

## **ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** (the “Agreement”) is entered into as of this 13th day of November 2018 (the “Effective Date”) by and between **ALAMANCE MEDIA PARTNERS, INC.**, a North Carolina corporation (“Buyer”), and **CRESCENT MEDIA GROUP LLC**, a North Carolina limited liability company (“Seller”) (each a “Party” and, collectively, the “Parties”).

### **RECITALS**

**WHEREAS**, Seller is the licensee of commercial radio station WSML(AM), Graham, North Carolina, FCC Facility ID Number 740, and Seller is the permittee of a construction permit (FCC File No. BNPFT-20180508AAU) to construct FM Translator Radio Station W232DT, Mebane, North Carolina (FCC Facility ID # 203181) on FM Channel 232 (94.3 MHz) (collectively, the “Stations”), each such license and permit as issued by the Federal Communications Commission (the “FCC”); and

**WHEREAS**, on the terms and conditions described herein, Seller desires to sell and Buyer desires to purchase certain of the assets owned by Seller and used in connection with the Station.

**NOW, THEREFORE**, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree to the following terms and conditions:

### **ARTICLE 1: SALE AND PURCHASE**

1.1 **Stations Assets.** Subject to the terms and conditions herein contained, Seller shall grant, convey, sell, assign, transfer and deliver to Buyer on the Closing Date (as defined below) the following assets, properties, interests and rights of Seller used exclusively in connection with the Stations (collectively, the “Station Assets”):

(a) **Licenses and Authorizations.** All licenses, authorizations, permits and approvals issued with respect to the Stations by the FCC (the “FCC Authorizations”), as set forth on Schedule 1.1(a) attached hereto.

(b) **Equipment.** The equipment and other tangible personal property used or useful in the operation of the Stations that is identified in Schedule 1.1(b) attached hereto (collectively, the “Tangible Personal Property”).

(c) **Claims.** Any and all claims, credits, causes of action and rights against third parties if and to the extent that they relate to the Tangible Personal Property, including, without limitation, all rights under manufacturers’ and vendors’ warranties.

(d) **Files and Records.** All engineering and other books, papers, files, correspondence and records pertaining to the Stations and required by the FCC, including the

engineering records and copies of all filings and correspondence with the FCC which are in the possession of Seller; provided that Seller may retain copies thereof. For the avoidance of doubt, customer lists and other sales and business records are not included among the Station Assets.

(e) **Call Letters.** All of Seller's rights and interests to the use of the call letters of the Stations as call letters or as part of a trade name.

1.2 **Excluded Assets.** All assets, properties, interests and rights not expressly set for above in Section 1.1 above shall be excluded from the Stations Assets and retained by Seller.

1.3 **Liabilities.** The Station Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements, equipment leases, and other liens, liabilities and encumbrances of every kind and nature ("Liens") other than Liens for taxes not yet due and payable, Liens that do not affect in any material manner the use of value of the asset to which they are attached, Liens resulting from the Security Documents (defined in Section 1.5), and other Liens that will be discharged prior to Closing ("Permitted Liens"). Buyer shall not assume and undertake any obligations or liability of Seller in connection with the Station Assets.

1.4 **Purchase Price.** The purchase price to be paid for the Station Assets is ONE HUNDRED FORTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$147,500) (the "Purchase Price").

1.5 **Payment of Purchase Price.** At Closing, the Buyer will:

(a) pay to Seller ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000) in cash by wire transfer of immediately available funds; and

(b) execute and deliver to Seller a promissory note in the principal amount of THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500) and plus or minus the adjustments made pursuant to Section 1.6, in the form attached hereto as **Exhibit A** (the "Promissory Note"). The Promissory Note shall be secured by a security interest on the Station Assets, a pledge of the equity interests in Buyer, and a personal guarantee, each in the form attached as **Exhibit B** (the "Security Documents").

1.6 **Prorations.** The parties agree to prorate all expenses arising out of the operation of the Stations which are incurred, accrued, or payable, as of 11:59 p.m. local time of the day preceding the Closing. The prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within forty-five (45) days after the Closing Date.

1.7 **Allocation of Purchase Price.** Buyer and Seller shall negotiate in good faith an allocation of the Purchase Price to the Station Assets acquired hereunder in a manner which complies with Section 1060 of the Internal Revenue Code of 1986, as amended to the date hereof, prior to Closing.

## ARTICLE 2: FCC CONSENT; CLOSING

2.1 **FCC Consent; Assignment Application.** As soon as practicable (but in no event later than ten (10) days after the Effective Date), Buyer and Seller shall file an application with the FCC (the “Assignment Application”) requesting the FCC’s consent (the “FCC Consent”) to the assignment from Seller to Buyer of all FCC Authorizations pertaining to the Stations. Buyer and Seller shall take all reasonable steps to cooperate with each other and with the FCC in order to secure such FCC Consent without delay and to promptly consummate the transaction contemplated in this Agreement. All governmental filing fees and charges applicable to the request for FCC Consent shall be shared equally by Buyer and Seller. Each party shall be responsible for all of its other costs with respect to the preparation, filing and prosecution of the Assignment Application.

2.2 **Closing Date; Closing Place.** The closing (the “Closing”) of the transaction contemplated in this Agreement shall occur within fifteen (15) days after grant of the FCC Consent (the “Closing Date”). The Closing shall be held by exchange of documents via facsimile or email, or as Seller and Buyer may otherwise agree.

## ARTICLE 3: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer:

3.1 **Organization.** Seller is duly organized, validly existing and in good standing under the laws of North Carolina. 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.

3.2 **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).

3.3 **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.

3.4 **Tangible Personal Property.** The Tangible Personal Property is conveyed AS-IS-WHERE-IS. To the maximum extent permitted by applicable law, **SELLER MAKES NO WARRANTY OF ANY KIND, WHETHER IMPLIED, STATUTORY, OR OTHERWISE AND DISCLAIMS, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND, FITNESS FOR A PARTICULAR USE.**

3.5 **FCC Authorizations and Other Licenses.** Schedule 1.1(a) hereto contains a true and complete list of the FCC Authorizations and all other licenses, permits, or other authorizations from governmental or regulatory authorities that are required for the lawful operations of the Stations in the manner and to the full extent that the Stations are presently operated. The FCC Authorizations are in full force and effect, unimpaired by any act or omission of Seller. All material filings required to be filed with the FCC by Seller with respect to the Stations have been timely filed, and all such filings are accurate and complete in all material respects. There is not pending any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify the FCC Authorizations (other than proceedings to amend FCC rules of general applicability). **BUYER ACKNOWLEDGES THAT SELLER HAS FILED AN APPLICATION WITH THE FCC AND THE FCC HAS GRANTED A CONSTRUCTION PERMIT IN FCC FILE NO. BP-20180719AAI TO, AMONG OTHER THINGS, RELOCATE WSML(AM) FROM ITS EXISTING TRANSMISSION SITE TO A DIFFERENT TRANSMISSION SITE TO BE SHARED WITH WPCM(AM), BURLINGTON-GRAHAM, NC, FCC FACILITY ID NUMBER 9082 AND POTENTIALLY OTHER USERS, AND WHICH WILL RESULT IN A REDUCTION OF POWER AND COVERAGE FOR WSML(AM), AND THAT SELLER PLANS TO MOVE WSML(AM) TO THE NEW TOWER SITE EITHER PRIOR TO CLOSING OR AFTER CLOSING IN ACCORDANCE WITH THE TOWER LEASE AGREEMENT (DEFINED IN SECTION 9.1(B)) AND THAT IN CONNECTION THEREWITH WSML(AM) WILL LIKELY BE OFF THE AIR FOR A PERIOD OF TIME DURING SUCH RELOCATION.**

3.6 **Title Documents.** The instruments to be executed by Seller and delivered to Buyer at the Closing, conveying the Station Assets to Buyer, will transfer good and marketable title to the Station Assets, free and clear of all Liens other than Permitted Liens.

3.7 **Litigation; Compliance with Law.** Except as otherwise set forth herein, Seller is not subject to any order, writ, injunction, judgment, arbitration, decision, or decree having a binding effect and affecting the Station Assets or which restrains or enjoins, or purports to restrain or enjoin, or could reasonably be expected to restrain or enjoin, the transaction contemplated hereby, and to Seller's knowledge no such proceeding is pending. There is no material litigation pending by or against, or, to Seller's knowledge, threatened against, Seller which relates to the Stations. Seller, with respect to the Stations, has complied in all material respects with all applicable laws, regulations, orders, or decrees. The present uses by Seller of the Station Assets do not violate any such laws, regulations, orders, or decrees in any material respect, and Seller has no knowledge of any basis for any claim for compensation or damage or other relief from any violation of the foregoing.

## ARTICLE 4: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Seller:

4.1 **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.

4.2 **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).

4.3 **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.

4.4 **Buyer’s Qualification.** Buyer is legally, financially, and technically qualified to acquire, and to become the FCC licensee of, the Stations and to perform its obligations under this Agreement.

4.5 **Litigation.** Buyer is not subject to any order, writ, injunction, judgment, arbitration, decision, or decree having a binding effect and affecting the business of Buyer or which restrains or enjoins, or purports to restrain or enjoin, or could reasonably be expected to restrain or enjoin, the transaction contemplated hereby, and no such proceeding is pending. There is no material litigation pending by or against, or, to the knowledge of Buyer, or threatened against Buyer, that would prevent or materially impede the consummation by Buyer of the transaction contemplated by this Agreement.

## ARTICLE 5: COVENANTS OF SELLER

The following terms of this Article 5 shall apply from the Effective Date until the completion of the Closing (except as otherwise specified).

5.1 **FCC Compliance.** Seller shall continue to operate and maintain the Stations in accordance in all material respects with the terms of the FCC Authorizations and in material

compliance with all applicable laws and FCC regulations and published policies. Seller will not file any application to the FCC requesting authority to modify the Stations' facilities without Buyer's prior written consent and Seller shall take all actions necessary to keep the FCC Authorizations, including all material permits and applications pending before the FCC, valid and in full force and effect.

5.2 **Disposition of Assets.** Prior to the Closing Date, Seller shall not, without the prior written consent of Buyer, sell, lease, or transfer, or agree to sell, lease, or transfer, any of the Station Assets without replacement thereof with an asset of equivalent kind, condition, and value that satisfies industry standards for such assets, nor create any new Lien on the Station Assets, other than Permitted Liens.

5.3 **Compliance with Law.** Seller shall comply in all material respects with all federal, state, and local laws, rules and regulations in connection with the Stations.

5.4 **Access to Facilities, Files and Records.** At the request of Buyer, Seller shall from time to time give or cause to be given to Buyer full access during normal business hours to the Station Assets.

5.5 **Consummation of Agreement.** Seller shall use all commercially reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to cause the transaction contemplated by this Agreement to be fully carried out.

## **ARTICLE 6: COVENANTS OF BUYER**

Buyer covenants and agrees that from the date hereof until the completion of the Closing:

6.1 **Representations and Warranties.** Buyer shall give detailed written notice to Seller promptly upon learning of the occurrence of any event that would cause or constitute a breach or would have caused a breach had such event occurred or been known to Buyer prior to the date hereof, of any of the representations and warranties of Buyer contained in this Agreement. Buyer shall use commercially reasonable efforts to cure any such event.

6.2 **Consummation of Agreement.** Buyer shall use all commercially reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to cause the transaction contemplated by this Agreement to be fully carried out.

## **ARTICLE 7: CONDITIONS TO THE OBLIGATIONS OF SELLER**

The obligations of Seller under this Agreement are subject to the fulfillment of the following conditions prior to or on the Closing Date. Upon the Closing, each such condition shall be deemed to have been satisfied.

### **7.1 Representations, Warranties and Covenants.**

(a) Each of the representations and warranties of Buyer contained in this Agreement was true and correct as of the date when made and is deemed to be made again on and as of the Closing Date and is then true and correct, except to the extent changes are permitted or contemplated pursuant to this Agreement.

(b) Buyer shall have performed and complied with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

7.2 **Proceedings.** Neither Seller nor Buyer is subject to any restraining order or injunction (or similar action) restraining or prohibiting the consummation of the transaction contemplated hereby.

7.3 **FCC Consent.** The FCC Consent has been issued by the FCC.

7.4 **W236BO Transaction.** The purchase of FM Translator Radio Station W236BO, 95.1 MHz, Burlington, NC, FCC Facility ID No. 141747, by Alamance Radio Group, Inc. from Eastern Airwaves, LLC, shall be consummated simultaneously with the Closing.

7.5 **Deliveries.** Buyer has complied with each and every one of its obligations set forth in Section 9.2.

## **ARTICLE 8: CONDITIONS TO THE OBLIGATIONS OF BUYER**

The obligations of Buyer under this Agreement are subject to the fulfillment of the following conditions prior to or on the Closing Date. Upon the Closing, each such condition shall be deemed to have been satisfied.

### **8.1 Representations, Warranties and Covenants.**

(a) Each of the representations and warranties of Seller contained in this Agreement was true and correct as of the date when made and is deemed to be made again on and as of the Closing Date and is then true and correct, except to the extent changes are permitted or contemplated pursuant to this Agreement.

(b) Seller shall have performed and complied with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

8.2 **Proceedings.** Neither Seller nor Buyer is subject to any restraining order or injunction (or similar action) restraining or prohibiting the consummation of the transaction contemplated hereby.

8.3 **FCC Consent.** The FCC Consent shall have been granted.

8.4 **Deliveries.** Seller has complied with each and every one of the obligations set forth in Section 9.1.

8.5 **Liens.** Other than Permitted Liens, no Liens are or have been filed or recorded against the Station Assets in the public records of any jurisdiction in which the Station Assets are located.

#### **ARTICLE 9: ITEMS TO BE DELIVERED AT CLOSING**

9.1 **Deliveries by Seller.** At Closing, Seller shall deliver to Buyer, duly executed by Seller or such other signatory as may be required by the nature of the document:

(a) a bill of sale and assignment sufficient to sell, convey, transfer and assign the Station Assets (including the FCC Authorizations) to Buyer free and clear of any Liens other than Permitted Liens, in a form reasonably acceptable to Buyer and Seller;

(b) the tower lease agreement in the form attached hereto as **Exhibit C** (the "Tower Lease Agreement"); and

(c) the studio lease agreement in the form attached hereto as **Exhibit D** (the "Studio Lease").

9.2 **Deliveries by Buyer.** At the Closing, Buyer shall deliver to Seller, duly executed by Buyer or such other signatory as may be required by the nature of the document:

(a) the Purchase Price in accordance with Section 1.5;

(b) the Promissory Note;

(c) the Security Documents;

(d) the Tower Lease Agreement; and

(e) at Buyer's option, the Studio Lease.



## **ARTICLE 10: SURVIVAL AND INDEMNITY**

The rights and obligations of Buyer and Seller under this Agreement shall be subject to the following terms and conditions:

10.1 **Survival of Representations and Warranties.** The representations and warranties of Buyer and Seller contained in this Agreement shall survive the Closing for one (1) year from the Closing Date. Neither Seller nor Buyer shall have any liability whatsoever with respect to any representation or warranty unless a claim is made hereunder or an action at law or in equity is commenced prior to expiration of the 1-year survival period for such representation or warranty.

### **10.2 General Agreement to Indemnify.**

(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, claims, actions, 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 or any collateral 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 Station 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 operations of the Stations and the Station Assets after the Closing.

### **10.3 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 refuses 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.

