

Agreements

Please see attached the Asset Purchase Agreement, Promissory Note, and Local Marketing Agreement for this transaction.

The schedules and exhibits to the Asset Purchase Agreement as listed below have been omitted because they do not reflect on the legal or other qualifications of the parties, nor do they contain information relevant to whether the structure of the transaction complies with the Commission's rules. The schedules and exhibits contain public information already available or proprietary information relating to the Licensee and the Stations. The schedules and exhibits, however, will be provided to the Commission upon request. See Luj, Inc. and Long Nine, Inc., 17 FCC Rcd. 16980 (2002) (File No. BALH-200110111ABJ) and Public Notice DA 02-2049, 17 FCC Rcd. 16166 (2002).

Schedules

- 1.1(a) FCC Licenses
- 1.1(b) Tangible Personal Property
- 1.1(c) Station Contracts, including Real Property Lease
- 1.1(d) Intangible Property
- 1.2 Excluded Assets
- 1.3 Permitted Liens
- 2.3 Conflicts/Consents
- 2.12 Compliance with Law
- 2.13 Litigation

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") is made as of this 4 day of July, 2021, by and between Pretoria Fields Collective Media, LLC, a Georgia limited liability company, ("**Seller**"), and JetStream Media LLC, a Georgia limited liability company ("**Buyer**").

RECITALS

WHEREAS, Seller holds certain assets (the "**Station Assets**"), including licenses and other authorizations issued by the FCC, used exclusively in the operation of radio station WPFQ(FM), Sylvester, Georgia (FCC Facility ID No. 66942) (the "**Station**"); and

WHEREAS, to the fullest extent permitted by law, Seller desires to sell, assign, and transfer to Buyer, the Station Assets held by Seller; and to the fullest extent permitted by law, Buyer desires to acquire the Station Assets, all under the terms described herein.

AGREEMENT

NOW, THEREFORE, 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, at Closing (defined below), except as set forth in Sections 1.2 and 1.3, 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 assets and properties of Seller, real and personal, tangible and intangible, that are used exclusively in the operation of the Station, as follows:

(a) The licenses, permits and other authorizations issued to Seller by the FCC with respect to the Station (the "**FCC Licenses**") and listed on **Schedule 1.1(a)**, including any modifications thereof between the date hereof and Closing;

(b) the equipment, transmitters, antennas, cables, towers, fixtures, spare parts and other tangible personal property that are used exclusively in the operation of the Station, including those listed on **Schedule 1.1(b)**, except for any retirements or dispositions thereof made between the date hereof and Closing in the ordinary course of business (the "**Tangible Personal Property**");

(c) the lease for real property (the "**Real Property Lease**") listed on **Schedule 1.1(c)**, together with all contracts, agreements and leases made between the date hereof and Closing in accordance with Article 4, but excluding the Excluded Contracts (defined below) (collectively, the "**Station Contracts**");

(d) all of Seller's rights in and to the Station's call letters and Seller's rights in and to the trademarks, trade names, service marks, internet domain names, copyrights, programs and programming material, jingles, slogans, logos, and other intangible property which are used exclusively in the operation of the Station and are listed on **Schedule 1.1(d)** (the "**Intangible Property**"); provided, the Station Assets include only the right to use such items in the manner used by Seller in its operation of the Station on a basis exclusive to the Albany, Georgia Nielsen

radio metro, but non-exclusive in that no right is granted with respect to any other market (some of which may overlap), and such right (i) is limited to the extent of Seller's transferable rights, (ii) may not be assigned by Buyer except to a transferee of the Station who assumes Buyer's obligations in respect thereof (and any such assignment shall not relieve Buyer of any obligation or liability), (iii) may be used by Buyer only in a manner that does not diminish the quality of such items, and only without violating any applicable law or any third party rights (and Buyer shall be solely responsible for such use and the related services), and (iv) shall terminate immediately upon noncompliance or non-use, but otherwise shall be coterminous with Seller's rights. At Closing, the parties shall enter into a separate license agreement that provides such rights in accordance with this Agreement; and

(e) Seller's rights in and to all the files, documents, records, and books of account (or copies thereof) relating exclusively to the operation of the Station, including the Stations' online public files, programming information and studies, engineering data, advertising studies, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and logs, but excluding records relating to Excluded Assets (defined below).

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following assets or any rights, title and 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, money market accounts and all such similar accounts or investments;

(b) all tangible and intangible personal property of Seller retired or disposed of between the date of this Agreement and Closing in accordance with Article 4;

(c) all Station Contracts that are terminated or expire prior to Closing in accordance with Article 4;

(d) Pretoria's corporate and trade names unrelated to the operation of the Station (including the name "Pretoria"), charter documents, and books and records relating to the organization, existence or ownership of Pretoria, duplicate copies of the records of the Station, and all records not relating to the operation of the Station;

(e) all contracts of insurance, 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;

(f) all pension, profit sharing plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Seller;

(g) the Station's accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided prior to the Effective Time (defined below) or otherwise arising during or attributable to any period prior to the Effective Time (the "**Accounts Receivable**");

- (h) any non-transferable shrinkwrapped computer software and any other non-transferable computer licenses that are not material to the operation of the Station;
- (i) all rights and claims of Seller, whether mature, contingent or otherwise, against third parties with respect to the Station and the Station Assets, to the extent arising during or attributable to any period prior to the Effective Time;
- (j) all deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent Seller receives a credit therefor under Section 1.8;
- (k) computers and other similar assets located anywhere, and any other operating systems and related assets that are used in the operation of multiple stations or other business units;
- (l) the studio and office facilities of the Station and all contracts relating to such office or studio space or equipment located therein, except as specifically set forth on ***Schedule 1.1(b)***;
- (m) certain contracts or portions thereof as provided by ***Schedule 1.1(c)***; and
- (n) the assets listed on ***Schedule 1.2*** (if any).

1.3 The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances (“***Liens***”) except for Permitted Liens. “***Permitted Liens***” means the following: (i) statutory landlord’s liens and liens for current taxes not yet due and payable (or being contested in good faith); (ii) zoning laws and ordinances and similar laws; (iii) rights reserved to any governmental authority to regulate the affected property; (iv) any easements, rights-of-way, servitudes, permits, restrictions and minor imperfections or irregularities in title that are reflected in the public records and that do not individually or in the aggregate materially interfere with the right or ability to own, use, lease or operate any real property used in the operation of the Station as presently utilized; (v) the Assumed Obligations (defined below), (vi) the rights of any lessor or grantor under any applicable lease agreement or easement, respectively (including any Liens held thereunder); (vii) inchoate materialmen’s, mechanics’, workmen’s, repairmen’s or other Liens arising in the ordinary course of business, and (viii) any Liens set forth in ***Schedule 1.3***.

1.4 **Assumption of Obligations.** On the Closing Date (defined below), Buyer shall enter into any new contracts required by ***Schedule 1.1(c)*** or otherwise required by this Agreement and shall assume the obligations of Seller arising during, or attributable to, any period of time on or after the Closing Date under the Station Contracts, the obligations described in Section 5.7 and any other liabilities of Seller to the extent Buyer receives a credit therefor under Section 1.7 (collectively, the “***Assumed Obligations***”). Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of Seller (the “***Retained Obligations***”).

1.5 **Purchase Price.** In consideration for the sale of the Station Assets the Purchase Price is One Hundred Thousand Dollars (\$100,000.00), subject to adjustment pursuant to Section 1.7 (the “***Purchase Price***”) to be paid as follows: (a) within two (2) business days after execution of this Agreement by both parties, Buyer will deposit with Seller the sum of Fifteen

Thousand Dollars (\$15,000.00) (the “Initial Deposit”) and (b) as of July 1, 2021, Buyer will execute a Promissory Note (the “Note”) in the principal amount of Eighty-Five Thousand Dollars (\$85, 000.00), which Note will be the form attached hereto as Exhibit A. The initial monthly payment on the Note will be due Monday, August 2, 2021. The Initial Deposit and each monthly payment on Note shall be held in escrow by Seller (together the “Escrow Deposit”) and, except for portion of the monthly payments on the Note comprising interest, will be applied to the Purchase Price at Closing.

1.6 Intentionally Omitted.

1.7 Prorations and Adjustments. All prepaid and deferred income and expenses relating to the Station Assets and arising from the operation of the Stations shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles (“GAAP”) as of 12:01 a.m. on the day of Closing (the “*Effective Time*”). Such prorations shall include without limitation all ad valorem, real estate and other property taxes (except transfer taxes as provided by Section 11.1), music and other license fees, utility expenses, rent and other amounts under Station Contracts and similar prepaid and deferred items. Seller shall receive a credit for all of the Station’s deposits and prepaid expenses. Sales commissions related to the sale of advertisements broadcast on the Station prior to Closing shall be the responsibility of Seller, and sales commissions related to the sale of advertisements broadcast on the Station after Closing shall be the responsibility of Buyer. Prorations and adjustments shall be made no later than ninety (90) calendar days after Closing. There shall be no proration or adjustment for any imbalance in the value of rights and obligations under trade, barter or similar agreements for the sale of time for goods or services. Buyer will have no obligation whatsoever with respect to any employee leave accrued prior to Closing.

1.8 Allocation. The values of the assets sold under this Agreement shall be determined by each Party in accordance with the Internal Revenue Code (the “Code”).

1.9 Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the “*Closing*”) shall take place on or before the tenth (10th) business day after the date the FCC Consent pursuant to the FCC’s initial order, or on such later day after such consent as Buyer and Seller may mutually agree; provided, that in the absence of an agreement, the Closing shall be on the fifth (5th) business day after the date on which the FCC Consent (defined below) becomes a Final Order (defined below), assuming the satisfaction or waiver of the other conditions set forth in Articles 6 and 7 below. The date on which the Closing is to occur is referred to herein as the “*Closing Date*.” For purposes of this Agreement, a “*Final Order*” means a decision by the FCC or a court of competent jurisdiction, as modified or supplemented upon reconsideration or review by the FCC or a court of competent jurisdiction, that is no longer subject to reconsideration or review by the FCC or a court of competent jurisdiction because the time periods for seeking such reconsideration or review under applicable law and government regulation have expired without any such request for reconsideration or review having been filed.

1.10 Governmental Consents.

(a) Within five (5) business days of the date of this Agreement, Buyer and Seller shall file an application with the FCC (the “*FCC Application*”) requesting FCC consent to assign the FCC Licenses to Buyer. FCC consent to the FCC Application without any material

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adverse conditions other than those of general applicability is referred to herein as the “**FCC Consent.**” Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible.

