

ASSET PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is made as of March __, 2022, between Nichols Broadcasting Group, LLC, an Alabama Limited Liability Company (“Seller”), and Lisa Ann Johnson, or her assignee, (“Buyer”).

RECITALS

A. Seller holds a license issued by the Federal Communications Commission (the “FCC”) for Television Stations WWEO-LD, Defuniak Springs, FL, Facility ID # 2941 and WEWA-LD, Wewahitchka, FL, Facility ID # 39344 (the “Stations”).

B. Subject to the terms and conditions set forth herein, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Licenses to operate the Stations.

AGREEMENT

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

ARTICLE 1: PURCHASE OF ASSETS

1.1. Assets. Buyer shall purchase all of the tangible and intangible assets of the Seller, used or useful in the operation of the Stations, including and without limitation:

- (a) All licenses, permits, pending applications and other authorizations relating to the Stations identified on Schedule A (“FCC Licenses” or “Licenses”);
- (b) The equipment identified on Schedule B (“Tangible Personal Property”), together with any additions thereto or replacements thereof made between the date hereof and the Closing Date;
- (c) All of Seller’s right, title and interest in and to the Stations’ intangible personal property described on Schedule C, including the call signs “WWEO” and “WEWA” and all goodwill associated with the foregoing. (“Intangible Property”);
- (d) All contracts, agreements and leases that are used in the operation of the Stations and listed on Schedule D, together with all contracts, agreements and leases made between the date hereof and Closing in accordance with this Agreement (the “Station Contracts”);
- (e) Seller’s interest in the leased real property used in the operation of the Stations and listed on Schedule E, attached hereto (the “Real Property Leases”); and
- (f) All files, documents and records (or copies thereof) relating solely to the operation of the Stations, including, but not limited to, access codes for the online

public inspection files and other records required by the FCC and all user manuals, schematics, warranties, mechanical drawings, and engineering data, relating to the Stations and the Tangible Personal Property.

(collectively, the "Assets"). Buyer will assume the liabilities of the Seller defined as the obligation of Seller to provide air time or Seller's obligations under any existing contracts, leases, and other contracts and obligations entered into prior to closing in the ordinary course of the Seller's business. The real property, if any, shall include any tower site and/or assignment of the lease(s) for the tower and studio for the Stations to the extent permissible under each such lease. Buyer will not assume any (i) fixed debt of the Seller, (ii) trade payable of Seller, and (iii) non-advertising leases or agreements other than those specifically agreed to in writing by Seller and Buyer.

1.2. Excluded Assets. Cash, cash equivalents, accounts receivable and prepaid expenses shall not be included in the Assets.

1.3. Purchase Price. In consideration for the sale of the License to Buyer, Buyer shall pay Seller the total sum of Four Hundred Thousand Dollars, (\$400,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) The sum of Twenty Thousand Dollars, (\$20,000) or (5%) of total consideration shall be paid as a deposit payable into escrow with the escrow agent, Hadden & Assoc. The balance of Three Hundred and Eighty Thousand Dollars (\$380,000.00) shall be paid to Seller in good funds at the time of closing. Interest upon such deposit shall accrue to the benefit of Buyer as against the purchase price. If this Agreement is terminated by Seller pursuant to Section 9.1(c), then the Deposit shall be disbursed to Seller as liquidated damages and shall constitute the sole and exclusive remedy of Seller. The escrow is to be refundable if the assignment of the license is not approved by the FCC. Seller hereby waives all other legal and equitable remedies it may otherwise have as a result of any breach or default by Buyer under this Agreement. If this Agreement is terminated for any other reason, the Deposit shall be disbursed to Buyer. Any fees associated with the placement of the Deposit into an interpleader shall be borne by Buyer;

(b) The Purchase Price shall be allocated to the assets by mutual, reasonable agreement of the parties.

1.4. Closing. Closing of the Agreement shall take place at the offices of Buyer's Counsel, the offices of the Escrow Agent, or a location mutually agreed upon between Buyer and Seller within Ten (10) business days of the issuance of all regulatory approval required for consummation of the Agreement.

