

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “Agreement”) is entered into as of this 27th day of September 2022, (the “Effective Date”) by and between **JACKSON BROADCASTING COMPANY**, a North Carolina Corporation (“SELLER”) and **AUGUSTA RADIO FELLOWSHIP INSTITUTE, INC.**, a Georgia non-profit corporation (“BUYER”) (each a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, SELLER is the licensee of commercial radio Station WJSG(FM), Hamlet, North Carolina, FCC Facility ID Number 29672, (the “STATION”), including those licenses, permits and authorizations issued by the Federal Communications Commission (the “FCC”);

WHEREAS, on the terms and conditions described herein, SELLER desires to sell and BUYER desires to purchase those assets owned or leased by SELLER as set forth herein and used in connection with the operation of the STATION; and

WHEREAS, the parties recognize that the licenses of the STATION may not be assigned to BUYER without the prior consent of the FCC.

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree to the following terms and conditions:

ARTICLE 1: SALE AND PURCHASE

1.1 **STATION Assets.** Subject to the terms and conditions herein contained, SELLER shall grant, convey, sell, assign, transfer and deliver to BUYER on the Closing Date (as defined below) the following assets, properties, interests and rights of SELLER used or held for use in connection with the STATION (collectively, the “STATION Assets”):

(a) **Licenses and Authorizations.** All licenses and other authorizations issued with respect to the STATION by the FCC (the “FCC Authorizations”) and set forth on Schedule 1.1(a) attached hereto.

(b) **Tangible Personal Property.** The equipment and other tangible personal property used in connection with the operation of the STATION (collectively, the “Tangible Personal Property”) that is expressly set forth on Schedule 1.1(b) attached hereto.

(c) **Files and Records.** The public inspection files of the STATION, filings with the FCC relating to the STATION, and such other technical information, engineering data, books and records that relate to the STATION and the STATION Assets being conveyed hereunder.

(d) **Call Letters.** All of SELLER’s rights and interests in and to the call letters of the STATION.

(e) **Assumed Contracts.** The contracts, leases, and agreements used in the STATION’s business and referenced in Schedule 1.1(e) (“Assumed Contracts”).

(f) **Real Property.** The real property located at 1986 Airport Road, Hamlet, Richmond County, North Carolina and described in Schedule 1.1(f) (“Real Property”).

1.2 **Excluded Assets.** All assets, properties, interests and rights not expressly set forth above in Section 1.1 above shall be excluded from the STATION Assets and retained by SELLER.

1.3 **Liabilities.** BUYER shall not assume or undertake any obligations or liabilities of SELLER in connection with the STATION Assets other than the Assumed Contracts.

1.4 **Consideration.** In consideration for the sale of the STATION Assets, BUYER will deliver to SELLER, in a form reasonably acceptable to SELLER, the amount of **Five Hundred and Forty Thousand Dollars (\$540,000.00)** (the “Purchase Price”). Concurrently with the execution of this Agreement, BUYER is depositing to the law firm of Brooks Pierce, LLP in escrow (“Escrow Agent”) the sum of **Twenty-Seven Thousand Dollars (\$27,000.00)** (the “Escrow Deposit”), to be held and distributed pursuant to an Escrow Agreement of even date herewith, between SELLER, BUYER, and Escrow Agent, a form of which is attached hereto as Exhibit 1. Buyer and Seller shall instruct the Escrow Agent to pay the Escrow Deposit to SELLER at Closing and all accrued interest thereon, if any, to BUYER. The balance of the Purchase Price shall be paid by wire transfer of funds by BUYER to SELLER’S account at Closing.

ARTICLE 2: FCC CONSENT; CLOSING

2.1 **FCC Consent: Assignment Application.** BUYER and SELLER shall execute, file, and vigorously prosecute an application to the FCC (the “Assignment Application”) requesting the FCC’s consent (the “FCC Consent”) to the assignment from SELLER to BUYER of all FCC Authorizations pertaining to the STATION. The Assignment Application shall be filed not later than ten (10) days of the execution of this Agreement, or such date as is mutually agreed in writing, whichever is earlier. BUYER and SELLER shall take all reasonable steps to cooperate with each other and with the FCC in order to secure such FCC Consent without delay and to promptly consummate the transaction contemplated in this Agreement in full. SELLER shall cooperate with the BUYER in the filing of an application with the FCC to relicense the STATION as noncommercial and the filing of such other applications as the BUYER may desire to file with all related costs and expenses born by the BUYER.

