

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”) is dated as of February 19, 2021, by and between Central Michigan University, a Michigan institution of higher education (the “Seller”), and Black Diamond Broadcast Holdings, LLC, a Michigan limited liability company (the “Buyer”).

WITNESSETH:

WHEREAS, Seller is the licensee of and owns and operates FM Translator Station W236BU, Facility ID Number 148170, Traverse City, Michigan (the “Station”), pursuant to authorizations issued by the Federal Communications Commission (the “FCC”);

WHEREAS, Seller desires to sell, transfer, assign, convey and deliver to Buyer, and Buyer desires to acquire from Seller, certain assets owned and held by Seller and used or useful solely in connection with the operation of the Station.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Sale of Assets.** On the Closing Date (as defined in Section 4), Seller agrees to sell, transfer, assign, convey and deliver to Buyer, and Buyer agrees to purchase and assume, all of the right, title and interest of Seller in and to certain assets and properties of Seller owned or held by Seller and used or useful solely in connection with the operation of the Station as identified below (the “Assets”) free and clear of liens, claims and encumbrances:

(a) **FCC Authorizations.** All FCC licenses, permits and authorizations to operate the Station (the “FCC Authorizations”) together with all licenses, permits and authorizations issued by any other governmental authority in connection with the operation of the Station, as set forth on Schedule 1(a);

(b) **Personal Property.** Certain equipment, supplies, spare parts, records required by the FCC to be created and retained by the Station, and other tangible personal property owned or held by Seller and used or useful in connection with the operation of the Station (the “Personal Property”), as set forth on Schedule 1(b).

(c) **Tower Lease.** Buyer shall assume all of Seller’s rights and obligations under the Transmitter Site – Lease Agreement, dated January 1, 2012, between Barrington Traverse City LLC (the “Lessor”) and Central Michigan University Board of Trustees (the “Tower Lease”), as set forth in Schedule 1(c).

(d) No Assumed Contracts or Leases. Unless otherwise agreed in writing by the parties, there are no other assumed contracts or assumed leases.

2. **Purchase Price.** In consideration of the sale, transfer, assignment, conveyance and delivery of the Assets to Buyer, Buyer shall pay to Seller a total cash purchase price of Twenty-Five Thousand Dollars (\$25,000.00) (the "Purchase Price"), paid on the Closing Date by wire transfer.

3. **FCC Consent: Assignment Application: Modification Application.**

(a) Seller and Buyer expressly agree that the assignment of the FCC Authorizations is subject to the prior consent of the FCC ("FCC Consent"). A "Final Order" means a grant, consent or authorization by the FCC which is no longer subject to reconsideration or review by the FCC or a court of competent jurisdiction.

(b) Within five (5) business days after execution of this Agreement, Seller and Buyer shall jointly prepare and file with the FCC an application for assignment of the FCC Authorizations (the "Assignment Application") from Seller to Buyer. Seller and Buyer shall thereafter prosecute the Assignment Application with all reasonable diligence and otherwise use their best efforts to obtain the grant and Final Order of the Assignment Application as expeditiously as practicable. Any filing fees for the Assignment Application shall, if applicable, be paid by the Seller and the Purchase Price shall be adjusted accordingly at the Closing.

4. **Closing.** The closing (the "Closing") of the transactions contemplated by this Agreement shall occur on a date (the "Closing Date") mutually agreed upon by Buyer and Seller within ten (10) business days after the FCC grant of the Assignment Application shall have become a Final Order, subject to the satisfaction or waiver of the other conditions precedent to this Agreement.

5. **Seller's Representations, Warranties and Other Obligations.** Seller represents and warrants that:

(a) Seller is an institution of higher education, duly organized, validly existing and in good standing under the laws of the State of Michigan.

(b) Seller has the right, power and authority, and has taken all necessary action, to enter into this Agreement and to fully perform all of its obligations under this Agreement. This Agreement constitutes a valid and binding agreement of the Seller, enforceable in accordance with its terms. The execution, delivery, and performance of this Agreement by Buyer do not conflict with or result in the breach of, or constitute a default of or violate, Buyer's governing documents.

