

ASSET PURCHASE AGREEMENT

THIS **ASSET PURCHASE AGREEMENT** (this “Agreement”) is made as of the 1st day of April, 2023 (the “Effective Date”) by and between **IREDELL BROADCASTING, INC.**, a North Carolina corporation (“Seller”) on the one hand, and **REAL TALK STUDIOS, LLC**, a North Carolina limited liability company (“Buyer”), on the other hand (each a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, Seller is the licensee and owner of AM radio station WSIC(AM), Statesville, North Carolina, Facility ID No. 503 (“WSIC”); FM radio translator W264CU, Statesville, North Carolina, Facility ID No. 157988 (“W264CU”); FM radio translator W290DK, Mooresville, North Carolina, Facility ID No. 201073 (“W290DK”); broadcast auxiliary remote pickup KD4180 (“KD4180”); receive-only earth station E181150 (“E181150”); and various associated broadcast auxiliary equipment (collectively with WSIC, W264CU, W290DK, KD4180, and E181150, the “Stations”), including those licenses, permits, and authorizations issued by the Federal Communications Commission (the “FCC”), and Seller owns or leases all other assets used in connection with the operations of the Stations;

WHEREAS, Buyer desires to purchase from Seller substantially all of the assets used or held for use in the business and operation of the Stations, subject to the prior approval of the FCC;

WHEREAS, Buyer and Seller are contemporaneously entering into that certain Time Brokerage Agreement, dated April 1, 2023, (the “Time Brokerage Agreement”); and

WHEREAS, pursuant to the terms and conditions set forth herein, the Parties desire to provide for the sale and purchase of the Assets (defined below) as set forth in this Agreement.

AGREEMENT

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

ARTICLE 1. SALE AND PURCHASE

1.1. Assets. Subject to the terms and conditions herein contained, on the Closing Date (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all rights, title, and interest of Seller in and to all personal assets, tangible and intangible, that are used or held for use in the business and operation of the Stations (“Assets”), except the Excluded Assets (defined below), free and clear of any and all liens, mortgages, pledges, security interests, claims and encumbrances (collectively, “Liens”), except for Permitted Liens (defined below), including without limitation the following:

(a) Licenses and Authorizations. All of the licenses, construction permits, and other authorizations issued by the FCC with respect to the Stations that are described on **Schedule**

1.1(a), together with all applications therefor and any renewals or extensions thereof (collectively the “FCC Authorizations”).

(b) Tangible Property. All equipment, transmitters, antennas, cables, furniture, and other tangible personal property used or held for use in the business and operation of the Stations that are described on **Schedule 1.1(b)** (“Tangible Personal Property”).

(c) Contracts. All contracts and agreements entered into in the ordinary course of business for programming and/or the sale of advertising time on the Stations for cash, together with all contracts and agreements used in connection with the business and operation of the Stations, excluding real property and/or tower site leases, as specifically described on **Schedule 1.1(c)** hereto (“Contracts”), and the rights to any security deposits held by third parties under the Contracts for which Seller receives a credit under Section 2.2.

(d) Intangible Property. All trademarks, trade names, service marks, domain names, copyrights, jingles, slogans, logotypes, and other intangible rights and interests used or held for use exclusively in connection with the business and operation of the Stations (excluding, for the avoidance of doubt, the corporate name of the Seller), including without limitation all rights, title and interests to the Stations’ call letters and that are described in **Schedule 1.1(d)** (“Intangible Property”).

(e) Files and Records. All files, documents, records, and books of account (or copies thereof) relating to the business and operation of the Stations (but excluding, for the avoidance of doubt, any books and records pertaining to any other radio Stations owned or operated by Seller), including FCC public inspection files, programming information and studies, technical information and engineering data, marketing and demographic data, sales correspondence, credit and sales reports, and logs.

(f) Real Estate and Tower Leases. The real property and/or tower site leases (each a “Real Estate Lease” and, collectively, the “Real Estate Leases”), as specifically described on **Schedule 1.1(f)**, and the rights to any security deposits held by third parties under the Real Estate Leases for which Seller receives a credit under Section 2.2.

(g) Prepaid Items. All prepaid expenses and prepaid *ad valorem* taxes for which Seller receives a credit under Section 2.2.

(h) Goodwill. All of Seller’s goodwill in, and going concern value of, the Stations, if any.

