

## ASSET PURCHASE AGREEMENT

THIS AGREEMENT is entered into as of this 20<sup>th</sup> day of May, 2016, and is by and between Full Smile, Inc. a Missouri not-for-profit Corporation ("Seller") and American Media Investments, Inc. American Media Investments, Inc., a Kansas for-profit Corporation ("Buyer");

### WITNESSETH:

THAT WHEREAS, Seller is the licensee of FM Translator Station K258BF at Warsaw, Missouri, operating on FM Channel 258, 99.5 MHz, with the FCC Facility ID Number 140767 pursuant to Federal Communications Commission ("FCC") License BLFT-20070718ADW (the Warsaw Station); and

WHEREAS, Seller is also the permittee of a Construction Permit for FM Translator Station K233CN, to operate at Osceola, Missouri on FM Channel 233, 94.5 MHz pursuant to FCC Construction Permit BNPFT-20130813ABX with the FCC ID Number 140759 (the Osceola Permit); and Seller is also the permittee of a Construction Permit for FM Translator Station K293BV, to operate at Nevada, Missouri on FM Channel 293, 106.5 MHz pursuant to FCC Construction Permit BNPFT-20130813ABY with the FCC ID Number 140761 (The Nevada Permit); and

WHEREAS, Buyer desires to acquire the Warsaw License, the Osceola Permit and the Nevada Permit (collectively referred to herein as the "Stations") and certain associated broadcast equipment associated with some or all of the Stations; and Seller desires to sell, assign, transfer and convey the same to Buyer pursuant to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS:** Unless otherwise stated in this Agreement, the following terms shall have the following meanings:

(a) Closing Date or Closing means the date on which the transfer or assignment of ownership of the Assets shall occur, which shall be not later than the last day of the month in which the FCC consent to assignment of the licenses of all of the Stations to Buyer (or on such earlier date as the Parties mutually agree) has become a Final Order, as defined below.

(b) Final Order means an Order of the FCC granting its consent and approval to the assignment of the Warsaw License and the Osceola Permit and the Nevada Permit from Seller to Buyer, which is no longer subject to rehearing, reconsideration or review by the FCC, or to a request for stay, an appeal or review by any court under the Communications Act of 1934, or the Rules and Regulations of the FCC.

2. **SALE AND TRANSFER OF ASSETS:** On the Closing Date, Seller agrees to sell and shall sell, transfer, assign, convey and deliver to the Buyer the License and Construction Permits for the Stations listed on the attached **Exhibit A** as well as the broadcast equipment and assets that are identified in the attached **Exhibit B**. The Assets so identified include those of Seller's owned or leased assets used or useful in the operation of the Stations that Buyer wishes to acquire or assume, including assignable licenses, permits, grants and authorizations (including FCC licenses, permits and authorizations) used or useful exclusively in the operation of the Stations, to the extent lawfully transferable; furniture, fixtures, receivers, transmitters, antennas, transmission lines, and related equipment used or useful exclusively in the operation of the Stations; and those files, records, and logs pertaining exclusively to the operation of the Stations.

3. **PURCHASE PRICE:** The total consideration to be paid by Buyer to Seller pursuant to this Agreement and the full Purchase Price for the Assets to be assigned to Buyer is Eighty Four Thousand Dollars (\$84,000). Buyer will pay the Purchase Price, net of any prorations calculated at Closing, by means of wire transfer of immediately available funds to Seller at the Closing.

4. **ASSUMED CONTRACTS AND OBLIGATIONS.** No expense, debt or liability of Seller, of any nature whatsoever, shall be assigned to or assumed by Buyer unless said assignment and assumption is set forth in this Agreement. The contracts to be assigned to and assumed by Buyer at Closing, if any, are those listed in **Exhibit C**. Seller shall cooperate with Buyer to secure any and all necessary consents to such assignments without any new material terms that are adverse to Buyer. In the event the parties cannot secure an assignment of any such agreements, or should third party contractors of Seller require material changes to the agreement or agreements that are not satisfactory to Buyer, Buyer shall have the right to terminate this Agreement without penalty on or before the Closing Date.

