

ASSET PURCHASE AGREEMENT

THIS AGREEMENT, dated as of the 28th day of December 2023, by and between CB Radio, Inc., a Tennessee corporation ("CBR" or Seller"); and Kenneth C. Hill, an adult resident of the state of Tennessee (hereinafter "KCH" or "Buyer"):

WHEREAS, CBR is the licensee and operator of AM Broadcast Station WBEJ, 1240 kHz and its related FM Translator Station W300CC, 107.9 MHz, Elizabethton, Tennessee, FCC Facility ID # 9431 and #87019, respectively ("the Stations"); and

WHEREAS, the Seller desires to sell and the Buyer desires to purchase the assets and government authorizations of the Stations in order to serve the public interest, convenience, and necessity; and

WHEREAS, the grant by the Federal Communications Commission ("Commission" or "FCC") of an application on FCC Form 2100 (Schedule 314) for Commission consent for assignment of the license of the Stations (which will contain this Agreement), is an express condition precedent to the obligation of the Buyer to consummate this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. **Assets to Be Sold.** In consideration for the payments and other good and valuable consideration stated in the paragraphs below, and upon the terms and conditions set forth herein, on the Closing Date, Seller shall sell, assign, transfer, convey, and deliver to Buyer free and clear of all liens, claims, encumbrances, security interests, charges, and restrictions, except as specifically stated in Paragraphs 3 and 4 below, all of the assets described as follows (hereinafter "the Sale Assets"):

a. The FCC licenses for the Stations attached in Schedule A and incorporated by reference herein, to wit: All of Seller's right, title, and interest in and to the license for the Stations granted by the FCC through and including their expiration dates of October 1, 2027, together with any modifications thereof and any auxiliary licenses associated with the Stations.

b. On an "as is where is" basis with no warranties of merchantability or fitness for intended purpose, all items of personal property exclusively used by the Stations including, but not limited to, the items listed on Schedule B attached hereto and

incorporated by reference herein, including Station WBEJ's antenna tower and ground system;

c. The following parcels of real estate in fee simple absolute: (i) underlying the transmitter site of WBEJ and W300CC, identified as FCC Antenna Structure Registration Number 1237701 located east of Bradley Street, Elizabethton, TN 37643; and (ii) the parcel at 510 Broad Street, Elizabethton, TN 37643 underlying the Stations studios and offices. Legal descriptions of both parcels are attached hereto as Schedule C incorporated herein by reference;

d. Those operating contracts, leases and agreements, if any, listed on Schedule D attached hereto and incorporated herein by reference;

e. All records pertaining to the Stations required by the FCC to be maintained by Seller, including the Stations's 47 C.F.R. §73.3527 "Public File"; and

f. The call letters "WBEJ" and "W300CC" as well as any other intellectual property uniquely associated with the Stations.

2. **Purchase Price for Sale Assets.** As the consideration for Seller's sale to Buyer of all of the Sale Assets listed in the preceding paragraph, Buyer shall pay to Seller a purchase price of THREE HUNDRED SEVENTY THOUSAND DOLLARS (\$370,000.00), to be paid as follows: (a) as of the date hereof, a cash earnest money payment of EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS (\$18,500.00) (the "Deposit"), has been delivered to Kozacko Media Services ("Escrow Agent") pursuant to an Escrow Agreement to be executed simultaneously herewith; and (b) on the Closing Date (as defined below), (i) Escrow Agent shall deliver the Deposit to Seller in cash by bank wire transfer, and (ii) Buyer shall deliver the balance of the purchase price, THREE HUNDRED FIFTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$351,500.00), in cash by bank wire transfer plus or minus any adjustments or set-offs permitted by this Agreement.

3. **Cash; Accounts Receivable; Excluded Assets.** It is specifically agreed and understood that any cash on hand at the Stations as of the Closing Date shall be retained by the Seller.

