

ASSET PURCHASE AGREEMENT

Between

FOREVER MEDIA OF OHIO, LLC

as Seller

and

MORNING STAR MEDIA LLC

as Buyer

Dated: August 10, 2021

## TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. Definitions .....	2
2. Assets to be Conveyed.....	3
3. Excluded Assets.....	3
4. Purchase Price and Methods of Payment .....	4
5. Representations and Warranties of Seller.....	5
6. Affirmative Covenants of Seller.....	7
7. Negative Covenants of Seller .....	7
8. Representations and Warranties of Buyer .....	8
9. Conditions Precedent to Buyer's Obligations .....	8
10. Conditions Precedent to Seller's Obligations.....	9
11. Termination .....	9
12. Expenses/Taxes .....	10
13. Seller's Performance at Closing .....	10
14. Buyer's Performance at Closing.....	11
15. Survival of Representations and Warranties .....	12
16. Notices .....	12
17. Successors and Assigns .....	13
18. Announcements/Press Releases.....	13
19. Other Documents .....	14
20. Exhibits and Schedules .....	14
21. Construction.....	14

22. Counterparts.....	14
23. Headings .....	14
24. No Third Party Beneficiaries.....	14
25. Entire Agreement.....	14
26. Finders, Consultants, and Brokers.....	15

EXHIBITS:

Exhibit "A":	Reserved
Exhibit "B":	Tangible Personal Property
Exhibit "C":	Real Property
Exhibit "D":	Reserved
Exhibit "E":	Intangible Personal Property
Exhibit "F":	Third Party Consents
Exhibit "G":	Seller's Closing Certificate
Exhibit "H":	Buyer's Closing Certificate
Exhibit "I":	Escrow Agreement
Exhibit "J":	Excluded Assets
Exhibit "K":	Litigation and Other Actions

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement"), is made and entered into this 10<sup>th</sup> day of August, 2021, by and between **MORNING STAR MEDIA LLC**, an Ohio limited liability company ("Buyer") and **FOREVER MEDIA OF OHIO, LLC**, an Ohio limited liability company ("Seller") Seller and Buyer are sometimes hereinafter collectively referred to as the "Parties" or singly as "Party".

### WITNESSETH:

WHEREAS, FM Radio Licenses, LLC ("Licenses"), an affiliate of Seller and the licensee by the Federal Communications Commission of the following commercial radio broadcast stations which are owned and operated by Seller:

- (i) **WLIE-AM**, licensed to Bellaire, Ohio,
- (ii) **W261DH-FM**, licensed to Wheeling, West Virginia,
- (iii) **WBGI-FM**, licensed to Bellaire, Ohio,
- (iv) **WUKL-FM**, licensed to Bethlehem, West Virginia, and
- (v) **WRQY-FM**, licensed to Moundsville, West Virginia

("Stations"); and

WHEREAS, Buyer desires to purchase and Seller desires to sell to Buyer substantially all of the real property, and certain tangible and intangible personal property (excluding the property set forth in Section 3 hereto), used and useful in the operation of the Stations;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the Parties hereto herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and intending to be legally bound, the parties hereby agree as follows:

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

1.1 “Accounts Receivables” means the accounts due Seller for sales of advertising time and promotions on or through the Stations, but excluding all sales made for trade.

1.2 Reserved.

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

1.4 “Closing” means the consummation of the transactions contemplated by this Agreement and at all times contingent on the simultaneous Closing on the Asset Purchase Agreement by and among Ohio Midland Newsgroup, LLC an Ohio Limited Liability Company as (“Buyer”) and Seller and Licenses as (“Sellers”) and dated the same date as this Agreement, (“The Ohio Newsgroup Agreement”) the Agreement and the Ohio Newsgroup Agreement may hereafter be collectively referred to as (“The Agreements”)

1.5 “Closing Date” means 10:00 a.m. on the date on which the Closing occurs, and the satisfaction, or waiver by the respective Party, of the conditions in Sections 11 and 12 hereto.

1.6 “Closing Place” means such place as the Parties may mutually agree to in writing;

1.7 “Escrow Agent” means Bergner & Co.

1.8 “Escrow Agreement” means that certain earnest money escrow agreement entered into by and among Seller, Buyers and Escrow Agent, substantially in the form attached hereto as Exhibit “T”.

