

Seller: DLC Media, Inc.

Buyer: JKO Media, LLC

Agreements to Application for Assignment Exhibit

The Asset Purchase Agreement and Exhibits thereto are attached hereto.

The schedules to the Asset Purchase Agreement have been omitted because they do not reflect on the legal or other qualifications of the parties, nor do they contain information relevant to whether the structure of the transaction complies with the Commission's Rules. The schedules contain public information already available or proprietary information related to the Licensee and the Stations. Therefore, the schedules need not be submitted to the Commission, but will be provided upon the Commission's request. *See the Commission's Memorandum, Opinion and Order in LUJ, Inc. and Long Nine, Inc.* 17 FCC Rcd 16980 (2002) (File No. BALH-20011011ABJ) and *Public Notice* DA 022049, 17 FCC Rcd 16166 (2002).

The full list of Schedules and Exhibits is found following the signature page to the Asset Purchase Agreement.

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”) is made as of this 5th day of ~~March~~ April 2024 by and between DLC Media, Inc., an Indiana corporation (“Seller”), and JKO Media, LLC, an Illinois Limited Liability Company, (Buyer”):

RECITALS

A. Seller is licensee of Radio Stations WVIG-FM, West Terre Haute, Indiana (FCC ID 68824), WAMB-AM, Brazil, Indiana (FCC ID 19669), and WFNB-FM, Brazil, Indiana (FCC ID 19670) and FM Translators W295CQ (FCC ID 200297), and W258BA (FCC ID 152754) (the “Stations”) pursuant to certain authorizations issued by the Federal Communications Commission (“FCC”).

B. Seller desires to sell, assign and transfer to Buyer, and Buyer desires to purchase and acquire from Seller certain assets and rights of Seller used and useful in the operations of the Stations, all under the terms and conditions described herein, subject to the prior approval of the FCC.

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations, warranties and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 **PURCHASE AND SALE OF PROPERTIES AND ASSETS**

1.1 Assets. Seller agrees to sell and Buyer agrees to purchase certain properties and assets, real, personal and mixed, tangible and intangible (except for the Excluded Assets, defined in Section 1.2, below), that are owned by Seller and held for use by the Station, (collectively, the “Assets”). Except for the representations and warranties set forth in Section 2 of this agreement, the Stations Assets are sold, assigned and transferred WHERE IS, AS IS without any guarantees or warranties as to fitness for purpose, merchantability, or suitability as to the Assets.

1.2 The Assets consist of the following:

(a) Tangible Personal Property. All Tangible Personal Property, as specifically listed on attached Schedule 1.2(a), together with any additions, modifications, alterations or improvements between the date of this Agreement and the Closing Date (collectively, the “Tangible Personal Property”).

(b) Licenses and Authorizations. All rights in and to the Authorizations (as defined in Section 2.9, below) issued to Seller, as listed on attached Schedule 1.2(b), all amendments and all applications therefor, together with any renewals, extensions or modifications

thereof and additions thereto, and all franchises, approvals, licenses, orders, registrations, and variances obtained from any governmental entity.

(c) Contracts. Certain of Seller's Contracts used in connection with the business and operations of the Stations as specifically set forth on Schedule 1.2(c). "Contracts" means unexpired agreements, arrangements, commitments or understandings, for cash or barter, express or implied, relating to the operation of the Stations, to which Seller is a party or is bound. In addition to the Seller's Contracts specifically listed on Schedule 1.2(c), all orders and agreements of Seller, now existing or entered into in the Ordinary Course of Business of the Stations between the date of this Agreement and the Closing Date, for the sale of advertising time on the Stations (including Trade Accounts to the extent provided in Section 1.4(e) below) except those which on the Closing Date have already been filled or have expired.

(d) Intangible Property. All Intangible Property used or useful in the operation of the Stations including but not limited to those listed and described on attached Schedule 1.2(d), and those acquired by Seller between the date hereof and the Closing Date (collectively, the "Intangible Property").

(e) Files and Records. All files and other records of Seller relating to the Stations and the Assets (other than duplicate copies of such files, hereinafter "Duplicate Records") including, without limitation, all documents which are or should be in the Stations' public inspection files, books, files, correspondence, studies, reports, projections, schematics, blueprints, engineering data, customer lists, reports, specifications, records required by any federal, state or local government entity, and all other business, technical and financial information pertaining to the Stations regardless of the media on which stored.

(f) Claims. Any and all of Seller's claims and rights against third parties relating to the Stations, including, without limitation, all rights under manufacturers' and vendors' warranties, and all rights to recovery and rights of setoff and recoupment pertaining to matters arising after the Closing (collectively, the "Claims").

(g) Prepaid Items. All prepaid expenses and prepaid *ad valorem* taxes (which shall be prorated, if applicable, as provided in Section 1.6).

(h) Goodwill. All of Seller's goodwill in, and going concern value of, the Stations.

(i) Real Property.

The tower site for WAMB, WFNB and W295BA is located at 1740 White Rock Road Brazil, IN 47834. The Tower Site for WVIG and W258BA is located at 3438 Larimer Drive, West Terre Haute, IN. 47885. These two parcels of real property, as described in Schedule 1.2(i) hereof, are included among the assets to be sold to Buyer (together, "Real Property"). Buyer understands that there is an easement on the parcel located at 3438 Larimer Drive, West Terre Haute, IN. 47885. and Buyer agrees to assume the obligations of that easement, a copy of which is attached hereto as

Schedule 1.2(ii). The Purchase Price of the Stations includes the consideration for the real property used as the transmitter sites for the Stations. To secure the obligations under the Loan Agreement and the Promissory Note, the Purchase Price will be further secured by a mortgage on both parcels as described below.

1.3 Excluded Assets. The following assets of Seller, to the extent in existence on the Closing Date (collectively, the “Excluded Assets”), shall be retained by Seller:

(a) Corporate and Other Records. The minute books, stock books, shareholder lists and similar corporate records of Seller, and the Duplicate Records as defined in Section 1.1(g) above.

(b) Cash and Investments. All of Seller’s cash on hand or in bank accounts and any other cash equivalents including, without limitation, certificates of deposit, commercial paper, treasury bills, or money market accounts.

(c) Accounts Receivable. All receivables of the Stations accrued through the Effective Time (the “Accounts Receivable”).

(d) Other Excluded Property. Any other property, contracts, rights or licenses listed specifically on Schedule 1.3(d) that Seller intends to retain and not sell or assign to Buyer.

(e) The Studios for the Stations are located at 111 West National Avenue, Brazil, Indiana 47834. The studios are NOT included in the sale of assets. Buyer agrees to lease the studios, together with the broadcast and office equipment located on the premises, for a term of twelve months, commencing on the Closing Date. The agreement to lease the studios will be pursuant to a Lease Agreement (the “Lease Agreement”) attached hereto in Schedule 1.3(e).

1.4 Liabilities

(a) Security Interests. The Assets shall be sold and conveyed to Buyer free and clear of all mortgages, liens, deeds of trust, security interests, pledges, options, restrictions, prior assignments, charges, claims, defects in title and encumbrances of any kind or type whatsoever (collectively, the “Security Interests”) except for: (i) liens for Taxes (as defined in Section 2.8), which are not yet due and payable, accruing before the Effective Time, and (ii) the obligations of Seller arising after the Effective Time, which Buyer has agreed to assume under the Contracts as described in Section 1.3(b). The encumbrances described in the foregoing clauses (i) and (ii) are collectively referred to herein as “Permitted Encumbrances.”

(b) Assumed Liabilities. Except as otherwise provided herein and subject to the terms and conditions of this Agreement, simultaneously with the sale, transfer, conveyance and assignment to Buyer of the Assets, Buyer shall assume, and hereby agrees to perform and discharge when due all liabilities and obligations arising or to be performed after the Closing Date under the Contracts in Schedule 1.2(c) that are effectively assigned and transferred to Buyer and Buyer will

expressly assume the obligations of the Easement attached to Schedule 1.2(ii) (the “Assumed Liabilities”).

(c) Excluded Liabilities. Other than the Assumed Liabilities, Buyer shall not assume or be liable for, and does not undertake or attempt to assume or discharge any obligation of Seller (the “Excluded Liabilities”), specifically including, without limitation:

(i) any liability or obligation of Seller arising out of any Contract Buyer does not assume;

(ii) any obligation to offer employment to any employee of Seller;

(iii) any compensation or benefits or any severance pay or similar obligations to any employee or independent contractor of Seller and any related payroll tax or other liability;

(iv) any liability or obligation of Seller arising out of or relating to any litigation, proceeding or claim by any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, or governmental entity (or any department, agency, or political subdivision thereof) (“Person”) relating to Seller, the Stations or the Assets at or before the Effective Time, whether such litigation, proceeding or claim is pending, threatened or asserted before, on or after the Closing Date;

(v) any financial debt or obligation due to the FCC in connection with the Stations existing at or before the Closing Date (“FCC Debt”); and

(vi) any and all other liabilities, obligations, debts or commitments of Seller whatsoever, whether accrued now or hereafter, whether fixed or contingent, whether known or unknown, or any claims asserted against Seller, any employee of Seller, the Stations or any of the Assets or other items owned by Seller at the Effective Time relating to any event (whether act or omission) at or before the Effective Time, including, without limitation, Seller’s obligation to pay Taxes.

(d) Retained Obligations of Seller. Seller retains and shall hereafter pay, satisfy, discharge, perform and fulfill all Excluded Liabilities, as they become due, without any charge or cost to Buyer.

(e) Trade Accounts. Schedule 1.4(e) contains a list of the Station’s trade and barter accounts, trade contracts and trade commitments receivable and payable (the “Trade Accounts”) and the balance thereof, which Buyer has agreed to assume.

1.5 Deposit Agreement. Upon the execution of this Agreement, Buyer shall deliver to Gary Hanner, Esq. (the “Deposit Agent”) the sum of Twenty-Five Thousand and 00/100 Dollars

(\$25,000.00), by wire transfer of immediately available funds (the “Deposit Amount”). The Deposit Amount shall be held by the Deposit Agent in accordance with the terms of an earnest money Deposit Agreement dated the date of this Agreement in the form of attached Exhibit A (the “Deposit Agreement”). At the Closing, upon receipt of joint written instructions from Seller and Buyer, Deposit Agent shall deliver the Deposit Amount to Seller as a credit against the cash portion of the Purchase Price. If the Closing does not take place in accordance with the terms of this Agreement, then the Deposit Amount will be delivered to the Seller or the Buyer in accordance with the provisions in Section 10.1 below.

1.6 Purchase Price, Payment, and Allocation.

(a) Purchase Price. The aggregate purchase price to be paid for the Assets will be Eight Hundred Seventy-Five Thousand and 00/100 Dollars (\$875,000.00), (the “Purchase Price”).

(b) Method of Payment. At Closing, the Deposit Amount of (\$25,000.00) shall be delivered by the Deposit Agent to Seller pursuant to Section 1.5 above. Buyer shall also pay to Seller, by wire transfer, the additional sum of One Hundred Fifty Thousand Dollars (\$150,000.00). The balance of the Purchase Price, Seven Hundred Thousand Dollars (\$700,000.00), shall be paid by Buyer in the form of a Promissory Note, bearing 6.0 percent interest, in favor of Seller. The Promissory Note will be secured by a first lien on all of the Tangible Personal Property, Personal Guarantees of the principals of Buyer, and the mortgages on the two parcels of Real Property. The Promissory Note, the Loan Agreement, the Guaranty and the Security Agreement (together the “Loan Documents”) are attached hereto in Exhibit B. If payments directly to the holders of any debts, taxes, claims, liens, judgments, or security interests in the Assets are reasonably necessary, in Buyer’s discretion, in order to release or satisfy such interests, Buyer may make such payments directly to such parties in order to obtain releases and/or satisfactions of such interests, and a credit for such amounts paid will be applied to the balance of the Purchase Price due from Buyer at Closing.

(c) Allocation of Purchase Price. Buyer and Seller agree that the Purchase Price shall be allocated among the Assets in the manner set forth on Schedule 1.6(c). The Purchase Price allocation agreed to by the parties pursuant to this Section 1.6(c) shall be referred to as the “Allocation.” Seller and Buyer agree (i) to complete Internal Revenue Service (“IRS”) Form 8594 in the manner required by Section 1060 of the Internal Revenue Code of 1986, as amended (the “Code”), the regulations thereunder, and the Allocation, and to separately file such IRS Form 8594 with its federal income tax return for the tax year in which the Closing occurs, and (ii) that neither Seller nor Buyer will take a position on any tax return inconsistent with the Allocation without the written consent of the other party; *provided, however*, that nothing contained herein shall prevent Buyer or Seller from settling any proposed deficiency or adjustment by any taxing authority based upon or arising out of the Allocation, and neither Buyer nor Seller shall be required to litigate before any court, any proposed deficiency or adjustment by any taxing authority challenging such Allocation. Notwithstanding anything to the contrary in this Agreement, the provisions of this Section 1.6(c) shall survive the Closing.

1.7 Adjustments.

(a) General Rule. The operation of the Stations and the income and normal operating expenses attributable thereto through 11:59:59 p.m. (Eastern Standard Time) at the end of the Closing Date (the “Effective Time”) shall be for the account of Seller and thereafter for the account of Buyer. Expenses for goods or services received both before and after the Effective Time, power and utilities charges, prepaid cash (excluding deposits), and rents and similar prepaid and deferred items, including annual FCC Mass Media Regulatory Fees, shall be prorated between Seller and Buyer as of the Effective Time. At Closing, the parties shall make all known prorations and estimate any remaining prorations, including the Trade Account balances. All special assessments and similar charges or liens imposed against any of the Assets in respect of any period of time through the Effective Time, whether payable in installments or otherwise, shall be the responsibility of Seller and amounts payable with respect to such special assessments, charges or liens in respect of any period of time after the Effective Time shall be the responsibility of Buyer and such charges shall be adjusted as required hereunder.

(b) Final Adjustment Schedule/Dispute Resolution. All of the Stations’ expenses shall be prorated between Seller and Buyer as of the Closing Date and paid insofar as feasible on the Closing Date. Buyer will prepare and deliver to Seller within ninety (90) days after the Closing Date a report computing the details of the determination, in accordance with the provisions of Section 1.7(a), of the final prorations as compared to the estimated prorations made at Closing. Within thirty (30) days after receiving the report, Seller will provide Buyer with any objections to the computations. If Seller has no objections, the party obligated to make payment under the report will do so within five business days after the expiration of the 30-day period. Any disagreement which cannot be resolved by the parties within thirty (30) days will be resolved by Seller and Buyer selecting an independent, disinterested certified public accountant knowledgeable of the broadcast industry to resolve the dispute. The accountant’s resolution shall be binding on the parties and subject to judicial enforcement. Each Party shall equally pay for the costs associated with the services of the accountant.

1.8 Closing. The consummation of the transactions provided for in this Agreement (the “Closing”) shall take place at a mutually agreeable location on a date, mutually agreeable to the parties, after the FCC Order is granted, provided that such date is no later than ten (10) days after the FCC Order, subject in all events to the satisfaction or waiver of the conditions specified in Articles 7 and 8 below. “FCC Order” means the order of the FCC consenting to the assignment of all Authorizations to Buyer without any conditions that would restrict, limit, increase the cost or burden of or otherwise adversely affect or impair, in any material respect, the right of Seller or Buyer to the ownership, use, control, enjoyment or operation of the Stations or the proceeds therefrom; *provided, however*, that any condition which requires that the Stations be operated in accordance with conditions substantially similar to and not more adverse than those contained in the present Authorizations issued for operation of the Stations, shall not be applicable. At Buyer’s option, the date for consummation may be delayed to a date no later than ten (10) business days after the FCC Order becomes Final. “Final” means an order (i) which is effective, (ii) with respect to which no appeal, request for stay, request for reconsideration or other request for

review is pending, (iii) with respect to which the time for appeal, requesting a stay, requesting reconsideration or requesting other review has expired, and (iv) which cannot be set aside *sua sponte*. The date on which the Closing is to occur is referred to herein as the “Closing Date.”

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this Article 2 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 2). The term “Knowledge,” when applied to Seller herein, means knowledge of Seller’s managers having responsibility for or holding a position that reasonably could be expected to involve substantial knowledge about the subject matter to which such knowledge relates.

2.0 Status. DLC Media, Inc. is a corporation duly organized, in good standing and validly existing under the laws of Indiana and is registered to do business in both Indiana and Illinois. DLC Media, Inc. has the requisite power to carry on its business as it is now being conducted. DLC Media, Inc. has the requisite power, to own and operate the Stations and to complete the transactions contemplated by this Agreement.

2.1 Entity Action. All actions and proceedings necessary to be taken by or on the part of Seller in connection with the performance, execution and delivery of this Agreement have been duly and validly taken and this Agreement has been duly and validly authorized, executed, and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with and subject to the terms contained herein.

2.2 No Defaults. Neither the execution, delivery and performance by Seller of this Agreement nor the consummation by Seller of the transactions contemplated hereby are events that, of themselves or with the giving of notice or the passage of time or both, will: (a) violate or conflict with any provision of the Articles of Incorporation of the By-laws (“Governing Documents”) of DLC Media, Inc. (b) not result in any termination or modification of, or cause any acceleration of any obligation of Seller under any contract, mortgage, indenture, agreement, lease or other instrument to which Seller is a party or by which it is bound, or result in the creation of any security interest in the Assets; (c) violate any judgment, decree, order, statute, law, rule or regulation of any court, arbitrator or government or regulatory body applicable to Seller, the Stations or the Assets; or (d) result in the creation or imposition of any lien, charge or encumbrance against the Stations or the Assets.

