

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of March 13, 2023 (this "Agreement"), is entered into by and between Holy Family Communications, Inc. ("Seller"), and Soaring Eagle Promotions, Inc. dba Rise FM Ohio ("Buyer").

RECITALS

A. Seller is the licensee of FM translator W204CU, licensed to Findlay, OH, Facility ID 143022 (the "Station"), pursuant to authorizations (the "FCC Authorization") issued by the Federal Communications Commission (the "FCC").

B. On the terms and conditions described in this Agreement, Seller desires to sell and Buyer desires to acquire certain of the assets owned by Seller and used or held for use exclusively in connection with the operation of the Station.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Buyer and Seller agree as follows:

1. Sale of Assets.

On the Closing Date (as hereinafter defined), Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase and assume from Seller, the following assets owned by Seller and used or held for use exclusively in connection with the operation of the Station (the "Assets"): (a) Seller's tangible personal property used or held for use exclusively in the operation of the Station (the "Tangible Personal Property", as set forth at Schedule 1 hereto); (b) an assignment of all of Seller's right, title and interest in and to that certain "Short Form Tower Lease Agreement" dated December 20, 2016 between Seller and Crown Communication, LLC (Crown Castle) attached hereto as Schedule II (the Tower Lease); and (c) the licenses, permits, applications and other authorizations, including the FCC Authorizations (collectively, the "License", as further defined in Schedule III hereto), issued by the FCC, to Seller in connection with the operation of the Station. Assets shall be conveyed "AS IS". Seller provides no warranties, expressed or implied.

Contingent on FCC consent and as otherwise set forth herein, Seller shall assign or transfer the Assets to Buyer at the Closing free and clear of all liens, claims or encumbrances of every kind and nature.

2. Consideration.

Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, Buyer shall pay to Seller the aggregate sum of Thirty-Seven Thousand, Five Hundred and No/100 Dollars (\$37,500) (the "Purchase Price"), payable as follows: (a) within ten (10) days of the execution of this Agreement, Buyer shall pay to Seller a deposit of One Thousand Eight Hundred and Seventy-Five Dollars (\$1,875) (the "Deposit"), which deposit

shall be nonrefundable to Buyer other than upon the termination of this Agreement (i) by Buyer pursuant to Section 8(a), or (ii) pursuant to Section 8(b); and (b) the balance of the Purchase Price on the Closing Date. Within one week of execution of this Agreement, Buyer shall deliver to the Dennis Kelly IOLTA Trust Account in PNC Bank, National Association (the "Escrow Agent") the Deposit funds, which shall be maintained pursuant to an Escrow Agreement (the "Escrow Agreement") of even date herewith. The Escrowed Funds shall be paid to Seller as partial payment of the cash Purchase Price due at Closing to Seller, or shall otherwise be made available to Seller or released to Buyer in accordance with the provisions of this Agreement.

All Purchase Price amounts shall be payable in US Dollars by wire transfer of immediately available funds to an account, or accounts, designated in writing by Seller.

3. FCC Consent : Assignment Application ; Construction Permit.

(a) Buyer and Seller shall execute, file and prosecute applications with the FCC (the "Assignment Application") requesting its consent to the assignment, from Seller to Buyer, of all FCC Authorizations pertaining to the Station. All expenses related to the assignment will be equally shared by both the Buyer and seller.

(b) Buyer shall cooperate with Seller's FCC Attorney in the preparation of the Assignment Application. Buyer and Seller shall cooperate in good faith and exercise their reasonable best efforts under the provisions of this Agreement to (i) obtain the grant of the Assignment Application and (ii) finalize and execute any and all other documents or agreements necessary to effect the sale as expeditiously as possible.

4. Closing Shall Take Place Once:

(a) The closing (the "**Closing**") of the transactions contemplated by this Agreement shall occur, unless otherwise agreed to by Buyer and Seller, not later than ten (10) days following the date on the issuance of FCC Consent is a Final Order. "Final Order" means an action by the FCC (A) that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended, (B) with respect to which no request for stay, motion or petition for rehearing, reconsideration or review, or application or request for review or notice of appeal or *sua sponte* review by the FCC is pending, and (C) as to which the time for filing any such request, motion, petition, application, appeal or notice, and for the entry of orders staying, reconsidering or reviewing on the FCC's own motion has expired.

(b) The Closing shall be held by mail, facsimile, or electronic mail, as the parties may agree.

5. Representations and Warranties.

(a) Seller hereby makes the following representations and warranties to Buyer: (i) Seller is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Ohio (ii) Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby; (iii) Seller lawfully holds the FCC Authorization listed on Schedule III.