2.2 **Closing Date: Closing Place.** The closing (the “Closing”) of the transaction contemplated in this Agreement shall occur on a date (the “Closing Date”) that is no more than ten (10) days following the date (a) on which the FCC Consent is granted and has become a Final Order under the FCC’s rules, regulations and policies, and (b) the other conditions to the Closing set forth in Articles 5 and 6 hereof shall have either been waived or satisfied; provided, however, that, notwithstanding anything to the contrary herein, the Closing will not take place prior to January 3, 2023, unless the SELLER desires that the Closing take place prior to such date. SELLER and BUYER agree to cooperate to the extent necessary to obtain the FCC’s extension of the effectiveness of the FCC Consent as may be required. The Closing shall be held by exchange of documents via facsimile or e-mail, or as SELLER and BUYER may otherwise agree.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES

3.1 **Representations and Warranties of SELLER.** SELLER represents and warrants to BUYER :

(a) SELLER is a corporation duly formed, validly existing and in good standing under the laws of the State of North Carolina and qualified to do business in the State of North Carolina. SELLER has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by SELLER and no other proceedings on the part of SELLER are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by SELLER and constitutes the legal, valid and binding obligation of SELLER, enforceable in accordance with its terms.

(b) The execution, delivery, and performance of this Agreement by SELLER will not (i) constitute a violation of or conflict with SELLER's organizational documents or applicable law, (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation relating to the business of the STATION and to which SELLER or any of the STATION Assets may be subject, except for such defaults (or rights of termination, cancellation, or acceleration) as to which requisite waivers or consents have been obtained and delivered to SELLER, (iii) violate any law, statute, rule, regulation, order, writ, injunction, or decree of any federal, state or local governmental authority or agency and which is applicable to SELLER or any of the STATION Assets, (iv) result in the creation or imposition of any liens, mortgages, pledges, security interests, claims and encumbrances (collectively, "Liens"), except for Permitted Liens (defined below) of any nature whatsoever on any of the STATION Assets, or (v) require the consent or approval of any governmental authority or other third party, other than the FCC Consent.

(c) The Tangible Personal Property includes the STATION equipment that is expressly set forth on Schedule 1.1(b) attached hereto and is necessary to conduct the operation of STATION in the manner in which it is currently operated (other than those assets which are STATION Excluded Assets) and will be acquired by SELLER. SELLER owns and has, and will have on the Closing Date, good and marketable title to the STATION equipment. The Tangible Personal Property is conveyed AS-IS-WHERE-IS. To the maximum extent permitted by applicable law, **SELLER MAKES NO WARRANTY OF ANY KIND, WHETHER IMPLIED, STATUTORY, OR OTHERWISE AND DISCLAIMS, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.**

(d) Schedule 1.1(a) contains a true and complete list of the STATION Authorizations and all other STATION Licenses that are required for the lawful conduct of the business and operations of STATION in the manner and to the full extent it is presently operated. SELLER lawfully holds each of the STATION Authorizations and STATION Licenses listed on Schedule 1.1(a). SELLER has operated STATION in all material respects in accordance with the STATION Authorizations, and all applicable rules, regulations and policies of the FCC

(collectively, the “Communications Laws”). On the Closing Date STATION will be transmitting at no less than ninety percent (90%) of its authorized power. To the best of SELLER’s knowledge, when in operation STATION does not transmit or receive any objectionable interference to or from any other STATION, and is not short-spaced to any other STATION. There is not now pending or, to the best of SELLER’s knowledge, threatened any action by or before the FCC to revoke, cancel, rescind, modify, or refuse to renew any of the STATION Authorizations, and SELLER has not received any notice of and has no knowledge of any pending, issued, or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either STATION or SELLER with respect to STATION. Except as set forth in Schedule 1.1(a), all material reports and filings required to be filed with the FCC by SELLER with respect to the operation of the STATION have been timely filed, and all such reports and filings are accurate.

(e) With respect to the STATION Real Property, to SELLER’s knowledge, the STATION Real Property is in material compliance with all applicable laws, statutes, rules, regulations, codes, and ordinances of all any applicable regulations of any federal, state, or local department of natural resources or federal, state, or local environmental protection agency now or at any time hereafter in effect (“Environmental Laws”) relating to the discharge of air pollutants, water pollutants or process waste water, Hazardous Materials, or toxic substances, or otherwise relating to the environment, including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, and Environmental Laws. As used in this Agreement, “Hazardous Materials” means any wastes, substances, or materials (whether solids, liquids or gases) that are deemed hazardous, toxic, pollutants, or contaminants, including substances defined as “hazardous wastes,” “hazardous substances,” “toxic substances,” “radioactive materials,” or other similar designations in, or otherwise subject to regulation under Environmental Laws. Without limiting the generality of the foregoing, Hazardous Materials includes, but is not limited to, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious wastes, radioactive materials and wastes and petroleum and petroleum products (including crude oil or any fraction thereof). Buyer may at its expense conduct an environmental assessment of the Real Property (a “Phase I”) prior to Closing.

(f) To SELLER’s knowledge, (i) the tower structure used in connection with STATION (the “STATION Tower”) is obstruction-marked, lighted and registered to the extent required by, and in accordance with, the rules and regulations of the FAA and the FCC and (ii) SELLER has complied in all material respects with all requirements of the FCC and the FAA with respect to the construction and/or alteration of SELLER’s antenna structures, and if required by applicable law, “no hazard” determinations for any antenna structure have been obtained, where required. To SELLER’s knowledge, the operations of STATION do not exceed permissible levels of exposure to RF radiation specified in the FCC’s rules, regulations, and policies concerning RF radiation or any other applicable Environmental Laws.