## **ARTICLE 11: TERMINATION**

11.1 **Termination.** This Agreement may be terminated at any time prior to Closing:

(a) by the mutual written consent of Seller and Buyer;

(b) by written notice of Seller to Buyer if Buyer: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by Buyer on or before the Closing Date in any material respect; (ii) breaches in any material respect any of Buyer's representations or warranties; or (iii) defaults in any material respect in the performance of any of Buyer's covenants or agreements under this Agreement; and in any of which events such breach or default is not cured within the Cure Period (as defined below), if applicable;

(c) by written notice of Buyer to Seller if Seller: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by Seller on or before the

Closing Date in any material respect; (ii) breaches in any material respect any of Seller's representations or warranties; or (iii) defaults in any material respect in the performance of any of Seller's covenants or agreements under this Agreement; and in any of which events such breach or default is not cured within the Cure Period (as defined below), if applicable;

(d) by Buyer as provided in Section 12.5 (Risk of Loss);

(e) by written notice of Seller to Buyer, or Buyer to Seller: (i) if the Closing has not been consummated on or before the date twelve (12) months after the Effective Date; provided, however, that the right to terminate this Agreement under this clause shall not be available to any Party whose breach of this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date; (ii) if, for any reason, the FCC denies or dismisses the Assignment Application and the time for reconsideration or court review under the Communications Act with respect to such denial or dismissal has expired and there is not then pending with respect thereto a timely filed petition for reconsideration or request for review; or (iii) if, for any reason, the Assignment Application is designated for an evidentiary hearing.

**11.2 Cure Period.** The term "Cure Period" as used herein means a period commencing with the date that Buyer or Seller receives from the other Party written notice of breach or default hereunder and continuing until twenty (20) days thereafter; provided, however, that if the breach or default 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; and provided, further, that no such cure period shall apply to the Buyer's obligation to proffer the Purchase Price on the Closing Date. Except as set forth below, 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.

**11.3 Liability; Right to Terminate.** A termination of this Agreement shall not relieve any Party hereto of any liability for which it otherwise would be subject. Notwithstanding anything in this Agreement to the contrary, no Party that is in material breach of this Agreement shall be entitled to terminate this Agreement except with the written consent of the other Party.

**11.4 Specific Performance.** Seller acknowledges that the Stations is a unique asset not readily obtainable on the open market and that, in the event that Seller fails to perform its obligation to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transaction contemplated hereby, Buyer shall have the right to specifically enforce Seller's performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby, in addition to any other rights or remedies to which Buyer may be entitled, at law or in equity. If any action is brought by Buyer to specifically enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law, and Buyer shall be entitled to receive from Seller all court costs, attorney's fees and other out-of-pocket expenses incurred by Buyer in enforcing its rights under this provision. The remedy of specific enforcement in

accordance with this paragraph shall be in addition to all other remedies available under this Agreement or at law or in equity.

## ARTICLE 12: MISCELLANEOUS

12.1 **Governing Law.** The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the state of North Carolina (exclusive of those relating to conflicts of laws). Any action at law, suit in equity or judicial proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, or any provision hereof, shall be litigated only in the courts of the state of North Carolina. The Parties hereby consent to the personal and subject matter jurisdiction of such courts and waive any right to transfer or change the venue of any litigation between them.

12.2 **Expenses.** Except as otherwise specifically provided herein, each Party hereto shall bear all of its expenses incurred in connection with the transaction contemplated by this Agreement, including without limitation, accounting, engineering and legal fees incurred in connection herewith.

12.3 **Entire Agreement; Amendment; No Waiver.** This Agreement, including the schedules and exhibits hereto, contain the entire agreement and understanding by and between the Parties, and no other representations, promises, agreements, or understanding, written or oral, not contained herein shall be of any force or effect. This Agreement may only be amended in a writing signed by the Parties. No oral agreement shall have any effect. No failure or delay in exercising any right hereunder shall be deemed or construed to be a waiver of such right, either prospectively or in the particular instance. This Agreement has been prepared by all of the Parties hereto, and no inference of ambiguity against the drafter of a document therefore applies against any Party hereto.

12.4 **Confidentiality.** Buyer and Seller shall keep confidential all information obtained by it with respect to the other Party in connection with this Agreement, except where such information is known through other lawful sources or where its disclosure is required in accordance with applicable law, including requirements of the FCC pursuant to the Assignment Application. If the transaction contemplated hereby is not consummated for any reason, Buyer and Seller shall return to each other, without retaining a copy thereof in any medium whatsoever, any schedules, documents or other written information, including all financial information, obtained from the other in connection with this Agreement and the transaction contemplated hereby.

12.5 **Risk of Loss.** The risk of loss to any of the Station Assets on or prior to the Closing shall be upon Seller. Seller shall use all commercially reasonable efforts to repair or replace any damaged or lost Station Assets.

12.6 **Successors and Assigns.** Neither party may assign this Agreement without the prior written consent of the other party hereto. 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.

12.7 **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, addressed as set forth below:

If to Seller, then to:

Crescent Media Group LLC  
3012 Highwoods Blvd., #201  
Raleigh, NC 27604  
Attention: Donald W. Curtis

If to Buyer, then to:

Alamance Media Partners, Inc.  
2509 Elon Ossipee Road  
Elon, NC 27244  
Attention: Chuck Marsh

Any Party may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

12.8 **Further Assurances.** From time to time prior to, on and after the Closing Date, each Party hereto will execute all such instruments and take all such actions as any other party shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose hereof and all transactions contemplated by this Agreement, including without limitation the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered on the Closing Date, and any and all actions which may reasonably be necessary to complete the transaction contemplated hereby. The Parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

12.9 **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein, or its application to any particular circumstance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, such provision or such application shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without invalidating the remainder of such provision or any other provisions hereof, or its application in any other circumstance, unless such a construction would be unreasonable, and without invalidating such provision or its application in any other jurisdiction.

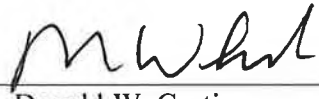
1.8 **Facsimile; Counterparts.** This Agreement may be executed by facsimile or email transmission and in counterparts, each of which shall constitute an original but together will constitute a single document.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

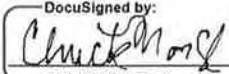
SELLER:

**CRESCENT MEDIA GROUP LLC**

By:   
Name: Donald W. Curtis  
Title: Manager

BUYER:

**ALAMANCE MEDIA PARTNERS, INC.**

By:   
Name: Chuck Marsh  
Title: President

**Schedule 1.1(a)**  
**FCC Authorizations**

| <b>CALL SIGN</b>  | <b>SERVICE</b>                          | <b>COMMUNITY<br/>OF LICENSE</b> | <b>FCC FILE NUMBER</b> | <b>EXPIRATION</b> |
|-------------------|---|---------------------------------|------------------------|-------------------|
| WSML <sup>1</sup> | AM                                      | Graham, NC                      | BML-20050707ADY        | 12/01/2019        |
| W232DT            | FM Translator<br>Construction<br>Permit | Mebane, NC                      | BNPFT-20180508AAU      | 06/22/2021        |
| KM9688            | Broadcast<br>Auxiliary Remote<br>Pickup | N/A                             | N/A                    | 12/01/2019        |
| KR2532            | Broadcast<br>Auxiliary Remote<br>Pickup | N/A                             | N/A                    | 12/01/2019        |
| KRF276            | Broadcast<br>Auxiliary Remote<br>Pickup | N/A                             | N/A                    | 12/01/2019        |
| WLE757            | Aural Studio<br>Transmitter Link        | N/A                             | N/A                    | 12/01/2019        |

\* \* \* \* \*

---

<sup>1</sup> Minor Change Construction Permit in FCC File No. BP-20180719AAI





**United States of America**  
**FEDERAL COMMUNICATIONS COMMISSION**  
**AM BROADCAST STATION CONSTRUCTION PERMIT**

Authorizing Official:

Official Mailing Address:

CRESCENT MEDIA GROUP LLC  
 3012 HIGHWOODS BLVD.  
 SUITE 201  
 RALEIGH NC 27604

Son Nguyen  
 Supervisory Engineer  
 Audio Division  
 Media Bureau

Facility Id: 740

Call Sign: WSMR

Permit File Number: BP-20180719AAI

Grant Date: October 11, 2018

This permit expires 3:00 a.m.  
 local time, 36 months after the  
 grant date specified above.

Construction permit to become a Class D station, move antenna site, and  
 reduce day and night power.

Subject to the provisions of the Communications Act of 1934, as amended,  
 subsequent acts and treaties, and all regulations heretofore or hereafter  
 made by this Commission, and further subject to the conditions set forth  
 in this permit, the permittee is hereby authorized to construct the radio  
 transmitting apparatus herein described. Installation and adjustment of  
 equipment not specifically set forth herein shall be in accordance with  
 representations contained in the permittee's application for construction  
 permit except for such modifications as are presently permitted, without  
 application, by the Commission's Rules.

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.

Equipment and program tests shall be conducted only pursuant to Sections  
 73.1610 and 73.1620 of the Commission's Rules.

Hours of Operation: Daytime with Secondary nighttime

Average hours of sunrise and sunset:  
 Local Standard Time (Non-Advanced)

|      |         |         |      |         |         |
|------|---------|---------|------|---------|---------|
| Jan. | 7:30 AM | 5:30 PM | Jul. | 5:15 AM | 7:30 PM |
| Feb. | 7:00 AM | 6:00 PM | Aug. | 5:30 AM | 7:15 PM |
| Mar. | 6:30 AM | 6:30 PM | Sep. | 6:00 AM | 6:30 PM |
| Apr. | 5:45 AM | 6:45 PM | Oct. | 6:30 AM | 5:45 PM |
| May  | 5:15 AM | 7:15 PM | Nov. | 7:00 AM | 5:15 PM |
| Jun. | 5:00 AM | 7:30 PM | Dec. | 7:15 AM | 5:00 PM |

Callsign: WSQL

Permit No.: BP-20180719AAI

Name of Permittee: CRESCENT MEDIA GROUP LLC

Station Location: GRAHAM, NC

Frequency (kHz): 1200

Station Class: D

## Antenna Coordinates:

## Day

Latitude: N 36 Deg 05 Min 51 Sec

Longitude: W 79 Deg 29 Min 11 Sec

## Night

Latitude: N 36 Deg 05 Min 51 Sec

Longitude: W 79 Deg 29 Min 11 Sec

Transmitter(s): Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Nominal Power (kW): Day: 4.6 Night: 0.008

Antenna Mode: Day: ND Night: ND

(DA=Directional Antenna, ND=Non-directional Antenna; CH=Critical Hours)

## Antenna Registration Number(s):

## Day:

| Tower No. | ASRN    | Overall Height (m) |
|-----------|---------|--------------------|
| 1         | 1007838 |                    |

## Night:

| Tower No. | ASRN    | Overall Height (m) |
|-----------|---------|--------------------|
| 1         | 1007838 |                    |

## Non-Directional Antenna: Day

Radiator Height: 145.3 meters; 209.4 deg

Theoretical Efficiency: 426.6 mV/m/kw at 1km

## Non-Directional Antenna: Night

Radiator Height: 145.3 meters; 209.4 deg

Theoretical Efficiency: 426.6 mV/m/kw at 1km

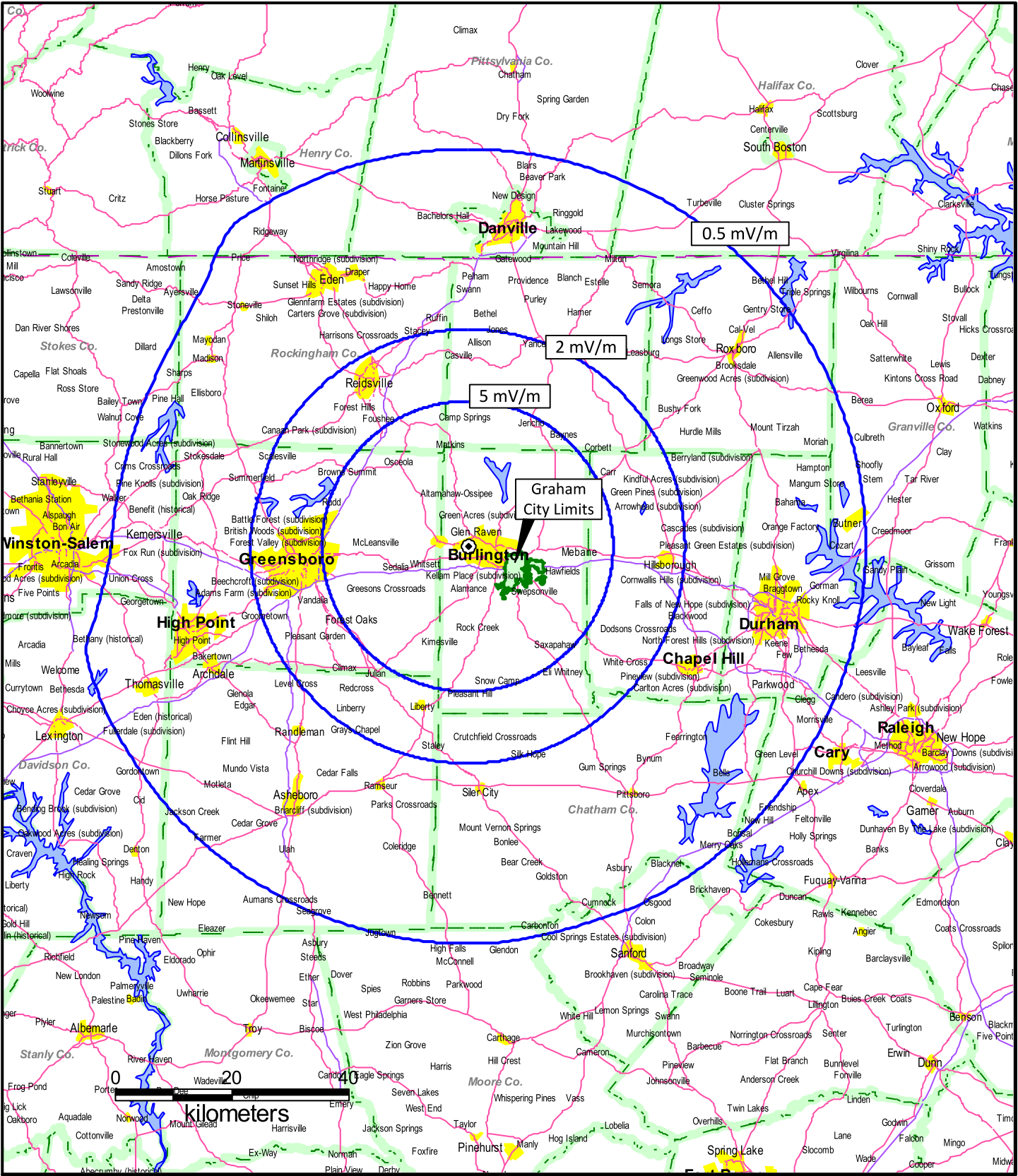
Special operating conditions or restrictions:

- 1 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.
- 2 Permittee shall install a type accepted transmitter, or submit application (FCC Form 301) along with data prescribed in Section 73.1660(b) should non-type accepted transmitter be proposed.
- 3 Ground System Description:  
Ground system consists of 120 equally spaced copper wire radials extending to an average length of 81.5 meters.
- 4 The proposed antenna shall be excited with a symmetrical folded unipole feed, utilizing a minimum of three folds. Slant wire feed is not permitted.
- 5 Before program tests are authorized, sufficient data shall be submitted to show that adequate filters, traps and other equipment has been installed and adjusted to prevent interaction, intermodulation and/or generation of spurious radiation products which may be caused by common usage of the same antenna system by Stations WSML(AM) (Facility ID # 740) and WPCM(AM) (Facility ID #9082) and there shall be filed with the license application copies of a firm agreement entered into by the two(2) stations involved clearly fixing the responsibility of each with regard to the installation and maintenance of such equipment. In addition, field observations shall be made to determine whether spurious emissions exist and any objectionable problems resulting therefrom shall be eliminated. Following construction, and prior to authorization of program test under this grant, Stations WSML(AM) (Facility ID # 740) and WPCM(AM) (Facility ID #9082) shall each measure antenna or common point resistance and submit FCC Form 302 as application notifying the return to direct measurement of power.