The term “Permitted Liens” means, as to any of the Assets or as to the Stations, (a) the Assumed Obligations (defined below); (b) Liens for taxes, assessments and other governmental charges not yet due and payable; (c) in the case of any leased asset, the rights of any lessor under the applicable lease agreement or any Lien granted by any lessor; (d) materialmen’s, mechanics’, workmen’s, repairmen’s or other Liens arising in the ordinary course of business, which are released at or prior to Closing; (e) Liens that do not affect in any material manner the use or value of the Asset to which they are attached; (f) zoning laws and ordinances and similar laws; (g) rights reserved to any governmental authority to regulate the affected property; (h) any easements, rights-of-way, servitudes, permits, restrictions, and minor imperfections or irregularities in title

that are reflected in the public records and that do not individually or in the aggregate materially interfere with the right or ability to own, use, lease, or operate any Owned Real Property used in the operation of the Stations as presently utilized; (i) the rights of any lessor or grantor under any applicable lease agreement or easement, respectively (including any Liens held thereunder); and (j) any survey that could have an adverse effect; provided, that the same is accurate and does not render title unmarketable or prevent the Owned Real Property from being utilized in substantially the same manner that it is currently used.

1.2. Excluded Assets. Notwithstanding anything to the contrary contained herein, the Assets shall not include the following ("Excluded Assets"):

(a) Books and Records. Seller's books and records pertaining to the company organization, existence or capitalization of Seller.

(b) Cash and Investments. All promissory notes, cash, bank accounts, cash equivalents, or similar type investments of Seller, such as certificates of deposit, treasury bills, marketable securities, asset or money market accounts, or similar accounts or investments.

(c) Accounts Receivable. All accounts receivable, notes receivable and other monies due to Seller for sales and deliveries of goods, performance of services, sale of advertisements, broadcast time and programming, and other business transactions related to the Stations attributable to the period prior to the execution of this Agreement ("Receivables").

(d) Excluded Contracts. Any contracts or obligations not specifically assumed herein by Buyer.

(e) Real Property. The real property located at 1812 Davie Avenue, Statesville, North Carolina 28677 and the broadcast tower situated thereon, except to the extent Buyer exercises its Option to Purchase Real Property pursuant to Section 1.5 of the Agreement.

(f) Other. All insurance policies, coverages and proceeds thereunder and all rights in connection therewith, records pertaining to Seller's corporate organization and pension, profit sharing, and all other employee benefit plans.

1.3. Assumption of Obligations. Subject to the terms and conditions hereof, on the Closing Date (defined below), Buyer shall assume all liabilities, obligations, and commitments of any kind of Seller arising from the business or operation of the Stations after the Closing Date (defined below) or otherwise relating to the Contracts, Owned Real Property, Real Estate Leases, Stations or their operation ("Assumed Obligations"). Except for the Assumed Obligations, Buyer does not assume or agree to discharge or perform, and will not be deemed by reason of the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, to have assumed or to have agreed to discharge or perform any liability, obligation, or commitment of Seller arising from the business or operation of the Stations before the Closing Date ("Retained Liabilities").

1.4 Employees. Buyer shall have no obligation to offer employment to any employee of Seller or the Station. Buyer shall have no liability with respect to any such employee or for any such employee's benefits of any kind or nature, except to the extent that Buyer shall, in its sole discretion, offer employment to any such employee and then only from and after the time at which

such offer shall have been extended, and accepted by such employee, and subject to the terms and conditions thereof.

1.5 Option to Purchase Real Property. Buyer shall have the separate option to purchase the real property located at 1812 Davie Avenue, Statesville, North Carolina 28677, excluding the tower located thereon, for the sum of One Hundred Fifty Thousand Dollars \$150,000.00 at any time from Closing until 3 years after Closing, with such Option expiring after such 3 year period has run (the “Option”). If Buyer timely exercises the Option, the Parties shall enter into a separate agreement for the purchase contemplated thereby and shall in good faith work to finalize such agreement in a form and on a timeline satisfactory to both buyers in their reasonable business judgment.

ARTICLE 2. PURCHASE PRICE

2.1. Purchase Price. 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 sum of Three Hundred Twenty Five Thousand Dollars (\$325,000.00), subject to adjustments pursuant to Section 2.2 (“Purchase Price”). The Purchase Price shall be paid by certified or cashier’s check or wire transfer of immediately available funds by Buyer to Seller pursuant to wire instructions to be provided to Buyer prior to Closing, as follows:

(a) Concurrently with the Effective Date of this Agreement, Buyer agrees to deliver to Seller the sum of Twenty Five Thousand Dollars (\$25,000.00) as an earnest money deposit, which shall be credited toward the Purchase Price at Closing (the “Earnest Money Deposit”).

(b) To the extent the Closing has not occurred by the 90th day after the Effective Date of this Agreement, Buyer agrees to deliver to a third-party escrow agent (the “Escrow Agent”), agreed to by both parties in writing in the form attached hereto as **Exhibit 1**, the sum of Three Hundred Thousand Dollars (\$300,000.00), which shall be credited toward the Purchase Price at Closing (the “Escrow Payment”).

2.2. Prorations and Adjustments. The business and control of the Stations until 12:01 a.m. on the day of Closing (“Adjustment Time”) shall be for the account of Seller and thereafter for the account of Buyer. Except as may be provided for in the Time Brokerage Agreement, all of the Stations’ expenses shall be prorated between Seller and Buyer as of the Adjustment Time in accordance with generally accepted accounting principles, and the Purchase Price shall be adjusted accordingly. Such prorations shall include all property taxes (except for transfer taxes, which shall be paid exclusively by Buyer), business and license fees, music and other license fees, utility expenses, all amounts under Contracts, and all prepaid and deferred items.