(g) SELLER owns and holds the STATION Assets, free and clear of all Liens other than STATION Permitted Liens (as defined below). BUYER will have full legal and practical access to the STATION Real Property, and all utilities necessary for BUYER’s continued

use of the STATION Real Property as a radio tower facility are installed and are in good working order, and are subject to valid easements, where necessary. To SELLER's knowledge, the buildings, towers, guys and other fixtures situated on the STATION Real Property are free of structural defects and, suitable for their intended uses, and are in good state of maintenance and repair, ordinary wear and tear excepted and comply in all material respects with applicable zoning, health and safety laws and codes. No certificates of occupancy are required for SELLER's use of the STATION Real Property as currently conducted, and to SELLER's knowledge there are no other consents and approvals required to be obtained for use of the STATION Real Property as a tower site from any governmental authority, association or board with jurisdiction. The term "Permitted Liens" means, as to any of the STATION Assets, (1) Liens for taxes, assessments and other governmental charges not yet due and payable; (2) Liens that do not affect in any material manner the use or value of the STATION Asset to which they are attached; (3) zoning laws and ordinances and similar laws; (4) rights reserved to any governmental authority to regulate the affected property; (5) any easements, rights-of-way, servitudes, permits, restrictions and minor imperfections or irregularities in title that are reflected in the public records and that do not individually or in the aggregate materially interfere with the right or ability to own, use, lease or operate any Real Property used in the operation of the STATION as presently utilized; (6) the rights of any lessor or grantor under any applicable lease agreement or easement, respectively (including any Liens held thereunder); and (7) any survey that could have an adverse effect; provided, that the same is accurate and does not render title unmarketable or prevent the Real Property from being utilized in substantially the same manner that it is currently used.

(h) There is no broker or finder or other person who would have any valid claim against BUYER for a commission or brokerage in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding or action by SELLER.

(i) SELLER is not subject to any order, writ, injunction, judgment, arbitration decision or decree having binding effect and affecting the business of STATION or the STATION Assets or which restrains or enjoins the transactions contemplated hereby, and no such proceeding is pending. There is no material litigation pending by or against SELLER, or to the best of SELLER's knowledge, threatened against SELLER. To the best of SELLER's knowledge, SELLER has complied in all material respects with all applicable laws, regulations, orders or decrees. The present uses by SELLER of the STATION Assets do not violate any such laws, regulations, orders or decrees in any material respect, and SELLER has no knowledge of any basis for any claim for compensation or damage or other relief from any violation of the foregoing.

(j) There is now, and through the Closing there shall be, in full force and effect with reputable insurance companies fire and property insurance with respect to all STATION equipment in commercially reasonable amounts sufficient to repair or replace the applicable STATION equipment.

(k) SELLER has duly, timely, and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid prior to the Closing Date. No event has occurred which imposes on BUYER any liability for any taxes, penalties, or interest due or to

become due from SELLER from any taxing authority. Notwithstanding anything contained herein to the contrary, this Section shall survive the expiration or earlier termination of this Agreement, until the expiration of any applicable statute of limitations relating to any claim against either BUYER or SELLER that could result from SELLER's breach of this Section.

(l) BUYER shall have no obligation to offer employment to any employee of SELLER and shall have no liability with respect to any such employee or for benefits of any kind or nature. Notwithstanding anything contained herein to the contrary, this Section shall survive the expiration or earlier termination of this Agreement, until the expiration of any applicable statute of limitations relating to any claim that could result from SELLER's breach of this Section.

(m) On or before the Closing Date, SELLER shall furnish to BUYER revised Schedules to this Agreement as may be necessary to render such Schedules accurate and complete as of the Closing Date. SELLER shall give detailed written notice to BUYER promptly upon the occurrence of or becoming aware of the impending or threatened occurrence of, any event which would cause or constitute a breach or would have caused a breach had such event occurred or been known to SELLER prior to the date hereof, of any of SELLER's representations or warranties contained in this Agreement or in any Schedule. SELLER shall promptly disclose to BUYER any significant problems or developments with respect to the STATION Assets.

(n) No representation or warranty made by SELLER in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to BUYER.

(o) SELLER disclaims any and all other representations and warranties (express or implied, oral or written), except as expressly set forth in this Article 3. BUYER specifically acknowledges that SELLER shall not be deemed to have made, and BUYER is in no way relying upon, any representation or warranty not expressly set forth in this Section 3.1, including with respect to materials, if any, previously delivered or made available to Buyer concerning the STATION Assets.

3.2 Representations and Warranties of BUYER. BUYER hereby makes the following representations and warranties to SELLER which shall be true as of the date hereof and on the Closing Date:

(a) BUYER is a non-profit, religious corporation duly formed, validly existing and in good standing under the laws of the State of Georgia and is qualified to business in the State of North Carolina. BUYER has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by BUYER and no other proceedings on the part of BUYER are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This

Agreement has been duly and validly executed and delivered by BUYER and constitutes the legal, valid and binding obligation of BUYER, enforceable in accordance with its terms.