## Special operating conditions or restrictions:

- 6 A license application (FCC Form 302) to cover this construction permit must be filed with the Commission pursuant to Section 73.3536 of the Rules before the permit expires.
- 7 Before program test authority is authorized by the Commission: sufficient radiofrequency (RF) electromagnetic field measurements taken at the tower fence shall be submitted to show that the new power level RF radiation is in compliance with the American National Standards Institute Guidelines (OET Bulletin No. 65, August 1997); or a fence must be erected at such distances and in such a manner as to prevent the exposure human exposure to radiofrequency electromagnetic fields in excess of the FCC Guidelines (OET Bulletin No. 65, Edition 97-01, August 1997). The fence must be of a type which will preclude casual or inadvertent access, and must include warning signs at appropriate intervals which describe the nature of the hazard. Permittee shall submit documentation of compliance with this special operating condition along with the Form 302, application for license and the request for program test authority.
- 8 Before program tests are authorized co-located WPCM(AM) (Facility ID #740) shall file a FCC Form 301 to correct its antenna site coordinates.

\*\*\* END OF AUTHORIZATION \*\*\*



**PROPOSED DAYTIME PRINCIPAL COMMUNITY COVERAGE AND SERVICE CONTOURS**

RADIO STATION WSML  
GRAHAM, NORTH CAROLINA  
1200 KHZ 4.6 KW-D 0.008 KW-N U ND  
du Treil, Lundin & Rackley, Inc. Sarasota, Florida

**Schedule 1.1(b)**  
**Tangible Personal Property**

- Harris DX-10 10-kilowatt solid state AM transmitter
- Sine Systems transmitter remote control
- Orban Optimod 9000 AM audio processor
- Ohm Spun 50 ohm 5 kilowatt dummy load
- Belar AMM-2A AM modulation monitor
- Marti R-10 STL receiver
- Marti STL-10 STL transmitter
- Scala PR-450 STL antenna
- LPB Signature console

**Exhibit A**

**Promissory Note**

(Attached)

**PROMISSORY NOTE**

\_\_\_\_\_, 201\_\_

\$37,500

FOR VALUE RECEIVED, ALAMANCE MEDIA PARTNERS, INC., a North Carolina corporation (“Maker”), promises to pay to the order of CRESCENT MEDIA GROUP LLC, a North Carolina limited liability company (“Payee”), the principal sum of THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500), together with interest on the unpaid principal balance outstanding from time to time until paid in full at the interest rate set forth herein, calculated on the basis of the actual number of days elapsed over a year of 360 days.

1. Interest Rate. The interest rate applicable to this Note shall be 5.00% per annum.
2. Payments of Principal and Interest. Maker shall make sixty (60) monthly installments of principal and interest in the amount of SEVEN HUNDRED SEVEN DOLLARS AND SIXTY-SEVEN CENTS (\$707.67) with the first payment due on \_\_\_\_\_, and continuing thereafter on the 1<sup>st</sup> day of each month, as shown in the attached amortization schedule, until all outstanding principal, accrued but unpaid interest, and any other costs and fees due hereunder shall be paid in full.
3. Prepayment. Maker may prepay the outstanding principal balance of this Note in whole or in part without premium or penalty, provided that such prepayment shall be made together with accrued interest on the amount prepaid to the date of prepayment.
4. Representations and Warranties. Maker hereby represents and warrants to Payee that:
  - (a) Validity of Note. The execution, delivery and performance by Maker of this Note has been duly authorized by all necessary action and, when executed and delivered by Maker, will constitute the valid and binding agreements of Maker, enforceable in accordance with its terms.
  - (b) Existing Defaults. Maker is not in default in the performance or observance of any material obligation, agreement, covenant, or condition contained in any bond, debenture, note, or other evidence of indebtedness or in any contract, indenture, mortgage, agreement, loan agreement, lease, or other agreement or instrument to which Maker is a party or by which it, or any of its properties, is bound.
  - (c) No Default in Other Agreements. The execution and delivery and performance by Maker of this Note, the incurrence of the obligations set forth herein, and the consummation of the transactions contemplated hereby, will not conflict with or result in a breach of any bond, debenture, note, contract, indenture, mortgage, loan agreement, lease, or any other evidence of indebtedness, agreement or instrument to which Maker is a party or by which it or any of its properties may be bound, or result in the violation by it of any law, order, rule, or regulation of any court or governmental agency or body having jurisdiction over it or any of its properties.



- (d) No Consents. No consent, approval, authorization, or other acknowledgment of, or the provision of notice to, any court or governmental agency or body, or any other person, that has not already been obtained, is required for the consummation by Maker of any of the transactions contemplated by this Note.

5. Acceleration of Note. All outstanding principal, together with all accrued but unpaid interest thereon, shall become due and payable immediately upon the occurrence of any of the following (an “Event of Prepayment”): (i) a Change of Control (as defined below) of the Maker or the licensee of the Stations (as defined in Section 7 below); (ii) a sale, transfer, or assignment by Maker of all or substantially all of the assets used in the operation of the Stations (as defined below); (iii) a sale, transfer, or assignment by Maker of the Federal Communications Commission license(s) of either Station; and (iv) Maker’s entering into an agreement pursuant to which Maker permits any other person or entity to program more than fifteen percent (15%) of either Station’s programming time per week, or sell commercial spot announcements for more than fifteen percent (15%) of either Station’s commercial time per week, without Payee’s prior written consent to such agreement after financial review of such person or entity, which shall not be unreasonably withheld. A “Change of Control” with respect to an entity occurs when (i) such entity merges into another entity or (ii) any person or entity (or group of persons or entities acting in concert) acquires, directly or indirectly, the power to elect or appoint a majority of the board of directors or managers of such entity, or otherwise to direct the management or affairs of such entity, whether through voting agreements or trusts, acquiring securities, by contract or otherwise.

6. Method of Payment or Repayment. Payments hereunder shall be made in lawful money of the United States of America by check or draft on the date payment is due, or in such other manner, and at such place, as the Payee may from time to time direct in writing to the Maker, provided that such “other manner” of payment does not require the Maker to incur additional costs in the making of payments hereunder (e.g., wire transfer fees, etc.).

7. Purchase Agreement. This Note is delivered to Payee in connection with Maker’s purchase of certain of the assets owned by Payee and used in connection with the operation of commercial radio station WSML(AM), Graham, North Carolina, FCC Facility ID Number 740, and a construction permit (FCC File No. BNPFT-20180508AAU) to construct FM Translator Radio Station W232DT, Mebane, North Carolina (FCC Facility ID # 203181) on FM Channel 232 (94.3 MHz) (collectively, the “Stations”). This Note is issued in connection with, and is entitled to the benefits of and is subject to the terms and conditions of, the Asset Purchase Agreement dated \_\_\_\_\_, relating to the purchase and sale of the Stations (the “APA”). Reference is made to the APA for a statement of the rights, obligations and duties of Payee and Maker in relation thereto.

8. Security. This Note is secured by, and/or Maker has provided Payee with certain remedies under, (a) a Security Agreement of even date herewith executed by Maker in favor of Payee granting and conveying to Payee a first priority security interest in the collateral described therein (the “Security Agreement”), (b) an unconditional guarantee of Maker’s obligations to Payee (the “Guaranty Agreement”) executed by Chuck Marsh and Rebecca Marsh (“Guarantor”)

for the benefit of Payee, and (c) a pledge of all of the capital stock of Maker executed by Guarantor (the “Pledge Agreement” and together with the Security Agreement and the Guaranty Agreement, the “Collateral Documents”).

9. Event of Default; Remedies. Each of the following shall constitute an “Event of Default”, whatever the reason for such event and whether it shall be voluntary or involuntary, or within or without the control of Maker or be effected by operation of law or pursuant to any judgment or order of any court or any order, rule, or regulation of any governmental or nongovernmental body:

- (a) failure by Maker to make any scheduled payment when due, and such failure shall continue unremedied for ten (10) business days after such payment is due;
- (b) any representation or warranty by Maker in this Note, the APA or the Collateral Documents, or any representation or warranty by a Guarantor in the Guaranty Agreement or the Pledge Agreement, shall at any time prove to have been incorrect or misleading in any material respect when made;
- (c) any failure by Maker to comply, perform or observe of any term, covenant, condition, or agreement contained in this Note or the APA (other than a term, covenant, condition, or agreement a default in the performance or observance of which is elsewhere in this Note specifically dealt with, (e.g. the payment of amounts owing on this Note)) and, if capable of being remedied, shall remain uncured for a period of thirty (30) days following written notification of such matter to Maker from Payee;
- (d) any default under or breach of any of the Collateral Documents that remains uncured beyond the applicable cure period set forth therein, if any; or
- (e) (i) a filing of any petition or answer by Maker or Guarantor seeking to adjudicate Maker or Guarantor bankrupt or insolvent, or seeking for Maker or Guarantor any liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition or adjustment of Maker’s or Guarantor’s debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors, or seeking, consenting to, or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for Maker or Guarantor or for any substantial part of Maker’s or Guarantor’s property or any action taken by Maker or Guarantor to authorize any of the actions set forth above; (ii) the entry of an order for relief or approving a petition for relief or reorganization or any other petition seeking any reorganization, arrangement, adjustment, protection, relief, or composition or adjustment of Maker’s or Guarantor’s debts under any law relating to bankruptcy, insolvency, or reorganization or any similar statute, law or regulation, or the filing of any such petition against Maker or Guarantor which petition shall not be dismissed within ninety (90) days; or (iii) without the consent or acquiescence of either Maker or Guarantor, the entering of an order appointing a trustee, custodian, receiver or

liquidator of the Maker or Guarantor (as applicable) or of all or any substantial part of the property of Maker or Guarantor which order shall not be dismissed within sixty (60) days.

10. Remedies.

- (a) Upon the occurrence and during the continuance of any Event of Default, and at all times thereafter until such default is cured or the remainder of the principal sum, together with all interest accrued thereon shall have been paid in full (each such period, a "Default Period"), the interest rate hereunder shall be nine percent (9%) and interest shall accrue on the unpaid principal balance at such rate during the Default Period.
- (b) Upon the occurrence and during the continuance of any Event of Default other than an Event of Default described in Section 9(e) hereof, Payee may, in its sole discretion, declare this Note, including, without limitation, the remainder of the principal sum plus all interest accrued thereon and any costs of collection (including, without limitation, actual reasonable attorney's fees and disbursements if collected by or through an attorney at law or in bankruptcy, receivership or other judicial proceedings), all without presentment, demand, protest or notice. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time.
- (c) Upon the occurrence of an Event of Default described in Section 9(e), this Note including, without limitation, the remainder of the principal sum plus all interest accrued thereon and any costs of collection (including, without limitation, actual reasonable attorney's fees and disbursements if collected by or through an attorney at law or in bankruptcy, receivership or other judicial proceedings), shall become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are expressly waived.
- (d) Upon the occurrence of an Event of Default and acceleration of this Note as provided in this Section 10, Payee may pursue any remedy available under this Note, the Collateral Documents, or available at law or in equity, all of which shall remain cumulative. The order and manner in which the rights and remedies of Payee may be exercised shall be determined by Payee in its sole discretion.

11. Waiver of Protest. Maker hereby waives presentment, protest, notice of protest and non-payment, or other notice of default, notice of acceleration and intention to accelerate and agrees that its liability under this Note shall not be affected by any renewal or extension in the time of payment hereof, or by any indulgences, or by any release or change in any security for the payment of the indebtedness evidenced by this Note, and hereby consents to any and all renewals, extensions, indulgences, releases or changes, regardless of the number of such renewals, extensions, indulgences, releases or changes.

12. Rights and Waivers. No waiver or modification of any right, power or privilege of Payee or of any obligation of Maker shall be effective unless such waiver or modification is in writing, and signed by Payee and then only to the extent set forth therein. A waiver by Payee of any right, power, or privilege hereunder on any one occasion shall not be construed as a bar to, or waiver of, the exercise of any such right, power or privilege which Payee otherwise would have on any subsequent occasion.

13. Costs of Collection. Upon an Event of Default, Maker agrees to pay all costs of collection, including, but not limited to, court costs and reasonable actual attorneys' fees calculated on the basis of such attorneys' usual hourly rate multiplied by the number of hours spent in enforcing Payee's rights hereunder and not on the basis of any percentage of the outstanding balance of this Note.

14. Assignment. This Note may be assigned or transferred, in whole or in part, by Payee to any person or entity at any time without notice to or the consent of Maker. Maker may not assign or transfer this Note or any of its rights hereunder without the prior written consent of Payee. This Note shall inure to the benefit of and be binding upon the parties hereto and their permitted assigns.

15. Governing Law. This Note shall be construed in accordance with and governed by the law of the State of North Carolina, without regard to its choice of law principles.

16. Jurisdiction. Any judicial proceeding against Maker brought by Payee with respect to any term, condition or breach of this Note, or any other present or future agreement between Maker and Payee related to this Note may be brought by Payee in a court of competent jurisdiction in the State of North Carolina, and, by execution and delivery of this Note, Maker accepts for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby in connection with this Note, or any other present and future agreement between Maker and Payee. Maker waives any bond or surety or security upon such bond or surety which might, but for this waiver, be required of Payee. Nothing contained in this section affects the right of Payee to bring any action or proceeding against Maker or its property in the courts of any other jurisdiction. Any judicial proceeding by Maker against Payee involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Note, its actual or threatened breach, or any other present or future agreement or other dispute of any nature between Payee and Maker related to this Note, may be brought only in a North Carolina state court sitting in Wake County, North Carolina (and the appropriate appellate courts therefrom). Maker waives any objection to jurisdiction and venue of any action instituted hereunder or in connection herewith and may not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Payee or Maker may file an original counterpart or a copy of this agreement with any court as written evidence of the waivers and consents contained herein.

17. Severability. The provisions of this Note are severable and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof,

in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Note in any jurisdiction.

18. Business Purpose. The loan evidenced by this Note represents credit extended for business, commercial, investment or other similar purpose, and not for personal, family, household or other consumer purposes.

19. Binding Effect. This Note shall bind and inure to the benefit of the parties, their legal representatives, successors, and assigns.

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, Maker has caused this Note to be executed by its duly authorized officer the date first above written.

**ALAMANCE MEDIA PARTNERS, INC.**

By: \_\_\_\_\_

Name: Chuck Marsh

Title: President

**Exhibit B**

**Security Documents**

(Attached)

## SECURITY AGREEMENT

**THIS SECURITY AGREEMENT** (as amended, restated, supplemented, or otherwise modified, this “Agreement”), is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 201\_, by ALAMANCE MEDIA PARTNERS, INC., a North Carolina corporation (“Grantor”), for the benefit of CRESCENT MEDIA GROUP LLC, a North Carolina limited liability company (“Secured Party”).