(b) Seller is the authorized legal holder of the FCC Authorizations. The Station is on-air and operating in accordance with its FCC license, unless Seller and Buyer have otherwise agreed in writing to the Station's on-air and operational status. The FCC Authorizations are in full force and effect and have not been revoked, suspended, canceled,

rescinded or terminated and have not expired. There is not pending, or, to Seller's knowledge, threatened, any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify the FCC Authorizations (other than proceedings to amend FCC rules of general applicability). There is not issued or outstanding, by or before the FCC, any order to show cause, notice of interference to other broadcast stations, notice of violation, notice of apparent liability, or order of forfeiture against the Station or against Seller with respect to the Station that could result in any such action. All material reports and filings required to be filed with the FCC by Seller with respect to the Station have been timely filed. All such reports and filings are accurate and complete in all material respects. Seller maintains FM Translator station records in material compliance with 47 C.F.R. Section 74.1281. Between the date hereof and Closing, except as permitted by this Agreement or with the prior written consent of Buyer, Seller shall not materially adversely modify, and in all material respects maintain in full force and effect, the FCC Authorizations. If requested by Buyer, Seller shall cooperate with Buyer in the filing and prosecution of an application to the FCC for a construction permit for the modification of the Station contingent upon Buyer's acquisition of the Station (the "Modification Application"), provided further that Buyer is responsible for the costs of preparing and filing the Modification Application.

(d) Seller has good and marketable title to the Assets. Schedule 1(b) contains an accurate and complete list in all material respects of the Personal Property as of the date hereof. The Personal Property listed on Schedule 1(b) constitute all of the assets and properties required for the operation of the Station's transmission facilities as currently operated by Seller. The Assets are free of all liens, encumbrances or hypothecations. On the Closing Date, each item comprising the Assets shall be working order and in the same operating condition in all material respects as on the date of execution of this Agreement, ordinary wear and tear excepted.

(e) Claims and Litigation. There is no judgment outstanding or any claim or litigation or proceeding pending or, to Seller's knowledge, threatened regarding the title or interest of Seller to or in any of the Assets or the Station's operations, or which could prevent or adversely affect the ownership, use, or operation of the Station by Buyer. There is (i) no complaint or other proceeding pending, outstanding, or to Seller's knowledge threatened, before the FCC as a result of which an investigation, notice of apparent liability or order of forfeiture may be issued from the FCC relating to the Station, (ii) no FCC notice of apparent liability or order of forfeiture pending, outstanding, or to Seller's knowledge threatened, against Seller or the Station, and (iii) no investigation pending, outstanding, or to Seller's knowledge threatened, with respect to any violation or alleged violation of the Communications Act of 1934, as amended, or any FCC rule, regulation or policy by Seller.

6. **Buyer's Representations and Warranties.** Buyer represents and warrants that:

(a) Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Michigan.

(b) Buyer has the right, power and authority, and has taken all necessary action, to enter into this Agreement and to fully perform all of its obligations under this Agreement. This Agreement constitutes a valid and binding agreement of the Buyer, enforceable in accordance with its terms. The execution, delivery, and performance of this Agreement by

Buyer do not conflict with or result in the breach of, or constitute a default of or violate, Buyer's governing documents.

(c) Buyer is qualified to hold the FCC Authorizations. Buyer is financially qualified to perform this transaction.

7. **Further Assurances.** After Closing, each party shall, from time to time at the request of, and without further cost or expense to the other, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

8. **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, unless waived in writing by Seller:

(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 issued without any condition that would have a material adverse effect upon Seller.

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

(v) Seller shall have received consent from the Lessor to the assignment of the Tower Lease to Buyer.

(b) The performance of the obligations of Buyer hereunder is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by Buyer:

(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) The FCC Consent shall have been issued without any condition that would have a material adverse effect upon Buyer and shall have become a Final Order as defined in Section 3(a).

(iv) The Station shall be on-air and operating in accordance with its FCC license.

(v) Buyer shall have received consent from the Lessor to the assumption of the Tower Lease by Buyer.

(vi) Buyer shall have received an estoppel certificate from the Lessor confirming that, as of the Closing Date: no breach or default by Lessor or Seller exists under the Tower Lease and no event has occurred or condition exists that, with notice or time or both, would constitute such a breach or default; no breach or default exists under any ground lease, mortgage, deed of trust, security agreement or other instrument or agreement affecting the premises covered by the Tower Lease and no event has occurred or condition exists that, with notice or time or both, would constitute such a breach or default; and all fees due from Seller under the Tower Lease up to the Closing Date have been paid in full.

9. **Closing Deliveries.** At the Closing, the parties shall deliver to each other such documents, instruments and agreements as either party shall request and as shall be reasonably necessary to consummate the transactions contemplated by this Agreement, each in form and substance reasonably satisfactory to the requesting party or the requesting party's counsel.

10. **Assignment.** No party shall assign or attempt to assign any of the rights or obligations under this Agreement without the prior written consent of the other party hereto.