2.3. Allocations. Buyer and Seller shall allocate the Purchase Price to the Station Assets acquired hereunder in a manner which complies with Section 1060 of the Internal Revenue Code of 1986, as amended to the date hereof, as set forth in Schedule 2.3.

ARTICLE 3. CLOSING; FCC APPLICATION

3.1. Closing. The consummation of the transactions contemplated herein (the “Closing”) shall take place on a mutually acceptable date within ten (10) calendar days after the date that the FCC Consent (defined below) to the assignment of licenses is granted pursuant to the FCC’s initial order and becomes a Final Order (defined below), provided, however, that Buyer may waive the requirement that the FCC Consent become a Final Order prior to the Closing, and provided, further, in either case, assuming the satisfaction or waiver of the other conditions set forth in Articles 8 and 9 below, and even further, Closing shall not be required until at least the 90th calendar day after the Effective Date of this Agreement. The date on which the Closing is to occur is referred to herein as the “Closing Date.” For purposes of this Agreement, a “Final Order” means a decision by the FCC or a court of competent jurisdiction, as modified or supplemented upon reconsideration or review by the FCC or a court of competent jurisdiction, that is no longer subject to reconsideration or review by the FCC or a court of competent jurisdiction because the time periods for seeking such reconsideration or review under applicable law and government regulation have expired without any such request for reconsideration or review having been filed.

3.2. FCC Application. Within ten (10) calendar days from the execution of this Agreement Buyer and Seller shall jointly file an application with the FCC (“FCC Application”), requesting the FCC’s written consent to the assignment of the FCC Authorizations from Seller to Buyer. The Parties shall diligently take all steps necessary, proper, or desirable to expedite the prosecution of the FCC Application to a favorable conclusion. Each Party shall promptly provide the other with a copy of any pleading, order, or other document served on it relating to its respective FCC Application. The written consent to the FCC Application by initial order of the FCC is referred to herein as the “FCC Consent.”

3.3 Assignment of Contracts. To the extent that the transfer or assignment hereunder by Seller to Buyer of any Contract is not permitted or is not permitted without the consent or approval of another person, any such Contract shall not be assigned by Seller to Buyer at Closing if such consent or approval is not given or obtained by the Closing or if such agreement at Closing otherwise would constitute a breach thereof or constitute a loss of benefits thereunder. Seller and Buyer shall use commercially reasonable efforts to obtain any and all such third-party consents or approvals under all Contracts; provided, however, that neither Seller nor Buyer shall be required to pay or incur any cost or expense to obtain any third-party consent or approval that it is not otherwise required to pay or incur in accordance with the terms of the applicable Contract, except for usual and customary legal fees and expenses. If any such third-party consent or approval for the assignment or transfer of a Contract is not obtained before the Closing, Seller shall cooperate with Buyer in any reasonable arrangement designed to provide for Buyer after the Closing the benefits intended to be assigned to Buyer under the applicable Contract. Enforcement of any and all rights of Seller against the other party thereto arising out of the breach thereof by such other party or otherwise prior to the Closing shall be at the cost of Seller. Enforcement of any and all rights of Seller against the other party thereto arising out of the breach thereof by such other party or otherwise after the Closing shall be at the cost of Buyer but only to the extent that Buyer has enjoyed the full benefits of such Contract as if such consent, waiver or approval had been obtained. Buyer shall indemnify and hold harmless Seller for any costs, expenses, or liabilities (including legal fees and expenses) incurred by it in connection with the enforcement of such Contract at the request of Buyer. Upon receipt of any such third-party consent or approval after Closing, the

applicable Contract shall be automatically assigned to, and assumed by, Buyer on the terms hereof without further action by Buyer or Seller.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

4.1. Organization. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina. Seller has the requisite power and authority to own and operate the Stations, to conduct the business of the Stations as is now conducted, and to execute, deliver and perform the transactions contemplated in this Agreement and the documents to be made pursuant hereto.

4.2. Authority. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Seller and do not require any further authorization or consent of Seller. This Agreement and the documents to be made pursuant hereto are legal, valid, and binding agreements of Seller enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization, or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.3. No Conflicts, Defaults. The execution, delivery and performance of this Agreement by Seller and the documents to be made pursuant hereto does not or will not: (a) conflict with any organizational documents of Seller, law, judgment, order, or decree to which Seller, the Stations, or the Assets are subject; (b) require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent and counter-party consent to assign certain Contracts and Real Estate Leases; (c) constitute or result in a breach of or default (or an event which with notice or lapse of time, or both, would constitute a default) under, or result in the termination or suspension of, or accelerate the performance required by, or result in a right of termination, cancellation, or acceleration of any contract, or any other material agreement, indenture, covenant, instrument, license, or permit by which Seller is bound; or (d) result in the creation or imposition of any lien, charge or encumbrance against the Stations or the Assets, other than Permitted Liens.

