

**LIMITED LIABILITY COMPANY  
MEMBERSHIP INTEREST PURCHASE AGREEMENT**

This **LIMITED LIABILITY COMPANY MEMBERSHIP INTEREST PURCHASE AGREEMENT** (this “**Agreement**”) is made and entered into as of this 17th day of May 2023, by and between **Dennis A. Black** (collectively “**Seller**”), and **Disruptor Radio LLC**, a Virginia limited liability company (“**Buyer**”). Seller and Buyer are sometimes individually referred to in this Agreement as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

**WHEREAS**, Seller owns 10.0 percent (10.0%) of the membership interests (the “**Membership Interests**”) in **Disruptor Radio LLC**, a Virginia limited liability company (the “**Company**”);

**WHEREAS**, the Company is the licensee of the following broadcast stations (collectively, the “**Stations**”) pursuant to licenses, permits, and other authorizations issued by the Federal Communications Commission (the “**FCC**”):

WJFN(AM), Chester, Virginia (FCC Facility ID No. 27440);  
WJFP(AM), Chester, Pennsylvania (FCC Facility ID No. 74166);  
WMLB(AM), Avondale Estates, Georgia (FCC Facility ID No. 87118);  
W224EB, Chester, Virginia (FCC Facility ID No. 202858);  
W277DL, Chester, Virginia (FCC Facility ID No. 200328); and  
W299DB, Richmond, Virginia (FCC Facility ID No. 51896);

**WHEREAS**, Seller desires to sell, assign, and transfer to Buyer and Buyer desires to purchase and acquire from Seller the Membership Interests; and

**WHEREAS**, the conveyance of the Membership Interests to Buyer requires the prior consent of the FCC.

**AGREEMENTS**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, the Parties, intending to be legally bound, agree as follows:

**1. SALE OF MEMBERSHIP INTERESTS.**

In accordance with the terms and conditions set forth in this Agreement, on the Closing Date (as defined in **Section 3** hereof), Seller agrees to assign, transfer, convey, and deliver to Buyer, and Buyer agrees to purchase and acquire from Seller, all right, title, and interest of Seller in and to the Seller’s 10.0 percent (10.0%) membership interest (the “**Membership Interests**”) held in the Company.

## 2. PURCHASE PRICE.

The purchase price for the Membership Interests is **Forty-Eight Thousand Dollars (\$48,000.00)** (the “**Purchase Price**”). Subject to the prorations and adjustments described in **Section 2.3** hereof, Buyer will pay the Purchase Price to Seller on the Closing Date by wire transfer of immediately available funds.

## 3. CLOSING.

The consummation of the transactions contemplated in this Agreement (the “**Closing**”) will occur: (a) within ten (10) business days after the FCC Consent (as defined in **Section 4.1** hereof) to the transfer of control of the Company; or (b) at such later date as may be mutually agreed to by the Parties (the “**Closing Date**”).

## 4. FCC APPROVAL.

**4.1 FCC Consent.** The occurrence of the Closing is subject to and conditioned upon prior FCC consent (the “**FCC Consent**”) to the transfer of control of the Membership Interests to Buyer.

**4.2 FCC Application.** Within five (5) business days following the date of execution of this Agreement, Seller and Buyer will file an application with the FCC (the “**FCC Application**”) requesting the FCC Consent. Buyer and Seller will diligently prosecute the FCC Application and otherwise use their best efforts to obtain the FCC Consent as soon as possible.

**4.3 Cooperation.** Seller and Buyer will notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Seller and Buyer will furnish each other with information and assistance as the other may reasonably request in connection with the preparation of any governmental filing hereunder.

## 5. SELLER’S REPRESENTATIONS AND WARRANTIES.

Seller hereby makes the following representations and warranties to Buyer:

**5.1 Organization and Authority.** The Company is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Virginia. The Company has all requisite corporate power and authority to own, lease, operate or otherwise hold the Stations’ assets owned, leased, or otherwise held by it and to carry on the business and operations of the Station as now being conducted. Seller has all requisite capacity to enter into this Agreement and to consummate the transactions contemplated hereby. Seller’s execution, delivery, and performance of this Agreement and the transactions contemplated hereby constitutes the valid and binding obligation of Seller, enforceable in accordance with its terms.

