

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of April 20, 2020, between Carl Como Tuter, an individual ("Tutera"), and Star Over Orlando, Inc. a Florida corporation ("SOO", and together with Tutera, the "Seller") and South Broadcasting System, Inc., a Florida corporation ("Buyer").

Recitals

A. Tutera is the licensee of the following FM translator station (the "Station") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"):

W284CT, Miami, FL, FCC ID 156649
(Including FCC File No.0000100877 - construction permit for W292GE (the "W292GE CP"))

B. SOO is the tenant under the Tower Lease (as defined below) and owns certain assets used in the operation of the Station;

C. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station Assets (defined below).

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: PURCHASE OF ASSETS

1.1 Station Assets. On the terms and subject to the conditions hereof, at Closing (defined below), except as set forth in Section 1.2, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to all assets and properties of Seller, real and personal, tangible and intangible, that are used or held for use in the operation of the Station (the "Station Assets"), including without limitation the following:

(a) all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Station (the "FCC Licenses"), including those described on *Schedule 1.1(a)*, including any renewals or modifications thereof between the date hereof and Closing;

(b) Seller's equipment, transmitters, antennas, cables, towers and other tangible personal property that are specifically listed on *Schedule 1.1(b)* (the "Tangible Personal Property");

(c) the tower lease listed on *Schedule 1.1(c)* (the "Tower Lease"); and

(d) all of Seller's rights in and to the Station's call letters.



The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances of any kind or type whatsoever, including claims for use of the Station ("Liens") except for liens for taxes not yet due and payable, and liens that will be released at or prior to Closing (collectively, "Permitted Liens").

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following assets or any rights, title and interest therein (the "Excluded Assets"): all cash and cash equivalents of Seller; and all contracts of insurance, all coverages and proceeds thereunder and all rights in connection therewith.

1.3 Assumption of Obligations. On the Closing Date (defined below), Buyer shall assume the obligations of Seller arising during, or attributable to, any period of time on or after the Closing Date under the Tower Lease (collectively, the "Assumed Obligations"). Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of Seller (the "Retained Obligations").

1.4 Purchase Price; Prorations. The total consideration for the Station Assets shall be the sum of Two Hundred Seventy-Five Thousand Dollars (\$275,000) (the "Purchase Price"). The Purchase Price shall be paid at Closing by wire transfer of immediately available funds pursuant to the written instructions of Seller to be delivered by Seller to Buyer prior to Closing. The parties agree to prorate all expenses arising out of the ownership of the Station Assets which are incurred, accrued or payable, as of 11:59 p.m. local time of the day preceding the Closing. The prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within sixty (60) days after the Closing Date. Any agreed-upon expenses incurred by Buyer in connection with construction of the W292GE facilities shall be deducted from the Purchase Price in accordance with Section 4.8 hereof.

1.5 Closing. Unless otherwise agreed to in advance by the parties, the consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the "Closing") shall take place on the date five (5) days after the date that the FCC Consent either (at Buyer's option) is initially granted or becomes Final (defined below), in any case subject to the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Articles 5 or 6 below (other than those requiring a delivery of a certificate or other document, or the of other action, at the Closing). The date on which the Closing is to occur is referred to herein as the "Closing Date." For purposes of this Agreement, the term "Final" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or sua sponte action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such sua sponte action by the FCC shall have expired or otherwise terminated.

1.6 FCC Consent. Within five (5) days of the date of this Agreement, Buyer and Seller shall file an application with the FCC (the "FCC Application") requesting FCC consent to the assignment of the FCC Licenses to Buyer. FCC consent to the FCC Application without any material adverse conditions other than those of general applicability is referred to herein as the

"FCC Consent". Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible.

1.7 Renewal. The FCC Licenses expire on the dates set forth on *Schedule 1.1(a)*. Seller has timely filed an FCC renewal application with respect to the Station and shall diligently prosecute such application. The parties acknowledge that under current FCC policy, either the FCC will not grant an assignment application while a renewal application is pending, or the FCC will grant an assignment application with a renewal condition. If the FCC Application is granted subject to a renewal condition, then the term "FCC Consent" shall mean FCC consent to the FCC Application and satisfaction of such renewal condition. For avoidance of doubt, Buyer shall not be obligated to close until the renewal condition is satisfied.