(b) Each party shall diligently take, or cooperate in the taking of, all steps necessary and appropriate to expedite the preparation of the FCC Application and prosecute it to a favorable conclusion at the earliest practicable time. Each party will promptly provide the other party with a copy of any and every pleading, order, or other material communication (including e-mails) received or sent which relates to the FCC Application (other than communications between or among a party and such party’s lawyers and advisors). The parties will use commercially reasonable efforts and otherwise cooperate with each other in responding to any information requested by the FCC related to the Applications, in preparing any amendment to this Agreement requested by the FCC which does not adversely affect such party in a material manner, and in defending against any petition, informal objection, application for review, complaint, or other objection which may be filed against the FCC Application.

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller makes the following representations and warranties to Buyer:

2.1 Organization. Seller is duly organized, validly existing and in good standing under the laws of the State of Georgia, and is qualified to do business in each jurisdiction in which the Station Assets are located. Seller has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be made by Seller pursuant hereto (collectively, the “***Seller Ancillary Agreements***”) and to consummate the transactions contemplated hereby.

2.2 Authorization. The execution, delivery and performance of this Agreement and the Seller Ancillary Agreements 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, and each Seller Ancillary Agreement when made by Seller and the other parties thereto will be, 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. Except as set forth on ***Schedule 2.3*** and except for the FCC Consent and consents to assign certain of the Station Contracts, the execution, delivery and performance by Seller of this Agreement and the Seller Ancillary Agreements and the consummation by Seller of any of the transactions contemplated hereby does not conflict with any organizational documents of Seller, any contract or agreement to which Seller is a party or by which it is bound, or any law, judgment, order, or decree to which Seller is subject, or require the consent or approval of, or a filing by Seller with, any governmental or regulatory authority or any third party.

2.4 FCC Licenses. Except as set forth on ***Schedule 1.1(a)***, 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 present operation of the Station. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending or, to Seller's knowledge, threatened, 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 not issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against the Station or against Seller with respect to the Stations that could result in any such action. The Station is operating in compliance in all material respects with the FCC Licenses, the Communications Act of 1934, as amended (the "**Communications Act**"), and the FCC's published rules and policies (the "**FCC Rules**"). All material reports and filings required to be filed with the FCC by Seller with respect to the Station have been timely filed. All such reports and filings are accurate and complete in all material respects. The Station's online public file is in compliance in all material respects with the Communications Act and the FCC Rules.

2.5 Taxes. Seller has, in respect of the Station's business, filed all foreign, federal, state, county and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

2.6 Personal Property. *Schedule 1.1(b)* contains a list of material items of Tangible Personal Property included in the Station Assets. Except as set forth on *Schedule 1.1(b)*, Seller has good and marketable title to the Tangible Personal Property free and clear of Liens other than Permitted Liens. Except as set forth on *Schedule 1.1(b)*, all material items of Tangible Personal Property are in operating condition and repair, ordinary wear and tear excepted.

2.7 Contracts. *Schedule 1.1(c)* contains a list of all contracts, leases (including the Real Property Lease) and agreements that are exclusively used in the operation of the Station, but excluding agreements for the sale of advertising time entered into in the ordinary course of business. The Station Contracts requiring the consent of a third party to assignment are identified with an asterisk on *Schedule 1.1(c)*. Each of the Station Contracts (including without limitation the Real Property Lease) is in effect and is binding upon Seller and, to Seller's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Seller has performed its obligations under each of the Station Contracts in all material respects, and is not in material default thereunder, and to Seller's knowledge, no other party to any of the Station Contracts is in default thereunder in any material respect.

2.8 Environmental. Except as set forth on *Schedule 1.1(c)*, 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 real property included in the Station Assets. Except as set forth on *Schedule 1.1(c)*, Seller has complied in all material respects with all environmental, health and safety laws applicable to the Stations.

2.9 Intangible Property. *Schedule 1.1(d)* contains a description of the material Intangible Property included in the Station Assets. Except as set forth on *Schedule 1.1(d)*, Seller's use of the Intangible Property does not infringe upon any third party rights in any material respect, (ii) no material Intangible Property is the subject of any pending, or, to Seller's

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knowledge, threatened legal proceedings claiming infringement or unauthorized use, and (iii) Seller has not received any written notice that its use of any material Intangible Property is unauthorized or infringes upon the rights of any other person. Except as set forth on ***Schedule 1.1(d)***, to Seller's knowledge, Seller owns or has the right to use the Intangible Property free and clear of Liens other than Permitted Liens.

2.10 [Intentionally Omitted]

2.11 Insurance. Seller maintains insurance policies or other arrangements with respect to the Station and the Station Assets consistent with its practices for other stations, and will maintain such policies or arrangements until the Effective Time.

2.12 Compliance with Law. Except as set forth on ***Schedule 2.12***, (i) Seller has complied in all material respects with all laws, rules and regulations, including without limitation the Communications Act, all FCC Rules and Federal Aviation Administration rules and regulations applicable to the operation of the Station, and all decrees and orders of any court or governmental authority which are applicable to the operation of the Station, and (ii) to Seller's knowledge, there are no governmental claims or investigations pending or threatened against Seller in respect of the Station except those affecting the industry generally.

2.13 Litigation. Except as set forth on ***Schedule 2.13***, there is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Station that will subject Buyer to liability or which will affect Seller's ability to perform its obligations under this Agreement. Seller is not operating under or subject to any order, writ, injunction or decree relating to the Station or the Station Assets of any court or governmental authority which would have a material adverse effect on the condition of the Station or any of the Station Assets or on the ability of Seller to enter into this Agreement or consummate the transactions contemplated hereby, other than those of general applicability.

2.14 No Undisclosed Liabilities. There are no liabilities or obligations of Seller with respect to the Station that will be binding upon Buyer after the Effective Time other than the Assumed Obligations and other than pursuant to the prorations under Section 1.7.

2.15 Station Assets. The Station Assets include all assets that are owned or held by Seller and used or held for use exclusively in the operation of the Station in all material respects as currently operated, except for the Excluded Assets.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller:

3.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in each jurisdiction in which the Station Assets are located. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the "***Buyer Ancillary Agreements***") and to consummate the transactions contemplated hereby.

3.2 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 action of Buyer and do not require any further authorization or consent of Buyer. This Agreement is, and each Buyer Ancillary Agreement when made by Buyer and the other parties thereto will be, 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. Except for the FCC Consent, the execution, delivery and performance by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of any of the transactions contemplated hereby does not conflict with any organizational documents of Buyer, any contract or agreement to which Buyer is a party or is by which it is bound, or any law, judgment, order or decree to which Buyer is subject, or require the consent or approval of, or a filing by Buyer with, any governmental or regulatory authority or any third party.

3.4 Litigation. 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 Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Act and FCC Rules. There are no facts that would, under existing law and FCC Rules, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Station. No waiver of or exemption from any FCC Rule is necessary for the FCC Consent to be obtained. There are no matters which might reasonably be expected to result in the FCC's denial or delay of approval of the FCC Application.

3.6 Financing. As of the Closing Date, Buyer will have sufficient cash, available lines of credit or other sources of immediately available funds to enable it to make payment of the Purchase Price and any other amounts to be paid by it in accordance with the terms of this Agreement.

ARTICLE 4: SELLER COVENANTS

4.1 Covenants. Between the date hereof and Closing, except as permitted by this Agreement or with the prior written consent of Buyer, which shall not be unreasonably withheld, delayed or conditioned, Seller shall:

(a) operate the Station in the ordinary course of business and in all material respects in accordance with FCC Rules and with all other applicable laws, regulations, rules and orders;

(b) not materially adversely modify, and in all material respects maintain in full force and effect, the FCC Licenses;

(c) not other than in the ordinary course of business, sell, lease or dispose of or agree to sell, lease or dispose of any of the Station Assets unless replaced with similar items of substantially equal or greater value and utility, or create, assume or permit to exist any Liens upon the Station Assets, except for Permitted Liens, and not dissolve, liquidate, merge or consolidate with any other entity;

(d) maintain the Tangible Personal Property in the ordinary course of business;

(e) 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;

(f) except in the ordinary course of business and as otherwise required by law, not (i) enter into any employment, labor, or union agreement or plan (or amendments of any such existing agreements or plan) that will be binding upon Buyer after Closing or (ii) increase the compensation payable to any employee of the Station, except for bonuses and other compensation payable by Seller in connection with the consummation of the transactions contemplated by this Agreement (if any);

(g) not enter into new Station Contracts that will be binding upon Buyer after Closing or amend any existing Station Contracts; and

(h) in the event the Real Property Lease is in the name of Pretoria or an affiliated entity, Seller will cause Pretoria to assign the Real Property Lease to Buyer at Closing.

ARTICLE 5: JOINT COVENANTS

Buyer and Seller hereby covenant and agree as follows:

5.1 Confidentiality. Seller or an affiliate of Seller and Buyer or an affiliate of Buyer are parties to a nondisclosure agreement (the “*NDA*”) with respect to Seller and the Stations. To the extent not already a direct party thereto, Buyer and Seller hereby assume the NDA and agree to be bound by the provisions thereof. Without limiting the terms of the NDA, subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement (including without limitation all financial information provided by Seller to Buyer) 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 transaction contemplated by this Agreement.

5.2 Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except that the parties shall cooperate to make a mutually agreeable announcement.

5.3 Control. Buyer shall not, directly or indirectly, control, supervise or direct the operation of the Station prior to Closing. Consistent with the Communications Act and FCC Rules, control, supervision and direction of the operation of the Station prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses.

5.4 Risk of Loss.

(a) Seller shall bear the risk of any loss of or damage to any of the Station Assets at all times until the Effective Time, and Buyer shall bear the risk of any such loss or damage thereafter.

(b) If prior to the Effective Time any item of Tangible Personal Property is damaged or destroyed or otherwise not in the condition described in Section 2.6 in any material respect, then:

(i) Seller shall use commercially reasonable efforts to repair or replace such item in all material respects in the ordinary course of business; and

(ii) if such repair or replacement is not completed prior to Closing, the parties shall proceed to Closing (with Seller's representations and warranties deemed modified to take into account any such condition) and Seller shall promptly repair or replace such item in all material respects after Closing (and Buyer will provide Seller access and any other reasonable assistance requested by Seller with respect to such obligation), except that if such damage or destruction materially disrupts Station operations, Buyer may postpone Closing until the date five (5) business days after operations are restored in all material respects, subject to Section 10.1.