1.9 “Purchased Assets” means all of the assets to be conveyed to Buyer by Seller pursuant to Section 2.

2. Assets to be Conveyed. On the Closing Date at the Closing Place, Seller will sell, assign, convey, transfer and deliver to Buyer, by instruments of conveyance in form reasonably satisfactory to Buyer, and free and clear of all liens, charges, encumbrances, debts, liabilities and obligations whatsoever (except as may be specifically set forth in this Agreement), all of the following:

2.1 Equipment. All of the tangible personal property, physical assets and equipment and spare parts used in the operation of the Stations, together with any replacements thereof or additions thereto made between the date hereof and the Closing Date, including specifically that listed and described on Exhibit “B” attached hereto (“Tangible Personal Property”).

2.2 Real Property. The real property including all buildings, towers, structures and improvements thereon used exclusively in the operation of the Stations, as described on Exhibit “C” attached hereto (“Real Property”).

2.3 Intangibles. The intangible personal property specifically listed and described on Exhibit “E” (“Intangible Personal Property”).

3. Excluded Assets. The Purchased Assets do not include the historical financial records of Seller, cash, cash equivalents, Accounts Receivable, prepaid expenses, deposits, the assets of any pension or other employee benefit plans of Seller, all intellectual



property of Seller (except as specifically identified in Section 2), all securities of any kind owned by Seller, all insurance contracts or proceeds thereof, all claims arising out of acts occurring prior to the Closing Date or claims that relate to the period prior to the Closing Date, those other excluded assets and contracts as listed on Exhibit "J" (Excluded Assets) and all assets, property, interests and rights of Seller used in connection with any station, property, interest or operation of Seller other than the Stations collectively ("Excluded Assets").

4. Purchase Price and Method of Payment.

4.1 Purchase Price. The aggregate amount to be paid to Seller by Buyer for the Purchased Assets shall be **EIGHT HUNDRED EIGHTY FIVE THOUSAND AND NO/100 DOLLARS** (\$ 885,000.00) (the "Purchase Price"), subject to adjustments as set forth in Section 5 below.

4.2 Method of Payment. The Purchase Price shall be paid by Buyer on the Closing Date By wire transfer of immediately available funds in the amount of EIGHT HUNDRED EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$ 885,000.00), to such bank account(s) as Seller shall designate.

4.3 Earnest Money Escrow Deposit. Concurrently with the signing of this Agreement, Buyer shall deposit an aggregate sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$ 50,000.00) with the Escrow Agent (the "Escrow Deposit"), which sum shall be held and disbursed in accordance with the provisions of the Escrow Agreement. On the Closing Date, and concurrent with the Closing, the Parties will instruct the Escrow Agent to disburse the Escrow Deposit to Seller and be applied to the Purchase Price (and any interest accrued thereon shall be disbursed to Buyer).

5. Representations and Warranties of Seller. Seller represents and warrants to Buyer that on the date of this Agreement and on the Closing Date:

5.1 Organization and Standing. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Ohio.

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

5.3 Tangible Personal Property. On the Closing Date, Seller will have good and valid title to all of the Tangible Personal Property, free and clear of all mortgages, liens, charges, claims, pledges, security interests and encumbrances whatsoever. The items of Tangible Personal Property listed on Exhibit "B" include all the material tangible property and assets presently used, useful or necessary to conduct in all material respects the business and operations of the Stations as now conducted.

5.4 Real Property. The Real Property listed and described on Exhibit "C" constitutes all of the real property interests of any nature whatsoever necessary to conduct the business or operations of the Stations as now conducted. All of the Real Property has full, practical and insurable legal access to public roads or streets and has all utilities and services necessary for the proper and lawful conduct and operation of the Stations as now conducted. Except as set forth on Exhibit "C," to Seller's knowledge, all real estate facilities are in good repair with all roof and



