

Exhibit

Certain schedules referenced in the Asset Purchase Agreement contain information that is proprietary and not germane to the Commission's evaluation of this application and therefore not all schedules have been included. However, such schedules will be provided to the commission upon request. See Luj, Inc., and Long Nine, Inc., Memorandum Opinion and Order, 17 FCC Rcd 16980 (2002).

Summary of APA schedules include:

Schedule 1(a)(i): FCC Authorizations

Schedule 1(a)(ii): Tangible Personal Property

Schedule 1(a)(iii): Real Property Leases

Schedule 1(a)(iv): Assumed Contracts

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of November ~~24~~ 2020 (the "Effective Date") by and between, **KING CITY COMMUNICATIONS CORPORATION**, a California corporation ("Seller") and **DIMES MEDIA CORPORATION**, a California corporation ("Buyer") (and, collectively, "Parties").

WITNESSETH:

WHEREAS, Seller is the licensee of full power radio stations KRKC-FM, King City, CA (102.1 MHz; Fac. ID 34885) and KRKC(AM), King City, CA (1490 kHz; Fac. ID 54554), FM translator stations K285FW, King City, CA (104.9 MHz; Fac. ID 150528) and K295BZ, King City, CA (106.9 MHz; Fac. ID 152685), and holds the construction permit for FM translator K228FT, King City, CA (93.5 MHz; 200412) (KRKC-FM, KRKC(AM), K285FW, K295BZ, and K228FT are, collectively, the "Stations") pursuant to authorizations issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, on the terms and conditions described herein, Seller desires to sell and Buyer desires to acquire certain assets owned or leased by Seller and used or useful in connection with the operation of the Stations;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assets and Liabilities.

(a) Assets. On the Closing Date (as defined below), Seller shall sell, assign and transfer, or cause to be delivered, to Buyer, and Buyer shall purchase, assume and accept from Seller, the assets, properties, interests and rights of Seller of whatsoever kind and nature, used in connection with the operation of the Stations and which are specifically described below, but excluding the Excluded Assets described in subparagraph (c) below (collectively, the "Assets");

(i) Licenses and Authorizations. All licenses, authorizations, permits, applications and approvals issued to or pending with respect to the Stations by (i) the FCC (the "FCC Authorizations"), including Seller's rights in the call letters of the Stations; and (ii) the Federal Aviation Administration ("FAA"); and (iii) any other permits, registrations, licenses, variances, exemptions, orders and approvals of all federal, state or local governmental authorities held by Seller in connection with the Stations' transmitter sites (the "Transmitter Sites") (collectively, the "Licenses"), including those described on Schedule 1(a)(i), including any renewals or modifications thereof between the date hereof and Closing.

(ii) Tangible Personal Property. The following tangible personal property (collectively, the "Tangible Personal Property");

(A) The towers and improvements ("Towers") at the Transmitter Sites, together with the tower foundation, equipment shelter, detuning equipment, generator, tower grounding system, waveguides, light monitoring system, security system or alarm, power protection,

utilities, fences, landscaping and other related improvements Seller has an ownership interest and which are located on the Transmitter Sites on or appurtenant to the Towers, including those items described on Schedule 1(a)(ii) (collectively the “Tower Facilities”); and

(B) All equipment, transmitters, antennas, cables, furniture, fixtures, spare parts and other tangible personal property of every kind and description that are used or held for use in the operation of the Stations, including every item of tangible property described on Schedule 1(a)(ii), and any additions and improvements thereto prior to the Closing Date, except for any retirements or dispositions thereof made between the date hereof and the Closing Date in the ordinary course of business and consistent with the terms of this Agreement.

(iii) Real Property Leases. Seller’s leasehold interest in the parcels of real property comprising the transmitter sites, studio facilities and other real property used in the operation of the Stations, including any appurtenant easements and improvements located thereon, listed and described on Schedule 1(a)(iii), (collectively the “Real Property Leases”) together with any and all easements for ingress, egress and utilities for the foregoing.

(iv) Contracts. Those leases, subleases, licenses and other agreements, including operational contracts that are listed and described on Schedule 1(a)(iv) and all contracts for the sale of advertising on the Stations that are entered into in the ordinary course of business of the Stations consistent with past practices (collectively, the “Assumed Contracts”).

(v) Files and Records. The Stations’ public inspection files, filings with the FCC relating to the Stations, and such other environmental reports, title insurance policies, technical information, engineering data, books and records that primarily relate to the other Assets being conveyed hereunder.

(vi) Programming. All programs, programming, and music libraries of whatever form or nature used in or intended to be used in the operations of the Stations.

(vii) Intangible Property. All of Seller’s rights in and to the trademarks, trade names, service marks, patents, franchises, copyrights, call letters, jingles, logos, slogans, licenses, permits and privileges, trade secrets, email, social media, website addresses and other similar intangible property rights and interests owned by it and used in the operations of the Stations.

(viii) Claims. Any and all claims and rights against third parties if and to the extent that they relate to the Assets, including, without limitation, all rights under manufacturer and vendor warranties.

(b) Liens. The Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements and other liens, liabilities and encumbrances of every kind and nature (“Liens”), except (i) liens for taxes not due and payable; and (ii) liens or mortgages, in each case that will be released on or before the Closing (“Permitted Liens”).

