

LICENSE SALE AND PURCHASE AGREEMENT

THIS LICENSE SALE AND PURCHASE AGREEMENT (this “Agreement”) is made as of August 24, 2018 between **HAMMOND BROADCASTING, LLC**, a Texas limited liability company (“Seller”) and **TEXAS FM RADIO, LLC**, a Texas limited liability company (“Buyer”).

WITNESSETH

WHEREAS, Seller owns and operates the following radio broadcast station frequencies, pursuant to certain licenses, authorizations and approvals (the “FCC Authorizations”) issued by the Federal Communications Commission (the “FCC”):

Station KHSE (700 AM), licensed to Wylie, Texas (Facility ID 133464) (the “Station”); and

Station K281CS, 104.1 FM translator station, licensed to Lucas, Texas (the “Translator”),

collectively the “Stations”; and

WHEREAS, subject to the terms and conditions set forth herein, Seller desires to assign to Buyer, Buyer desires to acquire from Seller, the FCC Authorizations for Station and Translator.

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

SALE AND PURCHASE

Section 1.1 Station Assets. Subject to and in reliance upon the representations, warranties, and agreements herein set forth, and subject to the terms and conditions herein contained, Seller shall grant, convey, sell, assign, transfer and deliver to Buyer on the Closing Date (as hereinafter defined) all interests of Seller in the following properties, assets, privileges, rights, interests and claims, real and personal, tangible and intangible (collectively, the “Assets”):

(a) Licenses and Authorizations. All of the FCC Authorizations issued with respect to the Stations including, without limitation, all rights in and to the Stations' call letters and any variations thereof, and all of those FCC Authorizations listed and described on Schedule 1.1(a) attached hereto, and all applications therefor, together with any renewals or extensions thereof and additions thereto.

(b) Tangible Personal Property. All tangible personal property listed on Schedule 1.1(b).

(b) Files and Records. All FCC logs and other records that relate to the operation of the Stations.

Section 1.2 Liabilities.

(a) The Station Licenses shall be sold and conveyed to Buyer free and clear of all mortgages, liens, deeds of trust, security interests, pledges, restrictions, prior assignments, charges, claims, defects in title, and encumbrances of any kind or type whatsoever (collectively, “Liens”) except: the post-Closing obligations of Seller which Buyer will assume under leases and contracts to be entered into with Buyer (“Permitted Encumbrances”).

(b) Except as otherwise specifically provided herein, Buyer shall not assume or be liable for, and does not undertake to attempt to, assume or discharge: (i) any liability or obligation of Seller arising out of or relating to any contract, lease agreement, or instrument; (ii) any liability or obligation of Seller arising out of or relating to any employee benefit plan otherwise relating to employment (all employment obligations shall be brought current by Seller as of the Closing Date, including the payment of all accrued benefits and severance pay and all bonuses, whether or not such benefits or bonuses are due as of the Closing Date); (iii) any liability or obligation of Seller arising out of or relating to any litigation, proceeding or claim (whether or not such litigation, proceeding or claim is pending, threatened or asserted before, on or after the Closing Date); (iv) any other liabilities, obligations, debts, or commitments of Seller whatsoever, whether accrued now or hereafter, whether fixed or contingent, whether known or unknown; or (v) any claims asserted against the Stations or any of the Assets relating to any event (whether act or omission) prior to the Closing Date including, without limitation, the payment of all taxes.

(c) Buyer shall in no event assume any liability or obligation arising (i) from the assignment to Buyer of any Contract in violation of its terms or (ii) from any other breach or default by Seller upon or prior to Closing under any Contract.

(d) Seller retains and shall hereafter pay, satisfy, discharge, perform, and fulfill all obligations and liabilities not expressly assumed by Buyer hereunder as they become due, without any charge or cost to Buyer, and Seller agrees to indemnify and hold Buyer and its successors and assigns harmless from and against any and all such liabilities in accordance with the terms of Article IX.

Section 1.5 Purchase Price. In consideration for the sale of the Station’s FCC Authorizations to Buyer, at Closing Buyer shall pay Seller, by wire transfer of immediately available funds, the sum of Two Million Dollars (\$2,000,000.00). The Purchase Price shall be paid at closing as follows:

(a) Deposit. Within three (3) business days of Seller presenting proof of filing with FCC the documents to request FCC’s consent to transfer the FCC Authorizations to Buyer, Buyer will pay Seller a refundable deposit in the amount of Twenty Thousand Dollars (\$20,000.00).

