

## W281CL ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement") is dated as of the 06 day of December, 2023, by and between THE VOICE RADIO NEW JERSEY, LLC, a Delaware limited liability company ("Buyer") and RITMO BROADCASTING, LLC, a New Jersey limited liability company ("Seller").

### RECITALS

- A. Seller is the Federal Communications Commission ("FCC") licensee of FM translator radio station W281CL Cherry Hill, NJ; FCC Facility ID Number 141368, (referred to "Station").
- B. Seller desires to sell, and Buyer desires to buy, substantially all the assets that are used or useful in the operation of the Station for the price and on the terms and conditions set forth in this Agreement.
- C. The consummation of the transactions contemplated by this Agreement is subject to the prior consent of the Federal Communications Commission ("FCC")

### AGREEMENT

In consideration of the above recitals and for other good and valuable consideration including the mutual agreements and covenants contained in this Agreement, Seller and Buyer, intending to be bound legally, agree as follows:

**SECTION 1 – ASSETS.** On the terms and subject to the conditions hereof, at Closing (defined below), Seller shall sell, assign, transfer, convey, and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title, and interest of Seller in and to (a) the FCC Broadcast License File No. LMS000099038, as renewed or extended ("Licenses"); (b) all of the tangible personal property associated with the Station as listed on Schedule 1.1(b) (the "Tangible Personal Property"); (c) a sublease of the Station transmitter site lease agreement at a rate not to exceed Three Hundred Sixty (\$360) Dollars per month for a period not to exceed twenty-four (24) consecutive months from the Closing Date and which period may be terminated by Buyer without penalty at Buyer's sole discretion with Sixty (60) days advance written notice to Seller; and (d) in addition to the License, all licenses, permits, authorizations, goodwill, and other intangibles, to the extent lawfully transferable, which are used, useful, or intended to be used in the operation of the Station; [(a), (b), (c) and (d) being collectively referred to as the "Assets"]. The Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances of any nature whatsoever ("Liens").

**SECTION 2. PURCHASE PRICE.** The Purchase Price for the Assets shall be Ninety Thousand and 00/100 Dollars (\$90,000.00) which shall be paid as follows. ("Purchase Price").

(a) Down Payment. Upon execution and delivery of this Agreement, Buyer shall deposit with Seller to be held in escrow the amount of Forty Thousand Dollars (\$40,000.00) pending Closing (the "Escrow Deposit"). In the event Seller unilaterally terminates the Asset Purchase Agreement under Section 12.1(d) and 12.1(e) herein, then such escrowed monies shall be released to Buyer within not greater than Five (5) consecutive business days from such termination. In the event the sale of the Stations is approved by the FCC but does not consummate as a result of Buyer's uncured default or there is a termination that is not covered by Section 12, then the Escrow Deposit shall be released to Seller as liquidated damages.

(b) Payments at Closing. At Closing, Buyer shall pay to Seller the sum of Fifty Thousand Dollars (\$50,000.00) in the form of wired funds.

### **SECTION 3 – SELLER'S REPRESENTATIONS AND WARRANTIES**

Seller represents and warrant to Buyer as follows:

3.1 Organization. Seller is a limited liability company duly organized under the laws of the State of New Jersey. Seller has all requisite power and authority (i) to own and use the Assets as now owned and used, (ii) to conduct the business and operations of the Station 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.

3.2 Authorization. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of Seller. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid, and binding obligation of Seller, enforceable against it in accordance with its 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.

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3.3 No Conflict. Subject to obtaining the FCC Consent, 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 party; (ii) will not conflict with any provision of the Articles of Incorporation or Bylaws 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; and (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.

3.4 Licenses. Seller has delivered to Buyer true and complete copies of the Licenses (including any amendments and other modifications thereto). The Licenses have been validly issued, and Seller is the authorized legal holder thereof. The Licenses comprise 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 Station in the manner and to the full extent they are now conducted, and none of the Licenses is subject to any restriction or condition that would limit the full operation of the Station as now operated. The Licenses are in full force and effect.

