

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “*Agreement*”) is made as of February 23, 2021, by and between Desert Broadcasters, LLC, a California limited liability company (“*Seller*”), and IVOX RADIO LLC, a Texas limited liability company (“*Buyer*” and together with Seller, the “*Parties*”).

Background

A. Seller owns and operates the following broadcast radio stations (individually, a “*Station*” and collectively, the “*Stations*”) pursuant to certain authorizations issued by the Federal Communications Commission (“*FCC*”):

AM Station KKGX, Palm Springs, CA (Facility ID 67355) and associated
FM Translator K256CU, Palm Springs, CA (Facility ID 150768)
AM Station KWXV, Cathedral City, CA (Facility ID 24252) and associated
FM Translator K222DA, Cathedral City, CA (Facility ID 200709)

B. On January 21, 2021, Seller and 68700 Dinah Shore Dr LLC, an affiliate of Buyer under common control with Buyer (“*Property Buyer*”), closed a transaction pursuant to which Seller sold to Property Buyer, and Property Buyer purchased from Seller, the parcel of real property identified by the street address of 68700 Dinah Shore Drive, Cathedral City, CA 92234, where the Stations’ offices and studios and the transmitting facilities of Stations KWXV are located (the “*Cathedral City Site*”).

C. Seller now desires to sell and assign to Buyer, and Buyer desires to purchase and assume from Seller, certain remaining Stations Assets (defined below), including the FCC Licenses (defined below) that are used in the operation of the Stations.

Agreement

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: SALE AND PURCHASE

1.1. Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined in Section 1.4 hereof), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to the following assets, tangible and intangible, that are used or held for use in the operation of the Stations, except the Excluded Assets (defined below) (the “*Station Assets*”)

(a) all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Stations (the “*FCC Licenses*”), including those described on **Schedule 1.1(a)**, and any renewals or modifications thereof between the date hereof and Closing (defined below); and;

(b) all of Seller's equipment, transmitters, antennas, cables, furniture, fixtures, spare parts and other items tangible personal property that are used or held for use in the operation of the Stations and listed on **Schedule 1.1(b)** (the "**Tangible Personal Property**").

(c) the contracts, agreements and leases used in the operation of the Stations and listed on **Schedule 1.1(c)**, and all other such contracts, agreements and leases entered into between the date hereof and Closing subject to Buyer's prior written consent (the "**Assumed Contracts**");

(d) all of Seller's rights in and to the Stations' call letters and Seller's rights in and to the trademarks, trade names, service marks, copyrights, domain names, computer software, jingles, slogans, logos, social media accounts and other intangible property that is used or held for use in the operation of the Stations (the "**Intangible Property**");

(e) Seller's rights in and to the Stations' online public inspection files, logs, programming information and studies, blueprints, technical information and engineering data, advertising studies, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and logs.

The Station Assets shall be transferred to Buyer free and clear of all liens, claims and encumbrances of any kind or nature ("**Liens**") except for the Assumed Obligations (defined below) and inchoate materialmen's, mechanics', workmen's, repairmen's or other like Liens arising in the ordinary course of business, payment of which is Seller's responsibility (collectively, "**Permitted Encumbrances**").

1.2 **Excluded Assets.** Notwithstanding anything to the contrary contained herein, the Station Assets shall not include Seller's rights, title and interest in cash, cash equivalents, insurance policies, all coverages and proceeds thereunder and all rights in connection therewith, including without limitation rights arising from any refunds due with respect to insurance premium payments to the extent related to such insurance policies, any non-transferable computer software, Seller's corporate or company names and trade names not related to the operation of the Stations, charter documents, business records, and books and records relating to the organization, existence or ownership of Seller, all records not relating to the operation of the Stations (collectively, the "**Excluded Assets**").

1.3 **Assumed Obligations.** On the Closing Date, Buyer shall assume the obligations of Seller arising on or after Closing under the FCC Licenses and Assumed Contracts (collectively, the "**Assumed Obligations**"). Except for the Assumed Obligations, Buyer does not assume and will not be deemed to have assumed, any liabilities, obligations or commitments of Seller of any kind, whether or not disclosed to Buyer, including, without limitation, any liability or obligation of Seller under any contracts not included in the Assumed Contracts.

