

ASSET PURCHASE AGREEMENT

This **Asset Purchase Agreement** ("Agreement") is entered into and effective as of April 11, 2024, between **Jeffrey T. Testa, solely in his capacity as Chapter 7 Trustee of JAM Media Solutions, LLC** ("Seller"), a Delaware Limited Liability Company, and **Davis Media, LLC** ("Purchaser"), a Delaware Limited Liability Company. Seller and Purchaser are referred to collectively herein as the "**Parties**" and individually as a "**Party**."

WHEREAS, on October 15, 2022, JAM Media Solutions, LLC ("**Debtor**") filed a voluntary Chapter 11 petition for bankruptcy under subchapter V of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey ("**Bankruptcy Court**") under Case No. 22-18193 (SLM);

WHEREAS, on August 18, 2023, the Bankruptcy Court converted the Debtor's Subchapter V case to a Chapter 7 case ("**Conversion Date**");

WHEREAS, on August 18, 2023, Jeffrey T. Testa was appointed as the Chapter 7 bankruptcy trustee (the "**Chapter 7 Trustee**") of the estate of the Debtor;

WHEREAS, Seller will sell and Purchaser will acquire certain of the Debtor's owned assets located in Muscatine, Iowa, including: (i) three radio stations: (a) 93.1 FM KMCS, (b) 95.1 FM K236CF, and (c) 860 AM KWPC; certain real property; the Iowa FCC Licenses, a radio tower, and other affiliated assets (collectively, "**Muscatine Assets**");

WHEREAS, Seller will sell and Purchaser will acquire certain of the Debtor's owned assets located in North Carolina, including: four radio stations: (i) 99.1 FM WVOD, (ii) 92.3 FM - WZPR, (iii) 94.5 FM - WCMS, and (iv) 104.1 FM - WCXL; (ii) a certain tower affiliated with WCMS, (iii) the North Carolina FCC Licenses, (iv) certain equipment and fixtures, and (v) certain affiliated assets (collectively, "**NC Assets**");

WHEREAS, contemporaneously herewith, Buyer and Seller are entering into a Time Brokerage Agreement commencing on May 1, 2024 (the "**TBA**") relating to the NC Assets, a copy of which is attached hereto as **Exhibit A**;

WHEREAS, Seller is the licensee of the following radio stations ("**Stations**"), which are licensed by the Federal Communications Commission ("**FCC**");

- FCC License for KWPC (Facility ID: 47085);
- FCC License for KMCS (Facility ID: 47086);
- FCC License for WCMS-FM (Facility ID: 83211);
- FCC License for WVOD (Facility ID: 50525);
- FCC License for WZPR (Facility ID: 12158);
- FCC License for WCXL (Facility ID: 55248); and
- FCC License for K236CF (Facility ID: 146170)

See Schedule 1.01(a);

WHEREAS, Seller and Purchaser have agreed that, that Seller will sell and Purchaser will acquire the Muscatine Assets, the NC Assets, including the FCC's consent to the assignment of the FCC Licenses to Purchaser (collectively, "**Assets**");

WHEREAS, subject to Court approval, Seller has the power and authority to sell and assign all right, title and interest in and to the Assets to Purchaser;

WHEREAS, Seller desires to sell, transfer and assign to Purchaser, and Purchaser desires to acquire from Seller, pursuant to Sections 363 and 365 of the Bankruptcy Code, the Assets as more specifically provided herein; and

WHEREAS, the transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to an order entered by the Bankruptcy Court approving the sale ("**Sale Order**") and the FCC's consent.

NOW THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties hereby agree as follows.

ARTICLE I PURCHASE AND SALE

Section 1.01. Purchased Assets. Pursuant to the terms and subject to the conditions of this Agreement, Seller shall sell, assign, transfer and convey to Purchaser, and Purchaser shall purchase from Seller, all of Seller's right, title and interest in, to and under all of the Assets, properties, interests and rights of Seller of whatsoever kind and nature, real and personal, tangible and intangible, which are used or held for use primarily in the operation of the Stations, but excluding the Excluded Assets as hereinafter defined. Except as provided in Section 1.02, the Station Assets include the following:

(a) all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Stations, including those referenced herein, and including any pending applications for or renewals or modifications thereof between the date hereof and the Closing ("**FCC Licenses**");

(b) all owned equipment, electrical devices, antennas, cables, spare parts, transmitter site buildings, generators, HVAC units, and other tangible personal property of every kind and description used in the operation of the Stations, including those listed on Schedule 1.01(b) ("**Tangible Personal Property**");

(c) those certain executory contracts and unexpired leases described on Schedule 1.01(c) ("**Assigned Contracts**");

