

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “Agreement”) is entered into as of this 29th day of December, 2023, (the “Effective Date”) by and between **BROOMFIELD BROADCASTING, INC.**, and **BROOMFIELD BROADCASTING OF LEXINGTON, INC.**, each South Carolina corporations and **JOHN BROOMFIELD** (for Real Estate only) (together the “SELLER”) and **AUGUSTA RADIO FELLOWSHIP INSTITUTE, INC.**, a Georgia non-profit corporation (“BUYER”) (each a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, SELLER is the licensee of commercial radio STATIONS WZSN(FM), Greenwood, South Carolina, FCC Facility ID Number 68852; WCZZ(AM), Greenwood, South Carolina, FCC Facility ID Number 68856; and W274CC, Greenwood, South Carolina, FC Facility ID Number 201237 (the “STATIONS”), including those licenses, permits and authorizations issued by the Federal Communications Commission (the “FCC”);

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

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

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

ARTICLE 1: SALE AND PURCHASE

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

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

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

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

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

(e) **Assumed Contracts.** The contracts, leases, and agreements used in the STATIONS' business and referenced in Schedule 1.1(e) ("Assumed Contracts").

(f) **Real Property.** The real property located approximately SC 370 Burnett Road, Greenwood, South Carolina and described in Schedule 1.1(f) ("Real Property") including all buildings and appurtenances thereon free and clear of all liens and encumbrances whatsoever.

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

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

1.4 **Consideration.** In consideration for the sale of the STATIONS Assets, BUYER will deliver to SELLER, in a form reasonably acceptable to SELLER, the amount of **Eight Hundred Thousand Dollars (\$800,000.00)** (the "Purchase Price"). Concurrently with the execution of this Agreement, BUYER is depositing with John C. Trent, Esq., of Putbresi Hunsaker & Trent, P.C. ("Escrow Agent") the sum of **Twenty Thousand Dollars (\$20,000.00)** (the "Escrow Deposit"), to be held and distributed pursuant to an Escrow Agreement of even date herewith, between SELLER, BUYER, and Escrow Agent, a form of which is attached hereto as Exhibit 1. The Escrow Deposit shall be held in Mr. Trent's non-interest-bearing Attorney IOLTA Trust Account. Buyer and Seller shall instruct the Escrow Agent to pay the Escrow Deposit to SELLER at Closing to BUYER. The balance of the Purchase Price shall be paid by wire transfer of funds by BUYER to SELLER'S account at Closing.

ARTICLE 2: FCC CONSENT; CLOSING

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

2.2 **Closing Date: Closing Place.** The closing (the "Closing") of the transaction contemplated in this Agreement shall occur on a date (the "Closing Date") that is no more than ten (10) days following the date (a) on which the FCC Consent is granted and has become a Final Order under the FCC's rules, regulations and policies, however the Parties may agree to waive Final Order, and (b) the other conditions to the Closing set forth in Articles 5 and 6

hereof shall have either been waived or satisfied. SELLER and BUYER agree to cooperate to the extent necessary to obtain the FCC's extension of the effectiveness of the FCC Consent as may be required. The Closing shall be held by exchange of documents via facsimile or e-mail, or as SELLER and BUYER may otherwise agree.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES

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

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

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

(c) The Tangible Personal Property includes all the STATIONS equipment that is necessary to conduct the operation of STATIONS in the manner in which it is currently operated (other than those assets which are STATIONS Excluded Assets) and will be acquired by SELLER. SELLER owns and has, and will have on the Closing Date, good and marketable title to the STATIONS equipment. The Tangible Personal Property is conveyed AS-IS-WHERE-IS. To the maximum extent permitted by applicable law.

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

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

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

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

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

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

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

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

(k) SELLER has duly, timely, and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid prior to the Closing Date. No event has occurred which imposes on BUYER any liability for any taxes, penalties, or interest due or to become due from SELLER from any taxing authority. Notwithstanding anything contained herein to the contrary, this Section shall survive the expiration or earlier termination of this Agreement, until the expiration of any applicable statute of limitations relating to any claim against either BUYER or SELLER that could result from SELLER's breach of this Section, including the resolution and satisfaction of any possible liability of PPP Covid Loan program obligations.