3.5 Consents. Except for the FCC Consent provided for in Section 6.3, no consent, approval, permit, or authorization of, or declaration to or filing with any governmental or regulatory authority, or any other third party is required (i) to consummate this Agreement and the transactions contemplated hereby, (ii) to permit Seller to assign or transfer the Assets to Buyer, or (iii) to enable Buyer to conduct the business and operations of the Station in essentially the same manner as such business and operations are now conducted.

3.8 No Untrue Statements. No representation or warranty made by Seller in this Agreement or in any certificate, document, or other instrument furnished or to be furnished by Seller pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact and required to make any statement made herein or therein not misleading.

3.11 Compliance with Law. Seller has complied in all material respects with all laws, rules and regulations, including without limitation all FCC rules and regulations applicable to the operation of the Station, and all decrees and orders of any court or governmental authority which are applicable to the operation of the Station. To Seller's knowledge, there are no governmental claims or investigations pending or threatened against Seller in respect of the Station except those affecting the industry generally.

3.12 Title and Condition of Assets. Seller owns and has, and will have on the Closing Date, good and marketable title to the Assets. Seller has no indebtedness which is secured by the Assets or restricts the ability of Seller to transfer the Assets to Buyer. The Assets are in good operating condition and repair, subject only to ordinary wear and tear consistent with the technical parameters authorized by the Licenses.

#### SECTION 4 – BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows:

4.1 Organization. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of New Jersey. Buyer has all requisite power and authority 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.

4.2 Authority. 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 obligation of Buyer, enforceable against Buyer in accordance with its 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.

4.3 No Conflict. Subject to obtaining FCC Consent, 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 Bylaws 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 Assets.

4.4 No Untrue Statements. No representation or warranty made by Buyer in this Agreement or in any certificate, document, or other instrument furnished or to be furnished by Buyer pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact and required to make any statement made herein or therein not misleading.

4.5 Litigation. There is no action, suit, investigation or other proceedings pending, or, to Buyer's best knowledge, threatened which may adversely affect Buyer's ability to perform in accordance with the terms of this Agreement, and Buyer is unaware of any facts which could reasonably result in any

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such proceeding.

4.6 Financial Capacity. Buyer has the financial capacity to satisfy all of Buyer's obligations under this Agreement and the documents to be executed and exchanged at the Closing, and to perform all of Buyer's obligations at or prior to the Closing.

## SECTION 5 - SELLER'S COVENANTS

5.1 Assignment of Assets. Seller shall not sell, assign, lease, or otherwise transfer or dispose of any of the Assets, except in the ordinary course of Seller's business, where no longer used or useful in the business or operations of the Station or in connection with the acquisition of replacement property of equivalent kind and value.

5.3 Inconsistent Actions. Seller shall not take any action that is inconsistent with its obligations under this Agreement or that could hinder or delay the consummation of the transactions contemplated by this Agreement.

5.4 FCC Permits. If requested by Buyer prior to Closing, Seller shall use its best efforts to assist Buyer in filing application(s) to the FCC, including any amendments thereto, for minor modification of the Licenses, including construction permits, as reasonably requested by Buyer contingent upon the grant and consummation of the FCC application pursuant to Section 73.3517 of the FCC rules. Buyer shall reimburse to Seller sufficient funds for any and all cost and expense as may be incurred by Seller in preparing and filing such application(s).

## SECTION 6 - PRIOR TO CLOSING

6.1 Compliance. Between the date hereof and the Closing, in the event that Buyer discovers a condition materially adversely changing the authorized operation of the Station or such condition is placed on the Licenses or otherwise on the operation of the Station, Seller shall be obligated to cure such non-compliance or have removed such adverse condition on the Licenses.