5. **TERMINATION REGARDING FCC MATTERS:** This Agreement may be terminated at the option of either party upon written notice to the other party if a Final Order consenting to the assignment of the Warsaw License, the Osceola Permit and the Nevada Permit to Buyer has not been obtained from the FCC before the earlier of (a) twelve (12) months from the date of this Agreement; or (b) a date 30 days prior to the expiration date of either the Osceola Permit or the Nevada Permit; provided however, that neither party may terminate this Agreement if that party is in default hereunder, or if a delay in any decision or determination by the FCC respecting either application has been caused or materially contributed to (i) by any failure of the terminating party to furnish, file or make available to the FCC information within its control; (ii) by the willful furnishing by the terminating party of incorrect, inaccurate, or incomplete information to the FCC, or (iii) by any other action taken by the terminating party for the purpose of delaying the FCC's decision or determination respecting the application.

6. **TRANSFER OF ASSETS:** Seller, on the Closing Date at the Closing Place, will sell, transfer, convey, assign and deliver to Buyer the Warsaw License, the Osceola Permit and the Nevada Permit and the associated broadcast equipment assets listed on Exhibit B.

7. **CONSENT OF THE FCC:** It is specifically understood and agreed that the consummation of this Agreement shall be subject to the prior consent of the FCC without conditions materially adverse to the Buyer. Upon the execution of this Agreement, Seller and Buyer will, at their mutual expense, proceed to expeditiously prepare and file with the FCC the requisite Assignment Application to secure such consent, together with such other necessary instruments and documents as may be required. The parties further agree to tender the said Assignment Application to the FCC within five (5) business days of the date of execution of this Agreement, and thereafter to prosecute said Application with diligence, and to cooperate with each other and to use their best efforts to obtain the requisite consent and approval promptly, and to carry out the provisions of this Agreement. Buyer and Seller shall each bear half of the expense, but Buyer shall be responsible for the advancement of the payment of any FCC filing fee for the Assignment Application.

8. **LEGAL NOTICE:** Upon the filing of the assignment application, Seller shall be responsible for, and shall take the necessary steps, to provide such legal/public notice concerning the filing of the FCC Assignment Application as may be required by the FCC Rules. If requested by Buyer, Seller shall provide Buyer with evidence of Seller's compliance with the legal or public notice requirements of the FCC.

9. **SECTION 73.1150 STATEMENT:** Both the Seller and Buyer agree that the Seller has retained no rights of reversion of the Warsaw License, the Osceola Permit or the Nevada Permit, no right to the reassignment or reversion thereof to Seller in the future, and Seller has not reserved the right to use the facilities of the Stations in the future for any reason whatsoever.

10. **COMPLIANCE WITH LAWS:** Seller has not received any notice asserting noncompliance by it in connection with the licenses of the Stations with respect to any applicable local, state or federal (including FCC) statute, rule or regulation. Seller is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency or other governmental authority or any other tribunal duly authorized to resolve disputes in any respect material to the transactions contemplated hereby. There are no applications, complaints or proceedings pending or, to the best of Seller's knowledge, threatened before the FCC relating to the licenses of the Stations, or any of them, which would have a material adverse effect on the future operation of the Stations, or any of them.

11. **COVENANTS, REPRESENTATIONS AND WARRANTIES:**

(a). Seller has full power and authority to enter into this Agreement and is the holder of the Warsaw License, the Osceola Permit and the Nevada Permit.

(b). Buyer has full power and authority to enter into this Agreement and has correctly represented its financial standing to consummate this Agreement.

(c) Seller is assigning the Warsaw License, the Osceola Permit and the Nevada Permit

Stations to Buyer without any representation or warranty as to their suitability, usability or non-interference with other broadcast facilities, or any warranty as to the future performance or reliability of the translator station, as Buyer may modify the Stations, or any of them.