11. **Indemnification.**

(a) Indemnification by Buyer. Buyer shall indemnify and hold harmless Seller and any of Seller's officers, trustees, employees, agents, successors and permitted assigns against and in respect of any and all Claims arising out of or related to (i) Buyer's operation of the Station or ownership of the Assets after the Closing Date (including, but not limited to, Claims related to compliance with FCC rules and regulations); (ii) any failure by Buyer to perform any covenant or obligation of Seller in this Agreement; and (iii) any inaccuracy in or breach of any representation, warranty, or covenant made by Buyer herein.

12. **Risk of Loss.** Risk of loss, damage, or destruction to the Assets to be sold and conveyed hereunder shall be upon the Seller until Closing Date, and after Closing upon the Buyer.

13. **Specific Performance.** The parties recognize that if Seller refuses to perform under the provisions of this Agreement or otherwise breaches its obligation to consummate this Agreement, monetary damages alone would not be adequate to compensate Buyer for its injury. Buyer shall therefore be entitled, in addition to any other remedies that may be available, to obtain specific performance of the terms of this Agreement. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law.

14. **Termination.**

(a) **Termination by Seller.** This Agreement may be terminated by Seller and the purchase and sale of the Assets abandoned, if Seller is not then in material default, upon written notice to Buyer, upon the occurrence of any of the following:

(i) **Judgments.** If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Seller, that would prevent or make unlawful the Closing.

(ii) **Material Breach by Buyer.** If the Buyer defaults by material breach of this Agreement and such material default is not rectified with thirty (30) days of the effective date of the written notice referenced above.

(b) **Termination by Buyer.** This Agreement may be terminated by Buyer and the purchase and sale of the Assets abandoned, if Buyer is not then in material default, upon written notice to Seller, upon the occurrence of any of the following:

(i) **Judgments.** If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Buyer, that would prevent or make unlawful the Closing.

(ii) **Material Breach by Seller.** If the Seller defaults by material breach of this agreement and such material default is not rectified with thirty (30) days of the effective date of the written notice referenced above.

(iii) **FCC Authorizations.** If the FCC Authorizations for the Station are revoked, otherwise terminated or materially adversely modified by the FCC.

(c) **Termination by Either Party.** This Agreement may be terminated by either party, if the terminating party is not then in material default, upon written notice, if the Closing shall not have occurred within nine (9) months after public notice of the FCC's acceptance for filing of the Assignment Application.

(d) **Effect of Termination.**

(i) Upon termination: (A) if neither party is in material breach of any provision of this Agreement, the parties shall not have any further liability to each other; or (B) if either party shall be in material breach of any provision of this Agreement, the other party shall have the rights and remedies available at law, including for Buyer the right of specific performance provided in Section 13 above. Any and all provisions of this Agreement notwithstanding, neither Seller nor Buyer shall be liable to the other for punitive or consequential damages.

(ii) In the event of a default by either party that results in a lawsuit or other proceeding for any remedy available under this Agreement, the prevailing party shall be

entitled to reimbursement from the other party of its reasonable legal fees and expenses (whether incurred in arbitration, at trial, or on appeal).

15. **Miscellaneous.**

(a) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their heirs, successors, executors, legal representatives and permitted assigns.

(b) Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

(c) The construction and performance of this Agreement shall be governed by the laws of the State of Michigan, without regard to its conflict of law provisions. The venue for any dispute arising under this Agreement shall be in the courts of the jurisdiction where the transmission facility is located.

(d) This Agreement embodies the entire agreement and understanding of the parties hereto relating to the matter provided for herein, and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

(e) No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension or discharge is sought.

(f) The representations, covenants, and warranties herein shall survive the Closing Date for a period of one (1) year.

(g) Buyer and Seller shall bear their respective costs and expenses for attorneys, accountants, brokers and advisors retained by or representing them in connection with their respective negotiation and execution of this Agreement and the performance of their respective obligations hereunder.

16. **Notices.** Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered one (1) business day after having been sent by national overnight courier service and addressed as set forth in Schedule 1 (or to such other address as any party may request by written notice).

17. **Counterparts.** This Agreement may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be signed and exchanged by facsimile or email (PDF) transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

18. **Headings.** The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

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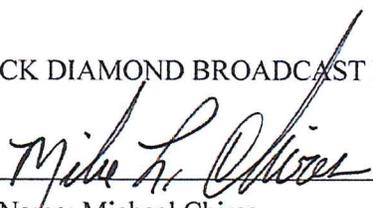
[Signature Page to W236BU Asset Purchase Agreement]

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

SELLER: CENTRAL MICHIGAN UNIVERSITY

By: 
Name: Nicholas Long
Title: Vice President/Finance and Administrative Services

BUYER: BLACK DIAMOND BROADCAST HOLDINGS, LLC

By: 
Name: Michael Chires
Title: Managing Member