

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of February 9, 2019 by and between Georgia-Carolina Radiocasting Company, LLC, a South Carolina limited liability company ("GA-CA"), Tugart Properties, LLC, a Georgia limited liability company ("TP"), collectively ("Seller"), and Blue Ridge Broadcasting Corporation, a 501(c)(3) exempt organization ("Buyer").

Recitals

WHEREAS, TP is the licensee of radio station W267AD 101.3 MHz licensed to Cherokee, North Carolina (FCC Facility Number 30442) ("W267AD") and GA-CA is currently engaged in building and licensing W278CG 103.5 MHz licensed to Clemson, South Carolina (FCC Facility Number 147255) ("W278CG") (collectively "Stations");

WHEREAS, Seller operates or will operate the Stations, and owns substantially all of the assets of the Stations other than the licenses, permits and other authorizations issued to Seller by the Federal Communications Commission (the "FCC") relating to the Stations (the "FCC Authorizations");

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, certain assets used in the conduct of the business and operations of the Stations, including, but not limited to, contracts used in the operation of the Stations, the FCC Authorizations, real property either owned, leased or under option, tangible personal property and files and records, all to the extent, and only to the extent, used exclusively in the operation of the Stations, subject to the terms and conditions set forth herein;

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. Stations Exclusive Operational Assets. On the terms and subject to the conditions hereof, at Closing (defined below), except as set forth in Sections 1.2 and 1.3, 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 the following assets and properties of Seller all to the extent, and only to the extent, they are used or held for use exclusively in the operation of the Stations (the "Stations Exclusive Operational Assets"):

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

(b) all of Seller's equipment, transmitters, antennas, cables, towers, fixtures, spare parts and other tangible personal property listed on Schedule 1.1(b);



(c) all of Seller's interest in those certain tower leases identified on Schedule 1.1(c) (the "Leased Real Property");

(d) all contracts, agreements and leases listed on Schedule 1.1(d), together with all contracts, agreements, and leases made with Buyer's approval between the date hereof and Closing in the ordinary course of the Stations' business and in accordance with the terms and conditions of Section 4.1 below (the "Station Contracts") but excluding all agreements for the sale of advertising time on the Station; and

(e) Seller's rights in and to all the files, documents and records (or copies thereof) relating exclusively to the operation of the Station, including the Stations' local public files housed digitally with the FCC, engineering data and logs, as applicable, but excluding records relating to Excluded Assets (defined below).

The Stations Exclusive Operational Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens") except for Assumed Obligations (defined in Section 1.4), liens for taxes not yet due and payable, liens that will be released at or prior to Closing, and, with respect to the Leased Real Property, such other easements, rights of way, building and use restrictions and other exceptions in existence on the date hereof and that do not in any material respect detract from the value of the property subject thereto or impair the use thereof in the ordinary course of the business of the Stations (collectively, "Permitted Liens").

Notwithstanding the above, GA-CA is currently engaged in building and licensing W278CG. Such work will be completed at GA-CA's sole expense prior to Closing. GA-CA will operate W278CG per the specifications of its Construction Permit for a period of 60 days prior to Closing (the "Testing Phase"). If, at the end of the Testing Phase, there exist any unresolved listener complaints or Informal Objections filed with the FCC arising out of the operation of W278CG, then the Testing Phase will extend an additional 120 days. If unresolved listener complaints remain at the end of the additional 120 days, then Buyer, at its sole discretion, will have the option to lease W278CG for \$1500.00 per month until the interference issues are resolved to the satisfaction of both Buyer and GA-CA. One-half of the rent paid during this time will be deducted from the sale price of W278CG. If Buyer doesn't exercise its option to lease W278CG or both parties agree that the interference issues can't be reasonably resolved, then Buyer and Seller will have no obligation to close on the purchase of W278CG and W267AD.