(d) to the extent transferable, all of Seller's rights in and to the Station's call letters, registered and unregistered trademarks and associated goodwill, trade names, service marks, copyrights, jingles, logos, slogans, Internet domain names, Internet URLs, Internet web sites, content and databases, computer software, programs and programming material and other intangible property rights and interests applied for, issued to or owned by Seller that are used primarily in the operation of the Station, including those listed on Schedule 1.01(d) ("**Intangible Property**");

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(e) all files, documents, records and books of account (or copies thereof) relating primarily to the operation of the Station, including the Station's public inspection files, programming information and studies, blueprints, technical information and engineering data, advertising studies, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and logs but excluding any such documents relating to Excluded Assets (as defined below);

(f) the real property located at 3218 Mulberry Avenue, Muscatine, Iowa 52761, including the tower and fixtures as more fully described on Schedule 1.01(f);

(g) The WCMS Tower ("**NC-WCMS Tower**"); and

(h) all goodwill of the Stations.

The Assets shall be transferred to Purchaser free and clear of liens, mortgages, pledges, security interests, claims and encumbrances ("**Liens**") except for Permitted Liens, if any, and except as otherwise expressly provided in this Agreement.

Section 1.02. Excluded Assets. The following assets shall not be included in the sale ("**Excluded Assets**"):

(a) all of Seller's cash and cash equivalents, interests in deposit or checking accounts, certificates of deposit, treasury bills and other marketable securities of Seller as of the Closing Date, all cash in possession of the Chapter 7 Trustee and the Purchase Price;

(b) all Contracts not assumed or assigned;

(c) all business books and records of Seller which Seller reasonably deems necessary to wind down its business; provided that Purchaser shall have access to such books and records and the right to make a copy of such books and records at Purchaser's expense;

(d) any and all causes of action under Chapter 5 of the Bankruptcy Code or other causes of action of the Chapter 7 Trustee;

(e) all insurance policies or any proceeds payable thereunder (except as expressly otherwise provided in this Agreement);

(f) all interest in and to refunds of Taxes relating to all period prior to the Closing Date;

(g) All rights of Seller under this Agreement or the transactions contemplated hereby; and

(h) All accounts receivable which accrued on or before the Closing Date and which remain uncollected as of the Closing.

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Section 1.03 Payment of Purchase Price. The aggregate purchase price for the Purchased Assets shall be \$800,000 ("**Purchase Price**") less any credits as specifically set forth in this Agreement. The Purchase Price shall be allocated as set forth in Schedule 1.03 hereto. The Parties may modify the allocation set forth in Schedule 1.03 at any time prior to Closing. At the Closing (defined herein), Purchaser shall pay the Purchase Price as follows:

(a) Initial Payment. On the Closing Date, the sum of \$650,000, inclusive Deposit as set forth in Section 1.04 hereto ("**Initial Payment**") shall be paid by wire transfer of immediately available funds to the Chapter 7 Trustee's estate account, at which time all Assets other than the NC-WCMS Tower shall be conveyed to the Purchaser.

(b) The NC-WCMS Tower. From the Purchase Price, Purchaser shall retain \$150,000 ("**Maintenance Reserve**") to correct any antenna, transmission line, lighting, structural, or maintenance issues at the NC-WCMS Tower site ("**Tower Maintenance**"). Purchaser shall hold the Maintenance Reserve in a segregated account, shall not use the Maintenance Reserve for any other purpose, and shall provide the Chapter 7 Trustee documentation with regard to the account when requested. Prior to utilizing any funds in the Maintenance Reserve, Purchaser shall provide notice and obtain approval from Seller, which approval shall not be unreasonably withheld. Any non-utilized funds in the Maintenance Reserve shall be remitted to Seller within five days of the completion of the Tower Maintenance. In the event that the Parties do not agree as to whether the Tower Maintenance has been complete, then any dispute shall be determined by the United States Bankruptcy Court for the District of New Jersey or by any other individual or tribunal as may be selected by the Parties.

(c) Cure costs. From the Initial Payment or available funds on hand, any amounts necessary to satisfy the cure amounts of those executory contracts and leases to be assumed and assigned to Purchaser shall be satisfied.

(d) Other closing costs. Purchaser shall pay, in addition to the Purchase Price and Purchaser's apportionments, the cost of recording all of the deeds for the Property and the cost of its own legal counsel, accountants, engineers, architects and advisors, and its other professionals, plus if applicable the costs of its title commitment or abstract and the title insurance issued pursuant thereto.

Section 1.04 Deposit. Purchaser shall provide a good faith deposit ("**Deposit**") of \$25,000, which shall be tendered upon the execution by Purchaser of this Agreement and which will be applied to the Purchase Price and Initial Payment at Closing. In the event the Conditions to Closing set forth in Article VII are satisfied and Purchaser fails to close, among other remedies, Seller shall be entitled to retain and utilize the Deposit.

