additional information reasonably requested in order to obtain consent and approval of the FCC Application.

REPORTS AND RECORDS

All material returns, reports and statements relating to the Station currently required to be filed by Seller with the FCC, and any material returns, reports and statements relating to the Station currently required to be filed by Seller with any other governmental instrumentality have been, or prior to the Closing Date shall be, filed and complied with in all material respects and are true, correct and complete in all material respects, and correct and complete copies thereof have been made available for inspection by Buyer. All material items by the FCC to be placed in the local public inspection file of the Station have been placed in such files and are in the possession or of Seller, and all such items are correct, and complete in all material respects.

POSSESSION AND CONTROL

Between the date of this Agreement and the Closing, Seller shall, pursuant to FCC rules governing transfers of maintain control and supervision of all Station Assets to be sold under the terms of this agreement. Buyer shall, however, enjoy all rights and benefits conveyed under the terms of this Purchase Agreement, and is further entitled to inspect the Assets with the purpose that an uninterrupted and efficient transfer of ownership may be accomplished. On and after the Closing, Seller shall have no control over, or right to intervene or participate in, the operation of the Station, but Buyer will give Seller reasonable access to the books and records included in the

Assets.

SPECIFIC PERFORMANCE

Seller acknowledges that the Assets to be sold and delivered to Buyer pursuant to this Agreement are unique and that Buyer has no adequate remedy at law if Seller fails to perform under this Agreement. Buyer shall therefore, be entitled, in addition to any other remedies that may be available to it, to obtain specific performance of the terms of this Agreement. If any action is brought by Buyer to enforce this Agreement, Seller waives the defense that there is an adequate remedy at law.

PUBLIC ANNOUNCEMENTS

On and after the date hereof and until Closing, the Parties shall consult with each other before issuing any press release or otherwise making any public statements with respect to this Agreement and neither Party shall issue any press release or make any public statement prior to obtaining the other Party's written approval, which approval shall not be unreasonably withheld, except that no such approval shall be necessary in connection with the FCC Application or to the extent disclosure may be required by applicable law.

BROKERS

Seller and Buyer represent to each other that they have not retained any broker or person in connection with the transactions contemplated by this Agreement.

EXPENSES

Buyer and Seller shall pay 50% of all expenses incurred in connection with the filing of:

The Application with the FCC requesting its consent to the assignment of the Station's broadcast license from the Seller to the Buyer; and

The expenses to be paid by Buyer and Seller equally shall include, but not limited to any fees assessed by the FCC in connection with the filings contemplated by this transaction. Buyer and Seller agree to pay their own attorney fees.

TERMINATION

This Agreement may be terminated by Buyer of the FCC Application has not been approved within 90 days of the execution of this Agreement, or upon termination of the PA. Either party may terminate this Agreement if the other party is in breach of its obligation hereunder and has not cured such breach within 30 days of from the other party. Either party may terminate this Agreement should the FCC designate the FCC Application for evidentiary hearing unless the cause of such hearing is the qualifications of that party to be an FCC licensee, in which case only the party whose qualifications are not in question may terminate this Agreement.

CONSTRUCTION AND VENUE

This Agreement shall be and enforced in accordance with the laws of the State of Mississippi, except for its conflict of law rules and principles. Any reference to an article section or subsection shall be to a provision of this Agreement, unless specifically stated otherwise. Courts of competent jurisdiction in Clarke County, Mississippi are the exclusive venues for resolution of disputes arising under this contract when such disputes do not fall exclusively within the jurisdiction of the FCC.

ENTIRE AGREEMENT; AMENDMENT

This Agreement contains the entire agreement among the Parties with respect to the subject matter and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters subject to this Agreement. No amendment, modification or discharge of this Agreement shall be valid or binding unless in writing and executed by Buyer and Seller.

HEADINGS

The headings of the sections and subsections contained in this Agreement are inserted for convenience only and do not form a part or affect the meaning, construction or scope of the sections and subsections.

SIGNATURES

This Agreement may be executed by telefax or electronically scanned and delivered. Any such telefax or electronically scanned and delivered signature shall constitute an original signature. This Agreement may be executed in separate counterparts, which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered as of the last day and year below written upon execution.

Joy Christian Communications, (Seller)

By: Ed Smith, President

Date:

Dockins Communications, Inc.

By: Fred Dockins

1-21-21