1.4 **Purchase Price.** The purchase price to be paid for the Station Assets shall be the sum of One Hundred Five Thousand Dollars (\$105,000.00) (the "**Purchase Price**"). The Purchase Price shall be paid by wire transfer of immediately available funds pursuant to written instructions of Seller to be delivered to Buyer at least three (3) business days prior to Closing.

1.5 Prorations.

(a) The operation of the Stations and any operating expenses attributable thereto until 11:59 p.m. on the date preceding the day of Closing (the “*Adjustment Time*”) shall be for the account of Seller and thereafter for the account of Buyer, and expenses shall be prorated between Seller and Buyer as of the Adjustment Time in accordance with generally accepted accounting principles, and the Purchase Price shall be adjusted accordingly.

(b) Such prorations shall include, without limitation, music and other license fees, FCC regulatory fees, utility expenses, rent and other amounts under Assumed Contracts and similar prepaid and deferred items. Sales commissions related to the sale of advertisements broadcast on the Stations prior to the Closing shall be the responsibility of Seller, and sales commissions related to the sale of advertisements broadcast on the Stations after Closing shall be the responsibility of Buyer. Prorations and adjustments shall be made at Closing to the extent practicable. As to those prorations and adjustments not capable of being ascertained at Closing, a final adjustment and proration shall be made by the parties in good faith within ninety (90) calendar days after Closing and any payment due as a result thereof shall be paid to the entitled party within five (5) business days thereof.

1.6 Allocation. The consideration being paid for the transactions contemplated in this Agreement shall be allocated to tax purposes as set forth on Schedule 1.6. Buyer and Seller shall file their respective federal tax returns reflecting this allocation as and when required under the Internal Revenue Code of 1986, as amended.

1.7 Closing. Assuming that no petitions to deny the FCC Application (defined below) are filed, consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the “*Closing*”), and unless otherwise mutually agreed by Seller and Buyer, shall take place on a date ten (10) business days after the date that the FCC Consent (defined below) is issued, subject to the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Articles 6 or 7 below. The date on which the Closing is to occur is referred to herein as the “Closing Date.”

1.8 FCC Consent. Within five (5) business days after the date of this Agreement, Seller and Buyer shall file an application (the “*FCC Application*”) requesting FCC consent to the assignment of the FCC Licenses from Seller to Buyer (the “*FCC Consent*”). Seller and Buyer shall equally share the FCC filing fee associated with the FCC Application. Seller and Buyer shall diligently prosecute the FCC Application. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall furnish all information required by the FCC. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to Buyer as follows:

2.1. **Organization**. Seller is duly organized, validly existing and in good standing under the laws of California. Seller has the requisite power and authority to execute, deliver and perform this Agreement.

2.2. **Authorization**. The execution, delivery and performance of this Agreement by Seller have been duly authorized and approved by all necessary action of Seller and do not require any further authorization or consent of Seller. This Agreement is a legal, valid and binding agreement of Seller enforceable in accordance with its 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).

2.3. **No Conflicts**. The execution, delivery and performance by Seller of this Agreement and the documents to be made pursuant hereto do not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject, and, except for the FCC Consent, do not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority.

2.4. **FCC Licenses**. Seller is the holder of the FCC Licenses identified in **Schedule 1.1(a)**. Seller represents and warrants the FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated. There is not pending any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability). There is no order to show cause, notice of violation, notice of apparent liability or notice of forfeiture or complaint pending or, to Seller's knowledge, threatened against Seller or any Station by or before the FCC.

2.5. **Compliance with Law**. Seller is in compliance in all material respects with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any federal, state, municipal or other governmental authority which are applicable to the Stations or the Station Assets. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller or any of the Stations in respect of the Stations or the Station Assets. To Seller's knowledge, there are no claims or investigations pending or threatened against Seller in respect of the Stations or the Station Assets.

