

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of the 23<sup>rd</sup> day of July 2021, between Community Broadcast Partners LLC, a Texas limited liability company which is owned and controlled by David Klement of Abilene, Texas (“CBP”) and Walker Radio Group, LLC, Debtor-in-Possession, David Joel Walker, Debtor-in-Possession, and Walker Broadcasting and Communications, Ltd. (collectively referred to herein as “Seller”).

WHEREAS, Seller Walker Radio Group, LLC holds the authorizations for FM Station KRBL, Idalou, Texas (Facility ID Number 68155) (the “Station”), issued by the Federal Communications Commission (the “FCC”);

WHEREAS, Seller Walker Broadcasting and Communications, Ltd. holds record title to the 6.44 acres of land where the tower, antennae and transmitter for the Station is located and such real property is subject to a deed of trust lien held by Triumph Communications, Inc.;

WHEREAS, on July 21, 2020, Walker Broadcasting and Communications, Ltd. terminated its existence with the Texas Secretary of State, and pursuant to Section 11.356(a)(3) of the Texas Business Organizations Code Walker Broadcasting & Communications, Ltd. continues to have the authority to hold title to and liquidate the real property consisting of the 6.44 acres of real property where the antennae and transmitter are located for a period of 3 years from the date of the termination, and David Joel Walker as the sole owner of Walker B&C, Inc. which serves as the general partner of Walker Broadcasting and Communications, Ltd. has authority to execute conveyances and liquidate the assets of Walker Broadcasting and Communications, Ltd.;

WHEREAS, on December 9, 2020, Seller Walker Radio Group, LLC and David Joel Walker (collectively, the “Debtors”) filed a petition for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* in the United States Bankruptcy Court for the Northern District of Texas, Lubbock Division (the “Bankruptcy Court”), under case numbers 20-50234-RLJ-11 and 20-50235-RLJ-11, and elected Subchapter V of the Bankruptcy Code to apply to their cases (jointly administered under case number 20-50234-RLJ-11);

WHEREAS, on February 12, 2021, the Debtors filed their Motion to Employ Media Services Group, Inc. as Media Brokerage Firm For Walker Radio Group, LLC [Docket #58] to employ Media Services Group, Inc. (“MSG”) for the purpose of marketing and selling the estate’s interest in the radio station and obtain the highest price for the facility;

WHEREAS, on February 18, 2021, the Court entered an Order Approving Motion to Employ Media Services Group, Inc. as Media Brokerage Firm For Walker Radio Group, LLC [Docket #59], which provides MSG will be compensated based upon a commission of five percent (5%) of the total consideration of the sale;

WHEREAS, in early March, MSG began marketing the station and its assets for sell, providing an Executive Summary of the radio station to potential purchasers and providing potential buyers with a deadline of April 19, 2021 to submit their bids;

WHEREAS, MSG received a qualified bid of One Hundred Fifty Thousand Dollars

(\$150,000) from Mr. David Klement of Abilene, Texas, to purchase the station (“Klement Bid”) who wishes to purchase the Station in the name of CBP, or, if so designated at Mr. Klement’s option, in whole or in part in the name of a newly-formed Texas limited liability company likewise owned and controlled by Mr. David Klement (such company, together with CBP, “Buyer”), and the Klement Bid was the highest and best offer received as it was substantially higher than the next highest bid;

WHEREAS, on May 19, 2021, the Debtors’ filed Debtors’ Emergency Motion for Authority to Sell Personal Property Free and Clear of All Liens, Claims and Encumbrances [Docket #89], and the Court set a hearing for May 27, 2021, on shortened notice;

WHEREAS, on June 7, 2021, the Bankruptcy Court found that adequate notice and opportunity for hearing under the circumstances had been given to creditors and parties in interest and entered its Order Granting Debtor’s Motion for Authority to Sell Assets Free and Clear of Liens, Claims and Encumbrances (the “Sale Order”);

WHEREAS, on July 7, 2021, the Bankruptcy Court entered an Amended Order Granting Debtor’s Motion for Authority to Sell Assets Free and Clear of Liens, Claims and Encumbrances (the “Amended Sale Order”) [Docket #99] in Debtor’s Chapter 11 bankruptcy case (the [Docket #99] in Debtor’s Chapter 11 bankruptcy case in which he Court found that the Debtors satisfied the elements of 11 U.S.C. Section 363(f) as well as the provisions of Bankruptcy Rule of Procedure 6004(c) and should be authorized to sell all the assets of their estate consisting of the KRBL radio station free and clear of any and all liens, interests, or encumbrances with the liens against the property to attach to the proceeds;