(c) If prior to Closing the Station is off the air or operating at a power level that results in a material reduction in coverage (a "**Broadcast Interruption**"), Seller shall use commercially reasonable efforts to return the Station to the air and restore prior coverage as promptly as possible in the ordinary course of business. Notwithstanding anything herein to the contrary, if prior to Closing there is a Broadcast Interruption in excess of 24 hours, Buyer may postpone Closing until the date five (5) business days after the Station returns to the air and prior coverage is restored in all material respects, subject to Section 10.1. For the avoidance of doubt, an event of loss prior to Closing shall not constitute a breach of this Agreement.

5.5 Environmental.

(a) With respect to any owned real property or ground lease included in the Station Assets, Buyer may at its expense conduct an assessment (each a "**Phase I**") prior to Closing, provided that such assessments are conducted during normal business hours upon reasonable prior notice (and subject to landlord consent if necessary), but completion of such assessments (or the results thereof) is not a condition to Closing.

(b) If any Phase I or any item set forth on **Schedule 1.1(c)** or any environmental report provided by Seller to Buyer prior to the date of this Agreement identifies a condition requiring remediation under applicable environmental law, then:

(i) except as set forth below, Seller shall use commercially reasonable efforts to remediate such condition in all material respects in the ordinary course of business; and

(ii) if such remediation is not completed prior to Closing, the parties shall proceed to Closing (with Seller's representations and warranties deemed modified to take into account any such condition) and Seller shall remediate such item in all material respects after Closing (and Buyer will provide Seller access and any other reasonable assistance requested by Seller with respect to such obligation).

(c) Notwithstanding anything herein to the contrary, if at any time any such condition exists and the reasonably estimated cost to remedy all such conditions in the aggregate exceeds \$50,000, either Buyer or Seller shall have the right to terminate this Agreement upon written notice to the other party.

5.6 Consents.

(a) The parties shall use commercially reasonable efforts to obtain (i) any third party consents necessary for the assignment of any Station Contract (which shall not require any payment to any third party), and (ii) execution of reasonable estoppel certificates by lessors under the Real Property Lease requiring consent to assignment (if any), but no such consents or estoppel certificates are conditions to Closing except for the Required Consents. Receipt of consent to assign to Buyer the Station's tower leases designated with an asterisk on ***Schedule 1.1(c)*** (if any) is a condition precedent to Buyer's obligation to close under this Agreement (the "***Required Consents***").

(b) To the extent that any Station Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant to this Agreement shall not constitute an assignment of such Station Contract; provided, that with respect to each such Station Contract, Seller and Buyer shall cooperate to the extent feasible in effecting a lawful and commercially reasonable arrangement pursuant to which Buyer shall receive the benefits under the Station Contract from and after Closing, and to the extent of the benefits received, Buyer shall pay and perform Seller's obligations arising under the Station Contract from and after Closing in accordance with its terms.

5.7 [Intentionally Omitted]

5.8 Accounts Receivable. At Seller's request, for a period of 60 days after Closing (the "***Collection Period***"), Buyer shall, without charge to Seller, use commercially reasonable efforts to collect the Accounts Receivable in the ordinary course of business and shall apply all amounts collected from the Station's account debtors to the oldest account first, unless the advertiser disputes in good faith in writing an older account and designates the payment to a newer account. Any amounts relating to the Accounts Receivable that are paid directly to Seller shall be retained by Seller. Buyer shall not discount, adjust or otherwise compromise any Accounts Receivable and Buyer shall refer any disputed Accounts Receivable to Seller. On or before the tenth (10th) calendar day of each month, Buyer shall deliver to Seller a report showing Accounts Receivable collections for the prior month and Buyer shall make a payment, without offset, to Seller equal to the amount of all such collections. At the end of the Collection Period, any remaining Accounts Receivable shall be returned to Seller for collection.

5.9 [Intentionally Omitted]

5.10 Actions. After Closing, Buyer shall cooperate with Seller in the investigation, defense or prosecution of any action which is pending or threatened against Seller or its affiliates with respect to the Stations, whether or not any party has notified the other of a claim for indemnification with respect to such matter. Without limiting the generality of the foregoing, Buyer shall make available its employees to give depositions or testimony and shall furnish all documentary or other evidence that Seller may reasonably request.

5.11 FCC Compliance. If after Closing the FCC Consent is reversed or otherwise set aside, and there is a Final Order of the FCC (or court of competent jurisdiction) requiring the re-assignment of the FCC Licenses to Seller, the purchase and sale of the Station Assets shall be rescinded. In such event, Buyer shall reconvey to Seller the Station Assets free and clear of Liens other than Permitted Liens, and Seller shall repay to Buyer the Purchase Price and reassume the Station Contracts. Any such rescission shall be consummated on a mutually agreeable date within thirty days of such Final Order (or, if earlier, within the time required by such Order). In connection therewith, Buyer and Seller shall each execute such documents (including execution by Buyer of instruments of conveyance of the Station Assets to Seller and execution by Seller of instruments of assumption of the Station Contracts) and make such payments (including repayment by Seller to Buyer of the Purchase Price) as are necessary to give effect to such rescission.

ARTICLE 6: 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):

6.1 Representations and Covenants.

(a) 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.

(b) 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.

(c) Seller shall have received a certificate dated as of the Closing Date from Buyer executed by an authorized officer of Buyer to the effect that the conditions set forth in Sections 6.1(a) and (b) have been satisfied.

6.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

6.3 FCC Authorization. The FCC Consent pursuant to the FCC's initial order shall have been obtained.

6.4 Deliveries. Buyer shall have complied with its obligations set forth in Section 8.2.

ARTICLE 7: 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):

7.1 Representations and Covenants.

(a) 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.

(b) The covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all material respects.

(c) Buyer shall have received a certificate dated as of the Closing Date from Seller executed by an authorized officer of Seller to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied.

7.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

7.3 FCC Authorization. The FCC Consent shall have been obtained.

7.4 Deliveries. Seller shall have complied with its obligations set forth in Section 8.1.

7.5 Consents. The Required Consents (if any) shall have been obtained.

ARTICLE 8: CLOSING DELIVERIES

8.1 Seller Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer:

(i) good standing certificates issued by the Secretary of State of Seller's jurisdiction of formation;

(ii) a certificate executed by Seller's members authorizing the execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby;

(iii) the certificate described in Section 7.1(c);

(iv) an assignment and assumption of FCC authorizations assigning the FCC Licenses from Seller to Buyer;

(v) an assignment and assumption of contracts assigning the Station Contracts from Seller to Buyer;

(vi) an assignment and assumption of leases assigning the Real Property Lease from Seller to Buyer;

(vii) an assignment of the marks assigning the Station's registered marks listed on ***Schedule 1.1(d)*** (if any) from Seller to Buyer;

(viii) domain name transfers assigning the Station's domain names listed on ***Schedule 1.1(d)*** (if any) from Seller to Buyer following customary procedures of the domain name administrator;

(ix) a bill of sale conveying the other Station Assets from Seller to Buyer; and

(x) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets from Seller to Buyer, free and clear of Liens, except for Permitted Liens.

8.2 Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller:

(i) the Purchase Price in accordance with Section 1.5 hereof;

(ii) good standing certificates issued by the Secretary of State of Buyer's jurisdiction of formation;

(iii) certified copies of resolutions authorizing the execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby;

(iv) the certificate described in Section 6.1(c);

(v) an assignment and assumption of FCC authorizations assigning the FCC Licenses from Seller to Buyer;

(vi) an assignment and assumption of contracts assuming the Station Contracts;

(vii) an assignment and assumption of leases assuming the Real Property Leases (if any);

(viii) domain name transfers assuming the Station's domain names listed on ***Schedule 1.1(d)*** (if any) following customary procedures of the domain name administrator;

(ix) any new agreements required by ***Schedule 1.1(c)*** or otherwise required by this Agreement; and

(x) such other documents and instruments of assumption that may be necessary to assume the Assumed Obligations.

ARTICLE 9: SURVIVAL; INDEMNIFICATION

9.1 Survival. The representations and warranties in this Agreement shall survive the Closing for a period of twelve (12) months from the Closing Date whereupon they shall expire and be of no further force or effect, except that if within such twelve (12) month period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, such claim shall survive until the earlier of resolution of such claim or expiration of the applicable statute of limitations. The covenants and agreements in this Agreement shall survive Closing until performed.

9.2 Indemnification.

(a) Subject to Section 9.2(c), from and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("***Damages***") incurred by Buyer arising out of or resulting from:

- (i) any breach by Seller of its representations and warranties made under this Agreement; or
- (ii) any default by Seller of any covenant or agreement made under this Agreement; or
- (iii) the Retained Obligations; or
- (iv) the business or operation of the Station before the Effective Time, except for the Assumed Obligations.

(b) Subject to Section 9.2(c), 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 by Buyer of its representations and warranties made under this Agreement; or
- (ii) any default by Buyer of any covenant or agreement made under this Agreement; or
- (iii) the Assumed Obligations; or
- (iv) the business or operation of the Station after the Effective Time.

(c) Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) neither party will have any liability to the other under this Article until the indemnified party's aggregate Damages exceed \$10,000, after which such threshold amount shall be included, not excluded, from any calculation of Damages, and (ii) the maximum aggregate liability of the indemnifying party under this Article shall be an amount equal to the Purchase Price.

9.3 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 9.1.

(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 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;

(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; and

(iv) neither party shall have any liability to the other under any circumstances for special, indirect, consequential, punitive or exemplary damages or lost profits or similar damages of any kind, whether or not foreseeable.

ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. Subject to Section 10.3, 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 its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period (defined below); provided, that Buyer may not terminate pursuant to this Section 10.1(b) if it is then in material breach of or default under this Agreement;

(c) by written notice of Seller to Buyer if Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period; provided, that the Cure Period shall not apply to Buyer's obligations to pay the Purchase Price at Closing; provided further, that Seller may not terminate pursuant to this Section 10.1(c) if it is then in material breach of or default under this Agreement;

(d) by written notice of Seller to Buyer or Buyer to Seller if Closing does not occur by the date twelve (12) months after the date of this Agreement; or

(e) as provided by Section 5.5(c).

10.2 Cure Period. Each party shall give the other party 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 on the date Buyer or Seller receives from the other written notice of breach or default hereunder and shall continue until the earlier of (i) twenty (20) calendar days thereafter or (ii) the Closing Date determined under Section 1.10; provided, that if the breach or default is non-monetary and cannot reasonably be cured within such 20-day period but can be cured before the Closing Date determined under Section 1.10, and if diligent efforts to cure promptly commence, the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date as determined under Section 1.10.