(b) The execution, delivery, and performance of this Agreement by BUYER will not (i) constitute a violation of or conflict with BUYER's organizational documents, (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation relating to the business of the STATION and to which BUYER or any of the STATION Assets may be subject, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to SELLER, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to BUYER or any of the STATION Assets, (iv) result in the creation or imposition of any Lien of any nature whatsoever on any of the STATION Assets, or (v) require the consent or approval of any governmental authority or other third party, other than the FCC Consent.

(c) There are no facts relating to BUYER under the Communications Act that reasonably may be expected to disqualify it from qualifying as an assignee of the FCC Authorization or that would prevent it from consummating the transactions contemplated by this Agreement.

(d) There is no broker or finder or other person who would have any valid claim against SELLER for a commission or brokerage in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding or action by BUYER.

ARTICLE 4: COVENANTS OF PARTIES

BUYER and SELLER each covenants and agrees that from the Effective Date until the completion of the Closing they shall each use all commercially reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to cause the transaction contemplated by this Agreement to be fully carried out.

ARTICLE 5: CONDITIONS TO THE OBLIGATIONS OF SELLER

The obligations of SELLER under this Agreement are subject to the fulfillment of the following conditions prior to or on the Closing Date. Upon the Closing, each such condition shall be deemed to have been satisfied.

5.1 **Covenants.** BUYER shall have performed and complied with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

5.2 **Proceedings.** BUYER is not subject to any restraining order or injunction (or similar action) restraining or prohibiting the consummation of the transactions contemplated hereby.

5.3 **FCC Consent.** The FCC Consent has been issued by the FCC.

5.4 **Deliveries.** BUYER has complied with each and every one of its obligations set forth in Section 7.2.

ARTICLE 6: CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of BUYER under this Agreement are subject to the fulfillment of the following conditions prior to or on the Closing Date. Upon the Closing, each such condition shall be deemed to have been satisfied.

6.1 **Covenants.** SELLER shall have performed and complied with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

6.2 **Proceedings.** SELLER is not subject to any restraining order or injunction (or similar action) restraining or prohibiting the consummation of the transaction contemplated hereby.

6.3 **FCC Consent.** The FCC Consent has been issued by the FCC and has become a Final Order under the Commission's rules, regulations and policies.

6.4 **Real Property.** BUYER shall have closed on the purchase of the Real Property.

6.5 **Deliveries.** SELLER has complied with each and every one of the obligations set forth in Section 7.1.

ARTICLE 7: ITEMS TO BE DELIVERED AT CLOSING

7.1 **Deliveries by SELLER.** At Closing, SELLER shall deliver to BUYER, duly executed by SELLER or such other signatory as may be required by the nature of the document:

(a) a bill of sale and assignment sufficient to sell, convey, transfer and assign the STATION Assets (other than the FCC Authorizations) to BUYER free and clear of any Liens, in a form reasonably acceptable to BUYER and SELLER (the "Bill of Sale and Assignment");

(b) an FCC Authorizations Assignment and Assumption Agreement sufficient to assign the FCC Authorizations to BUYER, in a form reasonably acceptable to BUYER and SELLER (the "FCC Authorizations Assignment and Assumption Agreement");

(c) title to the Real Property at the Station tower site; and

(d) such additional documents, instruments, and agreements as BUYER may reasonably request in connection with the consummation of the transactions contemplated by this Agreement.

7.2 **Deliveries by BUYER.** At the Closing, BUYER shall deliver to SELLER, duly executed by BUYER or such other signatory as may be required by the nature of the document:

- (a) the Purchase Price;
- (b) the Bill of Sale and Assignment Agreement;
- (c) the FCC Authorizations Assignment and Assumption Agreement;
- (d) such additional documents, instruments, and agreements as SELLER may reasonably request in connection with the consummation of the transactions contemplated by this Agreement.

ARTICLE 8: TERMINATION

8.1 **Termination.** This Agreement may be terminated at any time prior to Closing:

- (a) by the mutual written consent of SELLER and BUYER;
- (b) by written notice of SELLER to BUYER if BUYER: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by BUYER on or before the Closing Date in any material respect; (ii) breaches in any material respect any of BUYER's representations or warranties; or (iii) defaults in any material respect in the performance of any of BUYER's covenants or agreements under this Agreement; and in any of which events such breach or default is not cured within the Cure Period (as defined below), if applicable.
- (c) by written notice of BUYER to SELLER if SELLER: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by SELLER on or before the Closing Date in any material respect; (ii) breaches in any material respect any of SELLER's representations or warranties; or (iii) defaults in any material respect in the performance of any of SELLER's covenants or agreements under this Agreement; and in any of which events such breach or default is not cured within the Cure Period (as defined below), if applicable;
- (d) by written notice of BUYER to SELLER: (i) if the Closing has not been consummated by the date twelve (12) months after the Effective Date; (ii) if, for any reason, the FCC denies or dismisses the Assignment Application and the time for reconsideration or court review under the Communications Laws with respect to such denial or dismissal has expired and there is not then pending with respect thereto a timely filed petition for reconsideration or request for review; (iii) if, for any reason, the Assignment Application is designated for an evidentiary hearing; or (iv) if, for any reason, the renewal application for the STATION is dismissed or denied.