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller makes the following representations and warranties to Buyer:

2.1 Organization. SOO is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and is qualified to do business in the jurisdiction in which the Station Assets are located. Tutera is an individual resident of the State of Florida. Each of SOO and Tutera has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be made by Seller pursuant hereto (collectively, the "Seller Ancillary Agreements") and to consummate the transactions contemplated hereby.

2.2 Authorization. The execution, delivery and performance of this Agreement and the Seller Ancillary Agreements by Tutera and SOO, as the case may be, 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 is, and each Seller Ancillary Agreement when made by Seller and the other parties thereto will be, a legal, valid and binding agreement of Seller enforceable in accordance with its 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).

2.3 No Conflicts. Except for the FCC Consent and any consent to assign the Tower Lease, the execution, delivery and performance by Seller of this Agreement and the Seller Ancillary Agreements and the consummation by Seller of any of the transactions contemplated hereby does not conflict with any organizational documents of Seller, any contract or agreement to which Seller is a party or by which it is bound, or any law, judgment, order, or decree to which Seller is subject, or require the consent or approval of, or a filing by Seller with, any governmental or regulatory authority or any third party.

2.4 FCC Licenses. Tutera is the holder of the FCC Licenses described on *Schedule 1.1(a)*, which are all of the licenses, permits and authorizations required for the present operation of the Station. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. The Station is operating in

compliance in all material respects with the FCC Licenses, the Communications Act of 1934, as amended (the "Communications Act"), and the rules, regulations and policies of the FCC.

2.5 Tower Lease. The Tower Lease is in effect and is binding upon Seller and, to Seller's knowledge, the other 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 the Tower Lease in all material respects, and is not in material default thereunder, and to Seller's knowledge, the other party under the Tower Lease is not in default thereunder in any material respect.

2.6 Station Assets. Seller has, and will convey to Buyer at Closing, good, valid and marketable title to the Station Assets, free and clear of all Liens. The Station Assets are, and will be on the Closing Date, in good operating condition.

2.7 Brokers. There is no broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement as a result of any agreement of, or action taken by, Seller.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller:

3.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in the jurisdiction in which the Station Assets are located. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the "Buyer Ancillary Agreements") and to consummate the transactions contemplated hereby.

3.2 Authorization. The execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer. This Agreement is, and each Buyer Ancillary Agreement when made by Buyer and the other parties thereto will be, a legal, valid and binding agreement of Buyer enforceable in accordance with its 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).

3.3 No Conflicts. Except for the FCC Consent, the execution, delivery and performance by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of any of the transactions contemplated hereby does not conflict with any organizational documents of Buyer, any contract or agreement to which Buyer is a party or is by which it is bound, or any law, judgment, order or decree to which Buyer is subject, or require the consent or approval of, or a filing by Buyer with, any governmental or regulatory authority or any third party.

3.4 Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Act and the rules, regulations and policies of the FCC. There are no facts that would, under existing law and the existing rules, regulations, policies and procedures of the FCC, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Station. No waiver of or exemption from any FCC rule or policy is necessary for the FCC Consent to be obtained.

3.5 Brokers. There is no broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement as a result of any agreement of, or action taken by, Buyer.

ARTICLE 4: JOINT COVENANTS

Buyer and Seller hereby covenant and agree as follows:

4.1 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement (including without limitation all financial information provided by Seller to Buyer) shall be confidential and shall not be disclosed to any other person or entity, except the parties' representatives and lenders for the purpose of consummating the transaction contemplated by this Agreement.

4.2 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, in which case such party shall give advance notice to the other, and except that the parties shall cooperate to make a mutually agreeable announcement.

4.3 Control. Buyer shall not, directly or indirectly, control, supervise or direct the operation of the Station prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of the operation of the Station prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses.

4.4 Risk of Loss. Seller shall bear the risk of any loss of or damage to any of the Station Assets at all times until the Closing, and Buyer shall bear the risk of any such loss or damage thereafter.