2.3 Contracts. Seller has provided to Buyer complete and correct copies of all Contracts listed on Schedule 1.2(c), and all amendments, modifications, extensions and renewals thereof and written summaries of all oral Contracts listed on Schedule 1.2(c). No change in any

material term or provision of any such Contract will occur as a result of the acquisition of the Assets by Buyer or the assignment by Seller of such Contract to Buyer.

2.4 Breach. Seller is not in violation or breach of any of the terms, conditions or provisions of its Governing Documents or any Contract, indenture, mortgage, deed of trust, court order, judgment, arbitration award or decree relating to or affecting the Stations or the Assets, to which Seller is a party or by which it is bound. All accrued and currently payable amounts due from Seller under any Contract have been paid, except where a good faith claim has been raised. No other party thereto is in default or breach under any of the Contracts to be assumed by Buyer at the Closing.

2.5 Financial Information. Seller has made available to Buyer financial statements which fairly and accurately present the financial position of Seller and the Stations as of their respective dates and the results of operations for the periods indicated. Collectively, the statements provided in connection with this section shall be referred to as the “Financial Statements.” There are no liabilities or obligations of Seller related to the Stations or the Assets accruing or arising before the date of this Agreement that should be reflected in the Financial Statements that are not so reflected.

2.6 Taxes. Subject to any exceptions noted in Schedule 2.8, to the best of Sellers’ knowledge, all federal, state and local returns, reports, estimates and other statements (“Returns”) required to have been filed with any jurisdiction with respect to Seller and the operation of the Stations with respect to any income, franchise, property, sales, value-added, payroll, withholding, excise, and all other taxes, duties, levies, penalties, assessments or deficiencies of every nature and description (collectively, “Taxes”) have been duly and timely filed by Seller. Seller has paid all Taxes due and payable that it is required to pay. There are no Taxes that are past due. No consent extending the applicable statute of limitations has been filed by or for Seller with respect to any of such Taxes. With respect to its employees working at the Stations, Seller has filed all Returns required to be filed, and withheld and paid all required Taxes for employee income tax withholding, social security, Medicare and unemployment taxes and other similar taxes and charges, in compliance with the tax withholding provisions of the Code and other applicable federal, state and local laws.

2.7 Licenses. Seller is the holder of all licenses, permits, franchises, authorizations and approvals required for the operation of the Stations (collectively, the “Authorizations”) and all of such licenses, permits and authorizations are listed on Schedule 1.2(b). Except for pending applications for authorizations and other matters disclosed on Schedule 1.2(b), the Authorizations constitute all of the licenses and authorizations required under the Communications Act of 1934, as amended (the “Communications Act”), or the current rules, regulations and policies of the FCC for the operation of the Stations. The Authorizations are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending or threatened any action by or before the FCC to revoke, suspend, cancel, rescind or modify any of the Authorizations (other than proceedings to amend FCC rules of general applicability) and there is not now issued, outstanding, pending or, to Seller’s Knowledge, threatened by or before the FCC,

any complaint, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or FCC Debt against the Stations, except as noted in Schedule 2.8. The Stations are and will be on the Closing Date operating in compliance with the Authorizations, the Communications Act and the current rules of the FCC in all material respects and the ordinances, rules, regulations and policies of the States of Indiana and Illinois. An application for a new microwave link as disclosed on Schedule 1.2(b) shall be on file with the Commission prior to Closing and the cost of any installation and licensing of said link shall be borne solely by Seller.

2.8 Additional Regulatory Matters.

(a) Reports. To the best of Seller's knowledge, all reports, filings and payments required to be filed with or paid to the FCC and any other governmental entity by Seller in connection with the Stations or the Assets have been filed. All such reports and filings are accurate and complete and from the date hereof to the Effective Time all reports required to be filed will be accurate, complete and filed. Seller maintains appropriate public files as required by FCC rules. Seller is operating only those facilities for which appropriate Authorizations have been obtained from the FCC.

(b) No Notices/Renewal. Seller has not received notice or other communication in connection with the Stations or the Assets indicating that it is not in compliance with all requirements of (i) the FCC and the Communications Act, or (ii) applicable state and local statutes, regulations and ordinances. Seller has no Knowledge and has received no notice or communication, formal or informal, indicating that the FCC, or any other governmental entity is considering revoking, suspending, modifying, canceling, rescinding or terminating any Authorization.

(c) RF Radiation. The operation of the Stations does not cause or result in exposure of workers or the general public to levels of radio frequency radiation in violation of FCC Rule 1.1310 or FCC OST/OET Bulletin Number 65.

(d) FCC Debts. There are no outstanding FCC Debts associated with the Stations.

(e) FAA Compliance. Seller and the Assets are in compliance with the rules and regulations of the Federal Aviation Administration (the "FAA") applicable to the Stations in all material respects. All towers used by the Stations are in compliance with all painting, lighting and tower registration requirements of the FAA, the FCC and any other governmental authority in all material respects. There are no pending applications with the FAA with respect to towers used by the Stations.

2.9 Intentionally Left Blank.

2.10 Approvals and Consents. The only approvals or consents of persons or entities not a party to this Agreement that are legally or contractually required to be obtained by Seller in connection with the consummation of the transactions contemplated by this Agreement are

those which are described in Section 4.4 below and the FCC Order (“Consents”). Any approvals under the Contracts or from any governmental division, regulatory authority or agency are material for purposes of this Section. The consummation of the transactions contemplated by this Agreement is not in conflict with, and does not require the consent under, any employment agreement, collective bargaining agreement, or any other employment related agreement, law or regulation applicable to any of Seller’s employees.

2.11 Assets/Tangible Personal Property. The Assets listed in Schedules to Section 1 constitute all of the assets to be conveyed to Buyer and are all of the assets necessary for operation of the Stations as currently operated. The Tangible Personal Property listed in Schedule 1.2(a) is a true and complete list as of the date hereof of all items of tangible personal property to be conveyed to Buyer. Seller has good, valid and marketable title to or the unrestricted right to use all of the Assets listed on the Schedules to Section 1, free and clear of all Security Interests of every kind or character (other than Permitted Encumbrances). Except as disclosed on Schedule 1.2(a), all Tangible Personal Property is operational and has been maintained, reasonable wear and tear excepted, and has been maintained in accordance with good engineering practice, industry standards and any standards or guidelines imposed by the FCC. As disclosed on Schedule 1.2(a) the remote control for WVIG shall be repaired or replaced prior to Closing.

2.12 Real Property. Schedule 1.2(i) contains legal descriptions of the Real Property owned by Seller and used or held for use in the business or operation of the Stations, including all material structures located on such Real Property. Seller owns good and marketable fee simple title to the Real Property free and clear of Security Interests other than Permitted Encumbrances. No part of any Real Property is subject to any pending or, to Seller’s knowledge, threatened suit for condemnation or other taking by any public authority. All buildings and other improvements included in the Real Property are in good operating condition and repair, and to Seller’s knowledge, are free from material defect or damage, and comply in all material respects with applicable zoning, health and safety laws and codes. The Stations’ towers, guy wires and anchors, ground systems and other facilities and improvements do not encroach upon any adjacent premises, and no facilities from adjacent premises encroach upon any of the Stations’ properties. Seller has delivered to Buyer true and complete copies of all deeds, title insurance policies, title insurance commitments and surveys in its possession that are applicable to any owned Real Property.

2.13 Environmental Matters. Seller, to the best of its knowledge, is in compliance with all federal, state and local laws and regulations in all material respects relating to pollution and the discharge of materials into the environment (collectively, the “Environmental Laws”). To Seller’s Knowledge, no hazardous or toxic substances have been released, discharged or disposed of at either tower site. To Seller’s Knowledge, there are no quantities or concentrations of hazardous or toxic substances present at, on or under the tower sites that would pose an unacceptable risk to human health or the environment under any Environmental Law. No litigation or proceeding relating to Environmental Laws, or any release, discharge or disposal of hazardous or toxic substances is pending or, to Seller’s Knowledge threatened against the Stations or Seller.

2.14 Compliance with Laws and Regulations. To the best of Seller's knowledge, the Stations, the Assets, and Seller are in compliance with all requirements of federal, state and local law and all requirements of all federal, state and local governmental bodies or agencies having jurisdiction over any of them in all material respects, the operations of the Stations, the use of Seller's properties and assets (including the Assets). Seller has filed all reports and other documents required to be filed with any federal, state or local government or subdivision or agency thereof in connection with the Stations and the Assets. Seller has received no notice from any federal, state or municipal authority or any insurance or inspection body that any of its properties, facilities, equipment or business procedures or practices fails to comply with any applicable law, ordinance, regulation, building or zoning law or requirement of any public authority or body.

2.15 Insurance. Seller maintains and will continue to maintain in full force and effect through the Effective Time, insurance policies covering it, the Stations and the Assets. All of such policies are in full force and effect and Seller is not in default of any material provision thereof. Seller has received no notice from any issuer of any such policies of its intention to cancel, terminate or refuse to renew any policy issued by it.

2.16 Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending or, to Seller's Knowledge, threatened against Seller, nor, to Seller's Knowledge, is there any basis for any such suit, arbitration, administrative charge or other legal proceedings, claim or governmental investigation.

2.17 Intangible Property. Seller has all right, title and interest in and to all Intangible Property necessary in the operation of the Stations as presently operated. Seller has not received notice of any claim against it involving any conflict or claim of conflict of any of the items listed on Schedule 1.2(d), and, to Seller's Knowledge, there is no basis for any such claim of conflict. Each item of Intangible Property owned or used by Seller in the operation of the Stations immediately before the Closing will be owned or available for use by Buyer on identical terms and conditions immediately after the Closing. To Seller's Knowledge, no programming or other material used, broadcast or disseminated by Seller on the Stations, infringes on any copyright, patent or trademark of any other party. Seller has not received notice of any claim of infringement of any third-party's copyright, patent, trademark, service mark, logotype, license or other proprietary right, including the use of any call sign, slogan or logo currently used by the Stations. Seller owns or possesses adequate licenses or other rights to use all copyrights, patents, trademarks, service marks, trade names, logotypes and other intangible rights used in the operation of the Stations.

2.18 Intentionally Left Blank.

2.19 Intentionally Left Blank.

2.20 Bankruptcy. No insolvency proceedings in the nature of bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, by or against Seller or the Assets, are pending or threatened, and Seller has not made any

assignment for the benefit of creditors or taken any action in contemplation or in furtherance of the institution of such insolvency proceedings.

2.21 Employees. Although Buyer is not under any obligation to hire any employees of Seller in connection with the transactions contemplated by this Agreement, Buyer may, in its sole discretion, on the Closing Date or thereafter, offer employment to certain employees of Seller employed in operation of the Stations. Seller represents and warrants that with respect to the Station's employees, there are no collective bargaining agreements or written or oral agreements relating to the terms and conditions of employment or termination of employment covering such employees. All of the Station's employees are employees-at-will. Seller is not engaged in any unfair labor practice or other unlawful employment practice and there are no unfair labor practice charges or other employee-related complaints, grievances or arbitrations against the Seller pending or, to Seller's Knowledge, threatened before the National Labor Relations Board, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, the Department of Labor, any arbitration tribunal or any other federal, state, local or other governmental authority. No union representation question is pending or threatened with respect to any of the Station's employees. Seller has no employee handbooks or written policies and procedures relating to employment by the Seller of the Station's employees. To the best of Seller's knowledge, Seller has complied with all labor and employment laws in all material respects.

2.22 Full Disclosure. No provision of this Agreement relating to Seller or any other document, or other information furnished by Seller to Buyer in connection with the execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article 3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 3). The term "Knowledge," when applied to Buyer herein, means knowledge of Buyer's Members having responsibility for or holding a position that reasonably could be expected to involve substantial knowledge about the subject matter to which such knowledge relates.

3.1 Qualification as a Broadcast Licensee. Buyer is financially qualified and, to Buyer's Knowledge, is legally qualified under the Communications Act and the rules, regulations and policies of the FCC to acquire the Assets from Seller. There is no fact or condition known to Buyer that would, under the Communications Act and the existing rules, regulations and policies of the FCC, disqualify Buyer as owner and operator of the Stations. To Buyer's Knowledge, no waiver of any FCC rule, regulation or policy existing as of the date of this Agreement will be required, with respect to Buyer, to obtain the FCC Order. Buyer has consulted with qualified

engineers and has determined that there are no multiple ownership issues associated with its acquisition of the Stations and that multiple ownership issues will not create any impediment to the successful consummation of this transaction.

3.2 Status.

(a) Buyer. Buyer is a limited liability company duly organized, in good standing and validly existing under the laws of the State of Illinois. Buyer has the requisite power to carry on its business as it is now being conducted and to enter into and complete the transactions contemplated by this Agreement.

(b) Approvals and Consents. There are no approvals or consents of Persons not a party to this Agreement that are legally or contractually required to be obtained by Buyer in connection with the consummation of the transactions contemplated by this Agreement, other than the FCC Order.

3.3 No Defaults. Neither the execution, delivery and performance by Buyer of this Agreement nor the consummation by Buyer of the transactions contemplated hereby are events that, of themselves or with the giving of notice or the passage of time or both, will: (a) violate or conflict with any provision of the Articles of Formation or Operating Agreement of Buyer; (b) constitute a violation of, conflict with or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation of Buyer under any contract, mortgage, indenture, agreement, lease or other instrument to which Buyer is a party or by which it is bound, or (c) violate any judgment, decree, order, statute, law, rule or regulation of any court, arbitrator or government or regulatory body applicable to Buyer.

3.4 Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending or, to Buyer's Knowledge, threatened against Buyer affecting Buyer's qualification to hold an FCC license or its ability to purchase and acquire the Assets nor, to Buyer's Knowledge, is there any basis for any such suit, arbitration, administrative charge or other legal proceedings, claim or governmental investigation. Buyer has not been operating under or subject to, or in default with respect to, any order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, agency or instrumentality which would have an adverse effect on Buyer's ability to enter into this Agreement or consummate the transactions contemplated hereby.

3.5 Entity Action. All actions and proceedings necessary to be taken by or on the part of Buyer in connection with the performance, execution and delivery of this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with and subject to the terms contained herein.

3.6 Intentionally Left Blank.

3.7 Full Disclosure. No provision of this Agreement relating to Buyer or any other document, or other information furnished by Buyer to Seller in connection with the execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated to make the statement, in light of the circumstances in which it is made, not misleading.

3.8 Financial Ability. Buyer has sufficient funds available to it through commitments and other sources to consummate this transaction and there is no contingency of any kind regarding Buyer's financing of this transaction.

ARTICLE 4

COVENANTS OF SELLER PENDING THE CLOSING

Seller covenants and agrees that, from the date hereof until the completion of the Closing:

4.1 Operations of the Business.

(a) Ordinary Operations. Seller shall use its best efforts to carry on operations of the Stations and keep its books and accounts, records and files in the usual and ordinary manner in which the business of the Stations has been conducted in the past. Seller shall operate the Stations in compliance with the terms of the Authorizations and all applicable laws, rules and regulations, including, without limitation, FCC rules and regulations in all material respects.

(b) Intentionally Left Blank.

4.2 Access to Facilities, Files and Records. At the reasonable request of Buyer and on reasonable advance notice, Seller shall from time to time promptly give or cause to be given to the officers, employees, accountants, counsel, agents, consultants and representatives of Buyer full access during normal business hours to: (i) all facilities, properties, accounts, books, deeds, title papers, insurance policies, agreements, contracts, commitments, records and files of every character, including, without limitation, equipment, machinery, fixtures, furniture, vehicles, accounts payable and receivable relating to the Stations; and (ii) all such other information concerning the Stations and the Assets as Buyer may reasonably request.

4.3 Representations and Warranties. Seller shall give detailed written notice to Buyer promptly on learning of the occurrence of any event that would cause or constitute a breach of any warranties.

4.4 Consents. Seller shall use its best efforts to obtain, prior to Closing, the consent or approval of any third Person required under any Contract, including providing adequate notice of the assignment where applicable.

4.5 Notice of Proceedings. Seller will promptly notify Buyer in writing on: (a) receiving notice of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement or the transactions contemplated hereunder; or (b) receiving any notice from any governmental department, court, agency or commission of its intention (i) to institute an investigation into, or institute a suit or proceeding to restrain or enjoin, the consummation of this Agreement or such transactions, or (ii) to nullify or render ineffective this Agreement or such transactions if consummated.

4.6 Consummation of Agreement; Wire Instructions. Subject to the provisions of Section 10.1 of this Agreement, Seller shall use its best efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement and use its best efforts to cause the transactions contemplated by this Agreement to be fully carried out. No less than three (3) business days prior to the Closing Date, Buyer and Seller shall jointly instruct the Escrow Agent to deliver the Escrow Deposit to Seller at or before the Closing Date. Buyer and Seller will provide timely wire transfer instructions to the Escrow Agent to enable a wire transfer of funds on the Closing Date pursuant to Section 1.5(b) above.

4.7 Application for FCC Consents. As promptly as practicable after the date of this Agreement, and in no event later than five (5) business days after the full execution of this Agreement, Seller shall cause to be filed an application with the FCC requesting the FCC's written consent to the assignment of the Authorizations to Buyer. Seller shall use its best efforts, to take all steps that are proper, necessary or desirable to expedite the preparation of such application and its prosecution to a favorable conclusion. Seller shall bear one-half of the cost of application filing fees relating to the assignment of the Authorizations to Buyer.

