

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") is made on this 16 day of November, 2021, by and between **Truth Broadcasting Corporation**, a North Carolina corporation ("**Seller**"), and **Delmarva Educational Association**, a Virginia non-profit corporation ("**Buyer**"). Seller and Buyer are sometimes individually referred to in this Agreement as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Seller desires to convey all rights, title, and interest in and to substantially all of the assets of AM broadcast station WEAL, Greensboro, North Carolina (FCC Facility ID No. 49315) (the "**Station**"), subject to the terms and conditions stated herein;

WHEREAS, Buyer desires to receive and own the Station and its assets under the terms and conditions stated herein; and

WHEREAS, the consummation of this Agreement is subject to the prior approval of the Federal Communications Commission (the "**FCC**").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. **ASSETS**. Subject to the prior approval of the FCC, Seller agrees to transfer, assign, convey, and deliver to Buyer, and Buyer agrees to receive and accept, free and clear of all liabilities, debts, liens, charges, assessments, and encumbrances of any kind, the following:

(a) all licenses, construction permits, authorizations, or other rights of any kind issued or granted by the FCC to Seller with respect to the Station (collectively the "**FCC Authorizations**") listed in **Schedule 1(a)**;

(b) all of the broadcast equipment of the Station (the "**Equipment**") listed in **Schedule 1(b)**;

(c) all intangible property of the Station ("**Intangible Property**") listed in **Schedule 1(c)**;

(d) all FCC files and records pertaining to the Station ("**FCC Records**"); and

(e) goodwill and other rights ("**Other Rights**").

The schedules as identified in the foregoing are attached hereto and made a part hereof. The FCC Authorizations, Equipment, Intangible Property, FCC Records, and Other Rights are sometimes collectively referred to in this Agreement as the "**Assets**." Seller will retain its accounts receivable, cash, deposits, and prepaid items, and any asset not specifically identified on **Schedules 1(a)** through **1(c)** hereto. Buyer assumes no liabilities, debts, or obligations,

including without limitation, for Station's personnel or employment contracts, retirement obligations, or any contracts, obligations, or leases of Seller. Buyer assumes no liability for periods on or before the Closing Date (as defined below) under any lease or contract or for any other liability, debt, or obligation of Seller, including without limitation, any which may have accumulated or accrued on any contracts, leases, or agreements on or before the Closing Date.

2. **PURCHASE PRICE.**

(a) **Purchase Price.** The purchase price for the Assets is One Hundred Thousand Dollars (\$100,000.00) (the "Purchase Price"). At the Closing, the Purchase Price shall be delivered by Buyer to Seller through a wire transfer of immediately available funds.

(b) **Prorations and Adjustments.** All prepaid and deferred expenses arising from the conduct of the business and operations of the Station shall be prorated as of 11:59 p.m. of the Closing Date. The prorations and adjustments contemplated by this **Section 2(b)** shall be made to the extent practicable at the Closing (as defined below), and to the extent not made at the Closing shall be made within thirty (30) calendar days after the Closing Date.

(c) **Assumption of Obligations.** On the Closing Date, Buyer shall assume the obligations of Seller arising from the business and operation of the Station after the Closing Date.

3. **SELLER'S COVENANTS AND WARRANTIES.** Seller hereby covenants and warrants as follows:

(a) The FCC Authorizations are in full force and effect, and the Station operates in material compliance with the FCC Authorizations, the rules and regulations of the FCC, and applicable laws of the State of North Carolina and federal laws.

(b) Seller is aware of no litigation, proceeding, or investigation whatsoever pending or threatened against or relating to Seller, its business, or the Assets to be transferred hereunder, and knows of no reason why the FCC Authorizations would not be renewed in the ordinary course.

(c) Seller has good and marketable title to all owned Assets.

(d) Seller will convey said Assets to Buyer in "as is" condition of such Assets on the Closing Date and, except as expressly set forth in this Agreement, makes no warranty whatsoever with regard to the condition of said Assets.

(e) Seller will deliver the Assets at Closing free and clear of all liabilities, debts, liens, claims, charges, assessments, or other encumbrances of any kind.

