

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of October 1, 2014, between Juan Alberto Ayala, a North Carolina resident (“Seller”), and Eastern Airwaves, LLC, a North Carolina limited liability company (“Buyer”).

Recitals

A. Seller holds a construction permit (“Permit”) to construct radio translator station W227CU (Facility ID No. 156763) on Channel 227 (93.3 MHz), at Cary, North Carolina, pursuant to that certain authorization issued by the Federal Communications Commission (the “FCC”) described on Schedule 1 attached hereto; and

B. Subject to the terms and conditions set forth herein, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Permit.

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 PERMIT**

1.1. Permit. On the terms and subject to the conditions hereof, at Closing (defined below), 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 Permit. The Permit shall be transferred to Buyer free and clear of liens, claims, and encumbrances.

1.2. Purchase Price. In consideration for the sale of the Permit to Buyer, Buyer shall pay Seller the total sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) (the “Purchase Price”). The Purchase Price shall be paid as follows:

(a) Buyer shall deposit in escrow pursuant to the Escrow Agreement attached as Exhibit A with the Escrow Agent named therein the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) (the “Earnest Money Deposit”) which shall be held and disbursed pursuant to the terms of the Escrow Agreement.

(b) At the Closing, (i) Buyer shall pay Seller the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) by wire transfer of immediately available funds; and (ii) Buyer and Seller shall authorize Escrow Agent to deliver Seller the Earnest Money Deposit.

1.3. Closing. The consummation of the sale and purchase of the Permit provided for in this Agreement (the “Closing”) shall take place on the fifth (5th) business day after issuance of the FCC Consent (defined below), unless a petition to deny or other objection is filed against the FCC Assignment Application (defined below), in which event at Buyer’s option the Closing shall take place on the fifth business day after the date the FCC Consent becomes Final (defined below), in any case subject to the satisfaction or waiver of the conditions required to be satisfied or waived pursuant to Articles 5 or 6 below (other than those requiring the taking of action at the Closing). The date on which the Closing is to occur is referred to herein as the “Closing Date.”

1.4. FCC Assignment Application.

(a) As soon as practicable (but in no event later than five (5) business days after the date of this Agreement), Buyer and Seller shall file an application with the FCC requesting FCC consent to the assignment of the Permit from Seller to Buyer (the “FCC Assignment Application”). The FCC’s consent to the assignment of the Permit contemplated hereby without any material adverse conditions other than those of general applicability is referred to herein as the “FCC Consent.” Seller and Buyer shall make commercially reasonable efforts to obtain the FCC Consent. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to such application and shall furnish all information required by the FCC.

(b) For purposes of this Agreement, the term “Final” means that action shall have been taken by the FCC (including action duly taken by the FCC’s staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled, or suspended; with respect to which no timely request for stay, petition for rehearing, appeal, or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

ARTICLE 2

SELLER REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to Buyer as follows:

2.1. Organization. Seller has the requisite power and authority to execute, deliver, and perform this Agreement and the other agreements and instruments to be made by Seller pursuant hereto (collectively, the “Seller Ancillary Agreements”) and to consummate the transactions contemplated hereby.

2.2. Authorization. The execution, delivery, and performance of this Agreement and the Seller Ancillary Agreements by 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. The execution and delivery by Seller of this Agreement and the Seller Ancillary Agreements and the consummation by Seller of the transactions contemplated hereby does not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject or require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

2.4. Permit. Seller is the holder of the Permit described in Schedule 1. The Permit is in full force and effect until January 8, 2017, and has not been revoked, suspended, canceled, rescinded, or terminated and has not expired. There is not pending any action by or before the FCC to revoke, suspend, cancel, rescind, or materially adversely modify any of the Permit (other than proceedings to amend FCC rules of general applicability). There is no order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint pending or, to Seller's knowledge, threatened against Seller or the Permit by or before the FCC.

2.5. Ownership of Permit. Seller has good and marketable title to the Permit, free and clear of liens, claims, and encumbrances.

2.6. Compliance with Law. Seller has materially complied with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees, or orders of any court or of any foreign, federal, state, municipal, or other governmental authority which are applicable to the Permit. There is no action, suit, or proceeding pending or, to Seller's knowledge, threatened, against Seller in respect of the Permit.

2.7. No Finder. 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 represents and warrants to Buyer as follows:

3.1. Organization. Buyer is duly organized, validly existing, and in good standing under the laws of North Carolina. Buyer has the requisite power and authority to execute, deliver, and perform this Agreement and the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the "Buyer Ancillary Agreements") and to consummate the transactions contemplated hereby.