(c) Excluded Assets. The following assets and obligations relating to the business of the Stations shall be retained by Seller and shall not be sold, assigned or transferred to or assumed by Buyer (the "Excluded Assets"):

(i) any and all cash, cash equivalents, cash deposits to secure contract obligations and all other accounts receivable, bank deposits and securities held by Seller in respect of the Stations at the Closing Date.

(ii) all prepaid expenses.

(iii) all contracts of insurance and claims against insurers.

(iv) all employee benefit plans and the assets thereof and all employment contracts.

(v) all contracts that are terminated in accordance with the terms and provisions of this Agreement or have expired prior to Closing in the ordinary course of business, and all loans and loan agreements.

(vi) Seller's corporate and employee records.

(vii) all personal effects of Seller's principals and Seller's employees.

(viii) all commitments, contracts, lease and agreements except to the extent that they are specifically assumed in this Agreement.

2. Purchase Price.

(a) Upon the execution of this Agreement, Buyer shall deliver the sum of Fifteen Thousand Dollars and 00/100 (\$15,000.00) to Seller's broker to be held in an escrow account as a deposit (the "Deposit") for this transaction. The Deposit shall be held in such escrow account pending the Closing and at Closing delivered to Seller to be applied to the Purchase Price.

(b) Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, on the Closing Date, Buyer shall pay to Seller the aggregate sum of One Hundred and Fifty Thousand Dollars (\$150,000.00) (the "Purchase Price"), which shall be paid by: (i) Buyer delivering written notice to Seller's broker to deliver the \$15,000 Deposit to Seller and any accrued interest to Buyer; (ii) Buyer delivering \$7,500 to a post-closing escrow account (the "Post-Closing Escrow" to be used to meet post-Closing obligations of Seller) to be established by the parties at a mutually-acceptable bank with a main office or branch in King City (the "Post-Closing Escrow Agent"); and (iii) a wire transfer from Buyer of the remaining amount as adjusted upward or downward for any prorations, by same day federal funds, to an account designated by Seller at least two (2) business days before the Closing Date.

(c) The Post Closing Escrow of \$7,500 shall be held for one (1) year from the Closing Date by the Post-Closing Escrow Agent. Until one (1) year has elapsed subsequent to the Closing Date, the Post-Closing Escrow shall be released from time to time, in whole or in part, in accord with joint written instructions of Seller and Buyer to the Post-Closing Escrow Agent. Upon

the date one (1) year from the Closing Date, any amount remaining in the Post-Closing Escrow along with any accrued interest shall be delivered to Seller without any further action or instruction from either party. Buyer shall pay any upfront costs of such Post-Closing Escrow to the Post-Closing Escrow Agent upon the opening of the account to hold the Post-Closing Escrow and thereafter shall promptly pay to Post-Closing Escrow Agent any additional fees for the Post-Closing Escrow as may be owed.

(d) The parties agree to prorate all expenses arising out of the operation of the Stations which are incurred, accrued or payable, as of 11:59 p.m. local time of the day preceding the Closing. The items to be prorated shall include, but not be limited to, power and utilities charges; FCC regulatory fees; real property and personal property taxes related to the Assets which shall be based upon the most recent tax bills and information available; security deposits under the Assumed Contracts; and similar prepaid and deferred items. The prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within sixty (60) days after the Closing Date.

3. **FCC Consent; FCC Applications.** At a date not later than ten (10) business days after the Effective Date, Buyer and Seller shall execute, file and diligently prosecute an application with the FCC (the "Assignment Application") requesting its consent to the assignment, from Seller to Buyer, of all FCC Authorizations pertaining to the Stations (the "FCC Consent"). Buyer and Seller shall take all reasonable steps to cooperate with each other and with the FCC to secure the FCC Consent without delay, and to promptly consummate this Agreement in full, provided, however, that neither Seller nor Buyer will be required to participate in a trial-type hearing before the FCC or a judicial appeal from any adverse FCC action.

4. **Closing Date; Closing Place.** The closing of the transactions contemplated by this Agreement (the "Closing") shall occur on a date fixed by mutual agreement of Buyer and Seller (the "Closing Date"), which such date shall be on or before April 30, 2021. Closing is conditioned upon FCC Consent having been granted and the other conditions to closing set forth in Section 8 having been either waived or satisfied.

5. **Representations and Warranties of Seller.** Seller hereby represents and warrants to Buyer:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Seller (and if necessary, its directors) and no other proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligations of Seller, enforceable in accordance with its respective terms.

(b) The execution, delivery, and performance of this Agreement by Seller will not (i) constitute a violation of or conflict with Seller's organizational documents, (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with

any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation relating to the business of the Stations and to which Seller or any of the Assets may be subject, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Buyer, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Seller or any of the Assets, (iv) result in the creation or imposition of any Lien of any nature whatsoever on any of the Assets, or (v) require the consent or approval of any governmental authority or other third party, other than the FCC Consent and any applicable consents for the Assumed Contracts.