### 6.2 FCC Approval; Prosecution of Application.

(a) The assignment of the Licenses in connection with the purchase and sale of the Assets pursuant to this Agreement shall be subject to the prior consent and approval of the FCC ("FCC Consent").

(b) Seller and Buyer shall promptly prepare an appropriate application seeking FCC Consent and shall file the application with the FCC within ten (10) business days of the execution of this Agreement. The parties shall prosecute the application with all reasonable diligence and otherwise use their best efforts to obtain a grant of the application as expeditiously as practicable and shall oppose any objections to the grant of the application for the FCC Consent. Each party agrees to comply with any condition imposed on it by the FCC Consent, except that no party shall be required to comply with a condition if (1) the condition was imposed on it as the result of a circumstance the existence of which does not constitute a breach by the party of any of its representations, warranties, or covenants under this Agreement, and (2) compliance with the condition would have a material adverse effect upon it. Buyer and Seller shall oppose any requests for reconsideration or judicial review of the FCC Consent. If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent, and neither party shall have terminated this Agreement under Section 9, the parties shall jointly request an extension of the effective period of the FCC Consent. No extension of the FCC Consent shall limit the exercise by either party of its rights under Section 9.

6.3 Control of Station. Prior to Closing, Buyer shall not, directly or indirectly, control, supervise, direct, or attempt to control, supervise, or direct, the operations of the Station; such operations, including complete control and supervision of all of the Station's programs, employees, and policies, shall be the sole responsibility of Seller until the Closing.

### 6.4 [RESERVED]

6.5 Cooperation. Buyer, Seller shall cooperate fully with each other and their respective counsel and accountants in connection with any actions required to be taken as part of their respective obligations under this Agreement, and Buyer, Seller shall execute such other documents as may be reasonably necessary and desirable to the implementation and consummation of this Agreement, and otherwise use their best efforts to consummate the transaction contemplated hereby and to fulfill their obligations under this Agreement. Notwithstanding the foregoing, none of Seller and Buyer shall have an obligation to agree to any adverse change in any License to obtain a Consent required with respect thereto.

### 6.6 Indemnifications.

(a) Indemnification by Seller. Seller shall indemnify, hold harmless and defend Buyer from and against any and all costs, claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees, which Buyer may suffer or incur on account of (i) the excluded liabilities, including without limitation liabilities relating to litigation or actions pending or threatened against Seller or brought against Buyer and relating to Seller's acts or omissions prior to the Closing Date or any liabilities or obligations (including, but not limited to, actual or consequential damages) arising directly or indirectly

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from Seller's operation of the Station prior to the Closing Date; (ii) the failure of Seller to perform any covenant or agreement made hereunder; (iii) the breach of any warranty or representation made by Seller hereunder; (iv) Seller's or Buyer's failure or alleged failure to comply with the provisions of any applicable bulk sales law (Uniform Commercial Code - Article 6), including, but not limited to, the Bulk Transfer Law contained in the New Jersey Uniform Commercial Code, or the breach of Seller's representations, warranties, agreements or indemnification under Section 4 hereof; or (v) any liabilities or obligations arising directly or indirectly from Seller's acts related to generation, manufacture, refining, transportation, treatment, storage, handling or disposal of any hazardous material (whether on Seller's property or otherwise) prior to the Closing Date, or from any violation or claimed violation by Seller or others performing services on Seller's behalf of any Federal, state or local law concerning the protection of the environment or the breach of Seller's representations and warranties contained in Section 3.12 hereof.