WHEREAS, the Amended Sale Order granted the Debtors the authority to sell all of the assets which comprise the KRBL radio station, and to transfer and assign the FCC license and all associated assets owned by the bankruptcy estate to CBP, or to such other legal entity as may be owned and controlled by Mr. David Klement as he may designate, provided the new owner is approved by the FCC;

WHEREAS, subject to the terms and conditions set forth herein, Seller desires to assign the Station’s FCC authorizations and sell certain of the assets used and useful in connection with the Station and Buyer desires to purchase and accept such authorizations and assets; and

WHEREAS, in order to implement the terms and provisions of the Amended Sale Order granted under the provisions of 11 U.S.C. §363(f) allowing the Debtors to transfer the assets which are the subject of this Agreement free and clear of all liens, interests and encumbrances of any nature, so that Seller can convey good and indefeasible to the assets to Buyer, the parties desire to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. Station Assets. Seller agrees to assign, transfer, convey and deliver to Buyer, and Buyer shall acquire from Seller, all of the right, title, and interest of Seller in and to certain assets, properties, interests and rights of Seller, tangible and intangible, which are used in the operation of the Station (the “Station Assets”), including the following:

- (a) all long-term and temporary, main and auxiliary licenses, permits, antenna structure registrations and other authorizations issued to Seller by the FCC with respect to the Station (the "FCC Licenses"), together with the Federal Aviation Administration (the "FAA") authorizations, and all other governmental licenses, permits, or authorizations issued to Seller with respect to the Station (collectively, the "Licenses"), including, without limitation, those described on Schedule 1(a), including any renewals or modifications thereof between the date hereof and the Closing (as defined below);
- (b) all of Seller's equipment, transmitters, antennas, cables, towers, furniture, fixtures, spare parts and other tangible personal property of every kind and description that are used, usable or held for use in the operation of the Station, including without limitation those listed on Schedule 1(b) (the "Tangible Personal Property");
- (c) the contracts and agreements listed on Schedule 1(c) (the "Station Contracts");
- (d) all of Seller's goodwill, going-concern value, privileges, licenses, permits, rights in and to the Station's call letters and Seller's rights in and to the trademarks, trade names, service marks, internet domain names, websites, copyrights, patents, programs and programming material, jingles, slogans, logos, and other intangible property which are used, usable or held for use in the operation of the Station, including without limitation those listed on Schedule 1(d) (the "Intangible Property"); and
- (e) all of the Seller's rights in and to all the files, documents, records, and books of account (or copies thereof) relating to the operation of the Station, including the Station's local public inspection file, programming information and studies, engineering data, advertising studies, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and logs, but excluding records relating to Excluded Assets (defined below).

In addition to the above-described assets to be conveyed, transferred and assigned to Buyer, Seller shall convey to Buyer good and marketable title to the 6.44 acre tract of land, and the buildings, structures, towers, improvements and fixtures located thereon, that are owned by Seller (collectively, the "Real Property" with such Real Property included as Station Assets), such tract of land being where the Station's licensed tower, antennae and transmitter are located and which is more particularly described as follows:

The surface estate only of a 6.44 acre tract of land out of the North 3/8 of the East 1/2 of Section 118, Block C, Lubbock County, Texas (described by metes and bounds on the attached Schedule 1(e)).

At Buyer's election, Buyer may designate a newly-formed Texas limited liability company, owned and controlled by Mr. David Klement, to acquire the Real Property at Closing.

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

- (a) All cash and cash equivalents of Seller on hand and/or in banks, including without limitation, certificates of deposit, commercial paper, Treasury bills, marketable securities,

notes or other entitlements evidencing loan receivables, asset or money market accounts and all such similar accounts or investments;

(b) Seller's charter documents, minute books and records, such other books and records as pertain to the organization, existence or capitalization of Seller and duplicate copies of such records as are necessary to enable Seller to file its tax returns and reports, as well as any other records or materials relating to Seller generally and not involving or relating to the Station Assets or the operation of the Station;

(c) All accounts receivable evidencing services performed in connection with the operation of the Station prior to the Closing Date;

(d) All contracts of insurance and any insurance proceeds, refunds or claims made by Seller;

3. Purchase Price. The purchase price to be paid for the Station Assets is One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Purchase Price").