4.8 Publicity. Neither Buyer nor Seller nor shall issue or cause the publication of any press release or any other public statement or any correspondence or other communication with respect to the execution and Closing of this Agreement unless Buyer and Seller agree, in writing, to do so.

4.9 Exclusivity. Seller will terminate all other discussions and negotiations with all Persons (other than Buyer) regarding the sale of the Assets.

4.10 Confidentiality. Any and all information, disclosures, knowledge or facts regarding Buyer and its operations received by Seller (including, without limitation, any of Seller's managers, partners, officers, employees, accountants, counsel, agents, consultants or representatives, or any of them (collectively, "Representatives")) pursuant to or in connection with this Agreement, shall be confidential and shall not be divulged, disclosed or communicated to any other Person, except as required by law and to Seller's Representatives and their respective attorneys for the purpose of consummating the transactions contemplated by this Agreement. If this Agreement terminates before Closing, Seller shall promptly return any information obtained regarding Buyer and Seller shall instruct its Representatives also to return any such information.

4.11 Prior to the Closing Date, Seller shall not, without Buyer's prior written consent:

(a) Modify any of the Authorizations;

(b) Seller, lease, transfer, or agree to sell, lease or transfer, any of the Assets except for non-material sales or leases in the ordinary course of business of items which are replaced by assets of comparable or superior kind, condition and value;

(c) Renew, amend, or terminate any Contract, or enter into any new contract with respect to any of the Stations in any manner that will be binding upon Buyer or the Stations after Closing;

(d) Create, suffer, or permit the creation of any Security Interest on the Assets, except for Permitted Encumbrances; or

(e) Make any changes in the Stations' buildings, leasehold improvements or fixtures except in the ordinary course of business.

4.12 Control. Consistent with the rules, regulations and policies of the FCC, control, supervision and direction of the operation of the Stations prior to Closing shall remain the responsibility of Seller as the holder of the Authorizations.

ARTICLE 5

COVENANTS OF BUYER PENDING THE CLOSING

Buyer covenants and agrees that, from the date hereof until the completion of the Closing:

5.1 Representations and Warranties. Buyer shall give detailed written notice to Seller promptly on learning of the occurrence of any event that would cause or constitute a breach.

5.2 Consents. Buyer shall cooperate with Seller to obtain the consents of any third Person required under any Contract listed on Schedule 1.2(c).

5.3 Notice of Proceedings. Buyer will promptly notify Seller in writing on: (a) becoming aware of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement or the transactions contemplated hereunder; or (b) receiving any notice from any governmental department, court, agency or commission of its intention (i) to institute an investigation into, or institute a suit or proceeding to restrain or enjoin the consummation of this Agreement or such transactions, or (ii) to nullify or render ineffective this Agreement or such transactions if consummated

5.4 Consummation of Agreement. Subject to the provisions of Section 10.1 of this Agreement, Buyer shall fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement and to cause the transactions contemplated by this Agreement to be fully carried out.

5.5 Application for FCC Consent. As promptly as practicable after the date of this Agreement, and in no event later than five (5) business days after the full execution of this Agreement, Buyer shall cooperate with Seller to prepare and file the application requesting the FCC's written consent to the assignment of the Authorizations to Buyer as provided in Section 4.7 and take all such steps that are proper, necessary or desirable to expedite the prosecution of such application to a favorable conclusion. Buyer shall bear one-half of the cost of application filing fees relating to the assignment of the Authorizations to Buyer.

5.6 Publicity. Buyer shall not issue or cause the publication of any press release or any other public statement or any correspondence or other communication with respect to the execution and Closing of this Agreement unless Seller shall have had the prior opportunity to review and comment thereon and such release or statement has been consented to by Seller.

5.7 Confidentiality. Any and all information, disclosures, knowledge or facts regarding Seller and the Assets received by Buyer (including, without limitation, any of Buyer's Representatives) pursuant to or in connection with this Agreement, shall be confidential and shall not be divulged, disclosed or communicated to any other Person, except as required by law and to Buyer's Representatives and their respective attorneys for the purpose of consummating the transactions contemplated by this Agreement. If this Agreement terminates before Closing, Buyer shall return promptly any information obtained regarding Seller or the Assets and Buyer shall instruct its Representatives also to return any such information.

ARTICLE 6

CONDITIONS TO THE OBLIGATIONS OF SELLER

The obligations of Seller under this Agreement are, at its option, subject to the fulfillment of the following conditions before or on the Closing Date:

6.1 Representations, Warranties and Covenants

(a) Representations True. Each of the representations and warranties of Buyer contained in this Agreement shall have been true and correct as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall then be true and correct in all material respects except to the extent changes are permitted or contemplated pursuant to this Agreement;

(b) Buyer Compliance. Buyer shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it before or on the Closing Date; and

(c) Certificate of Buyer. Buyer shall have furnished Seller with a certificate, dated the Closing Date and duly executed by an officer or manager of Buyer to the effect that the conditions set forth in Sections 6.1 (a) and (a) have been satisfied.

6.2 Proceedings.

(a) No Injunction. No party shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

(b) Postponement. In the event such a restraining order or injunction is in effect, this Agreement may not be terminated by Seller pursuant to this Section 6.2 before the Final Closing Date but the Closing shall be delayed during such period. This Agreement may be terminated after such date if such restraining order or injunction remains in effect.

6.3 Deliveries. Buyer shall have complied with each and every one of its obligations set forth in Section 8.2.

6.4 Authorizations. The FCC Application shall have been granted.

ARTICLE 7
CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement are, at its option, subject to the fulfillment of the following conditions before or on the Closing Date:

7.1 Representations, Warranties and Covenants.

(a) Representations True. Each of the representations and warranties of Seller contained in this Agreement shall have been true and correct as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall then be true and correct in all material respects except to the extent changes are permitted or contemplated pursuant to this Agreement;

(b) Seller's Performance. Seller shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it before or on the Closing Date;

(c) Seller's Certificates. Seller shall have furnished Buyer with certificates, dated the Closing Date and duly executed by an officer of Seller, to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied.

7.2 Proceedings.

(a) No Injunction. No party shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

(b) Postponement. If such a restraining order or injunction is in effect, then this Agreement may not be terminated by Buyer pursuant to this Section before the Final Closing Date, but the Closing shall be delayed during such period. This Agreement may be terminated after such date if such restraining order or injunction remains in effect.

7.3 Liens Released. All Security Interests pertaining to the Assets shall be released of record and there shall be no liens in respect of the Assets, except Permitted Encumbrances.

7.4 Deliveries. Seller shall have complied with each and every one of its obligations set forth in Section 8.1.

7.5 Authorizations. The FCC Order shall be effective and shall have become Final.

7.6 Consents. Seller shall have obtained all consents and all approvals and waivers of governmental agencies as are required for the consummation of the transactions contemplated by this Agreement, without any change in the terms thereof, except those approved by Buyer in writing.

7.7 Revised Schedules. Seller shall have delivered to Buyer such revised forms of each of the Schedules or updated information for addition to or inclusion in the Schedules as are necessary to reflect changes in such Schedules as of the Closing Date.

7.8 No Material Adverse Change. There shall have been no material adverse effect upon any of the Assets or the business of the Stations.

ARTICLE 8

ITEMS TO BE DELIVERED AT THE CLOSING

8.1 Deliveries by Seller. At the Closing, Seller shall deliver to Buyer, duly executed by Seller:

(a) Bills of Sale, Assignments, Etc. Bills of sale, deeds, certificates of title, endorsements, assignments, transfer documents, and other good and sufficient instruments of sale, conveyance, transfer and assignment, in form and substance satisfactory to Buyer, sufficient to sell, convey, transfer and assign to Buyer all right, title and interest of Seller in and to the Assets and to quiet Buyer's title thereto;

(b) Joint Escrow Instructions. Joint instructions to the Escrow Agent to release the Escrow Deposit to Seller.

(c) Officer's Certificate. The certificate referred to in Section 7.1(c);

(d) Consents. The consents described in Section 7.6, in form and substance satisfactory to Buyer; and

8.2 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) Purchase Price. The Purchase Price, which shall be paid in the manner specified in Section 0(g);

(b) Joint Escrow Instructions. Joint instructions to the Escrow Agent to release the Escrow Deposit to Seller;

(c) Assumption Agreements. An instrument or instruments of assumption of the Contracts, the Lease for the studios/offices, and the Tower Site Lease to be assumed by Buyer pursuant to this Agreement, in form and substance satisfactory to Seller; and

(d) Officer's Certificate. The certificate referred to in Section 6.1(c).

ARTICLE 9

SURVIVAL; INDEMNIFICATION

9.1 Survival. All representations and warranties contained in this Agreement, or in any Schedule, certificate, agreement or statement delivered pursuant hereto, shall survive the Closing, any investigation conducted by any party hereto and any information which any party may receive, for twelve months after the Closing Date, provided, however, the representations and warranties contained herein, or in any Schedule, certificate, agreement or statement delivered pursuant hereto, with respect to income taxes, personal property taxes, real estate taxes, FCC Debt, environmental matters, employee matters, broker commissions, and health and safety matters shall survive until the expiration of the limitations period under the respective applicable law, whereupon all such representations, warranties, and indemnities with respect thereto, shall expire and terminate and shall be of no further force or effect. If a Deficiency is asserted by either party, before the expiration of the survival or limitations period, such asserted Deficiency shall survive until the existence of such Deficiency has been finally established and the Deficiency is resolved as provided below.

9.2 Basic Provision

(a) Buyer Indemnitees. Seller (an "Indemnifying Party") hereby agrees to indemnify and hold harmless Buyer, its officers, managers and members (collectively, the "Buyer Indemnitees") from, against and in respect of, and to reimburse the Buyer Indemnitees for the amount of any and all Deficiencies.

(b) Seller Indemnitees. Buyer (an "Indemnifying Party"), hereby agrees to indemnify and hold harmless Seller and its officers, managers and members (collectively, the

“Seller Indemnitees”) from, against and in respect of, and to reimburse Seller Indemnitees for the amount of any and all Deficiencies.

9.3 Definition of “Deficiencies”.

(a) Deficiencies for Buyer. As used in this Article 9, the term “Deficiencies” when asserted by the Buyer Indemnitees or arising out of a third party claim against the Buyer Indemnitees shall mean any and all losses, fines, damages, liabilities and claims sustained by the Buyer Indemnitees and arising out of, related to, in the nature of, caused by, based on or resulting from:

(i) Any material misrepresentation, material breach of warranty or any material non-fulfillment of any representation, warranty, covenant, obligation or agreement on the part of Seller contained in or made in this Agreement or in a Schedule, certificate, agreement or statement delivered pursuant to this Agreement.

(ii) Any failure by Seller to pay or discharge any Excluded Liability or any other liability of Seller and the Seller Indemnitees, direct or contingent, that is not expressly assumed by Buyer pursuant to the provisions of this Agreement, and which pertains solely to the Stations and the Assets.;

(iii) Any litigation, proceeding or claim by any third party to the extent relating to the businesses or operations of the Assets or the Stations before the Effective Time;

(iv) Any payment required to be paid by Seller with respect to any employee or consultant of Seller;

(v) Seller’s operation of the Stations or Seller’s business before the Effective Time, except for obligations or liabilities expressly assumed by Buyer herein;

(vi) Any and all acts, suits, proceedings, demands, assessments and judgments and all reasonable fees, costs and expenses of any kind, related or incident to any of the foregoing (including, without limitation, any and all reasonable fees (whether of attorneys, accountants or other professionals), costs and expenses of any kind reasonably incurred by any Person identified herein and its counsel in investigating, preparing for, defending against, or providing evidence, producing documents or taking other action with respect to any threatened or asserted claim (“Legal Expenses”)); or

(b) Deficiencies for Seller. As used in this Article 9, the term “Deficiencies” when asserted by the Seller Indemnitees or arising out of a third party claim against the Seller Indemnitees shall mean any and all losses, damages, liabilities and claims sustained by the Seller Indemnitees and arising out of, related to, in the nature of, caused by, based on or resulting from:

(i) Any material misrepresentation, material breach of warranty or any material non-fulfillment of any representation, warranty, covenant, obligation or agreement on the part of Buyer contained in or made in this Agreement or in a Schedule, certificate, statement or agreement delivered pursuant to this Agreement;

(ii) Any failure by Buyer to pay or discharge any other liability arising after the Effective Time for any Assumed Liability;

(iii) Any litigation, proceeding or claim by any third party to the extent relating to the business or operations of Buyer, the Assets or the Stations after the Effective Time;

(iv) Buyer's operation of the Stations or the ownership of the Assets after the Effective Time (including, but not limited to, any and all claims, liabilities, and obligations arising or required to be performed by Buyer under any lease, contract, or agreement or under this Agreement after the Effective Time); or

(v) Any and all acts, suits, proceedings, demands, assessments and judgments and all fees, costs and expenses of any kind, related or incident to any of the foregoing (including, without limitation, any and all reasonable Legal Expenses).

9.4 Procedures for Establishment of Deficiencies.

(a) Claim Asserted. In the event that any claim shall be asserted by any third party against the Buyer Indemnitees or the Seller Indemnitees (the Buyer Indemnitees or the Seller Indemnitees, as the case may be, hereinafter, the "Indemnitees"), which, if sustained, would result in a Deficiency, then the Indemnitees, promptly and in all events within fifteen (15) business days after learning of such claim, shall notify the Indemnifying Party of such claim and Indemnitees shall permit the Indemnifying Party to defend against such claim, at the Indemnifying Party's sole expense and through legal counsel reasonably acceptable to the Indemnitees, provided that the Indemnifying Party proceeds in good faith, expeditiously and diligently. The Indemnitees shall, at their option and expense, have the right to participate in any defense undertaken by the Indemnifying Party with legal counsel of their own selection and at their expense. The parties will cooperate fully in any such action and shall make available to each other any books or records useful for the defense of such claim. No settlement or compromise of any claim which may result in a Deficiency may be made by the Indemnifying Party without the prior written consent of the Indemnitees unless: (a) before such settlement or compromise, the Indemnifying Party acknowledges in writing its obligation to pay in full the amount of the settlement or compromise and all associated expenses and (b) the Indemnitees are furnished with security reasonably satisfactory to the Indemnitees that the Indemnifying Party will in fact pay such amount and expenses or the Indemnifying Party obtains a release of the Indemnitees from all liability in respect of such claim.

(b) Notice. In the event that the Indemnitees assert the existence of any Deficiency against the Indemnifying Party, such Indemnitees shall give written notice to the Indemnifying Party of the nature and amount of the Deficiency asserted. If the Indemnifying Party within a period of thirty (30) days after the giving of the Indemnitees' notice, shall not give written notice to the Indemnitees announcing its intent to contest such assertion of the Indemnitees (such notice by the Indemnifying Party being hereinafter referred to as the "Contest Notice"), such assertion of the Indemnitees shall be deemed accepted and the amount of the Deficiency shall be deemed established.

9.5 Payment of Deficiencies. The Indemnifying Party hereby agrees to pay the amount of established Deficiencies within thirty (30) days after the establishment thereof ("Due Date"). The amount of established Deficiencies shall be paid by bank check. Any amounts not paid by the Indemnifying Party when due under this Section shall bear interest from and after the Due Date thereof until the date paid at a rate of five percent (5%) per annum

9.6 Seller's Limitation on Liability for Claims. Seller's liability for all Claims under this Section shall be subject to the following limitation: Seller shall have no liability for Claims until the aggregate amount of the Claims incurred exceeds Five Thousand Dollars (\$5,000.00) (the "Minimum Loss"); after the Minimum Loss is exceeded, Buyer shall be entitled to be paid the entire amount of the Claims, including the Minimum Loss.

9.7 Buyer's Limitation on Liability for Claims. Buyer's liability for all Claims under this Section shall be subject to the following limitation: Buyer shall have no liability for Claims until the aggregate amount of the Claims incurred exceeds Five Thousand Dollars (\$5,000.00) (the "Minimum Loss"); after the Minimum Loss is exceeded, Seller shall be entitled to be paid the entire amount of the Claims, including the Minimum Loss.

ARTICLE 10

MISCELLANEOUS

10.1 Termination of Agreement.

(a) Before Closing. This Agreement may be terminated at any time on or before the Closing Date: (i) by the mutual consent of Seller and Buyer; (ii) by Buyer as provided in Section 10.7 below; (iii) by either party hereto if the Closing has not taken place within twelve (12) months after the date on which the FCC Application is accepted for filing (the "Final Closing Date"); (iv) by Buyer on or after the Closing Date if Seller has not satisfied the conditions set forth in Article 7 and Buyer has satisfied or is prepared and able (but for Seller's defaults) to satisfy the conditions of Article 6; and (v) by Seller on or after Closing Date if Buyer has not satisfied the conditions set forth in Article 6 and Seller has satisfied or is prepared and able (but for Buyer's defaults) to satisfy the conditions of Article 7.

(b) Consequences of Termination. A termination pursuant to this Section 10.1 shall not relieve any party of any liability it would otherwise have for a willful breach of this

Agreement. If this Agreement is terminated rightfully pursuant to this Article 10, all further obligations of the parties hereunder shall terminate. If this Agreement is terminated pursuant to Section 10.1(a)(v) above and Seller is not in material default of its obligations hereunder, the Escrow Deposit shall be disbursed by Escrow Agent to Seller as liquidated damages and as the exclusive remedy of Seller against Buyer. Seller acknowledges that its damages in the event of termination of this Agreement under the provisions of Section 10.1(a)(v) above would be difficult to determine and that the Escrow Deposit is a reasonable and satisfactory substitution for the amount such damages. If this Agreement is terminated for any other reason, Seller and Buyer shall execute and deliver to Escrow Agent joint instructions directing Escrow Agent to return the Escrow Deposit to Buyer.