(b) Indemnification by Buyer. Buyer shall indemnify, hold harmless and defend Seller from and against any and all costs, claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees, which Seller may suffer or incur on account of (i) Buyer's failure to perform any covenant or agreement made by Buyer hereunder; (ii) Buyer's breach of any warranty or representation made by Buyer hereunder; (iii) litigation or actions pending or threatened against Buyer or brought against Seller and relating to Buyer's acts or omissions on or after the Closing Date or the liabilities or obligations (including, but not limited to, actual or consequential damages) arising directly or indirectly from Buyer's operation of the Station on or after the Closing Date (including, without limitation, any liabilities Buyer may have as a "successor" employer under applicable labor law); (iv) any liabilities or obligations (including, but not limited to, actual or consequential damages) arising directly or indirectly from Buyer's generation, manufacture, refining, transportation, treatment, storage, handling or disposal of any hazardous material (whether on Seller's property or otherwise) or from any violation or claimed violation by Buyer or others performing services on Buyer's behalf of any federal, state or local law concerning the protection of the environment; provided, however, Buyer's indemnification hereunder shall not apply to actions taken by Seller prior to the Closing Date or causing such liability or obligations.

6.7 Survival. The representations, covenants and warranties of Seller and Buyer as set forth in this Agreement shall survive the Closing Date for One (1) year ("Survival Period"). (i) Seller shall within a reasonable time advise Buyer in writing of any matter arising or discovered by Seller during the one (1) year period after the Closing Date which would have been required to have been set forth or described herein or disclosed to Buyer at or prior to the Closing Date if such matter arose prior to the Closing Date, to the extent such matter is related to the Station or Assets. (ii) Buyer shall within a reasonable time advise Seller in writing of any matter arising or discovered by Buyer during the one (1) year period after the Closing Date which would have been required to have been set forth or described herein or disclosed to Seller at or prior to the Closing Date if such matter arose prior to the Closing Date.

## SECTION 7 OBLIGATIONS AT CLOSING

7.1. Conditions to Buyer's Obligations. All obligations of Buyer at the Closing are subject at Buyer's option to the fulfillment prior to or at the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of 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 for changes contemplated by this Agreement.

(b) Covenants and Conditions. 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.

(c) FCC Consent. The FCC Consent and the FCC Authorization(s) shall have all been granted without the imposition of any adverse material conditions and such grants shall have become an action by the FCC that has not been reversed, stayed, enjoined, set aside, annulled, or suspended, and with respect to which no requests are pending for administrative or judicial review, reconsideration, appeal, or stay, and the time for filing any such requests and the time for the FCC to set aside the action on its own motion have expired ("Final Order"). However, Final Order may be waived in Buyer's sole discretion.

(d) Governmental Authorizations. Seller shall be the holder of all Licenses and there shall not have been any modification of any License that could have a materially adverse effect on the Station or the conduct of its business and operations. No proceeding shall be pending or threatened the effect of which could be to revoke, cancel, fail to renew, suspend, or modify adversely any License.

(e) Deliveries. Seller shall have made or stand willing to make all the deliveries to Buyer set forth in Section 8.2.

(f) Adverse Change. Between the date of this Agreement and the Closing Date, there shall have been no material adverse change in the Assets, Personal Property, or Licenses of the Station, including any damage, destruction, or loss affecting any Assets used or useful in the conduct of the business of the Station.

7.2. Conditions to Seller's Obligations. All obligations of Seller at the Closing are subject at Seller's option to the fulfillment prior to or at the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Buyer 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 for changes contemplated by this Agreement.

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(b) Covenants and Conditions. Buyer 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.

(c) Deliveries. Buyer shall have made or stand willing to make all the deliveries set forth in Section 8.3.

(d) FCC Consent. The FCC Consent shall have been granted without the imposition on Seller of any material adverse conditions.

## SECTION 8 - CLOSING PROCEDURES

### 8.1. Closing Terms.

(a) Closing Date. The Closing shall take place at 10:00 a.m. on a date, to be set by Buyer on at least five (5) business days' written notice to Seller, that is (1) not earlier than the first (1<sup>st</sup>) business day after the FCC Consent is granted, and (2) not later than thirty (30) days following the date upon which the FCC Media Bureau has issued FCC Consent by delegated authority, subject to satisfaction or waiver of all other conditions precedent to the holding of the Closing.

