

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of April 12, 2022, between Globecom Media LLC, a Texas limited liability company (“Seller”), and Bay and Beyond Broadcasting LLC, a limited liability company organized in the state of Texas (“Buyer”).

WHEREAS, Seller holds the authorizations for Station KIOX-FM, Edna, Texas (Facility ID Number 27226) (the “Station”), issued by the Federal Communications Commission (the “FCC”); and

WHEREAS, subject to the terms and conditions set forth herein, Seller desires to assign the Station’s FCC authorizations and sell certain assets used in the operation of the Station and Buyer desires to purchase and accept such authorizations and assets.

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

1. Station Assets. Seller agrees to assign, transfer, convey and deliver to Buyer, and Buyer shall acquire from Seller, all of the right, title, and interest of Seller in and to certain assets, properties, interests and rights of Seller, tangible and intangible, which are used in the operation of the Station (the “Station Assets”), including the following:

(a) all licenses, permits and other authorizations or other governmental authority with respect to the Station held by Seller (the “Licenses”) as set forth on Schedule 1(a);

(b) Seller’s tangible personal property and broadcast equipment for the Station located at the building currently used as the studio for the Station and at the Station’s tower site as listed on Schedule 1(b) (the “Tangible Personal Property”);

(c) that certain Tower Use License between Seller and Estes Communications, Inc. as assigned to Vertical Bridge Towers III, LLC for space on the tower for use as the Station’s Transmitter Site (“Tower Lease”), a copy of which is attached as Schedule 1(c); and

(d) all intellectual property used and useful in the operation of the Station owned by or licensed to Seller, including but not limited to the Station’s call letters, online public inspection file, trademarks, tradenames, service marks, franchises, copyrights (including registrations and applications for registration of any of them), jingles, websites, social media accounts and logos, including those set forth on Schedule 1(d).

2. Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following assets (the “Excluded Assets”):

- (a) all cash and cash equivalents of Seller, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, asset or money market accounts and all such similar accounts or investments except the Account Receivable;
- (b) the Station's accounts receivable for all time sold prior to the Closing Date;
- (c) the Station's studio building;
- (d) WorldCast IP codecs used for the Syndication of Saturday Night Gold and the ASI switcher used by the WorldCast for relays used by Saturday Night Gold;
- (e) any rights, properties, real property and assets of any type or nature used in connection with Seller's stations or businesses other than the Station; and
- (f) any property, rights or other assets of any type or nature not specifically listed as included in the Station Assets in Section 1.

3. Purchase Price. The purchase price to be paid for the Station Assets will be Three Hundred Sixty Thousand Dollars (\$360,000.00), as adjusted pursuant to Section 6 hereof (the "Purchase Price") which shall be paid as provided below.

a. Deposit. Seller acknowledges receipt from Buyer a good faith deposit against the Purchase Price in the amount of Fifty Thousand Dollars (\$50,000.00) (the "Escrow Deposit"). At the Closing, the Escrow Deposit shall be credited against the Purchase Price. The Escrow Deposit shall be nonrefundable except in the event of Seller's material default of its obligations in this Agreement, Seller's refusal to close after FCC grant of the FCC Consent or denial of the FCC Application by the FCC.

b. Cash at Closing. At the closing Buyer shall pay to Seller in cash or by wire transfer of immediately available U. S. Dollars the amount of Two Hundred Thirty-Five Thousand Dollars (\$235,000) including the Escrow Deposit (the "Cash Payment").

c. Promissory Note. Buyer shall deliver to Seller an executed promissory note in the principal amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) of the Purchase Price (the "Promissory Note") which shall be in the form of Exhibit A attached hereto. The Promissory Note shall bear interest as six (6) percent per annum and shall be payable in equal monthly payments over ten years commencing on the first day of June 2022 [this will need to be modified if the FCC has not yet granted the assignment]. The Promissory Note shall be secured by (i) a security interest in all of the Station Assets (the "Security Agreement") which shall be in the form of Exhibit B, attached hereto, (ii) a pledge of 100% of the equity interests of Buyer (the Equity Interest Pledge"), which shall be in the form of Exhibit C attached hereto, and (iii) the personal guaranty of the sole member of Buyer, David Rowell (the "Personal Guaranty Agreement"), which shall be in the form of Exhibit D attached hereto.

5. Assumption of Obligations. On the Closing Date, Buyer shall not assume any liabilities or obligations of the Seller or the Station except those arising on or after the Closing Date under the Tower Lease and such other contracts as Buyer has expressly agreed to assume in this Agreement. Buyer shall assume no obligations or liability as to any Seller employee.