Section 1.05 "As Is" Sale. Notwithstanding anything else in this Agreement to the contrary, (1) the Assets are being sold "as is," "where is," and "if is" in all respects; (2) neither Seller nor any of its agents, attorneys, or representatives has made or makes any warranty or representation whatsoever regarding the Assets, or any other matter in any way related to the Assets, including,

but not limited to, title to the Assets, use, value, or any other condition of the Assets; (3) Purchaser agrees that it is not relying on and specifically waives any claim of liability based on any statement, representation, warranty, promise, covenant, or undertaking by Seller or any other person representing or purporting to represent Seller in connection with the sale of the Assets; (4) to the extent Purchaser wishes to move or transport any of the Assets from their present location, it shall be Purchaser's responsibility at Purchaser's expense to move or transport the Assets; and (5) BY SIGNING BELOW, SELLER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, IN CONNECTION WITH THE SALE OF THE ASSETS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 1.06 Retained Liabilities. Purchaser does not assume or agree to discharge or perform and will not be deemed by reason of the execution and delivery of this Agreement or any agreement, instrument or documents delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed or to have agreed to discharge or perform, any liabilities, obligations or commitments of Seller of any nature whatsoever whether accrued, absolute, contingent or otherwise, other than the as specifically set forth in this Agreement.

Section 1.07 General Prorations and Adjustments. Other than as set forth in the TBA or as otherwise agreed to by the Parties in writing, all prepaid and deferred income and expenses relating to the Station Assets and arising from the operation of the Station shall be prorated between Purchaser and Seller in accordance with generally accepted accounting principles ("GAAP") as of 11:59 p.m. on the day immediately preceding the Closing Date ("Effective Time"). Such prorations shall include without limitation all ad valorem, real estate and other property Taxes (except transfer Taxes as provided by Section 8.02), FCC regulatory fees, music and other license fees, utility expenses, rent and other amounts under Station Contracts and similar prepaid and deferred items. Seller shall receive a credit for all of the Station's deposits and prepaid expenses. Sales commissions related to the sale of advertisements broadcast on the Station prior to Closing shall be the responsibility of Seller, and sales commissions related to the sale of advertisements broadcast on the Station after Closing shall be the responsibility of Purchaser. Prorations and adjustments shall be made no later than sixty (60) calendar days after Closing. There shall be no proration or adjustment for any imbalance in the value of rights and obligations under trade, barter or similar agreements for the sale of time for goods or services.

ARTICLE II OPERATIONS THROUGH CLOSING

Section 2.01 Operations through Closing. Seller shall make reasonable efforts to continue the business operations of the stations through Closing. In the event that Seller requires additional funds to satisfy any post-Conversion Date invoice, claim, fee, or Tax which was incurred as a result of operating prior to the Commencement Date¹ of the TBA ("Pre-TBA Claim") Seller may request Purchaser advance funds which advances shall be utilized only to satisfy a Pre-TBA Claim and which advanced amount(s) shall be deducted from the Purchase Price at Closing. As a material term of this Agreement, Seller requires that any post-Conversion Date invoice, charge, claim,

¹ As defined in the TBA.

wage, fee, or Tax be resolved or satisfied prior to or at the Closing from either funds on hand or if those are not available, then from the Initial Payment at Closing. At Closing the Purchaser shall reimburse Seller for any payment(s) made by Seller after the Commencement Date of the TBA for any Licensee Expenses (as defined in the TBA).

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows:

Section 3.01 Authority. This Agreement has been duly and validly executed and delivered by Seller and constitutes a legal and binding obligation of Seller, enforceable against Seller in accordance with its terms. Subject to the approval by the Bankruptcy Court and FCC's consent, Seller has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Seller.

Section 3.02 Legal Proceedings. To best of Seller's knowledge, there are no actions pending or threatened against or by Seller that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such action.

Section 3.03 No Other Agreement. Seller has not entered into any contract, agreement, arrangement or understanding with respect to the sale or other disposition of the Assets except as set forth in this Agreement.²

Section 3.04 Brokers. Seller has not agreed to pay any Party a commission, finder's fee or similar payment in regard to the transaction contemplated by this Agreement and has not taken any action on which a claim for any such payment could be based, with the exception of the commission to be paid at Closing by Seller to Media Sales Group, Inc. d/b/a Hanna Unwired, LLC pursuant to the order approving its retention.

Section 3.05 FCC Licenses. To best of Seller's knowledge, the FCC Licenses constitute all of the authorizations required under the Communications Act of 1934, as amended, or the rules, regulations, and policies of the FCC for the present operation of the business.