### WITNESSETH:

**WHEREAS**, pursuant to that certain Asset Purchase Agreement dated as of \_\_\_\_\_, by and among Grantor and Secured Party (as from time to time amended, restated, supplemented or otherwise modified, the “APA”), Grantor has requested Secured Party to extend and Secured Party has agreed to extend to Grantor a loan in the aggregate principal amount of up to \$37,500 (the “Loan”), as evidenced by a promissory note from Grantor and payable to the order of Secured Party in the aggregate principal amount of \$37,500 (as amended, restated, supplemented, extended or otherwise modified, the “Note” and, together with the APA, the “Loan Documents”); and

**WHEREAS**, as a condition to Secured Party’s willingness to make the Loan and to more fully secure Grantor’s obligations under the APA and the Note, Secured Party has requested Grantor to execute this Agreement;

**NOW, THEREFORE**, for and in consideration of the Loan, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **1. Construction of Agreement; Definitions.**

All terms used but not defined herein or in the Note which are defined by Article Nine of North Carolina’s Uniform Commercial Code as in effect on the date hereof (“Article Nine”) shall have the meanings assigned to them by Article Nine unless varied by this Agreement. All accounting terms used but not defined herein shall have the meanings assigned to them as determined by GAAP. Whenever the phrase “Satisfactory to Secured Party” is used in this Agreement such phrase shall mean “Satisfactory to Secured Party in its sole discretion.” All terms used but not defined herein which are defined in the Note shall have the meanings assigned to them in the Note (as applicable) unless varied by this Agreement. In addition to the capitalized terms defined elsewhere in this Agreement, the following capitalized terms shall have the following meanings:

**1.1** “Business Premises” shall mean Grantor’s principal office located at \_\_\_\_\_.

**1.2** “Collateral” shall mean all right, title and interest in or to any of the following assets and properties of Grantor, now owned and hereafter acquired or arising and wherever located:



- (a) all Accounts;
- (b) all As-extracted collateral;
- (c) all Chattel paper;
- (d) all Deposit Accounts, cash, cash equivalents, Securities Accounts and  
Commodity Accounts;
- (e) all Documents;
- (f) all Equipment;
- (g) all Fixtures;
- (h) all General intangibles, including without limitation goodwill and IP  
Collateral;
- (i) all Goods not otherwise described herein;
- (j) all Instruments;
- (k) all Inventory;
- (l) all Investment property;
- (m) all Letter-of-credit rights;
- (n) all money;
- (o) all books, records, ledger cards, files, correspondence, customer lists,  
blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks  
and other electronic storage media and related data processing software and similar items that at  
any time evidence or contain information relating to any of the Collateral or are otherwise  
necessary or helpful in the collection thereof or realization thereupon; and
- (p) to the extent not otherwise included, all other personal property of  
Grantor corporation and all Proceeds, including without limitation, all insurance proceeds,  
products, accessions, rents and profits of any and all of the foregoing.

Notwithstanding the foregoing, the parties acknowledge that as of the date hereof and pursuant to the Communications Act of 1934, as amended, any authorizations issued by the Federal Communications Commission and held by Grantor ("FCC Authorizations") may not be and are not included within the definition of "Collateral," as used herein; provided, however, that should the law change to permit the FCC Authorizations to be included in the definition of "Collateral," as used herein, then, immediately and without the need for further action on the part of Grantor or Secured Party, the FCC Authorizations shall become included in the definition of "Collateral";

provided, further, however, that all cash and non-cash proceeds from the sale or transfer of the FCC Authorizations shall be included in the definition of “Collateral.”

**1.3** “IP Collateral” means (a) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), patents, patent applications, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof, (b) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor and its affiliates connected with and symbolized by any of the aforementioned properties and assets and (c) all intangible intellectual or other similar property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above.

**1.4** “Lien” shall mean any statutory or common law consensual or non-consensual mortgage, pledge, security interest, encumbrance, lien, right of setoff, claim or charge of any kind, including, without limitation, any conditional sale or other title retention transaction, any lease transaction in the nature thereof and any secured transaction under the Uniform Commercial Code of any jurisdiction.

**1.5** “Obligations” means the full and punctual observance and performance of all of Grantor’s obligations and liabilities to Secured Party, whether now existing or hereinafter incurred, for principal, interest, fees, expenses, indemnification or otherwise, under the Loan Documents or otherwise, whether direct or indirect, contingent or noncontingent, matured or unmatured, accrued or not accrued, whether or not now contemplated, whether or not any instrument or agreement relating thereto specifically refers to this Agreement, as well as all renewals, refinancings, consolidations, re-castings and extensions of any of the foregoing.

**1.6** “PTO” shall mean the United States Patent and Trademark Office.

## **2. Security Interest.**

**2.1 Grant of Security Interest.** As security for the prompt and complete payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, Grantor hereby assigns, pledges and grants to Secured Party, and the successors and assigns of Secured Party, a continuing security interest in the Collateral (“Secured Party’s Security Interest”). Secured Party’s Security Interest shall exist continually until all Obligations have been paid in full.

**2.2 Priority.** Secured Party’s Security Interest in the Collateral shall be a first priority security interest, subject only to permitted purchase money liens to the extent set forth in Section 5.1.

**2.3 Perfection.** Grantor authorizes Secured Party to file financing statements, amendments, and continuation statements covering the Collateral and containing such collateral descriptions and legends as Secured Party shall deem necessary or desirable to perfect or to maintain the perfection of Secured Party's Security Interest, as well as any other document describing Secured Party's interest in the IP Collateral with the PTO or any applicable state office. Grantor agrees to pay all taxes, fees and costs (including reasonable attorneys' fees and UCC filing fees) paid or incurred by Secured Party in connection with the preparation, filing or recordation thereof.

### **3. The Collateral.**

**3.1 Care of Collateral.** Grantor shall have all risk of loss of the Collateral. Secured Party shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of any loss of or damage to the Collateral, to collect or enforce any rights against the Collateral, to collect any income accruing on the Collateral, or to preserve rights against account debtors or other parties with prior interests in the Collateral. If Secured Party actually receives any notices requiring action with respect to Collateral in Secured Party's possession, Secured Party shall take reasonable steps to forward such notices to Grantor. Grantor is responsible for responding to notices concerning the Collateral, voting the Collateral, and exercising rights and options, calls and conversions of the Collateral. Secured Party's sole responsibility is to take such action as is reasonably requested by Grantor in writing; provided, however, Secured Party shall not be liable for taking or for failing to take any action if, in Secured Party's sole judgment, taking or failing to take such action would affect adversely the value of the Collateral as security for the Obligations. If in Secured Party's sole discretion, Secured Party determines that any action by Secured Party is necessary or desirable to preserve and/or maintain the Collateral, Grantor authorizes Secured Party to take such actions; provided, however, that in no event shall Secured Party be obligated to take any such action.

**3.2 Maintenance of Insurance.** At all times, Grantor shall maintain policies of insurance insuring the Collateral against such risks, in such amounts, with such loss deductible amounts and with such companies as are adequate for the business conducted by Grantor as reasonably determined by the Board of Directors, and each such policy shall contain a clause or endorsement Satisfactory to Secured Party naming Secured Party as additional loss payee and a clause or endorsement Satisfactory to Secured Party that such policy may not be cancelled or altered and Secured Party may not be removed as additional loss payee without at least thirty (30) days' prior written notice to Secured Party. In all events, the amounts of such insurance coverages shall conform to prudent business practices and shall be in such minimum amounts that Grantor will not be deemed a co-insurer under applicable insurance laws, regulations, policies or practices. Grantor hereby assigns to Secured Party and grants to Secured Party a security interest in any and all proceeds of such policies and authorizes and empowers Secured Party to adjust or compromise any loss under such policies and to collect and receive all such proceeds. Grantor hereby authorizes and directs each insurance company to pay all such proceeds jointly to Grantor and Secured Party. During the continuance of an Event of Default, Grantor hereby authorizes and directs each insurance company to pay all such proceeds directly and solely to Secured Party and not to Grantor and Secured Party jointly. Grantor authorizes and empowers Secured Party during the continuance of an Event of Default to execute and endorse in Grantor's name all proofs of loss, drafts, checks and any other documents or instruments

necessary to accomplish such collection, and any persons making payments to Secured Party under the terms of this paragraph are hereby relieved absolutely from any obligation or responsibility to see to the application of any sums so paid. After deduction from any such proceeds received by Secured Party of all costs and expenses (including attorneys' fees) incurred by Secured Party in the collection and handling of such proceeds, the net proceeds shall be applied as follows: such net proceeds may be applied, at Secured Party's option, (i) toward replacing or restoring the Collateral, in a manner and on terms Satisfactory to Secured Party, or (ii) as a credit against such of the Obligations, whether matured or unmatured, as Secured Party shall determine in Secured Party's sole discretion. In the event that Secured Party opts to allow the proceeds to be used to replace or restore as aforesaid, then such net proceeds shall be deposited in a segregated account of Secured Party subject to the sole order of Secured Party and shall be disbursed therefrom by Secured Party in such manner and at such times as Secured Party deems appropriate to complete such replacement or restoration.

**3.3 Collateral Collections.** Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right at any and all times to enforce Grantor's rights against account debtors and other parties obligated on Collateral. Secured Party's collection and enforcement of Collateral against account debtors and other persons obligated thereon shall be deemed to be commercially reasonable if Secured Party exercises the care and follows the procedures that Secured Party generally applies to the collection of obligations owed to Secured Party. All cash and non-cash proceeds of the Collateral may be applied by Secured Party upon Secured Party's actual receipt of such proceeds against such of the Obligations, matured or unmatured, as Secured Party shall determine in Secured Party's sole discretion.

**3.4 Authorization and Power-of-Attorney.** Grantor authorizes Secured Party to request any other secured parties of Grantor to provide accountings, confirmations of Collateral and confirmations of statements of account concerning Grantor and will use commercially reasonable efforts to assist Secured Party in obtaining such information. **Grantor hereby designates and appoints Secured Party and its designees as attorney-in-fact of Grantor, irrevocably and with power of substitution, with authority to endorse Grantor's name on requests to any other secured parties of Grantor for accountings, confirmations of collateral and confirmations of statements of account.**

**3.5 IP Collateral.** Grantor shall give prompt notice in writing to Secured Party with respect to any new patents or trademarks or renewal or extension of any patent or trademark registration, and the provisions of this Agreement shall automatically apply thereto. Grantor authorizes Secured Party to modify any PTO lien filings to include any such new IP Collateral. Notwithstanding the foregoing, no failure to so modify any PTO lien filings shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all IP Collateral.

**4. Grantor's Representations and Warranties.** Grantor represents and warrants to Secured Party that:

**4.1 Representations in Note.** The representations and warranties made by Grantor in the Loan Documents are true and correct in all material respects.

**4.2 Legal Name; State of Organization.** The exact legal name of Grantor is "Alamance Media Partners, Inc." and the state of incorporation of Grantor is North Carolina.

**4.3 Good Standing.** Grantor is duly organized, legally existing and in good standing under the laws of the State of North Carolina; Grantor has the power to own its property and to carry on its business; Grantor is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned by it therein or in which the transaction of its business makes such qualification necessary.

**4.4 Authority.** Grantor has full power and authority to enter into this Agreement and to execute and deliver all documents and instruments required hereunder and to incur and perform the obligations provided for herein, all of which have been duly authorized by all necessary and proper corporate and other action, and no consent or approval of any person, including, without limitation, any public authority or regulatory body, which has not been obtained is required as a condition to the validity or enforceability hereof or thereof.

**4.5 Binding Agreements.** This Agreement has been duly and properly executed by Grantor, constitutes the valid and legally binding obligation of Grantor and is fully enforceable against Grantor in accordance with its terms, subject only to laws affecting the rights of creditors generally and application of general principles of equity.

**4.6 Place of Business.** Grantor's principal place of business and chief executive office is located at the Business Premises as of the date of this Agreement.

**4.7 No Conflicting Agreements.** The execution, delivery and performance by Grantor of this Agreement will not (a) violate (i) any provision of law or any order, rule or regulation of any court or any governmental authority, (ii) any award of any arbitrator, (iii) the articles of incorporation, bylaws or other organizational document or agreement of Grantor, or (iv) any indenture, contract, agreement, mortgage, deed of trust or other instrument to which Grantor is a party or by which Grantor or any of its property is bound, or (b) be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a material default under, any such award, indenture, contract, agreement, mortgage, deed of trust or other instrument, or result in the creation or imposition of any Lien upon any of the property or assets of Grantor except for Liens created in favor of Secured Party under or pursuant to this Agreement.

**4.8 Litigation.** There are no judgments, injunctions or similar orders or decrees, claims, actions, suits or proceedings pending or, to the knowledge of Grantor, threatened against or affecting Grantor or any property of Grantor, at law or in equity, by or before any court or any federal, State, county, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which could have a material adverse effect on the value of the Collateral as security.

**4.9 Taxes.** Grantor has paid or caused to be paid all federal, State and local taxes to the extent that such taxes have become due and has filed or caused to be filed all federal, state and local tax returns which are required to be filed by Grantor.

**4.10 Title to Collateral.** Grantor is the legal and beneficial owner of all of the Collateral, free and clear of all Liens.

**4.11 Perfection and Priority of Collateral.** Secured Party has or upon proper recording of any financing statement or delivery of Collateral to Secured Party's possession, will have and will continue to have as security for the Obligations, a valid and perfected Lien on and security interest in all Collateral, free of all other Liens, claims and rights of third parties whatsoever.

**4.12 Commercial Purpose.** The Loan is not a "consumer transaction" as defined in Article Nine and none of the Collateral was or will be purchased or held primarily for personal, family or household purposes.

**4.13 Survival.** All covenants, agreements, representations and warranties made by Grantor herein shall be considered to have been relied upon by Secured Party and shall survive the execution and delivery of this Agreement, regardless of any investigation made by Secured Party or on Secured Party's behalf and notwithstanding that Secured Party may have had notice or knowledge of any Event of Default or incorrect representation or warranty at the time of the Loan closing, and shall continue in full force and effect as long as the principal of or any accrued interest on the Note or any fee or any other amount payable under the Loan Documents is outstanding and unpaid.

**5. Covenants of Grantor.** Grantor covenants and agrees with Secured Party that:

**5.1 Transfers; Liens.** Grantor shall not give, sell, lease, license, pledge, assign, or in any way transfer any interest in the Collateral except for (i) sales of inventory in the ordinary course of business; (ii) sales and other dispositions of worn or obsolete equipment; and (iii) purchase money liens in after acquired equipment and fixed assets with a purchase price of less than \$5,000.

**5.2 Maintenance of Collateral.** Grantor shall maintain the Collateral in good order and condition, ordinary wear and tear excepted, and will use, operate and maintain the Collateral in compliance with all laws, regulations and ordinances and in compliance with all applicable insurance requirements and regulations. Grantor shall not abandon any registered trademark or issued patent without the consent of Secured Party, which consent is not to be unreasonably withheld or delayed.

**5.3 Litigation; Claims Against Collateral.** Grantor shall promptly notify Secured Party in writing of any litigation involving or relating to the Collateral which Grantor knows or has reason to believe is pending or threatened. Grantor will promptly pay when due all taxes and all transportation, storage, warehousing and other such charges and fees affecting or arising out of or relating to the Collateral and shall defend the Collateral, at Grantor's expense, against all claims and demands of any persons claiming any interest in the Collateral adverse to Grantor or Secured Party.

**5.4 Inspection.** Secured Party and its agents and designees shall be entitled to enter the Business Premises and any other premises of Grantor and inspect the Collateral and all books and records of Grantor (in whatever form), and Grantor shall pay the reasonable costs of such inspections.

**5.5 Insurance.** Grantor shall maintain comprehensive casualty insurance on the Collateral in accordance with Section 3.2 above.