1.2. Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Exclusive Operational Assets shall not include: (i) any assets of any nature not used exclusively in the operation of the Stations nor (ii) any other assets of Seller, all such assets hereinafter referred to as "Excluded Assets." The Excluded Assets will be defined and interpreted broadly as any assets not used exclusively in the operation of the Stations and shall include without limitation, the following assets or any right, title or interest therein:

(a) all tangible and intangible personal property of Seller retired or disposed of between the date of this Agreement and Closing in accordance with Article 4;

(d) all Stations' Contracts that are terminated or expire prior to Closing in accordance with Article 4 and all agreements for the sale of advertising time on the Stations;

(e) Seller's corporate and trade names, charter documents, and books and records relating to the organization, existence or ownership of Seller, duplicate copies of the records of the Stations, and all records not relating exclusively to the operation of the Stations;

(f) all contracts of insurance, all coverages and proceeds thereunder and all rights in connection therewith, including without limitation rights arising from any refunds due with respect to insurance premium payments to the extent related to such insurance policies;

(g) all pension, profit sharing plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Seller;

(h) the Stations' accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided prior to the Closing (defined below) or otherwise arising during or attributable to any period prior to the Closing;

(i) any non-transferable shrink-wrapped computer software and any other non-transferable computer licenses that are not material to the operation of the Stations;

(j) all rights and claims of Seller, whether mature, contingent or otherwise, against third parties with respect to the Stations and the Stations' Exclusive Operational Assets, to the extent arising during or attributable to any period prior to the Effective Time;

(k) all deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent Seller receives a credit therefore under Section 1.6;

(l) all claims of Seller with respect to any tax refunds attributable to any period prior to Closing;

(m) all Station vehicles;

(n) any operating systems and related assets that are used in the operation of multiple stations or other business units; and

1.3. RESERVED.

1.4. Limited Assumption of Obligations. On the Closing Date (defined below), Buyer will only assume those liabilities of the Seller set forth on Schedule 1.1(d) under executory contracts relating exclusively to the Stations' Exclusive Operational Assets (collectively, the "Assumed Obligations"). Except for the Assumed Obligations, and 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"). Buyer shall not assume the employment of any employees of the Stations as of the Closing, nor shall it assume the engagement of any contractor of the Stations.

1.5. Purchase Price; Escrow. In consideration for the sale of the Stations Exclusive Operational Assets to Buyer, at Closing Buyer shall pay Seller in cash the aggregate sum of Three Hundred Twenty-Five Thousand United States Dollars (\$325,000) (the "Purchase Price"), as hereinafter set forth. Simultaneously with the execution of this Agreement, Buyer shall deposit Sixteen Thousand United States Dollars (\$16,000.00) (the "Deposit") in escrow (the



“Escrow”) and such deposit shall be governed by an escrow agreement (the “Escrow Agreement”) of even date herewith and executed by the Buyer and Seller and a third party escrow agent, Jorgenson Broadcast Brokerage (the “Escrow Agent”). The Escrow shall be a good faith deposit and managed and distributed by the Escrow Agent with all interest accruing to the benefit of the Buyer. The Seller shall receive the Escrow as a portion of the Purchase Price at the Closing of the transactions contemplated by this Agreement. If the Closing does not occur, the Escrow will be refunded to Buyer if the proposed transaction is not consummated for reasons other than Buyer’s breach of this Agreement.

For clarity, the Parties agree that Purchase Price will be allocated between the Stations as follows:

(a) W278CG - \$ 175,000

(b) W267AD – \$ 150,000

If at the end of the Testing Phase (Sec. 1.1), there exist any unresolved listener complaints or Informal Objections filed with the FCC relative to W278CG, then Buyer and Seller will have no obligation to close on the sale of the Stations.

Further, the sale of W267AD is subject to Buyer executing a mutually satisfactory lease for antenna and equipment space with Macon County, North Carolina for the antenna and equipment space presently rented by Seller. Should executing such lease not occur, then Buyer and Seller will have no obligation to close on the sale of the Stations.

1.6. Prorations and Adjustments. All prepaid and deferred income and expenses relating to the Stations Exclusive Operational Assets or arising from the operation of the Stations shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles (“GAAP”) as of 12:01 a.m. on the day of Closing (the “Effective Time”). Such prorations shall include without limitation all ad valorem, real estate and other property taxes (except transfer taxes as provided by Section 11.1), music and other license fees, utility expenses, deposits, rent and other amounts under Stations’ Contracts and similar prepaid and deferred items. Seller shall receive a credit for all of the Stations’ deposits and prepaid expenses. Prorations and adjustments shall be made at Closing to the extent practicable. As to those prorations and adjustments not capable of being ascertained at Closing, an adjustment and proration shall be made within ninety (90) calendar days of Closing.