(d) Seller hereby covenants and agrees to cooperate with Buyer with regard to the Buyer's preparing and filing one or more contingent minor change and/or minor modification applications for the Stations, or any of them at Buyer's option, pursuant to the FCC's Rules. Seller shall as Buyer's request provide written consent to Buyer for the filing of such a modification application, and Seller shall associate Buyer's FRN number with each of the Stations so that Buyer can submit such modification application in Buyer's name from Buyer's FCC CDBS Account; or alternatively Seller will file Buyer's prepared modification application. Buyer shall be responsible for all legal and engineering costs associated with the contingent modification application(s), including the response to any petitions or comments that might be filed against that application, and for any and all FCC filing fees that may be required. If any petitions or comments are filed against the Assignment Application that relate to the contingent modification application, Buyer shall be responsible for responding to the same.

as is <sup>9/5/2011</sup> (e) The Exhibit B broadcast equipment being conveyed hereby from Seller to Buyer is in ~~good~~ operating condition and is adequate and suitable for the purpose for which they are presently used. Between the date hereof and the Closing Date, Seller shall maintain such equipment in good operating condition and shall, at its own expense, keep all such equipment in a good state of repair and operating efficiency.

**12. CONDITIONS TO CLOSING:** The Closing of the transactions hereby provided for shall be conditioned, inter alia, upon the satisfaction of the following conditions: (i) receipt of final consent of the FCC to the assignment of the licenses and permits of the Stations from Seller to Buyer; (ii) grants of applications for minor change and modification of the license and/or the construction permit of the Stations (to be applied for following execution of this Agreement in a timely manner at Buyer's sole expense and with the reasonable cooperation of Seller in the filing of necessary applications therefor) as per Section 11(d) hereinabove, so as to permit Buyer to construct and utilize the modified facilities of the Stations with such primary radio broadcasting stations as may be specified by Buyer; and (iii) Seller's delivery to Buyer of the Assets free and clear of liens, encumbrances, and adverse claims; and except for any obligations or liabilities of Seller that Buyer may expressly agree to assume in and which are listed in **Exhibit C** hereto.

**13. FCC QUALIFICATIONS:**

(a) Seller is qualified under the Communications Act of 1934, as amended, to assign the Stations to Buyer.

(b) Seller does not know of any facts relating to Seller which would cause the FCC to deny its consent to the assignment of the licenses and construction permits for the Stations

to Buyer. Should any such facts come to Seller's attention, Seller shall promptly notify Buyer thereof and Seller shall use its reasonable best efforts and take such steps as may be reasonably necessary to remove any such impediment to the Assignment.

**14. SELLER'S PERFORMANCE AT CLOSING:** On the Closing Date at the Closing Place, Seller shall execute and deliver or cause to be delivered to Buyer the following:

(a) An Assignment to Buyer of the license and construction permits for the Stations, together with any and all other related authorizations.

(b) An Assignment to Buyer of all rights, title and interest in and to the Call Letters for each of the Stations.

(c) Such other assignments, assumption agreements, bills of sale or other instruments as may be required to effectuate this Agreement and the assignment of the license and construction permits for the Stations and related broadcast equipment assets from Seller to Buyer, as well as an assignment to Buyer of any agreements that Buyer wishes to assign.

**15. GENERAL INDEMNIFICATION.**

(a) Seller on the one hand, and Buyer on the other hand, shall indemnify, defend and hold harmless each other and any employee, representative, agent, director, officer, affiliate or permitted assign of each other (each, an "Indemnified Party") from and against any and all claims, actions, causes of action, suits, proceedings, liabilities, obligations, losses and damages, amounts paid in settlement, diminution of value, interest, costs and expenses (including reasonable attorneys' fees, court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) (collectively, "Losses") asserted against, incurred or suffered by any Indemnified Party as a result of, arising out of, or relating to: (i) the failure of any representation or warranty of the Indemnifying Party made in the Agreement to have been true and correct when made or as of the Closing Date as though such representation or warranty were made at and as of the Closing Date; or (ii) the breach by the Indemnifying Party of any covenant or agreement of such Party contained in this Agreement to the extent not waived by the other Party hereto.

(b) Seller further agrees to indemnify and hold harmless Buyer and any other Indemnified Party of Buyer from and against any Losses asserted against, incurred or suffered by Buyer or any other Indemnified Party of Buyer arising out of, resulting from, or relating to the operation of the Stations and ownership of the Stations' assets prior to the Closing.