1.5. FCC Applications.

(a) Not later than ten (10) business days after the date of this Agreement, Buyer and Seller shall file an application with the FCC requesting FCC consent to the assignment of the Stations from Seller to Buyer (the "FCC Assignment Application"). The FCC's consent to the assignment of the License contemplated hereby without any material adverse conditions other than those of general applicability is referred to herein as the "FCC

Consent.” Seller and Buyer shall make commercially reasonable efforts to obtain the FCC Consent. Each party shall promptly provide the other with a copy of any pleading, order, or other document served on it relating to such application and shall furnish all information required by the FCC. Buyer and Seller agree to split the FCC filing fee associated with the Assignment Application.

(b) For purposes of this Agreement, the term “Final” means that action shall have been taken by the FCC (including action duly taken by the FCC’s staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal, certiorari, or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to Buyer as follows:

2.1. Organization. Seller is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of Florida. Seller has the requisite power and authority to execute, deliver, and perform this Agreement and 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. Authority. The execution, delivery and performance of this Agreement and the Seller Ancillary Agreements have been duly authorized by Seller 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. The execution and delivery by Seller of this Agreement and the Seller Ancillary Agreements and the consummation by Seller of the transactions contemplated hereby do not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject or require the approval, consent, authorization, or act of, or the making by Seller of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

2.4. License. Seller is the holder of the Licenses as set forth in Schedule A. The Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded, or terminated and has not expired. There is not pending any action by or before the FCC to revoke, suspend, cancel, rescind, or materially adversely modify the License other than proceedings to amend FCC rules of general applicability. There is no order to show cause,

notice of violation, notice of apparent liability or notice of forfeiture or complaint pending or, to Seller's knowledge, threatened against Seller or the License by or before the FCC.

2.5. Ownership of License. Seller has good and marketable title to the License, free and clear of Liens.

2.6 Tangible Personal Property. Schedule B hereto contains a true and complete list of the Tangible Personal Property. Seller: (a) is the owner of all of the Tangible Personal Property it purports to own, (b) has a valid leasehold interest in the Tangible Personal Property it purports to lease, and (c) has a valid license right (whether as a licensor or licensee) in the Tangible Personal Property it purports to license, in all cases free and clear of any Liens, except for Permitted Liens. Seller makes no warranty of condition, fitness for a particular use, merchantability, or other warranty with respect to any of the items of Tangible Personal Property. Buyer acknowledges that it has made such inspection of the Tangible Personal Property as it desires to make and accepts the same without warranty.

2.7 Intangible Property. Schedule C hereto contains a true and complete list of the Intangible Property. Seller has no knowledge that, and has not received notice of any claim that, its use of any Intangible Property infringes upon or conflicts with any third party rights. Seller owns the Intangible Property free and clear of Liens other than Permitted Liens.

2.8 Station Contracts. Schedule D contains a list of all contracts used in the operation of the Stations that are to be assumed by Buyer at Closing, other than contracts for the sale of advertising time entered into in the ordinary course of business. Each of the Station Contracts (including each 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).

2.9 Real Property Leases. Schedule D includes a description of the Real Property Leases. Seller has provided to Buyer true and complete copies of the Real Property Leases. The Real Property Leases provide sufficient access to the Stations' facilities without need to obtain any other access rights.

2.10. Compliance with Law. Seller has materially complied with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the License. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the License.

2.11. Broker. Seller recognizes Doyle Hadden of Hadden & Associates, Inc. as exclusive media broker in this transaction ("Broker"). Seller is responsible for any fees or commissions due to Broker and holds Buyer harmless from any and all obligation to the Broker.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby represents and warrants to Seller as follows:

3.1. Organization. Buyer has the requisite power and authority to execute, deliver, and perform this Agreement and the other agreements and instruments to be made 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. The execution and delivery by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of the transactions contemplated hereby does not conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, or require the approval, consent, authorization, or act of, or the making by Buyer of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

3.4. Broker. Buyer recognizes Doyle Hadden of Hadden & Associates Inc. as exclusive Broker for Seller. No other 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 or any party acting on Buyer's behalf.

ARTICLE 4: COVENANTS

Buyer and Seller hereby further covenant and agree as follows:

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

4.3. Seller Covenants. Between the date hereof and the Closing Date, Seller shall: (i) maintain in effect the License, (ii) promptly deliver to Buyer copies of any material reports, applications, or written responses to the FCC related to the License which are filed during such period, and (iii) not modify the License (except as may be requested by Buyer).

