

## AGREEMENT

**THIS AGREEMENT** ("Agreement") is made and entered into as of the 7<sup>th</sup> day of October 2013, by and between **Ervin Broadcasting, LLC**, a South Carolina limited liability company ("Buyer"), and **Georgia-Carolina Radiocasting Company, LLC**, a South Carolina limited liability company ("Georgia-Carolina") and **Tugart Properties, LLC**, a Georgia limited liability company ("Tugart") (collectively "Seller").

### Recitals

WHEREAS the Federal Communications Commission (the "FCC") has issued Georgia-Carolina a license in FCC File No. BLFT-20091013ABV, to operate FM Translator Station W243CI, Facility ID No. 147255, on 96.5 MHz, to serve Elberton, Georgia; and

WHEREAS, the FCC has issued Tugart a license in FCC File No. BLFT-20110705AAI, to operate FM Translator Station W299BK, Facility ID No. 150122, on 107.7 MHz, to serve Royston, Georgia (the translator stations collectively referred to as the "Stations" and their licenses collectively referred to as the "Licenses"); and

WHEREAS, Georgia-Carolina and Tugart have filed applications for construction permits seeking to enable the Stations to serve Anderson, South Carolina, in FCC File Nos. BMPFT-20130930BFN and BMPFT-20130930BGU, respectively (the "Applications"), and

WHEREAS, Seller is interested in selling, and Buyer is interested in acquiring, the Stations and the Broadcasting Assets, as defined herein; and

WHEREAS, prior FCC consent to the transactions contemplated hereunder is required.

### Agreement

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assets to be Conveyed. Subject to the conditions contained herein, Seller agrees to convey and Buyer agrees to acquire on the following terms, the assets of the Stations identified on Attachment A hereto (the "Broadcasting Assets"):

- (a) Purchase Price. The price for the Stations shall be One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Purchase Price"), payable by wire transfer.

(b) Deposit. Upon execution of this Agreement, Buyer shall place in escrow with Mark Jorgenson of Jorgenson Broadcast Brokerage (the "Escrow Agent") an earnest money deposit in the amount of Twenty Thousand Dollars (\$20,000.00), to be credited toward the Purchase Price at Closing (the "Escrow Deposit").

(c) Application. Within ten (10) business days after the execution of this Agreement, or on the date the FCC CDBS filing system becomes active again following the federal government shutdown, whichever comes first, the parties shall jointly file applications for FCC consent to assignment of the Licenses (the "Assignment Applications").

(d) Closing. Unless otherwise agreed to by the parties, the Closing on the transactions contemplated by this Agreement will be held on the tenth (10th) business day after the FCC grants the Assignment Applications, at which (1) Buyer will pay to Seller the Purchase Price (less the Escrow Deposit), and (2) Escrow Agent will release the Escrow Deposit to Seller; whereupon Seller, upon Buyer's satisfaction of its financial obligation to Seller, will provide Buyer suitable instruments of conveyance.

2. Exclusivity and Confidentiality. The parties agree that from the date hereof with respect to the subject matter of this Agreement, neither party will seek to transfer or sell to, or entertain any offers to buy from any third party. The parties agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC. Prior to the Closing, each party hereto agrees that it shall not make any public announcement or issue any press release regarding the Stations without the prior written consent of the other party.

3. Representations, Warranties and Covenants.

(a) Seller represents and warrants that it has good and marketable title to the Broadcasting Assets.

(b) Seller represents and warrants that the Broadcasting Assets shall be conveyed to Buyer free and clear of all liens, encumbrances and debts of any kind.

(c) Seller represents and warrants that the Licenses shall be modified to locate on Buyer's tower for its AM Broadcast Station WRIX, licensed to Homeland Park, South Carolina.

(d) Seller covenants that it shall continue to be responsible for all, and Buyer shall not assume any of, Seller's debts, liabilities and



obligations with respect to the Stations, except those arising subsequent to the closing.

- (e) Seller covenants that it shall diligently prosecute the Applications and do all things reasonably necessary to obtain FCC grant of the Applications, and bear all costs and expenses associated therewith.
- (f) Buyer represents warrants and covenants that it is qualified to be a Commission licensee to hold the Licenses, and has adequate financial resources available to consummate the transactions contemplated by this Agreement.
- (g) Buyer and Seller covenant that the risk of loss of or damage to any of the Broadcasting Assets shall remain with Seller at all times until 12:01 a.m. local time on the day of Closing, and prior to Closing Seller shall repair and replace any lost or damaged assets.
- (h) Between the date of this Agreement and the Closing, Seller shall furnish such information as Buyer may reasonably request. Buyer will endeavor to conduct such examinations and investigations in a manner that will protect the confidentiality of the transaction contemplated hereby and minimize disruptions to Seller's operation.

4. Conditions. The acquisition of the Stations shall be conditioned upon Buyer and Seller obtaining all consents and approvals necessary to transfer, convey and/or assign the Broadcasting Assets, and the absence of any pending or threatened litigation regarding the Agreement or the transactions contemplated by this Agreement.
5. Transfer Fees, Taxes and Expenses. Each of the parties shall bear all costs and expenses incurred by it in connection with the transactions contemplated hereby, including all legal and accounting fees, whether or not the transactions shall be consummated. The parties shall share equally all FCC filing fees, if any. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes or assessments.
6. Broker Fee. Buyer and Seller hereby mutually represent that there are no finders, consultants, or brokers involved in the transactions contemplated by this Agreement except for Mark Jorgenson of Jorgenson Broadcast Brokerage, whose fee will be paid by the Seller.
7. Indemnification. Seller hereby agrees to indemnify and hold Buyer harmless against and with respect to, and shall reimburse Buyer for any and all claims, losses, liabilities, obligations or damages resulting from or relating to the Stations prior to closing, or from or relating to any untrue representation, breach of warranty, or non-fulfillment of any covenant by

Seller contained in this Agreement or in any certificate, document, or instrument delivered to Buyer under this Agreement.

8. **Termination and Default.** If the Closing of the Transaction has not been completed within twelve (12) months after public notice of acceptance of the FCC application (or if other conditions precedent set forth in the Agreement have not been met), either party hereto shall have the right to terminate the Agreement, and upon such termination, the Escrow Agent shall return the Escrow Deposit to Buyer upon notice and demand.
9. **Miscellaneous.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of South Carolina. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of South Carolina. This Agreement may be executed in counterparts. The undersigned represent and warrant that, they have received authority to sign this Agreement and to legally bind their respective corporate entities to perform all of the terms hereof.

*Signature Page Follows*



WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

**SELLERS:**

**Georgia-Carolina Radiocasting Company, LLC  
Tugart Properties, LLC**

By: 

**Douglas M. Sutton, Jr. Managing Member**

**BUYER:**

**Ervin Broadcasting, LLC**

By: 

**Thomas J. Ervin, Member**

**ESCROW AGENT:**

**Mark Jorgenson**

**Attachment A  
Broadcasting Assets**

- 1. License for FM Translator Station W243CI, FCC File No. BLFT-20091013ABV, and license for FM Translator Station W299BK, FCC File No. BLFT-20110705AAI, and all modifications thereof, including without limitation, construction permits issued in FCC File Nos. BMPFT-20130930BFN and BMPFT-20130930BGU, respectively.**
- 2. All documentation in connection with the Licenses, including the Applications and FAA applications; engineering studies, analyses, and statements; market and site research; and correspondence.**