² Purchaser has been made aware of the *Order Pursuant to Bankruptcy Code Sections 363 and 365 and Bankruptcy Rules 2002, 6004, and 6006 (1) Authorizing the Trustee to Reject the Lease With Lisa Ray and Ray-D-O Biz Towers Inc; (2) Declaring That Such Rejection Also Terminates All Subleases, Licenses, Occupancy Agreements, Unexpired Leases, and Executory Contracts Maintained by the Debtor with Regard to that Master Lease and Rejecting All Subleases and Executory Contracts on or Related to the Tower; (3) Rejecting the Lease Purchase Agreement with Landmark Infrastructure Holding Company LLC, as Assigned to LD Acquisition Company 19 LLC, (4) Assuming and Assigning the Lease with Joann F. Gallop, Trustee of The Jo Ann F. Gallop Revocable Trust Dated September 10, 2007, Successor In Interest to the Parker Family for the Edith Gallup Parker Estate to Star Lite, a Designee of the NC Landlord; and (5) Authorizing the Chapter 7 Trustee to Sell the Tower Which is the Subject of the Lease with Lisa Ray and Ray-D-O Biz Towers Inc. free and clear of liens, claims, encumbrances, and interests to Star Lite, [Doc. No. 329].*

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as follows:

Section 4.01 Authority. This Agreement has been duly and validly executed and delivered by Purchaser and constitutes a legal and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms. Purchaser has the requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. Purchaser has the requisite corporate power and authority to own and operate the Stations as currently operated.

Section 4.02 No Representations. No oral or written representations have been made other than as stated in this Agreement, and no oral or written information furnished to Purchaser or Purchaser's advisor(s) in connection with the purchase and sale of the Assets was in any way inconsistent with the information stated in this Agreement. Purchaser acknowledges that it has been advised that no person or entity is authorized to give any information, or to make any statement regarding Seller or the Assets, and that any such information or statement must not be relied upon as having been authorized by Seller, its officers, directors, affiliates or professional advisors.

Section 4.03 No Reliance. Purchaser is not relying on Seller with respect to the Tax and other economic considerations of its acquisition. Where it has deemed it appropriate, Purchaser has consulted its own financial, legal and Tax advisors with respect to the economic, legal and Tax consequences of an investment in the Assets and has not relied on Seller or its agents or representatives for advice as to such consequences.

Section 4.04 Brokers. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreements or action of Seller or any party acting on Seller's behalf. Purchaser agrees to pay at its sole expense any Party representing Purchaser a commission, finder's fee or similar payment in regard to the transaction contemplated by this Agreement and has not taken any action on which a claim for any such payment could be based.

Section 4.05 FCC Qualifications. Purchaser is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Act, and the rules, regulations and policies of the FCC. There are no facts that would, under existing Law and the existing rules, regulations, policies and procedures of the FCC, disqualify Purchaser as an assignee of the FCC Licenses or as the owner and operator of the other Station Assets. No waiver of any FCC rule or policy relating to the qualifications of Purchaser is necessary for the FCC Consent to be obtained.

Section 4.07 Financing. As of the Closing Date, Purchaser will have sufficient cash, available lines of credit or other sources of immediately available funds to enable it to make payment of the Purchase Price and any other amounts to be paid by it in accordance with the terms of this Agreement.

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ARTICLE V PRE-CLOSING COVENANTS

The Parties agree that from the date hereof to the Closing Date:

Section 5.01 Implementing Agreement. The Parties will use their best efforts in good faith to perform and fulfill all conditions and obligations to be fulfilled or performed by them hereunder, to the end that the transactions contemplated hereby will be fully and timely consummated, including, without limitation, cooperation with requirements related to the FCC process for assigning or transferring the FCC Licenses from Seller to Purchaser.

Section 5.02 Consents and Approvals. The Parties will use their reasonable best efforts to obtain all necessary consents and approvals to the performance of their respective obligations under this Agreement and the transactions contemplated hereby. The Parties will make all filings, applications, statements and reports to all Governmental Authorities which are required to be made prior to the Closing Date pursuant to any applicable statute, rule or regulation in connection with this Agreement and the transactions contemplated hereby. Without limiting the generality of the foregoing, Purchaser and Seller will promptly cooperate to file an application with the FCC ("**FCC Application**") requesting consent to the assignment of the FCC Licenses to Purchaser from Seller and for the consummation of the transaction contemplated by this Agreement ("**FCC Consent**").

Section 5.03 Governmental Approvals.

(a) FCC Application. The assignment of the FCC Licenses as contemplated by this Agreement is subject to the prior consent and approval of the FCC. Within 14 days of the execution of this Agreement, Purchaser and Seller shall file the requisite FCC Form 314 Assignment of License Application with the FCC or other applicable documents. Seller and Purchaser shall thereafter prosecute the FCC Application with all commercially reasonable diligence and otherwise use commercially reasonable efforts to obtain the FCC Consent as expeditiously as practicable. Each Party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall furnish all information required by the FCC.