(c) Schedule 1(a)(i) contains a true and complete list of the FCC Authorizations and all other Licenses that are required for the lawful conduct of the business and operations of the Stations in the manner and to the full extent it is presently operated. Seller lawfully holds the FCC Authorizations and Licenses listed on Schedule 1(a)(i). Except as set forth in Schedule 1(a)(i), Seller is operating the Stations in all material respects in accordance with the FCC Authorizations, and all applicable rules, regulations and policies of the FCC (collectively, the “Communications Laws”), including that the Stations are now and on the Closing Date will be transmitting at no less than ninety percent (90%) of their authorized power. There is not now pending or, to Seller’s knowledge, threatened any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew any of such FCC Authorizations or Licenses, and Seller has not received any notice of and has no knowledge of any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either the Stations or Seller. All material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Stations have been timely filed, and all such reports and filings are accurate and currently are in material compliance.

(d) Schedule 1(a)(ii) contains a description of all material items of Tangible Personal Property used or held for use in the operation of the Stations. The Tangible Personal Property constitutes all personal property that is necessary to conduct the operation of the Stations in the manner in which it is currently operated (other than those assets which are Excluded Assets) and will be acquired by Buyer. Seller owns and has, and will have on the Closing Date, good and marketable title to the Tangible Personal Property. Each item of Tangible Personal Property (i) is good operating condition (reasonable wear and tear excepted) and is not in need of any material repair, (ii) has been maintained in a manner consistent with generally accepted standards of good engineering practice, and (iii) is operating in substantial compliance with all Licenses, including, but not limited to, the FCC Authorizations and rules and regulations of all relevant federal and state governments, agencies, or departments, including, but not limited to, the FCC and FAA. The buildings, Towers, guys and other fixtures situated on the Real Property are free of structural defects and are suitable for their intended uses. Seller has no knowledge that they have not been properly maintained and repaired or that they do not comply in all material respects with applicable zoning, health and safety laws and codes. The operations of the Stations do not exceed permissible levels of exposure to RF radiation specified in either the Communications Laws or any other applicable Environmental Laws. The Towers are obstruction-marked, monitored and lighted, to the extent required by, and in accordance with, the rules and regulations of the FAA, the FCC or any other governmental authority. The Tower Facilities are in compliance with applicable zoning, FCC, FAA, and any related or similar state laws, land use laws and applicable title covenants,

conditions, restrictions and reservations in all respects, now and at the time of development of the Real Property as a broadcasting facility.

(e) Schedule 1(a)(iii) contains a description of the Real Property Leases. The Real Property Leases cover all of the real property which is used or held for use in the operation of the of the Stations. The Real Property Leases (i) provide sufficient vehicular access to the Transmitter Sites without need to obtain any additional access rights and (ii) are served by all utilities which are required for adequate operation of the Stations. There is no pending or to Seller's knowledge threatened suit for condemnation or other taking by any public authority of the Real Property or any part thereof. All buildings and other improvements included in the Real Property Leases are in operating condition and are not in need of material repair (ordinary wear and tear excepted) and free from material defect or damage. The Towers and Tower Facilities (including guy wires) included in the Tangible Personal Property or Real Property do not encroach upon any adjacent premises. The Real Property Leases are not subject to any zoning, restrictive covenant or other agreement or order that prohibits use of the real property as currently being used. Seller has delivered to Buyer true and complete copies of all leases and documents related to the Real Property Leases. All permanent certificates of occupancy and other consents and approvals required to be obtained by Seller for use of the Real Property Leases from any governmental authority, association or board with jurisdiction over such real property have been issued and are in full force and effect. The Tower Facilities were constructed in accordance with the Communications Laws or any other applicable law and comply in all material aspects with all other applicable health and safety laws and codes and zoning requirements. Each Real Property Lease is in effect and binding upon Seller and, to Seller's knowledge, the other party thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Seller has, and will convey to Buyer at the Closing, a valid interest in the Real Property Leases. Seller is not (and to Seller's knowledge, the other party to the Real Property Leases are not) in material breach or default under any Real Property Lease and, no events or circumstances have occurred which, with or without notice or lapse of time or both, would constitute defaults under any such lease. Except as set forth on Schedule 1(a)(iv), the consent of the counterparty to any Real Property Lease is required to assign such lease to Buyer.

(f) To Seller's knowledge, no item of Tangible Personal Property contains any Hazardous Materials. As used in this Agreement, "Hazardous Materials" means any wastes, substances, or materials (whether solids, liquids or gases) that are deemed hazardous, toxic, pollutants, or contaminants, including substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, any applicable regulations of any federal, state, or local department of natural resources or federal, state, or local environmental protection agency now or at any time hereafter in effect ("Environmental Laws"). Without limiting the generality of the foregoing, Hazardous Materials includes, but is not limited to, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious wastes, radioactive materials and wastes and petroleum and petroleum products (including crude oil or any fraction thereof).

(g) Schedule 1(a)(iv), contains a description of the Assumed Contracts. Seller has provided Buyer with a complete and correct copy of each Assumed Contract together with all amendments and assignments related thereto. Each Assumed Contract is in effect and binding upon Seller and, to Seller's knowledge, the other party thereto (subject to bankruptcy, insolvency,

reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Seller has, and will convey to Buyer at the Closing, a valid interest in the Assumed Contracts. Seller is not (and to Seller's knowledge, the tenant is not) in material breach or default under the Assumed Contract and, no events or circumstances have occurred which, with or without notice or lapse of time or both, would constitute defaults under any Assumed Contract. Except as set forth on Schedule 1(a)(iv), the consent of the counterparty to any Assumed Contract is required to assign such Assumed Contract to Buyer.