**5.6 Books and Records.** All books and records pertaining to the Collateral are located at the Business Premises and Grantor shall not change the location of such books and records without prior written notice thereof to Secured Party.

**5.7 Further Assurances.** Grantor shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances, instruments and documents as Secured Party may reasonably request to vest in and assure to Secured Party its rights hereunder or in any of the Collateral, including, without limitation, placing legends on Collateral or on books and records pertaining to Collateral stating that Secured Party has a security interest therein.

**5.8 Control Agreements.** If requested by Secured Party, Grantor shall cooperate with Secured Party to obtain and keep in effect one or more control agreements in deposit account, electronic chattel paper, investment property and letter-of-credit rights Collateral.

**5.9 Delivery to Secured Party.** Grantor shall promptly deliver to Secured Party, with all endorsements and/or assignments required by Secured Party, all instruments, chattel paper, guaranties and the like received by Grantor constituting, evidencing or relating to any of the Collateral or proceeds of any of the Collateral.

**5.10 Filing of Amendments.** Grantor shall not file any amendments, correction statements or termination statements concerning the Collateral without the prior written consent of Secured Party.

**5.11 Taxes.** Grantor shall pay and discharge all taxes, assessments and governmental charges upon Grantor, its income and properties, prior to the date on which penalties attach thereto unless and to the extent only that the same are being diligently contested by Grantor in good faith in the normal course of business by appropriate proceedings; provided, however, that (i) Secured Party shall have been given reasonable prior written notice of Grantor's intention to contest, (ii) nonpayment of the same will not, in Secured Party's sole discretion, materially impair any of the Collateral or Secured Party's rights or remedies with respect thereto or the prospect for full and punctual payment of all of the Obligations, (iii) Grantor at all times effectively stays or prevents any official or judicial sale of or action or filing against any of the Collateral by reason of nonpayment of the same, and (iv) Grantor establishes reasonable reserves for any liabilities being contested and for expenses arising out of such contest.

**5.12 Maintenance of Good Standing; Compliance with Laws.** Grantor shall maintain its existence in good standing and comply with all applicable federal, State, local and foreign laws, rules, ordinances, regulations and orders.

**5.13 Notification of Loss.** Grantor shall notify Secured Party promptly in writing of any event causing extraordinary loss or depreciation of the value of the Collateral and the facts with respect thereto.

**5.14 Notification of Event of Default.** Grantor shall notify Secured Party immediately in writing of the occurrence of any Event of Default or any event or existing

condition which, with the giving of notice and/or the lapse of time, could constitute an Event of Default or which would reasonably be expected to materially and adversely affect the value of the Collateral as security and the facts with respect thereto.

**5.15 Merger.** Grantor shall not enter into or be a party to any merger, consolidation, reorganization or exchange of stock or assets.

**5.16 Sale of Assets, etc.** Grantor shall not sell, assign, transfer, convey or lease any interest in all or any substantial part of its property except in the ordinary course of Grantor's business as now being conducted; purchase or otherwise acquire all or substantially all of the assets of any other person or persons, or any shares of stock of, or similar interest in, any other person or persons.

**5.17 Change of Name.** Except with Secured Party's prior written consent, Grantor shall not change its legal name or state of organization.

**6. Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default":

**6.1 Failure to Pay.** The failure of Grantor to pay any of the Obligations when due and payable (whether by acceleration, declaration, extension or otherwise) in accordance with the terms of the Obligations.

**6.2 Covenants and Agreements.** The failure of Grantor to perform, observe or comply with any of the covenants contained in this Agreement or in any of the Loan Documents or otherwise breach any of the Loan Documents (subject to applicable cure periods).

**6.3 Information, Representations and Warranties.** Any representation or warranty made herein or any information contained in any financial statement, application, schedule, report or any other document given by Grantor in connection with the Obligations, with the Collateral, or with any of the Loan Documents is not true and accurate in all respects on the date made or given, or Grantor omits to disclose any fact necessary to make such representation, warranty or information not misleading.

**6.4 Default under Loan Documents.** The occurrence of an Event of Default under any of the Loan Documents, as that term is defined in each respective document, subject to applicable cure periods.

**6.5 Insolvency.** Grantor shall be or become insolvent (as defined in Section 101 of the United States Bankruptcy Code) or unable to pay its debts as they become due, or admits in writing to such insolvency or to such inability to pay its debts as they become due.

**6.6 Involuntary Bankruptcy.** There shall be filed against Grantor an involuntary petition or other pleading seeking the entry of a decree or order for relief under the United States Bankruptcy Code or any similar federal or state insolvency or similar laws ordering: (a) the liquidation of Grantor, or (b) a reorganization of Grantor or the business and affairs of Grantor, or (c) the appointment of a receiver, liquidator, assignee, custodian, trustee, or similar official for



Grantor or of the property of Grantor and such petition or other pleading is not denied or dismissed within 45 calendar days from the date of filing.

**6.7 Voluntary Bankruptcy.** The commencement by Grantor of a voluntary case under the federal bankruptcy laws or any federal or state insolvency or similar laws or the consent by Grantor to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, or similar official for Grantor of any of the property of Grantor or the making by Grantor of an assignment for the benefit of creditors, or the failure by Grantor generally to pay its debts as the debts become due.

**6.8 Judgments, Awards.** The entry of any judgment, order, award or decree against Grantor and a determination by Secured Party, in good faith but in his sole discretion, that the same, when aggregated with all other judgments, orders, awards and decrees outstanding against Grantor could have a material adverse effect on the prospect for Secured Party to fully and punctually realize the full benefits conferred on Secured Party by this Agreement and the other Loan Documents.

**6.9 Injunction.** The injunction or restraint of Grantor in any manner from conducting its business in whole or in part and a determination by Secured Party, in good faith but in his sole discretion, that the same could have a material adverse effect on the prospect for Secured Party to fully and punctually realize the full benefits conferred on Secured Party by this Agreement and the other Loan Documents.

**6.10 Attachment by Creditors.** Any assets of Grantor shall be attached, levied upon, seized or repossessed, or come into the possession of a trustee, receiver or other custodian and a determination by Secured Party, in good faith but in his sole discretion, that the same could have a material adverse effect on the prospect for Secured Party to fully and punctually realize the full benefits conferred on Secured Party by this Agreement and the other Loan Documents.

**6.11 Dissolution, Merger, Consolidation, Reorganization.** The voluntary or involuntary dissolution, merger, consolidation, winding up or reorganization of Grantor or the occurrence of any action preparatory thereto.

## **7. Rights and Remedies.**

**7.1 Rights and Remedies of Secured Party.** Upon the occurrence and during the continuance of an Event of Default, Secured Party may, without notice or demand, exercise in any jurisdiction in which enforcement hereof is sought, the following rights and remedies, in addition to the rights and remedies available to Secured Party under the Loan Documents, the rights and remedies of a secured party under Article Nine and all other rights and remedies available to Secured Party under applicable law, all such rights and remedies being cumulative and enforceable alternatively, successively or concurrently:

- (a) Declare all Obligations to be immediately due and payable and the same shall thereupon become immediately due and payable without presentment, demand for payment, protest or notice of any kind, all of which are hereby expressly waived;

- (b) Institute any proceeding or proceedings to enforce the Obligations and Secured Party's Security Interest;
- (c) Take possession of the Collateral, and for that purpose, enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom without any liability and without any requirement of any suit, action or other proceeding, GRANTOR HEREBY WAIVING ANY AND ALL RIGHTS TO PRIOR NOTICE AND JUDICIAL HEARING WITH RESPECT TO REPOSSESSION OF COLLATERAL, and require Grantor, at Grantor's expense, to assemble and deliver the Collateral to such place or places as Secured Party may designate;
- (d) Operate, manage and control the Collateral (including use of the Collateral and any other property or assets of Grantor in order to continue or complete performance of Grantor's obligations under any contracts of Grantor), or permit the Collateral or any portion thereof to remain idle or store the same, and collect all rents and revenues therefrom and sell or otherwise dispose of any or all of the Collateral upon such terms and under such conditions as Secured Party, in its sole discretion, may determine, and purchase or acquire any of the Collateral at any such sale or other disposition, all to the extent permitted by applicable law; and
- (e) Enforce Grantor's rights against any account debtors and other obligors.

**7.2 Power of Attorney.** Effective upon the occurrence and during the continuance of an Event of Default, Grantor hereby designates and appoints Secured Party and Secured Party's designees as attorneys-in-fact of Grantor, irrevocably and with power of substitution, with authority to endorse Grantor's name on any notes, acceptances, checks, drafts, money orders, instruments or other evidences of payment or proceeds of the Collateral that may come into Secured Party's possession; to execute proofs of claim and loss; to adjust and compromise any claims under insurance policies; to grant or issue any exclusive or nonexclusive license under the IP Collateral to a third party; and to perform all other acts necessary and advisable, in Secured Party's sole discretion, to carry out and enforce this Agreement and the Loan Documents. Said attorney or designee shall not be liable for any acts of commission or omission nor for any error of judgment or mistake of fact or law, unless such act, omission, error or mistake is the result of fraud, gross negligence or willful misconduct by said attorney. ***This power of attorney is coupled with an interest and is irrevocable so long as any of the Obligations remain unpaid or unperformed or there exists any commitment by Secured Party that could give rise to any Obligations.***

**7.3 Notice of Disposition of Collateral and Disclaimer of Warranties.** It is mutually agreed that commercial reasonableness and good faith require Secured Party to give Grantor written notice of the time and place of any public disposition of Collateral or of the time after which any private disposition or any other intended disposition is to be made at least ten (10) days prior to such time. It is mutually agreed that it is commercially reasonable for Secured Party to disclaim all warranties that arise with respect to the disposition of the Collateral.

**7.4 Costs and Expenses.** Grantor agrees to pay to Secured Party on demand the amount of all expenses paid or incurred by Secured Party in consulting with counsel concerning

any of Secured Party's rights hereunder, under the Loan Documents or under applicable law, all expenses, including without limitation reasonable attorneys' fees and court costs paid or incurred by Secured Party in exercising or enforcing any of Secured Party's rights hereunder, under the Loan Documents or under applicable law, together with interest on all such amounts at the highest rate, and calculated in the manner provided in the Note.

## **8. Miscellaneous.**

**8.1 Performance for Grantor.** Grantor hereby authorizes Secured Party to advance funds on behalf of Grantor, without prior notice to Grantor, in order to ensure Grantor's compliance with any covenant, warranty, representation or agreement of Grantor made in or pursuant to this Agreement or any of the Loan Documents, to continue or complete, or cause to be continued or completed, performance of Grantor's obligations under any contracts of Grantor, or to preserve or protect any right or interest of Secured Party in the Collateral or under or pursuant to this Agreement or any of the Loan Documents, including, without limitation, the payment of any insurance premiums or taxes and the satisfaction or discharge of any judgment or any Lien upon the Collateral or other property or assets of Grantor; provided, however, that the making of any such advance by Secured Party shall not constitute a waiver by Secured Party of any Event of Default with respect to which such advance is made nor relieve Grantor of any such Event of Default. Grantor shall pay to Secured Party upon demand all such advances made by Secured Party with interest thereon at the highest rate, and calculated in the manner, provided in the Note. All such advances shall be deemed to be included in the Obligations and secured by Secured Party's Security Interest; further provided, however, that the provisions of this Section 8.1 shall survive the termination of this Agreement and Secured Party's Security Interest and the payment of all other Obligations.

**8.2 Expenses.** Grantor shall pay all reasonable expenses incurred by Secured Party with respect to Secured Party's Security Interest, including, without limitation, expenses related to (i) searching for, preparing, filing, amending and/or terminating any financing statement, including any exhibit or schedule thereto, covering the Collateral, (ii) documentary stamps, recordation and transfer taxes and other costs and taxes incident to recordation of any document or instrument in connection with Secured Party's Security Interest, and (iii) any request by Grantor for an accounting or confirmation of a list of Collateral or statement of account. Grantor agrees to save harmless and indemnify Secured Party from and against any liability resulting from the failure to pay any required documentary stamps, recordation and transfer taxes, recording costs or any other expenses incurred by Secured Party in connection with this Agreement. These expenses can include, without limitation, reasonable legal fees, travel expenses, consultant expenses, and other miscellaneous expenses incurred by Secured Party.

**8.3 Applications of Payments and Collateral.** Except as may be otherwise specifically provided in this Agreement, all Collateral and proceeds of Collateral coming into Secured Party's possession and all payments made by Grantor may be applied by Secured Party to any of the Obligations, whether matured or unmatured, as Secured Party shall determine in Secured Party's sole discretion. Secured Party may defer the application of non-cash proceeds of Collateral to the Obligations until cash proceeds are actually received by Secured Party.

**8.4 Waivers by Grantor.** Grantor hereby waives, to the extent the same may be waived under applicable law: (a) notice of acceptance of this Agreement; (b) all claims, causes of

action and rights against Secured Party on account of actions taken or not taken by Secured Party in a commercially reasonable manner and not in violation of any law or this Agreement in the exercise of Secured Party's rights or remedies hereunder, under the Loan Documents or under applicable law; (c) all claims for failure of Secured Party to comply with any requirement of applicable law relating to enforcement of Secured Party's rights or remedies hereunder, under the Loan Documents or under applicable law; (d) all rights of redemption with respect to the Collateral; (e) in the event Secured Party seeks to repossess any or all of the Collateral by judicial proceedings, any bond(s) or demand(s) for possession which otherwise may be necessary or required; (f) presentment, demand for payment, protest and notice of non-payment and all exemptions; (g) any and all other notices or demands which by applicable law must be given to or made by Secured Party; (h) settlement, compromise or release of the obligations of any person primarily or secondarily liable upon any of the Obligations; (i) all rights to demand that Secured Party release account debtors from further obligation to Secured Party; and (j) all rights of or related to substitution, impairment, exchange or release of any Collateral for any of the Obligations.

**8.5 Waivers by Secured Party.** Neither any failure nor any delay on the part of Secured Party in exercising any right, power or remedy hereunder, under any of the Loan Documents or under applicable law shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

**8.6 Secured Party's Setoff.** Secured Party shall have the right, in addition to all other rights and remedies available to Secured Party, following the occurrence of an Event of Default, to set off against any Obligations due Secured Party, any debt owing to Grantor by Secured Party.

**8.7 Waivers; Modifications.** No waiver of any provision of this Agreement or any of the Loan Documents, and no consent by Secured Party to any departure by Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No modification of this Agreement shall be effective unless the same shall be in writing signed by Grantor and Secured Party. No notice to or demand upon Grantor in any case shall entitle Grantor to any other or further notice or demand in the same, similar or other circumstances.

**8.8 Notices.** All notices or other communications hereunder shall be in writing and shall be effective when given as set forth in the Note.

**8.9 Governing Law.** This Agreement, its construction and the determination of any rights, duties or remedies of the parties arising out of or relating to this Agreement, shall be governed by and construed under and in accordance with the laws of the State of North Carolina without respect to any conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina.

**8.10 Survival; Successors and Assigns.** All covenants, agreements, representations and warranties made herein and in the Loan Documents shall survive the execution and delivery

hereof and thereof, and shall continue in full force and effect until all Obligations have been paid in full and there exists no commitment by Secured Party which could give rise to any Obligations. Grantor may not assign this Agreement or any of its rights hereunder without the prior written consent of Secured Party.

**8.11 Severability.** If any term, provision or condition of this Agreement or any of the Loan Documents shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement and the Loan Documents shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

**8.12 Entire Agreement.** This Agreement and the Loan Documents contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby.