8.2 **Cure Period.** The term "Cure Period" as used herein means a period commencing with the date that BUYER or SELLER receives from the other Party written notice of breach or default hereunder and continuing until twenty (20) days thereafter; provided, however, that if the breach or default 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.

Except as set forth below, 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.

8.3 **Liability; Right to Terminate.** A termination of this Agreement shall not relieve any Party hereto of any liability for which it otherwise would be subject. Notwithstanding anything in this Agreement to the contrary, no Party that is in material breach of this Agreement shall be entitled to terminate this Agreement except with the written consent of the other Party.

8.4 **Payment of Escrow Amount.** If the Closing is not consummated as a result of termination by SELLER pursuant to Section 8.1(b), the Parties agree that, as SELLER'S sole and exclusive remedy, SELLER shall be entitled to the Escrow Amount and related legal fees and expenses to compensate SELLER as liquidated damages resulting to SELLER from BUYER'S breach and not as a penalty (the "Liquidated Damages Payment"). The Parties acknowledge and confirm that the injury to SELLER which would result from such a breach would be difficult or impossible to accurately estimate but that the Liquidated Damages Payment is a reasonable estimate of the probable loss from such a breach. If this Agreement is terminated for any other reason, the Escrow Amount thereon shall be disbursed to BUYER. The Parties shall each instruct the Escrow Agent to disburse the Escrow Amount thereon to the Party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement.

ARTICLE 9: MISCELLANEOUS

9.1 **Governing Law.** The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of North Carolina (exclusive of those relating to conflicts of laws). Any action at law, suit in equity or judicial proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, or any provision hereof, shall be litigated only in the courts of the State of North Carolina. The Parties hereby consent to the personal and subject matter jurisdiction of such courts and waive any right to transfer or change the venue of any litigation between them.

9.2 **Expenses.** Except as otherwise specifically provided herein, each Party hereto shall bear all expenses incurred in connection with the transaction contemplated by this Agreement, including without limitation, accounting, engineering and legal fees incurred in connection herewith.

9.3 **Bulk Transfer.** The Parties hereby waive compliance with the bulk transfer provisions of the Uniform Commercial Code and all similar laws. Each Party transferring assets hereunder shall indemnify and hold harmless the Party receiving such assets from and against any and all liabilities which may be asserted against the receiving Party as a result of noncompliance with any such bulk transfer provisions.

9.4 **Survival of Representations and Warranties.** Except for Fundamental Representations, which shall survive until the expiration of the applicable statute of limitations, none of the representations or warranties of the parties contained in this Agreement shall survive the Closing or the earlier termination of this Agreement; provided, however, that claims for common law fraud with respect to the representations and warranties set forth herein shall not be subject to such limitation. The term "Fundamental Representations" means the representations of SELLER contained in 3.1(a), 3.1(b), 3.1(c)(with respect to title only), 3.1(k), and 3.1(l), and the representations of BUYER contained in 3.2(a) and 3.2(b). None of the

covenants, agreements or obligations of the parties contained in this Agreement shall survive the consummation of the Closing, except to the extent such covenants, agreements and obligations contemplate performance after the Closing, in which case each such covenant, agreement and obligation shall survive until performed.

9.5 **Entire Agreement; Amendment; No Waiver.** This Agreement, including the schedules and exhibits hereto, contains the entire agreement and understanding by and between the Parties, and no other representations, promises, agreements, or understanding, written or oral, not contained herein shall be of any force or effect. This Agreement may only be amended in a writing signed by the Parties. No oral agreement shall have any effect. No failure or delay in exercising any right hereunder shall be deemed or construed to be a waiver of such right, either prospectively or in the particular instance. This Agreement has been prepared by all of the Parties hereto, and no inference of ambiguity against the drafter of a document therefore applies against any Party hereto.

9.6 **Confidentiality.** BUYER and SELLER shall keep confidential all information obtained by it with respect to the other Party in connection with this Agreement, except where such information is known through other lawful sources or where its disclosure is required in accordance with applicable law, including requirements of the FCC pursuant to the Assignment Application. If the transaction contemplated hereby is not consummated for any reason, BUYER and SELLER shall return to each other, without retaining a copy thereof in any medium whatsoever, any schedules, documents or other written information, including all financial information, obtained from the other in connection with this Agreement and the transaction contemplated hereby.