(f) Seller has full power and authority to enter into and perform this Agreement and this Agreement constitutes a valid and binding Agreement of Seller enforceable in accordance with its terms.

(g) Seller is responsible for all liabilities and other obligations to all current employees of the Station and any employees hired by Seller up to the Closing Date. It is understood and agreed by the Parties that Buyer may hire new employees to operate the Station for dates after the Closing Date, assumes no liabilities or obligations whatsoever for the Station's current employees, and is under no obligation to hire any such employees.

(h) As of the Closing Date, Seller will have paid all taxes and assessments, rent, water, sewer, and other utility charges or assessments relating to the Assets, if any.

(i) No broker, finder, or other person is entitled to a commission, brokerage fee, or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller.

(j) The warranties, representations, and covenants contained in this **Section 3** shall survive Closing for a period of one (1) year.

4. **BUYER'S COVENANTS AND WARRANTIES.** Buyer hereby covenants and warrants as follows:

(a) Buyer has full power and authority to enter into and perform this Agreement, and this Agreement constitutes a valid and binding Agreement of Buyer enforceable in accordance with its terms.

(b) Buyer knows of no reason why it should not be approved to become a holder of the FCC Authorizations.

(c) Prior to Closing, Buyer will have inspected the Assets to be conveyed pursuant to the terms of this Agreement and found each item to be in satisfactory condition and suitable for Buyer's purposes.

(d) No broker, finder, or other person is entitled to a commission, brokerage fee, or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer.

(e) Warranties, covenants, and representations contained in this **Section 4** shall survive the Closing Date for a period of one (1) year.

5. **FCC ASSIGNMENT APPLICATION.** Seller and Buyer shall file an application with the FCC for consent to the assignment of the FCC Authorizations to Buyer within five (5) business days after executing this Agreement and to cooperate fully and diligently in seeking FCC's consent to assignment of the FCC Authorizations from Seller to Buyer.

6. **CLOSING.**

(a) **Closing.** 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 FCC Consent (as defined below) having

become a Final Order (as defined below), unless the requirement of a Final Order 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.

(b) **Finality.** The Closing is subject to and conditioned upon prior FCC consent (the "FCC Consent") to the assignment of the FCC Authorizations 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.

(c) **Triplex Agreement.** At the Closing, Buyer and Seller shall enter into a triplexing agreement for Buyer's use of the tower and building located at 1219 South Eugene Street, Greensboro, North Carolina 27406, with coordinates 36-03-42.0N, 079-47-34.0W (the "Site") in the operation of the Station (the "Triplex Agreement") in conjunction with the following of Sellers' AM broadcast stations also located at the Site: WKEW, Greensboro, North Carolina (FCC Facility ID No. 71356), and WPET, Greensboro, North Carolina (FCC Facility ID No. 71271). The Triplex Agreement shall be in the form of the agreement attached hereto as Exhibit A.

7. **CLOSING DOCUMENTS.** Seller will at Closing execute and deliver to Buyer customary assignments, deeds, instruments, and other documents sufficient to grant to Buyer title to the Assets, free and clear of liabilities, debts, claims, assessments, liens, and other encumbrances of any kind. Buyer will at Closing execute and deliver to Seller such documents and instruments of assumption as may reasonably be requested by Seller for Buyer to assume the assignment of the Assets. Buyer shall also deliver the Purchase Price to Seller as provided in Section 2 above.

8. **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; or

(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 nine (9) months after the execution of this Agreement, and if the party giving notice is not then in default hereunder.

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.

9. **DAMAGES UPON TERMINATION.** 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 8(a), (c), or (d)**, this Agreement shall be deemed null and void and neither party will have any further liability or obligation to the other. Upon termination under **Section 8(b)**, due to default of Buyer, this Agreement shall be deemed null and void and Seller shall be entitled to all other rights and remedies it may have against Buyer to recover damages resulting from Buyer’s default. If this Agreement is terminated pursuant to **Section 8(c)** due to the default of Seller, Buyer may 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.