4. **No Liabilities Assumed Other Than Those Expressly Disclosed.** The parties hereto agree and understand that this Agreement is for a sale and purchase of the Sale Assets free and clear of any liens or other encumbrances as of the Closing Date. There are no contracts, leases, and/or understandings to be

assigned by Seller and assumed by Buyer. Therefore, Buyer does not assume, pay or discharge any debts or obligations of Seller with respect to the Stations.

5. **Commission Consent.** It is understood and agreed by all parties that the prior written consent of the Commission to an application on FCC Form 2100 (Schedule 314) for consent to the voluntary assignment of the licenses of the Stations (the "Application") is required before consummation of this Agreement can occur. The Application shall be filed as soon after the date hereof as is practicable. Except as otherwise provided herein, each party shall pay its own legal fees and other expenses incurred with the preparation and execution of this Agreement and the Application. Seller agrees to pay the required application processing fees to the FCC at the time of filing the FCC Form 2100 application.

6. **Closing Date.** The parties hereto agree and understand that this transaction may not be consummated unless and until the FCC shall have granted the FCC Form 2100 application described in the preceding section. The Closing Date will be a weekday no later than the fifth (5th) business day subsequent to the date upon which the consent of the FCC to said FCC Form 2100 application has been granted by the FCC or its staff acting pursuant to delegated authority ("Staff Grant"); provide that, in the event that a Petition to Deny or an Informal Objection to said application shall have been filed prior to Staff Grant, Buyer shall have the right to wait to close until five (5) business days subsequent to the day upon which the grant of said FCC Form 314 application has become final and no longer subject to administrative or judicial action, review, rehearing or appeal (a "Final Order"). It is contemplated that the actions of the parties required to effectuate the Closing will be performed by mail, and/or electronically (*i.e.*, via bank wire transfer, e-mail and/or telephonic facsimile) and/or courier service.

7. **Time of the Essence.** Time is of the essence in the completion of this Agreement and the consummation thereof.

8. **Seller's Representations and Warranties.** Seller hereby represents and warrants to the best of its knowledge each of the following, the truth and accuracy of which has induced Buyer to enter into this Agreement:

a. *Organization, Standing and Authority.* CBR is a corporation duly organized and validly existing under the laws of the State of Tennessee. CBR has all requisite individual or corporate power and authority (i) to own, lease, and use the Sale

Assets as now owned, leased, and used, (ii) to conduct the business and operations of the Stations as now conducted, and (iii) to execute and deliver this Agreement and the documents contemplated hereby and thereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Seller hereunder and thereunder. Seller is not a participant in any joint venture or partnership with any other person or entity with respect to any part of the operations of the Stations or any of the Sale Assets.

b. *Authorization and Binding Obligation.* The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of Seller and its owners. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid, and binding obligations of Seller, enforceable against it in accordance with their respective terms except as the enforceability of this Agreement and the may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally, and by judicial discretion in the enforcement of equitable remedies.

c. *Absence of Conflicting Agreements.* Subject to obtaining the FCC's consent to the Application, the execution, delivery, and performance by Seller of this Agreement and the documents contemplated hereby and thereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third Parties; (ii) will not conflict with any provision of the organizational documents of Seller; (iii) will not conflict with, result in a breach of, or constitute a default under, any applicable law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Seller is a Party or by which Seller may be bound; and (v) will not create any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon any of the Sale Assets.

d. *Governmental Licenses.* Seller has delivered to Buyer true and complete copies of the FCC licenses for the Stations. CBR is the authorized legal holder of said FCC Licenses. To the best of CBR's knowledge, said FCC Licenses comprises all of the licenses, permits, and other authorizations required from any governmental or regulatory authority for the lawful conduct of the business and operations of the Stations. Both WBEJ and W300CC are on the air as of the date hereof.

e. *Title and Condition of Tangible Personal Property.* Schedule B lists all material items or groups of items of tangible personal property being sold and conveyed in this transaction ("Tangible Personal Property"). Seller owns and has good title to each item of Tangible Personal Property, and on the Closing Date, none of the Tangible Personal Property owned by Seller will be subject to any security interest, mortgage, pledge, conditional sales agreement, or other lien or encumbrance. All items of Tangible Personal Property are sold "as is where is" with no warranties, express or implied, of merchantability or fitness for intended purpose.