**5.2 No Conflicts.** Except for the FCC Consent, the execution and delivery of this Agreement must not: (a) violate, conflict with, or result in any breach or default of any provision of the organizational documents of Seller or the Company; (b) require the consent of

any third party not affiliated with Seller, other than consents which will be received before the Closing; (c) violate any applicable statute, ordinance, law, judgment, settlement, order, injunction, decree, rule, regulation, or ruling of any court, administrative agency, commission, or other governmental authority or instrumentality (a “**Governmental Authority**”) applicable to Seller or the Company; and (d) either alone or with the giving of notice or the passage of time, violate the terms, conditions, or provisions of, or constitute a default or breach under, any agreement, instrument, license, or permit to which Seller or the Company is now subject.

### **5.3 Membership.**

(a) The current membership interests in the Company are listed in **Schedule 5.3(a)** hereto. There are no membership interests in the Company that have not been issued or are outstanding.

(b) Seller owns and holds all legal and beneficial right, title, and interest in and to the Membership Interests, free and clear of liens.

(c) John Fredericks is the Managing Member of the Company. The minute books of the Company contain accurate records of all meetings of, and corporate actions taken by (including actions taken by written consent) the members and the Managing Member of the Company.

**5.4 Compliance with Law.** The Stations and the operations thereof comply in all material respects with the Communications Act of 1934, as amended (the “**Communications Act**”), and all rules, regulations, and written policies of the FCC thereunder.

**5.5 Litigation.** There is no action, suit, litigation, inquiry, judicial or administrative proceeding, or arbitration pending or, to the knowledge of Seller, threatened against Seller, the Company, or the Stations. No complaint was filed during the present FCC license terms of the Station before any Governmental Authority that alleges unlawful discrimination in the employment practices of the Company with respect to the Stations.

**5.6 Broker, Commission, or Finder’s Fees.** Neither Seller nor any entity acting on behalf of Seller has agreed to pay a broker’s commission, finder’s fee, or similar payment in connection with this Agreement or any matter related hereto.

**5.7 No Other Representations or Warranties by Seller.** Buyer agrees that, except for the representations and warranties (including the schedules with respect thereto) made by Seller and set forth in this **Section 5**, neither Seller nor any representative of Seller has made and must not be construed as having made to Buyer or to any representative of Buyer, and neither Buyer nor any representative of Buyer has relied upon, any other representation or warranty of any kind with respect to the subject matter of this Agreement.

## **6. BUYER'S REPRESENTATIONS AND WARRANTIES.**

Buyer hereby makes the following representations and warranties to Seller:

**6.1 Capacity and Binding Effect.** Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the Commonwealth of Virginia. Buyer has all requisite capacity to enter into this Agreement and to consummate the transactions contemplated hereby. Buyer's execution, delivery, and performance of this Agreement and the transactions contemplated constitutes the valid and binding obligation of Buyer, enforceable in accordance with its terms.

**6.2 Qualification.** Buyer is legally, financially, and otherwise qualified to be the acquire and own the Membership Interests under the Communications Act and the FCC's rules, regulations, and policies. There are no facts that would disqualify Buyer as an assignee of the Membership Interests or as an attributable interest holder in the the Stations. There is no action, suit, or proceeding pending or threatened against Buyer which could materially adversely affect Buyer's ability to perform its obligations hereunder.

**6.3 No Conflicts.** Except for the FCC Consent contemplated in this Agreement, the execution, delivery, and performance of this Agreement by Buyer must not: (a) require the consent of any third party not affiliated with Buyer, other than consents which will be received before the Closing; (b) violate any applicable statute, ordinance, law, judgment, settlement, order, injunction, decree, rule, regulation, or ruling of any Governmental Authority applicable to Buyer; and (c) either alone or with the giving of notice or the passage of time, violate the terms, conditions, or provisions of, or constitute a default or breach under, any agreement, instrument, license, or permit to which Buyer is now subject.