10. **STATION CONTROL.** Prior to Closing, Seller shall have complete control over the Assets and operation of the Station. Buyer shall have the right to reasonable access to the Station’s logs and other records as to the operation of the Station prior to Closing and to inspect the Assets upon prior reasonable written notice to Seller. Upon Closing and the transfer and assignment of the Assets, as contemplated herein, Buyer shall have complete control over the Assets and operation of Station.

11. **INDEMNIFICATION.**

(a) Seller hereby agrees to indemnify, defend, save, and hold Buyer harmless with respect to any and all claims, losses, obligations, liabilities, costs, and expenses, including reasonable counsel fees, threatened, suffered, incurred, or sustained by Buyer by reason of any misrepresentations by Seller or any breach by Seller of this Agreement or of any of Seller’s warranties, covenants, or representations contained in this Agreement, or arising from or by reason of Seller’s ownership of the Assets or operation of the Station prior to the Closing Date hereunder. This **Section 11(a)** shall survive Closing for one (1) year.

(b) Buyer hereby agrees to indemnify, defend, save, and hold Seller harmless with respect to any and all claims, losses, obligations, liabilities, costs, and expenses, including reasonable counsel fees, threatened, suffered, incurred, or sustained by Seller by reason of any misrepresentations by Buyer or any breach by Buyer of this Agreement or of any of Buyer’s warranties, covenants, or representations contained in this Agreement or arising from or by reason of Buyer’s ownership of the Assets or operation of the Station subsequent to the Closing Date hereunder. This **Section 11(b)** shall survive Closing for one (1) year.

12. **NOTICES.** All notices required or permitted to be given under the provisions of this Agreement shall be in writing, delivered by personal delivery, or sent by commercial

delivery service or certified mail, return-receipt requested. Properly made notices shall be deemed to have been given on the date of personal delivery, or the date set forth in the records of the delivery service or on the return-receipt. Notices shall be addressed as follows:

If to Seller: Truth Broadcasting Corporation
4405 Providence Lane, Suite D
Winston-Salem, NC 27106
Attention: Stuart W. Epperson, Jr., President

If to Buyer: Delmarva Educational Association
3780 Will Scarlet Road
Winston-Salem, NC 27104
Attention: Nancy Epperson, President

If to either Buyer or Seller, a copy (which shall not constitute notice) shall be sent to:

Baker & Hostetler LLP
Washington Square
1050 Connecticut Avenue, NW, Suite 1100
Washington, DC 20036
Attention: Davina S. Sashkin, Esq.

13. **ASSIGNMENT.** Neither Party shall assign any right under this Agreement nor delegate any duty under this Agreement unless the other Party has consented to any such assignment or delegation in writing. This document shall be binding on the heirs, successors, and assigns of the Parties hereto.

14. **SEVERABILITY AND INDEPENDENT COVENANTS.** If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any law, administrative order, judicial decision, or public policy, all other conditions and provisions shall remain in full force and effect. No covenant shall be deemed dependent upon any other covenant or provision unless so expressed in this Agreement.

15. **GOVERNING LAW.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of North Carolina, without regards, however, to the choice of law provisions thereof which may direct the application of the laws of another jurisdiction.

16. **ENTIRE AGREEMENT.** This Agreement, the Schedules hereto, and all documents, certificates, and other documents to be delivered by the Parties pursuant hereto collectively represent the entire understanding and agreement between Seller and Buyer with respect to the subject matter of this Agreement. This Agreement supersedes all prior negotiations among the Parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and that is signed by the Party against which enforcement of any such amendment, supplement, or modification is sought.

17. **WAIVER OF COMPLIANCE; CONSENTS.** Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver of failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of or estoppel with respect to any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any Party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance set forth in this **Section 17.**

18. **COUNTERPARTS.** This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. Executed copies of this Agreement transmitted by facsimile or other electronic means shall be valid and binding.