(b) Closing Place. It is anticipated that Closing shall be effected by the exchange of electronic signatures and wire transfer of funds or at such physical location as Buyer and Seller may mutually agree.

(c) Procedure. The Closing shall be effected pursuant to Closing Instructions specified herein or otherwise mutually approved by Buyer and Seller.

8.2. Seller's Deliveries. Prior to or on the Closing Date, Seller shall deliver to Buyer the following, in form and substance reasonably satisfactory to Buyer and its counsel:

(a) Transfer Documents. Duly executed transfer documents which shall be sufficient to vest good and marketable title to the Assets in the name of Buyer, free and clear of all claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges or encumbrances, except for liens for current taxes not yet due and payable, including, but not limited to, such bills of sale, assignments, and other instruments of conveyance, assignment, and transfer as may be necessary to convey, transfer, and assign the Assets to Buyer, free and clear of Liens.

(b) Licenses, Contracts, Business Records, Etc. Copies of all Licenses and engineering records, used by Seller in connection with the use of the Assets in connection with the operation of the Station.

8.3. Buyer Deliveries. Prior to or on the Closing Date, Buyer shall deliver to Seller the following, in form and substance reasonably satisfactory to Seller and its counsel:

(a) Purchase Price. The Purchase Price as provided in Section 2;

(b) Assumption Agreements. such documents, instruments and agreements as Seller may shall request and as shall be reasonably necessary to consummate the transactions contemplated by this Agreement, each in form and substance reasonably satisfactory to counsel for Buyer.

## SECTION 9 - TERMINATION

9.1 Seller's Right to Terminate. This Agreement may be terminated by Seller and the purchase and sale of the Station abandoned, if Seller is not then in default, upon written notice to Buyer, upon the occurrence of any of the following:

(a) Conditions. If on the date that would otherwise be the Closing Date any of the conditions precedent to the obligations of Seller set forth in this Agreement have not been satisfied or waived in writing by Seller.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order that would prevent or make unlawful the Closing.

(c) Breach. Without limiting Seller's rights under the other provisions of this Section 9.1, if Buyer has failed to cure or commenced to cure any breach of any of its representations, warranties or covenants under this Agreement within fifteen (15) days after Buyer received written notice of such breach from Seller.



9.2 Buyer's Right to Terminate. This Agreement may be terminated by Buyer and the purchase and sale of the Station abandoned, if Buyer is not then in default, upon written notice to Seller, upon the occurrence of any of the following:

(a) Conditions. If on the date that would otherwise be the Closing Date any of the conditions precedent to the obligations of Buyer set forth in this Agreement have not been satisfied or waived in writing by Buyer.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any litigation, lis pendens, judgment, decree, or order that would prevent or make unlawful the Closing.

(c) Upset Date. If the Closing shall not have occurred within Three Hundred Sixty five (365) consecutive days following the date that the application for FCC Authorization is filed with the FCC.

(d) Breach. Without limiting Buyer's rights under the other provisions of this Section 9.2, if Seller has failed to cure or commenced to cure any breach of any of its representations, warranties or covenants under this Agreement within fifteen (15) days after Seller received written notice of such breach from Buyer.

9.3 Rights on Termination. If this Agreement is terminated pursuant to Section 9.1 or 9.2 and neither party is in breach of any provision of this Agreement, the parties hereto shall not have any further liability to each other with respect to the purchase and sale of the Assets. If this Agreement is terminated by Seller due to Buyer's uncured breach of this Agreement and Seller is not in breach of any provision of this Agreement, this Agreement shall be null and void and no party shall have any further obligation hereto. If this Agreement is terminated by Seller and Buyer is not in breach of any provision of this Agreement, Buyer shall have all rights and remedies available at law or equity, including the right to seek specific performance of this Agreement.

