

ASSIGNMENT AGREEMENT

This Assignment Agreement (“Agreement”) is entered into this 18th day of January, 2024, by and between COPPER MOUNTAIN BROADCASTING COMPANY, a California corporation (“Assignor”) and WILLIAM K. WATSON and SERGIO HERRERA, residents of the State of California d/b/a WKW Broadcasting (“Assignee”). The parties hereto shall be known as the “Parties” collectively and a “Party” in the singular.

W I T N E S S E T H

WHEREAS, Assignor is the licensee of FM radio station KKCM (FM), Thermal, California, Facility ID# 16771 (the “Station”). Assignor is also the licensee of FM radio station KXCM (FM), Joshua Tree, California which is not represented by this transaction;

WHEREAS, by this Agreement, Assignee will acquire certain of the Station’s assets, tangible and intangible, used and useful (the “Assigned Assets”) described in Exhibit 1 attached hereto and incorporated herein by reference, and Assignor shall sell, assign and transfer the same to Assignee; and

WHEREAS, Assignor and Assignee shall not consummate this Agreement and the FCC Licenses of the Station shall not be transferred or assigned until such time as the Federal Communications Commission (“FCC”) has granted its consent and approval to such assignment.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties, intending to be legally bound agree as follows:

1. Assigned Assets: Without limitation and as applicable, the Assigned Assets shall include:

(a) All FCC Licenses, authorizations, and applications of Assignor which pertain to the Station, a list of which is included at Exhibit 1(a) attached hereto and included herein by reference;

(b) Broadcast equipment (which for the purposes of the transaction contemplated herein shall be considered “Tangible Personal Property”) a list of which is included at Exhibit 1(b) attached hereto and included herein by reference;

(c) All files, records, and logs pertaining to the operation of the Station including the those maintained via the FCC’s Online Public Information File (“OPIF”) system; and

2. Excluded Assets: Notwithstanding anything to the contrary contained herein, the Assigned Assets shall not include those assets or rights listed in Exhibit 2 (the “Excluded Assets”).

3. Assumed Liabilities: Except as detailed in Exhibit 3 hereto, Assignor assumes no liabilities of Assignor stemming from operations of the Station prior to the Closing Date.

4. Consideration:

(a) In consideration for the assignment and conveyance of the Purchased Assets, Assignee has agreed to advance payment of those overdue Fees and debts owed by Assignor to the FCC and/or the US Treasury associated with the operations of the Station as detailed at Exhibit 3,

and Assignor has agreed to reimburse Assignee for such payments, by evidence of the delivery of a Secured Promissory Note ("Note") substantially in the form of Exhibit 4 attached hereto which will be itemized and finalized at Closing.

(b) Additionally, Assignee has agreed to forgive Assignor's accumulated fees associated with Assignee's provision of engineering services at such time as Assignor's obligations pursuant to the Note have been fully performed and discharged.

5. Prorations: The Parties agree to prorate all expenses arising out of the operation of the Station which are incurred, accrued, or payable, as of 11:59 p.m. local time of the day preceding the Closing. The prorations shall, as far as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within thirty (30) days after the Closing Date.

6. Purchase Price Allocation: The Purchase Price shall be paid and allocated as set forth in Exhibit 5 attached hereto and incorporated herein by reference.

7. Closing: This transaction shall consummate (the "Closing") within five (5) business days after the grant of the Assignment Application (the "Closing Date"), at a place and time mutually agreeable to the Parties, or at some other date, place and time that is mutually agreeable to the Parties following FCC staff grant of the Assignment Application.