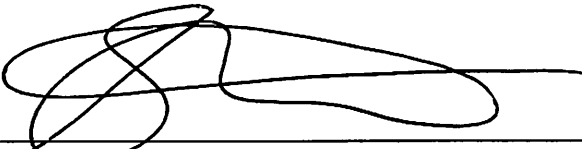
[SIGNATURES APPEAR ON FOLLOWING PAGE]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

SELLER:

TRUTH BROADCASTING CORPORATION

By: 
Name: Stuart W. Epperson, Jr.
Title: President

BUYER:

DELMARVA EDUCATIONAL ASSOCIATION


By: 
Name: Nancy Epperson
Title: President

Table of Schedules

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<u>Exhibit A</u>	Form of Triplex Agreement

Schedule 1(a)

List of Licenses, Permits and Authorizations

WEAL(AM), Greensboro, North Carolina (FCC Facility ID No. 49315)

License: CDBS File No. BL-20031117AHF (granted Mar. 23, 2004)

Direct Measurement: CDBS File No. BZ-20210713AAJ (filed July 14, 2021)

Renewal: LMS File No. 0000104125 (granted July 23, 2020;
expires Dec. 1, 2027)

Auxiliary Licenses: N/A

Schedule 1(b)

Inventory of Equipment

(To be provided at Closing)

Schedule 1(c)
Intangible Property

Callsign: "WEAL"

Exhibit A

Form of Triplex Agreement

TRIPLEX AGREEMENT

THIS TRIPLEX AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____ 2022, by and between **Truth Broadcasting Corporation**, a North Carolina corporation (“Lessor”), and **Delmarva Educational Association**, a Virginia non-profit corporation (“Lessee”) (individually, a “Party” and collectively, the “Parties”)

RECITALS

WHEREAS, Lessor is the owner of real property located at 1219 South Eugene Street, Greensboro, North Carolina 27406, with coordinates 36-03-42.0N, 079-47-34.0W (the “Site”), and is also the owner of a tower (FCC ASRN 1235239) (the “Tower”) and a building (the “Building”) located at the Site (with the Leased space on the Tower and in the Building, as described below, referred to together as the “Leased Premises”);

WHEREAS, Lessor is the licensee of AM broadcast station WKEW, Greensboro, North Carolina (FCC Facility ID No. 71356), operating on 1400 kHz (“WKEW”), and WPET, Greensboro, North Carolina (FCC Facility ID No. 71271) (“WPET”), operating on 950 kHz, which are both operated by Lessor from the Site;

WHEREAS, Lessee holds a license (the “FCC License”) issued by the Federal Communications Commission (the “FCC”) for AM broadcast station WEAL, Greensboro, North Carolina (FCC Facility ID No. 49315), operating on 950 kHz (“WEAL”), and the FCC License specifies operation of WEAL from the Site; and

WHEREAS, pursuant to the Asset Purchase Agreement, dated November 16, 2021, by and between Lessor and Lessee (the “Purchase Agreement”), Lessee has purchased WEAL from Lessor as of the date of this Agreement and intends to operate WEAL from the Site on an triplexed basis with WPET and WKEW under the provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. LEASED PREMISIES.

(a) The Leased Premises shall consist of the following: (i) space in the Building for all equipment used in the operation of WEAL; (ii) the entirety of the Tower; and (iii) sufficient space in the Building and on the Tower for all necessary coaxial cable, control, and power runs to interconnect the equipment and accommodate access to public telephone circuits and other public utilities (if available). Lessee may make any modifications to its equipment which do not require additional space on the Tower or in the Building.

(b) If Lessor should improve or modify the Tower or Building, Lessee shall have a right of first refusal to any new space available on the Tower, on an alternative tower structure located at the Site, or in the Building second only to space required by Lessor for the operation of Lessor's equipment, or the prior in use equipment of other tenants of Lessor. In the event Lessee acquires equivalent alternative space in the Building, but no additional or better space, there shall be no increase in monthly rental payments by Lessee unless mutually agreed to by the Parties. All costs of modifications to Lessee's equipment shall be borne by Lessee unless Lessor demands that Lessee make such modification. In no event shall Lessee be required to accept a modification which would adversely affect the operation of WEAL under Lessee's FCC authorizations for WEAL.