exterior surfaces secure from the elements, all towers, satellite receiving dishes and facilities, and other installations, equipment and facilities utilized in connection with the Stations (including any related buildings and guy anchors) are in good working order, maintained, placed and located in material accordance with the provisions of all applicable laws, rules, regulations, deeds, easements, restrictions, leases, permits or other arrangements, and are located entirely on the Real Property owned by Seller. On the Closing Date Seller will convey sole, good, valid, indefeasible and marketable fee simple title, insurable at standard rates by a reputable national title insurer, to all of the Real Property (including the buildings or improvements thereon) owned in fee by Seller, free and clear of all liens, mortgages, pledges, covenants, options, rights of first refusal, easements, restrictions, encroachments, leases, charges and other claims and encumbrances whatsoever, and without reservation or exclusion of any rights or interests, except for (collectively, "Permitted Liens"): (i) liens for real estate taxes not yet due and payable; and, provided that none of the following materially interferes with or affects the present use of such property for radio broadcasting purposes (ii) easements, rights-of-way and restrictions of record; (iii) landlord's liens and liens for property taxes not delinquent; (iv) statutory liens that were created in the ordinary course of business and which are not delinquent; (v) restrictions or rights granted to governmental authorities under applicable law to the extent not arising pursuant to any defaults thereunder; and (vi) zoning, building, or similar restrictions relating to or affecting property which do not arise in connection with a violation of applicable law. Seller will cooperate with Buyer as to examination and investigation by Buyer of the Real Estate and title thereto, transmitter facilities, and other Stations' Assets and personnel on matters as Buyer deems available or appropriate. Buyer shall indemnify, defend and hold harmless Seller from and against any liability, loss, damage, claim,

fee, cost or expenses, including reasonable attorneys' fees, which result from any such entry or inspection of the Real Property by Buyer, except to the extent of Seller's negligent act or omission.

5.5 Litigation. There is no litigation, action, suit, judgment, proceeding or investigation pending, or outstanding before any forum, court, or governmental body, department or agency of any kind to which Seller or the Stations are a party which would materially adversely affect the Purchased Assets or Seller's ability to perform under this Agreement, nor, to Seller's knowledge, is any such litigation threatened. Notwithstanding the foregoing, all current or threatened litigation, actions, suits, judgments, proceedings, and investigations against Seller, as the same relates to any of the Purchased Assets, or any employee or contractor related thereof, is listed on Exhibit "K" hereto.

5.6 Third-Party Consents.

(i) Except as disclosed on Exhibit "F" no third-party consents are required to transfer the Purchased Assets to Buyer.

(ii) Seller shall notify in writing all parties associated with items on Exhibit "E" as to the assignment to Buyer within thirty (30) days of the signing of this Agreement with a copy to Buyer.

6. Affirmative Covenants of Seller. Seller will maintain the Purchased Assets in substantial conformity with all material applicable laws, ordinances, regulations, rules and orders.

7. Negative Covenants of Seller. From the date hereof through the Closing Date, except as contemplated by this Agreement, Seller will not, without the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), create or assume any mortgage or pledge relating to the Stations, or subject to lien or encumbrance any of

the Purchased Assets, whether now owned or hereafter acquired, unless discharged prior to Closing.

8. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:

8.1 Authorization. This Agreement constitutes a valid and binding agreement of Buyer enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting creditors' rights generally, and subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

8.2 Absence of Restrictions. The execution, delivery and performance of this Agreement and the transactions contemplated hereby by Buyer does not violate any provisions of law applicable to Buyer, does not violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation or acceleration under) any indenture, mortgage, lease, contract or other instrument to which Buyer is a party or by which Buyer is bound or affected.

8.3 Legal Proceedings. There are no disputes, claims, actions, suits or proceedings, arbitrations or investigations, administrative or judicial, pending or, to the knowledge of Buyer, threatened against or affecting Buyer, at law or in equity or otherwise, before or by any court or governmental agency or body, domestic or foreign, or before an arbitrator of any kind, which would materially adversely affect the transactions contemplated in this Agreement.

9. Conditions Precedent to Buyer's Obligations. The obligation of Buyer to consummate the transactions contemplated hereby as to the Purchased Assets is subject to the fulfillment prior to and as of the Closing on the Closing Date of each of the following conditions



(and Buyer will use commercially reasonable good faith efforts to satisfy the conditions within their control), each of which (except for initial FCC approval) may be waived (but only by an express written waiver unless otherwise provided herein) at the sole discretion of Buyer:

9.1 Representations and Warranties. The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date as if made on the Closing Date, except as specifically contemplated by this Agreement.