1.8. Allocation. The Purchase Price shall be allocated among the Station Exclusive Operational Assets as provided in Section 1.5. Seller and Buyer agree to use the allocation determined pursuant to this Section for all tax purposes, including without limitation those matters subject to Section 1060 of the Internal Revenue Code of 1986, as amended.

1.9. Closing. The consummation of the sale and purchase of the Stations Exclusive Operational Assets provided for in this Agreement (the “Closing”) shall take place on a date mutually agreed upon by Buyer and Seller no later than 70 days after the date of the FCC Consent (as defined in Section 1.10 below), subject to the satisfaction or waiver of the conditions set forth in Articles 6 or 7 below. The date on which the Closing is to occur is referred to herein as the “Closing Date.”

1.10. Governmental Consents.

(a) Within five (5) business 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.

(b) Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any FCC filing hereunder.

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller makes the following representations and warranties to Buyer:

2.1. Organization. Seller 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 each jurisdiction in which the Stations Exclusive Operational Assets are located. Seller has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be delivered under Article 8 to be delivered and made by Seller pursuant hereto, including the Escrow Agreement (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 Seller 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 as set forth on Schedule 2.3 and except for the FCC Consents (as defined in Section 1.10 above) and consents to assign certain of the Stations Contracts, 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. Except as set forth on Schedule 1.1(a):

Seller 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; there is not pending, or, to Seller's knowledge, threatened, any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability); there is not issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against the Stations or against Seller with respect to the Stations that could result in any such action; and the Stations are 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. Taxes. Seller has, in respect of the Stations' business, filed all material federal, state, county and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

2.6. Personal Property. Schedule 1.1(b) contains a list of material items of Tangible Personal Property included in the Stations Exclusive Operational Assets. Except as set forth on Schedule 1.1(b), Seller has good and marketable title to the Tangible Personal Property free and clear of Liens other than Permitted Liens.

2.7. Leased Real Property. Schedule 1.1(c) contains a description of all Leased Real Property included in the Stations Exclusive Operational Assets. Schedule 1.1(c) includes a description of the lease of Leased Real Property included in the Stations Contracts (the "Leased Real Property Lease").

2.8. Contracts. Each of the Stations Contracts (including without limitation the Leased Real Property 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 each of the Stations Contracts in all material respects, and is not in material default thereunder, and to Seller's knowledge, no other party to any of the Stations Contracts is in default thereunder.

2.9. Insurance. Seller maintains insurance policies or other arrangements with respect to the Stations and the Stations Exclusive Operational Assets consistent with its practices for other stations and will maintain such policies or arrangements until the Closing (as defined in Section 1.9 above). Seller has not received notice from any issuer of such policies of its intention to cancel, terminate or refuse to renew any policy issued by it with respect to the Stations and the Stations Exclusive Operational Assets.

2.10. Compliance with Law. Except as set forth on Schedule 2.10, (i) Seller has complied in all material respects with all laws, rules and regulations, including without limitation

all FCC rules and regulations applicable to the operation of the Stations, and all decrees and orders of any court or governmental authority which are applicable to the operation of the Stations, and (ii) to Seller's knowledge, there are no governmental claims or investigations pending or threatened against Seller in respect of the Stations except those affecting the industry generally.

2.11. Litigation. Except as set forth on Schedule 2.11, there is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Stations that will subject Buyer to liability or which will affect Seller's ability to perform its obligations under this Agreement. Seller is not operating under or subject to any order, writ, injunction or decree relating to the Stations or the Stations Exclusive Operational Assets of any court or governmental authority which would have a material adverse effect on the condition of the Stations or any of the Station Exclusive Operational Assets or on the ability of Seller to enter into this Agreement or consummate the transactions contemplated hereby, other than those of general applicability.

2.12. Finder. Except for Jorgenson Broadcast Brokerage, who was retained by Seller and whose fee shall be paid by Seller, no broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller:

3.1. Organization. Buyer, a 501(c)(3) exempt organization, 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 each jurisdiction in which its 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, including the Escrow Agreement (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 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. Litigation. There is no action, suit or proceeding pending or, to Buyer's knowledge, threatened against Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of Buyer to perform its obligations hereunder.

3.5. Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Stations 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. There are no matters which might reasonably be expected to result in the FCC's denial or delay of approval of the FCC Application.