2. AGREEMENT TERM. The term of this Agreement (the "Term") shall commence as of the Closing Date, as that term is defined in the Purchase Agreement (the "Commencement Date"), and shall continue for a period of ten (10) years, unless terminated earlier in accordance herewith. The Term shall automatically be renewed for five (5) additional five (5)-year periods unless Lessee notifies Lessor of its desire not to have the Term automatically extended no less than sixty (60) days prior to the termination date of any such five (5)-year period.

3. RENTAL PAYMENTS.

(a) During the Term, with the exception of the first rental payment, Lessee shall pay Lessor monthly rent of Five Hundred Dollars (\$500.00) payable in advance on the first (1st) day of each month during the Term. The first month's rental payment shall be prorated (based on the number of days remaining in the month of the Commencement Date) and paid in advance on the Commencement Date. A late fee of five percent (5%) shall be added to any rent payment that is not received by Lessor within five (5) business days after the due date. The rental payment for any partial months shall be prorated based on the number of days in the subject month.

(b) Annual rent shall be adjusted upwards at a rate of three percent (3%) per year as of each anniversary of the Commencement Date. Such adjustment shall be reflected in the next month's rent payment following such anniversary date.

(c) Lessee shall pay any of Lessor's reasonable costs incurred in initiating and maintaining the triplexing of WKEW, WPET, and WEAL, including any engineering fees.

4. MAINTENANCE.

(a) Lessee, at Lessee's expense, shall install, replace, and maintain WEAL's equipment located on the Leased Premises: (i) in accordance with good engineering practice and in a clean and safe manner to the reasonable satisfaction of Lessor; and (ii) in compliance with applicable FCC, FAA, and other governmental rules and regulations. Lessee's operations at the Site shall comply with all local, state, and Federal environmental laws, rules, and regulations, in all material respects.

(b) Lessor shall maintain the Site, the Tower, and the Building at Lessor's expense: (i) in good repair, in a safe, secure, and clean manner; and (ii) in compliance with all applicable FCC, FAA, and other governmental rules and regulations, and in accordance with good engineering practices. Lessor's operations at the Site shall comply with all local, state, and Federal environmental laws, rules, and regulations, in all material respects.

(c) Lessee, Lessor, and any of Lessor's tenants shall cooperate fully regarding protecting workers and the general public from harmful exposure to radiofrequency (RF) radiation and shall not allow maintenance workers access to restricted areas of the Tower or protected areas of the Site without notifying the other Parties and allowing them to adjust power to safe levels.

5. UTILITIES. Lessee shall arrange for separate metered electrical power for Lessee's equipment and shall pay the local utility directly. If Lessor pays any local utilities that are used by Lessee Lessor may bill Lessee, but for no more than it is charged by the local utility. Such amount shall be estimated and paid to Lessor on a monthly basis. If necessary, at the end of each calendar year or other interval agreed to by the Parties, electrical usage and the amounts paid or required to be paid by Lessor to accommodate Lessee in accordance with this **Section 5** shall be reconciled. Any costs incurred by Lessor in connection with the provision of utility service to Lessee are permissible without Lessee's written consent.

6. PERMISSIBLE USE. Lessee shall use and occupy the Leased Premises solely for the installation, operation, maintenance, modification, and removal of the transmission, reception, and ancillary equipment necessary for the operation of WEAL. No other uses by Lessee are permissible without Lessor's written consent. Lessee shall comply with any and all local, state, and Federal laws, rules, and regulations with respect to the Site..

7. DEFAULT. The occurrence of any of the following shall be and constitute an Event of Default under this Agreement:

(a) Failure by Lessee to pay in full any rent or other sum due to owing to Lessor hereunder within fifteen (15) days after Lessor notifies Lessee of such failure to pay in accordance with the provisions of **Section 18** below.

(b) Failure by Lessee or Lessor to observe or perform any of their respective covenants or agreements contained in this Agreement, other than the failure to pay rent, and such failure continues for a period of thirty (30) days after written notice of such by the nondefaulting Party to the defaulting Party in accordance with **Section 18** below. In the event that any failure pursuant to the provision cannot reasonably be cured within the aforementioned thirty (30) day period, that party will not be in default provided that it commences its cure efforts within the thirty (30) day period and diligently proceeds with its cure efforts until completion.