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

10. Conditions Precedent to Seller's Obligations. The obligation of Seller to consummate the transactions contemplated hereby is subject to the fulfillment prior to and as of the Closing on the Closing Date of each of the following conditions (and Seller will use reasonable good faith efforts to satisfy conditions within its control), each of which may be waived (but only by an express written waiver) at the sole discretion of Seller:

10.1 Representations and Warranties. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date as if made on the Closing Date except as specifically contemplated by this Agreement.

11. Termination.

11.1 Conditions. This Agreement may be terminated at any time by:

- (i) the mutual written consent of the Parties hereto;

(ii) either Party if the Closing on The Agreements has not occurred on or before November 30, 2021, unless a Party initiating the termination is in material breach on the Agreements.

(iii) Reserved.

Reserved.

11.2 Notice. In the event of the termination of this Agreement by Buyer or Seller pursuant to this Section 15, written notice thereof shall promptly be given to the other Party and, except as otherwise provided herein, the transactions contemplated by this Agreement shall be terminated, without further action by any Party.

12. Expenses/Taxes.

(a) All escrow account fees shall be shared equally by Buyer and Seller.

All other expenses incurred in connection with this transaction shall be borne by the Party incurring the same or responsible by law to pay such expense.

(b) All real estate transfer taxes and recording fees assessed or levied in connection with the sale of the Real Property shall be shared equally by Seller and Buyer on the Closing Date. Buyer shall bear the cost of obtaining any title insurance policies or endorsements. Seller shall be responsible for the prorated annual or semi-annual real estate taxes due on the Real Property up to the Closing Date, and shall pay the same (to Buyer, the Escrow Agent, or the applicable taxing authority, in Seller's discretion) as a condition precedent to Closing.

13. Seller's Performance at Closing. Buyer's obligation to consummate the transactions contemplated hereby is expressly conditioned upon delivery of each of the following by or on behalf of Seller on the Closing Date:



13.1 One or more bills of sale conveying to Buyer all of the Tangible Personal Property and the Intangible Personal Property to be acquired by Buyer hereunder.

13.2 Delivery of any tax forms and similar certificates reasonably required in connection with the transfer of the Real Property.

13.3 A limited warranty deed or deeds in favor of Buyer for the of the Real Property.

13.4 A copy of a resolution of the Authorized Member of Seller's authorizing the execution, delivery and performance of this Agreement and the transaction contemplated hereby.

13.5 For the purpose of satisfying certain of Buyer's conditions to Closing, a certificate, dated as of the Closing Date, executed by the Authorized Member of the Seller in the form attached hereto as Exhibit "G".

13.6 Seller shall further execute and deliver to Buyer such other instruments, documents and certificates as reasonably may be requested by Buyer to consummate this Agreement and the Ohio Newsgroup Agreement transactions as respectively contemplated by The Agreements.

14. Buyer's Performance at Closing. Seller's obligation to consummate the transactions contemplated hereby is expressly conditioned upon delivery of each of the following to it by or on behalf of Buyer on the Closing Date:

14.1 Payment of the Purchase Price as hereinabove provided.

14.2 For the purpose of satisfying certain of Seller's conditions to Closing, a certificate, dated as of the Closing Date, executed by Buyer in the form attached hereto as Exhibit "H".

14.3 Buyer shall further execute and deliver to Seller such other instruments, documents and certificates as reasonably may be requested by Seller to consummate this Agreement and the Ohio Newsgroup Agreement transactions as respectively contemplated by The Agreements.

15. Survival of Representations and Warranties. The representations and warranties contained in this Agreement or in any Schedule, Exhibit or Appendix hereto, or in any Certificate issued hereunder, shall survive the Closing Date for a period of one (1) year.