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

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

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

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

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

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

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

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

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

ARTICLE 4: COVENANTS OF PARTIES

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

ARTICLE 5: CONDITIONS TO THE OBLIGATIONS OF SELLER

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

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

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

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

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

ARTICLE 6: CONDITIONS TO THE OBLIGATIONS OF BUYER

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

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

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

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

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

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

ARTICLE 7: ITEMS TO BE DELIVERED AT CLOSING

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

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

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

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

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

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

(a) the Purchase Price;

(b) the Bill of Sale and Assignment Agreement;

(c) the FCC Authorizations Assignment and Assumption Agreement;

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

ARTICLE 8: TERMINATION

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

(a) by the mutual written consent of SELLER and BUYER;

(b) by written notice of SELLER to BUYER if BUYER: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by BUYER on or before the Closing Date in any material respect; (ii) breaches in any material respect any of BUYER’s representations or warranties; or (iii) defaults in any material respect in the performance of any of BUYER’s covenants or agreements under this Agreement; and in any of which events such breach or default is not cured within the Cure Period (as defined below), if applicable.

(c) by written notice of BUYER to SELLER if SELLER: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by SELLER on or before the Closing Date in any material respect; (ii) breaches in any material respect any of SELLER’s representations or warranties; or (iii) defaults in any material respect in the performance of any of SELLER’s covenants or agreements under this Agreement; and in any of which events such breach or default is not cured within the Cure Period (as defined below), if applicable;

(d) by written notice of BUYER to SELLER: (i) if the Closing has not been consummated by the date twelve (12) months after the Effective Date; (ii) if, for any reason,

the FCC denies or dismisses the Assignment Application and the time for reconsideration or court review under the Communications Laws with respect to such denial or dismissal has expired and there is not then pending with respect thereto a timely filed petition for reconsideration or request for review; (iii) if, for any reason, the Assignment Application is designated for an evidentiary hearing; or (iv) if, for any reason, the renewal application for the STATIONS is dismissed or denied.

8.2 **Cure Period.** The term “Cure Period” as used herein means a period commencing with the date that BUYER or SELLER receives from the other Party written notice of breach or default hereunder and continuing until twenty (20) days thereafter; provided, however, that if the breach or default cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date. Except as set forth below, the termination of this Agreement shall not relieve any Party of any liability for breach or default under this Agreement prior to the date of termination.

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

8.4 **Specific Performance and Remedies.** In the event of failure or threatened failure by Buyer or Seller to comply with the terms of this Agreement, the Buyer and Seller shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement. Further Buyer and Seller may seek damages for the other’s failure to consummate this instant transaction.

ARTICLE 9: MISCELLANEOUS

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

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

9.3 **Bulk Transfer.** The Parties hereby waive compliance with the bulk transfer provisions of the Uniform Commercial Code and all similar laws. Each Party transferring assets hereunder shall indemnify and hold harmless the Party receiving such assets from and

against any and all liabilities which may be asserted against the receiving Party as a result of noncompliance with any such bulk transfer provisions.

9.4 **Survival of Representations and Warranties.** Except for Fundamental Representations, which shall survive until the expiration of the applicable statute of limitations, none of the representations or warranties of the parties contained in this Agreement shall survive the Closing or the earlier termination of this Agreement; provided, however, that claims for common law fraud with respect to the representations and warranties set forth herein shall not be subject to such limitation. The term “Fundamental Representations” means the representations of SELLER contained in 3.1(a), 3.1(b), 3.1(c) (with respect to title only), 3.1(k), and 3.1(l), and the representations of BUYER contained in 3.2(a) and 3.2(b). None of the covenants, agreements or obligations of the parties contained in this Agreement shall survive the consummation of the Closing, except to the extent such covenants, agreements and obligations contemplate performance after the Closing, in which case each such covenant, agreement and obligation shall survive until performed.

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

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

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

9.8 **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by e-mail or facsimile transmission) and shall be deemed to have been duly made and received when

personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, addressed as set forth below:

If to SELLER, then to:

John Broomfield, President
Broomfield Broadcasting, Inc.
Broomfield Broadcasting of Lexington, Inc.
John Broomfield
210 Montague Avenue
Greenwood, SC 29649

With a copy to:

John C. Trent, Esq.
Putbrese Hunsaker & Trent, P.C.
200 South Church Street
Woodstock, VA 22664

If to BUYER, then to:

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

With a copy to:

Jeffrey D. Southmayd, Esquire
Southmayd & Miller
158 South Riverwalk Drive
Palm Coast, Florida 32137

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

9.9 **Further Assurances.** From time to time prior to, on and after the Closing Date, each Party hereto will execute all such instruments and take all such actions as any other Party shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose hereof and all transactions contemplated by this Agreement, including without limitation the execution and delivery of any and all

confirmatory and other instruments in addition to those to be delivered on the Closing Date, and any and all actions which may reasonably be necessary to complete the transaction contemplated hereby. The Parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

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

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

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DULY EXECUTED BY THE PARTIES ON THE DATE SHOWN ABOVE:

SELLER:

Broomfield Broadcasting, Inc.
Broomfield Broadcasting of Lexington, Inc.
John Broomfield
210 Montague Avenue
Greenwood, South Carolina 29649

By: _____
John Broomfield
President & Individual

BUYER:

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

By: _____
Clarence T. Barinowski
President

Schedule 1.1(a)
FCC
Authorizations

WZSN	LICENSE	BLH-19921130KA Granted 11/30/1992
WZSN	LICENSE RENEWAL	0000098652 Granted 01/21/2020
WCZZ	LICENSE	BL-19960614AB Granted 06/14/1996
WCZZ	LICENSE RENEWAL	0000098654 Granted 01/21/2020
W274CC	LICENSE	BLFT-20190611AAS Granted 06/11/2019
W274CC	LICENSE RENEWAL\	0000080280 Granted 08/12/2019

Schedule 1.1(b)

Assets

WWZSN(FM), WCZZ(AM) and W274CCS FX Inventory

Inventory for WZSN/WCZZ Studios and Transmitter Site

Location	Item #	Qty	Make Model Description
WCZZ Studio	1	2	Microphone Boom Mount
WCZZ Studio	2	2	MXL R144 Microphone
WCZZ Studio	3	1	Art SLA1 Monitor Amp
WCZZ Studio	4	3	Rack Drawers
WCZZ Studio	5	1	Wagner Satellite Receiver
WCZZ Studio	6	1	Desktop Computer
WCZZ Studio	7	1	Shure M-267 Mic Mixer
WCZZ Studio	8	1	DBX 286s Microphone Processor
WCZZ Studio	9	1	Wheatstone Console Blade
WCZZ Studio	10	1	APC UPS
WCZZ Studio	11	2	Computers w/ Keyboards Mice and Monitors
WCZZ Studio	12	1	Wheatstone IR-12 Console
WCZZ Studio	13	1	Handheld Microphone
WCZZ Studio	14	2	JBL 4410 Monitor Speaker w/ Mounts
WZSN Studio	15	1	Moseley DSP6000E
WZSN Studio	16	1	Art SLA1 Monitor Amp
WZSN Studio	17	1	Sage 3644 Digital Endec EAS Unit
WZSN Studio	18	1	Moseley PCL6010 STL
WZSN Studio	19	1	XDS-PRO Satellite Receiver
WZSN Studio	20	1	Dayton EAS Tuner
WZSN Studio	21	1	EAS Tuner
WZSN Studio	22	1	Comtrex STAC phone Interface
WZSN Studio	23	1	Teeline Commander G3
WZSN Studio	24	2	Net gear Switch
WZSN Studio	25	1	2U Rack Shelf
WZSN Studio	26	1	Dell Desktop Computer

WZSN Studio	27	1	APC UPS
WZSN Studio	28	2	Microphone Boom Mount
WZSN Studio	29	2	MXL R144 Microphone
WZSN Studio	30	2	Computers w/ Keyboards Mice and Monitors
WZSN Studio	31	1	Wheatstone Console Blade
WZSN Studio	32	1	Wheatstone Blade
WZSN Studio	33	1	DBX 286s Microphone Processor
WZSN Studio	34	1	Symetrix 528E Microphone Processor
WZSN Studio	35	1	Stick On MX3
WZSN Studio	36	1	Comtrex Control Surface
WZSN Studio	37	1	Wheatstone IR-12 Console
WZSN Studio	38	2	Monitor Speaker w/ Mounts
WZSN Studio	39	1	TFT 884 FM Stereo Modulation Monitor
WZSN Studio	40	1	Neumark CDN77 USB CD Player
WZSN Studio	41	1	Rolls 4 Ch Headphone Amplifier
WZSN Studio	42	2	Computer Monitor Mounts
WZSN WCZZ Tx Site	43	1	10x10 Concrete Block Building w Flat Roof
WZSN WCZZ Tx Site	44	1	300 Ft Utility Communications Tower W Base Insulator
WZSN WCZZ Tx Site	45	1	ERI G5CPM-6E FM Antenna
WZSN WCZZ Tx Site	46	1	350 Feet of 1 5/8 Inch Air Coax Cable w Connectors (FM)
WZSN WCZZ Tx Site	47	1	Incandescent Tower Lighting System
WZSN WCZZ Tx Site	48	1	STL Antenna
WZSN WCZZ Tx Site	49	1	325 Feet of 1/2 Inch Foam Coax Cable (STL)
WZSN WCZZ Tx Site	50	1	4 Ft Chain Link Fence
WZSN WCZZ Tx Site	51	1	AM Antenna Tuning Unit
WZSN WCZZ Tx Site	52	1	Lighting Choke Unit
WZSN WCZZ Tx Site	53	1	75 Feet of 7/8 Inch Foam Coax Cable (AM)
WZSN WCZZ Tx Site	54	1	AM Ground System