(c) Abandonment of the Leased Premises by Lessee for a period of thirty (30) days after commencement of the Term.

8. REMEDIES. In an Event of Default by the defaulting Party, the nondefaulting Party may exercise the following remedies:

- (a) Lessor, in Lessor's sole discretion, may terminate the Agreement.
- (b) Lessor may bring action against Lessee in any court of competent jurisdiction for all rental and other sums due to Lessor by Lessee hereunder, as permitted by law, and such remedy may be exercised by Lessor without prejudice to its right to thereafter terminate this Agreement in accordance with the other provisions contained herein. The reasonable attorneys' fees of the prevailing Party for such action shall be paid by the other Party.
- (c) In the event that Lessor fails to maintain the Leased Premises in accordance with the Terms of the Agreement, Lessee may, in its sole discretion, effect whatever repair or maintenance is required and charge said costs to Lessor, to be deducted from the next succeeding rental payments, or Lessee may terminate this Agreement.

9. TERMINATION.

(a) In the event that any reasonably unforeseen future condition not due to the fault of Lessor or Lessee should preclude Lessee's operation of WEAL at the Site (including but not limited to, the revocation, denial, or suspension of the FCC License or any change in applicable federal, state, or local laws or regulations which substantially impair Lessee's ability to operate WEAL), Lessee shall notify Lessor in accordance with the provisions of **Section 18** below and, at the option of Lessee the Agreement shall either: (i) become month-to-month; (ii) be suspended by Lessee without prejudice to Lessee if WEAL is required to cease operation. Should such condition be corrected within one-hundred eighty (180) days of the suspension or discontinuance of WEAL's operation, the Agreement will be reinstituted under the same terms and conditions as if the Agreement had not been interrupted.

(b) Lessee shall have the right to terminate the Agreement without cause upon sixty (60) days written notice to Lessor in accordance with **Section 18** below; provided, however, in the event of such termination without cause, Lessee shall pay to Lessor, as liquidated damages a sum equal to rent which would have been due for the twelve (12) months following the termination date. Such payment shall be in addition to Lessee's obligation to pay rent and all other sums then due and owing through the effective date of termination.

10. REMOVAL OF PROPERTY. At the expiration of the Term or at the earlier termination in accordance with the terms hereof, Lessee shall remove from the Agreement Premises, at Lessee's expense, all of Lessee's property, including but not limited to antennas, transmission, equipment, and other property owned by Lessee and located on or about the Leased Premises. Any such property not removed within sixty (60) days after such expiration shall become the property of Lessor.

11. TAXES, PERMITS, AND INSURANCE.

(a) Lessor shall pay all real estate taxes and other governmental assessments directly imposed upon Lessor for its ownership and use of the Site. Lessee shall pay all use and occupancy taxes, personal property taxes, and other governmental assessments which are directly imposed on Lessee for its use and/or occupancy of the Leased Premises.

(b) Lessee shall maintain valid licenses and permits issued by the FCC for operation of WEAL for the entire duration of the Term.

(c) Lessee shall carry public liability and property damage insurance covering Lessee's activities at the Site with policy limits of not less than One Million Dollars (\$1,000,000.00) for injury or death for all persons injured or killed in the same accident, and Five Hundred Thousand Dollars (\$500,000.00) for property damage. All insurance required to be carried by Lessee shall be in a form and with companies reasonably satisfactory to Lessor. Lessee shall provide Lessor with a certificate of insurance with Lessor listed as a co-loss payee and shall notify Lessor of any material changes in coverage.

12. INDEMNIFICATION.

(a) Lessee agrees to indemnify, save, and hold harmless Lessor from all losses, damages, claims, penalties, and expenses, including without limitation, reasonable attorneys' fees, arising from or incident to Lessee's use, occupation, operation, or enjoyment of the Leased Premises; provided, however, that such indemnity shall not apply to any loss, damage, claim, penalty, or expense arising from any act or omission or negligence of Lessor.