(h) With respect to the Intangible Property, (i) Seller's use of the Intangible Property does not infringe upon any third party rights in any material respect, (ii) no material Intangible Property is the subject of any pending, or, to Seller's knowledge, threatened legal proceedings claiming infringement or unauthorized use, and (iii) Seller has not received any written notice that its use of any material Intangible Property is unauthorized or infringes upon the rights of any other person. Seller owns or has the right to use the Intangible Property free and clear of Liens other than Permitted Liens. Seller is current on any and all Intangible Property licensing or royalty fees.

(i) Seller has complied in all material respects with all labor and employment laws, rules and regulations applicable to the Stations' business, including without limitation those which relate to prices, wages, hours, discrimination in employment and collective bargaining. There is no unfair labor practice charge or discrimination complaint against Seller or the Stations pending or, to Seller's knowledge, threatened before the National Labor Relations Board, any state agency, any court or other tribunal, and there is no strike, dispute, request for representation, slowdown or stoppage pending or threatened in respect of the Stations' business. Seller is not party to any collective bargaining, union or similar agreement with respect to the employees of Seller at the Stations, and to Seller's knowledge, no union represents or claims to represent or is attempting to organize such employees.

(j) The instruments to be executed by Seller and delivered to Buyer at the Closing, conveying the Assets to Buyer, will transfer good and marketable title to the Assets free and clear of all Liens (other than Permitted Liens).

(k) Seller is current on all employee payments, compensation, benefits, withholding taxes and other obligations with respect to such employees. Buyer shall have no obligation to offer employment to any employee of Seller or the Stations and shall have no liability with respect to any such employee or for benefits of any kind or nature.

(l) Except for Peter Meiuli of Jorgenson Broadcast Brokerage, Inc., whose fees and/or commissions will be paid solely by Seller, there is no broker, finder or other person who would have any valid claim for a commission or brokerage fee in connection with this Agreement.

(m) Seller is not subject to any order, writ, injunction, judgment, arbitration decision or decree having binding effect and affecting the business of the Stations or the Assets or which restrains or enjoins the transactions contemplated hereby, and no such proceeding is pending. There is no material litigation pending by or against, or to the best of Seller's knowledge, threatened against Seller. Seller has complied in all material respects with all applicable laws, regulations, orders or decrees applicable to the Stations. The present uses by Seller of the Assets

do not violate any such laws, regulations, orders or decrees in any material respect, and Seller has no knowledge of any basis for any claim for compensation or damage or other relief from any violation of the foregoing.

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

(o) Seller has duly, timely, and in the required manner filed all federal, state, and local, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid prior to the Closing Date which, if not filed or paid as the case might be would interfere with Buyer's full use and enjoyment of the Assets after the Closing Date. No event has occurred which imposes on Buyer any liability for any taxes, penalties or interest due or to become due from Seller from any taxing authority.

(p) Except for administrative rulemaking or other proceedings of general applicability to the radio broadcast industry: (i) there is no proceeding or investigation of any nature pending or, to Seller's knowledge, threatened against Seller (in relation to the Stations), any of the Stations or the FCC Authorizations or affecting the same; and (ii) no writ, decree, or similar instrument has been rendered or is pending against Seller which would materially and adversely affect the Assets or Seller's ability to perform under this Agreement.

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

(r) Seller has provided to Buyer access to its books and records. These records fairly and accurately depict revenues and expenses for the operations of the business for the periods shown, and do not omit any material information necessary for the Buyer's understanding of the business and operations of the Stations.

(s) Seller is a borrower under the loan described in Schedule 5(s) (the "PPP Loan") obtained under the Paycheck Protection Program (the "PPP"), established by Section 1102 of the Coronavirus Aid, Relief, and Economic Security Act. Seller is in compliance with the terms of the PPP Loan, including all documents, instruments and agreements and all rules, regulations and policies of the SBA (defined below) and all other applicable laws, rules and regulations. Without limiting the generality of the foregoing, all PPP Loan funds have been used for proper purposes and Seller is either (i) entitled to forgiveness of the PPP Loan under the PPP or (ii) Seller will repay the PPP Loan funds in full prior to Closing. Seller will provide any required written notice to and/or obtain, the written consent of the SBA or PPP lender of the PPP Loan to the sale of the

Assets under this Agreement (the “PPP Consent”). Except for the PPP Consent, no other consent or approval of US Small Business Administration (the “SBA”) or other governmental or regulatory authority or third party is required to be obtained to permit the transactions contemplated by this Agreement in compliance with the PPP and the terms of the PPP Loan. Other than the PPP Loan, neither Seller nor any affiliate of Seller has applied for or received funds as a borrower under any other governmental relief program that could impose obligations on Buyer after the Closing or otherwise impede the timely Closing hereunder.

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

6. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller:

(a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of California, and has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(b) Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Buyer, and no other proceedings on the part of Buyer are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding agreements of Buyer enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors’ rights or the application of principles of equity.