f. *Consents.* Except for the FCC Consent described in Paragraph 6 above ("Consents"), no third party consents are required (i) to consummate this Agreement and the transactions contemplated hereby, or (ii) to permit Seller to assign or transfer the Assets to Buyer.

g. *Intangibles.* No intangible personal property other than the Stations' FCC Licenses and their call letters are being sold hereunder.

h. *Reports.* All material reports, and statements that Seller is currently required to file with the FCC or with any other governmental agency with respect to the Stations have been or will be filed as of the Closing Date, and all reporting requirements of the FCC and other governmental authorities having jurisdiction over Seller with respect to the Stations have been or will be, as of the Closing Date, complied with in all material respects. All of such reports and statements are or will be, as of the Closing Date, substantially complete and correct as filed.

i. *Personnel.* No employees of Seller will become employees of the Buyer as a result of the transactions contemplated by this Agreement.

j. *Claims and Legal Actions.* Except for any routine investigations or rulemaking proceedings generally affecting the broadcasting industry, or as set forth more completely on Schedule E, Seller has no knowledge of any other claim, legal action, counterclaim, suit, arbitration, governmental investigation or other legal, administrative, or tax proceeding, nor any order, decree or judgment, in progress or pending, or to Seller's knowledge threatened, against or relating to Seller with respect to its ownership or operation of the Stations.

k. *Broker.* Seller has been assisted by Kozacko Media Services (Kozacko) in this transaction and is responsible for the

payment of commissions and fees that may be owing to it in connection with the transactions contemplated by this Agreement. Other than Kozacko, Seller knows of no liability for any finders' or brokers' fees or commissions with any other person or entity in connection with the transactions contemplated by this Agreement.

9. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller, to the best of its knowledge, the truth and accuracy of each of the following being expressly material to Seller's execution of this Agreement, as follows:

a. *Organization, Standing and Authority.* Buyer is an adult individual who resides in the State of Tennessee. Buyer has all requisite corporate power and authority (i) to own and use the Sale Assets as now owned and used, (ii) to conduct the operations of the Stations, and (iii) to execute and deliver this Agreement and the documents contemplated hereby and thereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Buyer hereunder and thereunder.

b. *Authorization and Binding Obligation.* The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary actions on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with its respective terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

c. *Absence of Conflicting Agreements.* Subject to obtaining the Consents, the execution, delivery, and performance by Buyer of this Agreement and the documents contemplated hereby and thereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third Party; (ii) will not conflict with the Articles of Incorporation or By-laws of Buyer; (iii) will not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; or (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Buyer is a Party or by which Buyer may be bound, such that Buyer could not acquire or operate the Sale Assets.

d. *Broker.* Neither Buyer nor any person acting on Buyer's behalf has incurred any liability for any finders' or brokers' fees or commissions in connection with the transactions contemplated by this Agreement.

e. *Qualification.* Buyer is legally and financially qualified, including but not limited to the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC to acquire the Stations and to timely consummate all of the transactions called for herein, and no waiver will be necessary under the rules, regulations and policies of the FCC for Buyer to acquire the Stations.

f. *Claims and Legal Actions.* There is currently no litigation pending or to the knowledge of Buyer, threatened, against or relating to Buyer that would prevent or materially impede the consummation of the transactions contemplated by this Agreement, nor does Buyer know of any basis, including performance of Buyer's obligations set forth herein, for such litigation.