9.7 **Successors and Assigns.** Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective representatives, successors and assigns. Neither Party hereto may assign this Agreement or its rights and obligations hereunder without the written consent of the other, whose consent shall not be unreasonably withheld. Nothing in this Agreement, express or implied, is intended to or shall confer on any person other than the Parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

9.8 **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by e-mail or facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, addressed as set forth below:

If to SELLER, then to:

Mrs. Sherrell Jackson
Jackson Broadcasting Co.
180 Airport Road
Rockingham, NC 28379

With a copy to:

Tim Nelson
Brooks, Pierce, McLendon Humphrey & Leonard, LLP
1700 Wells Fargo Capitol Center
150 Fayetteville Street
Raleigh, NC 27601

If to BUYER, then to:

Mr. Clarence Barinowski
President
Augusta Radio Fellowship, Inc.
2278 Wortham Lane
Grovetown GA 30813

With a copy to:

Jeffrey D. Southmayd
Southmayd & Miller
PO Box 2360
Flagler Beach, Florida 32136

Any Party may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

9.9 **Further Assurances.** From time to time prior to, on and after the Closing Date, each Party hereto will execute all such instruments and take all such actions as any other Party shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose hereof and all transactions contemplated by this Agreement, including without limitation the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered on the Closing Date, and any and all actions which may reasonably be necessary to complete the transaction contemplated hereby. The Parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

9.10 **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein, or its application to any particular circumstance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, such provision or such application shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without invalidating the remainder of such provision or any other provisions hereof, or its application in any other circumstance, unless such a construction would be unreasonable, and without invalidating such provision or its application in any other jurisdiction.

9.11 **Facsimile; Counterparts.** This Agreement may be executed by facsimile or email transmission and in counterparts, each of which shall constitute an original but together will constitute a single document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DULY EXECUTED BY THE PARTIES ON THE DATE SHOWN ABOVE:

SELLER:

Jackson Broadcasting Co.
180 Airport Road
Rockingham, NC 28379

By: Sherrell Jackson
Sherrell Jackson
President

BUYER:

Augusta Radio Fellowship Institute Inc.
2278 Wortham Lane
Grovetown GA 30813

By: _____
Clarence T. Barinowski
President

DULY EXECUTED BY THE PARTIES ON THE DATE SHOWN ABOVE:

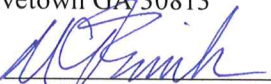
SELLER:


Jackson Broadcasting Co.
180 Airport Road
Rockingham, NC 28379

By: _____
Sherrell Jackson
President

BUYER:

Augusta Radio Fellowship Institute Inc.
2278 Wortham Lane
Grovetown GA 30813

By:  _____
Clarence T. Barinowski
President


Mark Barinowski
Vice President

Schedule 1.1(a)
FCC
Authorizations

WJSG	License BLH-20061109ADN	GRANTED 12/06/2006
WJSG	License Renewal 0000098142	GRANTED 08/20/2020
WLP638		Studio Transmitter Link
ASR 1005677		Hamlet, North Carolina

Schedule 1.1(b)
Assets

Transmitter Equipment

TFT Model 884 FM Modulation Monitor

Inovonics Model 732 RDS Encoder

Orban Optimod 8700

Orban 8100A

Orban 8100A/XT

Marti STL Analog Receiver Left

Marti STL Analog Receiver Right

Harris Micromax FM Exciter

Harris FM Fax 10K Transmitter

Coax Dehydrator

Shively 2 Bay FM Antenna

1 5/8" Coax For FM

Pirod Tower

Transmitter Building

Studio Equipment

Sage Endec EAS

2 FM EAS Receivers

1 Weather EAS Receiver

Marti STL Analog Transmitter Left

Marti STL Analog Transmitter Right

Marti STL Combiner And Cables

1.1(e)
Assumed Contracts

- **Tower Lease Agreement dated as of November 14, 2013, by and between Jackson Broadcasting Company and Communication Specialists Company of Wilmington, LLC.**

- **Space Lease Agreement effective as of July 1, 2022, by and between Jackson Broadcasting Company and RiverStreet Wireless of North Carolina, d/b/a RiverStreet Networks.**

1.1(f)
Real Property

The real property located at 1986 Airport Road, Hamlet, North Carolina, described as follows:

That the said party of the first part, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents, does bargain, sell and convey unto the said party of the second part, its heirs and assigns, all that certain lot or parcel of land lying and being in Marks Creek Township, Richmond County, North Carolina, and being more particularly described as follows:

BEGINNING at an iron stake in the western right-of-way line of Secondary Road No. 1825, it being the beginning corner of a 10.37 acre tract conveyed to Fred Butler and wife, Thelma Butler, by Amsey A. Boyd and wife, Barbara C. Boyd, by deed dated January 6, 1976, and recorded in the Richmond County Registry in Book 580 at Page 325, being located about 1,500 feet more or less from the South Carolina State line; and runs thence from said point of Beginning along and with the northern line of said Fred Butler's 10.37 acre tract North 86 degrees 30 minutes 00 seconds West 697.14 feet to an iron stake; thence a new line North 02 degrees 11 minutes 58 seconds East 700 feet to an iron stake; thence another new line South 86 degrees 30 minutes 00 seconds East 697.14 feet to an iron stake in the western right-of-way line of Secondary Road No. 1825; thence along and with the western right-of-way line of Secondary Road No. 1825 South 02 degrees 11 minutes 58 seconds West 700 feet to the point and place of Beginning, containing 11.20 acres more or less, and shown on a map entitled Plat of Property Surveyed for Jackson Broadcasting Company, prepared by McNeill and Associates, Surveyors and Land Planners, William M. Whitt, Registered Land Surveyor, on May 31, 1991, and recorded in Slide No. 593, Plat No. E, Richmond County Registry.