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

terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization, or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3. No Conflicts. The execution and delivery by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of the transactions contemplated hereby does not conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, or require the approval, consent, authorization, or act of, or the making by Buyer of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

3.4. Qualification. Buyer is legally, financially, and otherwise qualified to be the permittee of, acquire, own and operate the Permit under the Communications Act and the rules, regulations, and policies of the FCC.

3.5. Broker. 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, other than Robert L. Heymann, Jr., of Media Services Group, Inc., which commission Buyer will pay at the Closing.

ARTICLE 4 COVENANTS

Buyer and Seller hereby further covenant and agree as follows:

4.1. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except the parties' representatives and lenders for the purpose of consummating the transactions contemplated by this Agreement.

4.2. Control. Buyer shall not, directly or indirectly, control the Permit prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision, and direction of the Permit prior to Closing shall remain the responsibility of Seller as the holder of the Permit.

4.3. Seller Covenants. Between the date hereof and the Closing Date, Seller shall: (i) maintain in effect the Permit, (ii) file with the FCC all required reports with respect to the Permit, (iii) promptly deliver to Buyer copies of any material reports, applications, or written responses to the FCC related to the Permit which are filed during such period, and (iv) not modify the Permit (except as may be requested by Buyer). Seller further agrees to file an application for a minor modification of the Permit at Buyer's option and as reasonably requested by Buyer (and any amendments thereto), provided that Buyer shall provide the engineering for such further application(s), and pay any costs, fees or expenses associated therewith (the

application as currently pending and any amendment or subsequent application, the “Modification Application”).

4.4 Risk of Loss. Seller shall bear the risk of any loss of the Permit at all times until the Effective Time, and Buyer shall bear the risk of any such loss thereafter.

ARTICLE 5 SELLER CLOSING CONDITIONS

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

5.1. Closing Deliveries. Buyer shall have made, or be ready, willing, and able to concurrently make, the Closing deliveries described in Section 7.2.

5.2. FCC Consent. The FCC Consent shall have been obtained, and no court or governmental order prohibiting Closing shall be in effect.

ARTICLE 6 BUYER CLOSING CONDITIONS

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

6.1. Closing Deliveries. Seller shall have made, or be ready, willing, and able to concurrently make, the Closing deliveries described in Section 7.1.

6.2. FCC Consent. The FCC Consent shall have been obtained but, should a petition to deny or other objection have been filed against the FCC Assignment Application, at Buyer’s option the FCC Consent shall have become Final. Additionally, no court or governmental order prohibiting Closing shall be in effect.

6.3. Modification Application. If filed pursuant to Section 4.3, the Modification Application shall have been granted but, should a petition to deny or other objection have been filed against the Modification Application, at Buyer’s option the Modification Application shall have become Final.

ARTICLE 7 CLOSING DELIVERIES

7.1. Seller Documents. At Closing, Seller shall deliver to Buyer such bills of sale, assignments, and other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer, and assign the Permit to Buyer, free and clear of liens, claims, and encumbrances, and instruct the Escrow Agent in writing to disburse the Earnest Money Deposit to Seller.

7.2. Buyer Documents. At Closing, Buyer shall pay the Purchase Price in accordance with Section 1.2 hereof, and jointly execute the instructions to the Escrow Agent provided for in the preceding paragraph.

ARTICLE 8 SURVIVAL; INDEMNIFICATION

8.1. Survival. The representations and warranties in this Agreement shall survive Closing for a period of one (1) year from the Closing Date whereupon they shall expire and be of no further force or effect.

8.2. Indemnification.

(a) 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 or default by Seller under this Agreement; or (ii) Seller's ownership of the Permit before Closing.

(b) 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 or default by Buyer under this Agreement; or (ii) Buyer's ownership of the Permit after Closing.

8.3. 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 8.1.

(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 9 MISCELLANEOUS PROVISIONS

9.1. Termination and Remedies. 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 in any material respect its representations or warranties or defaults in any material respect in the performance of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);
- (c) by written notice of Seller to Buyer if Buyer breaches in any material respect its representations or warranties or defaults in any material respect in the performance of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligation to pay the Purchase Price; and
- (d) by either Buyer or Seller, by written notice to the other, if the Closing has not been consummated on or before the date nine (9) months after the date of this Agreement.

In the event of termination of this Agreement under Sections 9.1(a), (b) or (d) hereof, the Earnest Money Deposit shall be refunded to Buyer. In the event of termination of this Agreement under Section 9.1(b) Buyer may alternatively seek specific performance of this Agreement, which the parties acknowledge would be suitable due to the unique nature of the Permit. In the event of termination of this Agreement under Section 9.1(c), Seller will be entitled to the Earnest Money Deposit.