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

(d) Buyer is legally, technically, and financially qualified to hold the FCC Authorizations for and to operate the Stations. To Buyer’s knowledge, there is no investigation or inquiry in progress at the FCC that might delay approval of Buyer to be the licensee of the Stations.

7. Covenants.

(a) Seller covenants with Buyer that, between the date of this Agreement and the Closing Date, Seller shall act in accordance with the following:

(i) Seller shall maintain the Tangible Personal Property in accordance with standards of good engineering practice and replace any of such property, which shall be worn out, lost, stolen or destroyed with like property of substantially equivalent kind and value.

(ii) Seller shall continue to operate and maintain the Stations in the ordinary course of business, and shall not materially change the programming, sales, collections or other operations of the Stations. Other than as agreed to by Buyer, Seller shall not enter into any trade or barter agreements that will leave any trade balance to be performed by Buyer after Closing.

(iii) Seller shall continue to operate and maintain the Stations in accordance with the terms of the Licenses and in material compliance with all applicable laws, rules, and regulations. Seller shall deliver to Buyer, promptly after filing, copies of any reports, applications or responses to the FCC or any communications from the FCC or any other party directed to the FCC related to the Stations which are filed between the date of this Agreement and the Closing Date. Except as otherwise approved by Buyer, Seller shall not file any application to modify the Stations' facilities except such modifications as are required by the public interest as determined in the sole discretion of Seller, exercised in good faith after consultation with Buyer, and Seller shall take all actions necessary to keep the Licenses valid and in full force and effect.

(iv) Seller shall maintain insurance on all of the Tangible Personal Property in such amounts as necessary to repair or rebuild the applicable Tangible Personal Property.

(v) Seller shall not, without the prior written consent of Buyer, sell, lease, transfer or agree to sell, lease or transfer any of the Assets, provided however, that if for any reason Closing does not occur on or prior to April 30, 2021, Seller's broker may thereafter offer the Stations for sale, negotiate with other prospective buyers, and reach agreements with such prospective buyers, while this Agreement is in effect and prior to the Closing Date. Seller shall act in good faith in seeking the successful prosecution of the Assignment Application and shall cooperate in taking all other reasonable actions so as to accomplish the Closing on or before April 30, 2021.

(vi) Seller shall afford, and shall cause its respective officers, directors, employees and agents to afford, to Buyer, its prospective financing sources and its and their respective officers, employees, advisors and agents reasonable access during regular business hours to Seller's officers, employees, independent contractors, agents, properties, records and contracts relating to the Assets, and shall furnish Buyer all operating and other data and information with respect to the Assets as Buyer, through its respective officers, employees, advisors or agents, may reasonably request.

(vii) Seller shall be in material compliance with all federal, state and local laws, rules and regulations with respect to operation of the Stations.

(viii) Seller shall not, without the consent of the Buyer, amend, terminate or fail to renew the Assumed Contracts without Buyer's express consent, and shall obtain consent of any counterparty to the Assumed Contracts (to the extent required by the terms thereof) for the assignment of the Assumed Contracts to Buyer at Closing.

(ix) Except in the ordinary course of business and as otherwise required by law, Seller shall not without the consent of Buyer (i) enter into any employment, labor, or union

agreement or plan (or amendments of any such existing agreements or plan) that will be binding upon Buyer after Closing or (ii) increase the compensation payable to any employee of the Stations, except for bonuses and other compensation payable by Seller in connection with the consummation of the transactions contemplated by this Agreement (if any); and

(x) Seller shall not enter into new Station Contracts that will be binding upon Buyer after Closing or amend any existing Station Contracts, except for (A) new time sales agreements for cash consideration and other Station Contracts made in the ordinary course of business that are terminable on ninety days notice or less without penalty, and (B) other Station Contracts made with Buyer's prior consent.

(xi) Seller shall not, without the consent of the Buyer, amend, terminate or fail to renew the Real Property Leases without Buyer's express consent, and shall obtain consent of any counterparty to the Real Property Lease (to the extent required by the terms thereof) for the assignment of the Real Property Lease to Buyer at Closing.

(b) Subject to the terms and conditions of this Agreement, each of the parties hereto will use commercially reasonable efforts to take all action and to do all things necessary, proper or advisable to satisfy any condition to the parties' obligations hereunder in its power to satisfy and to consummate and make effective as soon as practicable the transactions contemplated by this Agreement, provided, however, that neither Seller nor Buyer will be required to participate in a trial-type hearing before the FCC or a judicial appeal from any adverse FCC action.

8. Employees.

(a) Seller has provided Buyer a list showing employee positions and certain compensation information for employees of the Stations who are available to Buyer for hire, if any. Except as set forth on Schedule 1.1(d), Buyer may, but is not obligated to, offer post-Closing employment to such employees. With respect to each such employee, prior to Closing, Buyer shall notify Seller as to which of the employees of Seller it proposes to hire after Closing.

(b) If applicable, Seller shall give any notice to any applicable employees required under the Worker Adjustment and Retraining Notification Act (the "WARN Act") or any similar state or local law, and Buyer shall comply with any applicable requirements after the Closing Date. If the WARN Act or any such other law is applicable, then Seller may by written notice to Buyer extend the Closing Date to a date within five (5) business days after expiration of all applicable notice periods.