10.2 Specific Performance. The parties acknowledge that the operation of the Stations is of a special, unique and extraordinary character. Upon a material breach by Seller of its representations, warranties, covenants and agreements under this Agreement, in lieu of its termination rights described in Section 10.1 above, Buyer shall be entitled to an injunction restraining any such breach or threatened breach or to enforcement of this Agreement by a decree or decrees of specific performance requiring Seller to fulfill its obligations under this Agreement; provided, however, Buyer shall not be entitled to specific performance of the Closing until necessary regulatory approvals have been obtained.

10.3 Expenses. Each party hereto shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement *provided, however*, the amount of any state or local sales or transfer taxes due upon the transfer of any of the Assets to Buyer under either Illinois or Indiana law shall be shared equally by Seller and Buyer.

10.4 Remedies Cumulative. Except with respect to payment of the Escrow Deposit to Seller under the provisions of Section 10.1, the remedies provided in this Agreement shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other party hereto

10.5 Contract Assignment Consents. Nothing contained in this Agreement shall be construed as an assignment or an attempted assignment of any Contract which is non-assignable without the consent of the other party or parties thereto, unless such consent shall be given. If a consent to assignment of a Contract is not obtained prior to Closing, Seller shall use its best efforts to obtain such consent after Closing. Until such consent is obtained, Seller shall cooperate with Buyer in any arrangements necessary or desirable, on commercially reasonable terms, to provide for Buyer to have the benefits and to have Buyer assume the burdens arising after the Closing Date thereunder, including, without limitation, enforcement for the benefit of Buyer, and assumption by Buyer of the costs of enforcing, any and all rights of Seller thereunder against the other party thereto arising out of the cancellation thereof by such other party or otherwise.

10.6 Further Assurances. From time to time before, on and after the Closing Date, each party hereto will execute all such instruments and take all such actions as any other party, being advised by counsel, shall reasonably request. 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.

10.7 Risk of Loss. The risk of loss, damage or destruction to any of the Assets shall be borne by Seller at all times before the Effective Time. On any such loss, damage or destruction, the proceeds of any claim for any loss, payable under any insurance policy with respect thereto, shall be used to repair, replace or restore any such property to its former condition, subject to the conditions stated below. It is expressly understood and agreed that, in the event of any loss or damage to any of the Assets before the Closing, Seller shall notify Buyer of same in writing immediately. Such notice shall specify with particularity the loss or damage incurred, the cause thereof (if known or reasonably ascertainable) and the insurance coverage. If the damaged property is not completely repaired, replaced or restored on or before the Closing Date, Buyer at its sole option: (a) may elect to postpone Closing until such time as the property has been completely repaired, replaced or restored to the reasonable satisfaction of Buyer if the repair, replacement or restoration can be accomplished within one (1) month following the date of the loss or damage or the Closing Date, whichever is the earlier and (b) may elect to consummate the Closing and accept the property in its then condition, in which event Seller shall pay to Buyer all unused proceeds of insurance and assign to Buyer the right to any unpaid proceeds; or (c) terminate this Agreement without liability to any party.

10.8 Intentionally Left Blank.

10.9 Collection of Accounts Receivable after Closing. Seller shall collect, after the Closing, the Accounts Receivable of the Stations, as defined in Section 1.2(c). After the Closing, Seller shall pay any commissions due to any person employed by Seller prior to Closing that is entitled to commissions from the collection of the Accounts Receivables by Seller, as provided in Seller's employment policies. If, after the Closing, but before Buyer issues its first monthly bills for advertising run on the Stations after the Closing, Buyer receives funds from a third party that relates to Seller's Accounts Receivables, Buyer shall remit such funds to Seller as soon as reasonably possible. After Buyer has issued its first monthly bills for advertising on the Stations, any funds received by Buyer from such advertising clients shall be applied first to such bills of Seller, and then, if there are excess funds received by Buyer relating to an Account Receivable of Seller, Buyer shall retain such excess funds.

10.10 Intentionally Left Blank

10.11 Intentionally Left Blank.

10.12 Amendments; Waivers. The terms, covenants, schedules, representations, warranties and conditions of this Agreement may be changed, amended, modified, waived, discharged or terminated only by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later date to enforce the same. No waiver by any party of any condition or the breach of any provision, term, covenant,

representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

10.13 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing 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:	David Crooks, President DLC Media, Inc. 5120 W SR 340 Brazil, IN 47834
With a copy to: (which shall not constitute notice)	Richard J. Hayes, Jr. Attorney at Law 5876 Elena Vista Dr. Roanoke, VA 24018
If to Buyer:	JKO Media Group, LLC Joesph O'Rourke, Managing Member 507 Chestnut Street Marshall, IL 62441
With a copy to: (which shall not constitute notice)	Sciarrino & Shubert, PLLC 330 Franklin Road Ste. 135A-133 Brentwood, TN 37027-3280 Attn: Dawn M. Sciarrino, Esq.

Any party may alter 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.

10.14 Captions. The captions of Articles and Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

10.15 Governing Law. This agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the state of Indiana without giving effect to principles of conflicts of laws that may direct the application of the laws of another jurisdiction. Venue for any action related to this agreement shall only be in Parke County, Indiana.

10.16 Entire Agreement. This Agreement and the Schedules hereto and thereto and the other documents delivered hereunder constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof, and supersede all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

10.17 Execution: Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

10.18 Gender and Tense. Where appropriate to the context, pronouns of other terms expressed in one number or gender will be deemed to include all other numbers or genders. The use of a word in one tense will include the other tenses, where appropriate to the context.

10.19 Third-Party Beneficiaries. This Agreement is intended to benefit only the parties to this Agreement, their successors and permitted assigns. No other Person is an intended or incidental beneficiary of this Agreement.

10.20 No Party Deemed Drafter. The parties acknowledge that they have been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would require interpretation of any claim of ambiguities in this Agreement against the party that drafted it has no application and is expressly waived. Provisions of this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

BUYER:

JKO Media Group, LLC

By: 
Joseph O'Rourke, Managing Member

Date: 4/5/2024

SELLER:

DLC Media, Inc.

By: _____
David L. Crooks, President

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

BUYER:

JKO Media Group, LLC

By: _____
Joseph O'Rourke, Managing Member

Date: _____

SELLER:
DLC Media, Inc.

By:  _____
David L. Crooks, President

List of Schedules and Exhibits

Schedules:

- 1.2(a) Tangible Personal Property
- 1.2(b) Licenses and Authorizations
- 1.2(c) Contracts
- 1.2(d) Intangible Personal Property
- 1.2(i) (i) Legal Descriptions of Real Property (2)
- 1.2(i) (ii) Easement
- 1.3(d) Excluded Property
- 1.3(e) Studio Lease Agreement Draft
- 1.4(e) Trade Accounts
- 1.6(c) Allocation of Purchase Price
- 2.8 Additional Regulatory Matters

Exhibits:

- A Deposit Agreement
- B Loan Documents
 - (i) Draft Promissory Note
 - (ii) Draft Loan Agreement
 - (iii) Draft Personal Guaranty
 - (iv) Draft Security Agreement

DEPOSIT AGREEMENT

THIS DEPOSIT AGREEMENT (this "Agreement") is made and entered into this 5th day of April, 2024, by and among DLC Media, Inc. ("Seller"), JKO Media Group, LLC, ("Buyer"), and Gary Hanner, Esq., as deposit agent ("Deposit Agent"). Seller, Buyer and Deposit Agent are sometimes referred to herein, individually as a "Party", and collectively, as the "Parties".

WHEREAS, Buyer and Seller have entered into an Asset Purchase Agreement of even date herewith (the "Purchase Agreement") by which Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase from Seller the Assets (as defined in the Purchase Agreement), including all applicable licenses issued by Federal Communications Commission ("Commission") for Radio Stations WVIG-FM, West Terre Haute, Indiana (FCC ID 68824), WAMB-AM, Brazil, Indiana (FCC ID 19669), and WFNB-FM, Brazil, Indiana (FCC ID 19670) and FM Translators W295CQ (FCC ID 200297), and W258BA (FCC ID 152754), all in accordance with and subject to the terms and conditions set forth in the Purchase Agreement and subject to the prior approval of the Commission; and

WHEREAS, Seller and Buyer have mutually agreed that Gary Hanner, Esq. shall act as Deposit Agent, and

WHEREAS, pursuant to the Purchase Agreement, Buyer is required to deliver a deposit of Twenty-Five Thousand Dollars (\$25,000.00) in immediately available funds, to be delivered to the Deposit Agent subject to the terms of this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. Definitions. All terms contained in this Agreement shall have the meaning set forth in the Purchase Agreement.

2. Earnest Money Deposit Account.

2.1 Deposit. Buyer, upon Seller and Buyer both signing this Agreement and the Asset Purchase Agreement, will wire transfer Twenty-Five Thousand Dollars (\$25,000.00) in immediately available funds, as an earnest money deposit (the "Deposit"), to be held and disbursed by Deposit Agent as hereinafter set forth.

2.2 Investment. Deposit Agent shall hold the Deposit in his IOLTA Attorney Trust Account at Old National Bank. Parties understand that they will not be paid any interest on the funds deposited.

2.3 Release at Closing. Upon receipt of joint written instructions from Buyer and Seller stating that the Closing is occurring, Deposit Agent shall deliver the Deposit to Seller at the Closing by wire transfer of federal funds to an account which will be identified by Seller prior to the Closing Date.

2.4 Return to Buyer. Upon receipt of joint written instructions from Buyer and

Seller stating that the Purchase Agreement has been terminated pursuant to the applicable section thereof, Deposit Agent shall deliver the Deposit to Buyer by wire transfer of federal funds to an account which will be identified by Buyer.

2.5 Other Release. Upon receipt of other joint written instructions from Buyer and Seller, Deposit Agent shall deliver the Deposit in accordance with such other written instructions, signed by Buyer and Seller (including, without limitation, instructions stating that Seller shall receive all or a portion of the Deposit as liquidated damages pursuant to the applicable section of the Purchase Agreement).

2.6 Conflicting Demands. If any dispute arises among the Parties concerning this Agreement (including, but not limited to, a failure by Seller and Buyer to jointly agree with respect to a disbursement of the Deposit or an objection by either Seller or Buyer to any written directions regarding a disbursement of the Deposit), Deposit Agent may, unless Seller and Buyer jointly, in writing, direct it to the contrary, hold the Deposit pending receipt of a certified copy of a final judgment of a court of competent jurisdiction or, if an appeal therefrom has been timely made and jurisdiction assumed, the final judgment of the highest court to which such appeal has been made and jurisdiction assumed, instructing Deposit Agent on the disbursal of the Deposit. Deposit Agent shall comply with such court judgment. In the alternative, Deposit Agent may interplead the Deposit with The Parke Circuit Court in Parke County, Indiana. If Deposit Agent files an interpleader action, it shall be indemnified for all costs, including reasonable attorney's fees, in connection with such interpleader action, from the funds interplead, and shall be fully protected in suspending all or part of its activities under this Agreement until it receives a final judgment in the interpleader action.

2.7 Interest. Buyer shall not be entitled to the interest, earned on the Deposit,

3. Concerning Deposit Agent.

3.1 Duties. Deposit Agent undertakes to perform all duties which are expressly set forth herein without compensation, unless it is necessary to file an Interpleader action. .

3.2 Indemnification

3.2.1 Deposit Agent may rely upon and shall be protected in acting or refraining from acting upon any written notice, instructions or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper Party or Parties.

3.2.2 Deposit Agent shall not be liable for any action taken by it in good faith and without negligence, and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, and may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

3.2.3 Buyer and Seller hereby agree to indemnify Deposit Agent for, and

to hold Deposit Agent harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of Deposit Agent, arising out of or in connection with Deposit Agent's entering into this Agreement and carrying out Deposit Agent's duties hereunder, including costs and expenses of successfully defending Deposit Agent against any claim of liability with respect thereto.

3.3 Other Matters. Deposit Agent reserves the right to resign as Deposit Agent at any time, provided thirty (30) days' prior written notice is given to the other Parties hereto. The other Parties jointly hereto reserve the right to remove Deposit Agent at any time, provided thirty (30) days' prior written notice is given to Deposit Agent. In the event of litigation or dispute by the Parties hereunder affecting its duties as Deposit Agent, Deposit Agent shall take no action until agreed to jointly by Seller and Buyer, or until Deposit Agent's receipt of an order of a court having jurisdiction.

4. Termination This Agreement and the obligations of Deposit Agent with regard to the Deposit shall be terminated upon the delivery made pursuant to Section 2.3, 2.4, 2.5 or 2.6 hereof, and may be terminated by written mutual consent signed by all Parties hereto.

5. Notice. All notices, demands, requests, or other communications which may be or are required to be given or made by any of the Parties to other Parties pursuant to this Agreement shall be in writing and shall be given in the manner set forth in the applicable section of the Purchase Agreement to the following addresses: (a) if to Buyer or Seller, to their respective addresses set forth in the Purchase Agreement; and (b) if to Deposit Agent:

If To Seller:	David Crooks, President DLC Media, Inc. 111 West National Avenue Brazil, Indiana 47834
---------------	---

With a copy to: (which shall not constitute notice)	Richard J. Hayes, Jr. Attorney at Law 5876 Elena Vista Dr. Roanoke, VA 24018
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If to Buyer:	JKO Media Group, LLC Joesph O'Rourke, Managing Member 507 Chestnut Street Marshall, IL 62441
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With a copy to: (which shall not constitute notice)	Dawn M. Sciarrino, Esq. Sciarrino & Shubert, PLLC 330 Franklin Road Suite 135A-133 Brentwood, TN 37027
---	--

If to Deposit Agent: Gary Hanner, Esq.
Hanner Law Firm
Old Parke State Bank Bldg.
Rockville IN 47872

6. Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns as permitted hereunder. No person or entity other than the Parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the Parties hereto, and the covenants and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties hereto or their respective successors and assigns as permitted hereunder. None of the Parties to this Agreement may assign this Agreement or any rights hereunder without the prior written consent of all of the Parties hereto.

7. Entire Agreement; Amendment. This Agreement, together with the Purchase Agreement with respect to Seller and Buyer, contains the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments or understandings with respect to such matters. This Agreement may not be changed orally, but only by an instrument in writing signed by the Party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

8. Signature in Counterparts. This Agreement may be executed in separate counterparts, none of which need contain the signatures of all Parties, each of which shall be deemed to be an original and all of which taken together constitute one and the same instrument.

9. Interpretation. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

[The remainder of this page is intentionally blank.]

[Signature page to Deposit Agreement]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the date and year shown below.

BUYER:

JKO Media Group, LLC

By: Joseph K. O'Rourke
Joseph O'Rourke, Managing Member

Date: 4/5/2024

SELLER:

DLC Media, Inc.
David Crooks, President

Date: _____

DEPOSIT AGENT:

Gary Hanner, Esq.
Hanner Law Firm

Date: _____

[Signature page to Deposit Agreement]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the date and year shown below.

BUYER:

JKO Media Group, LLC

By: _____
Joseph O'Rourke, Managing Member

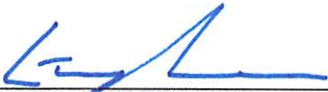
Date: _____

SELLER:

DLC Media, Inc.
David Crooks, President

Date: _____

DEPOSIT AGENT:



Gary Hanner, Esq.
Hanner Law Firm

Date: 3 26 2024

[Signature page to Deposit Agreement]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the date and year shown below.

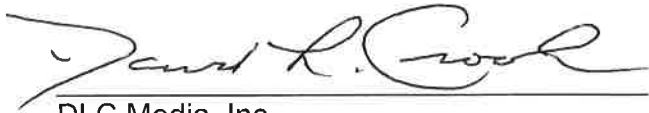
BUYER:

JKO Media Group, LLC

By: _____
Joseph O'Rourke, Managing Member

Date: _____

SELLER:



DLC Media, Inc.
David Crooks, President

Date: _____

DEPOSIT AGENT:

Gary Hanner, Esq.
Hanner Law Firm

Date: _____

PROMISSORY NOTE

US\$700,000.00 (Principal Amount) _____, 2024

FOR VALUE RECEIVED, (1) **JKO Media Group, LLC** an Illinois limited liability company, (referred to herein as the “Maker”) promises to pay to the order of **DLC Media, Inc.**, an Indiana corporation, or assigns (the “Holder”) the principal sum of Seven Hundred Thousand Dollars (\$700,000.00) with interest at six percent (6.0%) per annum interest, amortized via One Hundred Forty Four (144) consecutive monthly installments of Six Thousand Eight Hundred Thirty Dollars and ninety Five Cents (\$6830.95) each of blended principal and interest combined—the first such installment payment due the 90th calendar day after the Closing specified in that certain written Asset Purchase Agreement (the “APA”) entered into as of _____, 2024 by and between JKO Media Group, LLC, and DLC Media, Inc.

Until Makers are notified in writing by Holder to the contrary, all payments hereunder shall be made in lawful money of the United States of America, without offset, by Makers’ deposit of sums sufficient to timely make the above-specified installments to Holder’s account at _____ Bank (or such other bank as Holder shall specify) using the deposit information provided to Makers at said Closing by Holder. Holder reserves the right to modify, from time to time, Holder’s instructions for deposit of the installments due hereunder.