4.4. FCC Authorizations. Seller is the holder of the FCC Authorizations as set forth on **Schedule 1.1(a)**. The FCC Authorizations constitute all of the licenses and authorizations required under the Communications Act of 1934, as amended ("*Communications Act*"), or the rules, regulations, and published policies of the FCC ("*FCC Rules*") for, and used in the operation of, the Stations. The FCC Authorizations are in full force and effect and have not been revoked, suspended, cancelled, rescinded, or terminated and have not expired. The Stations are operated in material compliance with all governmental authority including the Communications Act, and all applicable FCC Rules. There is not now pending or threatened, any action by or before the FCC or any other body to revoke, cancel, rescind, modify, or refuse to renew any of the FCC Authorizations or other permits, and Seller has not received any notice of any pending, issued or outstanding order by or before the FCC or any other body, or of any investigation, order to show

cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against the Stations or Seller.

4.5. Tangible Personal Property. Seller is the owner of all of the owned Tangible Personal Property set forth on **Schedule 1.1(b)** hereto, or has a valid leasehold interest in the leased Tangible Personal Property set forth thereon. The Tangible Personal Property is in good operating condition and repair, ordinary wear and tear excepted, is functioning in the manner and purposes for which it was intended, and has been maintained in accordance with industry standards.

4.6. Contracts. **Schedule 1.1(c)** is a list of all of the Contracts related to the operation of the Stations. Each of the Contracts is in effect and is binding upon the parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Seller has performed its obligations under each of the Contracts to which it is a party in all material respects, and is not in material default thereunder, and to Seller's knowledge, no other party to any of the Contracts is in default thereunder in any material respect.

4.7. Intangible Property. Seller has a right, title and interest in and to the Intangible Property described on **Schedule 1.1(d)** as being held by it. No Intangible Property is the subject of any pending, or, to Seller's knowledge, threatened legal proceedings claiming infringement or unauthorized use.

4.8. Real Property.

(a) **Schedule 1.1(f)** lists the Real Estate Leases, which is all of the real property leased to Seller and used or held for use primarily in connection with the Stations. Seller has good leasehold title to its interests in the Real Estate Leases, free and clear of all Liens, except for Permitted Liens. With respect to the Real Estate Leases, Seller is in peaceable possession under each such Real Estate Leases to which it is a party.

(b) To Seller's knowledge, all of the Owned Real Property has access to public roads or streets, and all utilities and services necessary for the proper and lawful conduct in all material respects and operation of the Stations as now conducted by Seller. There do not exist any actual or, to the knowledge of Seller, threatened condemnation or eminent domain proceedings, planned public improvements, annexation, special assessments, zoning or subdivision changes, or other adverse claims affecting any of the Owned Real Property.

(c) To Seller's knowledge: (i) there is no private restrictive covenant or governmental use restriction (including zoning) on all or any portion of the Owned Real Property that prohibits or materially interferes with the current use by Seller of the Owned Real Property; and (ii) all material permits required for the occupancy and operation of the Owned Real Property as presently being used by Seller have been obtained and are in full force and effect in all material respects, and, as of the date hereof, Seller has not received any notices of material default or material violations in connection with such items. All Improvements located on the Owned Real Property (A) are in adequate condition and repair (ordinary wear and tear excepted); and (B) are adequate to operate in all material respects the Station as presently operated by Seller.

4.9. Taxes. Seller has filed all federal, state, local or foreign income, franchise, sales, use, property, and other tax returns and forms pertaining to the Assets to be transferred hereunder. There is no pending or threatened investigation or claims against Seller for or relating to any liability in respect of taxes.

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

4.11. Compliance with Law; No Litigation. Seller has complied and is in compliance in all material respects with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees, or orders of any court or of any foreign, federal, state, municipal, or other governmental authority which are applicable to the Stations or the Assets. There is no action, suit, or proceeding pending or, to Seller's knowledge, threatened against Seller with respect to the Stations or the Assets. To Seller's knowledge, there are no claims or investigations pending or threatened against Seller with respect to the Stations or the Assets.

4.12. Environmental. Seller has not received any notice of any pending administrative or judicial investigation, proceeding, or action with respect to violations, alleged or proven of Environmental Laws (as defined below) by Seller involving the Owned Real Property or any Real Estate Leases. To Seller's knowledge, there have not been and are not now any solid waste, hazardous waste, hazardous substances, toxic substances, toxic chemicals, pollutants, or contaminants, which require remediation, or leaking underground storage tanks, on or under any of the Owned Real Property or Real Estate Leases. The term "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (Oct. 17, 1986); Title I to the Resource Conservation and Recovery Act, 42 U.S.C. 6991-6991(i); §§ 307 and 311 of the Clean Water Act, 33 U.S.C. § 1251 – 1387; the Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 – 1364; the Clean Air Act, 42 U.S.C. § 7401, et seq.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

5.1. Organization. Buyer is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of its organization and is qualified to do business in the State of North Carolina. Buyer has the requisite power and authority to execute, deliver and perform the transactions contemplated in this Agreement and the documents to be made pursuant hereto.