10.3 Survival. 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 termination. Notwithstanding anything contained herein to the contrary, Sections 5.1 (Confidentiality) and 11.1 (Expenses) shall survive any termination of this Agreement.

10.4 Liquidated Damages and Specific Performance.

(a) If this Agreement is terminated for any reason other than the default of Buyer, the entire Escrow Deposit will be returned to Buyer and the Note shall be cancelled.

(b) If this Agreement is terminated due to the default of Buyer, the Note shall be cancelled but the Escrow Deposit shall be retained by Seller. SUCH RETENTION OF THE ESCROW DEPOSIT SHALL BE CONSIDERED LIQUIDATED DAMAGES AND NOT A PENALTY, AND SHALL BE THE RECIPIENT'S SOLE REMEDY AT LAW OR IN EQUITY FOR THE TERMINATION OF THIS AGREEMENT AS A RESULT OF BUYER'S BREACH. SELLER AND BUYER EACH ACKNOWLEDGE AND AGREE THAT THIS LIQUIDATED DAMAGE AMOUNT IS REASONABLE IN LIGHT OF THE ANTICIPATED HARM WHICH WILL BE CAUSED BY TERMINATION OF THIS AGREEMENT AS A RESULT OF BUYER'S BREACH OF THIS AGREEMENT, THE DIFFICULTY OF PROOF OF LOSS, THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE OBTAINING AN ADEQUATE REMEDY, AND THE VALUE OF THE TRANSACTIONS TO BE CONSUMMATED HEREUNDER.

(c) In the event of failure or threatened failure by Seller to comply with the terms of this Agreement, Buyer shall be entitled to an injunction restraining such failure or threatened

failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement.

ARTICLE 11: MISCELLANEOUS

11.1 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. The filing fee for the FCC Consent shall be divided equally between Buyer and Seller. All other governmental fees and charges applicable to any requests for governmental consents shall be paid by the party upon whom the applicable governmental authority imposes the fee or charge (or shall be shared equally if not imposed upon either party). Each party is responsible for any commission, brokerage fee, advisory fee or other similar payment that arises as a result of any agreement or action of it or any party acting on its behalf in connection with this Agreement or the transactions contemplated hereby.

11.2 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.

11.3 Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, provided, that Buyer may assign its rights hereunder to an affiliate of Buyer upon written notice to, but without consent of, Seller, provided further that (i) any such assignment does not delay processing of the FCC Application, grant of the FCC Consent or Closing, (ii) any such assignee delivers to Seller a written assumption of this Agreement, and (iii) Buyer shall remain liable for all of its obligations hereunder, and Seller may assign its rights hereunder to an affiliate of Seller. 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.

11.4 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally-recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Buyer:

JetStream Media LLC
113 Kerr Circle
Lehigh Acres, FL 33936
Attn.: John Golobish, Jr.
Email : JohnG@jetstreammedia.net

With a copy (which shall not constitute notice) to:
Matthew H. McCormick
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street, 11th Floor
Arlington, VA 22209

Pretoria Fields Collective Media, LLC

c/o Law Offices of Michael M. Custer, P.C.
P.O. Box 2023
Albany, GA 31702
Attn.: Michael M. Custer

If to Seller:

11.5 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.

11.6 Waiver of Provisions. The terms, covenants, representations, warranties, and conditions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of either party at any time or times to require performance of any provision of this Agreement shall not affect the exercise of a party's rights at a later date. No waiver granted in any one circumstance shall be deemed a waiver in any other instance, no matter how similar. No practice of the parties shall, by itself, be deemed a waiver of any right hereunder.

11.7 Entire Agreement. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof, except any confidentiality agreement between the parties with respect to the Station, which shall remain in full force and effect. Neither party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, Seller makes no representation or warranty to Buyer with respect to any projections, budgets or other estimates of the Station's revenues, expenses or results of operations, or, except as expressly set forth in Article 2, any other financial or other information made available to Buyer with respect to the Station.

11.8 Severability. If any court or governmental authority of competent jurisdiction holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, so long as neither party is deprived of the benefits of this Agreement in any material respect, 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.

11.9 No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

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

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

ARTICLE 12: DEFINITIONS

The following is a list of terms used in this Agreement and a reference to the section hereof in which such term is defined:

<u>Term</u>	<u>Section Reference</u>
Accounts Receivable	1.2(g)
Assumed Obligations	1.4
Broadcast Interruption	5.4(c)
Buyer	Preamble
Buyer Ancillary Agreements	3.1
Claim	9.3(a)
Closing	1.9
Closing Date	1.9
Code	1.8
Collection Period	5.8
Communications Act	2.5
Damages	9.2(a)
Effective Time	1.7
Escrow Deposit	1.5
Excluded Assets	1.2
FCC	Recitals
FCC Application	1.10
FCC Consent	1.10
FCC Licenses	1.1(a)
FCC Rules	2.4
Final Order	1.9
GAAP	1.7
Intangible Property	1.1(d)
Liens	1.3
NDA	5.1
Permitted Liens	1.3
Phase I	5.5(a)
Purchase Price	1.5
Real Property Lease	1.1(c)
Required Consents	5.6(a)
Retained Obligations	1.4
Seller	Preamble
Seller Ancillary Agreements	2.1
Station	Recitals
Station Assets	Recitals

Station Contracts	1.1(c)
Tangible Personal Property	1.1(b)

[Signatures on following page]

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

PRETORIA FIELDS COLLECTIVE MEDIA, LLC

By: 

JOE HARRIS MORGAN, Manager

JETSTREAM MEDIA LLC

By: 

John Colobish, Jr.
Managing Member

LOCAL MARKETING AGREEMENT

THIS LOCAL MARKETING AGREEMENT (this "**Agreement**") is made and entered into as of this 1st day of ~~July~~ 2021, by and between Pretoria Fields Collective Media, LLC, a Georgia limited liability company ("**Licensee**") and JetStream Media, LLC, a Georgia limited liability company (the "**Programmer**").

BACKGROUND

WHEREAS, Licensee is the Federal Communications Commission (the "**FCC**") licensee of radio station WPFQ(FM), 102.1 MHz, Sylvester, GA, (FCC Facility ID No. 66942) (the "**Station**"), and has available broadcasting time on the Station;

WHEREAS, Programmer desires to avail itself of the broadcast time of the Station for the presentation of a programming service, including the sale of advertising time, in accordance with procedures and policies approved by the FCC.

WHEREAS, Licensee and Programmer have entered into an Asset Purchase Agreement ("**Purchase Agreement**"), of equal date hereto, pursuant to which Licensee will convey and Programmer will purchase certain assets associated with the Station.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Sale Of Time

1.1 Broadcast of Programming

During the Term, as defined below, Licensee shall make available exclusively to Programmer broadcast time on the Station for up to 24 hours a day, seven days a week for the broadcast of Programmer's programs (the "**Programming**"); provided that Licensee shall specifically reserve from such time: (a) downtime occasioned by routine maintenance consistent with prior practice; (b) such times as the parties may agree, not to exceed two (2) hours per week, during which time Licensee may broadcast additional programming designed to address the concerns, needs and issues of the Station's listeners ("**Licensee's Public Service Programming**"); (c) times when Programmer's programs are not accepted or are preempted by Licensee in accordance with Section 2.3 of this Agreement or because such Programming does not satisfy the standards of Section 2.4.1 of this Agreement; and (d) Force Majeure Events, as defined in Section 1.5 of this Agreement (such hours, subject to the reservation, being the "**LMA Hours**").

1.2 Term

This Agreement shall be effective and binding between the parties as of the date first set forth above. The term for the provision of Programming by Programmer and related performance thereto by both parties of this Agreement (the "**Term**") shall be for the period commencing on July 1, 2021, or such other time as the parties mutually agree (the "**Commencement Date**"), and terminating on the earlier of: (a) three (3) months following the termination of the Purchase Agreement for any reason other than as a result of Programmer's default of the Purchase Agreement; (b) the Closing Date, as defined in the Purchase Agreement; (c) termination of this Agreement pursuant to Section 7; or (d) eighteen (18) months after the Commencement Date. Notwithstanding the foregoing, the parties may mutually agree to extend this Agreement for a period in excess of the period in (d) on mutually agreeable terms.

1.3 Payments

Programmer shall pay to Licensee the fees as set forth on Schedule 1.3 hereto, for the rights granted under this Agreement. In accordance with Licensee's rights under Section 2.3.2 below, and provided Programmer is not then in default hereof, if Licensee preempts, deletes, delays, suspends, cancels or fails to broadcast any of the Programming during time that would otherwise be considered as LMA Hours, Programmer shall receive a credit equal to the *pro rata* portion of the fees paid for the month in which such preemption, deletion, delay, suspension, cancellation or failure to broadcast occurs pursuant to Section 2.3.2. Any credit due Programmer shall be applied to the fees due immediately following the calendar month during which such suspension, cancellation, preemption or delay subject to credit occurred.

1.4 Advertising and Programming Revenues

During the broadcast of the Programming delivered to the Station by Programmer, Programmer shall have full authority to sell for its own account commercial time or block programming time on the Station and to retain all revenues and all accounts receivable arising from or relating to the Programming, including, without limitation, promotion-related revenues. Programmer may sell such time in combination with the sale of time on any other broadcast stations of its choosing. Licensee may barter or sell commercial time or mentions within Licensee's Public Service Programming or within programming presented in accordance with Section 2.3.2, provided that such barter or sale is incidental to the purpose of such programming and not for the commercial advantage of Licensee.

1.5 Force Majeure Events

Any failure or impairment of facilities or any delay or interruption in broadcasting the Programming due to fires, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God, strikes or threats thereof, other contingencies, including equipment failures, beyond the reasonable control of the parties or any other causes beyond the control of Licensee (collectively, "**Force Majeure Events**"), shall not constitute a breach of this Agreement.

2. Programming and Operating Standards

2.1 Nature of the Programming

Licensee acknowledges that Programmer has provided a description of the nature of the Programming to be produced by Programmer and Licensee has determined that the broadcasting of the Programming on the Station will serve the public interest.

2.2 Right to Use the Programming

The ownership of and all rights to use the Programming furnished by Programmer and to authorize its use in any manner and in any media whatsoever shall be at all times vested solely in Programmer except as specifically authorized by this Agreement.