6. Prorations and Adjustments. All prepaid and deferred expenses arising from the conduct of the business and operations of the Station shall be prorated as of 11:59 p.m. of the day prior to the Closing Date. The prorations and adjustments contemplated by this Section 6 shall be made to the extent practicable at the Closing, and to the extent not made at the Closing shall be made within thirty (30) calendar days after the Closing Date.

7. Closing. Subject to satisfaction or waiver of the conditions set forth herein, consummation of the sale of the Station Assets under this Agreement (the “Closing”) shall occur on a date (the “Closing Date”) mutually agreed upon by the parties which date shall be within ten (10) days after the initial grant of FCC Consent (as defined below), unless a petition to deny the assignment application is filed prior to initial grant of the FCC Consent in which event the Closing shall occur within 10 days after the initial grant of the FCC Consent becomes a Final Order (unless waived by Seller).

8. FCC Consent. The Closing is subject to and conditioned upon prior FCC consent (the “FCC Consent”) to the assignment of the FCC Licenses to Buyer. “Final Order” means an action by the FCC as to which: (a) no request for stay by the FCC is pending, no such stay is in effect, and any deadline for filing a request for any such stay has passed; (b) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the deadline for filing any such appeal, petition or application has passed; (c) the FCC has not initiated reconsideration or review on its own motion and the time in which such reconsideration or review is permitted has passed; and (d) no appeal to a court, or request for stay by a court, of the FCC’s action is pending or in effect, and the deadline for filing any such appeal or request has passed.

9. FCC Application. Within five (5) days of the date of this Agreement, Seller and Buyer shall file an application with the FCC (the “FCC Application”) requesting the FCC Consent. Seller and Buyer shall diligently prosecute the FCC Application and otherwise use their best efforts to obtain the FCC Consent as soon as practicable.

10. Buyer’s Representations and Warranties. Buyer makes the following representations and warranties to Seller:

(a) Buyer is a limited liability company duly formed and validly existing in the State of Texas. Buyer has the requisite power and authority to execute and deliver this Agreement and to comply with the terms, conditions and provisions hereof.

(b) This Agreement is a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except (i) as may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors’ rights generally, and (ii) as such enforceability is subject to general principles of equity.

(c) No broker, finder or other person, is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer.

(d) Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC.

(e) There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending against, or, to Buyer's knowledge, threatened against, Buyer relating to or affecting this Agreement or the transactions contemplated hereby.

11. Seller's Representations and Warranties. Seller makes the following representations and warranties to Buyer:

(a) Seller is duly organized, validly existing and in good standing under the laws of the State of Texas. Seller has the requisite power and authority to execute and deliver this Agreement and to comply with the terms, conditions and provisions hereof.

(b) The execution, delivery and performance of this Agreement by Seller have been duly authorized and approved by all necessary limited partnership action of Seller. This Agreement is a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except (i) as may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally, and (ii) as such enforceability is subject to general principles of equity.

(c) The Licenses are held by Seller, and have been issued for the full terms customarily issued to radio stations in the State of Texas. The Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There are no applications, complaints, investigations or proceedings pending or, to the knowledge of Seller, threatened before the FCC relating to the operation of the Station other than those affecting the broadcasting industry generally. Seller is not subject to any outstanding judgment or order of the FCC relating to the Station. Seller has operated and is operating in material compliance with all laws, regulations and governmental orders applicable to the operation of the Station. Seller has no outstanding delinquencies to the FCC and the FCC's Red Light System reflects that the Station is "Green."

(d) Seller has good and valid title to all of the Station Assets, free and clear of all liens and encumbrances, except for (i) liens for taxes not yet due and payable ("Permitted Liens"), and (ii) for the security interests, if any, which will be released on or before Closing. All of the items of Tangible Personal Property are in good operating condition and repair, ordinary wear and tear excepted.

(e) No insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller or any of the Station Assets, are pending or, to Seller's knowledge, threatened, and Seller has not made any assignment for the benefit of creditors or taken any action which would constitute the basis for the institution of such insolvency proceedings.

(f) No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller.

(g) There are no suits, arbitration, administrative charges or other legal proceedings, claims or governmental investigations pending, or, to Seller's knowledge, threatened against Seller relating to or affecting this Agreement or the transactions contemplated hereby.