10. **Conditions Precedent to Buyer's Obligation to Closing.** The obligations of Buyer under this Agreement are, at its election, subject to the fulfillment on or prior to the Closing Date of each of the following conditions precedent. The parties agree and understand that Buyer's decision to enter into and perform under the terms of this Agreement has been materially premised upon the fulfillment of each of the following conditions, and Seller agrees that all of them are material:

a. The FCC Form 2100 application described above shall have been granted.

b. That all representations and warranties of the Seller contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time except to the extent that breaches of the representations and warranties of Seller materially adversely affect the Stations taken as a whole.

c. That Seller shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

d. Seller shall have made or stand willing to make all the deliveries to Buyer at Closing, which shall include various instruments and documents, all of which shall be in a form reasonably satisfactory to Buyer and its counsel, to wit:

i. One or more bills of sale for all the tangible personal property to be sold under this Agreement;

ii. An assignment of Seller's rights in the FCC License for the Stations;

e. No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any Party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby.

11. **Conditions Precedent to Seller's Obligations.** The obligations of Seller under this Agreement are, at its election, subject to the satisfaction on or prior to the Closing Date of each of the following conditions precedent:

a. That the FCC Form 2100 application described above shall have been granted;

b. All of the representations and warranties made by Buyer herein shall be in all material respects true and correct as of the Closing Date;

c. Buyer shall pay the consideration in the manner prescribed in Paragraph 2 above;

d. There shall have been no material breach by Buyer in the performance of any of its covenants or agreements contained herein.

12. **Mutual Cooperation.** The parties agree and pledge to each other total mutual cooperation to achieve approval by the Commission of the Application including, but not limited to, prosecuting the Application in good faith and in due diligence so as to achieve grant and finality thereof as expeditiously as practicable, and to take no action to delay or defeat approval.

13. **Termination.**

a. In the event that Commission approval of the assignment of the FCC Licenses of the Stations from Seller to Buyer shall not have been granted by June 30, 2024, either party shall have the right to unilaterally terminate this agreement by giving written notice to the other party of its intention to do so,

provided, however, that the party seeking to so terminate is not itself in material breach hereof. Upon such notice, this Agreement shall have no further force and effect.

b. If the Commission designates the application contemplated by this Agreement for hearing, either party shall have the option of terminating this Agreement by notice to the other party prior to the commencement of the hearing if the terminating party shall not be in default under the provisions of this Agreement; provided that the terminating party shall not be entitled to terminate this Agreement if the hearing results from or was caused by (i) any failure on the part of such party to furnish or make available to the Commission information required to be supplied by such party, or (ii) the willful furnishing by such party of incorrect, inaccurate, or incomplete information to the Commission, or (iii) a protest resulting from the solicitation of such protest by the party seeking to terminate this Agreement.

14. **Seller's Default; Specific Performance.** It is agreed and understood that the Sale Assets are unique, as Station WBEJ is the only AM Broadcast Station authorized by the Commission to operate at Elizabethton, Tennessee. Therefore, in the event of Seller's breach of this Agreement which is the result of Seller's refusal to sell the Stations to Buyer despite Buyer being ready, willing and able to close, Buyer may and shall be entitled to seek the equitable remedy of specific performance to enforce Seller's obligations hereunder to sell the Stations to Buyer. Accordingly, Seller waives any defense to such action in equity that Buyer has an adequate remedy at law. In other situations where Buyer has a claim that Seller has breached this Agreement (for example, should certain tangible assets not be in condition comparable to that during the period immediately prior to execution of this Agreement), Buyer shall give written notice to Seller, and Seller shall have ten (10) Business Days in which to cure such breach. In the event Buyer elects to pursue specific performance against Seller, then specific performance shall be Buyer's sole remedy under this Agreement.

15. **Risk of Loss; Set-off.** Seller shall bear all risk of loss in connection with the Stations prior to the Closing Date. In the event that prior to the Closing Date the Stations, or any of the Sale Assets which are material to the operation of the Stations, be substantially damaged or destroyed and not replaced or promptly repaired, then Buyer at its sole option may agree to consummate its purchase of the Stations upon an agreement of set-off or credit for such damaged or destroyed Sale Assets having been reached; if Seller and Buyer cannot agree as to an appropriate set-off or credit for such damaged or destroyed assets, Seller and

Buyer shall submit the dispute to the nearest office of the American Arbitration Association for resolution. The cost of such arbitration shall be equally shared by Buyer and Seller.