3.6. Finder. Except for Jorgenson Broadcast Brokerage, who was retained by Seller and whose fee shall be paid by Seller, no broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer's behalf.

ARTICLE 4: CERTAIN COVENANTS

4.1. Seller's Covenants. Between the date hereof and Closing, except as permitted by this Agreement or with the prior written consent of Buyer, which shall not be unreasonably withheld, delayed or conditioned, Seller shall:

(a) operate the Stations in the ordinary course of business and in all material respects in accordance with FCC rules and regulations and with all other applicable laws, regulations, rules and orders;

(b) not materially adversely modify, and in all material respects maintain in full force and effect, the FCC Licenses;

(c) not sell, lease or dispose of or agree to sell, lease or dispose of any of the Stations Exclusive Operational Assets unless replaced with similar items of substantially equal or greater value and utility as reasonably determined by Buyer, or create, assume or permit to exist any Liens upon the Stations Exclusive Operational Assets, except for Permitted Liens, and not dissolve, liquidate, merge or consolidate with any other entity;

(d) upon reasonable notice, give Buyer and its representatives reasonable access during normal business hours to the Stations Exclusive Operational Assets, and furnish Buyer with information relating to the Stations Exclusive Operational Assets that Buyer may reasonably request, provided that such access rights shall not be exercised in a manner that interferes with the operation of the Stations; and



(e) not enter into new Station Contracts that will be binding upon Buyer after Closing or amend any existing Station Contracts, except for Station Contracts made with Buyer's prior written consent.

For purposes of calculating the amount of "post-Closing payments by Buyer," if a contract is terminable by giving advance notice, then such amount shall include only the post-Closing amount that would be payable if a termination notice were given at Closing (whether or not such notice is in fact given), but in no event shall such amount be more than the amount payable absent such termination notice.

4.2 Buyer's Covenants. Without the Seller's prior written consent, Buyer covenants not to directly solicit any employees of the Stations for employment for a period of six months after the date of the Closing. For clarity, it is agreed that Buyer's general solicitation through the media or by a search firm, in either case, that is not directed specifically to any station employee, will not be considered directly soliciting.

ARTICLE 5: JOINT COVENANTS

Buyer and Seller hereby covenant and agree as follows:

5.1. 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 for the purpose of consummating the transaction contemplated by this Agreement. Notwithstanding anything to the contrary herein, Buyer and Seller and their affiliates may, in accordance with their respective legal obligations (including without limitation filings permitted or required by the applicable securities laws or any securities market), make such filings and public statements and announcements as they deem necessary or appropriate in connection with this Agreement and the transactions contemplated hereby.

5.2. Announcements. Except as set forth in Section 5.1, prior to Closing, no party shall, without the prior review and written consent of the other as to content and release date, 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, including any reporting requirements with the United States Securities and Exchange Commission or the FCC.

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

5.4. Risk of Loss.

(a) Seller shall bear the risk of any loss of or damage to any of the Stations Exclusive Operational Assets at all times until the Closing, and Buyer shall bear the risk of any such loss or damage thereafter.

(b) If prior to the Closing any item of Tangible Personal Property is damaged or destroyed or otherwise not in the condition described in Section 2.6 in any material respect, then:

(i) at Seller's cost, Seller shall use commercially reasonable efforts to repair or replace such item in all material respects in the ordinary course of business; and

(ii) if such repair or replacement is not completed prior to Closing, then the parties shall proceed to Closing (with Seller's representations and warranties deemed modified to take into account any such condition) and Seller shall promptly repair or replace, at Seller's cost, such item in all material respects after Closing (and Buyer will provide Seller access and any other reasonable assistance requested by Seller with respect to such obligation), except that if such damage or destruction materially disrupts Stations operations, then Buyer may postpone Closing until the date five (5) business days after operations are restored in all material respects, subject to Section 10.1.

(c) If prior to Closing, the Station is off the air or operating at a power level that results in a material reduction in coverage (a "Broadcast Interruption"), then Seller shall use commercially reasonable efforts to return the Station to the air and restore prior coverage as promptly as possible in the ordinary course of business. Notwithstanding anything herein to the contrary, if prior to Closing there is a Broadcast Interruption, then Buyer may postpone Closing until the date five (5) business days after the Station returns to the air and prior coverage is restored in all material respects, subject to Section 10.1.