2.6 **Personal Property**. **Schedule 1.1(b)** contains a list of all material items of Tangible Personal Property included in the Station Assets. Seller has good title to or a valid leasehold or license interest in such Tangible Personal Property free and clear of Liens other than Permitted Liens. **THE TANGIBLE PERSONAL PROPERTY LISTED ON SCHEDULE 1.1(b) ARE SOLD AS IS, WHERE IS. SELLER MAKES NO WARRANTY OF MERCHANTABILITY, MARKETABILITY, FITNESS FOR A PARTICULAR PURPOSE OR**

ANY OTHER WARRANTY WHATSOEVER AS TO THE CONDITION OF THE TANGIBLE PERSONAL PROPERTY. Buyer enters into this Agreement based upon Buyer's own investigation and review of the Stations' operations and the Station Assets.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby represents and warrants to Seller as follows:

3.1. **Organization.** Buyer is duly organized, validly existing and in good standing under the laws of Texas. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby.

3.2. **Authorization.** The execution, delivery and performance of this Agreement by Buyer have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer. This Agreement is a legal, valid and binding agreement of Buyer enforceable in accordance with its 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).

3.3. **No Conflicts.** The execution and delivery by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby does not conflict with any organizational documents of Buyer or any law, judgment, order or decree to which Buyer is subject, or 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 governmental authority, except the FCC Consent.

3.4. **Qualification.** Buyer is legally, financially and otherwise qualified to acquire, own and operate the Stations and to hold the FCC Licenses under the Communications Act and the rules, regulations and policies of the FCC as they exist on the date of this Agreement. To Buyer's knowledge, no waiver of any FCC rule or policy relating to Buyer is necessary for the FCC Consent to be obtained. There is no action, suit or proceeding pending or, to Buyer's knowledge, threatened against Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of Buyer to perform its obligations hereunder.

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

ARTICLE 4: JOINT COVENANTS

Buyer and Seller hereby jointly covenant and agree as follows:

4.1. **Confidentiality.** Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed to the other in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except the parties' representatives and lenders for the purpose of consummating the transactions contemplated by this Agreement.

4.2. **Cooperation.** Each party will participate with due diligence in the prosecution of the Assignment Application, including all amendments thereto, as necessitated by the FCC rules and regulations, or as requested by the FCC staff.

ARTICLE 4A: SELLER COVENANTS.

Between the date hereof and the Closing Date, Seller shall:

(a) operate the Stations in the ordinary course of business and keep their books and accounts, records and files in the ordinary course, and preserve the business and goodwill of the Stations;

(b) operate the Stations in accordance with the terms of the FCC Licenses and in compliance with the Communications Act, FCC rules, regulations and policies (collectively, the "*FCC Laws*") and all other applicable laws, rules and regulations;

(c) maintain the FCC Licenses in full force and effect; and

(d) file with the FCC all required reports and, if due, regulatory fees with respect to the Stations and promptly deliver to Buyer copies of any material reports, correspondence or other filings made with the FCC that relate to Stations.

ARTICLE 4B: BUYER COVENANT:

Between the date hereof and the Closing Date, Buyer will become qualified to do business in the State of California.

ARTICLE 5: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

5.1. **Closing Deliveries.** Buyer shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.2.

5.2. **FCC Consent.** The FCC Consent to the Assignment Application shall have been obtained.

5.3. **Representations and Warranties.** The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made at and as of such time.

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

5.5. **FCC Licenses.** On the Closing Date, Seller shall be the holder of the FCC Licenses for the Translator. No proceedings shall be pending or threatened which might result in revocation, cancellation, suspension or modification of the License.

5.6. **Lease/Option for Station KKGX Transmitter Site.** On the Closing Date, pursuant to that certain Memorandum of Understanding, dated January 4, 2021, between Seller and Buyer, a copy of which is included at **Schedule 5.6** (the “*MOU*”), Buyer shall enter into a Lease/Option Agreement with Seller, pursuant to which Buyer shall lease from Seller, and be granted an option to purchase, the 28-acre parcel of real property owned by Seller, a portion of which serves as the licensed transmitter site of Station KKGX, Palm Springs, CA (the “*Lease/Option Agreement*”).