(b) Schedule II contains the first page of the Tower License Agreement (the "TLA") executed by Seller and Crown Communication LLC on or about December 20, 2016. Seller has provided Buyer with a complete and correct copy of the TLA together with all amendments and assignments related thereto. The TLA is in effect and binding upon Seller and, to Seller's knowledge, the other party thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Seller has, and will convey to Buyer at the Closing, a valid leasehold interest in the TLA. Seller is not (and to Seller's knowledge, the lessor (including any ground lessor) is not) in material breach or default under the TLA or related ground lease (if any) and, no events or circumstances have occurred which, with or without notice or lapse of time or both, would constitute defaults under the TLA. There is full legal and practical access to the Leased Property (including vehicular access to a public roadway) and all utilities necessary for Buyer's use of the Leased Property as a radio tower facility are installed and are in working order, and are subject to valid easements, where necessary. Seller will provide Buyer with access to a true, complete and correct copy of all title reports, surveys, reports, structural analysis or other records that are in Seller's possession or control relating to the Leased Property, the tower or other Assets. To Seller's knowledge, the Leased Property is not subject to any zoning, restrictive covenant or other agreement or order that either (i) prohibits use of the Leased Property as a tower site or (ii) requires the lessee of the TLA to provide programming on the Station or to otherwise provide any consideration to any third party other than the lessor.

(c) Seller shall not amend, terminate or fail to renew the TLA without Buyer's express consent, and shall obtain consent of the lessor under the TLA (to the extent required by the terms thereof) for the assignment of the TLA to Buyer at Closing.

(d) Buyer hereby makes the following representations and warranties to Seller: (i) Buyer is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Ohio, and has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted; (ii) Buyer is legally, technically, and financially qualified to hold the FCC Authorizations for and to operate the Station. To Buyer's knowledge, there is no investigation or inquiry in progress at the FCC that might delay approval of Buyer to be the licensee of the Station.

(e) This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligations of Seller, enforceable in accordance with its respective terms.

6. Conditions Precedent to Obligation to Close.

(a) The performance of the obligations of the parties under this Agreement is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by the opposing party: (i) Buyer and Seller 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 and Seller prior to or as of the Closing Date; (ii) Buyer shall have delivered to Seller and Seller shall have delivered to Buyer, on the Closing Date, the documents and/or payments required to be delivered pursuant to Section 7. (b) The performance

of the obligations of Buyer under this Agreement is subject to the satisfaction of each of the following express conditions precedent: (i) the FCC Authorizations shall be in full force and effect; and (ii) Seller shall be prepared to have all liens on the Assets, if any, released at Closing.

(b) Crown Castle shall have granted its written consent to the assignment by Seller and the assumption by Buyer of the Tower Lease. For its part, Buyer shall contact Crown Castle as soon hereafter as is practicable to apply for Crown Castle's written consent to said assignment and assumption.

7. Closing Deliveries.

(a) At the Closing, Seller will deliver to Buyer the following, each of which shall be in form and substance reasonably satisfactory to Buyer and its counsel: (i) a Bill of Sale; (ii) an Assignment and Assumption of the Station's Licenses and Intangible Property; and (iii) an assignment and assumption agreement transferring to Buyer the rights and obligations of Seller pursuant to the TLA, executed by the seller. (b) Prior to or at the Closing, Buyer will deliver to Seller the following, each of which shall be in form and substance satisfactory to Seller and its counsel: (i) the Purchase Price required by Section 2(b); (ii) an Assignment and Assumption of the Station's Licenses and Intangible Property; and (iii) the TLA, executed by Buyer. (c) Buyer and Seller shall also deliver such other documents at Closing as reasonably requested by the other to more fully effect or evidence the transactions contemplated by this Agreement.

8. Termination.

This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in breach of any of its material obligations under this Agreement, upon written notice to the other of any of the following: (a) if, on or prior to the Closing Date, the other party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the non-breaching party (provided that Buyer's failure to pay the Purchase Price required by Section 2(a) shall be grounds for Seller to terminate this Agreement by written notice to Buyer, with no cure period); (b) if the FCC Consent has not been granted by the FCC prior to the expiration of 12 months following the date of this Agreement.

9. Notices.

All notices, demands, requests or other communications that may be or are required to be given, served or sent by either party to the other party pursuant to this Agreement shall be in writing and shall be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by overnight courier or hand delivery, addressed as set forth below in this Section 9. Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication that is mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee with the return receipt, the delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery or at such time as delivery is refused by the addressee upon presentation.

If to Seller, to:

Jeff Compton
Holy Family Communications Inc.
103 North Main Street
PO Box 71
Glandorf OH 45848

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

Dennis J. Kelly (District of Columbia Bar only)
Law Office of Dennis J. Kelly
30628 Detroit Road, Box 278
Westlake, OH 44145

If to Buyer, to:

Mark Boyer
Rise FM Ohio
325 N Hayes St
Bellefontaine, Ohio 43311

10. Confidentiality.

Buyer agrees to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.