**8.13 Counterparts; Facsimile.** This Agreement may be executed in any number of counterparts (by facsimile, portable document format (pdf) or original) and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

**8.14 Headings.** The headings and sub-headings contained in this Agreement are intended to be used for convenience only and shall not be used or deemed to limit or diminish any of the provisions hereof.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be executed UNDER SEAL by its duly authorized representative as of the date first above written.

ALAMANCE MEDIA PARTNERS, INC.

By: \_\_\_\_\_  
Name: Chuck Marsh  
Title: President

CRESCENT MEDIA GROUP LLC

By: \_\_\_\_\_  
Name: Donald W. Curtis  
Title: Manager

## UNCONDITIONAL GUARANTEE

**THIS UNCONDITIONAL GUARANTEE AGREEMENT** (this “Guarantee”) is executed as of \_\_\_\_\_, 2018, by Chuck Marsh and Rebecca March, each a resident of North Carolina (“Guarantor”) in favor of CRESCENT MEDIA GROUP LLC, a North Carolina limited liability company (“Lender”).

### WITNESSETH:

**WHEREAS**, ALAMANCE MEDIA PARTNERS, INC., a North Carolina corporation (the “Company”) has on this date acquired substantially all of Lender’s assets and interests in commercial radio station WSML(AM), Graham, North Carolina, FCC Facility ID Number 740, and a construction permit (FCC File No. BNPFT-20180508AAU) to construct FM Translator Radio Station W232DT, Mebane, North Carolina (FCC Facility ID # 203181) on FM Channel 232 (94.3 MHz) (collectively, the “Stations”);

**WHEREAS**, in connection with the purchase of the Stations by the Company described above, Guarantor has requested Lender to extend to the Company a loan in the principal amount of THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500), as evidenced by a promissory note from the Company to the order of Lender (as amended, restated, supplemented or otherwise modified from time to time, the “Note”); and

**WHEREAS**, Guarantor owns a majority of all of the outstanding capital stock of the Company and therefore has derived substantial benefit from the Company’s acquisition of the Stations through the issuance of the Note.

**NOW, THEREFORE**, in consideration of the foregoing and their mutual promises and covenants herein, the parties, intending to be legally bound, agree as follows:

1. **GUARANTEE.** Guarantor hereby absolutely, irrevocably and unconditionally guarantees to Lender and its successors and assigns the timely payment and performance of all liabilities and obligations of Borrower to Lender under the Note and the Security Agreement made by Borrower in favor of Lender dated the date hereof (the “Security Agreement” and together with the Note, collectively, the “Loan Documents”), however and whenever incurred or evidenced, whether primary, secondary, direct, indirect, absolute, contingent, due or to become due, now existing or hereafter contracted or acquired, and all modifications, extensions and renewals thereof (collectively, the “Guaranteed Obligations”).

2. **GUARANTOR'S LIABILITY.** This Guarantee is a continuing and unconditional guaranty of payment and performance and not of collection. This Guarantee does not impose any obligation on Lender to extend or continue to extend credit or otherwise deal with Borrower at any subsequent time. This Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time any payment of the Guaranteed Obligations is rescinded, avoided or for any other reason must be returned by Lender, and the returned payment shall remain payable as part of the Guaranteed Obligations, all as though such payment had not been made. Except to the extent the provisions of this Guarantee give Lender additional rights,

this Guarantee shall not be deemed to supersede or replace any other guaranties given to Lender by Guarantor; and the obligations guaranteed hereby shall be in addition to any other obligations guaranteed by Guarantor pursuant to any other agreement of guaranty given to Lender and other guaranties of the Guaranteed Obligations. Guarantor's obligations under this Guarantee shall remain in force until all Guaranteed Obligations have been paid and shall not be released or discharged for any reason whatsoever prior to such payment.

3. **CONSENT TO MODIFICATIONS.** Guarantor consents and agrees that Lender may from time to time, in its sole discretion, without affecting, impairing, lessening or releasing the obligations of Guarantor hereunder: (a) extend or modify the time, manner, place or terms of payment or performance and/or otherwise change or modify the credit terms of the Guaranteed Obligations; (b) increase, renew, or enter into a novation of the Guaranteed Obligations; (c) waive or consent to the departure from terms of the Guaranteed Obligations; (d) permit any change in the business or other dealings and relations of Borrower or any other guarantor with Lender; (e) proceed against, exchange, release, realize upon, or otherwise deal with in any manner any collateral that is or may be held by Lender in connection with the Guaranteed Obligations or any liabilities or obligations of Guarantor; and (f) proceed against, settle, release, or compromise with Borrower, any insurance carrier, or any other person or entity liable as to any part of the Guaranteed Obligations, and/or subordinate the payment of any part of the Guaranteed Obligations to the payment of any other obligations, which may at any time be due or owing to Lender; all in such manner and upon such terms as Lender may deem appropriate, and without notice to or further consent from Guarantor. No invalidity, irregularity, discharge or unenforceability of, or action or omission by Lender relating to any part of the Guaranteed Obligations or any security therefor shall affect or impair this Guarantee.

4. **WAIVERS AND ACKNOWLEDGMENTS.** Guarantor waives and releases the following rights, demands, and defenses Guarantor may have with respect to Lender and collection of the Guaranteed Obligations: (a) promptness and diligence in collection of any of the Guaranteed Obligations from Borrower or any other person liable thereon, and in foreclosure of any security interest and sale of any property serving as collateral for the Guaranteed Obligations; (b) any law, statute or other right that requires that Lender make demand upon, assert claims against, or collect from Borrower or other persons or entities, foreclose any security interest, sell collateral, exhaust any remedies, or take any other action against Borrower or other persons or entities prior to making demand upon, collecting from or taking action against Guarantor with respect to the Guaranteed Obligations, including any such rights Guarantor might otherwise have had under N.C.G.S. §§ 26-7 through 26-9, inclusive, and any successor statute and any other applicable law; (c) any law or statute that requires that Borrower or any other person be joined in, notified of or made part of any action against Guarantor; (d) that Lender or its affiliates preserve, insure or perfect any security interest in collateral or sell or dispose of collateral in a particular manner or at a particular time; (e) notice of amendments, extensions, modifications, renewals, or novations of the Guaranteed Obligations, of any new transactions or other relationships between Lender, Borrower and/or any guarantor, and of changes in the financial condition of, ownership of, or business structure of Borrower or any other guarantor; (f) presentment, protest, notice of dishonor, notice of default, demand for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, notice of sale, and all other notices of any kind whatsoever to which Guarantor may be entitled; (g) the right to assert against



Lender or its affiliates any defense (legal or equitable), set-off, counterclaim, or claim that Guarantor may have at any time against Borrower or any other party liable to Lender or its affiliates; (h) all defenses relating to invalidity, insufficiency, unenforceability, enforcement, release or impairment of Lender or its affiliates' lien on any collateral, of the Loan Documents, or of any other guaranties held by Lender; (i) any right to which Guarantor is or may become entitled to be subrogated to Lender or its affiliates' rights against Borrower or to seek contribution, reimbursement, indemnification, payment or the like, or participation in any claim, right or remedy of Lender or its affiliates against Borrower or any security which Lender or its affiliates now has or hereafter acquires, until such time as the Guaranteed Obligations have been fully satisfied beyond the expiration of any applicable preference period; (j) any claim or defense that acceleration of maturity of the Guaranteed Obligations is stayed against Guarantor because of the stay of assertion or of acceleration of claims against any other person or entity for any reason including the bankruptcy or insolvency of that person or entity; and (k) the right to marshalling of Borrower's assets or the benefit of any exemption claimed by Guarantor. Guarantor acknowledges and represents that Guarantor has relied upon Guarantor's own due diligence in making an independent appraisal of Borrower, Borrower's business affairs and financial condition, and any collateral; Guarantor will continue to be responsible for making an independent appraisal of such matters; and Guarantor has not relied upon Lender or its affiliates for information regarding Borrower or any collateral.

5. **FINANCIAL CONDITION.** Guarantor warrants, represents and covenants to Lender and its affiliates that on and after the date hereof: (a) the fair saleable value of Guarantor's assets exceeds its liabilities, Guarantor is meeting its current liabilities as they mature, and Guarantor is and shall remain solvent; and (b) there are not now pending any court or administrative proceedings or undischarged judgments against Guarantor, no federal or state tax liens have been filed or threatened against Guarantor, and Guarantor is not in default or claimed default under any agreement;

6. **INTEREST AND APPLICATION OF PAYMENTS.** Regardless of any other provision of this Guarantee or other Loan Documents, if for any reason the effective interest on any of the Guaranteed Obligations should exceed the maximum lawful interest, the effective interest shall be deemed reduced to and shall be such maximum lawful interest, and any sums of interest which have been collected in excess of such maximum lawful interest shall be applied as a credit against the unpaid principal balance of the Guaranteed Obligations. Monies received from any source by Lender or its affiliates for application toward payment of the Guaranteed Obligations may be applied to such Guaranteed Obligations in any manner or order deemed appropriate by Lender and its affiliates.

7. **DEFAULT.** If any of the following events occur, a default ("Default") under this Guarantee shall exist: (a) failure of timely payment or performance of the Guaranteed Obligations or a default under any Loan Document that remains uncured after the applicable cure period, if any; (b) a material breach of any agreement or representation contained or referred to in this Unconditional Guarantee; and/or (c) the death of, appointment of a guardian for, appointment of a receiver for, assignment for the benefit of creditors by, or the commencement of any insolvency or bankruptcy proceeding by or against Guarantor unless the executor, trustee,

heir, receiver, assignee, or other successor of Guarantor agrees in writing to be bound by the terms of this Guarantee.

If a Default occurs, the Guaranteed Obligations shall be due immediately and payable without notice, and Lender may exercise any rights and remedies as provided in this Guarantee and other Loan Documents, or as provided at law or equity.

8. **ATTORNEYS' FEES AND OTHER COSTS OF COLLECTION.** Guarantor shall pay all of Lender's reasonable expenses incurred to enforce or collect any of the Guaranteed Obligations, including, without limitation, reasonable arbitration, paralegals', attorneys' and experts' fees and expenses, whether incurred without the commencement of a suit, in any suit, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding.

9. **SUBORDINATION OF OTHER DEBTS.** Guarantor agrees: (a) to subordinate the obligations, if any, now or hereafter owed by Borrower to Guarantor, except for compensation in the usual and ordinary course paid by Borrower to Guarantor ("Subordinated Debt") to any and all obligations of Borrower to Lender now or hereafter existing while this Guarantee is in effect; (b) to either place a legend indicating such subordination on every note, ledger page or other document evidencing any part of the Subordinated Debt or deliver such original documents to Lender; and (c) except as permitted by this paragraph, Guarantor will not request or accept payment of or any security for any part of the Subordinated Debt, and any proceeds of the Subordinated Debt paid to Guarantor, through error or otherwise, shall immediately be forwarded to Lender by Guarantor, properly endorsed to the order of Lender, to apply to the Guaranteed Obligations.

10. **NEGATIVE COVENANTS.** Guarantor agrees that from the date hereof and until final payment in full of the Guaranteed Obligations, unless Lender shall otherwise consent in writing, Guarantor will not: (a) default on any material contract with or obligation when due to a third party or default in the performance of any obligation to a third party incurred for money borrowed; (b) permit the assertion or making of any seizure, vesting or intervention by or under authority of any governmental entity of any assets of Guarantor; or (c) permit the entry of any monetary judgment or the assessment against, the filing of any tax lien against, or the issuance of any writ of garnishment or attachment against any of his/her property or debts due.

11. **JURISDICTION.** Any judicial proceeding against Guarantor brought by Lender with respect to any term, condition or breach of this Guarantee, or any other present or future agreement between Guarantor and Lender related to this Guarantee may be brought by Lender in a court of competent jurisdiction in the State of North Carolina, and, by execution and delivery of this Guarantee, Guarantor accepts for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby in connection with this Guarantee, or any other present and future agreement between Guarantor and Lender. Guarantor waives any bond or surety or security upon such bond or surety which might, but for this waiver, be required of Lender. Nothing contained in this section affects the right of Lender to bring any action or proceeding against Guarantor or its property in the courts of any other jurisdiction. Any judicial proceeding by Guarantor against Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Guarantee, its actual or

threatened breach, or any other present or future agreement or other dispute of any nature between Lender and Guarantor related to this Guarantee, may be brought only in a North Carolina state court sitting in Wake County, North Carolina (and the appropriate appellate courts therefrom). Guarantor waives any objection to jurisdiction and venue of any action instituted hereunder or in connection herewith and may not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Lender or Guarantor may file an original counterpart or a copy of this agreement with any court as written evidence of the waivers and consents contained herein.

12. **MISCELLANEOUS.** (a) **Assignment.** This Guarantee and other Loan Documents shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and permitted assigns. Lender may assign this Guarantee to any assignee of Lender's rights under the Note. Any assignment shall not release Guarantor from the Guaranteed Obligations. This Guarantee may not be assigned by Guarantor. (b) **Authorizations; No Conflicts; Absence of Litigation.** All governmental authorizations and actions necessary in connection with the execution and delivery by Guarantor of this Guarantee and the performance of his/her obligations hereunder have been obtained or performed and remain valid and in full force and effect; the execution, delivery and performance of this Guarantee do not (i) violate any law, rule, regulation, order, judgment or decree applicable to or binding on Guarantor; (ii) conflict with or contravene, or result in any breach of or constitute any default under, any agreement or instrument to which Guarantor is a party or by which Guarantor or any of his/her properties may be bound or affected; or (iii) require the consent of any person under any existing law or agreement which has not already been obtained. There is no pending or, to the best of Guarantor's knowledge, threatened action or proceeding affecting Guarantor before any court, governmental agency or arbitrator. (c) **Applicable Law.** This Guarantee shall be governed by and construed under the law of the State of North Carolina without regard to its conflict of laws principles. (d) **Severability.** If any provision of this Guarantee or of the other Loan Documents shall be prohibited or invalid under applicable law, such provision shall be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guarantee or other Loan Documents. (e) **Notices.** Any notices to Guarantor or Lender shall be sufficiently given if in writing and mailed or delivered to such person's address shown above or such other address as such person may specify in writing from time to time. In the event that Guarantor changes Guarantor's address at any time prior to the date the Guaranteed Obligations are paid in full, Guarantor agrees to promptly give written notice of said change of address to Lender by registered or certified mail, return receipt requested, all charges prepaid. (f) **Plural; Captions.** All references in the Loan Documents to borrower, guarantor, person, document or other nouns of reference mean both the singular and plural form, as the case may be, and the term "person" shall mean any individual person or entity. The captions contained in the Loan Documents are inserted for convenience only and shall not affect the meaning or interpretation of the Loan Documents. (g) **Binding Contract.** Guarantor by execution of and Lender by acceptance of this Guarantee agree that each party is bound to all terms and provisions of this Guarantee. (h) **Nature of Guarantee.** The liability of Guarantor hereby is independent of the Guaranteed Obligations of Borrower pursuant to the Loan Documents and a separate action or separate actions may be brought and prosecuted against Guarantor, whether or not any action is brought or prosecuted against Borrower or whether Borrower is joined in any such action or actions. (i)

**Amendments, Waivers and Remedies.** No waivers, amendments or modifications of this Guarantee and other Loan Documents shall be valid unless in writing and signed by an officer of Lender and by Guarantor. No waiver by Lender of any Default shall operate as a waiver of any other Default or the same Default on a future occasion. Neither the failure nor any delay on the part of Lender in exercising any right, power, or privilege granted pursuant to this Guarantee and other Loan Documents shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege. All remedies available to Lender with respect to this Guarantee and other Loan Documents and remedies available at law or in equity shall be cumulative and may be pursued concurrently or successively. (j) **LIMITATION ON LIABILITY; WAIVER OF PUNITIVE DAMAGES.** EACH OF THE PARTIES HERETO, INCLUDING LENDER BY ACCEPTANCE HEREOF, AGREES THAT IN ANY JUDICIAL, MEDIATION OR ARBITRATION PROCEEDING OR ANY CLAIM OR CONTROVERSY BETWEEN OR AMONG THEM THAT MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH THIS GUARANTEE, THE LOAN DOCUMENTS OR ANY OTHER AGREEMENT OR DOCUMENT BETWEEN OR AMONG THEM OR THE OBLIGATIONS EVIDENCED HEREBY OR RELATED HERETO, IN NO EVENT SHALL ANY PARTY HAVE A REMEDY OF, OR BE LIABLE TO THE OTHER FOR, (I) INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR (II) PUNITIVE OR EXEMPLARY DAMAGES. EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THEY MAY HAVE OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH ANY SUCH PROCEEDING, CLAIM OR CONTROVERSY, WHETHER THE SAME IS RESOLVED BY ARBITRATION, MEDIATION, JUDICIALLY OR OTHERWISE. (k) **Final Agreement.** This Guarantee and the other Loan Documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, Guarantor, on the day and year first written above, has caused this Unconditional Guarantee to be executed under seal.