(c) With respect to employees of the Stations hired by Buyer, Seller shall be responsible for all compensation and benefits arising prior to the Closing Date (in accordance with Seller's employment terms), and Buyer shall be responsible for all compensation and benefits arising after the Closing Date (in accordance with Buyer's employment terms). Seller will be responsible for all obligations to employees that are not hired by Buyer.

9. Accounts Receivable. For a period of one hundred eighty (180) days after Closing (the "Collection Period"), Buyer shall, without charge to Seller, use commercially reasonable efforts to collect the Accounts Receivable ("A/R") in the ordinary course of business and shall apply all amounts collected from the Stations' account debtors to the oldest A/R first, unless the

advertiser disputes in good faith in writing an older account and designates the payment to a newer account. Any amounts relating to the A/R that are paid directly to Seller shall be retained by Seller. Buyer shall not discount, adjust or otherwise compromise any A/R and Buyer, but instead shall refer any disputed A/R to Seller. Within ten calendar days after the end of each month, Buyer shall deliver to Seller a report showing A/R collections for the prior month and Buyer shall make a payment, without offset, to Seller equal to the amount of all such collections. At the end of the Collection Period, any remaining A/R shall be returned to Seller for collection.

10. Conditions Precedent to Obligation to Close.

(a) The performance of the obligations of Seller hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) Buyer shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by Buyer prior to or as of the Closing Date.

(ii) The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

(iii) The FCC Consent shall have been granted.

(iv) Buyer shall have delivered to Seller, on the Closing Date, the Purchase Price.

(v) Buyer shall have delivered to Seller the documents required to be delivered pursuant to Section 11(b).

(vi) Buyer shall not be subject to any voluntary or involuntary petition under Federal bankruptcy law, or any state receivership or similar proceeding.

(b) The performance of the obligations of Buyer hereunder is subject to the satisfaction or waiver of each of the following express conditions precedent:

(i) Seller shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by Seller prior to or as of the Closing Date.

(ii) The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

(iii) None of the events or conditions referenced in Section 18 below shall have occurred and not been remedied as set forth in Section 18.

(iv) The FCC Consent shall have been granted and shall have become a Final Order. For purposes of this Agreement, "Final Order" means an FCC Consent (a) that is no longer subject to review, set aside, or rehearing by the FCC or any court, and (b) that has received no timely requests for stay, petition for rehearing or appeal. The Closing shall take place remotely by email, or in such other manner and at such other place as the parties may agree in writing.

(v) Seller shall have delivered to Buyer the documents required to be delivered pursuant to Section 11(a).

(vi) Seller shall not be subject to any voluntary or involuntary petition under Federal bankruptcy law, or any state receivership or similar proceeding.

(vii) Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

(viii) The Seller's and Stations' operations shall not be subject to any Material Adverse Change ("Material Adverse Change"). For the purposes of this Agreement, Material Adverse Change means, but is not limited to, any change causing, or condition that is likely to cause, a materially adverse change in the Seller's or Stations' business or financial condition or prospects including but not limited to a local, state, or federal public health order restricting the activities of residents of California or any portion of the service area of the Stations, or any other event or condition reasonably expected to be materially adverse to Buyer's operations of the Stations after Closing or Buyer's ability to close the transaction contemplated by this Agreement.

11. Closing Deliveries.

(a) At the Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

(i) Assignment and Assumption Agreements transferring to Buyer the rights and obligations of Seller pursuant to the Assumed Contracts ("Contract Assignment") and to the Real Property Leases, executed by Seller.

(ii) A Bill of Sale vesting in Buyer good and marketable title in and to the Assets ("Bill of Sale"), executed by Seller.

(iii) An Assignment and Assumption transferring to Buyer the rights and obligations of Seller pursuant to FCC Authorizations and other Licenses ("FCC Assignment"), executed by Seller.

(iv) if required under any Assumed Contract or Real Property Lease, written consent of the other party to the assignment of the Assumed Contract or Real Property Lease from Seller to Buyer.

(v) certified copies of the resolutions of Seller (and if required by the organization documents of Seller, its owners) authorizing and approving the execution and

delivery of this Agreement and authorizing the consummation of the transactions contemplated hereby and thereby.

(vi) a certificate, dated as of the Closing Date, executed by an officer of Seller, certifying that the conditions set forth in Section 10(b)(i) and 10(b)(ii) have been satisfied by Seller as of the Closing Date.

(vii) a closing statement, executed by Seller.

(viii) An IRS Form W-9, completed and executed by Seller.

(ix) A copy of a recent utility bill for the Real Property.

(x) all releases of liens, mortgages, financing statements, security interests and other encumbrances necessary to convey clear title to the Assets free of any Liens, except for the Permitted Liens.

(xi) such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement, executed by Seller.

(b) At the Closing, Buyer shall deliver, or cause to be delivered, to Seller the following:

(i) The Purchase Price.

(ii) The Contract Assignment and Real Property Lease Assignment, executed by Buyer.

(iii) The Bill of Sale, executed by Buyer.

(iv) The FCC Assignment, executed by Buyer.

(v) Copies of the resolutions of Buyer authorizing and approving the execution and delivery of this Agreement and authorizing the consummation of the transactions contemplated hereby and thereby.