(d) Seller warrants that it currently has or will install before the Closing a silence sensor for WSNW-AM, WGOG-HD3 and WNCC HD3 and that the WNCC-FM transmitter possesses an auxiliary power supply. Seller agrees to notify Buyer's designated engineer by phone or text as soon as reasonably possible of any off-air failure of the "primary stations." Should either "primary station" go off-air or otherwise lose ability to feed W278CG and W267AD, respectively, for reasons other than Acts of God or a WMIT off-air occurrence, for eight hours in a 24-hour period, and for each similar period thereafter (eight hours in a 24-hour period) ("Off-Air Segment"), Seller agrees to pay Buyer an administrative fee of \$150.00 per primary station Off-Air Segment during the first four years of Buyer's lease and beginning with year five of Buyer's lease, then Buyer is credited the financial equivalent of one month's rent per primary station Off-Air Segment. Should either Facility go off-air due to an Act of God and be off-air for 48 hours in a 72-hour period, and for each similar period thereafter (48 hours in a 72-hour period), then such occurrences shall be handled in the same manner as Off-Air Segments described above.

5.5. Consents.

(a) The parties shall use commercially reasonable efforts to obtain (i) any third party consents necessary for the assignment of any Station Contract (which shall not require any payment to any such third party), and (ii) execution of a reasonable estoppel certificate by the lessor under the Leased Real Property Lease (if consent to assignment is required thereunder), but no such consents or estoppel certificates are conditions to Closing.

(b) To the extent that any Station Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant to this Agreement shall not constitute an assignment of such Station Contract; provided, however, with respect to each such Station Contract, Seller and Buyer shall cooperate to the extent feasible in effecting a lawful and commercially reasonable arrangement under which Buyer shall receive the benefits under the Station Contract from and after Closing, and to the extent of the benefits received, Buyer shall pay and perform Seller's obligations arising under the Station Contract from and after Closing in accordance with its terms.

ARTICLE 6: 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):

6.1. Representations, Warranties 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 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 Authorization. The FCC Consent shall have been obtained.

6.4. Deliveries. Buyer shall have complied with its obligations set forth in Section 8.2.

ARTICLE 7: 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):

7.1. Representations, Warranties 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 7.1(a) and (b) have been satisfied.

7.2. 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.

7.3. FCC Authorization. The FCC Consent shall have been obtained.

7.4. Deliveries. Seller shall have complied with its obligations set forth in Section 8.1.

ARTICLE 8: CLOSING DELIVERIES

8.1. Seller Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer:

(i) certified copies of resolutions authorizing the execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby;

(ii) the certificate described in Section 7.1(c);

(iii) an assignment of FCC authorizations assigning the FCC Licenses from Licensee to Buyer;

(iv) an assignment and assumption of contracts assigning the Station Contracts from Seller to Buyer;

(v) an assignment and assumption of leases assigning the Leased Real Property Lease from Seller to Buyer;

(vi) a bill of sale conveying the other Stations Exclusive Operational Assets from Seller to Buyer; and

(vii) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Stations Exclusive Operational Assets from Seller to Buyer, free and clear of Liens, except for Permitted Liens.

8.2. Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller:

(i) the Purchase Price in accordance with Section 1.5 hereof;

(ii) certified copies of resolutions authorizing the execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby;

- (iii) the certificate described in Section 6.1(c);
- (iv) an assignment and assumption of contracts assuming the Station Contracts;
- (v) an assignment and assumption of lease assuming the Leased Real Property Lease; and
- (vi) such other documents and instruments of assumption that may be necessary to assume the Assumed Obligations.

ARTICLE 9: SURVIVAL; INDEMNIFICATION

9.1. Survival. The representations and warranties in this Agreement shall survive Closing for a period of six (6) months from the Closing Date whereupon they shall expire and be of no further force or effect, except that if within such six (6) month 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 covenants and agreements in this Agreement shall survive Closing until performed.

9.2. Indemnification.

(a) Subject to Section 9.2(b), from and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from:

(i) any breach by Seller of its representations and warranties made under this Agreement; or

(ii) any default by Seller of any covenant or agreement made under this Agreement; or

(iii) the Retained Obligations; or

(iv) the business or operation of the Stations before the Effective Time, except for the Assumed Obligations.