\_\_\_\_\_(SEAL)  
CHUCK MARSH

\_\_\_\_\_(SEAL)  
REBECCA MARSH

2509 ELON OSSIPEE ROAD  
ELON, NC 27244

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that Chuck Marsh and Rebecca Marsh each personally came before me this day and that the foregoing Unconditional Guarantee was signed by each of them.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Notary Public

My Commission Expires:

[NOTARY SEAL]

**Accepted and Agreed by:**

CRESCENT MEDIA GROUP LLC

ATTEST:

\_\_\_\_\_  
By: Donald W. Curtis  
Title: Manager

Address:

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
[CORPORATE SEAL]

# STOCK PLEDGE AGREEMENT

**THIS STOCK PLEDGE AGREEMENT** (this “Pledge”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 201\_ by and among CHUCK MARSH, a resident of North Carolina, \_\_\_\_\_, a resident of North Carolina, \_\_\_\_\_, a resident of North Carolina , \_\_\_\_\_, a resident of North Carolina, \_\_\_\_\_, a resident of North Carolina, \_\_\_\_\_, a resident of North Carolina, \_\_\_\_\_, a resident of North Carolina (each a “Pledgor”), and CRESCENT MEDIA GROUP LLC, a North Carolina limited liability company (“Secured Party”).

**WITNESSETH:**

**WHEREAS**, ALAMANCE MEDIA PARTNERS, INC., a North Carolina corporation (the “Company”) has on this date acquired substantially all of Secured Party’s assets and interests in commercial radio station WSML(AM), Graham, North Carolina, FCC Facility ID Number 740, and a construction permit (FCC File No. BNPFT-20180508AAU) to construct FM Translator Radio Station W232DT, Mebane, North Carolina (FCC Facility ID # 203181) on FM Channel 232 (94.3 MHz) (collectively, the “Stations”);

**WHEREAS**, in connection with the purchase of the Stations by the Company described above, Secured Party has extended to the Company a loan in the principal amount of THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500), as evidenced by a promissory note from the Company to the order of Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the “Note”); and

**WHEREAS**, the Pledgors together own a majority of the outstanding capital stock of the Company and therefore have derived substantial benefit from the Company's acquisition of the Stations through the issuance of the Note.

**NOW, THEREFORE**, in consideration of the foregoing and their mutual promises and covenants herein, the parties, intending to be legally bound, agree as follows:

1. **Pledge.** Pledgors together own all of the issued and outstanding capital stock of the Company as set forth on Exhibit A attached hereto. Pledgors hereby grant to Secured Party a first priority security interest in the following (collectively, the “Collateral”): (i) one hundred percent (100%) of the issued and outstanding capital stock of the Company (the “Stock”) and for the purposes set forth herein, each Pledgor assigns and delivers to Secured Party the respective stock certificate(s) representing such shares, along with stock powers duly endorsed in blank, in the form provided in Exhibit B; (ii) all additional capital stock or other securities issued during the term of this Pledge with respect to such capital stock or other securities of the Company; and (iii) any and all dividends, proceeds and products of the foregoing. Pledgor from time to time shall execute all such documents and take all such other actions as Secured Party may reasonably request from time to time to perfect, confirm and/or evidence the security interest granted hereby as a perfected security interest.

2. **No Duty on Secured Party.** The powers granted to Secured Party hereunder are solely and exclusively to protect Secured Party's interests in the Collateral and shall not impose any duty to exercise any such powers. Except for the safe custody of any Collateral in Secured Party's possession and the accounting for monies actually received by Secured Party hereunder, Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

3. **Term.** Secured Party shall hold the Stock as security for the Company's prompt payment of the Note and the Stock shall remain in Secured Party's possession until the Company has fully performed its obligations under the Note, at which time the Secured Party shall deliver the Stock to Pledgor, free and clear of this Pledge which shall thereupon terminate.

4. **Voting and Distributions.** Upon an Event of Default (as defined in the Note or in the Security Agreement of even date herewith between the Company and Secured Party (the "Security Agreement")), Secured Party shall be entitled to the remedies set forth in Section 6 hereof. While the Stock is held by Secured Party, the Stock shall remain in the name of Pledgor and, subject to Section 8(f) hereof, Pledgor shall have and exercise all rights of ownership, including the right to receive distributions thereon prior to an Event of Default, provided; however, that no vote taken in derogation of Secured Party's rights hereunder shall be of any force or effect.

5. **Adjustments.** In the event that during the term of this Pledge any dividend, reclassification, readjustment or other change is declared or made with respect to the Stock, or any subscription, warrant or other option is exercisable with respect to the Stock, all new, substituted, or additional Stock, or other securities, issued by reason of any such change or option shall be held by Secured Party under the terms of this Pledge in the same manner as the Stock. There likewise shall be added to the pledged property any and all additional Stock of Company issued to Pledgor by way of distributions, new securities or otherwise and Pledgor shall promptly deliver to Secured Party all certificates evidencing such Stock (together with an undated transfer form), to the end that Secured Party hereunder or its permitted assigns will hold 100% of the outstanding capital stock of Company.

6. **Remedies.** Upon Event of Default (as defined in the Note or in the Security Agreement), the Stock shall be assigned to a court appointed receiver and the Stock and all of the assets of the Company, at the discretion of the receiver, shall be sold or assigned, subject as necessary to the prior approval of the Federal Communications Commission ("FCC"), at any private sale or at public auction in accordance with the laws of the State of North Carolina. Pledgor hereby waives and releases any and all rights or equity of redemption whether before or after such a sale hereunder. At any such sale, Secured Party may bid for and purchase for its own account, including "credit bid" for the cancellation of debt under the Note or otherwise, all or any part of the Stock or assets so sold or assigned free from any such right or equity of redemption.

Pledgor shall fully and timely cooperate with Secured Party in filing with the FCC an application for consent to assignment or transfer of control of the licensee. Such cooperation shall include providing the Secured Party and/or the court-appointed receiver with all of Pledgor's FCC account numbers and passwords. This provision may be enforced by specific performance, with payment by Pledgor to Secured Party of Secured Party's reasonable costs, including attorneys fees.

After obtaining any required consents from the FCC, and upon completion of the sale, Secured Party and/or the court-appointed receiver shall deliver the Stock or the assets, or any portion thereof, to the purchaser or purchasers thereof. The proceeds of any such sale, after first deducting all expenses incurred by Secured Party in holding and preparing the Stock or any interest or part thereof for disposition, in arranging for the sale and obtaining consent thereto by the FCC, and its reasonable attorney's fees and legal expenses, shall be applied to payment of Company's obligations under the Note and any excess proceeds shall be paid to Pledgor who shall also receive any Stock remaining unsold. Pledgor hereby agrees to make good faith efforts to answer FCC inquiries, if any, with respect to obtaining the aforementioned approvals and shall otherwise seek said approvals diligently, each taking all steps reasonably necessary to expedite the procurement of such approvals.

Neither failure nor delay on the part of Secured Party to exercise any right, remedy, power or privilege provided herein or by statute or at law or in equity shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

7. **Encumbrance.** Except as permitted by paragraph 8 of this Agreement, during the term of this Pledge, Pledgor shall not sell, assign, transfer or otherwise dispose of, grant any option with respect to, or mortgage, pledge or otherwise encumber the Stock without the prior written consent of Secured Party.

8. **Miscellaneous.**

(a) This Pledge shall terminate on the final disbursement by Secured Party of the Stock in accordance with the provisions hereof and may be terminated at any time prior thereto upon written agreement of Secured Party and Pledgor.

(b) Secured Party shall be deemed to have fully complied with its obligations hereunder to transfer the Stock by delivery to a transfer agent to be designated by Pledgor of a certificate or certificates for the required number of Stock, in proper form and properly endorsed for transfer with a stock power or stock powers, duly executed and endorsed in blank, with instructions to the transfer agent to issue and deliver the certificate or certificates and stock power or stock powers to the person or persons to whom such transfer is to be made. Transfer taxes, if any, applicable to any such transfer shall be payable by the person or persons to whom the Stock is being transferred;



provided, however, that Pledgor agrees to promptly reimburse Secured Party for all such transfer taxes which it may be required to pay.

(c) It is agreed that the duties of Secured Party are only such as are herein specifically provided, and that such duties are purely ministerial in nature, and that Secured Party shall incur no liability whatsoever except for willful misconduct or gross negligence so long as it has acted in good faith. Secured Party shall be under no responsibility in respect of any items deposited with it and shall be fully protected in any action taken in accordance with written instructions or certificates given to it hereunder and reasonably believed by it to be signed by the proper parties. Secured Party may consult with legal counsel and shall be fully protected in any action taken in good faith in accordance with the opinion and instruction of such counsel. Secured Party shall not be required to institute legal proceedings of any kind.

(d) Pledgor hereby indemnifies and holds harmless Secured Party from and against any and all claims, losses and liabilities growing out of or resulting from this Pledge (including enforcement of this Pledge), except claims, losses or liabilities resulting from Secured Party's gross negligence, willful misconduct or breach of this Pledge. Upon demand, Pledgor will pay, or cause to be paid, to Secured Party the amount of any and all reasonable expenses, including but not limited to reasonable fees and disbursements of its counsel and of any experts and agents, which Secured Party may incur in connection with the administration of this Pledge, the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, the exercise or enforcement of any of the rights of Secured Party hereunder, and the failure by Pledgor to perform or observe any of the provisions hereof.

(e) Upon the request of Secured Party, at the cost and expense of Pledgor, Pledgor shall duly execute and deliver, or cause to be duly executed and delivered, such further agreements, documents, instruments, consents, authorizations or approvals (in form and substance reasonably satisfactory to Secured Party), and take or cause to be taken such action, as may be necessary, or reasonably requested by Secured Party or its counsel, to carry out the provisions and purposes of this Pledge including, without limitation, to perfect and/or maintain the liens of Secured Party. Without limiting the foregoing, Pledgor hereby authorizes Secured Party to file such financing statements, amendments, and continuation statements covering the Collateral and containing such legends as Secured Party shall deem necessary or desirable to perfect or to maintain the perfection of Secured Party's security interest. Pledgor agrees to pay all taxes, fees and costs (including attorneys' fees) paid or incurred by Secured Party in connection with the preparation, filing or recordation thereof.

(f) Without the prior written consent of Secured Party, Pledgor will not (i) vote to enable, or take any other action to permit, Company to issue any corporate stock or other equity securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any corporate stock or other equity securities of any nature of Company to change the majority ownership of the Company; (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Stock to change the majority ownership of the Company; (iii) create, incur or permit to exist any lien or option in favor of, or any claim of any

person with respect to, any of the Stock, or any interest therein, except for the security interests created by this Pledge; (iv) enter into any agreement or undertaking restricting the right or ability of Pledgor or Secured Party to sell, assign or transfer any of the Stock; (v) declare dividends or distributions that would leave Pledgor unable to pay its debts, including but not limited to, those owed Secured Party, when the same become due and payable; or (vi) convey all or substantially all of its assets. Notwithstanding the foregoing, Pledgor shall have the right to sell a minority interest in the Company without the prior consent of the Secured Party; provided such minority interest shall continue to be subject to this Pledge and the minority shareholder shall agree in writing to be bound by the terms and conditions of this Pledge as a Pledgor. For the purposes of this paragraph, "majority ownership" shall mean ownership of fifty-one (51%) or more of the outstanding corporate stock or other equity securities of the Company and "minority interest" shall mean ownership of forty-nine (49%) or less of the outstanding corporate stock or other equity securities of the Company.

(g) In the event of the death of the Pledgor, the executor, trustee or heir(s) of the Pledgor shall be permitted to hold the Stock without triggering a default of this Agreement, provided the executor, trustee or heir(s) of the Pledgor agrees in writing to be bound by the terms of this Agreement.

9. **Notices.** All notices and other communications to be delivered hereunder shall be in writing and shall be deemed to have been given (a) on the date of personal delivery to an officer of the other party, or (b) when properly deposited for delivery by commercial overnight delivery service, prepaid, or by deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, on the date that is two days after the date set forth in the records of such delivery service or on the return receipt and addressed as follows, unless and until either of such parties notifies the other in accordance with this Section of a change of address:

If to Secured Party:

Crescent Media Group LLC  
3012 Highwoods Blvd., #201  
Raleigh, NC 27604  
Attention: Donald W. Curtis

If to Pledgor:

Chuck Marsh  
2509 Elon Ossipee Road  
Elon, NC 27244

Addresses may be changed by notice in writing to the other parties.

10. **Choice of Law, etc.**

(a) This Pledge, its construction and the determination of any rights, duties or remedies of the parties arising out of or relating to this Pledge, shall be governed by and construed under and in accordance with the laws of the State of North Carolina without respect to any conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina.

(b) This Pledge embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof and this Pledge may not be modified or amended or any term or provision hereof waived or discharged except in writing signed by the party against whom such amendment, modification, waiver or discharge is sought to be enforced.

(c) This Pledge shall be binding on the personal representatives, successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by their personal representatives, successors and assigns; provided, however, that, except as set forth in the next sentence, this Pledge may not be assigned by any party hereto without the prior written consent of the other parties, which consent shall not be unreasonably withheld. The Secured Party may, without Pledgor's consent, assign its rights hereunder to any purchaser or assignee of the Note, who shall then become the "Secured Party" hereunder.

(d) This Pledge may be executed in several counterparts, each of which together shall constitute one and the same instrument.

(e) If any one or more of the provisions contained in this Pledge should be found invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law and such term, as so modified, and the balance of this Pledge shall then be fully enforceable.

***[Signatures appear on the following page.]***

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Pledge as of the date first above written:

**PLEDGORS:**

CHUCK MARSH

\_\_\_\_\_(SEAL)

[\_\_\_\_\_]

\_\_\_\_\_(SEAL)  
By Chuck Marsh, under power of attorney

[\_\_\_\_\_]

\_\_\_\_\_(SEAL)  
By Chuck Marsh, under power of attorney.

[\_\_\_\_\_]

\_\_\_\_\_(SEAL)  
By Chuck Marsh, under power of attorney.

[\_\_\_\_\_]

\_\_\_\_\_(SEAL)  
By Chuck Marsh, under power of attorney.