12. Buyer's General Covenants. Buyer covenants and agrees that between the date hereof and the Closing, Buyer shall:

(a) maintain its qualifications to be the licensee of the Station as set forth in Section 10 above; and

(b) notify the Seller promptly of any event, circumstance or occurrence which will interfere with the prompt consummation of this transaction at Closing.

13. Seller's General Covenants. Seller covenants and agrees that between the date hereof and the Closing, Seller shall:

(a) operate the Station in the ordinary course of business consistent with past practice;

(b) not solicit, initiate, or encourage the submission of any proposal or offer from any individual or entity to purchase any portion of the Station Assets, or participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any individual or entity to do or seek any of the foregoing. Seller will notify Buyer immediately if any individual or entity makes any proposal, offer, inquiry, or contact with respect to any of the foregoing.

(c) not directly or indirectly, including by dissolution, liquidation, merger or otherwise, sell, lease or dispose of any of the Station Assets unless those assets are replaced with assets of equal or greater value;

(d) maintain the Tangible Personal Property in its current condition (reasonable wear and tear in ordinary usage excepted); and

(e) not layoff or increase the salaries and/or benefits of any personnel; incur any liabilities or take other actions except in the ordinary course consistent with past practices.

14. Joint Covenants. Seller and Buyer hereby covenant and agree that between the date hereof and the Closing they shall cooperate fully with each other in taking any commercially reasonable actions (including to obtain the required consent of any governmental instrumentality or any third party) necessary to accomplish the transactions contemplated by this Agreement,

including, but not limited to, the prompt satisfaction of any condition to the Closing set forth herein.

15. Seller's Conditions to Closing. The obligations of Seller hereunder are, at its option, subject to satisfaction at or prior to the Closing of each of the following conditions:

- (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, and the covenants and agreements to be complied with and performed by Buyer at or prior to the Closing shall have been complied with or performed in all material respects.
- (b) The FCC Consent shall have been obtained and shall be in full force and effect, and, no court, administrative or governmental order prohibiting the Closing shall be in effect.
- (c) Buyer shall have made each of the deliveries contemplated by Section 17 hereof or otherwise reasonably required by this Agreement.

16. Buyer's Conditions to Closing. The obligations of Buyer hereunder are, at its option, subject to satisfaction at or prior to the Closing of each of the following conditions:

- (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, and the covenants and agreements to be complied with and performed by Seller at or prior to the Closing shall have been complied with or performed in all material respects.
- (b) The FCC Consent shall have been obtained, shall be in full force and effect and, no court or governmental order prohibiting the Closing shall be in effect.
- (c) All security interests pertaining to the Station Assets shall be released of record and there shall be no liens in respect of such assets, except Permitted Encumbrances.
- (d) The Station shall be in material FCC compliance including, but not limited to, all required FCC filings and reports, payment of all FCC fees, a materially compliant online public file.
- (e) Seller shall have made each of the deliveries contemplated by Section 17 hereof or otherwise reasonably required by this Agreement.

17. Closing Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer: such bills of sale, assignment and assumption of Ground Lease and other instruments of conveyance, assignment and transfer as may reasonably be requested by Buyer to convey, transfer and assign the Station Assets to Buyer, free and clear of liens, except for Permitted Liens. At the Closing, Buyer shall deliver or cause to be delivered to Seller the Cash Payment (including the Escrow Deposit), as adjusted pursuant to Section 6 hereof, the executed

Promissory Note, Security Agreement, Equity Interest Pledge, and Personal Guaranty and such documents and/or countersigned documents as may be requested by Seller.

18. Survival. The covenants, agreements, representations and warranties in this Agreement shall expire at Closing and be of no further force or effect, with the exception of: (i) the indemnification obligations of Seller and Buyer under Section 19 hereof with respect to Claims (as defined below) made by third parties against Buyer or Seller, as applicable, shall survive for nine (9) months; (ii) those Claims made under Section 19 that relate to Buyer's Damages or Seller's Damages (as defined below), as applicable, for which timely written notice is given by the indemnified party to the indemnifying party prior to expiration of this survival period, shall survive until resolved.

19. Indemnification. From and after the Closing, Seller shall defend, indemnify and hold harmless Buyer from and against losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Buyer's Damages") incurred by Buyer arising out of or resulting from the operation of the Station before the Closing. From and after the Closing, Buyer shall defend, indemnify and hold harmless Seller from and against losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Seller's Damages") incurred by Seller arising out of or resulting from: (a) any failure by Buyer to perform any covenant or agreement contained in this Agreement, or any other any breach or default by Buyer under this Agreement; and (b) the operation of the Station after the Closing. The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder on the part of the indemnifying party (a "Claim"), but a failure to give such notice or a delay in giving such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced.