## SECTION 10 – NOTICES, MISCELLANEOUS

10.1 Taxes and Fees. Any federal, state, or local sales or transfer tax arising in connection with the conveyance of the Assets by Seller to Buyer pursuant to this Agreement shall be paid by Seller. Buyer and Seller shall each pay one-half (1/2) of any filing fees required by the FCC in connection with the FCC Consent. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution, and performance of this Agreement, including all fees and expenses of counsel, accountants, agents, and representatives.

10.2 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

If to Seller: Miguel Amador, LLC Manager

RITMO BROADCASTING, LLC  
2224 Federal Street  
Camden, NJ 08107

If to Buyer: Edwin Andrade, LLC Manager

THE VOICE RADIO NEW JERSEY, LLC  
17818 Cape Drive.  
Lewes, DE 19958

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 10.2.

10.4 Assignment. Neither party hereto may assign this Agreement without the prior written consent of the other party hereto; provided, however, that Buyer may assign its rights and obligations under this Agreement, in whole or in part, to one or more subsidiaries or commonly controlled affiliates of Buyer without seeking or obtaining Seller's prior approval, provided such assignment does not materially delay the prosecution of the FCC application. Notwithstanding any such assignment, Buyer shall not be relieved of any liability hereunder unless and until it shall have obtained the prior written consent of Seller. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10.5 Further Assurances. The parties shall take any reasonable actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement, including, in the case of Seller, any additional bills of sale, deeds, or other transfer documents that, in the reasonable opinion of Buyer, may be necessary to ensure, complete, and evidence the full and effective transfer of the Assets to Buyer pursuant to this Agreement.

10.6 Choice of Law. This Agreement shall be governed, construed, and enforced in accordance the laws of the State of New Jersey (without regard to the choice of law provisions thereof).

Any litigation arising out of this Agreement shall be filed in a state court of competent jurisdiction in New Jersey.

10.7 Fees and Expenses. Buyer and Seller shall be equally responsible for all FCC related filing fees associated with this Transaction. All other expenses incurred in the preparation and consummation of this Agreement, except as provided to the contrary herein or in such other agreement into which the parties may enter, shall be borne by the party incurring such expenses.

10.8 Headings. The headings in this Agreement are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

10.9 Gender, Number. Words used in this Agreement, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires.

10.10 Entire Agreement. This Agreement, the schedules, hereto, and all documents, certificates, and other documents to be delivered by the parties pursuant hereto, collectively represent the entire understanding and agreement between Buyer, Seller with respect to the subject matter hereof. This Agreement supersedes all prior negotiations between the parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

10.11 Waiver. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 10.11.

10.12 Confidentiality. Neither party shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated hereby or thereby without the prior written consent of the other party; provided, however, that nothing contained herein shall prevent either party from promptly making all filings with governmental authorities as may, in its judgment be required or advisable in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

10.13 No Party Deemed Drafter. No party shall be deemed the drafter of this Agreement, and this Agreement shall not be construed against either party as the drafter of the Agreement.

10.14 Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. For purposes of this Agreement, facsimile signatures or signatures delivered in PDF format shall be treated the same as original signatures.

10.15 Time of the Essence. Time is of the essence of this Agreement..



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IN WITNESS WHEREOF, the parties hereto have duly executed this W281CL Asset Purchase Agreement as of the day and year first above written.

RITMO BROADCASTING, LLC

By: \_\_\_\_\_

Name: Miguel Amador

Title: LLC Manager

THE VOICE RADIO NEW JERSEY, LLC

By:   
Name: Edwin

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Andrade

Title: LLC Manager  SCHEDULE 1.1(b)

**Personal Property**

Two (2) BEXT Log R antenna with 7/16" DIN input  
Licensed BEXT Log R antenna with N-connector  
Andrew 7/8" foam line - 205 feet  
Andrew 1 1/2 " foam line 128 feet  
Generic indoor 3 foot equipment cabinet  
BEXT LEX 30 FM exciter  
Deva Broadcast DB7007 receiver  
Comrex brik link  
Licensed Transmitter  
Licensed Audio Processor