5.2. Authority. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Buyer and does not require any further authorization or consent of Buyer. The Agreement and the documents to be made pursuant hereto are legal, valid, and binding agreements of Buyer enforceable in accordance with their respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization, or other similar laws

affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

5.3. FCC Qualification. Buyer is legally, financially, and otherwise qualified under the Communications Act and the rules, regulations, and policies of the FCC to hold the FCC Authorizations. Acquisition of the FCC Authorizations by Buyer complies with the Communications Act and the rules, regulations, and policies of the FCC.

5.4. Facilities. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto does not conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent.

5.5. No Conflicts. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto does not conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent.

5.6. No Litigation. There is no action, suit, or proceeding pending or, to Buyer's knowledge, threatened against Buyer affecting Buyer's qualification to hold an FCC license or ability to purchase and acquire the Assets.

5.7. Brokers. There is no broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action by Buyer.

5.8. Disclosure. No provision of this Agreement relating to Buyer contains any untrue statement of a material fact or omits or will omit to state a material fact necessary to make such representation or warranty or any such statement not misleading to Seller.

5.9. Loss of Current Station Facilities. Buyer expressly acknowledges that the real property on which the Stations' broadcast facilities are currently located may be sold at any time prior to or after Closing, and that in the event of loss of such current broadcast facilities Buyer may need to either move the Stations' broadcast facilities to a new location or enter into a separate agreement to maintain the current facilities' location, and that any such move or separate agreement will be Buyer's sole responsibility and expense.

ARTICLE 6. COVENANTS OF SELLER

Seller covenants and agrees that from the date hereof until the completion of Closing:

6.1. Operation of the Business.

(a) Seller shall continue to carry on the business of the Stations in the ordinary course consistent with past practice and keep all books and accounts, records, and files in the usual and ordinary manner.

(b) Seller shall operate the Stations in material compliance with the terms of the FCC Authorizations and in compliance with the Communications Act, FCC Rules, regulations and published policies, all other applicable laws, rules and regulations and in accordance with good engineering practices and shall maintain the FCC Authorizations in full force and effect without adverse modification.

(c) Seller shall keep the Tangible Personal Property in good operating condition (ordinary wear and tear excepted) and repair and maintain adequate and usual supplies, spare parts, and other materials as have been customarily maintained in the past, and otherwise preserve intact the Assets and maintain in effect current insurance policies with respect to the Stations and Assets.

(d) Prior to the Closing Date, Seller shall not without Buyer's prior written consent:

(i) Modify any of the FCC Authorizations;

(ii) Sell, lease, transfer, or agree to sell, lease, or transfer, any of the Assets except for non-material sales or leases in the ordinary course of business of items which are replaced by assets of comparable or superior kind, condition, and value;

(iii) Renew, amend, or terminate any Contract or Real Estate Lease, or enter into any new contract or lease with respect to the Stations in any manner that will be binding upon Buyer or the Stations after Closing (except that Seller's affiliated company, Iredell Property Group, LLC, may sell the real property constituting the location of the Stations' current broadcast facilities, 1117 Radio Road, Statesville, NC 28677, at any time, whether before or after Closing); or

(iv) Create, assume or permit to exist any Liens on the Assets, except for Permitted Liens.

6.2. Consents. Seller shall use commercially reasonable efforts to obtain (and Buyer shall reasonably cooperate with Seller to obtain) any third-party consents necessary to assign the Contracts and/or Real Estate Leases to Buyer, including, but not limited to, the Required Consents (as defined below).

6.3 Access. Between the date hereof and the Closing Date, Seller will afford Buyer reasonable access to the Stations and the Assets. Buyer, at its sole expense, shall be entitled to make such engineering and other inspections of the Assets as Buyer may desire, so long as such inspection would not unreasonably interfere with the operation of the Stations.

ARTICLE 7. JOINT COVENANTS

7.1. Operation of the Stations. Concurrent to the execution of this Agreement, Seller and Buyer shall enter into the Time Brokerage Agreement. Prior to Closing, Seller and Buyer shall operate the Stations pursuant to the Time Brokerage Agreement.