(b) Lessor agrees to indemnify, save, and hold harmless Lessee from all losses, damages, claims, penalties, and expenses, including without limitation, reasonable attorneys' fees, arising from or incident to Lessor's use, occupation, operation, or enjoyment of the Leased Premises; provided, however, that its indemnity shall not apply to any loss, damage, claim, penalty, or expense arising from any act or omission or negligence of Lessee.

13. DAMAGE OR DESTRUCTION OF LEASED PREMISES.

(a) In the case of damage to or destruction of the Leased Premises which is not due to the fault of Lessee, including by fire or other casualty, that renders the Leased Premises unusable to Lessee for the purpose of operating WEAL, Lessee's obligation to pay rent shall abate until Lessee is able to resume operation of WEAL. In the case of partial damage or destruction the Leased Premises that renders the Leased Premises unusable by Lessee for the purpose of operating WEAL with its fully licensed facilities, there shall be a proportionate reduction of the rent until the damage has been repaired or until the expiration of the term of the Agreement, whichever first occurs. Notwithstanding the forgoing, Lessor may elect not to restore or repair the Leased Premises, in which case either Party may terminate this Agreement without Liability to the other. Lessor shall notify Lessee, in accordance with **Section 18** below,

within thirty (30) days if the damage or destruction whether it elects to restore or repair the Leased Premises.

(b) In the event the Leased Premises are damaged as described in this **Section 13(a)** above, Lessee may install temporary facilities pending repairs, provided that such temporary facilities will not interfere with the construction, rebuilding, or operation of Lessor's facilities. Lessor agrees to provide Lessee alternate space, if available, at the Site or on any back-up structure constructed on or near the Site and owned by Lessor during the reconstruction or repair period. If such space is not available, then Lessee shall be responsible for procuring its own alternate space and may terminate this Agreement without penalty.

(c) In the event the Leased Premises are damaged as described in this **Section 13(a)** above and Lessor elects not to restore or repair the Leased Premises, Lessee may take corrective action to restore or repair the Leased Premises deducting the costs of such repair or replacement from the monthly rental payments until such amount has been satisfied.

14. ELECTRICAL INTERFERENCE.

(a) **No Interference; Abatement of Future Interference.** The equipment of WEAL located at the Site does not currently create any interference condition to the equipment of Lessor or any other tenant of Lessor. However, if in the future the Parties determine that WEAL's signal or equipment is interfering with the operation or performance of Lessor's equipment or the equipment of any of Lessor's tenants that was in place as of the Commencement Date, then Lessor shall notify Lessee in accordance with the provisions of **Section 18** below and Lessor may require Lessee to modify the operation of WEAL until such interference is abated.

(b) **Failure to Abate Interference.** If Lessee fails to abate the interference within fifteen (15) days of the date of notification, Lessor may take corrective action at Lessee's expense. If the Parties determine that the signal or equipment of Lessor or that that of any of Lessor's tenants is interfering with the operation or performance of Lessee's Station or, as such operation or performance existed as of the beginning of the Term, then Lessee shall notify Lessor in accordance with the provisions of **Section 18** below and Lessee may require Lessor to modify the operation of such station or equipment until such interference is rectified. If Lessor or such tenant fails to rectify the interference within fifteen (15) days of the date of notification, Lessee may take corrective action at Lessor's expense.

(c) **Arbitration.** Should there be any dispute concerning the source of cause of such interference or the steps reasonably required to correct the interference, the dispute shall be submitted to an independent professional engineer agreeable to both Parties for resolution, whose decision shall be binding and final upon both Parties. Should the Parties be unable to agree upon an independent professional engineer within fifteen (15) days of the occurrence of the dispute, then such engineer shall be selected by the President of the Association of Federal Communications Consulting Engineers. The costs and expense of such an engineer shall be paid by the Parties in equal shares.