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

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

(d) by written notice of Seller to Buyer, or Buyer to Seller, if the Closing shall not have been consummated on or before the date which is nine months after the execution of this Agreement, and if the party giving notice is not then in default hereunder.

The term “Cure Period” as used herein means a period commencing on the date that a party receives from the other party written notice of breach or default hereunder and continuing for twenty (20) days thereafter.

21. Damages upon Termination. Upon termination of this Agreement for any reason other than Seller’s material breach, the Escrow Deposit shall be retained Seller. Upon termination under Section 20(c), this Agreement shall be deemed null and void and the Escrow Deposit shall be returned to Buyer and neither party will have any further liability or obligation to the other. The termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Upon termination under Section 20(b), due to default of the Buyer, this Agreement shall be deemed null and void and Seller shall be entitled to retain the Escrow Deposit as liquidated damages and its exclusive remedy. If this Agreement is terminated pursuant to Section 20(c) due to the default of Seller, the Buyer may, as an alternative to return of the Escrow Deposit, bring an action for specific performance, Seller hereby acknowledging that the Station Assets are of a special, unique and extraordinary character, and that monetary damages would not be sufficient to compensate Buyer under such circumstances.

22. Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except that filing fees with respect to the FCC Application shall be paid equally by Seller and Buyer.

23. Assignment. Neither party may assign any of its rights or obligations under this Agreement, without the express prior written consent of the non-assigning party.

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

25. 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.

26. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Texas applicable to contracts made and to be fully performed within such State, without giving effect to the choice of law provisions thereof that may require the application of the laws of any other state, and in accordance with the rules and regulations of the FCC.

27. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after

delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery (or to such other address as any party may request by written notice):

If to Seller: Globecom Media LLC
201 E. Jackson St.
El Campo, TX 77437
Attention: Mark E. Porter
Tel: (979) 543-8282
Email: Countryboyinc@att.net

If to Buyer: Bay and Beyond Broadcasting LLC
107 E Monseratte St.
El Campo, TX 77437
Tel: (425)785-0535
Email: drowell@gmail.com

28. 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.

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

30. Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby, unless such construction would alter the fundamental purposes of this Agreement.

31. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

32. Attorneys' Fees. In the event of a dispute relating to this Agreement involving the interpretation or enforcement of the terms of this Agreement, resulting in litigation brought by either party, the prevailing party in such litigation shall be entitled, in addition to other relief ordered by the Court, to reasonable attorneys' fees and costs.

33. Further Assurances. After the 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 and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first

set forth above.

SELLER: GLOBECOM MEDIA LLC

By: Mark Porter
Name: Mark E. Porter
Title: Managing Member

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BUYER: BAY AND BEYOND BROADCASTING LLC

By: David Rowell
Name: David M. Rowell
Title: Managing Member

Table of Schedules

- 1(a) FCC Licenses
- 1(b) Tangible Personal Property
- 1(c) Assumed Contracts
- 1(d) Intangible and Intellectual Property

Table of Exhibits

- A. Promissory Note
- B. Security Agreement
- C. Equity Interest Pledge
- D. Personal Guaranty Agreement

Schedule 1(a)

FCC Licenses

KIOX-FM License: BLH-20140610AAQ , as most recently renewed by [0000140236](#) exp. 8/1/2029

Schedule 1(b)

Tangible Personal Property

Nautel V5 Transmitter
Wheatstone Vorsis VP8 Audio Processor
Marti STL
2 Sandies Broadcast Consoles
1 Audio Arts R55E Broadcast Console
1 Air 4 Broadcast Console
2 Couches
4 Broadcast Furniture Stations
1 Reception Desk
2 Workstation Desks
2 Zoom Podcast Boards with laptops for Football Broadcasts
Water Cooler
1 Large Refrigerator
Front Office Table & End Tables
2 Payout One Workstation Computers
1 Payout One Server Computer
Invonics FM Monitor
2 Streaming Computers
4 Mic Processors
Microphones & Booms in Studios
Telos Phone Hybrid
2 Office Computers
6 Office Chairs
CONCRETE Shelter Building Located at KIOX Transmitter Site With Dual Lennox Split AC System

Schedule 1(b)

Assumed Contracts

Tower Lease with Vertical Bridge (copy attached)

Schedule 1(d)

Intangible and Intellectual Property

Station Call sign

Online public inspection file

Station website: 96Country.com

Station social media accounts (including log in credentials)