4. Deposit. Upon the awarding of the high bid to David Klement, Buyer deposited with Whitley Broadcast Media, Inc., as Escrow Agent, the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (the "Deposit"). At the Closing, the Deposit shall be paid to Seller as a credit against the Purchase Price. Should this Agreement be terminated prior to the Closing for any reason other than an uncured default of Buyer, the Deposit shall be returned to Buyer.

5. Conditions Precedent Prior to Closing. The sale of the assets which are the subject of this Agreement were specifically approved on July 7, 2021, when the Bankruptcy Court entered an Amended Order Granting Debtor's Motion for Authority to Sell Assets Free and Clear of Liens, Claims and Encumbrances (the "Amended Sale Order") [Docket #99] in Debtor's Chapter 11 bankruptcy case in which the Court found that the Debtors satisfied the elements of 11 U.S.C. Section 363(f) as well as the provisions of Bankruptcy Rule of Procedure 6004(c) and authorized the Debtors-in-Possession to sell all the assets of their respective bankruptcy estates comprising the KRBL radio station free and clear of any and all liens, interests, or encumbrances with the liens against the property to attach to the proceeds. Once the Amended Order becomes final and nonappealable, and subject to satisfaction or waiver of the conditions set forth herein, consummation of the sale of the Station Assets under this Agreement (the "Closing") shall occur on a date (the "Closing Date") mutually agreed upon by the parties which date shall be within ten (10) business days after the grant of the FCC Consent (as defined below) having become a Final Order (as defined below), unless the requirement of a Final Order for FCC Consent is waived by Buyer, in which case the Closing shall occur after the grant of FCC Consent upon notice by Buyer to Seller of Buyer's waiver of the Final Order requirement.

6. FCC Consent. The Closing is subject to and conditioned upon prior FCC consent (the "FCC Consent") to the assignment of the FCC Licenses to Buyer, and, unless waived by Buyer, the FCC Consent having become a Final Order. "Final Order" means an action by the FCC as to which: (a) no request for stay by the FCC is pending, no such stay is in effect, and any deadline for filing a request for any such stay has passed; (b) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the deadline for filing

any such appeal, petition or application has passed; (c) the FCC has not initiated reconsideration or review on its own motion and the time in which such reconsideration or review is permitted has passed; and (d) no appeal to a court, or request for stay by a court, of the FCC's action is pending or in effect, and the deadline for filing any such appeal or request has passed.

7. FCC Application. Seller and Buyer shall file the FCC assignment application with the FCC (the "FCC Application") within five (5) business days requesting the FCC Consent. Seller and Buyer shall diligently prosecute the FCC Application and otherwise use their commercially reasonable best efforts to obtain the FCC Consent as soon as practicable including amendment of the FCC Application as may be necessary to secure the FCC Consent.

8. Buyer's Representations and Warranties. Buyer makes the following representations and warranties to Seller:

(a) Buyer is duly organized, validly existing and in good standing under the laws of the State of Texas. Buyer has the requisite power and authority to execute and deliver this Agreement and to comply with the terms, conditions and provisions hereof.

(b) The execution, delivery and performance of this Agreement by Buyer have been duly authorized and approved by all necessary action of Buyer. This Agreement is a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except (i) as may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally, and (ii) as such enforceability is subject to general principles of equity. The execution and performance of this Agreement does not violate any contract provision or other commitment by which Buyer is bound, or any judgment or order.

(c) A commission or brokerage fee equal to five percent (5%) of the Purchase Price is due to be paid to Media Services Group, LLC upon the Closing Date and will be withheld and paid over by Buyer to Media Services Group, LLC out of the proceeds of the sale.

(d) Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC (collectively, the "Communications Laws").

(e) Except for administrative rule making or other proceedings of general applicability to the broadcast industry, there is no litigation, proceeding, judgment, claim, action, investigation, or complaint, before the FCC or any governmental body, or court, of any nature pending, or to the best of Buyer's actual knowledge, threatened against or affecting Buyer which would adversely affect Buyer's authority or ability to carry out this Agreement.

(f) Prior to the Closing, Buyer will not contact employees of Station without the consent of Seller.

(g) No representation or warranty made by Buyer in this Agreement, or any schedule, exhibit, statement, certificate or other document heretofore or hereafter furnished to Seller pursuant to this Agreement or the transactions contemplated hereby contains, or will

contain, any untrue statement or knowingly omits to state a material fact necessary to make the statement contained therein not misleading.