8. FCC Application.

(a) Within five (5) business days after the date of this Agreement, each Party shall prepare, execute and submit its respective portion of an application to be filed at the FCC for consent to the assignment of the FCC Licenses from Assignee to Assignor ("Assignment Application"), as well as all information, data, exhibits, resolutions, statements, and other materials necessary and proper in connection with such Assignment Application. Each Party further agrees expeditiously to prepare amendments to the Assignment Application whenever such amendments are required by the Communications Act of 1934, as amended, and the rules and published policies of the FCC promulgated thereunder (collectively, "Communications Laws"). The Parties shall prosecute the Assignment Application with all reasonable diligence and otherwise use commercially reasonable efforts to obtain the grant of the Assignment Application as expeditiously as reasonably practicable (but no Party shall have any obligation to satisfy complainants or the FCC by taking any steps that would have a material adverse effect on the results of operations of a Party or any affiliated entity, unless a failure to take such action would constitute or perpetuate a breach of such Party's representations, warranties or covenants herein).

(b) Neither Assignee nor Assignor shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of materially delaying the grant of the Assignment Application. Each Party agrees to comply with any condition imposed on it by the FCC; provided, however, that no Party shall be required hereunder to comply with any condition that would have a material adverse effect on the results of operations of such Party or any affiliated entity, unless the absence of such compliance would constitute or perpetuate a breach of such Party's representations, warranties or covenants herein. If reconsideration or judicial review is sought with respect to the Assignment Application, the Party affected shall vigorously oppose such efforts for reconsideration or judicial review; provided, however, such Party shall not be required to take any action that would have a material adverse effect on the results of operations of such Party or any affiliated entity.

(c) Either Party at its option may terminate this Agreement upon five (5) business days' prior written notice to the other Party, and without liability to the other Party, if the FCC has not granted the Assignment Application by the twelve (12) month anniversary of the date hereof, provided that the failure to obtain the FCC's consent to the Assignment Application shall not have been due to the action or inaction of the Party seeking to exercise such termination right. In addition, either Party may at its option terminate this Agreement upon five (5) business days' prior written notice to the other Party in the event that the FCC should designate a hearing regarding the transaction proposed herein, and such termination shall be without liability to the other Party unless the designation of such hearing is the result of the breach of any representation, warranty or covenant contained herein by the terminating party. In the event of termination pursuant to this Section 8(c), each Party shall bear its own expenses.

9. Representations and Warranties of Assignor. With the exception of Assignor's unpaid FCC fees, which will be satisfied as a condition precedent to Closing, Assignor represents and warrants to Assignee that:

(a) Organization and Standing. Assignor is now and on the Closing Date, shall be a corporation, validly formed, and in good standing under the laws of the State of California and licensed to do business in the State of California.

(b) Authorization. All necessary action to approve the execution, delivery, and performance of this Agreement and the consummation of the transaction represented herein has been taken by Assignor as evidenced by Corporate Resolutions passed unanimously during a special meeting held November 13, 2023, and this Agreement constitutes a valid and binding agreement of Assignor enforceable in accordance with its terms.

(c) Licenses. From the Date hereof through the Closing Date, Assignor is and will be the holder of the FCC Licenses as listed in Exhibit 1(a), attached hereto. The FCC Licenses are now and on the Closing Date will be in full force and effect.

(d) FCC Actions. Assignor has received no notice of and has no knowledge of any pending, issued, or outstanding order by or before the FCC, or any threatened investigation, Order to Show Cause, Notice of Violation, Notice of Apparent Liability, Notice of Forfeiture, or material complaint against the Station or Assignor. In the event of the occurrence of any such action, or the filing or issuance of any such order, notice, or material complaint, or Assignor's learning of the threat thereof, Assignor shall notify Assignee of same in writing within five (5) business days of such event and shall take all reasonable measures to contest in good faith or seek removal or rescission of such action, order, notice, or complaint.

(e) Personal Property. All of the Tangible Personal Property to be acquired by Assignee is listed and described in Exhibit 1(b), attached hereto. Assignor now has, and on the Closing Date shall have, good, valid, and marketable title to the Tangible Personal Property free and clear of all mortgages, liens, charges, claims, pledges, security interests, and encumbrances whatsoever other than Permitted Encumbrances.

