

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, THAT **Nancy N. Martin, W. J. Martin, III, Addison N. Martin and Martin Broadcasting Company** (jointly and severally hereinafter referred to as "Seller" and / or "Martin" whichever reference is appropriate), for good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and adequacy of which is hereby acknowledged, does hereby sell, set over, transfer, assign and convey unto **Heathcock Communications, LLC and James Harold Heathcock, Jr.** (jointly and severally hereinafter referred to as "Purchaser" and / or "Heathcock" whichever reference is appropriate) and any successors or assigns, all Seller's right, title and interest in and to all of the Assets (as defined in the attached Asset Purchase Agreement) subject to the terms and conditions, warranties and covenants described in the Asset Purchase Agreement and all exhibits attached thereto, whether such interest is joint or several, individual or corporate.

And for the same consideration, Seller, and Seller's successors and assigns, covenants with and warrants unto Purchaser and Purchaser's successors and assigns, that Seller is the lawful owner of the property hereby conveyed, that Seller has good and marketable title to Seller's interest in said property, and, to the extent described in the Asset Purchase Agreement, that said property is free and clear of any liens and encumbrances of any kind, character or nature, and that Seller, and Seller's successors and assigns will forever warrant and defend the same unto Purchaser and Purchaser's heirs and assigns, against all lawful claims and demands whatsoever. Successors and assigns include heirs, executors, administrators and personal representatives.

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale, effective the Closing Date described in the aforementioned Asset Purchase Agreement.

[Signature Pages Follow]

SELLER

Nancy N. Martin
NANCY N. MARTIN, Individually

W. J. Martin, III
W. J. MARTIN, III, Individually

Addison N. Martin
ADDISON N. MARTIN, Individually

MARTIN BROADCASTING COMPANY

BY: Nancy N. Martin
NANCY N. MARTIN, PRESIDENT

BY: W. J. Martin, III
W. J. MARTIN, III, VICE-PRESIDENT

BY: Addison N. Martin
ADDISON N. MARTIN, SECRETARY

STATE OF MISSISSIPPI
COUNTY OF WAYNE

Personally appeared before me, the undersigned authority in and for said State and County, NANCY N. MARTIN, W. J. MARTIN, III and ADDISON N. MARTIN, who acknowledged that they signed, sealed, delivered and executed the above and foregoing BILL OF SALE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 23rd day of August, 2022.

STATE OF MISSISSIPPI
COUNTY OF WAYNE



Cooper M. Leggett
NOTARY PUBLIC

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 23rd day of August, 2022, within my jurisdiction, the within named NANCY N. MARTIN, W. J. MARTIN, III and ADDISON N. MARTIN, who acknowledged that they are the sole officers and shareholders of MARTIN BROADCASTING COMPANY, a Mississippi Corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



Cooper M. Leggett
NOTARY PUBLIC

PURCHASER

HEATHCOCK COMMUNICATIONS, LLC

BY:


JAMES HAROLD HEATHCOCK, JR., MANAGER


JAMES HAROLD HEATHCOCK, JR., Individually

STATE OF MISSISSIPPI

COUNTY OF WAYNE

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 23rd day of August, 2022, within my jurisdiction, the within named JAMES HAROLD HEATHCOCK, JR., who acknowledged that he is Manager of HEATHCOCK COMMUNICATIONS, LLC, a Mississippi Limited Liability Company, and that for and on behalf of the said limited liability company, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.





NOTARY PUBLIC

STATE OF MISSISSIPPI

COUNTY OF WAYNE

Personally appeared before me, the undersigned authority in and for said State and County, JAMES HAROLD HEATHCOCK, JR., who acknowledged that he signed, sealed, delivered and executed the above and foregoing BILL OF SALE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 23rd day of August, 2022.





NOTARY PUBLIC

3rd Asset Purchase Agreement & Time Brokerage Agreement Extension Addendum

This agreement is hereby made a part of the Asset Purchase Agreement, dated May 2019, and the Time Brokerage Agreement, dated June 1, 2019, Asset Purchase Agreement and Time Brokerage Agreement Extension Addendum, dated September 29, 2021 and the 2nd Asset Purchase Agreement and Time Brokerage Agreement Extension Addendum dated December _____, 2021, by and between Martin Broadcasting Company, a Mississippi Corporation, "**Seller(s)**" and Heathcock Communications, LLC, a Mississippi Limited Liability Company, "**Buyer(s)**", for the assets used in connection with the operation of the radio stations.

The closing date for the assets described above contained in Article 2.2 of the original Asset Purchase Agreement, dated May 2019, and the date by which Buyer will acquire assets and licenses in the original Time Brokerage Agreement, and any other dates contained in any other related contracts and / or agreements shall be extended to on or before **August 31, 2022**. The closing date on this Asset Purchase Agreement and Time Brokerage Extension Addendum supersedes the closing date agreed upon by both parties on the original Asset Purchase Agreement, dated May 2019, and Time Brokerage Agreement, dated June 1, 2019, and the Asset Purchase Agreement and Time Brokerage Agreement Extension Addendum, dated September 29, 2021, 2nd Asset Purchase Agreement and Time Brokerage Agreement Extension Addendum dated December _____, 2021 and any other related contracts and / or agreements.

