

## **ASSET PURCHASE AGREEMENT**

This Agreement, dated November 3rd, 2022, for the sale and purchase of substantially all the assets used or usable in the operation of FM Translator Station K243BN, Laveen, AZ (Facility ID# 92373) (hereinafter, the "Station"), is between Mountain Community Translators, LLC ("Seller"), a Wyoming Limited Liability Company which is now the owner, operator and licensee of the Station, and Media Sales LLC, an Arizona limited liability company ("Buyer").

In consideration of the mutual promises and covenants made in this Agreement, and in reliance upon the representations and warranties contained herein, the parties, intending to be legally bound, agree as follows:

### **ARTICLE 1**

#### **ASSETS TO BE CONVEYED**

At the Closing, Buyer shall purchase from Seller and Seller shall assign, convey, transfer and deliver to Buyer, by good and sufficient instruments, all of the tangible and intangible assets used or usable in or required for the operation of the Station (the "Purchased Assets"), said Assets to include all broadcast equipment, including all transmission and related equipment, the lease for the tower site on the current tower located at Shaw Butte, outside Phoenix, AZ (at a base rate of \$500 per month), documents, files, and records; but excluding cash and bank accounts. The assets conveyed will include all replacements and additions thereto between the date of this Agreement and Closing hereunder. All assets will be free and clear of all liens, encumbrances, and debts of any kind.

## **ARTICLE 2**

### **PURCHASE PRICE FOR ASSETS**

The purchase price to be paid by Buyer to Seller shall be FIFTY THOUSAND DOLLARS (\$50,000.00) to be paid by Buyer to Seller in cash at closing.

## **ARTICLE 3**

### **FCC CONSENT**

The consummation of this Agreement is subject to the prior receipt of consent of the Federal Communications Commission ("FCC"). As expeditiously as possible, Buyer and Seller will join in the preparation of an application for consent to assignment of the Station's FCC Licenses as contemplated herein (the "Application") and will, in any event, file the Application within ten (10) business days following the execution hereof. The parties will take or cooperate in taking all reasonable steps that are necessary and proper to the expeditious and diligent prosecution of the Application to a favorable conclusion.

## **ARTICLE 4**

### **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer as follows:

**Licenses and Authorizations** Seller is, and on the Closing Date will be, the holder of the Licenses relating to the Station, all of which are in full force and effect (and none of which shall be altered or modified between the date hereof and the Closing Date). The Licenses constitute all licenses, permits and authorizations from the FCC and other regulatory bodies which are required for the operation of the Station and the conduct of its business as conducted on the date hereof. There is not now, and on the Closing Date there

will not be any action by or before the FCC to revoke, cancel, rescind, modify, or refuse to renew in the ordinary course any of the Licenses, Order to Show Cause, Notice of Violation, Notice of Apparent Liability for Forfeiture, or Order of Forfeiture, against the Station after the execution and delivery hereof and Buyer is not so obligated.

## ARTICLE 5

### **REPRESENTATIONS and WARRANTIES OF BUYER**

Buyer represents, warrants and covenants to Seller as follows:

**Organization and Standing.** On the Closing Date Buyer will be a company duly organized, validly existing and in good standing with all requisite corporate power and authority to enter into and perform the terms of this Agreement, subject only to the issuance of the consent of the FCC with respect thereto.

## ARTICLE 6

### **TERMINATION**

This a Asset Purchase Agreement may be terminated by either Buyer or Seller if the anticipated Closing has not occurred within Six (6) months from the date of this Agreement with no further obligations by either party.

## ARTICLE 7

### **CONDITIONS OF CLOSING BY BUYER**

The obligations of Buyer hereunder are, at its option, subject to compliance with, on or prior to the Closing Date, each of the following conditions:

7.1 **FCC Consent.** The FCC shall have granted its consent to the transaction contemplated hereunder by granting the Application without imposing any conditions on grant which are materially adverse to Buyer or the Station, and such grant shall have become a Final Order.

**7.2 Representations and Warranties.** Seller's representations and warranties shall be true and correct in all material respects on and as of the Closing Date as though such representations and warranties were made at and as of such time.

**7.3 Compliance With Terms.** Seller shall have performed and complied with terms, covenants and conditions required by this Agreement to be performed and complied with by it on or before the Closing Date.

**7.4 FCC Licenses.** At the Closing, the FCC Licenses shall be assigned and transferred to Buyer, shall be valid and existing authorizations in every respect for the purposes of operating the Station, issued by the FCC under the Communications Act of 1934, as amended, for the full license term ending October 1, 2029, and shall contain no material adverse modifications of the terms of such Licenses from the terms as in effect as of the date of execution hereof.

## **ARTICLE 8**

### **CONDITIONS OF CLOSING OF SELLER**

The obligations of Seller hereunder are, at its option, subject to compliance with, on or prior to the Closing Date, each of the following conditions:

**8.1 FCC Consent.** The FCC shall have granted its consent to the transaction completed hereunder by granting the Application without imposing any conditions on grant which are materially adverse to Buyer or the Station and such grant shall have become a Final Order. The Station will continue to be authorized to operate with its currently licensed facilities on 96.5 MHz at the Shaw Butte tower site at the time of Closing. The CP (File # 0000201900) will not have been implemented as of Closing. Subject to FCC approval, the Station shall be allowed to remain silent until Closing.

**8.2 Receipt of Funds** Buyer shall have delivered the full purchase price in cash by wire transfer or acceptable certified funds to the Seller.

**8.3 Representations and Warranties.** Buyer's representations and warranties shall be true and correct on and as of the Closing Date as though such representations and warranties were made at and as of such time.

**8.4 Compliance with Terms.** Buyer shall have performed and complied with the terms, covenants and conditions required by this Agreement to be performed and complied with by it on or before the Closing Date.

## **ARTICLE 9**

### **CLOSING DATE AND PLACE**

The Closing shall occur, on a date (the "Closing Date") designated by the Buyer, but within ten (10) days after the Commission's consent to assignment of the FCC Licenses to Buyer has become a Final Order. The Closing shall be held at such place as the parties shall mutually agree. Buyer may, at its option, waive the requirement that the FCC's consent has become a Final Order.

## **ARTICLE 10**

### **CONTROL OF STATION**

Between the date of this Agreement and the Closing Date, Buyer shall not directly or indirectly control, supervise, or direct, or attempt to control, supervise, or direct the operations of the Station; such operations, including control and supervision of all Station programming, personnel and finances, shall be the sole responsibility of Seller.

## **ARTICLE 11**

### **BROKER**

Kozacko Media Services is the exclusive broker for this transaction. The Buyer shall be solely responsible for any and all fees involved.

**ARTICLE 12**

**COUNTERPARTS**

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

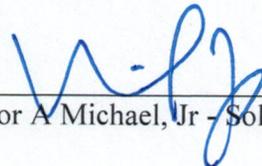
**ARTICLE 11**

**LAW GOVERNING**

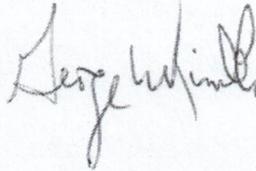
Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of November 3<sup>rd</sup>, 2022.

Mountain Community Translators, LLC

By   
Victor A Michael, Jr - Sole Member

Media Sales LLC



By George Kimble, Sole Member