ARTICLE 6: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

6.1. **Closing Deliveries.** Seller shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.1.

6.2. **FCC Consent.** The FCC Consent to the Assignment Application shall have been obtained.

6.3. **Representations and Warranties.** The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made at and as of such time.

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

6.5. **Lease/Option for KKGX Transmitter Site.** On the Closing Date, pursuant to the MOU, Seller shall enter into the Lease/Option Agreement with Buyer.

ARTICLE 7: CLOSING DELIVERIES

7.1. **Seller Documents.** At Closing, Seller shall deliver to Buyer:

- (a) an assignment of FCC authorizations assigning the FCC Licenses from Seller to Buyer;
- (b) an assignment and assumption of contracts assigning the Assumed Contracts from Seller to Buyer;
- (c) a bill of sale conveying the Tangible Personal Property from Seller to Buyer;
- (d) an assignment and assumption of intangible property assigning the Intangible Property from Seller to Buyer;
- (e) a certificate that (i) Seller's representations and warranties made under this Agreement remain true and correct as of the Closing Date, and (ii) all of Seller's covenants and agreements to be complied with or performed at or by the Closing Date have been complied with or performed;
- (f) such other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer and assign the Station Assets to Buyer free and clear of Liens; and
- (g) the Lease/Option Agreement for the KKGX transmitter site.

7.2. **Buyer Documents.** At Closing, Buyer shall deliver to Seller:

- (a) The Purchase Price by wire transfer of immediately available funds;
- (b) A certificate that (i) Buyer's representations and warranties made under this Agreement remain true and correct as of the Closing Date, and (ii) all of Buyer's covenants and agreements to be complied with or performed at or by the Closing Date have been complied with or performed;
- (c) the Lease/Option Agreement for the KKGX transmitter site;
- (d) an assignment and assumption of contracts assuming the Assumed Contracts from Seller;
- (e) an assignment and assumption of intangible property assuming the Intangible Property from Seller; and
- (f) such instruments of assumption as may be necessary to assume the Assumed Obligations from Seller.

ARTICLE 8: SURVIVAL AND INDEMNIFICATION

8.1. **Survival.** The representations and warranties in this Agreement shall survive Closing for a period of six (6) months from the Closing Date whereupon they shall expire and be of no further force or effect, except those under this Article 8 that relate to Damages (defined below) for which written notice is given by the indemnified party to the indemnifying party prior

to the expiration, which shall survive until resolved. The covenants in this Agreement shall survive until performed.

8.2. **Indemnification.**

(a) From and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and reasonable expenses, including reasonable attorneys' fees and expenses ("**Damages**") incurred by Buyer arising out of or resulting from: (i) any breach or default by Seller under this Agreement; or (ii) the business or operation of the Stations before Closing.

(b) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from: (i) any breach or default by Buyer under this Agreement; or (ii) the business or operation of the Stations after Closing.

(c) No claim for indemnification under this section shall be brought unless the aggregate dollar amount of Damages exceeds Ten Thousand Dollars (\$10,000.00).

8.3. **Procedures.**

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties that is subject to indemnification hereunder (a "**Claim**"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced and provided that such notice is given within the time period described in Section 8.1.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel selected by it. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may provide a written warning that after fifteen (15) days from the date of such written warning the indemnified party will undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's cost (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim; and

(iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim.

ARTICLE 9: TERMINATION

9.1. **Termination**. This Agreement may be terminated prior to Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller breaches in any material respect its representations or warranties contained herein or defaults in any material respect in the performance of its covenants or agreements contained herein and such breach or default is not cured within the Cure Period (defined in Section 9.3 hereof); or
- (c) by written notice of Seller to Buyer if Buyer breaches in any material respect its representations or warranties contained herein or defaults in any material respect in the performance of its covenants or agreements contained herein, and such breach or default is not cured within the Cure Period; or

9.2. **Effects of Termination**.