16. Notices. All notices, demands and requests, required or permitted to be given under the provisions of this Agreement shall be in writing and deemed duly given on the next business day after being deposited with a nationally recognized overnight delivery service for delivery on the next business day or upon receipted personal delivery herein addressed as follows:

16.1 If to Buyer:

Morning Star Media LLC  
3201 Belmont Street, Suite 801  
Bellaire, Ohio 43906  
Telephone: (740) 676-2172

16.2 If to Seller:

C/o Forever Media, Inc.  
1370 Washington Pike, Suite 406  
Bridgeville, PA 15017  
Attn: Lynn A. Deppen  
Telephone: 412-221-1629  
Fax: 412-221-1803  
Email: ldeppen@aol.com

Copy to (which shall not constitute notice):

Robert F. Wright, Jr., Esq.  
2604 Commons Blvd.  
Augusta, GA 30909  
Telephone: 706-722-7542  
Fax: 706-724-7776  
Email: rwrightatty@hotmail.com

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

17. Successors and Assigns. Neither Party may assign this Agreement without the prior written consent of the other Party or Parties hereto. No assignment shall, without the consent of the other Parties hereto, relieve a party of its obligations or liability under this Agreement. All covenants, agreements, statements, representations, warranties and indemnities in this Agreement by and on behalf of any of the Parties hereto shall bind and inure to the benefit of their respective successors and any permitted assigns of the Parties hereto. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the Parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties hereto or their assigns any rights, remedy or claim, legal or equitable, under or by reason of this Agreement.

18. Announcements/Press Releases. All announcements and press releases, and their contents, concerning this Agreement and the transactions contemplated herein shall be mutually consented to by Buyer and Seller prior to their release and such consent shall not be unreasonably withheld or delayed; provided, however that the Purchase Price and Escrow Deposit shall be kept confidential by both Parties (releasable only to their respective attorneys, accountants, consultants, and officers, who have a need to know such information) and shall not be referenced in any announcement or press release, except in accordance with applicable law.

19. Other Documents. The Parties shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement.

20. Exhibits. All exhibits attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. In the event of any inconsistency, the provisions of this Agreement shall govern.

21. Construction. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio.

22. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument.

23. Headings. The headings of the sections of this Agreement are inserted as a matter of convenience and for reference purposes only and in no respect define, limit or describe the scope of this Agreement or the intent of any section.

24. No Third-Party Beneficiaries. Nothing set forth in this Agreement is intended or shall be construed to confer upon or give to any person or entity other than the Parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

25. Entire Agreement. With the exception of the obligation to simultaneously Close on The Agreements, This Agreement, and the exhibits hereto and all agreements to be delivered by the Parties pursuant to this Agreement, represent the entire understanding and agreement between the Parties with respect to the subject matter hereof, supersede all prior negotiations and letters of intent between the Parties, and can be amended, supplemented, waived or changed only by an amendment in writing which makes specific reference to this Agreement or

the amendment, as the case may be, and which is signed by the Party against whom enforcement of any such amendment, supplement, waiver or modification is sought.

26. Finders, Consultants and Brokers. Seller and Buyer represent that any fees due to any broker, finder or consultant will be paid by the Party engaging such services and agrees to indemnify, defend and hold the other party harmless from any claim for a commission to anyone resulting from the acts of the indemnifying party

[Signature Page to Follow]



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

SELLER:

FOREVER MEDIA OF OHIO, LLC

BY:   
LYNN A. DEPPEN  
AS ITS AUTHORIZED MEMBER

BUYER:

MORNING STAR MEDIA LLC

BY:   
ROGER A. BARACK  
AS ITS AUTHORIZED MEMBER

EXHIBIT "A"

Reserved

EXHIBIT "B"

Tangible Personal Property

**LOCATION**

All Stations Studios and Transmitter Sites Except WUKL  
WBGI-FM, WUKL-FM, WLIE-AM, WRQY-FM,  
W261DH

56325 High Ridge Road  
Bellaire, OH 43906

**REAL ESTATE Bellaire, OH**

3840sq/ft Building

880 sq/ft transmitter  
building

2.682 Acres of land

1-DH 3.8 Meter Satellite Dish w/ LNB

1- Patriot 2.8 Meter Satellite Dish w/LNB

**WBGI STUDIO**

2-Computers

1-STORQ PC

1-Harris Impulse Console

1-Telos 1X6

1-Symetrix headphone amp

1-Sage Endec with MSRP

2- SM-7 Microphones

1-Symetrix 528 Mic  
Processor

1- Burk ARC-16 Remote Control

1-Carver Tuner

1- Crown Amp

2 Alesis studio monitors

2 Chairs

**PRODUCTION STUDIO**

1-Computer

1- BMX-22 Console

2-SM-7 Microphones

1-Symetrix 528 Mic  
Processor

2- Sony Mini-Disc Players  
1- Carver Amp  
2-Sentry 100aA Speakers  
2Chairs

#### WUKL STUDIO

2-Computers  
1-AIR-4 Console  
2-SM-7 Microphones  
2- Symetrix 528 Mic Processors  
1- Tascam CD Player  
2- Alesis Studio Speakers  
1- Telos 1X6 Phone Hybrid  
1-Crown Amp  
1-Realistic Reciever  
3Chairs