(f) No Other Obligations; No Undisclosed Liabilities. Assignor has no legal obligation, absolute or contingent, to any other person or firm to sell, assign, or transfer the Assigned Assets (whether through a merger, reorganization or sale of stock or otherwise) or to enter into any

agreement with respect thereto. To the knowledge of Assignor, there are no liabilities or obligations of Assignor with respect to any Station that will be binding upon Assignee after the Closing Date.

(g) Taxes. Other than as disclosed herein, (a) Assignor has paid all taxes required to be paid with respect to the Station; (b) there are no pending or, to the best knowledge of Assignor, threatened, investigations or claims against Assignor for or relating to any liability in respect of taxes and, to the best knowledge of Assignor, no facts or circumstances exist which indicate that any such investigations or claims in respect of taxes may be brought or are under discussion with any governmental authorities; and (c) all taxes required to be withheld by Assignor on or before the date hereof have been withheld and paid when due to the appropriate agency or authority.

(h) No Other Representations. Assignor disclaims any and all other representations and warranties (express or implied, oral or written), except as expressly set forth in this Section 9. Assignee specifically acknowledges that Assignor shall not be deemed to have made, and Assignee is in no way relying upon, any representation or warranty not expressly set forth in this Section, including with respect to materials, if any, previously delivered or made available to Assignee concerning the Assigned Assets.

10. Representations and Warranties of Assignee. Assignee represents and warrants to Assignor that:

(a) Organization and Standing. Assignee is now and upon the Closing Date shall be a general partnership entitled to do business in the State of California.

(b) Authorization. All necessary action to approve the execution, delivery, and performance of this Agreement and the consummation of the transaction represented herein has been taken by Assignee, and this Agreement constitutes a valid and binding agreement of Assignee enforceable in accordance with its terms.

(c) Absence of Restrictions. No un-waived contract, agreement, or other instrument or condition now exists or on the Closing Date will exist which restricts, limits, or in any manner affects any aspect of this Agreement or the transaction contemplated hereby. The execution, delivery, and performance of this Agreement and the transactions contemplated hereby by Assignee do not, and will not at the Closing Date, conflict with or result in the termination or breach of any terms, condition, or provisions of, or constitute a default under any contract, lease, agreement, or other instrument or condition by which Assignee is bound.

(d) Assignee's Qualifications. Assignee knows of no reason, circumstance, or condition existing, or reasonably to be anticipated, which would result in a finding by the FCC that it is not qualified legally, financially, or otherwise to be the licensee of the Station, and Assignee will not take any action to permit any condition to exist which would disqualify Assignee from becoming such a licensee.

11. Assignor Negative Covenants. From the date hereof until the completion of the Closing, Assignor shall not, without the prior written consent of Assignee:

(a) Sell, lease or transfer or agree to sell, lease or transfer, or make any material change to, any Assigned Asset except for incidental sales or leases, in the ordinary course of

business, or Assigned Assets which are being replaced by assets of comparable or superior kind, condition and value, or create, assume or permit to exist any liens upon the Assigned Assets, except for Permitted Encumbrances, and not dissolve, liquidate, merge or consolidate with any other entity;

(b) Make or attempt to make any change in the FCC Licenses, other than to keep the FCC Licenses in full force and effect;

(c) Enter into any contract, lease or commitment relating to the Station or the Assigned Assets or incur any other obligation with respect to the Station or the Assigned Assets, except for: (1) new time sales agreements and other contracts made in the ordinary course of business that are terminable on ninety (90) days' notice or less without penalty; and (2) other contracts made with Assignee's prior consent;

(d) Take any action that would make the consummation of this transaction contrary to the Communications Laws or require a waiver of the Communications Laws; or

(e) Authorize or permit any officer, director or employee of Assignor, or any investment banker, attorney, accountant or other advisor or representative retained by Assignor to, solicit, initiate, encourage (including by way of furnishing information), endorse or enter into any agreement with respect to, or take any other action to facilitate, any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any proposal to purchase, directly or indirectly, the Station or any of the Assigned Assets.