Each party shall give the other 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 the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty (20) calendar days thereafter or (ii) the Closing Date; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date. 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 4.1 (Confidentiality) and Section 9.7 (Expenses) shall survive any termination of this Agreement.

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

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

9.4. 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.

9.5. 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.

9.6. 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 set forth on Exhibit B attached hereto (or to such other address as any party may request by written notice).

9.7. 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, except that the FCC filing fees with respect to the request for FCC Consent shall be paid by Buyer.

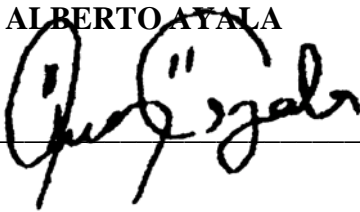
9.8. Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.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

9.9. Counterparts. This Agreement may be executed in separate counterparts (including faxed or e-mailed in PDF or other image format), each of which will be deemed an original and all of which together will constitute one and the same agreement.

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

SELLER:

JUAN ALBERTO AYALA



BUYER:

EASTERN AIRWAVES, LLC

By: _____

Name: Donald W. Curtis

Title: Manager

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

SELLER: JUAN ALBERTO AYALA

BUYER: EASTERN AIRWAVES, LLC


By: 
Name: Donald W. Curtis
Title: Manager

EXHIBIT A

Escrow Agreement

EXHIBIT B

Notices to Seller:

Juan Alberto Ayala
13155 Noel Road, Suite 900
Dallas, TX 75240

with a copy (which shall not
constitute notice) to:

Dan J. Alpert, Esq.
The Law Office Of Dan J. Alpert
2120 N. 21st Rd.
Arlington, VA 22201

Notices to Buyer:

Eastern Airwaves, LLC
3012 Highwoods Blvd., #201
Raleigh, NC 27604
Attention: Donald W. Curtis

with a copy (which shall not
constitute notice) to:

Coe W. Ramsey, Esq.
Brooks Pierce McLendon Humphrey
& Leonard, LLP
P. O. Box 1800
Raleigh, NC 27602
Facsimile: (919) 839-0304
Email: cramsey@brookspierce.com

SCHEDULE 1

Copy of FCC FM Broadcast Translator Construction Permit
File No. BMPFT-20140324AFS
Channel 227, Cary, NC
W227CU
FACILITY ID NO. 156763



United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST TRANSLATOR/BOOSTER STATION
CONSTRUCTION PERMIT

Authorizing Official:

Official Mailing Address:

JUAN ALBERTO AYALA
121 SOUTH WICK DR
CEDAR HILL TX 75104

James D. Bradshaw
Deputy Chief
Audio Division
Media Bureau

Facility Id: 156763

Call Sign: W227CU

Permit File Number: BMPFT-20140324AFS

Grant Date: May 05, 2014

The authority granted herein has
no effect on the expiration date
of the underlying construction
permit.

This permit modifies permit no.: BNPFT-20130828AFO

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Name of Permittee: JUAN ALBERTO AYALA

Principal community to be served: NC-CARY

Primary Station: WRTP (FM) , Channel 203, FRANKLINTON, NC

Via: Direct - off-air

Frequency (MHz): 93.3

Channel: 227

Hours of Operation: Unlimited

Callsign: W227CU

Permit No.: BMPFT-20140324AFS

Antenna Coordinates: North Latitude: 35 deg 43 min 51 sec

West Longitude: 78 deg 50 min 17 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission's Rules

Antenna type: (directional or non-directional): Non-Directional

Major lobe directions (degrees true): Not Applicable

	Horizontally Polarized Antenna:	Vertically Polarized Antenna:
Effective radiated power in the Horizontal Plane (kw):	0.01	0.01
Height of radiation center above ground (Meters):	100	100
Height of radiation center above mean sea level (Meters):	249	249

Antenna structure registration number: 1008482

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 Prior to commencing operation, permittee must submit documentation to the Commission demonstrating that the translator is able to receive the signal of the primary station specified in this permit directly off-air, pursuant to 47 CFR Section 74.1231(b). The documentation should include, at a minimum, the signal strength of the primary station at the translator receive/transmit site, the type of receive antenna utilized, and any other details necessary to definitively show that the signal can be received directly off-air.
- 2 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.
- 3 Prior to commencing program test operations, FM Translator or FM Booster permittee must have on file at the Commission, FCC Form 350, Application for an FM Translator or FM Booster Station License, pursuant to 47 C.F.R. Section 74.14.

*** END OF AUTHORIZATION ***