4.4. Risk of Loss. Seller shall bear the risk of any loss of the Assets at all times until Closing, and Buyer shall bear the risk of any such loss thereafter.

ARTICLE 5: SELLER CLOSING CONDITIONS

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

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

5.2. FCC Consent. The FCC Consent shall have been obtained and be Final, and no court or governmental order prohibiting Closing shall be in effect.

ARTICLE 6: BUYER CLOSING CONDITIONS

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

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

6.2. FCC Consent. The FCC Consent shall have been obtained and be Final, but the Buyer may waive the requirement that the grant be Final, in its sole discretion. Additionally, no court or governmental order prohibiting Closing shall be in effect.

ARTICLE 7: CLOSING DELIVERIES

7.1. Seller Documents. At Closing, Seller shall deliver to Buyer such bills of sale, assignments, and other instruments of conveyance, assignment, and transfer as may be necessary to convey, transfer, and assign the License and the Assets to Buyer, free and clear of Liens, and an executed counterpart of the escrow agent instructions provided for in Section 1.3(a).

7.2. Buyer Documents. At Closing, Buyer shall pay the Purchase Price in accordance with Section 1.2 hereof and execute its counterpart of the escrow agent instructions provided for in Section 1.2(a).

ARTICLE 8: SURVIVAL; INDEMNIFICATION

8.1. Survival. The representations and warranties in this Agreement shall survive Closing for a period of eighteen (18) months from the Closing Date whereupon they shall expire and be of no further force or effect.

8.2. Indemnification.

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

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

8.3. Procedures.

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

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

(c) Anything herein to the contrary notwithstanding:

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

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

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

ARTICLE 9: MISCELLANEOUS PROVISIONS

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

(a) by mutual written consent of Buyer and Seller;

(b) by written notice of Buyer to Seller if Seller breaches in any material respect its representations or warranties or defaults in any material respect in the performance of

its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);

(c) by written notice of Seller to Buyer if Buyer breaches in any material respect its representations or warranties or defaults in any material respect in the performance of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligation to pay the Purchase Price at Closing; and

(d) by either Buyer or Seller, by written notice to the other, if the Closing has not been consummated on or before the date twelve (12) months after the date of this Agreement; whereupon the escrow deposit shall be returned to the Buyer.

(e) by Buyer immediately upon denial of the assignment application by the FCC; whereupon the escrow deposit shall be returned to the Buyer.

Each party shall give the other prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "Cure Period" as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty (20) calendar days thereafter or (ii) the Closing Date; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Sections 4.1 (Confidentiality) and Section 9.9 (Expenses) shall survive any termination of this Agreement.

9.2. 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.

9.3. Assignment. Seller may not assign this Agreement without the prior written consent. Buyer may assign this Agreement to an entity controlled by Buyer without Seller's consent. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

9.4. 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.

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

9.6. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery, confirmed facsimile transmission, confirmed electronic delivery, or confirmed delivery by a nationally recognized overnight courier service to the following:

If to Seller: Keith Nichols
President
Nichols Broadcasting Group
667 Old Landfill Rd.
Defuniak Springs, FL

If to Buyer: Lisa Ann Johnson
d/b/a "NEWCORP"
619 River Strand
Chesapeake, VA 2320

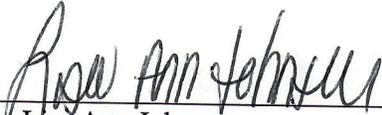
With Copy To: Francisco Montero
Fletcher, Heald & Hildreth PLC
1300 North 17th St., 11th Floor
Arlington, VA 22209
montero@fhhlaw.com

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

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

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

BUYER: LISA ANN JOHNSON

BY: 
Lisa Ann Johnson

SELLER: NICHOLS BROADCASTING GROUP

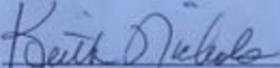
BY: _____
Keith Nichols
President

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

BUYER: LISA ANN JOHNSON

BY: _____
Lisa Ann Johnson

SELLER: NICHOLS BROADCASTING GROUP

BY:  _____
Keith Nichols
President