Sums due hereunder may be prepaid in part or in full at any time or times without premium or penalty; provided, however, any *partial* prepayment shall not change the amount or due date of any subsequently due monthly \$6830.95 installments until all sums due hereunder (whether principal or accrued interest) have been paid in full. Of course, prepayment in full of all sums due hereunder at the time of such full prepayment will discharge Makers’ obligations hereunder regardless of the number of monthly installments paid to that date. [In the absence of any principal prepayment and if all scheduled 144 installment payments are timely and fully made, payment of an aggregate amount of \$983,657.95 will be required to satisfy/discharge this Note.]

This Note is the subject of a written Loan Agreement and is secured by a written Personal Guaranty, by a written Security Agreement granting to Holder a security interest in the Assets purchased pursuant to the APA, and by two written Mortgages against the Purchased Real Property—all of said written documents being of even date herewith and hereby incorporated herein by this reference. Those documents together with this Note are hereinafter collectively referred to as the “Loan Documents.” Capitalized terms used herein but not defined herein shall have the same meanings ascribed to them in the APA.

Notwithstanding the above provisions for the required monthly installment payments, the entire principal balance then unpaid, together with all accrued interest, shall be due and payable in full upon any of the following events:

- the sale or transfer (either in one or a series of transactions) of more than 50% of Joey O'Rourke or Kelsey O'Rourke's ownership/membership interest in JKO Media Group, LLC.
- the sale or transfer (either in one or a series of transactions) of more than 50 percent (50%) of the then fair market value ("FMV") of the assets of JKO Media Group, LLC.
- the sale or transfer of more than 50 percent (50%) of either (i) the then FMV of the assets of any one of the Stations (as that term is defined in the APA), or (i) the then aggregate FMV of the assets of the Stations. [For example, selling, either in one transaction or a series of transactions, 26% of the FMV of one of the Stations and 25% of the FMV of the other of the Stations constitutes an event which triggers automatic and immediate acceleration of all sums (principal and accrued interest) then unpaid under this Note.]

Each of Makers understands and agrees that it is each Maker's joint and several obligation under this Note to timely pay all sums due hereunder in not more than one hundred forty four (144) equal monthly installment payments aforesaid.

This Note is for the benefit of the Makers and it embodies the unpaid balance of the Purchase Price due under the APA—which sets forth the terms of sale/purchase of substantially all the operating assets of Radio Stations WVIG-FM, West Terre Haute, Indiana (FCC ID 68824), WAMB-AM, Brazil, Indiana (FCC ID 19669), and WFNB-FM, Brazil, Indiana (FCC ID 19670) and FM Translators W295CQ (FCC ID 200297), and W258BA (FCC ID 152754) (the "Stations") pursuant to the Resolution of the members of JKO Media Group, LLC and Joeseeph and Kelsey O'Rourke, individually, dated _____. Makers here acknowledge that the purchases of the Assets and the Purchased Real Property benefit each and both of Makers.

Neither references herein to the Loan Documents nor to any provision thereof shall affect or impair the absolute and unconditional obligation of the Makers to pay the principal amount hereof, together with interest accrued thereon, and all other sums payable hereunder, when due.

The occurrence of any one or more of the following shall constitute an event of default ("Event of Default") hereunder:

- (1) Failure to make any payment due hereunder within ten (10) business days of that payments due date (such 10-day period being the "Grace Period")—of any payment due under the terms of this Note;
or
- (2) A default under any of the Loan Documents.

Upon the occurrence of any Event of Default, the Holder may, at its option, give written notice to Maker specifying (i) the Event of Default, (ii) that Makers have ten (10) calendar days to cure the Event of Default, and (iii) in the event there is no timely, complete cure, all sums then unpaid under this Note shall thereupon immediately become due and payable without presentment, demand, protest or other notice of any kind--all of which are hereby waived by the Makers. Whether or not such a notice of acceleration is given, Holder may exercise any/all other rights, powers and remedies available under the Loan Documents, at law or in equity. Each right, power and remedy of the Holder as provided for in this Note is in addition to, and not in substitution for, every other right, power and remedy exercisable by the Holder upon an event of default under any of the Loan Documents, or as provided by applicable law. No single or partial exercise by the Holder of any right, power or remedy referred to above shall preclude any other or further exercise thereof or the exercise of any other of such rights, powers and remedies. No delay or omission on the part of the Holder to exercise such option or to pursue any such rights, powers or remedies shall constitute a waiver of such option or such other rights/powers/remedies or of the right to exercise any of the same in the event of any subsequent Event of Default hereunder.

In the event that Makers fail to make any payment (whether of principal, interest, or any other sum) by the date such payment is due and payable pursuant to the terms of this Note or any other of the Loan Documents, and such failure shall continue after the Grace Period, defined above, the Makers shall pay to the Holder, upon demand therefore, a late payment fee (the "Late Payment Fee") equal to five percent (5%) of the amount of such delinquent payment. The Late Payment Fee shall be in addition to, and not in lieu of, any other right or remedy the Holder may have and is in addition to any reasonable fees and charges of any agents or attorneys which the Holder is entitled to recover from Mers pursuant to the terms hereof or by law.

Any payment on this Note coming due on a Saturday, a Sunday, or a day which is a legal holiday in the place at which a payment is to be made hereunder shall be made on the next succeeding day which is a business day in such place, but any such extension of the time for payment shall be included in the time of computation of interest hereunder.

The Maker hereby waives presentment, protest, demand, notice of dishonor, and all other notices, and all defenses and pleas on the grounds of any extension or extensions of the time(s) for payment or the due dates of any payment to be made pursuant to the terms of this Note, in whole or in part, before or after maturity, with or without notice. No renewal or extension of this Note, and no delay in enforcement of this Note or in exercising any right or power afforded hereunder or any of the Loan Documents, shall affect the liability of the Makers.

Whenever used herein, the words "Makers" and "Holder" shall be deemed to include their respective successors and assigns. Should Makers default hereunder and Holder incurs attorney fees and/or costs to enforce the terms of this Note, Maker shall be liable for same. This Note shall be governed by and construed under and in accordance with the laws of the State of Indiana (but not including the choice of law

rules thereof). Any notice to be given hereunder shall be given in the same manner as set forth in Article 10 of the APA.

IN WITNESS WHEREOF, the undersigned has caused this Note to be duly executed on the Maker’ s behalf as of the day and year first hereinabove set forth.

JKO Media Group, LLC

By: _____ By: _____
Joseph O’Rourke, Managing Member Kelsey O’Rourke, Member

STATE OF _____)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said State and County, personally appeared Joseph O’Rourke who having first been duly sworn on his oath, stated that: (i) he is the member-manager of JKO Media Group, LLC, an _____ limited liability company (“JKO Media group, LLC”), and that he has been empowered/authorized by either the LLC’s Operating Agreement or by duly passed (but unamended and unrevoked) resolution of JKO Media Group LLC’s members, to execute the above and foregoing instrument so as to lawfully bind JKO Media Group LLC to the terms thereof; and (ii) the representations therein contained are true.

WITNESS my hand and Notarial Seal this _____ day of _____, 2024.

My Commission Expires: _____
_____, Notary Public
Printed Name
County of Residence: _____
My Notary No. is: _____

STATE OF _____)

_____)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said State and County, personally appeared Kelsey O'Rourke who having first been duly sworn on his oath, stated that: (i) she is a member of JKO Media Group, LLC, an _____ limited liability company ("JKO Media Group, LLC"), and that she has been empowered/authorized by either the JKO Media Group, LLC's Operating Agreement or by duly passed (but unamended and unrevoked) resolution of JKO Media Group, LLC's members, to execute the above and foregoing instrument so as to lawfully bind JKO Media Group, LLC to the terms thereof; and (ii) the representations therein contained are true.

WITNESS my hand and Notarial Seal this _____ day of _____, 2024.

My Commission Expires: _____

_____, Notary Public
 Printed Name
 County of Residence: _____
 My Notary No. is: _____

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") is made as of _____, 2024 by and among JKO Media Group, LLC, an Illinois Limited Liability Company (the "Borrower"), and Joseph O'Rourke and Kelsey O'Rourke, ("Guarantors"), who are individuals and residents of Illinois, and DLC Media, Inc., an Indiana corporation (together with its successors and assigns, (the "Lender").

WHEREAS, Borrower has purchased from Lender, pursuant to an Asset Purchase Agreement entered into as of January____, 2024 (the "APA") substantially all the assets which are used or useful in the operation of radio stations (the "Stations") WAMB(AM), Brazil, Indiana (FCC ID 19669), WFNB-FM, Brazil, Indiana, (FCC ID 19670), WVIG-FM, West Terre Haute, Indiana, (FCC ID 68824), W295CQ, Brazil, Indiana (FCC ID 200297), and W258BA, Terre Haute, Indiana, (FCC ID 152754) (the "Station Assets ");

WHEREAS, the Borrower has requested that the Lender make a loan to the Borrower in the aggregate/initial principal amount of Seven Hundred Thousand dollars (\$700,000.00)at 6.0% per annum interest over a twelve (12) year amortization period to enable the Borrower to purchase the Station Assets;

WHEREAS, the Lender is willing to make such loan to the Borrower upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Lender hereby agree as follows:

SECTION 1 DEFINITIONS

1.1 Certain Defined Terms

The following terms, as used herein, shall have the following meanings:

"Affiliate", as applied to any Person, means any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For the purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, partnership interests or by contract or otherwise. The term "Affiliate" shall include all subsidiaries of such Person. Notwithstanding anything contained in this definition to the contrary, the Members, together with their respective Affiliates, shall be considered "Affiliates" of the Borrower.

"Agreement" means this Loan Agreement.

"Borrower" has the meaning set forth in the introductory paragraph of this Agreement.

"Borrowing Date" means the date of an Advance to the Borrower by the Lender pursuant to this Agreement.

"Business Day" means any day excluding Saturday, Sunday and any day which is a legal holiday in the State of Indiana.

"Capital Lease" means a lease that should be capitalized on the balance sheet of the lessee prepared in accordance with GAAP.

"Change of Control" means the Member who ceases to own and control fifty point one percent (50.1%) of the issued and outstanding membership interest of the Borrower, or the Member sells all or substantially all the assets of the Stations.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor statute thereto, and all rules and regulations promulgated thereunder and in effect at the time of determination.

"Collateral" means, collectively, all of the property at any time securing the Secured Obligations pursuant to the Security Agreement.

"Debt" means at any date, without duplication, (a) all obligations of any Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (d) all obligations of such Person as lessee under Capital Leases, (e) all obligations of such Person to purchase securities or other property which arise out of or in connection with the sale of the same or substantially similar securities or property, (f) all non-contingent obligations of such Person to reimburse any bank or other person in respect of amounts paid under a letter of credit or similar instrument, (g) all Debt of others secured by a Lien on any asset of such Person, whether or not such Debt is assumed by such Person; and (h) all Debt of others guaranteed by such Person.

"Default" has the meaning set forth in Section 7.1 hereof.

"Event of Default" has the meaning set forth in Section 7.1 hereof.

"FCC" is the Federal Communications Commission.

"GAAP" means generally accepted accounting principles in the United States as in effect at the time or for the period in question.

"Governmental Authority" means any federal, state or local government, authority, agency, court or other body, officer, instrumentality or entity, and any arbitrator with authority to bind a party at law.

"Guaranty" means the Personal Guaranty, copy attached hereto as Exhibit B.

"Guarantor" has the meaning set forth in the introductory paragraph of this Agreement.

"Investment" means (a) any direct or indirect purchase or other acquisition by the Borrower of, or a beneficial interest in, stock/equity or other securities of any other Person, or (b) any direct or indirect loan, advance (other than Loan to employees for moving, entertainment and travel expenses, drawing accounts

and similar expenditures in the ordinary course of business) or capital contribution by the Borrower to any other Person, including all indebtedness and accounts receivable from that other Person that are not current assets or did not arise from sales to that other Person in the ordinary course of business. The amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment.

"Law" means any law, rule, regulation, ordinance, order, code, interpretation, judgment, decree, injunction, writ, permit or decision of any Governmental Authority.

"Lender" has the meaning set forth in the introductory paragraph of this Agreement.

"Lien" means any mortgage, lien, pledge, charge, security interest or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest) and any right of first refusal, option, trust, limitation on transfer or use or assignment or licensing or other restriction or preferential arrangement of any kind with respect to any property or assets.

"Loan" has the meaning set forth in Section 2.1(a) hereof.

"Loan Documents" mean this Agreement, the Note, the Guaranty, the Security Agreement, Mortgages and all assignments, agreements, instruments or other documents delivered or to be delivered pursuant thereto.

"Material Adverse Effect" means (i) a material adverse effect upon the business, condition (financial or otherwise) or results of operations of the Borrower or (ii) any impairment of the Collateral or of the ability of the Lender to enforce its rights with respect thereto.

"Maturity Date" has the meaning set forth in Section 2.3 hereof.

"Members" means the individual Members of JKO Media Group, LLC.

"Mortgages" means the mortgages on the Real Property used as the Transmitter/Tower Sites of the Stations attached hereto in Exhibit E;

"Note" means the Promissory Note of even date herewith in the principal amount of \$700,000.00 executed by the Borrower, substantially in the form attached hereto as Exhibit A.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, trust or any other entity or organization, whether or not a legal entity, including any Governmental Authority.

"Prime Rate" means the rate of interest published from time to time in The Wall Street Journal listing of "Money Rates," and shall be the average rate if more than one is quoted. If this index ceases to be available, an alternate index of similar nature will be selected by the Lender.

"Secured Obligations" mean, collectively, all of the obligations described in Section 2 of the Security Agreement and in Section 3 of the Pledge Agreement.

"Security Agreement" means the Security Agreement of even date herewith executed by the Borrower, substantially in the form attached hereto as Exhibit D.

"Station Assets" has the meaning set forth in the first recital to this Agreement.

"Members" means Joseph O'Rourke and Kelsey O'Rourke.

"Taxes" mean any fee (including license, filing and registration fees), tax (including income, gross receipts, franchise, sales, use or real, personal, tangible or intangible property taxes), interest equalization or stamp tax, assessment, levy, impost, duty, charge or withholding of any kind or nature whatsoever, imposed or assessed by any Governmental Authority, together with any penalty, fine or interest thereon.

"Uniform Commercial Code" means at any time the Uniform Commercial Code as then in effect in the State of Indiana.

1.2 Accounting Terms and Determinations

Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP.

1.3 Other Definitional Provisions

References to "Sections" shall be to Sections of this Agreement unless otherwise specifically provided. Any of the terms defined in Section 1.1 hereof may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. Any reference herein or in any other Loan Document to any agreement, document or instrument, including, without limitation, this Agreement, the Note and the other Loan Documents and any schedules or exhibits thereto, unless expressly noted otherwise, shall be a reference to each such agreement, document or instrument as the same may be amended, restated, supplemented or otherwise modified from time to time to the extent permitted hereunder or under the applicable other Loan Document.

SECTION 2 THE LOAN

2.1 Loan

Loan. Subject to the terms and conditions of this Agreement and the Note, and provided that no Default has occurred and is continuing, the Lender agrees to loan to the Borrower, and the Borrower agrees to borrow from the Lender, the principal amount of Seven Hundred Thousand dollars (\$700,000.00). at the 6.0% per annum interest rate and pursuant to the terms embodied in the Note. .(the "Loan").

2.2 Use of Proceeds

The proceeds of the Loan shall be used by the Borrower solely for the purchase of the Station Assets from Lender.

2.3 Term

The Loan shall mature, and the entire outstanding principal balance thereof, together with all accrued and unpaid interest thereon, shall be due and payable in full, upon the earlier of (i) the sale or transfer of 50.1% of the membership interests of either Guarantor in the Borrower or the sale or transfer of 50.1% of the fair market value of the Stations' Assets or (ii) the 12th anniversary of the date hereof (the "Maturity Date"), or (iii) if the Collateral shall in the opinion of Lender become impaired, or (iv) Lender reasonably deem itself insecure with respect to repayment of the Note.

2.4 Note

The indebtedness of the Borrower hereunder and the obligation of the Borrower to repay the Loan, together with interest thereon, shall be evidenced by the Note, executed and delivered by the Borrower to the Lender. The terms of the Note are hereby incorporated by reference.

2.5 Interest

The Loan shall bear interest at a rate equal to 6.0% per annum, and is subject to the terms and provisions of the Note. Beginning 90 days from the date this Agreement and continuing every month thereafter until paid in full, Borrower shall pay to Lender the sum of \$6830.95. On the Maturity Date, the outstanding balance then unpaid under the terms of the Note shall be paid, in full.

2.6 Prepayment; No Revolver

The Loan, including all interest accrued thereon, may be prepaid in whole or in part without premium or penalty. Amounts of the Loan that are prepaid may not be reborrowed. Unless the Lender otherwise elects, all prepayments shall be applied first, to the payment of any fees or expenses owing to the Lender under this Agreement, the Note, or any of the other Loan Documents, second, to the payment of accrued and unpaid interest, and then, to the unpaid principal balance of the Note.

2.7 Collateral

As collateral for the full and timely payment and performance of the Secured Obligations, the Borrower and the Guarantors have personally guaranteed repayment of the Loan and have granted to the Lender a first priority/perfected purchase money security interest in and lien on the Collateral, as set forth in the Security Agreement, and a mortgage on the two parcels of Real Property used as the Transmitter/Tower Sites of the Stations.