**Accepted and Agreed:**

CRESCENT MEDIA GROUP LLC

By: \_\_\_\_\_

Name: Donald W. Curtis

Title: Manager

## Exhibit A

[illegible]

**Exhibit B**

**STOCK POWER**

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to \_\_\_\_\_, in his/her capacity as a court appointed receiver in connection with that certain Stock Pledge Agreement between the undersigned and CRESCENT MEDIA GROUP LLC, dated \_\_\_\_\_, 201\_ (the "RECEIVER"), the \_\_\_\_\_ (\_\_\_\_\_) shares of the common stock of ALAMANCE MEDIA PARTNERS, INC., a North Carolina corporation (the "COMPANY"), standing in the name of the undersigned on the books of the COMPANY and represented by Certificate Number \_\_\_\_\_ (the "STOCK").

The undersigned does hereby irrevocably constitute and appoint \_\_\_\_\_ (as designated by RECEIVER) to be the undersigned's lawful attorney-in-fact to transfer the STOCK on the books of the COMPANY, with full power of substitution in the premises.

Dated:

CHUCK MARSH

\_\_\_\_\_(SEAL)

[\_\_\_\_\_]

**Exhibit C**

**Tower Lease Agreement**

(Attached)

## **SITE LEASE AGREEMENT**

THIS SITE LEASE AGREEMENT ("Lease"), made this \_\_\_\_ day of \_\_\_\_\_, 201\_ between Crescent Media Group LLC. and/or assigns or successors, a North Carolina limited liability company ("Landlord"), and Alamance Media Partners, Inc., a North Carolina corporation organized and existing under the laws of North Carolina ("Tenant").

For good and valuable consideration, the parties agree as follows:

1. **Leased Premises.** Subject to the terms and conditions of this Lease and amended by terms and conditions described in Exhibit A, Landlord hereby leases to Tenant and Tenant leases from Landlord, tower space as outlined and amended in Exhibit A attached hereto.
2. **Rent.** Tenant shall pay to Landlord a monthly rent of \$750 with an annual adjustment of 3%.
3. **Purposes and Creation.**
  - (a) Tenant shall use the Leased Premises as described on Exhibit "A" only for the purpose of installing, maintaining, and operating, equipment, cabinets associated with the transmission of Tenant's radio station and space for Tenant's STL receiving antenna. This use shall be non-exclusive, and Landlord specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Leased Premises.
  - (b) **Operation.** Tenant shall, at its sole cost and expense, operate and maintain its Facilities on the Leased Premises in accordance with good engineering practices, with all applicable FCC rules and regulations. Tenant's use of all Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld. Any damage done to the Leased Premises or other Landlord property including the Structure during installation or during operations, shall be repaired at Tenant's expense within 30 days after notification of damage.
  - (c) **Maintenance.** Any modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements, including antenna, facilities and equipment, shall be maintained in a good state of repair, at least equal to the standard of maintenance of the Landlord's facilities on or adjacent to the Leased Premises.
  - (d) **Replacements and Repairs.** Before the Tenant may repair or replace the Antenna Facilities, Tenant must notify the Landlord. Tenant shall notify Landlord of such repairs in advance and will be conducted in a fashion that does not adversely affect the operation of any other operators or user of Landlord's facilities. Landlord may not unreasonably withhold approval.



- (e) Access. Tenant, at all times during this Lease, shall have access to the Leased Premises in order to install, operate, and maintain its Facilities.
  - (f) Payment of Utilities. Tenant's consumption of electricity for its transmitter and other utilities associated with its operation of the radio station shall be paid by Tenant. Tenant at its expense, will make arrangements to have its transmitter equipment on its own meter.
- 4. **Term and Renewals**. The "Initial Term" of this Lease shall commence upon the first day of the month when Tenant's use of the tower commences ("Effective Date") and end on the last day of the 60th month thereafter. This lease will be subject to renewal on the same terms by Tenant for additional three terms by notifying Landlord of its intent to renew by written notice 30 days in advance of the end of such term, subject to Section 8 of this Agreement.
- 5. **Defense and indemnification**.
  - (a) General. Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord or for which Landlord may be liable in the performance of this Lease.
  - (b) Hazardous Materials. Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises resulting from Tenant's use of Hazardous Materials. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA.
- 6. **Insurance**.
  - (a) Workers' Compensation. The Tenant must maintain Worker's Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than \$500,000 Bodily Injury each accident, \$500,000 Bodily Injury by disease, policy limit, and \$500,000 Bodily Injury by disease, each employee.
  - (b) General Liability. The Tenant must maintain occurrence form comprehensive general liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage – broad form, and personal injury, for the hazards of

Premises, Operation, broad form contractual, independent contractors, and products/completed operations.

Tenant must maintain aforementioned comprehensive general liability coverage with limits of liability not less than \$1,000,000 each occurrence; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.

7. **Damage or Destruction.** If the Leased Premises is destroyed or damaged, without contributory fault of the Tenant or its agents, so as, in Tenant's judgment, to hinder its effective use of the Antenna Facilities, Tenant may elect to terminate this Lease upon 30 days' written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to reimbursement of prepaid rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.
8. **Lease Termination.**
  - (a) **Events of Termination.** This Lease may be terminated by either party upon a default of any covenant or term hereof by the other party, which default is not cured within ninety (90) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof). This Lease may also be terminated upon ninety (90) days written notice to the other party as follows:
    - (i) By either party if any governmental authority should fail to issue, extend or renew such party's license or other authorization with respect to its use of the Leased Premises due to no fault or act (or failure to act) on the part of such party, or should any governmental authority prohibit the use of the Leased Premises for the purposes contemplated herein;
    - (ii) By either party if the Leased Premises are damaged by an act of God, and in Landlord's sole opinion cannot be replaced.
    - (iii) By Tenant if the Leased Premises is or becomes unacceptable for technological reasons including without limitation shadowing or interference under Tenant's Antenna Facilities, design or engineering specifications or the communications systems to which the Antenna Facilities belong;
    - (iv) By Landlord if it determines that the Structure is structurally unsound, including, but not limited to, consideration of age of the Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source, or factors relating to condition of the Leased Premises; or
    - (v) If the Landlord for any reason elects to or is forced to remove or take down the tower.

- (b) **Notice of Termination.** The parties shall give Notice of Termination in writing by certified mail, return receipt requested. Such Notice shall be effective upon receipt as evidenced by the return receipt, or such later date as stated in the Notice. All rentals paid for the Lease prior to said termination date shall be retained by Landlord.
- (c) **Site Restoration.** In the event that this Lease is terminated or not renewed, Tenant shall have 90 days from the termination or expiration date to remove its Facilities, and related equipment from the Leased Premises, repair the site and restore the surface of the Structure.
9. **Limitation of Landlord's Liability.** If Landlord terminates this Lease other than as of right as provided in this Lease, or Landlord causes interruption of the business of Tenant or for any other Landlord breach of this Lease, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of equipment removal, relocation or repair and shall specifically exclude any recovery for value of the business of Tenant as a going concern future expectation of profits, loss of business or profit or related damages to Tenant.
10. **Temporary Interruptions of Service.** If Landlord determines that continued operation of the Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency emissions, which is regulated by the federal government), Landlord may order Tenant to discontinue its operation. Service shall be discontinued only for the period that the immediate threat exists.
11. **Assignment.** This Lease, or rights thereunder, may not be sold, assigned, or transferred at any time by Tenant except to Tenant's affiliates or subsidiaries. As to other parties, this Lease may not be assigned or transferred.
12. **Condemnation.** In the event of the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority.
13. **Disputes.** Any claim, controversy or dispute arising out of this Lease not resolved within ten (10) days following notice of the dispute, shall be submitted first and promptly to mediation. Each Party shall bear its own costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, either party may file a claim in arbitration in accordance with the applicable rules of the American Arbitration Association. The award rendered by the arbitrator may be entered as a judgment in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Leased Premises is located. Arbitration shall be the exclusive remedy of the parties.

14. **Authority**. Each of the individuals executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.
15. **Complete Lease; Amendments**. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.
16. **Governing Law**. This Lease shall be construed in accordance with the laws of the State of North Carolina.
17. **Limitation of Liability**. Nothing in the Lease shall be deemed a waiver of any limitation of liability or defenses under North Carolina Statutes or any other provision of law.
18. **Severability**. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

[Signatures Appear on Following Page]

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

LANDLORD:

CRESCENT MEDIA GROUP LLC

BY: \_\_\_\_\_

Name: Donald W. Curtis

Title: Manager

TENANT:

ALAMANCE MEDIA PARTNERS, INC.

BY: \_\_\_\_\_

Name: Chuck Marsh

Title: President

## **EXHIBIT A**

- (1) Space with respect to the tower array and transmitter building for use in connection with the operation of commercial radio station WSML(AM), Graham, North Carolina, FCC Facility ID Number 740 pursuant to WSML(AM)'s FCC license in FCC File No. BML-20050707ADY (on towers with FCC registration numbers 1252289, 1252290, 1252291, and 1252292) ("Current Site")
- (2) Provided, however, Landlord shall have the right, at Landlord's discretion to relocate WSML(AM) pursuant to WSML(AM)'s construction permit FCC File No. BP-20180719AAI to a transmission site to be shared with WPCM(AM) (on a that certain tower registered with the Federal Communications Commission under Antenna Structure Registration Number 1007838) ("New Site"). Such relocation to the New Site shall be at Landlord's expense. Tenant acknowledges that WSML(AM) will need to be off the air during such relocation. Upon completion of such relocation to the New Site, this lease shall automatically be assigned to Carolina Radio Group, Inc. as the owner of the New Site and Landlord hereunder, the New Site shall become the Leased Premises hereunder (and Tenant shall have no further rights hereunder to the Current Site).
- (3) Tenant agrees to be responsible for payment of taxes and insurances on the assets Tenant places on the Leased Premises.

**Exhibit D**

**Studio Lease Agreement**

(Attached)

## **STUDIO LEASE AGREEMENT**

THIS SITE LEASE AGREEMENT ("Lease"), made this \_\_\_\_ day of \_\_\_\_\_, 201\_ between Crescent Media Group LLC. and/or assigns or successors, a North Carolina limited liability company ("Landlord"), and Alamance Media Partners, Inc., a North Carolina corporation organized and existing under the laws of North Carolina ("Tenant").

For good and valuable consideration, the parties agree as follows:

1. **Leased Premises.** Subject to the terms and conditions of this Lease and amended by terms and conditions described in Exhibit A, Landlord hereby leases to Tenant and Tenant leases from Landlord, studio space as outlined and amended in Exhibit A attached hereto.
2. **Rent.** This Lease is rent free. Tenant shall not be obligated to pay any rent.
3. **Purposes and Creation.**
  - (a) Tenant shall use the Leased Premises as described on Exhibit "A" only for the purpose of installing, maintaining, and operating studio equipment. This use shall be non-exclusive, and Landlord specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Leased Premises.
  - (b) **Operation.** Tenant shall, at its sole cost and expense, operate and maintain its Facilities on the Leased Premises in accordance with good engineering practices, with all applicable FCC rules and regulations. Tenant's use of all Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld. Any damage done to the Leased Premises or other Landlord property during installation or during operations, shall be repaired at Tenant's expense within 30 days after notification of damage.
  - (c) **Maintenance.** Any modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements shall be maintained in a good state of repair, at least equal to the standard of maintenance of the Landlord's facilities on or adjacent to the Leased Premises.
  - (d) **Access.** Tenant, at all times during this Lease, shall have access to the Leased Premises in order to install, operate, and maintain its Facilities.
  - (e) **Payment of Utilities.** Tenant's consumption of electricity for its transmitter and other utilities associated with its operation of the radio station shall be paid by Tenant.
4. **Term and Renewals.** The term of this lease shall be four (4) months. Tenant may terminate this lease at any time.
5. **Defense and indemnification.**



- (a) General. Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord or for which Landlord may be liable in the performance of this Lease.
- (b) Hazardous Materials. Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises resulting from Tenant's use of Hazardous Materials. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA.

6. **Insurance**.

- (a) Workers' Compensation. The Tenant must maintain Worker's Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than \$500,000 Bodily Injury each accident, \$500,000 Bodily Injury by disease, policy limit, and \$500,000 Bodily Injury by disease, each employee.
- (b) General Liability. The Tenant must maintain occurrence form comprehensive general liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage – broad form, and personal injury, for the hazards of Premises, Operation, broad form contractual, independent contractors, and products/completed operations.

Tenant must maintain aforementioned comprehensive general liability coverage with limits of liability not less than \$1,000,000 each occurrence; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.

7. **[Intentionally Omitted]**

- 8. **Lease Termination**. This Lease may be terminated by Landlord upon default of any covenant or term hereof by Tenant, which default is not cured within thirty (30) days of receipt of written notice of default to Tenant (without, however, limiting any other rights of the parties pursuant to any other provisions hereof). This Lease may be further terminated by Landlord in the event the Leased Premises are damaged by an act of God or are otherwise unavailable to be used for the intended purposes. The parties shall

give Notice of Termination in writing by certified mail, return receipt requested. Such Notice shall be effective upon receipt as evidenced by the return receipt, or such later date as stated in the Notice. In the event that this Lease is terminated or not renewed, Tenant shall have 90 days from the termination or expiration date to remove its Facilities, and related equipment from the Leased Premises , repair the site and restore the Leased Premises.

9. **Limitation of Landlord's Liability.** If Landlord terminates this Lease other than as of right as provided in this Lease, or Landlord causes interruption of the business of Tenant or for any other Landlord breach of this Lease, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of equipment removal, relocation or repair and shall specifically exclude any recovery for value of the business of Tenant as a going concern future expectation of profits, loss of business or profit or related damages to Tenant.
10. **Temporary Interruptions of Service.** If Landlord determines that continued operation of the Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency omissions, which is regulated by the federal government), Landlord may order Tenant to discontinue its operation. Service shall be discontinued only for the period that the immediate threat exists.
11. **Assignment.** This Lease, or rights thereunder, may not be sold, assigned, or transferred at any time by Tenant except to Tenant's affiliates or subsidiaries. As to other parties, this Lease may not be assigned or transferred.
12. **Condemnation.** In the event of the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority.
13. **Disputes.** Any claim, controversy or dispute arising out of this Lease not resolved within ten (10) days following notice of the dispute, shall be submitted first and promptly to mediation. Each Party shall bear its own costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, either party may file a claim in arbitration in accordance with the applicable rules of the American Arbitration Association. The award rendered by the arbitrator may be entered as a judgment in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Leased Premises is located. Arbitration shall be the exclusive remedy of the parties.
14. **Authority.** Each of the individuals executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.

15. **Complete Lease; Amendments.** This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.
16. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of North Carolina.
17. **Limitation of Liability.** Nothing in the Lease shall be deemed a waiver of any limitation of liability or defenses under North Carolina Statutes or any other provision of law.
18. **Severability.** If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

[Signatures Appear on Following Page]

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

LANDLORD:

CRESCENT MEDIA GROUP LLC

BY: \_\_\_\_\_

Name: Donald W. Curtis

Title: Manager

TENANT:

ALAMANCE MEDIA PARTNERS, INC.

BY: \_\_\_\_\_

Name: Chuck Marsh

Title: President

## **EXHIBIT A**

- (1) Space within the current studio building to the extent reasonable for temporary use in connection with the studio operations of commercial radio station WSML(AM), Graham, North Carolina, FCC Facility ID Number 740.
- (2) Tenant agrees to be responsible for payment of taxes and insurances on the assets Tenant places on the Leased Premises.