(vi) A certificate, dated the Closing Date, executed by an officer of Buyer, certifying that the conditions set forth in Section 10(a)(i) and 10(a)(ii) have been satisfied by Buyer as of the Closing Date.

(vii) A closing statement, executed by Buyer.

(viii) such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement, executed by Buyer.

12. Indemnification and Survival.

(a) Seller shall indemnify, defend and hold harmless Buyer with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon or incurred by Buyer directly or indirectly relating to or arising out of: (i) either the breach by Seller of any of its representations or warranties or the failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Stations prior to the Closing.

(b) Buyer shall indemnify, defend and hold Seller harmless with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Seller directly or indirectly relating to or arising out of: (i) either the breach by Buyer of any of its material representations or warranties or the failure by Buyer to perform any of its material covenants, conditions or agreements set forth in this Agreement and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Stations, as conducted by Buyer, subsequent to the Closing.

(c) Claims by one party against the other shall be permitted only to the extent that damages exceed Five Thousand Dollars (\$5,000.00) and shall be limited to Ten Thousand Dollars (\$10,000.00), except for those that involve third-party claims or claims that arise from issues over the title to the Assets or the validity of the FCC licenses, which shall be limited to the Purchase Price,. In no event may either party claim other than actual damages against the other; no party may claim consequential, exemplary, or punitive damages or damages for lost business opportunities.

(d) If either party hereto (the "Indemnitee") receives notice or otherwise obtains knowledge of any third-party claim or matter with respect to which another party hereto (the "Indemnifying Party") may be obligated to indemnify the Indemnitee under this Section 10(d), then the Indemnitee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnitee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided such counsel is reasonably satisfactory to the Indemnitee. If the Indemnifying Party elects to assume the defense of such matter, then (i) notwithstanding anything to the contrary contained herein, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnitee against any such matter following the Indemnifying Party's election to assume the defense of such matter, (ii) the Indemnitee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (iii) the Indemnifying Party shall keep the Indemnitee informed of all material developments and events relating to such matter, and (iv) the Indemnitee shall have the right to participate in the defense of such matter, at its own expense unless legal counsel has advised that representation by Buyer and Seller by the same legal counsel would constitute a conflict of interest or is otherwise inappropriate. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter by the Indemnitee without the Indemnifying Party's prior written consent. An Indemnifying Party may not settle a third-party claim without the Indemnitee's prior written consent unless the

Indemnatee receives a release from all matters relating to the claim and is not obligated to make any payment to the claimant.

(e) The representations and warranties in this Agreement shall survive Closing for a period of eighteen (18) months from the Closing Date whereupon they shall expire and be of no further force or effect except (i) any representation related to Seller's title to the Assets which shall survive until the expiration of any applicable statute of limitations, and (ii) that if within such applicable period the Indemnatee gives the Indemnifying Party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the earlier of resolution of such claim or expiration of the applicable statute of limitations. The covenants and agreements in this Agreement shall survive Closing until performed.

13. Termination.

(a) This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in default or breach of any of its material obligations under this Agreement, upon written notice to the other upon the occurrence of any of the following: (i) if, on or prior to the Closing Date, the other party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the non-breaching party, provided, however, that if notice of default is given 30 days or less prior to the Closing Date the Closing Date will automatically be extended to the first business day after the end of the cure period, and provided further that such opportunity to cure shall not apply to the failure of a party to perform its obligations set forth in Section 4 or Section 11, hereof; (ii) if the Assignment Application is denied by Final Order; (iii) if the Assignment Application is designated for a trial-type hearing; (iv) if a judicial appeal is taken from FCC grant of the Assignment Application; (v) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement; or (vi) if the Closing has not occurred by April 30, 2021.

(b) Upon a termination of this Agreement by Seller due to a breach by Buyer of any of its material obligations under this Agreement, Seller's sole remedy shall be to retain the Deposit, as liquidated damages and not as a penalty ("Liquidated Damages").

THE RETENTION OF THE LIQUIDATED DAMAGES BY SELLER SHALL BE CONSIDERED LIQUIDATED DAMAGES AND NOT A PENALTY, AND SHALL BE SELLER'S SOLE REMEDY AT LAW OR IN EQUITY FOR A BREACH HEREUNDER IF CLOSING DOES NOT OCCUR. BUYER AND SELLER EACH ACKNOWLEDGE AND AGREE THAT THIS LIQUIDATED DAMAGE AMOUNT IS REASONABLE IN LIGHT OF THE ANTICIPATED HARM WHICH WILL BE CAUSED BY A BREACH OF THIS AGREEMENT BY BUYER, THE DIFFICULTY OF PROOF OF LOSS, THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE OBTAINING AN ADEQUATE REMEDY, AND THE VALUE OF THE TRANSACTION TO BE CONSUMMATED HEREUNDER.

(c) Upon a termination of this Agreement due to a breach by Seller of any of its material obligations under this Agreement, Seller shall return the Deposit to Buyer and Buyer

may seek all rights and remedies that it may have in equity or at law.

(d) Upon a termination of this Agreement for any reason other than as a result of a breach by Buyer of any of Buyer's material obligations under this Agreement, Seller shall return the Deposit to Buyer (along with any accrued interest, if any), and thereafter neither party will have any further liability or obligation to the other with respect to this Agreement, except with respect to any provisions herein that by their terms survive termination.