2.3 Obligations and Rights of Licensee

Licensee shall be ultimately responsible for the control of the day-to-day operations of the Station and for complying with the FCC's rules and regulations; (b) the broadcast of political advertisements and programming (including, without limitation, the FCC's rules, regulations and policies with respect to equal opportunities, lowest unit charge and reasonable access); (c) the broadcast and nature of public service programming; (d) the maintenance of political and public inspection files and the Station's logs; (e) the ascertainment of issues of community concern; (f) the preparation of all quarterly issues/programs lists; and (f) the preparation and filing with the FCC of all required material with respect to the Station, including the Station's Biennial Ownership Report and periodic EEO reports. Notwithstanding the ultimate responsibility of Licensee for the foregoing, Programmer shall assist Licensee with such activities including, as applicable, assisting with the upload of new and legacy public file documents to the Station's online public file.

2.3.1 Licensee's Right to Reject Programming

Licensee shall retain the right to accept or reject any Programming or advertising announcements or material which Licensee in its good faith, reasonable judgment deems contrary to the Communications Act of 1934, as amended and the rules, regulations and policies of the FCC promulgated thereunder (collectively, the "**FCA**"). Licensee reserves the right to refuse to broadcast any Programming containing matter that Licensee reasonably in good faith believes to be, or that Licensee reasonably in good faith believes may be determined by the FCC or any court or other regulatory body with authority over Licensee or the Station to be, violative of any right of any third party or indecent, profane or obscene. Licensee may take any other actions which Licensee in its good faith, reasonable judgment deems necessary to ensure that the Station's operations comply with the laws of the United States, the State of Georgia, and the FCA (including the prohibition on unauthorized transfers of control). If, in the reasonable good faith judgment of Licensee or its General Manager, any portion of the Programming presented by Programmer does not meet the requirements of Section 2.4.1 of this Agreement, Licensee may suspend, cancel or refuse to broadcast any such portion of the Programming. Licensee expressly agrees that its right to reject or preempt any of the Programming or take action to ensure compliance with applicable laws shall not be exercised in an arbitrary manner or for the commercial advantage of Licensee, and the exercise by Licensee thereof shall be limited to the minimum extent reasonably necessary.

2.3.2 Licensee's Right to Preempt Programming for Special Events

Licensee shall have the right, in its reasonable, good faith judgment, to preempt any of the broadcasts of the

Programming in order to broadcast a program deemed by Licensee, in its good faith, reasonable judgment, to be of greater national, regional, or local interest. In all such cases, Licensee will use its best efforts to give Programmer reasonable advance notice of its intention to preempt any regularly scheduled Programming, and, in such event, Programmer shall receive a payment credit for the Programming so omitted consistent with the intent and pursuant to the terms of Section 1.3 of this Agreement. Licensee expressly agrees that its right to reject or preempt any of the Programming shall not be exercised in an arbitrary manner or for the commercial advantage of Licensee.

2.3.3 Maintenance and Repair of Transmission Facilities

Licensee, with the cooperation and assistance of Programmer, shall use commercially reasonable efforts to maintain the Station's transmission equipment and facilities, including the respective antenna, transmitter and transmission line, and, shall provide for the delivery of electrical power to the Station's transmitting facilities in order to permit operation of the Station. Licensee shall use commercially reasonable efforts to undertake such repairs as are reasonably necessary to resume operation of the Station with the maximum authorized facilities, as expeditiously as possible following the occurrence of any loss or damage preventing such operation.

2.3.4 [Intentionally Deleted.]

2.3.5 Compliance with FCC Technical Rules

Licensee shall be ultimately responsible for ensuring compliance by the Station with the technical operating and reporting requirements established by the FCC.

2.4 Obligations and Rights of Programmer

2.4.1 Compliance with Laws and Station Policies

All Programming shall conform in all material respects to all applicable provisions of the FCA, all other laws or regulations applicable to the broadcast of programming or commercial advertisements by the Station, and the standards set forth in Schedule 2.4.1. At no time during the Term shall Programmer or its employees or agents represent, hold out, describe, or portray Programmer as the licensee of the Station.

2.4.2 License to Use Call Sign

During the Term of this Agreement, Licensee grants Programmer the right to use the Station's call signs in connection with and during the Programming during the Term.

2.4.3 Cooperation with Licensee

Programmer, on behalf of Licensee, shall furnish within the Programming all Station identification announcements required by the FCC, and shall, upon request by Licensee, provide to Licensee information with respect to any of the Programming which is responsive to the public needs and interests of the area served by the Station to assist Licensee in the preparation of any required programming reports and will provide upon request other information to enable Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies and, at the request of Licensee, to assist with the preparation of such records, logs and reports. Programmer shall maintain, deliver to Licensee and assist Licensee with the required public file obligations related to all records and information required by the FCC to be placed in the public inspection file of the Station pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1940 and 73.3526 of the FCC's rules, and agrees that, when presenting to Licensee for broadcast on the Station sponsored programming addressing political issues or controversial subjects of public importance, Programmer will do so in accordance with the provisions of Section 73.1212 of the FCC's rules and the applicable rules of the Federal Election Commission. Programmer shall consult with Licensee and adhere to all applicable provisions of the FCA, as announced from time to time, with respect to the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, other parties, to "*equal opportunities*" and "*reasonable access*") and the charges permitted for such programming or announcements, and, in the event of a dispute, Licensee's determination shall govern.

2.4.4 Payola and Plugola

Programmer shall provide to Licensee in advance any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Programmer for broadcast on the Station,

unless the party making or promising such payment is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements. Commercial matter or programming with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy or announced in connection with the programming. Programmer shall at all times endeavor in good faith to comply with the requirements of Sections 317 and 507 of the FCA.

2.4.5 Compliance with Copyright Act

Programmer shall not broadcast any material on the Station in violation of the Copyright Act or the rights of any person. All music supplied by Programmer shall be (i) licensed by the program provider or by a music licensing agent such as ASCAP, BMI or SESAC, (ii) in the public domain, or (iii) cleared at the source by Programmer. Licensee shall not be obligated to pay any music licensing fees or other similar expenses required in connection with the material broadcast by Programmer on the Station, provided that Licensee will maintain ASCAP, BMI, and SESAC music licenses if needed for the Station, subject to reimbursement of all music licensing fees due for the Station under those licenses by Programmer.

2.4.6 Handling of Communications

Programmer shall provide Licensee with the original or a copy of any correspondence from a member of the public relating to the Programming to enable Licensee to comply with FCC rules and policies, including those regarding the maintenance of the public inspection file. Licensee shall not be required to receive or handle mail, cables, telegraph or telephone calls in connection with the Programming unless Licensee has agreed to do so in writing. Licensee shall promptly forward to Programmer all correspondence, payments, communications or other information and/or documents which it receives and which relate to the Programming, including without limitation, invoices, billing inquiries, checks, money orders, wire transfers, or other payments for services or advertising.

2.4.7 Delivery of Programming

Programmer shall be solely responsible for delivering the Programming to the Station's transmitter site for broadcast on the Station. In the event that Programmer needs to obtain a studio transmitter link or similar FCC authorization to facilitate Programmer's delivery of the Programming, Licensee agrees that it shall cooperate reasonably with Programmer to file any required application for such authority with the FCC.

3. Responsibility for Employees and Expenses

3.1 Licensee's Responsibility for Employees and Expenses

Licensee will employ at least one person at the Station: a full-time management-level employee (who may or may not also be the designated Chief Operator), who shall report and be solely accountable to Licensee and shall direct Licensee's day-to-day operations of the Station. Licensee will be responsible for payment of the salaries, benefits, taxes, insurance and similar expenses for this employees. Licensee shall be responsible for the timely payment of the following expenses: all capital expenses for the Station other than those relating to maintenance and repair of the studio and transmitter site, any expenses due to casualty pursuant to Section 10, and all expenses that do not relate to the Station as currently operated. In addition, subject to reimbursement by Programmer pursuant to Schedule 1.3, Licensee shall be responsible for the timely payment of all costs and expenses related to the continued operation of the Station which are not paid directly by Programmer, including FCC regulatory and other fees, lease and/or mortgage payments for the Main Studio, and transmitter site, real estate and personal property taxes; rent and utility costs (telephone, electricity, etc.) relating to the Main Studio, existing transmitting site, transmitter and antennas, and Licensee's expenses under ASCAP, SESAC and BMI licenses, as required by such organizations; (e) maintenance and repair costs with respect to the transmitting equipment of the Station at the Main Studio or the transmitter site; and (f) all other reasonable and necessary payments related to the continued operation of the Station as it presently operates incurred by Licensee which are not paid directly by Programmer.

3.2 Programmer's Responsibility for Employees and Expenses

Programmer shall be responsible for the artistic personnel and material for the production of the Programming to be provided under this Agreement. Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for all of its personnel used in fulfillment of its rights and obligations under this Agreement. Programmer shall pay for all costs associated with production of the Programming and listener responses, including any copyright fees, and all other costs or expenses attributable to the Programming that is delivered by Programmer and broadcast on the Station. Programmer shall maintain at its expense commercially reasonable coverage for broadcaster's liability insurance, worker's compensation insurance and commercial general liability insurance with reputable insurance companies for operation of the Station, in amounts reasonably acceptable to Licensee. Licensee shall be named as an additional insured on such policies, and such policies shall not be terminable without notice to Licensee and an opportunity to cure any default thereunder. Programmer shall deliver to Licensee upon request a current certificate establishing that such insurance is in effect. Programmer shall be responsible for adherence to the FCC's EEO rules and policies for broadcast radio stations.

3.3 No Third Party Beneficiary Rights

No provisions of this Agreement shall create any third party beneficiary rights of any employee or former employee (including any beneficiary or dependent thereof) of Licensee in respect of continued employment (or resumed employment) with Licensee or with Programmer or in respect of any other matter.

4.0 Assignment and Assumption of Certain Agreements, Rights and Obligations

Except for the reimbursement obligations set forth in Schedule 1.3, Programmer expressly does not, and shall not, assume or be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated hereby, any liabilities, obligations or commitments of Licensee of any nature whatsoever.

5.0 Insurance and Indemnification

5.1 Insurance

During the Term, Programmer shall maintain its own policies of insurance covering liability for property damage in amounts customary for similar businesses in the Albany, GA area, which policies will name Licensee as an additional insured, and will indemnify and hold Licensee harmless with respect to any liabilities for property damage caused by Programmer, its agents or employees. The policies shall include property coverage of Licensee's property relating to the Station located at the Station's transmitter site at 312 W. Kelly Street, Sylvester, GA 31791, including damage or loss from fire, theft, and other casualties typically covered in property policies.