12. Assignor Positive Covenants. Before the Closing Date, Assignor shall:

(a) Maintain and preserve Assignor's rights under the FCC Licenses and operate the Station in the ordinary course of business, in accordance with past practice and in all material respects in accordance with the Communications Laws and with all other applicable laws, regulations, rules and orders and good engineering practices;

(b) Use commercially reasonable efforts to maintain the Tangible Personal Property in the ordinary course of business; and

(c) Maintain in full force and effect policies of liability and casualty insurance of the same type, character and coverage as the policies currently carried with respect to the business, operations and assets of the Station.

13. Personnel. Assignor has made no representation to any of its employees concerning employment by Assignee post-Closing. Any decision by Assignee to employ any Station employee on or after Closing shall be made in its sole discretion absent any representation or warranty as to the qualifications of such employee by Assignor. In no event shall Assignee be obligated to employ, hire, or engage any of Assignor's employees or independent contractors. Such employment or engagement, if any, shall be exclusively within the sole discretion of Assignee. Any of Assignor's employees hired by Assignee shall be deemed to have been terminated by Assignor and newly hired by Assignee, such that Assignee shall not be obligated for any liability or financial obligation incurred by such employee during his or her term of employment with Assignor. Assignor shall be solely responsible for all benefits accrued to its employees prior to the date of its employees' termination by Assignor.

14. Termination Due to Breach.

(a) In the event of a material breach by Assignee of any term or condition of this Agreement or any representation or warranty contained herein which would render Assignee unable to perform its obligations under this purchase Agreement, and the continuance of said breach without cure for a period of twenty (20) calendar days following written notice by Assignor to Assignee, Assignor may in its discretion terminate this Agreement without cost, penalty, or liability of any kind upon written notice to Assignee.

(b) In the event of a material breach by Assignor prior to the Closing Date of any term or condition of this Purchase Agreement or any representation or warranty contained herein, and the continuance of said breach without cure for a period of twenty (20) calendar days following written notice by Assignee to Assignor, Assignee may in its discretion terminate this Purchase Agreement without cost, penalty, or liability of any kind upon written notice to Assignor, subject to Assignee's right to specific performance pursuant to Section 14(c) herein;

(c) Because the Assigned Assets to be transferred pursuant to the terms of this Agreement are unique and not readily available on the open market, either Party would be seriously damaged should the transaction represented herein not be consummated through no fault of its own but for reasons attributable to the offending Party.

(i) In the event of a default or breach of the terms of this Agreement by Assignor, Assignee shall have the right to seek enforcement of the terms of this Agreement by a decree of specific performance (and Assignor hereby waives any requirement for the securing or posting of any bond in connection with such remedy), in addition to any other remedy to which Assignee is entitled at law or in equity.

(ii) In the event of a default or breach of the terms of this Agreement by Assignee, Assignor shall be afforded Liquidated Damages in the amount of Three Thousand Dollars (\$3,000.00).

15. Risk of Loss. The risk of loss or damage to any of the Assigned Assets from fire, windstorm, casualty, liability, vandalism, burglary, or flood, or other causes whatsoever shall be upon Assignor at all times prior to the Closing and it shall be the responsibility of Assignor to repair or cause to be repaired and to restore the Assets to their condition prior to any such loss or damages. In the event of any such loss or damages, Assignor shall notify Assignee of same in writing within three (3) business days, specifying with particularity the loss or damage incurred, the cause thereof, if known or reasonably ascertainable, and the insurance coverage. The proceeds of any claim for any loss payable under any insurance policy with respect thereto shall be used to repair, replace, or restore any such Assigned Assets to their former condition.