SECTION 3 CONDITIONS PRECEDENT

3.1 Conditions Precedent.

The obligation of the Lender to make the Loan is subject to its receipt of each of the following, in form and substance satisfactory to the Lender, and to the Lender's determination that the following conditions precedent have been satisfied prior to or simultaneously with the funding of the Loan:

- (a) this Agreement, duly executed by the Borrower;
- (b) the Note, duly executed by the Borrower;
- (c) the Guaranty, duly executed by the Guarantors;
- (d) the Security Agreement, duly executed by the Borrower;
- (e) the Mortgages, duly executed by the Borrower all in form and substance satisfactory to the Lender);
- (f) a resolution of the Members of the Borrower, certified as of the date of the Closing by its Managing Member, authorizing the execution, delivery and

performance of the Loan Documents and (ii) a certificate of the Borrower's managing member, dated the date of the Closing, as to the incumbency and authenticity of the signatures of the Members of the Borrower executing the Loan Documents and as to the names of all of the Members of the Borrower as of such date;

(g) written reports stating that a search of the public records of the applicable jurisdictions in the States of Indiana disclose no Lien, financing statement or title retention agreement filed and/or recorded against the Borrower or any of the Members with respect to any of the Collateral, except in favor of the Lender or otherwise approved by the Lender in writing;

(h) either (i) evidence that the filing of Uniform Commercial Code financing statements as to the Collateral for all jurisdictions as may be necessary or desirable to perfect the Lender's security interests in the Collateral have been made or (ii) financing statements executed by the Borrower with respect to the Collateral in form appropriate for filing in all jurisdictions as may be necessary or desirable to perfect the Lender's interests in the Collateral;*{UCC-1 financing statements do not require execution by debtor}*

(i) each of the representations and warranties of the Borrower and the Members contained in the Loan Documents shall be true, correct and complete as of the date of the Loan;

(j) an opinion of counsel for the Borrower in a form reasonably satisfactory to the Lender which includes, but is not necessarily limited to, the matters described in Section 4.3 hereof;

(k) any additional agreements, opinions, certifications, instruments, invoices, bills, statements of account or other documents relating to the Loan which the Lender may reasonably deem necessary or desirable;

(l) receipt by Lender of a Certificate of Existence for Borrower.

(m) a mortgage on the Real Property copies of the applicable insurance policies covering loss or destruction to the Collateral, showing Lender as an additional loss payee

SECTION 4 REPRESENTATIONS AND WARRANTIES

In order to induce the Lender to enter into this Agreement and to make the Loan hereunder, the Borrower represents and warrants to the Lender that:

4.1 Organization, Powers, Good Standing and Business

(a) Organization and Powers. The Borrower is a Limited Liability Company duly formed and validly existing under the laws of the State of Illinois and is duly qualified to transact business under the laws of the State of Indiana. The Borrower has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, and has all requisite power and authority to enter into the Loan Documents and to carry out the transactions contemplated thereby.

(b) Good Standing. The Borrower is in good standing in the States of Indiana and Illinois, in every other jurisdiction, if any, in which it has an office and in every other jurisdiction, if any, in which its assets are located, and wherever else necessary to carry out its present business and operations.

(c) Conduct of Business. The Borrower is engaged only in the business permitted under Section 6.7 hereof. The Borrower holds all material licenses, permits, certificates of authority, or any waivers of the foregoing, that are necessary to permit the Borrower to conduct its business as now conducted and to hold and operate its properties. All such material licenses, permits, certificates of authority and waivers are valid and in full force and effect.

4.2 Authority and Capacity

The Members have the full legal right, authority and capacity to execute, deliver and perform the Guaranty, the Mortgages and the other Loan Documents and to incur the obligations provided for therein.

4.3 No Approvals; No Conflicting Laws or Agreements

No consent, approval or authorization of, or filing (other than Uniform Commercial Code filings), registration or qualification with, any Governmental Authority or any other Person is required as a condition to the execution, delivery and performance of, or consummation of the transactions contemplated by, the Loan Documents. The execution, delivery and performance by the Borrower of the Loan Documents do not (a) contravene any provision of Law applicable to the Borrower, or any of its properties, (b) contravene the Borrower's organizational documents or Bylaws, (c) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both, if applicable) a default under any indenture, agreement or other instrument to which the Borrower is a party or by which the Borrower or any of its properties may be bound or affected, or (d) result in the creation or imposition of any Lien (other than the Lien created under the Loan Documents) on any property of the Borrower, or result in or require the acceleration of Debt of the Borrower pursuant to any agreement, instrument or indenture to which the Borrower is a party or by which any of its properties may be bound or affected.

4.4 Binding Effect

Each of the Loan Documents constitutes a valid and binding obligation of the Borrower, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general equitable principles.

4.5 Financial Information

The balance sheet of the Borrower as of the date hereof, a copy of which has been delivered to the Lender, is true, complete and correct in all material respects, has been prepared in conformity with GAAP and fairly states the assets and liabilities of the Borrower. The Borrower does not have any material Debt, Capital Lease or unusual forward or long-term commitment which is not reflected in such balance sheet.

4.6 No Material Adverse Change

Since December 1, 2023, no material adverse change has occurred in the business, condition (financial or otherwise) or results of operations of the Borrower, nor have such business or operations been materially adversely affected as a result of any fire, explosion, earthquake, accident, strike, lockout, combination of workers, flood, embargo or act of God, nor has any event occurred, the effect of which would have a Material Adverse Effect.

4.7 Litigation

There is no action, suit or proceeding pending or, to the knowledge of the Borrower, threatened, against or affecting the Collateral, or against or affecting the Borrower, or any of its properties, which could have a Material Adverse Effect, or which in any manner calls into question the validity of this Agreement or any other Loan Document, or which in any manner challenges or questions the validity of any of the transactions contemplated thereby, and there is no basis known to the Borrower for any such action, suit or proceeding.

4.8 Taxes

The Borrower has filed all United States federal income tax returns, Indiana and Illinois state income tax returns, where applicable, and all other tax returns which are required to be filed by the Borrower and has paid all Taxes due pursuant to such returns or pursuant to any assessments received by the Borrower.

4.9 Performance of Agreements

The Borrower is not in violation of or in default under any term or provision of any mortgage, indenture, contract, agreement or other instrument to which it is a party or by which it or any of its assets is bound or affected, except any such violation or default which would not have a Material Adverse Effect.

4.10 Compliance with Laws

The Borrower is in compliance in all material respects with all Laws applicable to it, except to the extent that failure to so comply would not have a Material Adverse Effect.

4.11 Title to Properties, Liens

The Borrower has good, sufficient and legal title to, or valid leasehold interests in, all of its properties and assets, and all such properties and assets are free and clear of Liens.

4.12 Securities Activities

The making of the Loan and the application of the proceeds thereof, as provided herein, do not violate Regulations G, T, U or X of the Board of Governors of the Federal Reserve System, the Securities Exchange Act of 1934, as amended, the Securities Act of 1933, as amended, or any state securities laws.

4.13 Solvency

The Borrower is, and on and after the consummation of the transactions contemplated under the Loan Documents, and upon the incurrence of the Secured Obligations, will be solvent.

4.14 Disclosure

No representation or warranty in this Agreement, the Note or any of the other Loan Documents, and no certificate or document furnished or to be furnished to the Lender pursuant to this Agreement, the Note or any of the other Loan Documents or in connection herewith or therewith or with the transactions contemplated hereby or thereby, contains or will contain any untrue statement of material fact, or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading.

SECTION 5 AFFIRMATIVE COVENANTS

The Borrower covenants and agrees that, so long as any amount payable under any Loan Document remains unpaid:

5.1 Information

The Borrower will deliver or cause to be delivered to the Lender the following:

(a) Notice of Default. Immediately upon the occurrence of any Default or Event of Default, a certificate of the Borrower, setting forth the details thereof and the action which the Borrower is taking or proposing to take with respect thereto.

(b) Notice of Litigation. Promptly after obtaining knowledge of the commencement of, or of a threat of the commencement of, an action, suit or proceeding against or affecting the Collateral, or against or affecting the Borrower or any of its properties, which could have a Material Adverse Effect, or which in any manner calls into question the validity of this Agreement, any other Loan Document or which in any manner challenges or questions the validity of any of the transactions contemplated thereby, information as to the nature of such pending or threatened action, suit or proceeding and such additional information as may be reasonably requested by the Lender.

(c) Information. Promptly, such information regarding the Borrower as the Lender may reasonably request, provided that, so long as no Default shall have occurred and be continuing, such information can be furnished without unreasonable effort or expense.

5.2 Maintenance of Existence, etc.

The Borrower will, at all times, preserve and keep in full force and effect its Limited Liability Company's existence, all rights and licenses material to its business and comply at all times with all material provisions of all licenses, certifications and permits (including, without limitation, the Permit), and suffer no

loss or forfeiture thereof or thereunder except for a loss or forfeiture which would not have a Material Adverse Effect.

5.3 Payment of Obligations

The Borrower will pay and discharge as the same shall become due and payable (a) all of its obligations and liabilities, including all claims or demands of materialmen, mechanics, carriers, warehousemen, landlords and other like Persons which, in any such case, if unpaid, might by law give rise to a Lien upon any of its properties or assets, and (b) all lawful Taxes, assessments and charges of Governmental Authorities or levies upon the Borrower or any of its properties or assets, unless the items in clause (a) or (b) are being diligently contested in good faith by appropriate proceedings, and such party shall have deposited reserves for such items in a manner and in an amount satisfactory to the Lender.

5.4 Maintenance of Property; Insurance

The Borrower will (a) keep all of its properties in good working order and condition, subject to ordinary wear and tear, making such capital expenditures as necessary to operate the Stations' Assets ("Capital Expenditures"), (b) maintain in full force and effect all policies of insurance now held or hereafter acquired by the Borrower or otherwise naming the Borrower as a beneficiary or a loss payee and inform the Lender of any notice of cancellation or non-renewal of any such insurance policy or binder, and (c) furnish to the Lender upon request full information as to the insurance carried together with evidence that the Lender is listed on all insurance policies as an additional 'loss payee'.

5.5 Compliance with Laws and Agreements

(a) Compliance with Laws. The Borrower will comply with all applicable Laws, except to the extent that failure to so comply would not have a Material Adverse Effect.

(b) Compliance with Agreements. The Borrower will comply with all terms and provisions of the mortgages, indentures, contracts, agreements and other instruments to which the Borrower is a party, or by which it or any of its assets is bound or affected, except to the extent that failure to so comply would not have a Material Adverse Effect.

5.6 Accounting; Inspection of Property; Books and Records

The Borrower will keep proper books of record and account in which full, true and correct entries shall be made of all dealings and transactions in relation to the business and activities of the Borrower; and will permit representatives of the Lender to visit and inspect any of the properties of the Borrower and to examine and make abstracts from any of the books and records of the Borrower, all at reasonable times, at reasonable intervals and with reasonable prior notice (but such limitations shall not apply after the occurrence of a Default).

5.7 Compliance with Related Documents

The Borrower will comply at all times with the terms and provisions of the Loan Documents.

SECTION 6 [NEGATIVE COVENANTS]

The Borrower covenants and agrees that, so long as any amount payable under any Loan Document remains unpaid:

6.1 Intentionally Left Blank

6.2 Liens

Except as provided in accordance with this Agreement, the Borrower will not, at any time, create, assume or permit or suffer to exist any Lien on or with respect to any of its properties or assets constituting Collateral, whether now owned or hereafter acquired, except Liens securing Taxes, assessments or charges of any

Governmental Authority or levies or the claims or demands of materialmen, mechanics, carriers, warehousemen, landlords and other like Persons, provided (A) with respect to Liens securing Taxes, such Taxes are not yet due or payable, and (B) with respect to Liens securing claims or demands of materialmen, mechanics, carriers, warehousemen, landlords and the like, no action has been taken to enforce the same.

6.3 Investments

The Borrower will not, directly or indirectly, make or own any Investment in any Person, except the Borrower may make Capital Expenditures as necessary to operate the Station Assets.

6.4 Guarantys

Other than the Guaranty delivered to Lender, the Borrower will not enter into or become or be liable with respect to any other guaranty.

6.5 Fundamental Changes

The Borrower will not (a) alter, amend or modify its capital or legal structure, including without limitation the issuance of additional membership interests, (b) enter into any transaction of merger, or consolidate, liquidate, wind-up or dissolve itself) (or suffer any liquidation or dissolution), (c) convey, sell, lease, sub-lease, transfer or otherwise dispose of, in one transaction or a series of transactions, all or any part of its business, property or assets, whether now owned or hereafter acquired (other than in the ordinary course of business), which ordinary course includes—but is subject to observance of the Security Agreement, the future sale, lease, sub-lease, or transfer of any broadcast stations, including real property and fixtures associated with such stations, now or hereafter owned by Borrowers,, (d) acquire by purchase, lease or otherwise (in one transaction or a series of related transactions) all or any part of the business, property or assets of, or stock or other evidence of beneficial ownership of, any Person (other than purchases or other acquisitions of inventory, leases, materials, property and equipment in the ordinary course of Borrower's

business), or (e) agree to do any of the foregoing at any future time; provided, however, that the Borrower may make Capital Expenditures as necessary to operate the Station Assets.

6.6 Transactions with Stockholders, Partners and Affiliates

The Borrower will not, directly or indirectly, enter into or permit to exist any transaction (including, without limitation, the purchase, sale, lease or exchange of any property or the rendering of any service) with any Member or any Affiliate of the Borrower on terms that are less favorable to the Borrower than those that might be obtained at the time from Persons who are not a Member or an Affiliate.

6.7 Conduct of Business

The Borrower will not engage in any business other than the operation of the Station Assets and radio stations it has acquired prior to the date of this Agreement.

6.8 Governing Documents

The Borrower will not amend its Articles of Formation, bylaws, or any other Limited Liability Company documents of the Borrower in a manner that will have a Material Adverse Effect.

6.9 Use of Proceeds

The proceeds of the Loan will be used only for the purposes set forth in Section 2.2 hereof. The Borrower will not use or permit to be used any proceeds of the Loan, either directly or indirectly, to purchase or carry any "margin stock" (as defined in Regulation U of the Board of Governors of the Federal Reserve System) or any "margin securities" (as defined in Regulation G of the Board of Governors of the Federal Reserve System), or to extend credit to others for the purpose of purchasing or carrying any such "margin stock" or "margin securities," or for the purpose of reducing or retiring any indebtedness which was originally incurred for the purpose of purchasing or carrying any such "margin securities," or "margin stock," or for any purchase which would cause this Agreement or the Loan to violate Regulations G, U, T or X of the Board of Governors of the Federal Reserve System, the Securities

Exchange Act of 1934, as amended, the Securities Act of 1933, as amended, or any state securities laws.

SECTION 7 EVENTS OF DEFAULT; REMEDIES

7.1 Events of Default

The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder (and the occurrence of any one or more of the following shall constitute a "Default," whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied):

(a) Non-Payment of Interest. The Borrower shall fail to pay on the due date, including the Grace Period as defined in the Note, any interest or any other amount payable under the Note, hereunder or under any of the other Loan Documents.

(b) Non-Payment of Principal. The Borrower shall fail to pay the outstanding principal balance of the Loan when due, whether via installment, at stated maturity, by acceleration, by notice of prepayment or otherwise.

(c) Breach of Representations and Warranties. Any representation, warranty, certification or statement made by the Borrower or the Members in this Agreement or any other Loan Document or in any certificate, financial statement or other document delivered pursuant hereto or thereto shall prove to have been incorrect in any material respect when made.

(d) Breach of Covenants. The Borrower shall fail to observe or perform in any material respect (i) any covenant contained in Section 6 hereof or (ii) any other covenant contained in this Agreement for thirty (30) days after notice thereof has been given to the Borrower by the Lender.

(e) Voluntary Proceedings. The Borrower or any of the Members shall commence a voluntary case or other proceeding seeking, if applicable, liquidation, reorganization or other relief with respect to the Borrower, such Member or the debts

of the Borrower or such Member under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking, if applicable, the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Borrower, such Member or any substantial part of the property of the Borrower or such Member, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against the Borrower, or such Member, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay the Borrower's, or such Member's debts as they become due, or shall take any action to authorize any of the foregoing.

(f) Involuntary Proceedings. An involuntary case or other proceeding shall be commenced against the Borrower or any Member seeking, if applicable, liquidation, reorganization or other relief with respect to the Borrower or such Member or the debts of the Borrower or such Member under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Borrower or such Member or any substantial part of the property of the Borrower or such Member, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against the Borrower or any Member under the federal bankruptcy laws as now or hereafter in effect.

(g) Collateral. The Security Agreement shall cease for any reason to be in full force and effect or the validity or enforceability thereof shall be contested by any party thereto (other than the Lender), or any party thereto (other than the Lender) shall deny that it, she or he has any further liability or obligation under the Security Agreement, or the Security Agreement shall cease to be effective to grant a first perfected purchase money security interest in the Collateral.

(h) Change of Control. Any Change of Control shall occur other than as contemplated by the Loan Documents.

7.2 Remedies; FCC Compliance

(a) Remedies. Upon the occurrence of any Event of Default, and in every such event, the Lender may, at its option, declare the Note to be, and the Note shall thereupon become, immediately due and payable without presentment, demand,

protest or other notice of any kind, all of which are hereby waived by the Borrower and exercise all other rights, powers and remedies available under the Loan Documents, at law or in equity.