(a) In the event this Agreement is terminated pursuant to Section 9.1(a), all obligations of the parties under or pursuant to this Agreement will terminate without any further liability of either party to the other, provided however, that the Communications Site Use Agreement between Seller and Buyer, pursuant to which Seller has the right to use the Cathedral City Site for the transmitting facilities of Stations KWCY will remain in effect.

(b) In the event this Agreement is terminated by Seller pursuant to Section 9.1(c), Seller shall be entitled to liquidated damages in the amount of \$10,500. Seller and Buyer agree in advance that actual damages would be difficult to ascertain and that an amount of \$10,500 is not a penalty, but is a fair and equitable amount to reimburse Seller for damages sustained to due Buyer's material breach hereof.

(c) In the event Seller defaults in the performance of its covenants or agreements hereunder, then Buyer will be entitled to pursue the equitable remedy of specific performance. The parties agree that specific performance is an appropriate remedy for any uncured default by Seller, as the Station Assets to be conveyed hereunder are unique, and a default cannot be remedied by money damages.

9.3. **Notice and Cure Period**. Each party shall give the other prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "***Cure Period***" as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until ten (10) calendar days

thereafter. 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, Section 4.1 (Confidentiality) shall survive any termination of this Agreement.

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1. **Further Assurances**. After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

10.2. **Assignment**. Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

10.3. **Amendments**. No amendment or waiver of compliance with any provision 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 such amendment, waiver, or consent is sought.

10.4. **Governing Law; Jurisdiction**. This Agreement shall be governed by the laws of the State of California and the parties agree to submit to the jurisdiction of the courts of the state of California in respect of any dispute or difference between them arising out of this Agreement.

10.5. **Notices**. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be sent for next business day delivery by a nationally recognized overnight courier service, and shall be deemed to have been duly delivered and received on the date of delivery or, if receipt is refused, the date of attempted delivery. All such notices, demands, and requests shall be addressed as follows:

If to Seller: Desert Broadcasters, LLC
Attn: Garry Wing
P.O. Box 4380
Palm Springs, CA 92263-4380
Email: garry@920KGX.com

with a copy to: Shelley Sadowsky, Esq.
Shelley Sadowsky, LLC
5938 Dorchester Way
Rockville, MD 20852
Email: shelley@sadowskycommlaw.com

If to Buyer:

IVOX RADIO LLC
c/o Big Brand Management Ltd. Co.
Attn: Louie Comella
P.O. Box 570950
Dallas, TX 75357
Email: louie@ivoxmedia.com

with a copy to:

Kristine Laudadio Devine, Esq.
Harris, Wiltshire & Grannis LLP
1919 M Street NW, Eighth Floor
Washington, DC 20036
Email: KDevine@hwglaw.com

10.6. **Expenses.** Other than provided in this Agreement, each party shall be 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.

10.7. **Entire Agreement.** This Agreement (including the Attachments hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

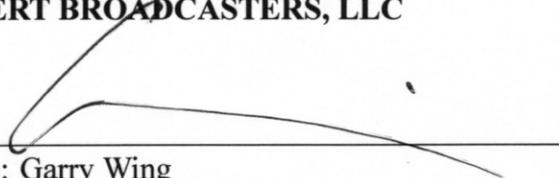
10.8. **Counterparts.** This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

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

SELLER:

DESERT BROADCASTERS, LLC

By: 
Name: Garry Wing
Title: Manager

BUYER:

IVOX RADIO LLC

By: _____
Name: Louie Comella
Title: Managing Partner, Big Brand Management
Ltd. Co., its Manager

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

SELLER:

DESERT BROADCASTERS, LLC

By: _____

Name: Garry Wing

Title: Manager

BUYER:

IVOX RADIO LLC

By:  _____

Name: Louie Comella

Title: Managing Partner, Big Brand Management
Ltd. Co., its Manager