

AGREEMENT FOR SALE AND PURCHASE OF LICENSE

This agreement (hereinafter referred to as the "Agreement") is made this 26th day of July 2013 by and between Preston W. Small (hereinafter referred to as "Seller") and Starstation Radio LLC of Putnam County, Georgia (hereinafter referred to as "Buyer");

WITNESSETH

WHEREAS, SELLER is the licensee and operator of broadcast station WLRR, ID 53476 (hereinafter referred to as the "Station") assigned to Milledgeville, Georgia, holding valid authorization for the operation thereof from the Federal Communications Commission (hereinafter referred to as "The FCC");

WHEREAS, Station WLRR, ID 53476 operates on the FM band on a frequency of 100.7 MHz with an effective radiated power of 3,000 watts;

WHEREAS, SELLER desires to sell to BUYER, and BUYER desires to purchase from SELLER the broadcast and any auxiliary licenses, and all broadcast equipment associated with WLRR excluding the production and music libraries.

WHEREAS, SELLER desires to assign to the BUYER the licenses which allow the station to be legally operated; and

WHEREAS, in order to consummate the sale and purchase contemplated hereby, consent of the FCC must be first obtained.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties, intending to be legally bound do hereby agree as follows:

1. ASSETS SOLD AND PURCHASED

On the Closing Date, which is to be no later than fourteen (14) days after FCC approves transfer of the license conveying finality, SELLER shall sell and cause to be sold, transferred, assigned, conveyed, and delivered to BUYER, by instrument of conveyance in forms reasonably satisfactory to BUYER, and BUYER shall purchase and take from SELLER subject to the terms and conditions hereinafter set forth, all of SELLER'S rights, title, and interest in and to the following described assets free and clear of all liabilities, debts, mortgages, liens and other encumbrances whatsoever.

- 1.1 Subject to prior FCC consent, any and all licenses, permits, and other authorizations issued by the FCC or any other governmental agency for the operation of the station and auxiliaries if any, copies of which are attached hereto as Exhibit 1.

1.2 RESERVED

1.3 The goodwill, going concern value, privileges, licenses, permits, copyrights, service and trademarks and trade names, telephone numbers and other tangible and intangible rights, including all rights to the call letters WLRR, together with any and all other assets of the SELLER used or useful in the operation of the station, including but not limited to logs, reports, the public file, books, tapes, programs and program material, and supplies on hand.

1.4 Excluded assets, liabilities and contracts:

- a) The assets being sold to Buyer hereunder do not include any cash and accounts receivable of Seller due any indebtedness owed to the Station as of closing date;
- b) Real estate on which the radio station lies
- c) The production and music libraries.

1.5 Buyer acknowledges that it has detailed knowledge of the condition of the assets to be purchased hereunder. Buyer agrees to accept those assets on their existing condition as of the date and time of Closing, provided that the FCC license(s) for the Station is in full force and effect as of such date, and that the Station's operation on the Closing Date conforms in all material respects to the FCC authorization for the facility, and further provided that the Station is operating in compliance with the FCC technical rules applicable to the operation of broadcast radio stations.

2. PURCHASE PRICE

The purchase price for the assets purchased under this Agreements, as stated above and purchased hereunder shall be NINTY-THREE THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$93,600.00) U.S.

2.1 The payments totaling \$93,600.00 shall be made as installment payments of \$650.00 per month. The first payments is due and payable on April 1, 2014 to SELLER at a place designated by SELLER on the Closing Date; BUYER shall make 119 additional payments of \$650.00 each due on the first (1st) day of each successive month, until the BUYER has paid SELLER the full amount of \$93,600.00.

2.1 Should any of the foregoing payments not be made within forty-five (45) days of its due date, thereafter SELLER may, following ten (10) days written notice and BUYER'S failure to cure such default, at his option terminate this Agreement by notice given to

BUYER at address designated below. BUYER shall forfeit any monies paid to SELLER prior to said default as SELLER will not be required to return any monies received pursuant to this agreement. In the event of this failure to make payments, SELLER will be entitled to re-enter the property and assure control of operation of the station pending applications to the FCC for the transfer of the license back to them, their assigns or heirs.