(b) Governmental Filing or Grant Fees. Except as otherwise provided in this Agreement, any filing or grant fees (including FCC filing fees) imposed by any Governmental Authority, the consent of which is required for the transactions contemplated hereby, shall be shared equally by Seller and Purchaser, with one Party advancing the sums and the other Party crediting the advancing Party 50% of same at Closing. In addition, the Parties shall share the cost of any publication of the requisite local public notice regarding the FCC Application under Section 73.3580(d)(3) of the FCC's rules, if required.

Section 5.04 Access to Information. Seller shall give Purchaser and Purchaser's representatives full access during normal business hours, to all books, contracts, commitments and records relating to the business. In order that Purchaser may have full opportunity to make such examination and investigation as it may desire of the business, Seller will furnish Purchaser and its representatives during such period with all such information as such representatives may reasonably request.

Section 5.05 Conduct of Business.

(a) Prior to Closing. Between the date of this Agreement and the Closing Date of this Agreement, Seller shall:

- (i) maintain the FCC Licenses in full force and effect;
- (ii) operate the Station in all material respects in accordance with the FCC Licenses, the Communications Act, the FCC rules and regulations and all applicable Laws and the standards of good engineering practice; and
- (iii) not materially adversely modify any of the FCC Licenses.

(b) Additional Covenants. Except as otherwise provided in the TBA, between the date of this Agreement and the Closing Date, Seller shall:

- (i) operate the Station in the ordinary course of business consistent with past practice;
- (ii) use commercially reasonable efforts to preserve the business and goodwill of the Station and the Station Assets;
- (iii) maintain the Tangible Personal Property and the Real Property in normal operating condition consistent with Seller's past practices, ordinary wear and tear excepted.
- (iv) not sell, lease or dispose of or agree to sell, lease or dispose of any of the Station Assets, except (A) the ordinary course disposition of Personal Property that either are obsolete or unnecessary for the continued operation of the Station as currently operated and which are replaced by assets of comparable or superior utility; and
- (v) not without obtaining the prior written consent of Purchaser, such consent not to be unreasonably withheld, enter into or amend any Station Contract, or agree to do any of the foregoing.

(c) Control of Station. Subject to the provisions of this Section 5.05, Purchaser shall not, directly or indirectly, control, supervise or direct the operations of the Station prior to the Closing. Such operations shall be the sole responsibility of Seller and shall be in its complete discretion.

**ARTICLE VI
CLOSING**

Section 6.01 Closing. Subject to the satisfaction or waiver of each of the conditions set forth in Article VII hereof, and except as otherwise mutually agreed upon by Seller and Purchaser, the consummation of the sale and purchase of the Assets described herein ("**Closing**") shall take

place within ten (10) business days after the date of the FCC Final Order (defined below) or on such other day after such consent as Purchaser and Seller may mutually agree (“**Closing Date**”). For purposes of this Agreement, the term “**Final Order**” shall mean that action shall have been taken by the FCC (including action duly taken by the FCC’s staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated. Notwithstanding the foregoing, the Parties may jointly waive the requirement of FCC Final Order and close after initial consent by the FCC, provided no petition to deny or informal objection has been filed. Unless otherwise agreed to by the Parties, the conveyance of the FCC licenses shall be by Assignment and Assumption of FCC Authorizations; the conveyance of Intangible Property shall be by Assignment and Assumption of Intangible Property, the conveyance of tangible assets shall be by Bill of Sale, the conveyance of the contractual agreements shall be by Assignment and Assumption of Contracts and Leases, and the conveyance of real property shall be by Quitclaim Deed or other appropriate Deed.

Section 6.02 NC-WCMS Tower Closing. A closing of the NC-WCMS Tower will take place no later than thirty (30) days after the Closing, or on such other day as Purchaser and Seller may mutually agree (“**NC-WCMS Tower Closing**”). At the NC-WCMS Tower Closing, Seller shall convey the NC-WCMS Tower and assign any lease agreements and rights to collect receivables from tenants located at the NC-WCMS Tower.

Section 6.03 Deliveries by Seller. At the Closing and the NC-WCMS Closing, Seller will deliver to Purchaser the Bill of Sale, the Assignment and Assumption of FCC Authorizations, Assignment and Assumption of Intangible Property, Assignment and Assumption of Contracts and Leases, Quitclaim Deeds, and all other transaction documents necessary to consummate the transactions.