**6.4 Litigation; Compliance with Law.** There is no litigation, administrative action, suit, claim, arbitration, or other proceeding, or petition, complaint, or investigation before any court or Governmental Authority pending against Buyer that would adversely affect Buyer's ability to perform its obligations pursuant to this Agreement or the agreements to be executed by Buyer in connection herewith. Buyer has committed no violation of any applicable law, statute, regulation, or ordinance or any other requirement of any Governmental Authority or court which would have an adverse effect on Buyer or Buyer's ability to perform Buyer's obligations pursuant to this Agreement or the agreements to be executed in connection herewith.

**6.5 Broker, Commission, or Finder's Fees.** Neither Buyer nor any entity acting on behalf of Buyer has agreed to pay a broker's commission, finder's fee, or similar payment in connection with this Agreement or any matter related hereto.

## **7. JOINT COVENANTS.**

The Parties covenant and agree that, pending the Closing and except as otherwise agreed to in writing, the Parties will act in accordance with the following:

**7.1 Confidentiality.** Each Party must hold in confidence, and will cause its respective directors, officers, employees, accountants, counsel, financial advisors, and other

representatives and affiliates to hold in confidence, all non-public information received from the other Party (collectively, “**Confidential Information**”); *provided, however*, that the term “Confidential Information” does not include any information that: (a) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of a disclosure directly or indirectly by the Party which received such information (the “**Recipient**”)); (b) was available to the Recipient from a source other than the other Party; or (c) has been independently acquired or developed by the Recipient without violating any of its obligations under this Agreement. The obligation to keep Confidential Information confidential must not apply to any information that is required to be disclosed pursuant to any court action or any proceeding before a Governmental Authority. If this Agreement is terminated for any reason, each Party, upon the request of the other Party, will promptly return to the requesting Party all copies of Confidential Information in its possession and will destroy all analysis, studies, and documents prepared by it which contain any Confidential Information.

**7.2 Cooperation.** Buyer and Seller will cooperate fully with one another in taking any actions, including actions to obtain the required consent of any Governmental Authority or any third party necessary or helpful to accomplish the transactions contemplated by this Agreement.

**7.3 Public Announcements.** Before the Closing, neither Buyer nor Seller may issue any press release or make any public disclosure with respect to the transactions contemplated by this Agreement without the prior written approval of the other Party, except: (a) Buyer and Seller may make any disclosure as may be required by applicable law – including, but not limited to, the broadcast and publication of notices announcing the filing of the FCC Application as required by the FCC’s rules, regulations, and policies; and (b) Buyer and Seller may each continue such communications as may be legally required or necessary or appropriate and not inconsistent with the best interests of the other Party or the prompt consummation of the transactions contemplated herein.

## **8. BUYER’S CLOSING CONDITIONS.**

The obligations of Buyer hereunder are, at its option (other than with respect to the condition that the FCC Consent has been issued as provided in **Section 8.3** hereof, which condition may not be waived), subject to satisfaction at or before the Closing Date of all the following conditions:

**8.1 Representations and Warranties.** All representations and warranties of Seller made in this Agreement or in any schedule or document delivered pursuant hereto must be true and complete in all material respects as of the date hereof and on and as of the Closing Date as if made on and as of that date, except for changes expressly permitted or contemplated by the terms of this Agreement and except those given as of a specified date.

**8.2 Compliance with Agreement.** On or before the Closing Date, Seller must have complied with and performed all of the terms, covenants, and conditions to be complied with and performed by Seller under this Agreement.

**8.3 FCC Consents.** The FCC Consent must be obtained without any conditions that are materially adverse to Buyer and no court or governmental order prohibiting Closing must be in effect.

**8.4 Adverse Proceedings.** No injunction, order, stipulation, settlement, writ, decree, or judgment of any court, agency, or other Governmental Authority has been rendered against Seller or Buyer which would render it unlawful, as of the Closing Date, to effectuate the transactions contemplated by this Agreement in accordance with its terms.