3. SELLER'S REPRESENTATIONS AND WARRANTIES

Except as disclosed in writing to and accepted by BUYER prior to the Closing Date, SELLER warrants that the following statements and representations as to SELLER and the purchased assets are materially correct as of the date hereof and will be materially correct at the Closing Date:

- 3.1 SELLER is the license holder of WLRR in good standing and authorized to do business under the laws of the State of Georgia; and they have full power and authority to execute this Agreement, and to consummate the respective transactions contemplated and to be consummated hereunder, and the execution, delivery and consummation of this Agreement constitutes a valid and binding agreement of SELLER

SELLER will, at the Closing Date and as of the date of transfer of ownership of the assets sold hereunder have good title to the assets sold hereunder, and will on the Closing Date and as of the date of transfer of ownership of the assets sold hereunder have full legal right, power and authority to assign, transfer and sell such assets to BUYER, free and clear of all claims, security interests, mortgages, pledges, liens and other encumbrances of every nature whatsoever except as specifically set forth hereunder.

No action is pending or to the knowledge of SELLER, threatened, which would contest the ownership of or right of transfer of ownership of the assets sold hereunder.

- 3.2 Neither the execution and delivery of the Agreement by SELLER, nor the compliance by SELLER with the respective terms hereof: (i) will, to the best of SELLER'S knowledge, breach any statute or regulation of any governmental authority; (ii) will conflict with or result in a breach of or constitute a default (or an event which, with notice or lapse of time, or both would become a default) under any of the terms, conditions or provisions of any judgment, order, arbitration, injunction, decree or ruling of any court of governmental authority to which SELLER or any of the assets sold hereunder are subject or any agreement, commitment, arrangement, lease, insurance policy or other instrument to which SELLER is a party or by which it is bound; (iii) will result in the creation of any lien, equitable lien, tax lien, mortgage, charge, security interest or other encumbrance upon any of such assets; (iv) will give to any other person any interests or rights, including rights of termination or cancellation, in or with respect to any of the priorities, assets, agreements, contracts or business of SELLER; or (v) will result in the loss or adverse modifications of the Licenses or any other license, franchise permit or other governmental authorization granted to or held by SELLER applicable hereto. All of this is subject to FCC approval.

- 3.3 In the event SELLER discovers or is advised of any proceeding or action which would adversely affect its ability to transfer, sell or assign its interest to the BUYER, SELLER shall notify BUYER.
- 3.4 There are no actions, judgments, suits, proceedings, investigations or inquiries pending or to the knowledge of SELLER, threatened against or affecting SELLER or questioning the validity of any action taken or to be taken in connection with the implementation of the provisions of this Agreement, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, agency or instrumentality, domestic or foreign which might be the basis of any action, suit or proceeding; and, to the best of SELLER'S knowledge, SELLER has complied with all applicable statutes and regulations of all governmental authorities and agencies having jurisdiction over SELLER.
- 3.5 Each of the contracts and leases described hereto is valid, binding and enforceable in accordance with its terms and SELLER is not in any material respect in default thereunder. No consents are required to assign to BUYER Seller's interest in any such contract or lease. Each such contract or lease may be assumed by BUYER without any materials, adverse change, and is now, and on the Closing Date will be, in full force and effect.
- 3.6 SELLER owns and has exclusive right to use all the copyrights, service or trademarks and trade names, call letters, logos, slogans and other intangible property or rights ("Intangibles") presently or previously used in conjunction with the operation of the Station, together with any goodwill associated therewith. To the best of SELLER'S knowledge, the Intangibles are subject to no pending or threatened challenge and none of the Intangibles is being infringed by the activities or operations of any third person and none is subject to any outstanding order, judgment, decree stipulation or agreement restricting the use thereof.
- 3.7 No insolvency proceedings of any character, including, without limitation, bankruptcy, receivership, reorganization or arrangement with creditors, voluntary or involuntary, affecting the SELLER or any of its respective assets or properties, are pending or to the knowledge of SELLER, threatened, and SELLER has made no assignment for the benefit of creditors, nor taken any action with a view to, or which would constitute the basis for the institution of any such insolvency proceedings.
- 3.8 SELLER has made no representation to any Station employee concerning his/her employment, if any, by BUYER after the Closing Date. Any decision by BUYER to employ an employee of the station in the operation of the station on or after the Closing Date is made in its sole discretion absent any representation or warranty as to the qualifications of such employee by SELLER. SELLER is not, and on the Closing Date will not be party to (a) any labor contract, (b) any vacation pay, severance pay or other benefit arrangement (including ERISA or similar plans) with its employees, or (c) any employment contract or agreement which is not terminable upon termination notice of thirty (30) days.