(c) Buyer further agrees to indemnify and hold harmless Seller and any other Indemnified Party of Seller from and against any Losses asserted against, incurred or suffered by Seller or any other Indemnified Party of Seller arising out of, resulting from, or relating to

the modification of the Warsaw License, the Osceola Permit and/or the Nevada Permit, and from the operation of the Stations after the Closing.

**16. GENERAL PROCEDURES FOR INDEMNIFICATION.**

(a) The Indemnified Party seeking indemnification under this Agreement shall promptly notify in writing the Party or Parties against whom indemnification is sought (the “Indemnifying Party”) of the assertion and basis of any claim, or the commencement and basis of any action, suit or proceeding by any third party in respect of which indemnity may be sought hereunder (a “Third Party Claim”) and will give the Indemnifying Party such information with respect thereto as the Indemnifying Party may reasonably request, but failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (unless the Indemnifying Party has suffered material prejudice by such failure). The Indemnifying Party shall have the right, but not the obligation, exercisable by written notice to the Indemnified Party within thirty (30) days of receipt of notice from the Indemnified Party of the commencement of a Third Party Claim, to assume the defense and control the settlement of such Third Party Claim that involves (and continues to involve) solely money damages. Failure by the Indemnifying Party to so notify the Indemnified Party shall be deemed a waiver by the Indemnifying Party of its right to assume the defense of such claim.

(b) Whether or not the Indemnifying Party chooses to defend or prosecute any Third Party Claim, the Parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

(c) The Indemnifying Party or the Indemnified Party, as the case may be, shall have the right to participate in (but not control), at its own expense, the defense of any Third Party Claim that the other is defending, as provided in this Agreement.

(d) The Indemnifying Party, if it has assumed the defense of any Third Party Claim as provided in this Agreement, shall not consent to, or enter into, any compromise or settlement of, or consent to the entry of any judgment arising from, any such Third Party Claim (which compromise, settlement, or judgment: (i) commits the Indemnified Party to take, or to forbear to take, any action; or (ii) does not provide for a complete release by such Third Party of the Indemnified Party) without the Indemnified Party's prior written consent. If the conditions set forth herein are met but the Indemnified Party refused to settle any Third Party Claim, the Indemnifying Party may tender the settlement amount and be relieved of further liability.

(e) The Indemnifying Party shall not be entitled to require that any action be brought against any other person before action is brought against it hereunder by the Indemnified

Party, but shall be subrogated to any right of action to the extent that it has paid or successfully defended against any Third Party Claim.

17. **BUYER'S PERFORMANCE AT CLOSING:** On the Closing Date at the Closing Place, Buyer shall deliver to Seller a bank check, cash or wire transfer in the amount of Eighty - Four Thousand Dollars (\$ 84,000.00) and execute all applicable Closing Documents.

18. **REMEDIES:** It is agreed and understood that the Stations and the Assets involved in this transaction are unique. Therefore, in the event of Seller's breach of this Agreement which is the result of Seller's refusal to sell the Stations to Buyer despite Buyer being ready, willing and able to close and all conditions and terms hereof having been timely met by Buyer, Buyer may and shall be entitled to seek the equitable remedy of specific performance to enforce Seller's obligations hereunder to sell the Station to Buyer. Accordingly, Seller waives any defense to such action in equity that Buyer has an adequate remedy at law. In other situations where Buyer has a claim that Seller has breached this Agreement, Buyer shall give written notice to Seller, and Seller shall have ten (10) Business Days in which to cure such breach. In the event Buyer elects to pursue specific performance against Seller, then specific performance shall be Buyer's sole remedy under this Agreement. In the event that Buyer has failed to perform pursuant to the terms and conditions of this Agreement, despite the FCC having granted its consent and all other conditions precedent having been met (in other words, where the Seller is not at fault), Seller shall be entitled to specific performance as its sole and complete remedy. Seller will have no other remedy at law or in equity against the Buyer.

19. **BENEFIT:** The parties hereto understand and agree that this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

20. **OTHER DOCUMENTS:** The parties shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement.