WZSN WCZZ Tx Site	55	1	Mitsubishi Mini Split HVAC
WZSN WCZZ Tx Site	56	1	Shop Vac
WZSN WCZZ Tx Site	57	1	One Step Ladder
WZSN WCZZ Tx Site	58	2	Shelve w Misc Parts
WZSN WCZZ Tx Site	59	1	Moseley DSP6000D
WZSN WCZZ Tx Site	60	1	Moseley PCL6000 STL
WZSN WCZZ Tx Site	61	1	Orban FM Optimod 8200
WZSN WCZZ Tx Site	62	1	Broadcast Electronics FX50 FM Exciter
WZSN WCZZ Tx Site	63	2	Sine Systems Remote Control
WZSN WCZZ Tx Site	64	1	Orban Optimod 8200
WZSN WCZZ Tx Site	65	1	Orban AM Optimod 9100B
WZSN WCZZ Tx Site	66	1	Gates M6659 AM Modulation Monitor
WZSN WCZZ Tx Site	67	1	Base Current Interface unit
WZSN WCZZ Tx Site	68	1	AM/FM Radio
WZSN WCZZ Tx Site	69	1	APC UPS
WZSN WCZZ Tx Site	70	1	Broadcast Electronics AM-5E AM Transmitter
WZSN WCZZ Tx Site	71	1	CCA FM 10000G FM Transmitter
WZSN WCZZ Tx Site	72	1	Bird 1 5/8 Inch 2 Port Line Section W Meter & 1 Element
WZSN WCZZ Tx Site	73	1	Fire Extinguisher
WZSN WCZZ Tx Site	74	1	Nitrogen Regulator
WZSN WCZZ Tx Site	75	1	LPB AM-30P Low Power AM Transmitter

1.1(e)
Assumed Contracts

NONE

1.1(f)
Real Property

**ATTACHED IS A DESCRIPTION OF THE LOCATION OF THE REAL PROPERTY TO BE
CONVEYED**



Archive Search Results Form 7460-1 for ASN 1987-ASO-2171-OE

Overview				
Study (ASN):	1987-ASO-2171-OE	Received Date:	11/03/1987	
Prior Study:		Entered Date:	07/19/1991	
Status:	Determined	Completion Date:	12/22/1987	
Letters:		Expiration Date:		
Supplemental Form 7460-2: Please login to add a Supplemental Form 7460-2.				
Sponsor Information		Sponsor's Representative Information		
Sponsor:	UNITED COMMUNITY ENTERPRISES, INC.	Representative:		
Attention Of:		Attention Of:		
Address:	370 BURNETT ROAD	Address:		
Address2:		Address2:		
City:	GREENWOOD	City:		
State:	SC	State:		
Postal Code:	29646	Postal Code:		
Country:	US	Country:		
Phone:	803-22-4300	Phone:		
Fax:		Fax:		
Construction Info		Structure Summary		
Notice Of:	NONE	Structure Type:	Other	
Duration:	(Months: 0 Days: 0)	Structure Name:		
Work Schedule:		FCC Number:		
Date Built:	02/25/1989			
Structure Details		Height and Elevation		
Latitude (NAD 83):	34° 09' 46.00" N		Proposed	DNE
Longitude (NAD 83):	82° 11' 41.00" W			DET
Horizontal Datum:	NAD 83	Site Elevation:	599	
Survey Accuracy:	4D	Structure Height:	300	0
Marking/Lighting:	None	Total Height (AMSL):	899	599
Other Description:				
Name:		Frequencies		
City:	GREENWOOD	Low Freq	High Freq	Unit
State:	SC	103500	103500	MHz
Nearest County:	Greenwood		ERP	Unit
Nearest Airport:	GRD		3000	kW
Distance to Structure:				
On Airport:	No			
Direction to Structure:				
Description of Location:				
Description of Proposal:				

Previous

[Back to
Search
Result](#)

Next

EXHIBIT 1

Form of Escrow Agreement

DULY EXECUTED BY THE PARTIES ON THE DATE SHOWN ABOVE:

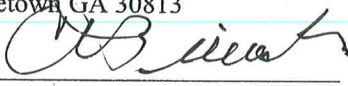
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By: _____
John Broomfield
President & Individual

BUYER:

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Grovetown GA 30813

By:  _____
Clarence T. Barinowski
President

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

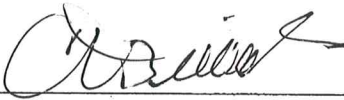
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Clarence T. Barinowski
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ESCROW AGENT:

By: _____
John C. Trent, Esq.
President

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