15. INGRESS AND EGRESS. Lessor shall give Lessee unrestricted non-exclusive right of access to the Site and Leased Premises to the extent reasonably required to enable Lessee to construct, install, operate, repair, monitor, modify, maintain, and remove Lessee's equipment at the Leased Premises. Lessee shall comply with all reasonable security and safety precautions required by Lessor with respect to the Site and the Leased Premises. Lessee shall cause any persons accessing the Site to be qualified personnel or to be accompanied by qualified personnel.

16. MECHANICS AND MATERIALMAN'S LIENS. In the event that any mechanics or materialman's liens are placed against the Site based on work, labor, and/or materials supplied or claimed to have been supplied to Lessee at the Leased Premises, Lessee shall proceed with due diligence to cause the same to be discharged of record by payment, deposit, bond, order of court, or otherwise, subject, however, to the right of Lessee to contest any such lien by appropriate legal proceedings diligently pursued.

17. QUIET ENJOYMENT. Upon payment by Lessee of the rent due hereunder, and the observance and performance of all covenants, terms, and conditions to be observed and performed by Lessee hereunder, Lessee shall have peaceful and quiet use of the Leased Premises, and all rights and privileges belonging, or in any way appertaining thereto or granted hereby, for the Term, without hindrance or interruption by Lessor, or any other person or persons lawfully claiming by, through or under Lessor.

18. NOTICES. Unless otherwise provided herein, all notices, requests, demands, and other communications must be in writing and shall be deemed to have been duly given when delivered by hand (which shall include Federal Express or other recognized overnight courier service that issues a receipt or other conformation of delivery) to or refused by the Party for whom such communications is intended, or three (3) business days after sent by first-class registered or certified mail, return receipt requested, with postage prepaid, and addresses as follows:

If to Lessor: Truth Broadcasting Corporation
4405 Providence Lane, Suite D
Winston-Salem, NC 27106
Attention: Stuart W. Epperson, Jr., President

If to Lessee: Delmarva Educational Association
3780 Will Scarlet Road
Winston-Salem, NC 27104
Attention: Nancy Epperson, President

Each Party may designate by notice in writing a new address to which any notice, request, demand, or other communication may thereafter be given, served or sent.

19. ENTIRE AGREEMENT. This agreement contains the entire agreement between the Parties with respect to the Agreement contemplated herein and supersedes all other

prior written or oral negotiations, commitments, or understandings with respect to the matters provided herein and therein. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and executed by the Parties hereto.

20. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. GOVERNING LAW. This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed under and in accordance with the laws of the State of North Carolina (but not including the choice of laws rules thereof).

22. ATTORNEYS' FEES. In the event of a dispute arising out of the terms set forth herein, the prevailing Party shall be entitled to recover its reasonable attorney's fees in addition to court costs and other costs incidental thereto.

23. ASSIGNMENT.

(a) **Assignment by Lessor.** Lessor and its subsequent successors may freely assign this Agreement, provided that the terms hereof shall be binding on such successor and assigns.

(b) **Assignment by Lessee.** Lessee may freely assign this Agreement to a subsidiary, affiliate, or an FCC-approved subsequent licensee of WEAL. Such assignment requires only notification by Lessee to Lessor as defined herein and that Lessee has paid all rental and other sums due to Lessor by Lessee herein. With respect to all other assignments, Lessee and subsequent lessees may not assign, mortgage, encumber this Agreement or Leased Premises, nor sublet or permit the Leased Premises or any part thereof to be used by others without express prior written consent of Lessor, which consent shall not be unreasonably delayed or withheld by Lessor. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

24. NON-DISTURBANCE AGREEMENT. In the event the Leased Premises are mortgaged, Lessor shall cause the mortgagor to sign a non-disturbance agreement in such a form as Lessee may reasonably request.

25. EXTENSION. The covenants contained herein shall extend to and be binding upon all heirs, executors, administrators, and successors to the Parties to this agreement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO TRIPLEX AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the date first written above.

LESSOR: TRUTH BROADCASTING CORPORATION

By: _____
Name: Stuart W. Epperson, Jr.
Title: President

LESSEE: DELMARVA EDUCATIONAL ASSOCIATION

By: _____
Name: Nancy Epperson
Title: President