16. Indemnification by Assignor. Assignor agrees that it shall indemnify and hold Assignee harmless from and against (a) any and all damages, claims, losses, expenses, costs, obligations, and liabilities including, without limiting the generality of the foregoing, liabilities for reasonable attorney's fees and disbursements suffered, directly or indirectly (collectively, "Damages"), by Assignee by reason of, or arising out of any breach of representation or warranty made by Assignor pursuant to this Agreement, (b) any failure by Assignor to perform or fulfill any of its covenants or agreements set forth in this Agreement, (c) the Excluded Assets, or (d) any litigation, proceeding

or claim by any third party relating to the business or operations of the Station prior to the Closing Date. Assignor shall indemnify Assignee specifically against any claims stemming from unperformed leases, contracts, or agreements relating to the business or operations of the Station prior to the Closing to include without limitation performance rights organizations, utilities, and federal, state, county or local governing agencies or individual claims from creditors or service providers.

17. Indemnification by Assignee. Assignee agrees that it shall indemnify and hold Assignor harmless from and against (a) any and all Damages, (b) any failure by Assignee to perform or fulfill any of its covenants or agreements set forth in this Agreement, (c) the Assumed Liabilities, or (d) any litigation, proceeding or claim by any third party relating to the business or operations of the Station after the Closing Date.

18. Bulk Sales Law.

(a) The Parties agree that no bulk sales or financial conveyance statute applies to the transactions contemplated by this Agreement. Assignee therefore waives compliance by Assignor with the requirements of any such statutes, and Assignor agrees to indemnify and hold Assignee harmless against any claim made against Assignee by any creditor of Assignor as a result of a failure to comply with any such statute.

(b) In the event the transaction represented herein is subject to a State Sales Tax or similar charges, the Party responsible for such tax shall be as stipulated by California State law.

19. Assignor's Performance at Closing. On the Closing Date at the Closing Place, unless otherwise waived by Assignee, Assignor shall execute and deliver or cause to be delivered to Assignee, in form and substance reasonably satisfactory to Assignee and its counsel:

(a) A certificate of Assignor stating:

(i) That all representations, warranties, and covenants of Assignor as set forth in this Agreement and in the other instruments delivered by Assignor are true and correct as of the Closing Date;

(ii) Assignor has, in all material respects, performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Assignor at or prior to the Closing Date;

(iii) The FCC has granted its consent and approval to the Assignment Application and to the transaction represented herein;

(b) A Bill of Sale conveying to Assignee all of the Tangible Personal Property to be acquired by Assignee hereunder;

(c) One or more assignments assigning to Assignee the FCC Licenses to be acquired by Assignee hereunder;

(d) One or more assignments assigning to Assignee the Assumed Contracts; and

(e) Such other assignments, bills of sale, or instruments of conveyance, certificates of officers, and other documents as reasonably may be requested by Assignee to consummate this Agreement and the transaction contemplated hereby.

20. Assignee's Performance at Closing. On the Closing Date at the Closing Place, unless otherwise waived by Assignor, Assignee shall execute and deliver or cause to be delivered to Assignor, in form and substance reasonably satisfactory to Assignor and its counsel:

(a) A certificate of Assignee stating:

(i) That all representations and warranties of Assignee as set forth in this Agreement or in any statement, certificate, exhibit or other document delivered pursuant to this Agreement by Assignee are true and correct in all material respects as of the Closing Date;

(ii) Assignee has, in all material respects, performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Assignee at or prior to the Closing Date;

(b) Payment of those FCC and/or US Treasury Fees described hereto at Exhibit 4; and

(c) Such other documents as reasonably may be requested by Assignor to consummate this Purchase Agreement and the transaction contemplated hereby.

21. Survival of Covenants, Representations and Warranties. All representations and warranties made in this Agreement shall survive the Closing for a period of twelve (12) months from the Closing Date, except (a) those under Sections 9(a) and 9(b) (Assignor Organization and Authority), and Section 9(h) (Taxes), all of which shall survive until the expiration of any applicable statute of limitations; (b) those with respect to title to the Assigned Assets, which shall survive indefinitely, and (c) that if within such applicable period the indemnified Party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the earlier of resolution of such claim or expiration of the applicable statute of limitations. The right of any Party to recover Damages on any Claim shall not be affected by the termination of any representations and warranties as set forth above, provided that notice of the existence of such claim has been given by the indemnified Party to the indemnifying Party prior to such termination. The term "Claim" means any demand, suit, claim or assertion of liability by the Parties or a third party that is subject to indemnification by the indemnifying Party under this Agreement. Notwithstanding anything contained herein to the contrary, Section 22 (relating to expenses) shall survive any termination of this Agreement.