4.5 Estoppel Certificate. Prior to Closing Seller shall use commercially reasonable efforts to obtain a customary estoppel certificate from the lessor under the Tower Lease.

4.6 Maintenance of FCC Licenses. Seller shall maintain the FCC Licenses in full force and effect. Seller will deliver to Buyer, within ten (10) business days after filing, copies of any reports, applications or responses to the FCC related to the Station which are filed after the date hereof until the Closing Date. Seller shall not modify the FCC Licenses except as permitted by this Agreement or with the prior written consent of Buyer.

4.7 Termination of Airtime Lease Agreement. SOO shall terminate the Airtime Lease Agreement between SOO and Caracol Broadcasting, Inc. (the "Airtime Lease") to the extent that such agreement is applicable to the Station and remains in effect.

4.8 Construction of W292GE CP. Seller shall use commercially reasonable efforts to continue and complete construction of the facilities authorized by the W292GE CP. Buyer may provide assistance to Seller in the construction of the W292GE facilities and may incur expenses in the acquisition of technical equipment in connection with such construction. All such expenses shall be subject to the prior approval of Seller, which shall not be unreasonably withheld, and may be deducted from the Purchase Price at Closing.

ARTICLE 5: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

5.1 Representations and Covenants.

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

(b) The covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects.

(c) Seller shall have received a certificate dated as of the Closing Date from Buyer executed by an authorized officer of Buyer to the effect that the conditions set forth in Sections 5.1(a) and (b) have been satisfied.

5.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

5.3 FCC Consent. The FCC Consent shall have been obtained.

5.4 AirtimeLease. The Airtime Lease shall have been terminated in accordance with Section 4.7.

5.5 W292GE CP Facilities. Construction of the W292GE CP facilities shall be completed and operational, and a license to cover shall have been filed with the FCC.

5.6 Deliveries. Buyer shall have complied with its obligations set forth in Section 7.2.

ARTICLE 6. BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer).

6.1 Representations and Covenants.

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

(b) The covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all material respects.

(c) Buyer shall have received a certificate dated as of the Closing Date from Seller executed by an authorized officer of Seller to the effect that the conditions set forth in Sections 6.1(a) and (b) have been satisfied.

6.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

6.3 FCC Consent. The FCC Consent shall have been obtained without any condition materially adverse to Buyer and shall have become a Final Order.

6.4 Deliveries. Seller shall have complied with its obligations set forth in Section 7.1.

ARTICLE 7. CLOSING DELIVERIES

7.1 Seller Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer: (i) the certificate described in Section 6.1(c); (ii) an assignment of FCC authorizations assigning the FCC Licenses from Seller to Buyer; (iii) an assignment and assumption of Tower Lease from Seller to Buyer; (iv) a bill of sale conveying the other Station Assets from Seller to Buyer; and (v) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets from Seller to Buyer, free and clear of Liens, except for Permitted Liens.

7.2 Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller: (i) the Purchase Price in accordance with Section 1.4 hereof; (ii) the certificate described in Section 5.1(c); (iii) an assignment and assumption of tower lease assuming the Tower Lease; and (iv) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets from Seller to Buyer.

ARTICLE 8. TERMINATION AND REMEDIES

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

(a) by mutual written consent of Buyer and Seller;

(b) by written notice of Buyer to Seller if Seller breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period (defined below);

(c) by written notice of Seller to Buyer if Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligations to pay the Purchase Price at Closing; or

(d) by written notice of Seller to Buyer or Buyer to Seller if Closing does not occur by the date twelve (12) months after the date of this Agreement.

8.2 Cure Period. Each party shall give the other party prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "Cure Period" as used herein means a period commencing on the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty (20) calendar days thereafter or (ii) the Closing Date; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date.

8.3 Specific Performance. In the event of failure or threatened failure by either party to comply with the terms of this Agreement, the other party shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement.

ARTICLE 9 INDEMNIFICATION

9.1 Seller Indemnification. 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, without limitation, interest, penalties, court costs and reasonable attorney's 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 Seller's representations or warranties, or failure by Seller to perform any of Seller's covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, of Seller, including, without limitation, any claims, liabilities or obligations relating to the ownership of the Station or the Station Assets by Seller prior to the Closing.