**8.5 Closing Documents.** Seller must have delivered or caused to be delivered to Seller, on the Closing Date, the Closing documents specified in **Section 10.1** hereof.

## **9. SELLER'S CLOSING CONDITIONS.**

The obligations of Seller hereunder are, at his option (other than with respect to the condition that the FCC Consent has been issued as provided in **Section 9.3** hereof, which condition may not be waived), subject to satisfaction at or before the Closing Date of all of the following conditions:

**9.1 Representations, Warranties, and Covenants.** All representations and warranties of Buyer made in this Agreement or in any schedule or document delivered pursuant hereto, must be true and complete in all material respects as of the date hereof and on and as of the Closing Date as if made on and as of that date, except for changes expressly permitted or contemplated by the terms of this Agreement and except those given as of a specified date.

**9.2 Compliance with Agreement.** On or before the Closing Date, Buyer must have complied with and performed all of the terms, covenants, and conditions to be complied with and performed by Seller under this Agreement.

**9.3 FCC Consent.** The FCC Consent must be obtained and no court or governmental order prohibiting Closing must be in effect.

**9.4 Adverse Proceedings.** No injunction, order, stipulation, settlement, decree, judgment, or writ of any court, agency, or other Governmental Authority has been rendered against Buyer or Seller which would render it unlawful, as of the Closing Date, to effectuate the transactions contemplated by this Agreement in accordance with its terms.

**9.5 Closing Documents.** Buyer must have delivered or caused to be delivered to Seller, on the Closing Date, the Closing documents specified in **Section 10.2** hereof.

## **10. CLOSING DOCUMENTS.**

**10.1 Seller's Closing Documents.** At the Closing, Seller will deliver the following documents to Buyer at the expense of Seller and in proper form for recording when appropriate:

(a) **Transfer Documents.** Such bills of sale, assignments, and other good and sufficient instruments of transfer as Buyer may reasonably request in order to convey and transfer to Buyer title to the Membership Interests; and

(b) **Other Documents.** Such additional information and materials as Buyer may reasonably request.

**10.2 Buyer's Closing Documents.** At the Closing, Buyer will deliver the following to Seller at the expense of Buyer:

(a) **Payment of the Purchase Price.** Confirmation of payment of the Purchase Price by wire transfer in immediately available funds of the amount specified in **Section 2.1** hereof, subject to any adjustments; and

(b) **Other Documents.** Such additional information and materials as Seller may reasonably request.

## **11. TRANSFER TAXES, FEES, AND EXPENSES.**

**11.1 Transfer Taxes and Similar Charges.** Any sales or transfer taxes incurred as a result of the Closing must be paid by Buyer.

**11.2 FCC Filing Fee.** Buyer is responsible for payment of the filing fee for the FCC Application.

**11.3 Expenses.** Each Party is solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation, and performance of and compliance with the terms of this Agreement.

## **12. SURVIVAL.**

The representations and warranties in this Agreement will survive Closing for a period of twelve (12) months from the Closing Date whereupon they will expire and be of no further force or effect.

## **13. INDEMNIFICATION.**

**13.1 Seller's Indemnification of Buyer.** From and after the Closing, Seller agrees to defend, indemnify, and hold Buyer harmless from and against any and all losses, costs, damages, liabilities, and expenses, including reasonable attorneys' fees and expenses ("**Damages**") incurred by Buyer arising out of or resulting from: (a) any breach of any representation or warranty of Seller hereunder; or (b) any breach or default by Seller of any covenant or agreement under this Agreement.

**13.2 Buyer's Indemnification of Seller.** From and after the Closing, Buyer agrees to defend, indemnify, and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from: (a) any breach of any representation or

warranty of Buyer hereunder; or (b) any breach or default by Buyer of any covenant or agreement under this Agreement.