WITNESS OUR SIGNATURE(S), this the 23rd day of August, 2022.


HEATHCOCK COMMUNICATIONS, LLC

MARTIN BROADCASTING COMPANY

BY:


JAMES H. HEATHCOCK, JR.
BUYER(S)

BY:


NANCY N. MARTIN
SELLER(S)

GENERAL ASSIGNMENT OF INTANGIBLES

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MARTIN BROADCASTING COMPANY, a Mississippi Corporation, ("Assignor"), hereby sells, transfers, assigns and sets over unto HEATHCOCK COMMUNICATIONS, LLC, a Mississippi Limited Liability Company, ("Assignee"), its legal representatives, successors and assigns, all of Assignor's right, title and interest in and to, (i) all assignable existing warranties and guaranties (express or implied) issued to Assignor in connection with the Property; (ii) all assignable trade names, logos, marks, trademarks, service marks, symbols and items of identification relative to the Station which are owned by Assignor, (iii) all of Station's domain names, and (vi) all other items of intangible personal property owned by Assignor that relate in any way to the ownership, use, leasing, maintenance, service or operation of the Station (collectively, the "Intangibles").

This General Assignment of Intangibles will be binding upon and will inure to the benefit of Assignor and Assignee and their respective beneficiaries, legal representatives, heirs, successors and assigns.

This General Assignment of Intangibles may be executed and delivered in any number of counterparts, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same agreement.

IN WITNESS WHEREOF, Assignee and Assignor have executed this General Assignment of Intangibles as of the 23rd day of August, 2022.

Assignor:

MARTIN BROADCASTING COMPANY

By: Nancy N. Martin
NANCYN. MARTIN

By: W. J. Martin, III
W. J. MARTIN, III

By: Addison N. Martin
ADDISON N. MARTIN

Assignee:

HEATHCOCK COMMUNICATIONS, LLC

By: James Harold Heathcock, Jr.
JAMES HAROLD HEATHCOCK, JR.

Prepared by:
Cooper M. Leggett
Leggett Law Office, PLLC
Post Office Box 384
Waynesboro, Mississippi 39367
Telephone: (601) 735-4920
Fax: (601) 735-3859
Mississippi Bar Number 102988

Return to:
Heathcock Communications, LLC
6746 Highway 184
Waynesboro, Mississippi 39367
(601) 410-5591

INDEXING INSTRUCTIONS: W½ of NW¼, Section 11, Township 8 North, Range 7 West,
Wayne County, Mississippi.

STATE OF MISSISSIPPI

COUNTY OF WAYNE

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, I,

Martin Broadcasting Company
a Mississippi Corporation
814 Pou Drive
Waynesboro, Mississippi 39367
(601) 735-2859

do hereby sell, convey, bargain and warrant to

Heathcock Communications, LLC
a Mississippi Limited Liability Company
Post Office Box 507
Waynesboro, Mississippi 39367
(601) 410-5591

fee simple title in and to interest in the following described real property located and situated in Wayne County, Mississippi, to-wit:

Commencing at the intersection of the North right-of-way line of United States Highway No. 84 and the East line of Section 10, Township 8 North, Range 7 West; thence run Southeasterly along the said North line of the right-of-way of said Highway No. 84 for a distance of 306.2 feet for a POINT OF BEGINNING; thence run North 18 degrees 43 minutes 30 seconds East at right angles to said Highway for a distance of 525.0 feet; thence run South 70 degrees 24 minutes East for a distance of 542.7 feet; thence run South 20 degrees 28 minutes 30 seconds West for a distance of 525.0 feet; thence Northwesterly along said right-of-way line for a distance of 525.0 feet to the point of beginning. Said land containing 6.4 acres, more or less, and being situated in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 8 North, Range 7 West, in Wayne County, Mississippi,

together with all improvements situated thereon and appurtenances thereunto belonging and subject to all restrictions, reservations, easements and covenants now of record affecting the use and enjoyment of the property herein conveyed.

The above described real property is not part of the homestead of the Grantor nor is it adjacent or contiguous thereto.

All oil, gas and other minerals are reserved and excepted from this conveyance, the same having been reserved and excepted by prior owners.

State and County ad valorem taxes for the year 2022 shall be pro-rated as of the date of this deed between the Grantor and Grantee herein.

WITNESS THE SIGNATURE of the undersigned Grantor, this the 23rd day of August, 2022.

MARTIN BROADCASTING COMPANY

BY: Nancy N Martin
NANCY N. MARTIN, PRESIDENT

BY: W. J. Martin, III
W. J. MARTIN, III, VICE-PRESIDENT

BY: Addison N. Martin
ADDISON N. MARTIN, SECRETARY

STATE OF MISSISSIPPI

COUNTY OF WAYNE

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 23rd day of August, 2022, within my jurisdiction, the within named NANCY N. MARTIN, W. J. MARTIN, III and ADDISON N. MARTIN, who acknowledged that they are President, Vice President and Secretary of MARTIN BROADCASTING COMPANY, a Mississippi Corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



Cooper M. Leggett

NOTARY PUBLIC

Heathcock Communications - Radio Station - WD 4863-4799-2109 v1.wpd