ARTICLE VII CONDITIONS TO CLOSING

Section 7.01 Conditions to Obligations of Both Parties. The obligations of each Party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any order, decree or ruling or taken any other action which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof; and

(b) The Parties shall have received all consents, authorizations, orders and approvals from Governmental Authorities that are required in connection with the consummation of the transactions contemplated by this Agreement, in each case, in form

and substance reasonably satisfactory to Purchaser and Seller, and no such consent, authorization, order and approval shall have been revoked.

Section 7.02 Conditions to Obligations of Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Purchaser's waiver, at or prior to the Closing, of each of the following conditions:

- (a) The FCC Consent shall have been granted;
- (b) An order approving the sale free and clear of liens, claims and encumbrances shall have been entered by the Bankruptcy Court;
- (c) Any and all post-Conversion Date invoices, claims, Taxes or regulatory fees shall have been resolved or satisfied from either funds on hand or if those are not available, then from the Initial Payment at Closing;
- (d) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date;
- (e) Purchaser enters into a lease with Starlite LLC or its designee to enable it to lease the WCXL tower and buildings located at 176 Radio Road in Powell's Point, North Carolina;
- (f) no action shall have been commenced against Purchaser or Seller, which would prevent the Closing;
- (g) no injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits the transactions contemplated hereby;
- (h) Seller shall have delivered to Purchaser duly executed counterparts of the deliverables described in Section 6.03;
- (i) TBA. The TBA shall not have been terminated except in the event of unilateral breach of Seller or mutual agreement of Buyer and Seller; and
- (j) Purchaser enters into a lease with North Banks Properties or its designee of no less than three (3) years at the Nags Head Professional Center.

Section 7.03 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

- (a) Purchaser shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date;

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(b) no injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits the transactions contemplated hereby; and

(c) Purchaser shall have delivered the Purchase Price; and

(d) any Licensee Expenses (as defined in the TBA) shall have been reimbursed from Purchaser to Seller.

ARTICLE VIII TAX MATTERS

Section 8.01 Bulk Sales. Seller and Purchaser hereby waive compliance with the provisions of any applicable bulk sales law and no representation, warranty or covenant contained in this Agreement shall be deemed to have been breached as a result of such non-compliance.

Section 8.02 Transfer Taxes. The Parties will split 50-50 the cost of any transfer tax associated with this transaction. The Parties will work cooperatively to seek waiver of any transfer tax.

ARTICLE IX POST-CLOSING COVENANTS

The Parties agree to perform and/or observe, as may be the case, the provisions of this Article IX with respect to the period following the Closing Date.

Section 9.01 Further Assurances. In case at any time after the Closing Date any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties will take such further action, including the execution and delivery of additional instruments and documents, as the other Party reasonably may request.

ARTICLE X TERMINATION

Section 10.01 Termination. This Agreement may be terminated at any time on or prior to the Closing Date:

(a) with the written mutual consent of Seller and Purchaser;

(b) if the FCC denies the FCC Application;

(c) by Purchaser or Seller, if any court, or any Governmental Authority has issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement, and such order, decree, ruling or other action has become final and non-appealable; provided that this Agreement shall not be terminated unless the Party terminating this Agreement has utilized its reasonable best efforts to oppose the issuance of such order, decree or ruling or the taking of such action;

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(d) in the event the Conditions to Obligations of Purchaser to close as set forth in Section 7.02 are satisfied and Purchaser fails to close on the Closing Date³;

(e) by either Purchaser or Seller, if the other Party is in material breach of any representation, warranty, covenant or agreement contained in this Agreement and fails to cure such breach within fifteen (15) days of notice of such breach by the non-breaching Party (provided, that no Party may terminate the Agreement under this clause if such Party is in material breach of its obligations under this Agreement); or

(f) by either Purchaser or Seller, if the Closing has not occurred on or prior to June 30, 2024, for any reason other than the breach of any provision of this Agreement by the Party seeking to terminate this Agreement.

In the event of any termination pursuant to this Section 10.01, written notice setting forth the reasons thereof shall forthwith be given by Purchaser, if Purchaser is the terminating Party, to Seller, or by Seller, if Seller is the terminating Party, to Purchaser.

Section 10.02 Effect of Termination; Remedies.

(a) In the event of termination pursuant to Section 10.01(a), this Agreement shall become null and void and have no effect (other than this Article X, which shall survive termination), with no liability on the part of Seller or Purchaser, or their respective directors, officers, employees, agents or stockholders, with respect to this Agreement;

(b) In the event of termination pursuant to Section 10.01(d) or (e) in the event the Seller is the non-breaching Party, Seller shall be entitled to retain and utilize the Deposit and seek a cash payment equal to all costs incurred by Seller in operating the Stations from the date of the mutual execution of this Agreement through the termination date, and applicable attorneys' fees actually incurred by Seller in enforcing its rights under this Agreement; and

(c) This Article X shall terminate upon the Closing.