**13.3 Procedures.** The indemnified Party (the “**Indemnified Party**”) will provide prompt written notice to the indemnifying Party (the “**Indemnifying Party**”) of any demand, suit, claim, or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder against the Indemnifying Party (a “**Claim**”), but a failure to give such notice or delaying such notice must not affect the Indemnified Party’s right to indemnification and the Indemnifying Party’s obligation to indemnify as provided in this Agreement, except to the extent the Indemnifying Party’s ability to remedy, contest, defend, or settle with respect to such Claim is thereby prejudiced. The obligations and liabilities of the Parties with respect to any Claim will be subject to the following terms and conditions:

(a) The Indemnifying Party must have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim;

(b) If the Indemnifying Party elects not to undertake such defense or opposition, or, within twenty (20) days after written notice (which will include a description of background information explaining the basis for such Claim) of any such Claim from the Indemnified Party, the Indemnifying Party fails to undertake to defend or oppose, the Indemnified Party (upon further written notice to the Indemnifying Party) must have the right to undertake the defense, opposition, compromise, or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the Indemnifying Party (subject to the right of the indemnifying Party to assume defense of or opposition to such Claim at any time before settlement, compromise, or final determination thereof);

(c) Anything herein to the contrary notwithstanding: (i) the Indemnified Party must 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 may not, without the Indemnified Party’s written consent, settle, or compromise any Claim or consent to entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect of such Claim; and (iii) if 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, will have the right to consult with the Indemnifying Party and its counsel or other representatives concerning such Claim and the Indemnifying Party and the Indemnified Party and their respective counsel or other representatives will cooperate in good faith with respect to such Claim; and

(d) The Indemnifying Party will pay all undisputed claims within thirty (30) days after receiving notice of the Claim. “**Disputed Claims**” means claims for Damages by an Indemnified Party which the Indemnifying Party objects to in writing within thirty (30) days after receiving notice of the Claim. If there is a Disputed Claim with respect to any Damages, the Indemnifying Party will be required to pay the Indemnified Party the amount of such Damages for which the Indemnifying Party has, pursuant to a final determination, been found liable within ten (10) days after there is a final determination with respect to such Disputed



Claim. A final determination of a Disputed Claim will be: (i) a judgment of any court determining the validity of a Disputed Claim, if no appeal is pending from such judgment and if the time to appeal therefrom has elapsed; (ii) an award of any arbitration determining the validity of such disputed claim, if there is not pending any motion to set aside such award and if the time within which to move to set aside such award has elapsed; (iii) a written termination of the dispute with respect to such claim signed by the parties thereto or their attorneys; (iv) a written acknowledgment of the Indemnifying Party that it no longer disputes the validity of such claim; or (v) such other evidence of final determination of a Disputed Claim acceptable to the Parties. No undertaking of defense or opposition to a Claim will be construed as an acknowledgment by such Party that it is liable to the Party claiming indemnification with respect to the Claim at issue or other similar Claims.

#### **14. TERMINATION.**

**14.1 Termination.** This Agreement may be terminated at any time before the Closing as follows:

- (a) by 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 it on the Closing Date, or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);
- (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 it on the Closing Date, or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);
- (d) by written notice of either Party to the other if the FCC denies the FCC Application;
- (e) by written notice of Buyer to Seller if the FCC Consent includes a condition that is materially adverse to Buyer; and
- (f) by written notice of either Party to the other if the Closing is not consummated on or before the date twelve (12) months after the date of this Agreement and the Party seeking to terminate this Agreement is not then in breach of this Agreement.

**14.2 Cure Period.** 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 for a period of thirty (30) 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 will continue as long as such diligent efforts to cure continue, but not beyond the Closing Date.

**14.3 Specific Performance.** Seller agrees that the Membership Interests are unique and cannot be readily obtained on the open market and that Buyer will be irreparably injured if this Agreement is not specifically enforced. Therefore, if Buyer institutes any action specifically to enforce Seller's performance under this Agreement, Seller agrees to waive the defense that Buyer has an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy.

## **15. MISCELLANEOUS.**

**15.1 Further Assurances.** After the Closing, each Party will from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments and take such other actions as may reasonably be requested to more effectively consummate the transactions contemplated hereby to exchange assets and assume obligations as contemplated by this Agreement.