9. Seller's Representations and Warranties. Seller makes the following representations and warranties to Buyer:

(a) Seller Walker Radio Group, LLC is duly organized, validly existing and in good standing under the laws of the State of Texas, and has been authorized by the Amended Sale Order to sell the Station Assets in accord with this Agreement. Walker Broadcasting and Communications, Ltd., while its existence has been terminated with the Texas Secretary of State has residual authority to liquidate its assets and distribute the proceeds pursuant to the provisions of Section 11.356(a)(3) of the Texas Business Organizations Code. Thus, both assert they have the requisite power and authority to execute and deliver this Agreement and to comply with the terms, conditions and provisions hereof.

(b) The execution, delivery and performance of this Agreement by Seller has been duly authorized and approved by the Bankruptcy Court pursuant to the Amended Sale Order. This Agreement is a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except (i) as may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally, and (ii) as such enforceability is subject to general principles of equity.

(c) Seller is the holder of the FCC Licenses described on Schedule 1(a), which are all of the licenses, permits and authorizations required for the present operation of the Station. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. The Station is licensed by the FCC to operate, and is operating in all material respects, with the facilities authorized by its FCC Licenses and in compliance in all material respects with the Communications Laws. There is not pending, or, to the knowledge of Seller threatened, any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC's rules of general applicability). There is not issued or outstanding, by or before the FCC or the FAA, any order to show cause, notice of violation, notice of apparent liability, complaint, investigation or order of forfeiture against the Station or against Seller with respect to the Station. To the knowledge of Seller, the Station is not causing interference in violation of the Communications Laws to the transmissions of any other broadcast station or communications facility, and no broadcast station or communications facility is causing interference in violation of the Communications Laws to the Station's transmissions or the public's reception of such transmissions. To the knowledge of Seller, the Station's licensed tower and STA tower is painted, obstruction-marked and lighted to the extent required by, and in accordance with, the rules and regulations of the FAA and the Communications Laws. All antenna structures used in connection with the Station, whether or not owned by Seller, have been registered with the FCC, if required to be registered, in accordance with the Communications Laws, and the FCC registration numbers for the registered antenna structures for the Station are set forth in Schedule 1(a). Seller has filed or made all material applications, reports, and other disclosures required by the FCC to be made during the current license term of each

respective FCC License and has timely paid all requisite FCC regulatory fees required to be paid during the current license term of each respective FCC License.

(d) All ad valorem, and other taxes and assessments (“Taxes”) that are due and payable by Seller on the Station Assets have been properly computed, duly reported, and will be fully paid, and discharged upon the Closing. Seller has good and marketable fee simple title to the Real Property.

(e) With respect to the Real Property, (i) Seller has not, as of the date hereof, subleased, licensed or otherwise granted any person the right to use or occupy such Real Property, or any portion thereof; and (ii) Seller has not collaterally assigned or granted any other security interest in such Real Property or any interest therein and there are no liens, interests, or encumbrances on the Real Property, other than obligations or liens that will be released at or before Closing. The Real Property constitutes all the fee real property interests owned or held by Seller and used or held for use primarily in connection with the operation of the Station. Seller makes no other representations or warranties as to the Real Property. In this respect, Buyer accepts the Real Property AS IS WHERE IS, with all defects.

(f) Seller has good and marketable title to all the Station Assets. All of the Station Assets are, or will be at the time of Closing, free and clear of mortgages, liens, pledges, charges, encumbrances, equities and claims.

(g) Buyer has examined all equipment listed on Schedule 1(b), and has had full access to examine the said equipment, test the equipment, and satisfy itself that the said equipment constituting the assets to be conveyed by this Agreement is suitable for Buyer’s purposes, and Buyer acknowledges and agrees as follows: (i) Seller has made no representation as to the age, condition, operation, or suitability of any of the equipment; (ii) Buyer is satisfied with the condition of the equipment; (iii) Buyer accepts the equipment AS IS WHERE IS, with no warranty whatsoever (except title warranties) express or implied, statutory or otherwise, including any warranty of merchantability or fitness for a particular purpose; (iv) Buyer has had a reasonable opportunity to inspect the assets, and accepts the goods as conforming to this Agreement; and (v) Buyer affirms and agrees that these terms shall survive the Closing of this Agreement and shall continue in full force and effect.