22. Fees and Expenses.

(a) Each Party shall be solely responsible for all costs and expenses (including legal, accounting and other professional fees and expenses) incurred by it in connection with the negotiation, preparation, execution and performance of and compliance with the terms of this Agreement. All other governmental fees and charges applicable to any requests for FCC Consent shall be paid by the Party upon whom the applicable governmental authority imposes the fee or charge. The FCC filing fee shall be paid at submission by Assignee.

(b) The Parties represent and warrant to one another that there has been no finder, broker, or consultant involved in the negotiations leading up to the execution of this Agreement other than MCH Enterprises, Inc., which has represented Assignee (and whose fee will be paid by Assignee). The Parties agree to jointly and individually hold MCH Enterprises, Inc., harmless for any act of default or breach of the terms of this Agreement which may occur by the actions of the Parties.

23. Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Purchase Agreement shall be in writing and shall be deemed duly given when given personally or mailed by registered or certified mail, return receipt requested, postage prepaid, or transmitted by facsimile, as follows or any such other addresses as the Parties may from time to time designate in writing.

(a) If to Assignor:

Gary DeMaroney
Copper Mountain Broadcasting Company
P.O. Box 10968
Palm Desert, CA 92255
Phone: 760.361.6222
Email: gary.demaroney@coppermountainbroadcasting.com

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

F. Scott Pippin, Esq.
Lerman Senter PLLC
2001 L Street, NW, Ste. 400
Washington, DC 20036
Phone: 202.429.8970
Email: spippin@lermansenter.com

(b) If to Assignee:

William K. Watson
WKW Broadcasting
61150 Esparto Ave.
Whitewater, CA 92282
Phone: 760.409.4188
Email: bill@kppg.net

24. Assignability. Neither Assignee nor Assignor may assign this Agreement or any part hereof without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to a party under common control with such Party.

25. Confidentiality. The Parties agree to use their best efforts to keep confidential any and all information furnished to either of them by a Party in the course of the negotiations and the business, technical, and legal reviews, except such information as may be available to the public or to the other Party from another source not under an obligation of confidentiality.

26. Cooperation. The Parties shall cooperate at all times from and after the date of this Agreement with respect to the supplying of any information requested by the other regarding any of the matters set forth in this Agreement and shall execute such documents and take such further actions as are reasonably necessary to carry out the intentions of the Parties as evidenced in this Agreement.

27. Waiver. No waiver by a Party of any provision of this Agreement shall be considered a waiver of any other provision of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law.

28. Exhibits. All exhibits attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth therein.

29. Governing Law, Venue, Severability. This Agreement shall be governed for all purposes by the laws of the State of California applicable to agreements executed and to be wholly performed in the State of California with venue for dispute resolution and litigation in Riverside County. In the event of litigation, the substantially prevailing Party shall be entitled to recover its legal costs and attorney fees associated with such litigation. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision contained in this Agreement and any present or future status or law, ordinance or regulation or judicial ruling or governmental decision with the force of law contrary to which the Parties have no legal right to contract, the latter shall prevail, without invalidating or affecting the remaining provisions of this Agreement.

30. Contract Interpretation. The Parties acknowledge that both Parties have caused this Agreement to be reviewed and approved by legal counsel of their own choice or have intentionally chosen not to seek such counsel. This Agreement has been specifically negotiated, and any presumption that an ambiguity contained in this Agreement shall be construed against the Party that caused this Agreement to be drafted shall not apply to the interpretation of this Agreement.