#### WRQY STUDIO

1-Computer  
1-Audioarts AIR 1 Console  
1-Telos ONE  
1-Sure Mixer  
1-JVC Tuner  
1-SM-7 Microphone  
1-Symetrix 528 Mic  
Processor  
1-Sage Endec with MSRP  
2-JBL Speakers  
1-Realistic Tuner  
1-Realistic Amp  
1-Chair

#### ENGINEERING RACK ROOM

2-Wegner Audio Servers (STORQ)  
4-Broadcast Tools AC8 Plus Audio Switchers  
5-Audio Science BOB 1024's  
6-WideOrbit Automation Computers  
3-XDS PRO Satellite Receivers (1-Owned by Learfield, 1-Owned by Premier)  
1-Optimus Receiver  
2-RCA Speakers  
3-Computers  
2-Cubicles  
2Chairs

**2-APC UPS's**

**FURNACE ROOM**

**1-TDA-50 Phone System with  
Voicemail**

**1-Netgear PRO-SAFE 24 Port Switch**

**1-APC UPS**

**KITCHEN**

**1-Refrigerator**

**1-Table**

**PD OFFICE**

**1-Computer**

**1-Desk**

**2Chairs**

**1-Filing Cabinet**

**1-Bookcase**

**RECEPTION AREA**

**1-Reception Desk**

**1-Computer**

**3Chairs**

**1-Xerox Workcentre PRO-128**

**BUSINESS MANAGER OFFICE**

**1-Desk**

**3Chairs**

**2-Computers**

**4-Filing Cabinets**

**GENERAL MANAGER OFFICE**

**2-Desks**

**1-Filing Cabinet**

**1-Bookcase**

**1-Brother Printer**

**3Chairs**

**SALES MANAGER  
OFFICE**

**1-Desk**

**2-Filing Cabinets**

**1-Bookcase**



### **COPYWRITER OFFICE**

1-Desk  
1-Computer  
3-Filing Cabinets  
3Chairs

### **CONFERENCE ROOM**

1-Conference Table  
8Chairs  
1-Computer  
1-AOC TV/Monitor  
1-Credensa  
2-Dry Erase Boards  
1- Projection Screen

### **SALES AREA**

7-Cubicles  
7Chairs  
3-Computers  
2-Filing Cabinets  
1-Table  
1-HP Network Printer

### **TRANSMITTER ROOM, TOWER**

1-Harris HT-25 FM Transmitter  
1- 50 OHM DummyLoad  
1-Harris Gates One AM Transmitter  
1-Dielectric Antenna Switch  
1-Nautel 5k FM Transmitter  
1-Harris ZV 5k FM Transmitter  
1-BE STX LP 1kW Transmitter  
2-Harris DIGIT Exciters  
1-Armstrong FMX-30  
Exciter  
1-Optomod 8400FM  
1-Optimod 8100 FM  
1-Optimod 8500 FM  
1-Optimod 8600 FM  
1-3170B Wattmeter  
1-Burk ARC-16 Remote Control  
1-Sine Systems Remote Control

1-Invonics 222 AM  
 Processor  
 1-Optimod 9100B AM Processor  
 1-Sine System Audio  
 Failsafe  
 1-Armstrong FML-10T STL Transmitter1-APC 700 UPS  
 1-Neilsen Audio Encoder  
 1-Neilsen Backup Audio Encoder  
 1-Dielectric 3 1/8 " Coax Switcher  
 1-MCI 1 5/8" Coax Switcher  
 3-Computers (Streaming Audio)  
 1-6 ft Mark STL Antenna with 125 ft of 7/8" coax  
 1-PR-950 STL Antenna with 150 ft of 7/8" coax  
 1-1 Bay FM Antenna (100.1) translator with 120 ft of 7/8" coax  
 1-2 Bay FM Antenna (WRQY) with 170 ft of 1 5/8 Heliax  
 1-FMWH-4AC FM Antenna WBGI  
 1-Kintronics Isocoupler  
 100.1 translator  
 1-Kintronics Isocoupler (WUKL STL)  
 1-Isocoupler (WRQY)  
 1-270 Ft Self Supporting Tower (30 Ft Pole)