This tract being apart of those lands conveyed to Hamlet Gin and Supply Co., by Toney Ogborne and wife, Ada Ogborne, by deed dated September 20, 1951 and recorded in Book 325, Page 156, Richmond County Registry, and a portion of Lot No. One conveyed to Hamlet Gin & Supply Co., Inc. by C. E. Coggin and wife, Francis C. Coggin, by deed dated May 4, 1938 and recorded in Book 237, Page 182, Richmond County Registry.

EXHIBIT 1

Form of Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the “Agreement”) is made as of this ___ day of September, 2022, by and among **JACKSON BROADCASTING COMPANY**, a North Carolina Corporation (“Seller”), on the one hand, and **AUGUSTA RADIO FELLOWSHIP INSTITUTE, INC.** a Georgia Non-Profit Corporation (“Buyer”), and **BROOKS, PIERCE, MCLENDON, HUMPHREY & LEONARD, LLP** (“Escrow Agent”).

W I T N E S S E T H

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement dated the date hereof (the “Asset Purchase Agreement”), providing for the sale of certain assets used or held for use in the business and operation of radio station WJSG(FM), Hamlet, North Carolina, FCC Facility ID Number 29672, (the “STATION”), including those licenses, permits and authorizations issued by the Federal Communications Commission (the “FCC”).

WHEREAS, as an indication of Buyer’s good faith, the parties hereto wish to provide for the deposit by Buyer of the sum of Twenty-Seven Thousand Dollars (\$27,000.00) (the “Deposit”), to be applied as provided herein.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Appointment of Escrow Agent. Buyer and Seller hereby appoint Escrow Agent as their agent for the purpose of receiving, holding and disbursing the funds to be delivered to Escrow Agent hereunder, in accordance with the terms of this Agreement.

2. Delivery of Funds to Escrow Agent. Seller and Buyer have established with Escrow Agent an escrow account (the “Escrow Account”). Buyer has delivered the Deposit to Escrow Agent, the receipt of which Escrow Agent hereby acknowledges. During the time the funds are held in the Escrow Account, Escrow Agent shall deposit such funds in an institution insured by the Federal Deposit Insurance Corporation. Escrow Agent is not required to place the Deposit in an interest-bearing account. The Deposit, together with earnings thereon (if applicable), is herein called the “Escrow Fund.” Buyer shall be responsible for reporting on its federal, state and local income tax returns any investment income earned on the Escrow Fund, and shall pay all taxes (including interest, penalties and additions thereto) imposed thereon, if applicable. Any fees charged for wires into or out of the Escrow Account, or other bank-charged fees or expenses, shall be the responsibility of Buyer and may be deducted from the Escrow Fund.

3. Disposition of Escrow Fund. Escrow Agent may disburse the Escrow Fund only as provided below in this Section 3.

(a) Upon its receipt of joint written notice from Seller and Buyer stating that the contemplated Closing under the Asset Purchase Agreement has been or is being consummated, the Escrow Fund shall be paid on behalf of the Buyer to Seller as a portion of the Purchase Price (as defined in the Asset Purchase Agreement).

(b) Otherwise, Escrow Agent shall disburse the Escrow Fund as directed by joint written instructions signed by both Seller and Buyer.

(c) Otherwise, Escrow Agent shall disburse the Escrow Fund in accordance with an order of a court of competent jurisdiction authorizing the Escrow Agent to make such release.

(d) If there shall be any amount in the Escrow Fund following the valid termination of the Asset Purchase Agreement for any reason other than a Closing thereunder, Escrow Agent shall be entitled to tender into the custody of any court of competent jurisdiction all money or property in its hands under this Agreement, together with such legal pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement. Any such legal action shall be brought exclusively in the state or federal courts of the State of North Carolina.

4. Termination of Escrow Arrangement. The escrow arrangement created hereunder shall terminate upon written notice to Escrow Agent signed by both Seller and Buyer or automatically upon disposition of the entire Escrow Fund. However, the existence or termination of the escrow arrangement shall not affect any rights or duties of the parties hereto pursuant to Section 7 hereof.

5. Tax Related Terms.

(a) Tax Reporting. Seller and Buyer agree that, for tax reporting purposes, all interest or other taxable income earned from the investment of the Escrow Fund in any tax year shall be taxable to Buyer.

(b) Certification of Tax Identification Number. The parties hereto shall, within five (5) days after the date hereof, provide Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and other forms and documents that Escrow Agent may reasonably request. The parties hereto understand that if such tax reporting documentation is not so certified to Escrow Agent, Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, to withhold a portion of any interest or other income earned on the investment of monies or other property held by Escrow Agent pursuant to this Agreement.