31. Binding Effect. This Purchase Agreement is binding upon and shall inure to the benefit of the Parties hereto, their respective agents, representatives, officers, directors, shareholders, affiliates, assigns, heirs, and successors in interest.

32. Warranty of Signatories. Each of the persons signing this Agreement on behalf of an entity warrants and represents that he has the right power, legal capacity and authority to execute this Agreement on behalf of such entity, without the concurrence or approval of any other person, any entity or any Court, and to thereby bind such entity to this Agreement.

33. Headings. The headings of the Sections and sub-Sections of this Agreement are inserted as a matter of convenience and for reference purposes only and in no respect define, limit, or describe the scope of this Agreement or the intent of any Section hereof.

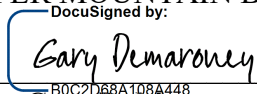
34. Counterparts. This Agreement may be signed and delivered (including by means of portable document format (pdf) transmission by email) in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each fully

executed set of counterparts shall be deemed to be an original, and all of the signed counterparts together shall be deemed to be one and the same instrument.

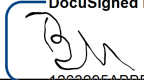
35. Entire Agreement; Modification. This Agreement, together with all Exhibits and/or schedules and agreements attached to or referenced in this Agreement embodies and constitutes the entire understanding between the Parties with respect to the transaction contemplated by this Agreement, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, between the Parties are merged into this Agreement. Neither this Agreement nor any of its provisions may be waived, modified, amended, discharged or terminated except by a written instrument signed by the Party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent forth in such instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Asset Purchase Agreement on the day and year first above written.

ASSIGNOR
COPPER MOUNTAIN BROADCASTING COMPANY

BY: 
B0C2D68A108A448...
Gary DeMaroney, President

ASSIGNEE
WKW Broadcasting

BY: 
1263295ABBB04D4...
William K. Watson, Partner

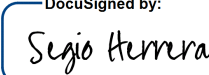
BY: 
2D4035D8DCC9467...
Sergio Herrera, Partner

EXHIBIT 1

ASSIGNED ASSETS

1(a) FCC Licenses, Authorizations, and Applications

KKCM (FM): Thermal, California
 License: BRH-20130731AJZ
 Expiry: 12/1/2013
 Renewal Pending: LMS File # 0000155422
 Filed 8/2/2021

1(b) Tangible Personal Property

1. Nautel VS2.5 fm xmtr.
2. ERI 2 bay HW directional ant.
Including Lambda tower section
3. Andrew dehydrator
4. 120 ft. Commscope 7/8" Air transmission line
5. Mid Atlantic equipment rack
6. Inovonics 610 ip audio decoder

EXHIBIT 2

EXCLUDED ASSETS

None

EXHIBIT 3

ASSUMED LIABILITIES

In partial consideration for the assignment of KKCM (FM) to Assignee, Assignee has agreed to pay Assignor's overdue FCC Regulatory Fees due to the FCC and/or the Treasury. Based on a review of the Station's CORES accounts it is estimated that the total Indebtedness is approximately \$10,000.00 as follows, subject to final determination:

FCC Bill Number	Date	Amount	
R21R016771	9/26/21	\$4,028.00	
R22R016771	9/28/22	\$3,336.24	
R23R016771	12/27/23	\$2,339.00	
		\$9,703.24	

Upon or prior to consummation, in conjunction with a renewal of license and a grant of assignment, the total Indebtedness will be calculated and finalized, and this amount will be entered into the Secured Promissory Note as the beginning principal balance.

Pursuant to Section 16 of the Agreement, Assignor shall indemnify Assignee from and against any and all claims stemming from operations of the Station prior to the Closing Date.

EXHIBIT 4
SECURED PROMISSORY NOTE
PROVIDED AS A SEPARATE DOCUMENT

EXHIBIT 5
PURCHASE PRICE ALLOCATION

Tangible Personal Property: \$15,000
Intangibles, Goodwill, and FCC Licenses: \$15,000