(b) Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Seller shall have no liability to Buyer under Section 9.2(a)(i) until, and only to the extent that, Buyer's aggregate Damages exceed an amount equal to Twenty-Five Thousand Dollars (\$25,000), and (ii) the maximum aggregate liability of Seller under this Section 9.2 shall be an amount equal to Three Hundred Twenty Five Thousand United States Dollars (\$325,000).

(c) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from:

(i) any breach by Buyer of its representations and warranties made under this Agreement; or

(ii) any default by Buyer of any covenant or agreement made under this Agreement; or

(iii) the Assumed Obligations; or

(iv) the business or operation of the Station after the Effective Time.

(d) Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Buyer shall have no liability to Seller under Section 9.2(c)(i) until, and only to the extent that, Seller's aggregate Damages exceed an amount equal to Twenty-Five Thousand Dollars (\$25,000), and (ii) the maximum aggregate liability of Buyer under this Section 9.2 shall be an amount equal to Three Hundred Twenty Five Thousand United States Dollars (\$325,000).

9.3. Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties that is subject to indemnification hereunder (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced and provided that such notice is given within the time period described in Section 9.1.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel selected by it. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's cost (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim; and

(iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim.

ARTICLE 10: TERMINATION AND REMEDIES

10.1. Termination. Subject to Section 10.3, 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 make the Deposit on the date hereof; and 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 eighteen (18) months after the date of this Agreement.

10.2. 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 determined under Section 1.9; 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 determined under Section 1.9, 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 twenty (20) calendar days after the Closing Date determined under Section 1.9, upon which the Closing Date would be delayed until the end of the Cure Period, or the cure is achieved, whichever is earlier.

10.3. Survival. The termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Section 1.5 (with respect to the Deposit and Escrow), 5.1 (Confidentiality) and 11.1 (Expenses) shall survive any termination of this Agreement.

ARTICLE 11: MISCELLANEOUS

11.1. 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. All governmental fees and charges applicable to the request for the FCC Consent shall be paid one-half by Seller and one-half by Buyer. All transfer taxes shall be paid by the Buyer. All other governmental fees, charges and assessments shall be paid by the Party upon whom any such fee, charge or assessment is imposed.



11.2. Further Assurances. After Closing, each party shall from time to time, at the written 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.

11.3. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, provided, however, that Buyer and/or Seller may assign its rights hereunder to an affiliate of Buyer and/or Seller, provided that Buyer and/or Seller shall remain liable for all of its obligations hereunder. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

11.4. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission 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):

to the Buyer:

Mr. David P. Bruce
President
Blue Ridge Broadcasting Corporation
PO Box 937
Montreat, NC 28757
Email: dbruce@bgea.org
Fax No: 828-664-0212

with copies to:

Justin T. Arnot
General Counsel
Billy Graham Evangelistic Association
1 Billy Graham Parkway
Charlotte, NC 28207
Fax No: 704-401-3008
Email: jarnot@bgea.org

Jim Kirkland
Executive Director, Audio Media
Billy Graham Evangelistic Association
3 Porters Cove Road
Asheville, NC 28805
Fax No: 828-298-0117
Email: jkirkland@brb.org

to the Seller:

Douglas M. "Art" Sutton, Jr.
President/CEO
Georgia-Carolina Radiocasting Company, LLC
P.O. Drawer E
Toccoa, GA 30577



11.5. 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.

11.6. Entire Agreement. This Agreement (including the Exhibits and 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 of any nature whatsoever with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

11.7. 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.

11.8. 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.

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

11.10. 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.

[SIGNATURE PAGE FOLLOWS]



SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER:

**BLUE RIDGE BROADCASTING
CORPORATION**

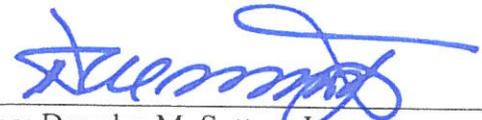
By: 
Name: David P. Bruce
Title: President

SELLER:

GEORGIA-CAROLINA RADIOCASTING COMPANY, LLC

By: 
Name: Douglas M. Sutton, Jr.
Title: President/CEO

TUGART PROPERTIES, LLC

By: 
Name: Douglas M. Sutton, Jr.
Title: Managing Member-Broadcasting