(h) No broker, finder or other person, other than Media Services Group, LLC 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 agreement or action of Seller.

(i) Except for the action brought by Trinity Compress Real Estate Company in a lawsuit pending under Cause No. 2017-524,798 in the 237<sup>th</sup> District Court of Lubbock County, Texas, in which Walker Broadcasting and Communications, Ltd., Walker B&C, Inc., David Walker, Individually, and Walker Radio Group, LLC, are named defendants (“State Court Action”), which said State Court Action has been stayed by the provisions of 11 U.S.C. § 362 upon the filing the bankruptcy petitions by Walker Radio Group, LLC, there are no suits, arbitration, administrative charges or other legal proceedings, claims or governmental investigations pending, or, to Seller’s knowledge, threatened against Seller relating to or affecting this Agreement or the transactions contemplated hereby.

(j) No employee of Seller has any contract or claim for accrued vacation, sick leave, or other contract, agreement or understanding other than an employment arrangement that is terminable at will. Buyer shall have no obligation to offer employment to any employee of Seller or of the Station and Seller shall be responsible for all wages, salaries, bonuses, severance, "continuation coverage" pursuant to COBRA and other payments to which any of Seller's employees are entitled as of the Closing Date. Buyer shall not assume any liabilities or obligations with respect to any past or present employees of Seller or the Station, including, without limitation, for wages, salaries, commissions, retirement, pension, bonus, termination, vacation, sick or other pay, or for hospitalization, major medical, life or other insurance, or other employee benefits or any liabilities arising out of any termination by Seller of the employment of any employee of the Station or any liabilities for any employee benefit plan or arrangement of Seller for the Station employees.

(k) Schedule 1(c) contains a list of all material agreements, contracts relating to the Station to which Seller is a party, and amendments and modifications to the same, except miscellaneous contracts for goods or services that are entered into in the ordinary course of business that may be canceled without breach, fee, payment or penalty on thirty (30) days' or less notice. Seller has furnished to Buyer true and complete copies of all such agreements listed on Schedule 1(c). The Station Contracts requiring the consent of a third party to assignment are identified with an asterisk on Schedule 1(c). Each of the Station Contracts is in effect and is binding upon Seller and, to the knowledge of Seller, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Except as set forth in Schedule 1(c), Seller has performed its obligations under each of the Station Contracts in all material respects, and is not in default thereunder, and to the knowledge of Seller, no other party to any of the Station Contracts is in default thereunder.

(l) To the knowledge of Seller, no hazardous or toxic substance or waste regulated under any applicable environmental, health or safety law has been generated, stored, transported or released near, on, in, from, or to the Real Property. To the knowledge of Seller, Seller has complied in all material respects with all environmental, health and safety laws applicable to the Station and the Real Property. To the knowledge of Seller, there are not presently nor has Seller removed or caused to be removed any underground storage tanks or above ground storage tanks at the Real Property, nor, to the knowledge of Seller, have any underground storage tanks or above ground storage tanks being used at or removed from the Real Property during such time as Seller has been in ownership, possession or control of the Real Property. To the knowledge of Seller, there are not presently nor has Seller removed or caused to be removed any asbestos or asbestos containing materials from the Real Property, nor, to the knowledge of Seller, have any asbestos or asbestos containing materials been used at or removed from the Real Property during such time as Seller has been in ownership, possession or control of the Real Property.

(m) Seller is complying, in all material respects, with all laws, rules and regulations, including without limitation the Communications Laws, applicable to the operation of the Station, and all decrees and orders of any court or governmental authority which are applicable to Seller's ownership or operation of the Station.



(n) No representation or warranty made by Seller in this Agreement, or any schedule, exhibit, statement, certificate or other document heretofore or hereafter furnished to Buyer pursuant to this Agreement or the transactions contemplated hereby contains, or will contain, any untrue statement or knowingly omits to state a material fact necessary to make the statement contained therein not misleading.

10. Seller's Covenants.

(a) Seller shall maintain all Station Assets in as good a state of operation, condition and repair as they are on the date of this Agreement, except for ordinary depreciation, wear and tear. Seller shall operate the Station in the ordinary course of business and in all material respects in accordance with the Communications Laws and with all other applicable laws, regulations, rules and orders, and Seller will correct, prior to Closing, any problems revealed by any FCC inspection or inquiry.

(b) Seller shall not sell, pledge, lease, mortgage, encumber, dispose of or agree to do any of these acts regarding any of the Station Assets.