9.2 Buyer Indemnification. 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 Buyer of any of its representations, warranties, or failure by Buyer to perform any of its covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station or the Station Assets by Buyer subsequent to the Closing.

9.3 Indemnification Procedures. If either party hereto (the "Indemnitee") receives notice or otherwise obtains knowledge of any matter with respect to which another party hereto (the "Indemnifying Party") may be obligated to indemnify the Indemnitee under this Section 9.3,

then the Indemnatee 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 Indemnatee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided such counsel is reasonably satisfactory to the Indemnatee. If the Indemnifying Party elects to assume the defense of such matter, (i) the Indemnatee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (ii) the Indemnifying Party shall keep the Indemnatee informed of all material developments and events relating to such matter, and (iii) the Indemnatee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent. Notwithstanding anything to the contrary contained in this Agreement, the Indemnifying Party shall not be obligated to indemnify the Indemnatee unless claims for indemnification exceed in the aggregate \$25,000 (Twenty Five Thousand Dollars) (the "Basket"), after which the Indemnatee shall be entitled to make a claim for and recover all damages it has incurred and subsequently incurs, including the Basket amount; provided, however, that in no event shall the Indemnifying Party be liable with respect to Damages suffered by Indemnatee in excess of \$137,500 (One Hundred Thirty Seven Thousand, Five Hundred Dollars) (the "Cap").

9.4 Survival. The several representations and warranties of Seller and Buyer contained in or made pursuant to this Agreement shall expire on the date that is one (1) year after the Closing Date.

ARTICLE 10 MISCELLANEOUS

10.1 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. The filing fee for the FCC Application shall be split by the parties.

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

10.3 Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

10.4 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller: Star Over Orlando, Inc.
Attn: Carl Como Tuteria
357 Ocean Shore Blvd.
Ormond Beach, FL 32176

with a copy (which shall not
constitute notice) to: Edinger Associates PLLC
1725 I Street, NW
Suite 300
Washington, DC 20006
Attn: Scott Woodworth

if to Buyer: South Broadcasting System, Inc.
7007 NW 77th Ave.
Miami, Florida 33166
Attn: Raul Alarcon, Jr.

with a copy (which shall not
constitute notice) to: Lerman Senter PLLC
2001 L St. NW #400
Washington, D.C. 20036
Attention: Nancy Ory

10.5 Amendments. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

10.6 Entire Agreement. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof, except any confidentiality agreement among the parties with respect to the Station, which shall remain in full force and effect. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

10.7 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.

10.8 No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

10.9. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Florida without giving effect to the choice of law provisions thereof.

10.10 Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

A handwritten signature in black ink, appearing to be 'LMA', located in the bottom right corner of the page.

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER:

SOUTH BROADCASTING SYSTEM, INC.

By: 

Name: Raul Alarcon, Jr.

Title: President

SELLER:

STAR OVER ORLANDO, INC.

By: _____

Name: Carl Como Tuteria

Title: President

SELLER:

Carl Como Tuteria

BUYER:

SOUTH BROADCASTING SYSTEM, INC.

By: _____

Name: Raul Alarcon, Jr.

Title: President

SELLER:

STAR OVER ORLANDO, INC.

By: _____

Name: Carl Como Tuteria

Title: President

SELLER:

Carl Como Tuteria

Schedule 1.1(a)

FCC Licenses

W284CT, Miami, FL
FCC ID 156649
FCC File No. 0000082169 (renewal)
FCC File No. 20200413AAE (silent STA)

W292GE, Miami, FL (construction permit)
FCC File No.0000100877

Schedule 1.1(b)

Tangible Property

W284CT Equipment List:

1 – Gates Air Fax 500

1 – 190 feet of ½ -inch CO-AX Line

1 – Filter

2 – Barix boxes

1 – Comcast modem

1 – Kathrein Broadcast USA CAS-FM/CP/RM 106.3MHz

Schedule 1.1(c)

Tower Lease

Lease Agreement for Rooftop Space dated July 5, 2018 between Star Over Orlando, Inc. (as tenant) and Ponte Gadea Biscayne, LLC (as landlord). *

*Consent required