- 3.9 SELLER owns and/or has all franchises, licenses, permits, consents, approvals or authorizations of any public or governmental agency materially necessary to the conduct by SELLER of its Station business as now conducted.
- 3.10 SELLER has no knowledge of any applications or any material complaints or proceedings pending or threatened as of the date hereof the FCC relating to the business or operation of the Station other than proceedings which generally affect the broadcast industry. Further, on the Closing Date, the Station will, unless otherwise provided, be on the air operating at licensed operating parameters (consistent with the FCC's Rules and Regulations, the Communications Act of 1934, as amended, and regulations promulgated thereunder) under their present licenses, not under any Social Temporary Authority as defined by the FCC. All FCC requirements for such authority will have been met, and there will be no uncorrected FCC violations. If notice of any such violation is received or if SELLER hereinafter becomes aware of any such violation prior to Closing, SELLER, at its own expense, shall eliminate and cause to be removed all such violations by the Closing Date. All returns, reports and statements required to be filed, and all said reports, returns and statements are or will be complete and correct as filed. The "Public Inspection File" of the Station will be complete and in full compliance with Section 73.3526 of the FCC's Rules and Regulations on the Closing Date. The Station is to be presented to BUYER as is.
- 3.11 As of the Closing Date, SELLER shall have timely and duly filed with the appropriate governmental agencies all tax returns, declarations of estimated tax, and tax reports required to be filed by it, and all taxes and other assessments which SELLER is required to pay, withhold or collect have been timely and duly paid, withheld and collected.
- 3.12 RESERVED
- 3.13 SELLER, to the best of SELLER's knowledge, has made a full and complete disclosure to BUYER of all material events and facts pertaining to the operation and business of the Station of which it has actual knowledge. No covenant, representation or warranty by SELLER and no written statement, certificate or exhibit, furnished or to be furnished by SELLER pursuant hereto or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statement contained therein not misleading and to provide BUYER with complete and accurate information as to the Station.

4. BUYER'S REPRESENTATIONS AND WARRANTIES

The BUYER covenants, represents and warrants:

- 4.1 The BUYER is now and will be at the Closing an LLC.
- 4.2 Buyer has no knowledge of any agreements, contracts, leases, understandings or commitments which do or will restrain or inhibit the right of the BUYER to enter into this Agreement; make any representations or warranties herein and/or consummate any of the transactions contemplated herein.

5. FCC APPROVAL AND APPLICATION

- 5.1 Consummation of the transactions contemplated hereunder is conditioned upon FCC consent to the assignment of licenses of the Station from SELLER to BUYER.
- 5.2 With respect to the Licenses, the parties each agree to (i) prepare and file all necessary or appropriate applications, notifications and requests for consent or waiver with the FCC and as otherwise required (or supply information as to the other necessary for filing) in full complete form, as expeditiously as practicable following the Closing, requesting the FCC's consent to the assignment to BUYER of the Licenses and authorizations for the Station not later than sixty (60) days after the Closing Date; (ii) share equally in the payment of any FCC application fees; (iii) keep such filings current as required; and (iv) shall promptly respond to any requests for the submission of additional information made by any agency with whom such filing is made; and (v) vigorously oppose any protests, petition for reconsideration or appeal of the FCC's consent and approval that may be filed. Except as provided in (ii) above, SELLER and BUYER shall each bear their own legal fees and any and all costs and expenses with respect to the sale and purchase of the assets covered by this Agreement.
- 5.3 If the FCC has failed or refused to grant a Final Order consenting to the assignment of the Licenses for the Station within six (6) months after the date of the filing of the application for assignment of license, FCC form 314, the BUYER or the SELLER at their respective options, may terminate this Agreement upon ten (10) days prior written notice to the other, in which event this Agreement shall have no further force or effect. For the purposes of this Agreement, an Order of the FCC becomes a "Final Order" when, by lapse of time or otherwise, it becomes no longer subject to administrative or judicial review.

6. DATE, NOTICE AND PLACE OF CLOSING

The date, place and time of the Closing, unless mutually agreed upon by the SELLER and the BUYER to the contrary, shall be at the office of Preston W. Small, Madison, Georgia no later than fourteen days following FCC approval of the assignment application to be filed pursuant to this Agreement.