(c) Tax Allocation. To the extent that Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of funds held or payments made hereunder, Escrow Agent shall satisfy such liability to the extent possible from the Escrow Fund. Seller and Buyer agree to indemnify and hold Escrow Agent harmless from and against any taxes, additions for late payment, interest, penalties and other expenses that may be assessed against Escrow Agent on or with respect to any payment or other activities under this Agreement unless any such tax, addition for late payment, interest, penalties and other expenses shall arise out of or be caused by the actions of, or failure to act by, Escrow Agent.

6. Provisions as to Escrow Agent.

(a) Escrow Agent hereby accepts its appointment and agrees to act as Escrow Agent under the terms and conditions of this Agreement.

(b) Escrow Agent's duties and responsibilities shall be limited to those expressly set forth in this Agreement, and Escrow Agent shall not be subject to, nor obligated to recognize, any other agreement between, or direction or instruction of, any or all of the parties hereto even though reference thereto may be made herein.

(c) In performing any of Escrow Agent's duties hereunder, Escrow Agent shall not incur any liability to any party for damages, losses or expenses, except for willful default or gross

negligence, and accordingly it shall not incur any such liability with respect to (i) any action taken or omitted in good faith upon advice of its counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent hereunder, or (ii) any action taken or omitted in reliance upon any instrument, including any written instrument or instruction provided for in this Agreement or the Asset Purchase Agreement, not only as to its due execution and validity and effectiveness of its provisions but also as to the truth and accuracy of information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person and to conform with the provisions of this Agreement and/or the Asset Purchase Agreement.

(d) Escrow Agent may resign for any reason upon thirty (30) days' prior written notice to Buyer and Seller. Upon the expiration of such thirty (30) day period, Escrow Agent may deliver all Escrow Funds in its possession hereunder to any successor escrow agent appointed jointly by Seller and Buyer, or if no successor escrow agent has then been appointed, to any court of competent jurisdiction. Upon either such delivery, Escrow Agent shall be released from any and all liability under this Agreement. A resignation under this paragraph shall in no way terminate the provisions of Section 7.

(e) The parties acknowledge that Escrow Agent is legal counsel for the Seller, and agree that such representation shall not create any bar to Escrow Agent's right to continue as counsel to the Seller, or constitute a conflict of interest on the part of Escrow Agent. The Buyer has retained legal counsel to assist it on these matters.

7. Indemnification of Escrow Agent. Buyer and Seller hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including the reasonable cost of counsel fees and disbursements, that may be imposed on Escrow Agent or incurred by Escrow Agent hereunder, or the performance of its duties hereunder, including any litigation arising from this Agreement or involving the subject matter hereof, except where such losses, claims, damages, liabilities and expenses result from distribution of the Escrow Fund in violation of the provisions of Section 3 above, willful default, material breach of trust or gross negligence of Escrow Agent.

8. Notices. Except as otherwise indicated, all notices and other communications hereunder shall be given as required in the Asset Purchase Agreement. Notice to Escrow Agent shall be deemed duly given if mailed by registered or certified mail, postage prepaid, addressed as follows:

Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P.
150 Fayetteville Street
Suite 1700, Wells Fargo Capitol Center
Raleigh, North Carolina 27601
Attn: Tim Nelson, Esq.

9. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. Amendments. This Agreement may be amended or modified only with the written agreement of all parties hereto.

11. No Other Beneficiaries. This Agreement is for the convenience of the parties only and there are no third-party beneficiaries of this Agreement, intended or otherwise. This Agreement may not be transferred or assigned by any party hereto, without the prior written consent of all other parties.

12. Governing Law. This Agreement shall be governed in accordance with the laws of the State of North Carolina as to both interpretation and performance (without regard to the choice of law

provisions thereof). Any action brought with respect to this Agreement shall be brought exclusively in the state or federal court in North Carolina having jurisdiction, and Buyer and Seller hereby waive any and all defenses or objections to said venue, including without limitation, forum non-conveniens considerations.

13. Counterparts; Delivery by Facsimile/Email. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary for every party hereto to sign each counterpart but only that each party shall sign at least one counterpart. This Agreement, to the extent signed and delivered by facsimile transmission or electronic mail in pdf form, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature Page Follows]

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

SELLER:

JACKSON BROADCASTING COMPANY

By: _____
Sherrell Jackson
President

BUYER:

AUGUSTA RADIO FELLOWSHIP INSTITUTE, INC.

By: _____
Clarence Barinowski
President

ESCROW AGENT:

**BROOKS, PIERCE, MCLENDON, HUMPHREY &
LEONARD, LLP**

By: _____
Timothy Nelson
Partner

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


SELLER:


JACKSON BROADCASTING COMPANY

By: _____
Sherrell Jackson
President

BUYER:

**AUGUSTA RADIO FELLOWSHIP INSTITUTE,
INC.**

By:  _____
Clarence Barinowski
President

 Mark Barinowski
Vice President

ESCROW AGENT:

**BROOKS, PIERCE, MCLENDON, HUMPHREY &
LEONARD, LLP**

By: _____
Timothy Nelson
Partner