21. **COSTS:** Buyer and Seller each will be responsible for and bear all of its own costs and expenses (including any broker's or finder's fees and the expenses of its attorneys and representatives) incurred at any time in connection with pursuing or consummating the Acquisition, except that the FCC Application Fee for the Assignment Application shall be split evenly between the parties as provided for hereinabove.

22. **ATTACHMENTS:** All Attachments to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. If any provision in any Attachment conflicts with or is not consistent with the provisions of this Agreement, the terms of this Agreement shall govern.

23. **NO INCONSISTENT ACTIONS.** Neither the Seller nor the Buyer shall take any action which is materially inconsistent with its obligations under this Agreement.

24. **EXPIRATION OF REPRESENTATIONS AND WARRANTIES:** The representations and warranties of Seller and Buyer contained herein shall expire one (1) year after

the Closing.

**25. ENTIRE AGREEMENT:** This Agreement is the only agreement between the parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like instrument. This Agreement supersedes all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the Parties on the subject matter hereof. This Letter of Intent may be amended or modified only by a writing executed by all Parties hereto. The parties hereto are parties to that certain Letter of Intent dated April 26, 2016 relating to this transaction, the terms of which shall be considered to have merged into this Agreement. This Agreement is the “Definitive Agreement” referred to in that said Letter of Intent.

**26. NOTICES:** All necessary notices required under this Agreement shall be sent first-class mail, postage pre-paid, to the following:

If to Seller:                      Full Smile, Inc.  
   Attention: Mr. Joey Anderson  
   712 Chaucer Lane  
   Warrensburg, Missouri 64093

If to Buyer:                        American Media Investments, Inc.  
   Attention: Mr. Edward W. Santee, President  
   1162 E. Highway 126  
   Pittsburg, Kansas 66762

With a copy to:                    Christopher D. Imlay, Esquire  
   Booth, Freret & Imlay, LLC  
   14356 Cape May Road  
   Silver Spring, Maryland 20904-6011

**27. GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas; subject, however, to any and all applicable rules, regulations and policies of the Federal Communications Commission.

**28. COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures may be delivered by one party to another electronically by scan or facsimile and shall have the same force and binding effect as an original signature.

29. **HEADINGS:** The headings of the Paragraphs of this Agreement are inserted a matter of convenience and for reference purposes only, and in no way define, limit or describe scope of this Agreement nor the intent of any Paragraph hereof.

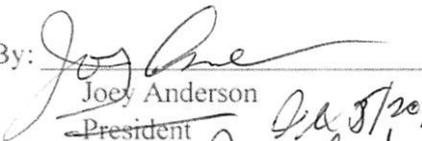
IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals as c date set forth hereinabove.

SELLER:

BUYER:

FULL SMILE, INC.

AMERICAN MEDIA INVESTMENTS, INC

By:   
Joey Anderson  
President *8/20/2016*  
*Vice President*

By:   
Edward W. Santee  
President

## **EXHIBIT A**

- 1. License of FM Translator Station K258BF at Warsaw, Missouri, operating on FM Channel 258, 99.5 MHz, FCC Facility ID Number 140767; FCC License BLFT-20070718ADW**
  
- 2. Construction Permit for FM Translator Station K233CN, to operate at Osceola, Missouri on FM Channel 233, 94.5 MHz, FCC ID Number 140759; FCC Construction Permit BNPFT-20130813ABX.**
  
- 3. Construction Permit for FM Translator Station K293BV, to operate at Nevada, Missouri on FM Channel 293, 106.5 MHz, FCC ID Number 140761; FCC Construction Permit BNPFT-20130813ABY.**

**Exhibit B**  
**Broadcast Equipment Assets**

*All equipment in as is condition for 5/20/2016*

Energy Onyx SST-100 exciter (poor condition over 15 years old) Has a broken meter on front which I do have a replacement.

Invoices David 2 Processor with stereo generator in poor condition over 15 years old, has top cover removed. Plus shorts in the pots.

SWR 3 bay horizontal antenna *in as is condition for 5/20/2016*

## **Exhibit C**

### **Agreements to be Assigned to and Assumed by Buyer**

There are no agreements to be assigned.