(c) 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 Licenses. 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. Any such Modification Application will in no manner or means delay the filing of the FCC Application nor the Closing of this transaction.

(d) Between the date hereof and Closing, upon reasonable notice to Seller, give Buyer and its representatives reasonable access during normal business hours to the Station and the Station Assets, and furnish Buyer with information relating to, the facilities, property, accounts, title papers, insurance policies, licenses, agreements, commitments, records, machinery, fixtures, furniture, and inventories related to the Station and the Station Assets, that Buyer may reasonably request.

(e) Seller shall incur the rights and discharge the obligations under trade, barter or similar agreements for the sale of time for goods or services ("Trade/Barter Agreements") made prior to the date of this Agreement only in the ordinary course of business consistent with past practice, and shall not enter into any new, additional or amended Trade/Barter Agreements without the consent of Buyer. Seller shall not enter into any other new Station Contracts that will be binding upon Buyer after Closing or amend or terminate any existing Station Contracts, except for Station Contracts made, amended or terminated with Buyer's prior written consent.

(f) Buyer, at its own expense, shall have the right at all reasonable times and from time to time until Closing occurs to conduct environmental audits, studies, testing and other investigations as Buyer deems necessary of the Station Assets by a consultant of Buyer's

choice, including but not limited to Phase I, Phase II, water and well tests, soil sampling and such other inspections or other environmental audits (collectively, an “Environmental Audit”), provided, however, the conduct of such Environmental Audit by the Buyer shall not delay the processing by the FCC of the FCC Application, provided further, that Buyer must initiate any such Phase I Environmental Audit no later than ten (10) business days from the date the FCC Application is submitted. Seller shall cooperate in the conduct of each Environmental Audit performed and a copy of any written report provided to Buyer resulting from such audits, if any, shall be furnished to Seller. Buyer shall have the right to terminate this Agreement upon written notice to Seller in the event that Buyer is not satisfied, in its sole discretion, with the results of the Environmental Audit, unless Seller elects to cure to the reasonable satisfaction of Buyer. In the event of such termination, Buyer shall be entitled to have the Deposit, including all interest earned thereon, returned immediately without any further obligation hereunder on the part of either party except for those obligations which expressly survive the expiration or earlier termination of this Agreement.

11. Joint Covenants. Seller and Buyer hereby covenant and agree that between the date hereof and the Closing they shall cooperate fully with each another in taking any commercially reasonable actions (including to obtain the required consent of any governmental instrumentality or any third party) necessary to accomplish the transactions contemplated by this Agreement, including, but not limited to, the prompt satisfaction of any condition to the Closing set forth herein.

12. Seller’s Conditions to Closing. The obligations of Seller hereunder are, at its option, subject to satisfaction at or prior to the Closing of each of the following conditions:

(a) The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Buyer at or prior to the Closing shall have been complied with or performed in all material respects.

(b) The FCC Consent shall have been obtained and shall be in full force and effect, and no court, administrative or governmental order prohibiting the Closing shall be in effect.

(c) Buyer shall have made each of the deliveries contemplated by Section 13 hereof or otherwise reasonably required by this Agreement.

(d) The Amended Order entered by the Bankruptcy Court approving the sale of the assets which are the subject of this Agreement free and clear of all liens, interests and encumbrances under the provisions of 11 U.S.C. §363(f) has been entered in the bankruptcy cases of Seller Walker Radio Group, LLC, and David Joel Walker, and has become final and nonappealable.

13. Buyer’s Conditions to Closing. The obligations of Buyer hereunder are, at its option, subject to satisfaction at or prior to the Closing of each of the following conditions:

(a) The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or

contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Seller at or prior to the Closing shall have been complied with or performed in all material respects.

(b) The FCC Consent shall have been obtained, shall be in full force and effect and shall have become a Final Order, and no court or governmental order prohibiting the Closing shall be in effect.

(c) The Amended Order entered by the Bankruptcy Court approving the sale of the assets which are the subject of this Agreement free and clear of all liens, interests and encumbrances under the provisions of 11 U.S.C. §363(f) has become final and nonappealable thereby enabling Seller to convey the assets free and clear of all security interests and liens pertaining to the Station Assets which are the subject of this Agreement and conveying good and marketable title to Buyer, with the specific understanding that to the extent that the Real Property is encumbered, all such encumbrances shall have been released and fully discharged.