5.2 Indemnification

From and after the Commencement Date, Licensee and Programmer shall indemnify, defend, protect and hold harmless the other and their members, managers, officers, directors, owners and affiliates (the "**Indemnitees**") from and against any and all losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees and expenses) (collectively, "**Claims**") that are proximately caused by (a) any programming provided by such party for broadcast on the Station; (b) any breach by such party of a representation, warranty, covenant or other agreement contained in this Agreement; and (c) the negligence of such party, its employees or agents in fulfilling its obligations under this Agreement. Without limiting the generality of the preceding sentence, Licensee shall indemnify and hold Programmer and its Indemnitees harmless from and against, and Programmer will indemnify and hold Licensee and its Indemnitees harmless from and against, liability with respect to matters arising from or relating to any programming produced or supplied by the indemnifying party, including liability for libel, slander, infringement of copyright or other intellectual property, violation of rights of privacy or proprietary rights, and for any claims of any nature, including fines imposed by the FCC, as a result of the broadcast on the Station of any programming produced or supplied by the indemnifying party, including, without limitation, any programming which the FCC determines was in violation of any FCC rule, regulation or policy relating to lotteries or games of chance; obscenity, profanity or indecency; broadcast hoaxes; political broadcasting; or the adequacy of sponsorship identification.

5.3 Procedure for Indemnification

The procedure for indemnification shall be as follows:

5.3.1 Notice

The party seeking indemnification (the "**Claimant**") shall give notice to the party from whom indemnification is sought (the "**Indemnitor**") of any claim, whether solely between the parties or brought by a third party, specifying (i) the factual basis for the Claim, and (ii) the amount of the Claim. If the Claim relates to an action, suit or proceeding filed by a third party against Claimant, notice shall be given by Claimant within fifteen (15) business days after written notice of the action, suit or proceeding was given to Claimant. In all other circumstances, notice shall be given by Claimant within thirty (30) business days after Claimant becomes, or should have become, aware of the facts giving rise to the Claim. Notwithstanding the foregoing, Claimant's failure to give Indemnitor timely notice shall not preclude Claimant from seeking indemnification from Indemnitor except to the extent that Claimant's failure has materially prejudiced Indemnitor's ability to defend the claim or litigation.

5.3.2 Claims Between Parties

With respect to claims between the parties, following receipt of notice from the Claimant of a Claim, the Indemnitor shall have thirty (30) business days to make any investigation of the Claim that the Indemnitor deems necessary or desirable. For the purposes of this investigation, the Claimant agrees to make available to the Indemnitor and/or its authorized representatives the information relied upon by the Claimant to substantiate the Claim. If the Claimant and the Indemnitor cannot agree as to the validity and amount of the Claim within the 30-day period (or any mutually agreed upon extension thereof), the Claimant may seek appropriate legal remedy.

5.3.3 Third Party Claims

With respect to any Claim by a third party as to which the Claimant is entitled to indemnification hereunder, the Indemnitor shall have the right at its own expense to participate in or assume control of the defense of the Claim, and the Claimant shall cooperate fully with the Indemnitor, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnitor. If the Indemnitor elects to assume control of the defense of any third-party Claim, the Claimant shall have the right to participate in the defense of the Claim at its own expense. If the Indemnitor does not elect to assume control or otherwise participate in the defense of any third party Claim, Claimant may, but shall have no obligation to, defend or settle such Claim or litigation in such manner as it deems appropriate, and in any event Indemnitor shall be bound by the results obtained by the Claimant with respect to the Claim (by default or otherwise) and shall promptly reimburse Claimant for the amount of all expenses (including the amount of any judgment rendered), legal or otherwise, incurred in connection with such Claim or litigation. The Indemnitor shall be subrogated to all rights of the Claimant against any third party with respect to any Claim for which indemnity was paid.

5.4 Limitations

Neither Programmer nor Licensee shall have any obligation to the other party for any indemnification hereunder except upon compliance by the other party with the provisions of this Section 5.

6. Default and Cure

6.1 Events of Default

The following shall, after the expiration of the applicable cure periods as set forth in Section 6.2, each constitute an Event of Default under this Agreement by the party responsible for the action, or failure to act, described below:

6.1.1 Non-Payment

Programmer's failure to pay when due the Monthly Fee and the Station Expenses payable under Section 1.3 and Schedule 1.3 of this Agreement.

6.1.2 Default in Covenants or Adverse Legal Action

a. Any party (i) defaults in the performance of any material covenant, condition or undertaking contained in this Agreement, (ii) makes a general assignment for the benefit of creditors, or (iii) files or has filed against it a petition for bankruptcy, for reorganization or an arrangement, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which, if filed against such party, has not been dismissed or discharged within 60 days thereafter, or

b. As a consequence of any act or omission of Licensee or Programmer, the FCC issues a Hearing Designation Order or commences any hearing with respect to the Station, issues a Show Cause Order, a Letter of Inquiry (as to which counsel for the party not responsible for the matter addressed in such Letter of Inquiry determines in the reasonable exercise of his or her discretion that there is a reasonable basis to believe that the FCC may take material adverse action with respect such matter), Notice of Apparent Liability, or Order of Forfeiture with respect to the Station, provided, however that it shall not be an Event of Default by one party, if such Order, Letter of Inquiry, Notice of Apparent Liability or hearing results from the act or omission of the other party hereto. This subsection (b) shall not apply to hearings with respect to any FCC applications during the Term for changes to the facilities of the Station.

6.1.3 Breach of Representation

Any material representation or warranty made by either party to this Agreement, or in any certificate or document furnished by either party to the other pursuant to the provisions of this Agreement, proves to have been false or misleading in any material respect as of the time made or furnished.

6.1.4 Breach of Purchase Agreement

Any material breach of the Purchase Agreement.

6.2 Cure Periods

Except as provided herein, an Event of Default shall not be deemed to have occurred until the non-defaulting party has provided the defaulting party with written notice specifying the event or events that, if not cured within thirty (30) days, would

constitute an Event of Default; provided, however, that (i) if the Event of Default is non-monetary and cannot reasonably be cured within such period, and if diligent efforts to cure promptly commence, then the cure period shall continue as long as such diligent efforts to cure continue, and (ii) in the event of a non-payment as provided in Section 6.1.1 hereof, Licensee shall not have to give such notice or opportunity to cure if, within the preceding six (6) months, such notice has previously been given. If not cured within the cure period, the Event of Default shall be deemed to have occurred as of the date the event (that is, the act, failure to act, omission, filing, or other such occurrence) triggering the Event of Default occurred. The cure period for a failure by Programmer to supply the Programming for broadcast by the Station shall be ten (10) business days from the receipt of written notice by Licensee.

7. Termination

7.1 Termination Upon Default

Upon the occurrence of any Event of Default, the non-defaulting party may terminate this Agreement, provided that it is not also in material default of this Agreement, and may seek such remedies at law and equity as provided herein. If this Agreement is terminated as a result of Programmer's default in the performance of its obligations, all amounts accrued or payable to Licensee up to the date of termination which have not been paid shall become due and payable within ten (10) business days.

7.2 Termination for Change in Governmental Rules or Policies

The parties believe that the terms of this Agreement meet all of the requirements of current federal governmental policy, including that of the FCC, for time brokerage or local marketing agreements, and agree that they shall negotiate in good faith to meet any governmental concern with respect to this Agreement. If the parties cannot agree within a reasonable time to modification(s) deemed necessary by either party to meet such governmental requirements, either party may terminate this Agreement upon written notice to the other.

7.3 Certain Matters Upon Termination

7.3.1 No Obligation to Provide Time

If this Agreement is terminated for any reason other than the occurrence of the consummation of the assignment of the licenses and authorizations issued by the FCC for the Station, Licensee shall be under no further obligation to make available to Programmer any broadcast time or broadcast transmission facilities, and Programmer shall have no further obligations to make any payments to Licensee under Schedule 1.3 attributable to any period after the effective date of termination. Programmer shall be solely responsible for all of its liabilities, debts and obligations to third parties incident to Programmer's purchase of broadcast time under this Agreement and Programmer's production and provision of the Programming, including, accounts payable provided that Licensee shall be responsible for Licensee's federal, state, and local tax liabilities associated with Programmer's payments to Licensee under Schedule 1.3. So long as this Agreement is not terminated as a result of Programmer's breach or default, Licensee agrees that it will cooperate reasonably with Programmer to discharge in exchange for reasonable compensation any remaining obligations of Programmer in the form of air time following the date of termination.

7.3.2 Return of Equipment

Programmer shall return to Licensee any of Licensee's equipment or property used by Programmer, its employees or agents, in substantially the same condition as such equipment existed on the Commencement Date, ordinary wear and tear excepted.

7.4 Liability for Prior Conduct

No expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other for claims of third parties under Section 5 of this Agreement or limit or impair any party's rights to receive or make payments due and owing in accordance with this Agreement on or before the date of such termination.

7.5 Attorneys' Fees and Costs

In the event any action or proceeding is commenced by either party to enforce the provisions of this Agreement or to seek remedies for a breach or wrongful termination of this Agreement, the prevailing party in such an action or proceeding shall be entitled to the award of its reasonable attorneys fees and costs incurred in and relating to such an action or proceeding.

7.6 Liquidated Damages

If this Agreement is terminated by Licensee's giving of valid written notice to Programmer pursuant to Section 7.1, Programmer agrees that in the event the Purchase Agreement is terminated concurrently, Licensee shall be entitled to receive, as

liquidated damages and not as a penalty, the delivery of Escrow Deposit as defined the Purchase Agreement. In the event this Agreement is terminated pursuant to Section 7.1, but the Purchase Agreement is not terminated, Licensee shall be entitled to receive, as liquidated damages and not as a penalty, Five Thousand Dollars (\$5,000). THE DELIVERY OF THE LIQUIDATED DAMAGES AMOUNT TO LICENSEE SHALL BE CONSIDERED LIQUIDATED DAMAGES AND NOT A PENALTY, AND SHALL BE THE RECIPIENT'S SOLE REMEDY AT LAW OR IN EQUITY FOR THE TERMINATION OF THIS AGREEMENT AS A RESULT OF PROGRAMMER'S BREACH. PROGRAMMER AND LICENSEE EACH ACKNOWLEDGE AND AGREE THAT THIS LIQUIDATED DAMAGE AMOUNT IS REASONABLE IN LIGHT OF THE ANTICIPATED HARM WHICH WILL BE CAUSED BY TERMINATION OF THIS AGREEMENT AS A RESULT OF PROGRAMMER'S BREACH OF THIS AGREEMENT, THE DIFFICULTY OF PROOF OF LOSS, THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE OBTAINING AN ADEQUATE REMEDY, AND THE VALUE OF THE TRANSACTIONS TO BE CONSUMMATED HEREUNDER.