7.2. Confidentiality. Subject to requirements of applicable law and confidentiality obligations in that certain Time Brokerage Agreement, Seller and Buyer (and their respective officers, employees, agents and representatives, including, without limitation, attorneys, accountants, consultants and financial advisors (collectively, (“*Representatives*”))) shall each keep confidential all information obtained by it with respect to the other Party hereto in connection with this Agreement and the negotiations preceding this Agreement (“*Confidential Information*”); provided that, either Party hereto may furnish such Confidential Information to its Representatives who need to know such Confidential Information; provided further, that such Party shall be responsible for all actions or omissions of such Representatives with regard to such Party’s Representatives’ breach of this Section. Each Party hereto shall, and shall cause each of such Party’s Representatives to, use the Confidential Information solely in connection with the transactions contemplated by this Agreement, and not for any competitive purpose or advantage detrimental to the other Party hereto or any of its affiliates. If this Agreement is terminated, Buyer shall deliver, and cause its Representatives who obtain confidential information to deliver to Seller all such confidential information that is written (including copies or extracts thereof), whether such confidential information was obtained before or after the execution hereof and shall continue to preserve, and shall use its reasonable efforts to cause its officers, employees, agents and representatives to continue to preserve, the confidentiality of all such information.

7.3. Control. This Agreement shall not be consummated until after the Commission has given its written consent thereto, and between the Effective Date of this Agreement and the Closing Date, Buyer shall not directly or indirectly control, supervise, or direct, or attempt to control, supervise, or direct, the operation of the Station. Such control shall be the sole responsibility of the Seller.

7.4. Announcements. Prior to Closing, no Party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such Party is so obligated by law.

ARTICLE 8. CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement are, at Buyer’s option, subject to the fulfillment of the following conditions prior to or on the Closing Date:

8.1. Representations, Warranties, and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing except for changes permitted by the terms of this Agreement. The obligations to be performed by Seller at or prior to Closing shall have been performed in all material respects. Seller shall have furnished Buyer with a certificate, dated as of the Closing Date and duly executed by an officer

authorized on behalf of Seller to give such a certificate, to the effect that such conditions have been satisfied.

8.2. Liens. All Liens, other than Permitted Liens, shall have been released, as evidenced by payoff letters from any party holding a Lien to be released at the Closing, and releases or UCC termination statements sufficient to terminate Liens on the Assets acquired at Closing.

8.3. Consents. The Required Consents shall have been obtained. For purposes of this Agreement, “Required Consents” are identified as such in **Schedule 1.1(c)** and **Schedule 1.1(f)**.

8.4. Proceedings. Seller shall not be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated herein.

8.5. FCC Consent. The FCC Consent shall have been granted and, unless waived by Buyer, the FCC Consent shall become a Final Order.

8.6. Deliveries. Seller shall have complied with its obligations set forth in Section 10.1.

ARTICLE 9. CONDITIONS TO THE OBLIGATIONS OF SELLER

The obligations of Seller under this Agreement are, at its option, subject to the fulfillment of the following conditions prior to or on the Closing Date:

9.1. Representations, Warranties, and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing except for changes permitted by the terms of this Agreement. The obligations to be performed by Buyer at or prior to Closing shall have been performed in all material respects. Buyer shall have furnished Seller with a certificate, dated as of the Closing Date and duly executed by a person authorized on behalf of Buyer to give such a certificate, to the effect that such conditions have been satisfied.

9.2. Proceedings. Buyer shall not be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated herein.

9.3. FCC Consent. The FCC Consent shall have been granted.

9.4. Deliveries. Buyer shall have complied with its obligations set forth in Section 10.2.

ARTICLE 10. CLOSING DELIVERIES

10.1. Deliveries by Seller. At the Closing, Seller shall deliver to Buyer the following:

(a) An Assignment and Assumption of FCC Authorizations assigning the FCC Authorizations to Buyer;

- (b) A Bill of Sale transferring title to the Tangible Personal Property and Intangible Property to Buyer;
- (c) An Assignment and Assumption of Contracts assigning the Contracts to Buyer;
- (d) The Required Consents;
- (e) The Certificate of Seller referred to in Section 8.1;
- (f) If applicable, a joint notice to the Escrow Agent directing the Escrow Agent to release the Earnest Money Deposit to Seller as payment of a portion of the Purchase Price;
- (g) A customary estoppel certificate signed by the landlord under each Real Estate Lease confirming certain matters with respect to the Lease;
- (h) A non-competition agreement executed by Mark Sanger and Buyer, a form of which is attached hereto as **Exhibit 2**; and
- (i) Any other documents and instruments of conveyance, assignment, and transfer that may be reasonably necessary to sell, assign, transfer, convey, or otherwise provide good and marketable title in and to the Assets to Buyer free and clear of Liens, except for Permitted Liens.

10.2. Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller the following:

- (a) An Assignment and Assumption of FCC Authorizations assuming the FCC Authorizations from Seller;
- (b) An Assignment and Assumption of Contracts assuming the obligations under the Contracts from Seller;
- (c) The Certificate of Buyer referred to in Section 9.1;
- (d) Either the remainder of the Purchase Price in immediately available wire transferred funds as provided in Section 2.1, or, if applicable, joint notice to the Escrow Agent directing the Escrow Agent to release the Escrow Payment to Seller as payment of the remaining portion of the Purchase Price due from Buyer; and
- (e) Any other documents and instruments of assumption that may be reasonably necessary to purchase and acquire the Assets and to assume the Assumed Obligations.