(d) The issuance of title insurance covering the Real Property, on the most recent form of an ALTA Owner's Policy of Title Insurance (or equivalent policy), from a title insurer reasonably agreeable to Buyer which is duly authorized to transact business and issue title insurance in the State of Texas, insuring title to the Real Property at regular rates to be in the name of Buyer as of the Closing, subject only to liens to be extinguished at Closing (the "Title Insurance Policy"), which such Title Insurance Policy shall be at the expense of Buyer.

(e) Buyer has entered into, effective as of the Closing Date, a lease with commercially reasonable terms with the landlord of the Station's office/studio and back-up transmitter location at 1500 Broadway, Lubbock, Texas.

(f) The State Court Action has been, or will be concurrently with the Closing, terminated by the plaintiffs thereunder.

(g) Seller shall have made each of the deliveries contemplated by Section 13 hereof or otherwise reasonably required by this Agreement.

13. Closing Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer: such deed, bills of sale, documents of title and other instruments of conveyance, assignment and transfer as may reasonably be requested by Buyer to convey, transfer and assign the Station Assets to Buyer, free and clear of all liens, claims and encumbrances. Buyer shall also deliver the Purchase Price, less the Deposit.

14. Survival. The covenants, agreements, representations and warranties in this Agreement shall expire at Closing and be of no further force or effect, with the exception of: (i) the indemnification obligations of Seller and Buyer under Section 15 hereof with respect to Claims (as defined below) made by third parties against Buyer or Seller, as applicable, shall survive for two (2) years; (ii) those Claims made under Section 15 that relate to Buyer's Damages or Seller's Damages (as defined below), as applicable, for which timely written notice is given by the

indemnified party to the indemnifying party prior to expiration of this survival period, shall survive until resolved.

15. Indemnification. From and after the Closing, Seller shall defend, indemnify and hold harmless Buyer from and against losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Buyer's Damages") incurred by Buyer arising out of or resulting from: (a) any failure by Seller to perform any covenant or agreement contained in this Agreement, or any other breach or default by Seller under this Agreement; and (b) the operation of the Station before the Closing. From and after the Closing, Buyer shall defend, indemnify and hold harmless Seller from and against losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Seller's Damages") incurred by Seller arising out of or resulting from: (y) any failure by Buyer to perform any covenant or agreement contained in this Agreement, or any other any breach or default by Buyer under this Agreement; and (z) the operation of the Station after the Closing. The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder on the part of the indemnifying party (a "Claim"), but a failure to give such notice or a delay in giving such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced.

16. Termination. This Agreement may be terminated at any time prior to the Closing as follows:

- (a) by mutual written consent of Seller and Buyer;
- (b) by written notice of Seller to Buyer if Buyer breaches in any material respect any of its representations or warranties or other terms of this Agreement, or defaults in any material respect in the performance of any of its covenants or agreements herein contained, and such breach or default is not cured within the Cure Period (as defined below);
- (c) by written notice of Buyer to Seller if Seller breaches in any material respect any of its representations or warranties or other terms of this Agreement, or defaults in any material respect in the performance of any of its covenants or agreements herein contained, and such breach or default is not cured within the Cure Period;
- (d) by written notice of Seller to Buyer, or Buyer to Seller, if the Closing shall not have been consummated on or before the date which is twelve (12) months after the execution of this Agreement, and if the party giving notice is not then in default hereunder;
- (e) by written notice of Buyer to Seller, if due to a weather related cause, force majeure, or other cause beyond the control of Seller, a material portion of the Station Assets are damaged or destroyed and Seller elects not to repair or replace such damaged or destroyed Station Assets prior to the Closing Date; or
- (f) by written notice of Buyer to Seller or Seller to Buyer if the FCC Application is denied by an initial FCC order or the FCC designates it for a trial-type hearing.

The term “Cure Period” as used herein means a period commencing on the date that a party receives from the other party written notice of breach or default hereunder and continuing for twenty (20) days thereafter.

17. Damages upon Termination. The termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Upon termination under Section 16 (a), (c), (d), or (e), this Agreement shall be deemed null and void and the Deposit shall be returned to Buyer and neither party will have any further liability or obligation to the other. Upon termination under Section 16(b), due to default of the Buyer, this Agreement shall be deemed null and void and Seller shall be entitled to retain the Deposit as liquidated damages and its exclusive remedy. If this Agreement is terminated pursuant to Section 16(c) due to the default of Seller, the Buyer may, as an alternative to return of the Deposit, bring an action for specific performance, Seller hereby acknowledging that the Station Assets are of a special, unique and extraordinary character, and that monetary damages would not be sufficient to compensate Buyer under such circumstances.