7.7 Limitation on Damage

Notwithstanding anything here to the contrary, in the event of Licensee's default of this Agreement and its failure to cure such default as provided in Section 6.2 hereof, Programmer shall be entitled to seek, as its sole remedy, specific performance of this Agreement or, in lieu thereof, its actual damages, but not both. Neither Licensee nor Programmer shall, under any circumstances, be liable for any special, exemplary, punitive, incidental, or consequential damages regardless of the cause.

8. Representations and Warranties

8.1 Representations and Warranties of Licensee

Licensee hereby represents and warrants that:

8.1.1 Organization and Standing

Licensee is a Georgia limited liability company and has all necessary right, power and authority to own the Station's assets, to lease all leased assets and to utilize all of the Station's assets and to carry on the business of the Station.

8.1.2 Binding Obligation

Licensee has all necessary power to enter into and perform this Agreement and the transactions contemplated hereby. This Agreement constitutes a valid and binding obligation of Licensee, enforceable in accordance with its terms.

8.1.3 Absence of Conflicting Agreements or Required Consents

The execution, delivery and performance of this Agreement by Licensee (a) do not and will not require the consent or approval of or any filing with any third party or governmental authority, other than the FCC; (b) do not and will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; and (c) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, lease, instrument, license or permit to which Licensee or any of its assets is now subject; and (d) do not and will not violate any provision of Licensee's organizational documents.

8.2 Representations and Warranties of Programmer

Programmer hereby represents and warrants that:

8.2.1 Organization and Standing

Programmer is a limited liability corporation duly formed, validly existing and in good standing under the laws of the State of Georgia and has all necessary power and authority to perform its obligations hereunder.

8.2.2. Authorization and Binding Obligation

Programmer has all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and Programmer's execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by Programmer and constitutes its valid and binding obligation enforceable against Programmer in accordance with its terms.

8.2.3. Absence of Conflicting Agreements or Required Consents

The execution, delivery and performance of this Agreement by Programmer: (a) do not and will not violate any provision of Programmer's organizational documents; (b) do not and will not require the consent of any third party or governmental authority other than the FCC; (c) do not and will not violate any law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; and (d) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, lease, instrument, license or permit to which Programmer is now subject.

8.2. *Qualification*

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Programmer is legally and financially qualified to provide the Programming to the Station as contemplated herein without waiver of any FCC rule or policy.

9 Certification

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9.1. Programmer's Certification

Programmer hereby certifies that this Agreement complies with the provisions of Sections 73.3555 (a) and (d) of the FCC rules.

9.2. Licensee's Certification

Licensee hereby certifies that it shall maintain ultimate control over the Station's facilities, including but not limited to control over the finances with respect to the operation of the Station, over its personnel operating the Station, and over the programming to be broadcast by the Station.

10. Casualty and Insurance.

Upon the occurrence of any casualty loss, damage or destruction material to the operation of the Station, Licensee shall use its reasonable efforts to promptly commence and thereafter to diligently proceed to repair or replace any such lost, damaged or destroyed property, at its expense. During the Term hereof, Licensee shall use reasonable commercial efforts to maintain insurance upon all of the tangible personal property of the Station in such amounts and of such kind to cover the full amount of any loss with respect to such property and with respect to the operation of the Station, with insurers of substantially the same or better financial condition as are currently insuring that property.

11. Miscellaneous

11.1. Modification and Waiver

No modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party adversely affected, and any such waiver and consent shall be effective only in the specific instance and for the purpose for which such consent was given.

11.2 No Waiver; Remedies Cumulative

No failure or delay on the part of Licensee or Programmer in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties to this Agreement are cumulative and are not exclusive of any right or remedies which either may otherwise have.

11.3. Governing Law

The construction and performance of this Agreement shall be governed by the laws of the State of Georgia without regard to its principles of conflict of law.

11.4. No Partnership or Joint Venture

This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

11.5. 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 Programmer nor Licensee may assign its rights under this Agreement without the prior written consent of the other parties hereto provided that Programmer may, without the consent of Licensee, (i) assign its rights and obligations hereunder in whole or in part to any entity under common control with Programmer provided that the assignee agrees, in writing, to assume and be bound by Programmer's obligations hereunder. Upon any such assignment by Programmer of its rights hereunder, references to "**Programmer**" shall include such assignee, provided, however, that no such assignment shall relieve Programmer of any obligation hereunder.

11.6. 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.

11.7. 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.

11.8. Notices

Any notice, report, demand, waiver or consent required or permitted hereunder shall be in writing and shall be given by hand delivery, by prepaid registered or certified mail, with return receipt requested, or by an established national overnight courier providing proof of delivery for next business day delivery addressed as follows:

If to Licensee: Pretoria Fields Collective Media, LLC

120 Pine Avenue

Albany, GA 31701 Camarillo, CA 93010

Attn: Joe Harris Morgan, III

Email: tmorgan@pretoriafields.com

If to Programmer: JetStream Media LLC

113 Kerr Circle

Lehigh Acres, FL 33936

Attn: John Golobish, Jr.

Email: JohnG@jetstreammedia.net

The date of any such notice and service thereof shall be deemed to be the day of delivery if hand delivered or delivered by overnight courier or the day of delivery as indicated on the return receipt if sent by mail. Either party may change its address for the purpose of notice by giving notice of such change in accordance with the provisions of this Section 11.8.

11.9. Duty to Consult

Each party agrees that it will use its best efforts not to take any action that will unreasonably interfere, threaten or frustrate the other party's purposes or business activities, and that it will keep the other party informed of, and coordinate with the other party regarding, any of its activities that may have a material effect on such party.

11.10. Further Assurances

From time to time after the date of execution hereof, the parties shall take such further action and execute such further documents, assurances and certificates as either party reasonably may request of the other to effectuate the purposes of this Agreement.

11.11 Severability

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In the event that any of the provisions of this Agreement shall be held unenforceable, then the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect which renders any provision hereof unenforceable in any respect.

11.12. Counterparts

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

11.13. Waiver of Trial by Jury

PROGRAMMER AND LICENSEE WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, COUNTERCLAIM, OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT. THIS WAIVER APPLIES TO ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS AND PROCEEDINGS, INCLUDING PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY PROGRAMMER AND PROGRAMMER ACKNOWLEDGES THAT NEITHER LICENSEE, NOR ANY PERSON ACTING ON BEHALF OF LICENSEE, HAD MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. PROGRAMMER FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. PROGRAMMER FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION.

11.14. Legal and Accounting Fees

Except as provided in Sections 5.1 and 7.5 hereof, Programmer and Licensee each shall bear its own legal and accounting fees incurred relating to this Agreement and the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized corporate officers and their respective corporate seals thereunto affixed on this the day and date first written above.

Pretoria Fields Collective Media, LLC

By: 

Name: Joe Harris Morgan, III

Title: Manager

JetStream Media, LLC

By: 

Name: John Golobish, Jr.

Title: Manager

SIGNATURE PAGE TO
LOCAL MARKETING AGREEMENT

SCHEDULE 1.3

COMPENSATION

For and during the Term hereof, Programmer shall reimburse Licensee for all reasonable out-of-pocket costs and expenses associated with or arising out of the current operation of the Station ("Station Expenses"), including (without limitation) the cost to maintain the Station's transmitter and antennas, premiums for insurance, FCC regulatory and other fees, and the cost and expense of all utilities, and music license fees for the operation of the Station. Notwithstanding the preceding sentence, "Station Expenses" shall not include (i) any inter-company charges; (ii) any capital expenditures for the Station other than those necessary to maintain or repair the Station's equipment and current transmitter site; or (iii) any expenses due to casualty pursuant to Section 10. All Station Expenses shall be due and payable not later than thirty (30) days after Programmer's receipt of written itemizations of said expenses. All ongoing Station Expenses to be paid by Programmer shall be prorated as of the Commencement Date.

SCHEDULE 2.4.1

PROGRAM STANDARDS

Programmer agrees to cooperate with Licensee in the broadcasting of programs in a manner consistent with the standards of Licensee, as set forth below:

1. **Political Programming and Procedures.** At least 90 days before the start of any primary or regular election campaign, Programmer will coordinate with Licensee's management employee the rates Programmer will charge for time to be sold to candidates for public office and/or their supporters to make certain that the rates charged conform to all applicable laws and the Station's policy. Throughout a campaign, Programmer will comply with all applicable laws and rules concerning political broadcasts and will promptly notify Licensee's management employee of any disputes concerning either the treatment of or rate charged a candidate or supporter.

2. **Required Announcements.** Programmer shall broadcast an announcement in a form satisfactory to Licensee at the beginning of each hour to identify the Station, and any other announcement that may be required by law, regulation, or the Station's policy.

3. **Commercial Record Keeping.** Programmer shall maintain such records of the receipt of, and provide such disclosure to Licensee of, any consideration, whether in money, goods, services, or otherwise, which is paid or promised to be paid, either directly or indirectly, by any person or company for the presentation of any programming over the Station as are required by Sections 317 and 507 of the Communications Act and the rules and regulations of the FCC.

4. **No Illegal Announcements.** No announcements or promotion prohibited by federal or state law or regulation of any lottery, game or contest shall be made over the Station. Licensee reserves the right to reject any game, contest or promotion which, in its reasonable judgment, it deems violative of any applicable FCC rule or federal, state or local law or regulation.

5. **Indecency, Hoaxes.** No programming violative of applicable laws and rules concerning indecency or hoaxes will be broadcast over the Station.

6. **Controversial Issues.** Any broadcast over the Station concerning controversial issues of public importance shall comply with FCC rules and policies.

7. **Licensee's Discretion Paramount.** In accordance with Licensee's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the FCC, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Station which is in conflict with the Station's policy or which, in the good faith, reasonable judgment of Licensee or its management employee would be contrary to the Act or the Rules. Licensee may waive any of the foregoing regulations in specific instances if, in its reasonable opinion, good broadcasting in the public interest will be served thereby.