ARTICLE 11. SURVIVAL

The representations and warranties in this Agreement shall expire one (1) year after the Closing ("Survival Period"), except as otherwise expressly stated herein. The covenants and agreements in this Agreement, and indemnification obligations with respect to such provisions, shall survive Closing until performed. No claim may be brought under this Agreement unless

written notice describing in reasonable detail the nature and basis of such claim is given to the party against whom the claim is to be asserted on or prior to the earlier of the last day of the Survival Period or expiration of the applicable statute of limitations. In the event such notice is given, the right to indemnification with respect thereto shall survive the Survival Period until such claim is finally resolved and any obligations thereto are fully satisfied. Any investigation by or on behalf of any Party hereto shall not constitute a waiver as to enforcement of any representation, warranty, covenant or agreement contained herein.

ARTICLE 12. TERMINATION AND REMEDIES

12.1. Termination. This Agreement may be terminated prior to Closing as follows:

(a) By mutual written consent of all Parties;

(b) By written notice of Buyer to Seller if Seller:

(i) does not perform the obligations to be performed by it under this Agreement on the Closing Date and such breach or default is not cured within thirty (30) calendar days ("Cure Period") after Seller receives notice of such breach or default from Buyer; or

(ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period after Seller receives written notice of such breach or default from Buyer.

(c) By written notice of Seller to Buyer if Buyer:

(i) does not perform the obligations to be performed by it under this Agreement on the Closing Date and such breach or default is not cured within the Cure Period after Buyer receives notice of such breach or default from Seller; or

(ii) otherwise breaches in any material respect any of its representations or warranties, or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period after Buyer receives written notice of such breach or default from Seller.

(d) By written notice of one Party to the other if the FCC denies the FCC Application or if there is any law that prohibits the consummation of the transactions contemplated in this Agreement, provided, however, that the right to terminate this Agreement under this Section 12.1(d) shall not apply to any Party whose action or inaction shall have been a cause for such dismissal or prohibition; or

(e) By written notice of one Party to the other if Closing does not occur within twelve (12) months after the date of this Agreement, except if the sole reason Closing has yet to occur is that the parties have not received the Final Order from the FCC, in which case the Parties will negotiate in good faith to set a reasonable termination date in the event a Final Order is not issued over the ensuing time period.

Termination of this Agreement shall not relieve any Party of any liability it would otherwise have for a breach or default under this Agreement.

12.2. Earnest Money Deposit In Event of Termination. In the event that this Agreement is terminated by Seller and Buyer pursuant to Section 12.1(a), Seller pursuant to Section 12.1(c), or either Party pursuant to Sections 12.1(d) or (e), Seller shall be entitled to keep the Earnest Money Deposit.

12.3. Indemnification.

(a) Following the Closing, Seller shall indemnify, defend and hold harmless Buyer with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities, and expenses (including interest, penalties, court costs, and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon, or incurred by Buyer directly or indirectly relating to or arising out of: (i) the breach by Seller of any of its representations, warranties, or certifications made in or pursuant to, or failure by Seller to perform any of its covenants, conditions, or agreements set forth in this Agreement or any other transaction documents; or (ii) the Retained Liabilities.

(b) Following the Closing, Buyer shall indemnify, defend, and hold Seller harmless with respect to any and all Damages asserted against, resulting from, imposed upon, or incurred by Seller directly or indirectly relating to or arising out of: (i) the breach by a Buyer of any of its representations, warranties, or certifications made in or pursuant to, or failure by a Buyer to perform any of its covenants, conditions, or agreements set forth in this Agreement or any other transaction document; or (ii) the Assumed Obligations.

(c) If any Party (the "Indemnitee") receives notice or otherwise obtains knowledge of any matter with respect to which another Party (the "Indemnifying Party") may be obligated to indemnify the Indemnitee under this Section 12.3, then the Indemnitee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnitee in connection therewith; provided that no failure or delay in the giving of such notice shall affect the Indemnitee's rights under this Section 12.3 except to the extent that such failure or delay has materially prejudiced the Indemnifying Party's ability to defend the matter in question.

(d) If the Indemnifying Party is entitled to and does elect to assume the defense of any matter pursuant to Section 12.3(c) and conducts such defense in a reasonably vigorous manner, then (i) the Indemnitee, at the Indemnifying Party's expense, shall fully cooperate as reasonably requested by the Indemnifying Party in the defense of such matter, (ii) the Indemnifying Party shall keep the Indemnitee informed of all material developments and events relating to such matter, (iii) the Indemnitee shall have the right to participate, at its own expense, in the defense of such matter, and (iv) except with the prior written consent of the Indemnitee, the Indemnifying Party will not, in the defense of such matter, consent to the entry of any judgment (other than a judgment of dismissal on the merits without cost), or enter into any settlement, that does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnitee of a release from all Damages in respect of such matter.