ARTICLE XI MISCELLANEOUS

Section 11.01 Expenses. Subject to the terms of this Agreement, each Party shall bear its own expenses with respect to the transactions contemplated by this Agreement.

Section 11.02 Survival. Except as expressly stated otherwise herein, all covenants and agreements made herein or in any document delivered pursuant to this Agreement shall survive the Closing Date and remain in full force and effect in accordance with their respective terms and until the applicable statute of limitations has expired.

³ Excludes the satisfaction of Section 7.02(c) to the extent the payment of post-Conversion Date invoices are not satisfied from funds on hand and dependent upon the Initial Payment.

Section 11.03 Amendment. This Agreement may be amended, modified or supplemented only in a writing signed by each of the Parties.

Section 11.04 Notices. Any notice, request, instruction or other document to be given hereunder by a Party shall be in writing and shall be deemed to have been given, (i) when received if given in person, (ii) on the date of acknowledgment of receipt if sent by email or (iii) three days after being deposited in the U.S. mail, certified or registered mail, postage prepaid:

If to Seller, addressed to Seller as follows:

Jeffrey T. Testa, Chapter 7 Trustee
McCarter & English, LLP
100 Mulberry Street
Four Gateway Center
Newark, NJ 07102
jtesta@mccarter.com

with a copy to:
Geoffrey E. Lynott, Esq.
McCarter & English, LLP
100 Mulberry Street
Four Gateway Center
Newark, NJ 07102
glynott@mccarter.com

If to Purchaser, addressed to Purchaser as follows:

Davis Media, LLC
4732 Longhill Road, Suite 2201
Williamsburg, VA 23188
Attn: Adam C. Crotty
adam@localdailymedia.com

with a copy to:
Brad Deutsch, Esq.
Foster Garvey PC
1000 Potomac Street, NW
Suite 200
Washington, DC 20007
Brad.deutsch@foster.com

or to such other individual or address as a Party may designate for itself by notice given as herein provided.

Section 11.05 Waivers. The failure of a Party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No

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waiver by a Party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

Section 11.06 Counterparts; Facsimile Signatures. This Agreement (and any agreement, certificate or other document delivered hereunder) may be executed simultaneously in counterparts and with electronic or facsimile signatures, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 11.07 Headings. The headings preceding the text of Articles and Sections of this Agreement are for convenience only and shall not be deemed part of this Agreement.

Section 11.08 Applicable Law. The construction and performance of this Agreement shall be governed by the law of the State of New Jersey without regard to its principles of conflict of law. BUYER AND SELLER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE. Buyer and Seller hereby acknowledge that they have each been represented by counsel in the negotiation, execution and delivery of this Agreement and that their lawyers have fully explained the meaning of the Agreement, including in particular the jury-trial waiver.

Section 11.09 Consent to Jurisdiction. Any legal action or other proceeding for any purpose with respect to this Agreement shall be brought in the Bankruptcy Court for the District of New Jersey. The Parties hereby submit to the exclusive jurisdiction of that court and waive any objection to the propriety or convenience of venue in that court.

Section 11.10 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

Section 11.11 Entire Understanding. This Agreement (including the Exhibits attached hereto and the agreements and other ancillary documents referenced or contemplated herein) set forth the entire agreement and understanding of the Parties in respect to the transactions contemplated hereby and supersede all prior agreements, arrangements and understandings relating to the subject matter hereof and are not intended to confer upon any other person any rights or remedies hereunder. There have been no representations or statements, oral or written, that have been relied on by either Party, except those expressly set forth in this Agreement.

Section 11.12 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party and its permitted assigns, and nothing in this Agreement, express or implied, is intended to confer any rights or remedies of any nature whatsoever under or by reason of this Agreement upon any other person. Nothing in this Agreement shall be construed to create any rights or obligations except among the Parties, and no person or entity shall be regarded as a third-Party beneficiary of this Agreement.

Section 11.13 Interpretation. The Parties hereby acknowledge and agree that: (i) each Party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to their revision; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to both Parties hereto and not in favor of or against either Party, regardless of which Party was generally responsible for the preparation of this Agreement.

Section 11.14 Severability. In the event that any court of competent jurisdiction shall finally determine that any provision, or any portion thereof, contained in this Agreement shall be void or unenforceable in any respect, then such provision shall be deemed limited to the extent that such court determines it enforceable, and as so limited shall remain in full force and effect. In the event that such court shall determine any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

Section 11.15 Third-Party Beneficiaries. This Agreement is not intended to confer upon any person or entity, other than the Parties hereto any rights or remedies hereunder.

Section 11.16 No Consequential Damages. In no event will Seller be liable for any consequential, indirect, special, incidental, punitive damages or lost profit or lost opportunities resulting from or related to this Agreement or the transactions contemplated herein, whether based on warranty, contract, tort or any other legal theory, whether or not foreseeable, and whether or not advised of the possibility of such damages and losses.