**15.2 Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, *provided, however*, that Buyer may assign this Agreement upon prior written notice to (but without having first received consent of) Seller if such assignment is to an entity controlled by Buyer and such assignment does not cause delay in processing the FCC Application or delay the FCC Consent. Notwithstanding the foregoing, no assignment of this Agreement will relieve any Party of its obligations hereunder. With respect to any permitted assignment, the Parties will take all such actions that are reasonably necessary to effectuate such assignment, including but not limited to cooperating in any appropriate filings with the FCC or other governmental authorities. All covenants, agreements, statements, representations, warranties, and indemnities in this Agreement by and on behalf of any of the Parties hereto are binding and inure to the benefit of the respective successors and permitted assigns of the Parties.

**15.3 Amendments.** No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement will be effective unless evidenced by an instrument in writing signed by the Party against whom enforcement of any waiver, amendment, change, extension, or discharge is sought.

**15.4 Headings.** The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

**15.5 Governing Law and Venue.** The laws of the Commonwealth of Virginia govern all matters arising under or relating to this Agreement, exclusive of those relating to conflicts of laws.

**15.6 Notices.** Any notice, demand, or request required or permitted to be given under the provisions of this Agreement must be in writing, and will be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery

service for next morning delivery or when delivered by electronic transmission, and must be addressed as follows (or to such other address as any Party may request by written notice):

**If to Seller:** Dennis A. Black  
416 Willow Brook Way  
Chesapeake, VA 23320

*with a copy (which may not constitute notice) to:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**If to Buyer:** Disruptor Radio LLC  
5302 Coleway Drive  
Holly Springs, NC 27540  
Attn: John Fredericks, Manager

*with a copy (which may not constitute notice) to:*

Wilkinson Barker Knauer, LLP  
1800 M Street, NW, Suite 800N  
Washington, DC 20036  
Attn: Davina S. Sashkin, Esq.

**15.7 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Signatures on this Agreement transmitted electronically will be deemed to be original signatures for all purposes of this Agreement.

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

**15.9 Severability.** The Parties agree that if one or more provisions contained in this Agreement is deemed or held to be invalid, illegal, or unenforceable in any respect under any applicable law, this Agreement will be construed with the invalid, illegal, or unenforceable provision deleted, and the validity, legality, and enforceability of the remaining provisions contained herein will not be affected or impaired thereby.

**15.10 Entire Agreement.** This Agreement, and the Schedules thereto, embodies the entire agreement and understanding of the Parties, and supersedes any and all other prior agreements, arrangements, and understandings relating to the matters provided for herein.

**15.11 Interpretation.** In this Agreement, the singular includes the plural and the plural the singular; the word "it" includes all pronouns connoting other genders, as the

context requires; the words “including,” “includes” and “include” is deemed to be followed by the words “without limitation;” references to Sections or Schedules are to those of this Agreement unless otherwise indicated; references to laws and regulations, unless otherwise specified, includes all corresponding provisions of subsequent or superseding laws and regulations affecting the same; references to agreements and other contractual instruments, unless otherwise specified, includes all subsequent amendments and other modifications to such instruments in accordance with the terms thereof; the phrase “and/or” means the words both preceding and following such phrase, or either of them; and “days” refers to calendar days unless otherwise indicated.

**[SIGNATURE PAGE FOLLOWS]**

**SIGNATURE PAGE TO LIMITED LIABILITY COMPANY**  
**MEMBERSHIP INTEREST PURCHASE AGREEMENT**

IN WITNESS WHEREOF, each of the Parties have caused this Limited Liability Company Membership Interest Purchase Agreement to be duly executed and delivered as of the date first above written.

**SELLER: DENNIS A. BLACK**

By: Dennis A. Black

5/16/23

**BUYER: DISRUPTOR RADIO LLC**

By: John Fredericks  
John Fredericks, Manager

5/17/23

**Schedule 5.3(a)**

**Current Membership Interests**

<b><u>Name</u></b>	<b><u>Title</u></b>	<b><u>Membership Interest</u></b>
John Fredericks	Managing Member	80.0%
Dennis A. Black	Member	10.0%
Anita L. Fredericks	Member	10.0%