PROMISSORY NOTE

\$85,000.00

Albany, Georgia

July 1, 2021

FOR VALUE RECEIVED, the undersigned JETSTREAM MEDIA, LLC, a Georgia limited liability company (hereinafter called "Borrower"), promises to pay to the order of PRETORIA FIELDS COLLECTIVE MEDIA, LLC, a Georgia limited liability company (herein, together with any assignee or holder hereof, called "Lender"), at 120 Pine Avenue, Albany, GA 31701, or at such other place as Lender may hereafter designate by written notice to Borrower from time to time, the principal sum of EIGHTY FIVE THOUSAND AND 00/100ths DOLLARS (\$85,000.00), to be due and payable as follows:

- (a) Interest shall accrue on the principal balance hereof outstanding from time to time at a rate equal to six and one quarter percent (6.25%).
- (b) Payments shall be due hereunder, and interest shall accrue at the rate aforesaid, beginning August 2, 2021 and on the first day of each of the following fifty-nine (59) months, Borrower shall make equal monthly payments to Lender of principal and interest in the amount of \$1653.19.
- (c) The indebtedness evidenced hereby may be prepaid in full or in part at any time without premium or penalty. Any payments to be applied first to any accrued interest, and then to reduce the principal balance of the Note.

Time is of the essence hereof. In the event any sum payable hereon is not paid when said sum shall become due and payable, or in the event Borrower fails to comply with any term, covenant or condition of this Note, then, and in any such event and at any time thereafter, at Lender's option, and without further demand or notice of any kind, the entire principal balance hereof at the time remaining unpaid together with all interest then accrued hereon and unpaid may be declared, and thereupon shall be and become, immediately due and payable, and said principal amount shall thereafter bear interest at the interest rate then in-effect *plus* five percent (5%) per annum. If any part of the indebtedness evidenced hereby is collected by or through an attorney-at-law, Borrower agrees to pay all expenses and costs of collection (including reasonable attorney's fees and expenses of litigation). All rights and remedies provided hereunder upon any occurrence of default may be exercised cumulatively.

Anything contained herein to the contrary notwithstanding, Lender by acceptance hereof does hereby agree that (i) in the event of any default under this Note, or under the terms of any other document evidencing, guaranteeing, securing or otherwise related to the debt evidenced by this Note, Lender shall deliver written notice of such default to Borrower in the manner hereinafter described, and (ii) Borrower shall have ten (10) days after receipt of said default notice within which to cure the specified default, and (iii) the delivery of such default notice and the failure of Borrower to cure the default specified therein within the time allowed shall be conditions precedent to the exercise of any right or remedy of Lender by reason of such default.

No provision of this Note is intended to result in Lender being entitled to receive, or Borrower being required to pay, any interest in excess of the highest lawful contract rate (meaning the maximum non-usurious interest rate that at any time or from time to time may be contracted for, taken, reserved, charged or received on amounts due to Lender under laws applicable with regard to this Note presently in effect, or to the extent permitted by law, under such applicable laws which may allow a higher maximum non-usurious rate than applicable laws now allow). To the extent the interest provided for herein shall exceed said highest lawful contract rate, Borrower shall be obligated only to pay said highest lawful contract rate and shall not be obligated to pay such excess, but if such excess shall be paid by Borrower, then such excess shall, at the option of Lender, either be credited by Lender against the unpaid principal balance hereof or be refunded by Lender to Borrower.

Every notice, demand, consent or other communication authorized or required by this Note shall be in writing and shall be deemed to be given when delivered by hand or by reputable overnight courier (such as UPS or Federal Express) to the notified party at its address as set forth below (or at such other address as such party may from time to time hereafter designate in writing, with such change of address to be effective, however, commencing on the tenth (10th) day following delivery of such change of address notice):

If to Borrower: JetStream Media, LLC
 113 Kerr Circle
 Lehigh Acres, FL 33936

If to Lender: Pretoria Fields Collective Media, LLC
 120 Pine Avenue
 Albany, GA 31701


Borrower hereby waives and renounces any and all exemptions granted to Borrower under the Constitution and laws of the United States or any state as against this debt or any renewal or extension thereof, and Borrower further waives presentment for payment, demand, protest, notice of protest, and notice of non-payment or dishonor.

This Note shall be governed by and construed in accordance with the laws of the State of Georgia. Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof is found to be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any other provisions of this Note. No delay or failure on the part of Lender in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor as acquiescence in any default, nor shall any single or partial exercise by Lender of any right or remedy preclude any other right or remedy.

The terms and provisions of this Note shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns, whether by voluntary action of the parties or by operation of law.

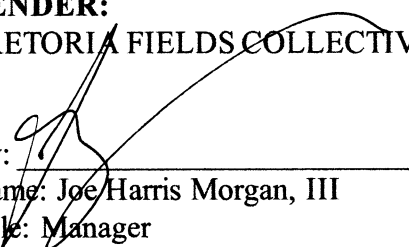
IN WITNESS WHEREOF, Borrower has executed and delivered this Promissory Note under seal, as of the date first above written.

BORROWER:
JETSTREAM MEDIA, LLC

By:  (Seal)
Name: John Golobish, Jr.
Title: Manager

Accepted to and agreed:

LENDER:
PRETORIA FIELDS COLLECTIVE MEDIA, LLC

By: 
Name: Joe Harris Morgan, III
Title: Manager

Compounding Period: Monthly

Nominal Annual Rate: 6.250%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	07/01/2021	85,000.00	1		
2	Payment	08/01/2021	1,653.19	60	Monthly	07/01/2026

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	07/01/2021				85,000.00
1	08/01/2021	1,653.19	442.71	1,210.48	83,789.52
2	09/01/2021	1,653.19	436.40	1,216.79	82,572.73
3	10/01/2021	1,653.19	430.07	1,223.12	81,349.61
4	11/01/2021	1,653.19	423.70	1,229.49	80,120.12
5	12/01/2021	1,653.19	417.29	1,235.90	78,884.22
2021 Totals		8,265.95	2,150.17	6,115.78	
6	01/01/2022	1,653.19	410.86	1,242.33	77,641.89
7	02/01/2022	1,653.19	404.38	1,248.81	76,393.08
8	03/01/2022	1,653.19	397.88	1,255.31	75,137.77
9	04/01/2022	1,653.19	391.34	1,261.85	73,875.92
10	05/01/2022	1,653.19	384.77	1,268.42	72,607.50
11	06/01/2022	1,653.19	378.16	1,275.03	71,332.47
12	07/01/2022	1,653.19	371.52	1,281.67	70,050.80
13	08/01/2022	1,653.19	364.85	1,288.34	68,762.46
14	09/01/2022	1,653.19	358.14	1,295.05	67,467.41
15	10/01/2022	1,653.19	351.39	1,301.80	66,165.61
16	11/01/2022	1,653.19	344.61	1,308.58	64,857.03
17	12/01/2022	1,653.19	337.80	1,315.39	63,541.64
2022 Totals		19,838.28	4,495.70	15,342.58	
18	01/01/2023	1,653.19	330.95	1,322.24	62,219.40
19	02/01/2023	1,653.19	324.06	1,329.13	60,890.27
20	03/01/2023	1,653.19	317.14	1,336.05	59,554.22
21	04/01/2023	1,653.19	310.18	1,343.01	58,211.21
22	05/01/2023	1,653.19	303.18	1,350.01	56,861.20
23	06/01/2023	1,653.19	296.15	1,357.04	55,504.16
24	07/01/2023	1,653.19	289.08	1,364.11	54,140.05
25	08/01/2023	1,653.19	281.98	1,371.21	52,768.84
26	09/01/2023	1,653.19	274.84	1,378.35	51,390.49

	Date	Payment	Interest	Principal	Balance
27	10/01/2023	1,653.19	267.66	1,385.53	50,004.96
28	11/01/2023	1,653.19	260.44	1,392.75	48,612.21
29	12/01/2023	1,653.19	253.19	1,400.00	47,212.21
2023 Totals		19,838.28	3,508.85	16,329.43	
30	01/01/2024	1,653.19	245.90	1,407.29	45,804.92
31	02/01/2024	1,653.19	238.57	1,414.62	44,390.30
32	03/01/2024	1,653.19	231.20	1,421.99	42,968.31
33	04/01/2024	1,653.19	223.79	1,429.40	41,538.91
34	05/01/2024	1,653.19	216.35	1,436.84	40,102.07
35	06/01/2024	1,653.19	208.86	1,444.33	38,657.74
36	07/01/2024	1,653.19	201.34	1,451.85	37,205.89
37	08/01/2024	1,653.19	193.78	1,459.41	35,746.48
38	09/01/2024	1,653.19	186.18	1,467.01	34,279.47
39	10/01/2024	1,653.19	178.54	1,474.65	32,804.82
40	11/01/2024	1,653.19	170.86	1,482.33	31,322.49
41	12/01/2024	1,653.19	163.14	1,490.05	29,832.44
2024 Totals		19,838.28	2,458.51	17,379.77	
42	01/01/2025	1,653.19	155.38	1,497.81	28,334.63
43	02/01/2025	1,653.19	147.58	1,505.61	26,829.02
44	03/01/2025	1,653.19	139.73	1,513.46	25,315.56
45	04/01/2025	1,653.19	131.85	1,521.34	23,794.22
46	05/01/2025	1,653.19	123.93	1,529.26	22,264.96
47	06/01/2025	1,653.19	115.96	1,537.23	20,727.73
48	07/01/2025	1,653.19	107.96	1,545.23	19,182.50
49	08/01/2025	1,653.19	99.91	1,553.28	17,629.22
50	09/01/2025	1,653.19	91.82	1,561.37	16,067.85
51	10/01/2025	1,653.19	83.69	1,569.50	14,498.35
52	11/01/2025	1,653.19	75.51	1,577.68	12,920.67
53	12/01/2025	1,653.19	67.30	1,585.89	11,334.78
2025 Totals		19,838.28	1,340.62	18,497.66	
54	01/01/2026	1,653.19	59.04	1,594.15	9,740.63
55	02/01/2026	1,653.19	50.73	1,602.46	8,138.17
56	03/01/2026	1,653.19	42.39	1,610.80	6,527.37
57	04/01/2026	1,653.19	34.00	1,619.19	4,908.18
58	05/01/2026	1,653.19	25.56	1,627.63	3,280.55
59	06/01/2026	1,653.19	17.09	1,636.10	1,644.45
60	07/01/2026	1,653.19	8.74	1,644.45	0.00
2026 Totals		11,572.33	237.55	11,334.78	
Grand Totals		99,191.40	14,191.40	85,000.00	

Last interest amount increased by 0.18 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
6.250%	\$14,191.40	\$85,000.00	\$99,191.40