(b) FCC Compliance. Notwithstanding anything to the contrary set forth herein, Lender shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct, the operations of the Station Assets, and such operation, including complete control and supervision of programming on the Station Assets after closing, shall be the sole responsibility of the Borrower. In the event that the Lender elects to exercise its remedies upon an Event of Default as contemplated by Section 7.2(a) hereof, the Lender shall comply in all material respects with the Communications Act of 1934, as amended, and all applicable rules and regulations of the FCC, including, without limitation, obtaining any required consent of the FCC prior to the exercise of such remedies. **As stated in the Security Agreement, the licenses of the Stations are not collateral for this transaction and, in the event of a default, control of the Stations shall remain with the Borrower until the FCC grants an assignment application specifying a different licensee.**

SECTION 8 MISCELLANEOUS

8.1 Notices

All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, sent by overnight courier or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by telecopy, addressed as follows:

If to Borrower:

JKO Media Group, LLC
Joesph O'Rourke, Managing Member
507 Chestnut Street
Marshall, IL 62441

If to Members:

Joseph O'Rourke
 507 Chestnut Street
 Marshall, IL 62441

Kelsey O'Rourke
 507 Chestnut Street
 Marshall, IL 62441

If to Lender:

David Crooks, President
 DLC Media, Inc.
 5120 W SR 340
 Brazil, IN 47834

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication which shall be hand delivered, sent, mailed or telecopied in the manner described above, shall be deemed sufficiently given, served, sent, received or delivered for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, or (with respect to a telecopy) the answerback being deemed conclusive, but not exclusive, evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

8.2 No Waivers

No failure or delay by the Lender in exercising any right, power or remedy hereunder or under the Note shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and remedies herein provided shall be cumulative and not exclusive of any rights, powers or remedies provided at law or in equity.

8.3 Expenses; Taxes and Charges; Indemnification; Attorneys' Fees

(a) Expenses. The Borrower and the Lender each agree to pay their own costs and expenses incurred in connection with the preparation and negotiation of the Loan Documents. All taxes, fees and other charges imposed in connection with the conduct of lien searches and the filing of financing statements shall be paid by

the Borrower. If an Event of Default occurs hereunder, the Borrower shall pay all expenses, including reasonable fees and disbursements of counsel, incurred by the Lender in connection with such Event of Default and collection and other enforcement proceedings resulting therefrom.

(b) Indemnification. The Borrower and the Members agree to indemnify the Lender and to hold the Lender harmless from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel) which may be incurred by the Lender as a result of a material breach of this Agreement by the Borrower or the Members, provided that the Lender shall not have the right to be indemnified hereunder for its own breach of this Agreement, gross negligence or willful misconduct as determined by a court of competent jurisdiction.

(c) Attorneys' Fees. If, in any action or proceeding brought pursuant to this Agreement or any other Loan Document, the Borrower or any Member receives a final, nonappealable judgment in its, her or his, as applicable, favor, then, in such event, such party shall be entitled to recover from the Lender all reasonable fees and disbursements of its, her or his, as applicable, counsel incurred by such party in connection with such action or proceeding.

8.4 Amendments and Waivers

Any provision of this Agreement or the Note may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Borrower and the Lender.

8.5 Headings

The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

8.6 Severability

The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.

8.7 Entire Agreement

This Agreement and the other Loan Documents together embody the entire agreement and understanding among the Borrower and the Lender relating to the subject matter hereof and supersede all prior written and oral agreements and understandings among the Borrower and the Lender relating to the subject matter hereof.

8.8 Successors and Assigns

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the Borrower may not assign or otherwise transfer any of its rights or obligations under this Agreement without consent of the Lender, which consent may not be unreasonably withheld. Notwithstanding anything to the contrary herein, the Lender may assign and/or delegate all or any portion of its rights under this Agreement, including, without limitation, assignments as collateral, provided that no such assignment shall relieve the Lender of its obligations hereunder in the event that its assignee fails to perform the obligations delegated. In the event that the Lender finds it necessary or is required to provide to a third party lender a collateral assignment of the Lender's interest in this Agreement and/or any related documents, the Borrower shall cooperate with the Lender and any third party requesting such assignment including but not limited to the Borrower signing an acknowledgment of such assignment.

8.9 Choice of Law; Consent to Jurisdiction

This Agreement shall be governed by and construed in accordance with the Laws of the State of Indiana. All judicial proceedings brought against the parties

arising out of or relating to this Agreement, the Note or any other Loan Document or the Secured Obligations may be brought in any state or federal court of competent jurisdiction in the State of Indiana and by execution and delivery of this Agreement, the parties accept for themselves and in connection with the properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts and waive any defense of forum non-conveniens, and irrevocably agree to be bound by any judgment rendered thereby in connection with this Agreement, the Note, such other Loan Documents or the Secured Obligations.

8.10 Counterparts

This Agreement and any amendments, waivers, consents, or supplements may be executed in counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but both of which counterparts, together, shall constitute one and the same instrument.

8.11 No Third-Party Beneficiaries

Nothing in this Agreement or in any other Loan Document is intended to, or shall be construed to, confer upon any Person not a party hereto any rights or benefits hereunder, except that the Lender's lenders shall be entitled to rely upon the representations and warranties contained herein and therein, as fully as if such representations and warranties were made directly to such lenders.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered on its behalf, as of the day and year first above written.

Borrower(s):

JKO Media Group, LLC

Joseph O'Rourke, Managing Member

Kelsey O'Rourke, Member

Joseph O'Rourke, Individually

Kelsey O'Rourke, Individually

Guarantors:

Joseph O'Rourke, Individually

Kelsey O'Rourke, Individually

Lender:

DLC Media, Inc.

David Crooks, President

DATED:_____

EXHIBITS

Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E

Promissory Note
Guaranty
Intentionally Left Blank
Security Agreement
Mortgages on Transmitter/Tower Sites

Personal Guaranty

This Personal Guaranty made and entered into this ____ day of ____, 2024 by Joesph O'Rourke and Kelsey O'Rourke, jointly and severally, whose address is 507 Chestnut Street, Marshall, IL 62441 (hereinafter referred to herein as "Guarantors") in favor of DLC Media, Inc. ("DLC") and David L. Crooks, whose address 111 West National Avenue, Brazil, Indiana 47834 (hereinafter referred to as "Lender").

WHEREAS: JKO Media Group, LLC and Lender have entered into an Asset Purchase Agreement (the "APA") for the purchase and sale of radio stations WAMB(AM), Brazil, Indiana (FCC ID 19669), WFNB-FM, Brazil, Indiana, (FCC ID 19670), WVIG-FM, West Terre Haute, Indiana, (FCC ID 68824), W295CQ, Brazil, Indiana (FCC ID 200297), and W258BA, Terre Haute, Indiana, (FCC ID 152754) (the "Stations"), which transactions the parties have consummated as of the date hereof.

WHEREAS, pursuant to the APA, JKO Media Group, LLC, has delivered a Promissory Note to Lender in the principal amount of Seven Hundred Thousand at an interest at the rate of 6.0 percent.

WHEREAS: Guarantors own, collectively, controlling equity interests in JKO Media Group, LLC, thereby being the individuals who benefit most from the extension of credit by DLC via the Note;

WHEREAS, David L. Crooks owns the equity in DLC and benefits financially if the Note is paid per its terms;

WHEREAS, capitalized terms used herein and not defined shall have the respective meanings set forth in the APA.

NOW, THEREFORE, in order to induce Lender to enter into the Loan with JKO Media Group, LLC, Guarantors unconditionally guaranty the faithful and full performance by JKO Media Group, LLC, of all terms and conditions of the Promissory Note. In the event of default by JKO Media Group, LLC, or failure to faithfully perform any of the terms or conditions required of JKO Media Group, LLC, under the Loan, or in the event of failure of JKO Media Group, LLC to make any or all payments of money required of it under the Loan, Guarantors unconditionally promise to pay Lender, in lawful money of the United States, all sums at any time due and unpaid under the Promissory Note, plus costs of collection, including reasonable attorney fees with or without trial, arbitration and upon appeal and review; and

Guarantors agree that the obligations of Guarantors hereunder are independent of the obligations of JKO Media Group, LLC under the Loan, and a separate action or actions may be brought against Guarantors, whether action is brought against JKO Media Group, LLC or whether JKO Media Group, LLC be joined in any action or actions, the liability of Guarantors

hereunder being primary, Guarantors hereby waive the benefit of any suretyship defenses affecting its liability hereunder or the enforcement hereof.

Guarantors, upon default by JKO Media Group, LLC, hereby waives any right to require Lender to: (a) proceed against JKO Media Group, LLC; (b) proceed against or exhaust any security held by Lender; or (c) pursue any other remedy in Lender's power. Guarantors waive any defense arising by reason of any defense of JKO Media Group, LLC, or by reason of the cessation, from any cause whatsoever, of the liability of JKO Media Group, LLC under the Loan. Guarantors waive any and all demands for performance, notices of nonperformance or default, and notices of cancellation or forfeiture. Lender may apply all proceeds received from JKO Media Group, LLC or others to such part of JKO Media Group, LLC indebtedness, as Lender may deem appropriate without consulting Guarantors and without prejudice to or in any way limiting or lessening the liability of Guarantors under this Guaranty; and

This Personal Guaranty shall not be affected or discharged by the death of the undersigned, but shall bind Guarantors' heirs and personal representatives, and shall inure to the benefit of any successors or assigns of Lender.

Should it be necessary to take legal action to enforce this Guarantee, the Lender shall be entitled to any expenses and legal fees Lender incurs.

Guarantors hereby unconditionally endorse and guaranty payment of the Note and waive diligence, presentment, demand, protest and notice of nonpayment. No extension of time, release of any party from liability, substitution or release of security, failure to apply deposit, or other forbearance granted to JKO Media group, LLC or to anyone who has assumed the payment of this Note shall affect the liability of the undersigned, all notice thereof being waived; and

This Personal Guaranty shall be governed by the laws of the State of Indiana, except with respect to the conflicts of laws provisions thereof. Any dispute arising hereunder shall be settled by arbitration using a sole arbitrator in Indianapolis, IN under the rules of the American Arbitration Association or Dispute Prevention & Resolution, Inc. (DPR) at Lender's sole and absolute discretion; and

This instrument constitutes the entire guaranty agreement between Lender and Guarantors. No oral representation not contained herein shall in any way affect this Guaranty, which shall not be modified except by the parties in writing. Waiver by Lender of any provision hereof in one instance shall not constitute a waiver as to any other instance; and

IMPORTANT: THIS DOCUMENT CREATES SPECIFIC LEGAL OBLIGATION. DO NOT SIGN IT UNTIL YOU HAVE FULLY READ IT. BY SIGNING YOU COMPLETELY AGREE TO ITS TERMS.

IN WITNESS WHEREOF, the undersigned Guarantors have executed this Personal Guaranty this__day of __.2024.

GUARANTORS:

Joseph O'Rourke,

Kelsey O'Rourke,

STATE OF _____)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said State and County, personally appeared Joseph O'Rourke, who having satisfied me as to his identity, stated that he is an adult, and then voluntarily signed the above and foregoing Personal Guaranty free of duress or undue influence after having been duly sworn and having stated that the representations contained therein are true and correct.

WITNESS my hand and Notarial Seal this _____ day of _____, 2024.

My Commission Expires:

_____, Notary Public:

Printed Name

My Notary No. is: _____

County of Residence: _____

STATE OF _____)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said State and County, personally appeared Kelsey O'Rourke who having satisfied me as to her identity, stated that she is an adult, and then voluntarily signed the above and foregoing Personal Guaranty free of duress or undue influence after having been duly sworn and having stated that the representations contained therein are true and correct.

WITNESS my hand and Notarial Seal this _____ day of _____, 2024.

My Commission Expires:

_____, Notary Public:

Printed Name

My Notary No. is: _____

County of Residence: _____

GUARANTORS:

By: _____

Joseph O'Rourke, Individually

Date: _____

By: _____

Kelsey O'Rourke, Individually

Date: _____

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is dated as of this _____ day of _____, 2024, by and between JKO Media Group, LLC, an Illinois Limited Liability Company (the "Debtor"), and DLC Media, Inc., an Indiana corporation, (the "Secured Party").

WITNESSETH:

WITNESSETH:

WHEREAS, Debtor has entered into an Asset Purchase Agreement dated _____, 2024 (the "Asset Purchase Agreement") with the Secured Party for the assignment of the licenses and the purchase of certain assets used in the operations of radio stations WAMB(AM), Brazil, Indiana (FCC ID 19669), WFNB-FM, Brazil, Indiana, (FCC ID 19670), WVIG-FM, West Terre Haute, Indiana, (FCC ID 68824), W295CQ, Brazil, Indiana (FCC ID 200297), and W258BA, Terre Haute, Indiana, (FCC ID 152754), (the "Stations").

WHEREAS, the Asset Purchase Agreement provides that the Debtor shall enter into certain written instruments/indentures (the "Loan Documents")—namely, this Security Agreement, a loan agreement (the "Loan Agreement"), two mortgages (the "Mortgages"), a personal guaranty (the "Guaranty") of certain individuals, and a promissory note (the "Promissory Note") under the terms of which Debtor shall pay Secured Party compensation in the aggregate amount of Nine Hundred Eighty Three Thousand Six Hundred Fifty Seven Dollars and Ninety Five Cents (\$983,657.95) pursuant to the Loan Agreement and in fulfillment of the terms and conditions of the Asset Purchase Agreement;

WHEREAS, the Asset Purchase Agreement requires Debtor to execute and deliver to Secured Party this Security Agreement to secure Debtor's obligations under the Promissory Note and Asset Purchase Agreement by granting Secured Party a security interest in the Assets of the Stations; and

WHEREAS, capitalized terms used herein and not defined herein shall have the respective meanings set forth in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and agreements contained herein and the Secured Party's agreements under the Promissory Note and Asset Purchase Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and the Debtor agree as follows.

ARTICLE 1. GRANT OF SECURITY INTEREST

In order to secure the payment of any and all amounts owed by Debtor to Secured Party pursuant to the Asset Purchase Agreement and the Promissory Note and all other duties and obligations of Debtor pursuant to the Asset Purchase Agreement and the Loan Documents (including, the Promissory Note)—(all such duties and obligations being hereinafter collectively referred to as the "Obligations"), Debtor hereby grants to Secured Party a first lien/perfected, priority purchase money security interest in all of Debtor's right, title and interest in and to all the Assets and personal property, *except* the licenses, permits and authorizations issued by the Federal Communications Commission ("FCC") with respect to the Stations ("FCC Licenses"), both tangible and intangible and of every kind and description, whether now or hereafter existing, or now owned or hereafter acquired, and wherever located, that is used, now or in the future, in the operation of the Stations, and all proceeds, products, replacements, additions, accessions and/or substitutes therefore, including, without limitation, all goods, machinery, equipment, furniture, furnishings, fixtures, inventory, accounts, chattel paper, instruments and general intangibles, as such terms, may be defined in the Uniform Commercial Code in the jurisdiction in which such assets are located, that are used, now or in the future, in the operation of the Stations, and the proceeds and products of any and all of the foregoing assets and properties described in this Article 1, including proceeds of insurance policies relating to any and all of the foregoing assets and properties; **provided, however, that such security interest does not include any permits or licenses granted by the FCC or any other licenses.** All of the foregoing shall be hereinafter referred to as the "Collateral."

ARTICLE 2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF
DEBTOR

Debtor represents, warrants and covenants with Secured Party that:

(a) the Collateral (and all records pertaining thereto) will at all times be kept at the location of the Stations and Debtor will not change the location at which any of the Collateral is usually kept or the location of its chief executive office or principal place of business without giving thirty (30) days' prior written notice to Secured Party;

(b) Debtor owns and has possession of the Collateral except that portion to be hereafter acquired;

(c) all the Collateral is genuine and enforceable and free from liens, adverse claims, charges, encumbrances, taxes or assessments, other than the liens created hereby, or by liens, adverse claims, charges or encumbrances previously created by the Secured Party but not disclosed by the Secured Party and Debtor shall defend the same against all claims and demands of all persons at any time claiming against the same or any interest therein adverse to Secured Party except for liens, adverse claims, charges or encumbrances previously created by the Secured Party but not disclosed by the Secured Party ;

(d) all items of the Collateral comply with applicable laws, including, where applicable, Federal Reserve Regulations and any state consumer credit usury laws;

(e) no financing statement created by Debtor covering any of the Collateral, and naming any secured party other than the Secured Party, is on file in any public office;

(f) Debtor will, at its sole cost and expense, maintain, replace, repair, service and take other action as may be necessary from time to time to keep and preserve its machinery and equipment in general repair and good working order and any inventory, machinery or equipment which wears out or is destroyed will be replaced or restored if necessary for the operation of the business of Debtor in the ordinary course. Debtor will within 10 days notify Secured Party of any event compromising loss or decrease in the value of the Collateral in excess of \$10,000;

(g) Debtor will comply with all laws, rules and regulations relating to, and

shall pay prior to delinquency, all license fees, registration fees, taxes and assessments and all other charges, which may be levied upon or assessed against, or which may become security interests, liens or other encumbrances upon the ownership, operation, possession or maintenance of the Collateral; provided that Debtor shall not be required to comply with any such law, rule or regulation or to pay any such tax or assessment or other such charge, the validity of which is being contested by Debtor in good faith by appropriate proceedings commenced and prosecuted with the due diligence and with respect to which adequate reserves have been established and are being funded and maintained in accordance with general accepted accounting principles;

(h) Debtor hereby authorizes Secured Party to execute in Debtor's behalf--and at Debtor's expense file and refile--such financing statements, continuation statements and other documents in such offices in Illinois and Indiana as Secured Party may deem necessary or appropriate in order to protect or preserve Secured Party's security interest in the Collateral;

(i) Debtor will not sell, offer to sell, hypothecate or otherwise dispose of any material part of the Collateral (including proceeds), or any part thereof or interest therein at any time other than in the ordinary course of business and in exchange for Collateral of like value in which Secured Party shall have a security interest;

(j) Debtor will at all times keep accurate records with respect to the Collateral which are as complete and comprehensive as those which are customarily maintained by those engaged in similar businesses, and Secured Party will have the right to inspect such records at such times and from time to time as Secured Party may reasonably request;

(k) Debtor will provide any service and do any other acts or things necessary to keep the Collateral free and clear of all defenses, rights of offset and counterclaims. This provision does not apply to any services, acts or things related to any liens, adverse claims, charges or encumbrances created by the Secured Party. Secured Party may, at any time prior to termination hereof, require Debtor from time to time to deliver to Secured Party (i) schedules describing all the Collateral subject hereto, and (ii) instruments and chattel paper included in the Collateral, appropriately assigned and endorsed to Secured Party;

(l) Debtor will maintain such insurance on the Collateral as may be reasonably required by Secured Party. Secured Party's initial requirements in this connection are as set forth in attached Schedule 2(l), hereby made a part hereof. In the event of a failure to provide and maintain insurance as herein provided, Secured Party may, at its option, provide such insurance and Debtor hereby promises to pay Secured Party on demand the amount of any disbursements reasonably made by Secured Party for such purpose. Risk of loss or damage shall accrue to Debtor to the extent of any deficiency in any effective insurance. Debtor shall furnish to Secured Party—on or before each annual anniversary of the date of this Agreement while the Promissory Note remains unpaid—with ACCORD certificates or other evidence satisfactory to Secured Party of compliance with the foregoing insurance provisions. Debtor shall give immediate written notice to Secured Party to the insurers of any loss or damage to the Collateral or any part thereof in excess of \$5,000 and shall promptly file all necessary or appropriate proofs of loss with the insurers. Any amounts collected/received under any such insurance policies may be applied by Debtor either (i) to the replacement or restoration of the Collateral or (ii) to any of the Obligations secured hereby in the manner provided in Article 8 hereof; and

(m) Debtor shall not change its name, identity or limited liability structure, voluntarily or involuntarily, without giving 30 days' prior written notice to Secured Party.