(e) All claims for damages between the parties shall be limited to actual out-of-pocket damages and shall not include any consequential or punitive damages or penalties or claims for lost revenues. The prevailing party in any action for damages shall be entitled to receive from all court costs, attorney's fees and other out-of-pocket expenses incurred in enforcing its rights under this Agreement.

14. Specific Performance. Seller acknowledges that the Stations are unique assets not readily obtainable on the open market and that, in the event that Seller fails to perform its obligation to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transaction contemplated hereby, Buyer shall be entitled, (in lieu of any other rights and remedies on account of such failure if such relief is granted), to specific performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law, and Buyer shall be entitled to receive from Seller all court costs, attorney's fees and other out-of-pocket expenses incurred by Buyer in enforcing its rights under this provision.

15. Notices. All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery, or on the first business day of attempted delivery by a courier service, or five (5) business days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Buyer, to:

Dimes Media Corporation
149 Estaban Drive
Camarillo, CA 93010
Attn.: Eric Fahnoe
805-786-2570
Email: eric.fahnoe@dimesmedia.com

With a copy to (which shall not constitute notice):

Wilkinson Barker Knauer, LLP
1800 M Street, N.W. Suite 800
Washington, DC 20036
Attn: David D. Oxenford
202-383-3337
Email: doxenford@wbklaw.com

If to Seller, to:

King City Communications Corporation
1134 San Antonio Drive
King City, CA 93930
Attn: William Gittler
831-385-5421
Email: bill@krkc.com

With a copy to (which shall not constitute notice):

Womble Bond Dickinson (US) LLP
1200 19th Street, N.W. Suite 500
Washington, DC 20036
Attn: John F. Garziglia
202-857-4455
Email: John.Garziglia@wbd-us.com

16. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California without giving effect to the State's choice or conflicts of law provisions.

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

18. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original but both of which together will constitute one and the same instrument. This Agreement may be executed and exchanged by facsimile or other electronic transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or Portable Document Format (pdf) to deliver a signature or the fact that any

signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic means as a defense to the formation of a contract and each such party forever waives any such defense.

19. **Expenses.** Except as otherwise set forth in this Agreement, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. The FCC filing fees relating to the Assignment Application, if any, shall be shared equally between Buyer and Seller. The Parties recognize that any payment of filing fees must come from a single source, and the Party making the payment shall either be promptly reimbursed upon request or shall receive an adjustment at Closing the amount of one-half of the filing fee. Federal, state, local and other transfer and sales taxes applicable to imposed upon or arising out of the transfer to Buyer of the Assets as contemplated hereby, if any, shall be paid by the party responsible for such amounts under applicable law.

20. **Risk of Loss.** The risk of loss to any of the Assets on or prior to the Closing Date shall be upon Seller. Seller shall use all commercially reasonable efforts to repair or replace any damaged or lost Assets, provided, however, that in the event that Assets with a value of greater than Fifteen Thousand Dollars (\$15,000) are damaged or lost on the date otherwise scheduled for Closing, Buyer may, at its option, either (a) postpone Closing for a period of up to sixty (60) days while Seller repairs or replaces such Assets, or (b) elect to close with the Assets in their current condition, in which case Seller shall assign all proceeds from insurance on such lost or damaged Assets to Buyer, and Buyer shall have the responsibility to repair or replace the Assets. Seller shall have no responsibility to repair or replace damaged or destroyed Assets not covered by insurance if the cost of such repair exceeds Fifteen Thousand Dollars, provided, however, that should Seller advise Buyer within five (5) days after being requested to do so that Seller will not repair or replace such Assets, Buyer may terminate this Agreement without penalty upon written notice to Seller.

21. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party.

20. **Entire Agreement; Modifications; Headings.** This Agreement and the exhibits attached hereto supersede all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties. The headings and captions in this Agreement are for only the convenience of the parties and may not be deemed to affect the substantive terms of this Agreement.

21. **Schedules and Exhibits.** Unless otherwise specified herein, each schedule and exhibit referred to in this Agreement is attached hereto, and each such schedule and exhibit is hereby incorporated by reference herein.

[SIGNATURE PAGE FOLLOWS]

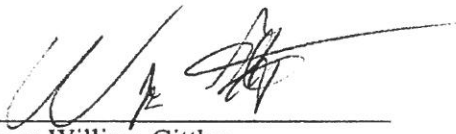
IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the Effective Date.

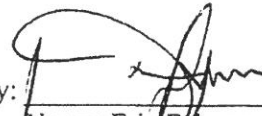
SELLER:

BUYER:

**KING CITY COMMUNICATIONS
CORPORATION**

DIMES MEDIA CORPORATION

By: 
Name: William Gittler
Title: President

By:  11/20/2020
Name: Eric Fahnoe
Title: President and CEO

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the Effective Date.

11-30-20

SELLER:

BUYER:

**KING CITY COMMUNICATIONS
CORPORATION**

DIMES MEDIA CORPORATION

By: 

Name: William Gittler
Title: President

By: 

Name: Eric Fahnoe
Title: President and CEO