Section 11.17 Cooperation. The Parties shall cooperate with one another and may mutually agree in writing to modify any provision in this Agreement in order to consummate the Closing.

DEFINITIONS

The following terms shall have the meanings set forth below as used in this Agreement:

“Agreement” means this Asset Purchase Agreement, including all Schedules hereto, as it may be amended from time to time in accordance with its terms.

“Claims” means all claims, encumbrances, liabilities, options, charges, obligations, Taxes, Employee Claims, rights of third Parties (express or implied), restrictions, licenses, and interests of any kind or nature whatsoever, including, but not limited to, the definition of “claim” under 11 U.S.C. § 101(5).

“Closing” means the consummation of the transactions contemplated herein in accordance with Article VI hereof.

“Closing Date” means the date on which the Closing occurs or is to occur.

“Contract” means all contracts, leases, deeds, commitments, undertakings, sales orders, purchase orders, indentures, mortgages, notes, bonds, instruments, licenses (other than the FCC

Licenses) and all other agreements, commitments and legally binding arrangements of Seller, whether written or oral, but not including this Agreement.

"Employee Claims" means (i) any claims for severance pay, termination pay, redundancy pay, pay in lieu of notice or any other claim for similar compensation or damages relating to the termination of any employee or independent contractor of Seller prior to the Closing Date, or (ii) any claims for compensation by any employee or independent contractor of Seller for services rendered prior to the Closing Date.

"Encumbrance" means any and all Liens and Claims.

"Equipment" means any and all of the owned broadcasting studio and audio equipment, including microphones, audio consoles, video and music libraries, computer servers, transmitters, antennas, machinery, equipment, installations, furniture, tools, molds, spare parts, supplies, maintenance equipment and supplies, materials, automobiles, trucks and other vehicles and other items of personal property of every kind and description, of Seller used in connection with the Business.

"Excluded Assets" shall have the meaning set forth in Section 1.02.

"FCC" means the Federal Communications Commission.

"FCC Licenses" means any licenses or authorizations issued to Seller by the FCC exclusively in connection with the operations of the Business as of the date of this Agreement.

"Governmental Authority" means the government of the United States or any state or political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Intellectual Property" means all United States and foreign patents, patent registrations and patent applications, patent licenses, trade names, brand names, logos, trademarks, trademark licenses, service marks and trademark registrations (and applications therefor, including intent-to-use applications, and all issuances, extensions and renewals of such registrations and applications), copyrights, copyright registrations, copyright licenses (and applications therefor, and all issuances, extensions and renewals of such registrations and applications), confidential information, trade secrets, inventions, processes, designs, devices, know-how, show-how, recipes, formulae, methods, compositions, operating manuals, computer software, technology or the like, and all applications for any of the foregoing, in each case, owned and held by Seller and as used in the conduct of the Business, together with the goodwill associated therewith and including all rights to sue for past infringement in connection therewith.

"Lien" means any interest in property securing an obligation, whether such interest is based on common law, statute, or contract (and including, but not limited to, any security interest or lien arising from a mortgage, pledge, charge, easement, servitude, security agreement, conditional sales or trust receipt, or a lease, consignment or bailment for security purposes), reservations, exceptions covenants, conditions, restrictions, leases, subleases, licenses, occupancy

agreements, pledges, equities, charges, assessments, covenants, reservations, mechanics' liens, Taxes, defects in title, encroachments and other burdens, and other title exceptions and encumbrances affecting property of any nature, whether accrued or unaccrued, tangible or intangible, or absolute or contingent, including, but not limited to, the definition of "lien" under 11 U.S.C. § 101(37).

"Purchased Assets" shall have the meaning set forth in Section 1.01.

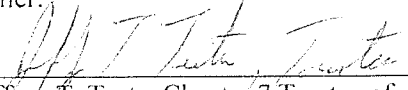
"Purchase Price" shall have the meaning set forth in Section 1.03.

"Tax" or **"Taxes"** means all Taxes, charges, fees, duties, levies or other assessments, including (without limitation) income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational, interest equalization, windfall profits, severance and employees, income withholding, unemployment and Social Security Taxes, which are imposed by the United States, or any state, local or foreign government or subdivision or agency thereof, and such term shall include any interest, penalties or additions to Tax attributable to such Taxes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be executed and delivered on the date first above written.

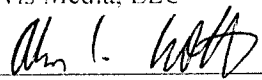
Seller:



Jeffrey T. Testa, Chapter 7 Trustee of
JAM Media Solutions, LLC

Purchaser:

Davis Media, LLC



Adam C. Crotty
Treasurer/CFO