7. CONTROL OF STATION

7.1 Between the date hereof and the Closing:

- a) SELLER shall (i) conduct the business of the Station in a prudent and reasonable manner consistent with past operating practices, in good faith, and operate the Station in accordance with the terms of the Licenses; (ii) keep all purchased assets to be transferred hereunder in substantially the same operating condition and repair as of the date hereof, reasonable wear and tear excepted; and (iii) not unreasonably increase the compensation or bonuses payable, or to become payable to any of the Station's employees;
- b) SELLER will use its best efforts to preserve the Station's business organization intact and to preserve the goodwill of the Station's listeners, advertisers, and others having business relations with them;
- c) SELLER shall provide BUYER and representatives of BUYER with reasonable access during normal business hours to the properties, titles, contracts, books, files, logs, records and affairs of the Station; deliver to BUYER copies of all the Station's monthly sales reports, as may exist; and furnish such additional information concerning the Station as BUYER may from time to time reasonably request.
- d) SELLER shall not:
 - (i) enter into an agreement to sell, assign, lease, exchange or otherwise transfer to dispose of any of the Assets to someone other than BUYER;
 - (ii) enter into any new contract or renegotiate, modify, amend, renew, or terminate any existing contract, except that SELLER may, in the ordinary and usual course of business, enter into: (1) agreements for the sale of time on the Station for such rates and on such terms as are consistent with SELLER's normal and usual practices; (2) any contract(s) terminable on thirty (30) days notice or less without premium or penalty; and (3) any contract(s) consented to by BUYER in writing;
 - (iii) change the Station's facilities, or apply for any construction permit(s) with the FCC, without BUYER's consent, which will not be unreasonably withheld or delayed, or make any material, adverse changes in the Station's real property improvements and other improvements and fixtures; or
 - (iv) disclose any information relating to the Station to any third party, other than to BUYER and BUYER's authorized representatives as provided for herein.
- e) SELLER shall give BUYER notice of any unusual operating problems or developments affecting SELLER between the date hereof and the Closing Date, including, but not limited to, any problem or development which would materially adversely affect the Assets, and keep BUYER fully apprised of all matters having material financial impact on SELLER.

7.2 The risk of any loss, damage or destruction to any of the assets and properties to be sold hereunder from fire or other casualty or cause shall be borne by the SELLER at all times prior to the Closing Date. Upon the occurrence of any loss or damage to any material

portion of such assets as a result of fire, casualty or other cause prior to Closing, SELLER shall notify BUYER of same in writing immediately, stating with particularity the extent to such loss or damage incurred, the cause thereof if known, and the extent to which restoration, replacement and repair of such assets lost or destroyed will be reimbursed under any insurance policy with respect thereto.

7.3 (DELETED)

7.4 The obligation of BUYER to consummate the purchase of the assets at the Closing shall be subject to the performance in all material respects, on or prior to the Closing Date, of all the covenants and agreements as set forth elsewhere in this Agreement to be performed by SELLER, and upon the following additional conditions:

- a) The representations and warranties of SELLER shall be true in all material respects as of the Closing Date;
- b) There shall not have occurred any material, adverse change in the condition of the assets;
- c) The consents required from governmental agencies to BUYER's acquisition of the purchased assets and Licenses shall have been granted, without any condition materially adverse to BUYER, and such consents shall be valid and outstanding on the Closing Date;
- d) No action or proceeding shall be pending or threatened, challenging the validity of this Agreement or seeking to delay the consummation of the transaction for which this Agreement provides, which is reasonable opinion of BUYER is material to the transactions contemplated by this Agreement;
- e) All equipment to be transferred in As Is condition is in compliance with all applicable FCC Rules and Regulations;
- f) SELLER shall have in all material respects performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior and on the Closing Date; and

BUYER shall have the right to waive any or all of the foregoing Conditions of Closing at its sole option and risk.

7.5 The obligation of SELLER to proceed with the Closing under this Agreement shall be subject to the following conditions:

- a) The representations and warranties of BUYER shall be true in all material respects as of the Closing Date; and
- b) The consents required from governmental agencies to the BUYER's acquisition of the assets shall have been granted, without any conditions materially adverse to SELLER, and such consents shall be valid and outstanding on the Closing Date; and

- c) BUYER shall have in all material respects performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by its prior to and on the Closing Date; and

SELLER shall have the right to waive any or all of the foregoing Conditions of Closing at its sole option and risk.

- 7.6 After the Closing, as of the date approval is granted by the FCC (hereinafter, "Date"), BUYER shall have and assume complete control of the Station, equipment and operations of the Station. BUYER shall be fully responsible for all expenses incurred in the operation of the Station, shall be entitled to receive all attendant income and shall be responsible for protecting the license of the Station pursuant to the rules and regulations of the FCC and the laws of the State of Georgia and the United States of America.

8. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties, covenants, and agreements contained in this Agreement shall be true at and as of such time, and all such representations, warranties, and agreement shall survive the Closing hereunder

9. RIGHTS OF INDEMNIFICATION

- 9.1 It is understood and agreed that the BUYER does not assume and shall not be obligated to pay any liabilities of the SELLER under the terms of this Agreement or otherwise and shall not be obligated to perform any obligations of the SELLER of any kind or manner except by reason of contract expressly assigned and assumed by the BUYER hereunder, and with respect to such contracts only such obligations which arise subsequent to Date or as is herein provided. SELLER hereby agrees to indemnify and hold BUYER, his successors and assigns, harmless from and against:
 - a) Any and all claims, liabilities and obligations of every kind and description, contingent and otherwise from or related to the operation of the Station prior to Date including, but not limited to, any and all claims, liabilities, and obligations arising or required to be performed prior to Date under any contract or instrument assumed by BUYER hereunder.
 - b) Any and all damage or deficiency from any misrepresentations, breach of warranty, or non fulfillment of any agreement on the part of SELLER under this Agreement, arising out of events occurring prior to Date, or from any misrepresentations or omission from any certificate or other instrument furnished to BUYER pursuant to this Agreement or in connection with any of the transactions contemplated hereby; and
 - c) Any and all suits, proceedings, damages, assessments, judgments, costs and expenses as a result of SELLER's failure or refusal to compromise or defend any claim incident to the foregoing provisions.

- 9.2 If any claim or liability shall be asserted against BUYER which would give rise to a claim by BUYER against SELLER for indemnification under the provisions of this paragraph, BUYER shall promptly notify SELLER in writing of the same, and SELLER shall be entitled at its own expense to compromise or defend any such claim.
- 9.3 BUYER herewith agrees to indemnify and hold SELLER and his successors and assigns harmless from and against:
- a) Any and all damages or deficiency resulting from any misrepresentations, breach of warranty, non fulfillment of any agreement or obligation assumed or required to be assumed by BUYER under this Agreement or from any misrepresentation or omission from any certificate or other instrument furnished to SELLER pursuant of this Agreement, or in connection with any of the transactions contemplated hereby.
 - b) Any and all actions, suits, proceedings and judgments incurred by SELLER as the result of BUYER's failure or refusal to defend or compromise any claim, incident to any of the foregoing provisions.
- 9.4 If any claim or liability shall be asserted against SELLER which would give rise to a claim by SELLER against BUYER for indemnification under the provisions of this paragraph, SELLER shall promptly notify BUYER of the same, and BUYER shall be entitled at its own expense to compromise or defend any such claim.

10. DEFAULT

In the event of a material breach prior to the Closing Date by SELLER of its representations and obligations hereunder, not cured within thirty (30) days of BUYER's giving written notice to that effect, BUYER may terminate this Agreement. In the event of a material breach by BUYER at any time during the pendency of this Agreement not cured within thirty (30) days of SELLER's giving written notice to that effect (except as provided in Paragraph 2.3), SELLER may be entitled to re-enter the property and assume control of operation of the station pending his application to the FCC for the transfer of the license back to him, his heirs or assigns.

A material breach shall include but not be limited to: (i) failure to make payments to SELLER as described above, (ii) failure to operate the Station according to the rules and regulations of the FCC or (iii) taking any other actions which would threaten or fail to protect the Licenses.

11. EXHIBITS

All exhibits attached to this Agreement are incorporated herein, where applicable, as if fully set herein.

12. NO ASSIGNMENT, SUCCESSORS, ASSIGNS, ETC.

Until the Purchase Price is paid in full, this Agreement shall not be assigned or conveyed by BUYER to any other person or entity without the prior written consent of SELLER. However, this Agreement shall be binding upon and shall insure to the benefit of the parties' heirs and personal representatives.

13. CONSTRUCTION

This Agreement shall be construed and enforce in accordance with the laws of the State of Georgia.

14. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

15. NOTICES

Any notices or other communications shall be in writing and shall be considered to have been duly given if sent by certified mail, postage prepaid addressed to the parties at the addresses specified below (or to such other addresses as either party may designate to the other from time to time by written notice given as provided herein):

If to the BUYER, to:
Starstation Radio LLC
P. O. Box 3965
Eatonton, Georgia 31024

If to the SELLER, to:

Preston W. Small
P. O. Box 635
Madison, Georgia 30650

16. ENTIRE AGREEMENT

Paragraph headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any manner; or be deemed to interpret in whole or in part, any of the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals as of the day and year first above written.

By: Preston W. Small 7-31-2013 
SELLER: Preston W. Small

By: Craig Baker 7/31/2013 
BUYER: Starstation Radio, LLC
Craig Baker, Managing Member.