11. Governing Law; Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to the choice of law principles thereof.

12. Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Facsimile or other electronically delivered copies of signature pages to this Agreement or any other document or instrument delivered pursuant to this Agreement shall be treated as between the parties as original signatures for all purposes.

13. Expenses.

Except as otherwise set forth in this Section, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, or assessments,

associated with the purchase of the Assets. Seller shall be responsible for any FCC application fees relating to the filing of the Assignment Application

14. Assignment.

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

15. Interpretation.

All headings used in this Agreement are for convenience of reference only and will not be deemed to have any substantive effect. Notwithstanding any law or rule of contract interpretation to the contrary, this Agreement will not be interpreted strictly for or against any Party. Each of the Parties certifies to the other that it has reviewed this Agreement with, and is relying solely upon the advice of, its independent counsel and advisors, as to the negotiation, preparation, execution and delivery of this Agreement and as to the legal and other implications under this Agreement. In the event that any covenant, condition or other provision contained in this Agreement is held to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, that provision will be deemed severable from the remainder of this Agreement and will in no way affect, impair or invalidate any other covenant, condition or other provision, and the Parties will use their reasonable best efforts to make the covenant, condition or other provision valid and lawful if possible so as to preserve the rights and obligations of the Parties.

16. Waiver.

Buyer and Seller, by written notice to the other, may (a) extend the time for performance of any of the obligations or other actions of the other under this Agreement, (b) waive any inaccuracies in the representations or warranties of the other contained in this Agreement or in any document delivered pursuant to this Agreement, (c) waive compliance with any of the conditions or covenants of the other contained in this Agreement, or (d) waive or modify performance of any of the obligations of the other under this Agreement; provided that neither party may without the written consent of the other make or grant any extension of time, waiver of inaccuracies or compliance, or waiver or modification of performance, with respect to its own obligations, representations, warranties, conditions or covenants in this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement will be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

17. Miscellaneous.

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of Ohio. This Agreement may be executed in counterparts. The undersigned represent and warrant that,

respectively, they have received authority to sign this Agreement and to legally bind their respective corporations to perform all of the terms hereof. 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 of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate or evidence the consummation of the transactions contemplated hereby.

18. Broker.

Griffin Media Brokers is the sole broker on this transaction, with the fees being paid by the Seller.

19. Indemnification.

From and after Closing, Buyer shall indemnify, defend and hold the Seller, its officers, shareholders, directors, affiliates, successors and assigns, harmless from and against any claim, liability, loss, damage, judgment or expense (including without limitation reasonable attorneys' fees) of any kind or nature arising out of or attributable to: (i) any breach by Buyer of any representation or warranty of the Buyer contained herein, or (ii) any failure by the Buyer to perform or observe, or to have performed or observed, any agreement or condition to be performed or observed by Buyer under this Agreement, or (iii) any event, condition or occurrence which occurs following the Closing Date or related to operation of the Stations following the Closing Date, or (iv) the Tower Lease.

20. AS-IS.

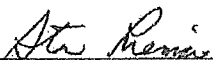
OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, BUYER HEREBY ACCEPTS THE ASSETS PURCHASED PURSUANT TO THIS AGREEMENT AS-IS. SELLER MAKES NO REPRESENTATIONS WITH REGARD TO THE CONDITION OR UTILITY OF THE ASSETS, AND MAKES NO WARRANTY (INCLUDING BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE) OR OTHERWISE TO BUYER. HOWEVER, BUYER HAS THE RIGHT PRIOR TO MAKING THE DEPOSIT REFERRED TO WITHIN PARAGRAPH 2(a) ABOVE TO INSPECT THE ASSETS.

(Signatures to Follow)

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

Seller:

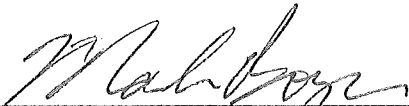
Holy Family Communications Inc.


By: Steve Rieman, Secretary

2-1-2023
Dated

Buyer:

Soaring Eagle Promotions, Inc. dba Rise FM Ohio


By: Mark Boyer, Director

3-13-23
Dated

SCHEDULE I

TANGIBLE PERSONAL PROPERTY

- Energy Onix 100 Watt Transmitter
- SWR FM 1/1 Circular polarized FM antenna
- Innovonics Aaron 650 FM Rebroadcast/Translator Receiver
- Kathrein-Scala CLFMHRM75 FM Log Periodic Antenna

SCHEDULE II
TOWER LEASE AGREEMENT

See attached.

SCHEDULE III

FCC AUTHORIZATION

FM Translator License: W204CU (Findlay, OH)

Facility ID: 143022

Granted: BLFT-20161220ABX (12/30/2016)

Renewed in LMS File No. 0000115561, September 16, 2020

Expires October 1, 2028.