18. Expenses. Each party 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, except that all governmental taxes, fees and charges applicable to the transfer of the Station Assets under this Agreement, including but not limited to realty transfer tax obligations, shall be paid one-half by Buyer and one-half by Seller.

19. Assignment. Neither party may assign any of its rights or obligations under this Agreement, without the express prior written consent of the non-assigning party.

20. Amendments. No amendment to, or 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 or amendment is sought.

21. Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

22. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Texas applicable to contracts made and to be fully performed within such State, without giving effect to the choice of law provisions thereof that may require the application of the laws of any other state.

23. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery (or to such other address as any party may request by written notice):

If to Buyer:

Community Broadcast Partners LLC  
4642 South Treadaway Boulevard  
Abilene, TX 79602  
Attn: David Klement

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

Marissa G. Repp, Esq.  
Repp Law Firm  
1629 K Street, NW  
Suite 300  
Washington, DC 20006-1631

If to Seller:

Walker Radio Group, LLC  
Walker Broadcasting and Communications, Ltd.  
5716 71<sup>st</sup> Street  
Lubbock, TX 79424  
Attn: David Walker

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

James A. Koerner, Esq.  
Koerner & Olender, P.C.  
7020 Richard Drive  
Bethesda, MD 20817

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart signature page to this Agreement by facsimile or e-mail shall be deemed sufficient to render this Agreement effective.

25. No Third Party Beneficiaries. 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.

26. Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby, unless such construction would alter the fundamental purposes of this Agreement.

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

28. Attorneys' Fees. In the event of a dispute relating to this Agreement involving the interpretation or enforcement of the terms of this Agreement, resulting in litigation brought by either party, the prevailing party in such litigation shall be entitled, in addition to other relief ordered by the Court, to reasonable attorneys' fees and costs.

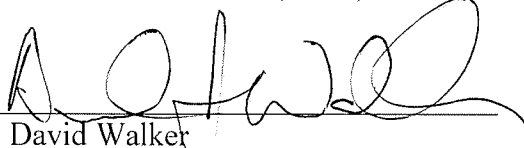
29. Further Assurances. After the Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions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

[SIGNATURE PAGE FOLLOWS]


SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

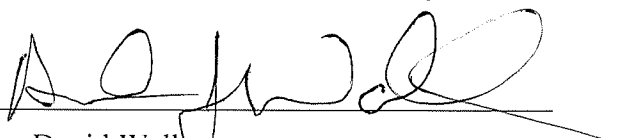
SELLER: WALKER RADIO GROUP, LLC, DEBTOR-IN-POSSESSION

By:   
Name: David Walker  
Title: Managing Member

WALKER BROADCASTING AND COMMUNICATIONS, LTD.

By: WALKER B&C, INC.  
By:   
Name: David Walker  
Title: President

DAVID JOEL WALKER, Individually

By:   
Name: David Walker

BUYER: COMMUNITY BROADCAST PARTNERS, LLC

By: \_\_\_\_\_  
Name: David Klement  
Title: Member Manager



SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

SELLER: WALKER RADIO GROUP, LLC, DEBTOR-IN-POSSESSION

By: \_\_\_\_\_

Name: David Walker

Title: Managing Member

WALKER BROADCASTING AND COMMUNICATIONS, LTD.

By: WALKER B&C, INC.

By: \_\_\_\_\_

Name: David Walker

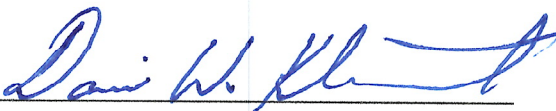
Title: President

DAVID JOEL WALKER, Individually

By: \_\_\_\_\_

Name: David Walker

BUYER: COMMUNITY BROADCAST PARTNERS, LLC

By:  \_\_\_\_\_

Name: David Klement

Title: Member Manager

**SCHEDULE 1(a)**

**FCC LICENSES AND AUTHORIZATIONS**

License: BLH-20160307ABI, granted March 21, 2016, expires August 1, 2021.

Special Temporary Authority: BSTA-20210216AAD, granted March 17, 2021, expires September 13, 2021.

Antenna Structure Registration: 1053669.