#### LOCATION

WUKL TRANSMITTER SITE ONLY  
 31 Highland  
 Lane  
 Bethlehem, WV

#### REAL ESTATE Bethlehem, WV

Hervy Heights Lots 43, 44,45  
 31 Highland  
 Lane  
 Bethlehem, WV

#### ASSET

1-CCA 12000G Transmitter  
 1-Armstrong FX-30 Exciter  
 1- Nautel NE-50 Exciter  
 1- Armstrong 1kW AMP  
 1-Armstrong STL-10  
 Receiver  
 1-Burk ARC-16 Remote Control  
 1-3170B Wattmeter  
 1- Excaliber DA

**1-APC 700 UPS**

**1-150 Ft Self-Supporting Tower (with 30 FT Pole)**

**1-3 Bay FM Antenna with 200 ft of 1 5/8" Helix**

**1-1 Bay Antenna FM with 150 ft of 7/8" coax**

**1-Scala MF-960 STL Antenna with 100 ft of 7/8" coax**

**1-Model SP-STDF-20HC Steel Shipping Container**

**2-Bard Wall-pack WA602-B09EXXXJ Air Conditioners**

EXHIBIT "C"

Real Property

1. 3 land parcels consisting of 26,369 sq. ft. with building and FM tower. Hervey Heights, Bethlehem, West Virginia.
2. 6,000 sq. ft. studio/transmitter buildings with 273' tower on 2.68 acres 56325 High Ridge Rd., Bellaire, Belmont County, Ohio.

EXHIBIT "D"

Reserved



EXHIBIT "E"

Intangible Personal Property

**NONE.**

EXHIBIT "F"

Third Party Consents

**NONE.**

EXHIBIT "G"

Seller's Closing Certificate

CERTIFICATE

OF

FOREVER MEDIA OF OHIO, LLC

I do hereby certify as the Authorized Member of FOREVER MEDIA OF OHIO, LLC ("Seller"), that with respect to the Asset Purchase Agreement dated August \_\_\_\_, 2021 ("Agreement"), between Seller and MORNING STAR MEDIA LLC, as Buyer, and pursuant to Section \_\_\_\_ thereof:

(i) Seller has performed and complied in all material respects with all of the agreements, obligations and covenants required by the Agreement to be performed or complied with by Seller prior to and as of this date.

(ii) The representations and warranties of Seller contained in the Agreement are true and correct in all material respects as of the date hereof;

IN WITNESS WHEREOF, I have caused this Certificate to be executed as of the

10 day of August, 2021.

FOREVER MEDIA OF OHIO, LLC

BY: \_\_\_\_\_

  
LYNN A. DEPPEN  
AS ITS AUTHORIZED MEMBER

EXHIBIT "H"

Buyer's Closing Certificate

CERTIFICATE

OF

MORNING STAR MEDIA LLC

I do hereby certify that with respect to the Asset Purchase Agreement dated August 10, 2021 ("Agreement"), between the undersigned, as "Buyer" and FOREVER MEDIA OF OHIO, LLC, as Seller, and pursuant to Section 8 thereof:

(i) Buyer has performed and complied in all material respects with all of the agreements, obligations and covenants required by the Agreement to be performed or complied with by Buyer prior to and as of this date.

(ii) The representations and warranties of Buyer contained in the Agreement are true and correct in all material respects as of the date hereof;

IN WITNESS WHEREOF, I have caused this Certificate to be executed as of the 10th day of August, 2021.

MORNING STAR MEDIA LLC

BY: 

ROGER A. BARACK  
AS ITS AUTHORIZED MEMBER

EXHIBIT "I"

Escrow Agreement

SEE ATTACHED

EXHIBIT "J"

Excluded Assets



EXHIBIT "K"

Litigation and Other Actions

NONE.