ARTICLE 3. AUTHORITY TO COLLECT

Except as otherwise herein afterward set forth, unless and until Debtor fails to make any payment pursuant to the Promissory Note on or before the date that is ten (10) days following the due date for any such payment, Debtor shall continue to collect, and upon the occurrence of such an event, Debtor may, at the direction of Secured Party, continue to collect, at its own expense, all amounts due and to become due under any accounts, chattel paper, instruments or general intangibles and in connection therewith may take such action as it may deem necessary, advisable, convenient or proper for the enforcement, collection, adjustment, settlement or compromise thereof. Notwithstanding the provisions of ARTICLE 4 below, Secured Party only has the right to take over such

collection upon the above-described occurrence.

ARTICLE 4. REMEDIES

Upon the occurrence of any default hereunder or under any of the Loan Documents (each such occurrence being an “Event of Default”), Secured Party shall—subject to the restriction of ARTICLE 3 above—have all the rights and remedies of a secured party under the Uniform Commercial Code and all other rights, privileges, powers and remedies provided by law or equity but the right of Secured Party to accelerate is optional and exercisable only as set forth in the Promissory Note.

Without limiting the generality of the foregoing, after the occurrence of an Event of Default:

(a) Subject to the limitation set forth in ARTICLE 3 above, Secured Party shall have the power to notify the account debtor or debtors obligated under any accounts, chattel paper, instruments and general intangibles of the assignment of such accounts, chattel paper, and general intangibles to Secured Party and of its security interest therein and to direct such account debtor or debtors to make payment of all amounts due or to become due to Debtor thereunder directly to Secured Party and, upon such notification to the account debtor or debtors, to enforce collection of any thereof in the same manner and to the same extent as Debtor might have done. The funds so collected shall be held as security for the payment of the Obligations secured hereby and applied in the manner provided in Article 8 hereof. Debtor hereby constitutes and appoints Secured Party as its true and lawful attorney, in the place and stead of Debtor and with full power of substitution, either in Secured Party's own name or in the name of Debtor, to ask for, demand, collect, receive and give acquittance for any and all monies due or to become due under and by virtue of any account, chattel paper, instruments and general intangibles, to endorse checks, drafts, orders and other instruments for the repayment of monies payable to Debtor on account thereof, and to settle, compromise, prosecute or defend any action, claim or proceeding with respect thereto and to sell, assign, pledge, transfer and make any agreement respecting, or otherwise deal with, the same; provided, however, that nothing herein contained shall be constructed as requiring or obligating Secured Party to make any demand, or to make any inquiry as to the nature

or sufficiency of any payment by it, or to present or file any claim or notice or to take any action with respect to any account, chattel paper, instruments or general intangible or the monies due or to become due thereunder of the property covered thereby, and no action taken or omitted to be taken by Secured Party with respect to any account, chattel paper, instruments or general intangible shall give rise to any defense, counterclaim or set off in favor of Debtor or to any claim or action against Secured Party;

(b) Debtor will deliver to Secured Party from time to time, as requested by Secured Party, current lists of the Collateral;

(c) Debtor will not dispose of Collateral with a value in excess of \$5,000.00, except on terms approved in writing by Secured Party;

(d) Debtor will collect, assemble and deliver all of the Collateral and books and records pertaining thereto, to Secured Party at a reasonably convenient place designated by Secured Party; and) Secured Party may, to the extent permitted by law, enter onto Debtor's premises and take possession of the Collateral, and assign, sell, lease or otherwise dispose of Debtor's interest in the Collateral for the account of Debtor and Debtor shall then be liable for the difference between the total amount of the outstanding Obligations and amounts received pursuant to such assignment or contract of sale or lease or other disposition of Debtor's interest in the Collateral and the amount of such difference shall then be immediately due and payable. Secured Party may, in its sole discretion, designate a custodian or agent to take physical possession of the Collateral. Secured Party shall give Debtor reasonable notice of time and place of any public sale of the Collateral or the time after which any private sale or other intended disposition thereof is to be made and, to the extent feasible, the principal terms and conditions proposed by Secured Party with respect to such public or private sale. Debtor here waives any objection and consents to Secured Party bidding at or purchasing any Collateral sold at public sale or at private sale so long as the purchase price at a private sale to Secured Party is sufficient to satisfy all of the Obligations due at that time. The requirement of reasonable notice shall be met if notice of the sale or other intended disposition is mailed, by first class mail, postage prepaid, to Debtor at its address specified in Article 15 hereof or such other address as Debtor may by notice have furnished Secured Party in writing for such purpose, at least thirty (30) days prior to the time of such sale or other intended

disposition.

All notices of public or private sale shall specify that the assignment of any FCC permit of license for any of the Stations must first be approved by the FCC and such notice shall be given to all persons attending a public sale. Debtor agrees that it will join and cooperate fully with Secured Party or with the successful bidder or bidders at any public or private sale in the filing of an application, and furnishing any additional information that may be required in connection with such application, requesting the FCC's prior approval of the assignment of such license or permit for any of the Stations to Secured Party or the successful bidder or bidders. Debtor will take such further actions, or cause further actions to be taken, that may be necessary or desirable in connection with such approval. The parties agree that the Collateral and the permit or license shall not be assigned and transferred to separate parties.

Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Debtor, and Debtor hereby waives (to the extent permitted by law) all rights of stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

ARTICLE 5. POWERS OF SECURED PARTY

Upon the occurrence of an Event of Default, Debtor appoints Secured Party as its true attorney in fact to perform any of the following powers, which are coupled with an interest, and are irrevocable until termination of this Security Agreement and may be exercised by Secured Party's officers and employees, or any of them, upon the occurrence of an Event of Default, however, the secured party shall not act as attorney-in-fact for the debtor for any filings affecting future control of the station:

- (a) to perform any obligation of Debtor hereunder in Debtor's name or otherwise;
- (b) to give notice of Secured Party's rights in the Collateral, to enforce the same, and make extension agreements with respect thereto;
- (c) to release persons liable on the Collateral and to compromise disputes in connection therewith;
- (d) to release security;
- (e) to resort to security in order;

(f) to prepare, execute, file, record or deliver notes, assignments, schedules, designation statements, financing statements, continuation statements, termination statements, statements of assignment and applications or registrations or like papers to perfect, preserve or release Secured Party's interest in the Collateral;

(g) to verify facts concerning the Collateral by inquiry of obligors thereon, or otherwise;

(h) to endorse, collect, deliver and receive payment under insurance claims;

(i) to prepare, adjust, execute deliver and receive payment under insurance claims;

(j) to exercise all rights, powers and remedies which Debtor would have, but for this Security Agreement, under all of the Collateral subject to this Security Agreement; and

(k) to do all acts and things and execute all documents in the name of Debtor or otherwise deemed by Secured Party as necessary, proper and convenient with the preservation, perfection or enforcement of its rights hereunder.

The Secured Party shall not act as attorney-in-fact for the Debtor for any filings affecting future control of the Station(s).

ARTICLE 6. REMITTANCES

Debtor agrees that upon the occurrence and during the continuance of an event which constitutes an Event of Default, all cash or proceeds received by Debtor as a result of the sale, lease or other disposition of any Collateral, whether received by Debtor in the exercise of its collection rights hereunder or otherwise, shall be, at Secured Party's discretion, remitted to Secured Party or deposited to an account for the benefit of Secured Party (according to its instructions) in the form received to the order of Secured Party or for collection (in accordance with Secured Party's instructions) not later than the banking business day following the day of receipt, to be held as security for the payment of the Obligations secured hereby and applied by Secured Party as provided in Article 7 hereof. Debtor agrees not to commingle any such collections or proceeds with any of its other funds or property and agrees to hold the same upon an express trust for Secured Party until remitted to Secured Party.

ARTICLE 7. APPLICATION OF PROCEEDS

Except as expressly provided elsewhere in this Security Agreement, all proceeds of the sale of the Collateral by Secured Party hereunder, and all other monies received by Secured Party pursuant to the terms of this Security Agreement (whether through the exercise by Secured Party of its rights of collection or otherwise), including, but not limited to, any awards or other amounts payable upon any condemnation or taking by eminent domain, shall be applied, as promptly as is practicable after the receipt thereof by Secured Party as follows:

FIRST: to the payment of all reasonable fees and expenses incurred by Secured Party or any custodian appointed hereunder, if not previously paid by Debtor, and all reasonable expenses incurred by Secured Party in connection with any sale of the Collateral, including, but not limited to, the reasonable expenses of taking, advertising, processing, preparing and storing the Collateral to be sold, all court costs and reasonable fees and expenses to be paid by Debtor pursuant to Article 16 of this Security Agreement, and to the payment of all amounts for which Secured Party is entitled to indemnification hereunder and all advances made by Secured Party hereunder to the account of Debtor and the payment of all costs and expenses paid or incurred by Secured Party in connection with the exercise of any right or remedy hereunder, to the extent that such advances, costs and expenses shall not theretofore have been reimbursed to Secured Party by Debtor;

SECOND: to the payment to Secured Party of the entire amount of the outstanding Obligations; and

THIRD: only if all of the foregoing have been paid in full, to Debtor.

Notwithstanding the sale or other disposition of any Collateral by Secured Party hereunder, Debtor shall remain liable for any deficiency.

ARTICLE 8. RIGHTS CUMULATIVE

The rights, privileges, powers and remedies of Secured Party shall be cumulative and no single or partial exercise of any of them shall preclude the further or other exercise of the same or any other of them. No delay or failure of Secured Party in exercising any right, power, privilege or remedy hereunder shall affect such right, power, privilege or remedy. Nor shall any single or partial exercise of any right, power, privilege or remedy or any abandonment or discontinuance of steps to enforce such right, power, privilege or remedy affect such right, power, privilege or remedy. Any waiver, permit, consent or approval of any kind by Secured Party of any default hereunder, or any such waiver of any provisions or conditions hereof, must be in writing and signed by Secured Party, and shall be effective only to the extent set forth in writing and shall not constitute a waiver of any subsequent or other default. Failure of Secured Party to insist upon strict performance or compliance by Debtor of any covenants, warranties or agreements in this Security Agreement shall not constitute a waiver of any subsequent or other failure to perform or comply with any covenants, warranties or agreement.

ARTICLE 9. CONTINUING AGREEMENT

This is a continuing agreement and shall remain in full force and effect and be binding upon Debtor and the successors and assigns of Debtor until all of the Obligations shall have been fully satisfied and discharged.

ARTICLE 10. REINSTATEMENT OF AGREEMENT

If Secured Party shall have proceeded to enforce its rights at common law or under this Security Agreement and such proceedings shall have been discontinued or abandoned for any reason prior to the issuance of any judgment or award, then Debtor and Secured Party shall be restored respectively to their positions and rights hereunder, and all rights, remedies and powers of Debtor and Secured Party shall continue as though no such proceeding had been initiated. In the event of litigation arising under this Security Agreement, the prevailing party shall be entitled to, in addition to all other

damages and remedies, recover its reasonable attorney's fees from the non-prevailing party.

ARTICLE 11. ASSIGNMENT

Secured Party may assign and transfer any of the Obligations of Debtor and may deliver the Collateral, or any part thereof, to the assignee or transferee of its rights and interests under the Promissory Note who shall become vested with all the rights, remedies, powers, security interests and liens herein granted to Secured Party in respect thereto; and Secured Party shall thereafter be relieved and fully discharged from any liability or obligation under this Security Agreement. Secured Party shall provide Debtor with written notice at least thirty (30) days prior to any such assignment or transfer. Debtor shall not have the right to assign this Security Agreement without the prior written consent of Secured Party which consent shall not be unreasonably withheld.

ARTICLE 12. DUTIES WITH RESPECT TO COLLATERAL

With respect to the Collateral, Secured Party shall be under no duty to send notices, perform services, pay for insurance, taxes or other charges or take any action of any kind in connection with the management thereof and its only duty with respect thereto shall be to use reasonable care in its custody and preservation while in its possession and to dispose of the Collateral in a commercially reasonable manner, which shall not include any steps necessary to preserve the rights against prior parties.

ARTICLE 13. PERFORMANCE OF OBLIGATIONS BY SECURED PARTY

If Debtor shall fail to do any act or thing which it has covenanted to do hereunder, or if any representation or warranty of Debtor shall be breached, Secured Party may (but shall not be obligated to) perform such act or thing on behalf of Debtor or cause it to be done or remedy any such breach, and there shall be added to the liabilities of Debtor hereunder the cost or expense incurred by Secured Party in so doing, and any and all amounts expended by Secured Party in taking any such action shall be repayable to it upon demand being made to Debtor therefore.

ARTICLE 14. MISCELLANEOUS

After due consideration and consultation with its attorneys, Debtor voluntarily and knowingly, to the extent permitted by law, agrees as follows: (a) Debtor waives presentment, protest, notice of protest, notice of dishonor and notice of nonpayment with respect to the Promissory Note and/or the Collateral to which Secured Party is entitled hereunder; (b) Debtor waives any right to direct the application of payments or security for the Obligations of Debtor hereunder, or the indebtedness of customers of Debtor, and any right to require proceedings against others or to require exhaustion of security; (c) Debtor consents to the extension or forbearance of the terms of the Obligations or indebtedness of customers, the release or substitution of security, and the release of guarantors, if any.

ARTICLE 15. NOTICES

All notices or demands of any kind which may be required or which Secured Party desires to serve upon Debtor under the terms of this Security Agreement shall be served upon Debtor by personal service or by mailing a copy thereof by first class mail, postage prepaid, addressed to Debtor, at the address for Debtor set forth in the Asset Purchase Agreement.

ARTICLE 16. EXPENSES

Debtor agrees to pay on demand all reasonable fees, costs and expenses of Secured Party, or of any custodian or agent designated by Secured Party, including the reasonable fees and out-of-pocket expenses of legal counsel, independent public accountants and other necessary outside experts retained by Secured Party in connection with the enforcement of this Security Agreement or any other instrument or document delivered pursuant hereto (including the Promissory Note).

ARTICLE 17. LAW APPLICABLE

This Security Agreement shall be governed by and construed in accordance with the laws of the State of Indiana other than the conflicts of law provisions thereof. Venue for any action to enforce this Security Agreement and/or the Promissory Note shall be

only in Parke County, Indiana and Debtor consents to such jurisdiction and venue.

ARTICLE 18. SEVERABILITY OF PROVISIONS

If any provisions of this Security Agreement shall be held to be prohibited or invalid, such provision shall be invalidated, without invalidating the remainder of such provisions or any remaining provisions of this Security Agreement.

ARTICLE 19. FCC APPROVAL.

Notwithstanding anything to the contrary contained herein, the Secured Party will not take any action pursuant to this Security Agreement which would constitute or result in any assignment of an FCC License or any change of control of the ownership or management of the Stations if such assignment of FCC License or change of control would require under the Communications Act of 1934, as amended, or the then-existing rules and regulations of the FCC, the prior approval of the FCC, without first obtaining such approval of the FCC.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed as of the day and year first written above.

Secured Party

DLC MEDIA, INC

By:_____

David Crooks, President

Debtor

JKO Media Group, LLC

By:_____

Joseph O'Rourke, Managing Member

Joseph O'Rourke, Individually

By:_____

Joseph O'Rourke, Individual

Kelsey O'Rourke, Member

By:_____

Kelsey O'Rourke, Member

Kelsey O'Rourke, Individually

By:_____

Kelsey O'Rourke, Individual