(e) Any representation, warranty, or certification that is specifically identified in a written claim for indemnification delivered within the period herein provided shall survive until the claim in question is either settled or finally adjudicated.

ARTICLE 13. GENERAL PROVISIONS

13.1. Risk of Loss. The risk of loss of or damage to any of the Assets shall remain with Seller at all times until 12:01 a.m. local time on the day of Closing, and Buyer shall bear such risk on and after the Closing Date. In the event of any casualty loss or similar damage to any Asset (“*Damaged Asset*”) prior to the Closing Date that remains unrepaired or has not been replaced (other than a Damaged Asset that was obsolete and unnecessary for the continued operation of the Stations) by the date on which the Closing would otherwise occur under this Agreement, then the proceeds in respect of such loss or damage under any insurance covering such Damaged Asset (“*Proceeds*”) shall be assigned to Buyer at Closing. In the event that the Proceeds are insufficient to fully repair or replace a Damaged Asset, then Buyer will be entitled, but not obligated, to accept the Damaged Assets in their then-current conditions and will receive a reduction in the Purchase Price in an amount equal to the difference between the reasonably estimated amount necessary to repair or replace the Damaged Assets to a reasonable operating condition and the amount of any unused Proceeds and payment of any related deductible amount. If Buyer elects to accept Damaged Assets at a reduced Purchase Price, then Buyer shall be deemed to have waived any breach of the representations, warranties, or covenants set forth in this Agreement with respect to such loss or damage. Notwithstanding the foregoing, Buyer shall not be entitled to receive a reduction in the Purchase Price for Damaged Assets in the event that such loss or damage occurs as a result of Buyer’s operation of the Stations pursuant to the Time Brokerage Agreement.

13.2. 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. All fees related to the FCC Application under Section 3.2 of this Agreement shall be shared equally between Buyer and Seller.

13.3. Further Assurances. Each Party shall execute all such instruments and take all such actions as any other Party may reasonably request, without payment of further consideration, to effectuate the transactions contemplated by this Agreement, including without limitation the execution and delivery of confirmatory and other transfer documents in addition to those to be delivered at Closing.

13.4. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, legal representatives, successors, and permitted assigns. This Agreement and any rights or obligations hereunder may be assigned by Buyer or Seller only with the prior written consent of the other Party, which shall not be unreasonably withheld.

13.5. Notices. Any notice, request, demand, or other communication required or permitted under this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery, confirmed delivery by a nationally recognized overnight courier service, or on the third (3rd) day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any Party may request by written notice provided to the other Party):

If to Buyer, then to:

Real Talk Studios, LLC
Attn: Justin A. Ckezepis
18067 W. Catawba Avenue, Suite 204
Cornelius, North Carolina 28031

If to Seller, then to:

Iredell Broadcasting, Inc.
Attn: Mark Sanger
1117 Radio Road
Statesville, North Carolina 28677

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

BrooksPierce, LLP
Attn: Patrick Cross
150 Fayetteville Street, Suite 1700
Raleigh, North Carolina 27601
pcross@brookspierce.com

13.6. Amendments and Waivers. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the Party against whom enforcement of such amendment, waiver, or consent is sought.

13.7. Entire Agreement. The provisions of the Time Brokerage Agreement and the related definitions (unless otherwise specified herein) are incorporated by reference herein and shall be deemed to have the same force and effect as if set forth in full herein. This Agreement and the Schedules and Exhibits hereto, and the Time Brokerage Agreement, constitute the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof, and supersede all prior agreements and understandings with respect to the subject matter hereof. Neither this Agreement nor any term or provision hereof may be altered or amended in any manner except by an instrument in writing signed by the party against whom the enforcement of any such change is sought.

13.8. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then, so long as no Party is deprived of the benefits of this Agreement in any material respect, 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.

13.9. Governing Law; Venue. The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of North Carolina (exclusive of those relating to conflicts of laws). Any action at law, suit in equity, or judicial proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, or any provision hereof, shall be litigated only in the state courts of or federal courts located in the State of North Carolina. The Parties hereby irrevocably consent to the personal

and subject matter jurisdiction of such courts and waive any right to transfer or change the venue of any litigation between them.

13.10. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. This Agreement may be signed and exchanged by email transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.


[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

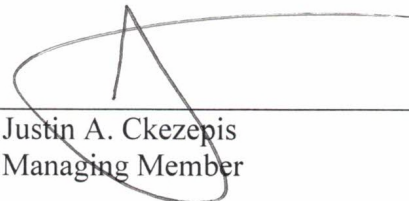
SELLER:

IREDELL BROADCASTING, INC.

By: 
Mark Sanger
CEO and President

BUYER:

REAL TALK STUDIOS, LLC

By: 
Justin A. Ckezepis
Managing Member