16. **Allocations.** The parties will cooperate with each other in the preparation of IRS Form 8594 should this be deemed necessary by the parties' respective tax advisors.

17. **Bankruptcy; Contingent or Undisclosed Liabilities.** Seller is not in bankruptcy. Seller warrants that it has no contingent or undisclosed liabilities which will or may affect Buyer's title in the Sale Assets. The parties agree that Buyer is not liable for any contingent or undisclosed liabilities of Seller.

18. **Interference with Operations.** From the date hereof onward until the Closing Date, Buyer shall not attempt to interfere with the operations of Seller and the Stations.

19. **Public Notices.** Seller shall prepare and give at its expense all public notices as are required pursuant to 47 C.F.R. §73.3580.

20. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and assigns. An assignment shall not relieve the parties of their obligations to guarantee the prompt performance of any and all of their respective obligations thereunder. Buyer may assign its rights hereunder to any legally and financially qualified person or entity that it may choose, subject to approval of the Seller which shall not unreasonably be withheld.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee; the forum for any disputes arising hereunder shall be the courts of Carter County, Tennessee.

22. **Headings.** The headings of the paragraphs of this Agreement are for the convenience of the parties only, and do not in any way modify, interpret, or construe the meaning of the provisions hereof.

23. **Notices.** All notices required or permitted to be given hereunder shall be in writing and copies shall be effective when sent by registered or certified mail, postage and fees prepaid, addressed as follows:

If to Seller:

CB Radio, Inc.
255 West End Drive, #4204
Punta Gorda, FL 33950
Attention: Patricia Crisp

If to Buyer:

Kenneth C. Hill
Post Office Box 5
Blountville, TN 37617

24. **Survival of Representations, Warranties and Covenants.**

The parties agree that such representations, warranties, and covenants made by them herein shall survive the Closing Date for a period of one (1) year subsequent to the Closing Date.

25. **Entire Agreement.** The foregoing constitutes the entire and whole agreement of the parties, and may not be modified, amended, or changed in any way unless in writing signed by all parties hereto. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof, or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

26. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding Agreement when the parties shall have each executed one counterpart.

27. **Severability.** The event that any of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

28. **Section 73.1150 Statement.** Both the Seller and the Buyer agree that Seller has retained no rights of reversion of the FCC Licenses for the Stations, no right to the reassignment of the FCC Licenses for the Stations in the future, and have not reserved the right to use the facilities of the Stations in the future for any reason whatsoever. The right granted to Seller in the previous

paragraph is subject to and may only be exercised after the FCC has granted an appropriate assignment of license application.

29. **Waiver**. Unless otherwise specifically agreed by the parties in writing to the contrary, (i) the failure of either party at any time to require performance by the other of any provision of this Agreement shall not affect such party's right thereafter to enforce the same; (ii) no waiver by either party of any default by the other shall be taken or held to be a waiver by such party of any preceding or subsequent default; (iii) no extension of time granted by either party for the performance of any obligation or act by the other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder; and (iv) no waiver shall be effective against any party unless it is in writing signed by that party.

30. **Schedules and Exhibits**. All schedules, exhibits and riders attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if full set forth herein.

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SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

SELLER

CB RADIO, INC.

By: Patricia Crisp 12/28/2023
Patricia Crisp
President

BUYER

KENNETH C. HILL

Kenneth C. Hill
Sole Proprietor

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

SELLER

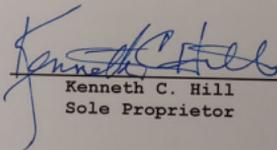
CB RADIO, INC.

By: _____

Patricia Crisp
President

BUYER

KENNETH C. HILL



Kenneth C. Hill
Sole Proprietor

WBEJ(AM) APA Schedules

| | |
|------------|----------------------------------|
| Schedule A | FCC Licenses |
| Schedule B | Tangible Personal Property |
| Schedule C | Real Estate |
| Schedule D | Contracts, Leases and Agreements |
| Schedule E | Claims and Legal Actions |