(b) At Closing, Buyer shall pay the remainder of the Purchase Price by wire transfer in immediately available funds to an account designated by Seller; One Million Nine Hundred Eighty Thousand Dollars (\$1,980,000.00) and at that point the refundable deposit of Twenty Thousand Dollars (\$20,000.00) will also become non-refundable, hence the total Purchase Price of Two Million Dollars (\$2,000,000.00) will be paid at Closing. Closing will take place upon Seller's providing proof to Buyer that FCC has approved the transfer of the FCC Authorizations to Buyer. At that point Buyer will pay full Two Million Dollars (\$2,000,000.00), in immediately available funds to Seller, in the name of Hammond Broadcasting, LLC, via wire, as per wiring instructions provided by Seller and will be allowed to transfer the station to Buyer's name.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

Section 2.1 Corporate Status. Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of Texas. Seller is duly qualified to do business and is in good standing in Texas. Seller has the requisite power to carry on the business of the Stations as it is now being conducted and to own and operate the Stations and Seller has the requisite power to enter into and complete the transactions contemplated by this Agreement (the "Subject Transactions"). Seller has not used any name in the operation of its business other than its name as first set forth above and the Stations' call letters.

Section 2.2 Authority. All actions necessary to be taken by or on the part of Seller in connection with the Subject Transactions have been duly and validly taken, and this Agreement has been duly and validly authorized, executed, and delivered by Seller and constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

Section 2.3 No Conflict. The execution, delivery, and performance of this Agreement and the consummation of the Subject Transactions will not (a) conflict with or violate the articles of organization or regulations of Seller; (b) conflict with or violate or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation under, any contract to which Seller is a party or by which it is bound, or by which the Stations or any of the Station Assets may be affected, or result in the creation of any Lien upon any of the Station Assets; or (c) violate any judgment, decree, order, statute, law, rule or regulation applicable to Seller, the Stations or any of the Station Assets.

Section 2.4 No Breach. Seller's sale under this Agreement is not in violation of the terms and conditions of any agreement between Seller and a third party.

Section 2.5 Disclaimer of Warranties. Sellers sell the Stations and the Assets on an "AS IS" basis, with an express disclaimer of all express and implied warranties, other than a limited warranty of title sufficient to make the transfers set forth in this Agreement on the terms set forth in this Agreement. Buyer accepts the Station and the Assets in their current condition. Buyer waives

the right to complain of any patent, latent or other defects in the Stations or the Assets. Buyer waives any right to rely upon any statement, representation, omission, financial document, or other communication other than the express terms of this Agreement. Buyer waives the right to sue for any misrepresentation, negligent misrepresentation, or deceptive trade practices on the basis of any representation other than the representations in this Agreement. Pursuant to Texas Business & Commerce Code Section 17.42, Buyer represents that Buyer may be represented by counsel of Buyer's choice and Buyer waives the provisions of the Texas Deceptive Trade Practices Act, Section 17.41 et seq. of the Texas Business & Commerce Code, a law that gives consumers special rights and protections. The parties expressly further agree that Seller makes no warranties or representations about the financial condition of the Seller, the Station or the Assets. If Buyer has reviewed any financial statements, then Seller makes no representation or warranty that those documents reflect the correct financial position of the Seller or its business. Buyer is acquiring the Stations Licenses based on their asset values only, and not in reliance upon the past or future profits or profitability of the Station and its Assets. Buyer acknowledges that if Seller had been required to sell the Station Licenses on any basis other than an "AS IS" asset sale, then the purchase price charged by Seller would be substantially higher than the price set forth in this Agreement.

Section 2.6 Taxes. Seller has filed all applicable federal, state, local, and foreign tax returns required to be filed, in accordance with provisions of law pertaining thereto, and has paid all taxes, interest, penalties, and assessments (including, without limitation, income, withholding, excise, unemployment, Social Security, occupation, transfer, franchise, property, sales and use taxes, import duties or charges, and all penalties and interest in respect thereof) required to have been paid with respect to or involving the Stations or the Station Assets. Seller has not been advised that any of its returns, federal, state, local, or foreign, have been or are being audited.

Section 2.7 Licenses. Seller is the holder of the FCC Authorizations listed and described on Schedule 1.1(a). Such FCC Authorizations constitute all of the licenses, authorizations, and approvals required under the Communications Act of 1934, as amended (the "Communications Act"), or the rules, regulations and policies of the FCC for, and used in the operation of, the Stations. The FCC Authorizations are in full force and effect and have not been revoked, suspended, canceled, rescinded, or terminated and have not expired. There is not pending or threatened, any action by or before the FCC to revoke, suspend, cancel, rescind, or modify any of the FCC Authorizations (other than proceedings to amend FCC rules of general applicability), and there is not now issued or outstanding or pending or threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture, or complaint against Seller or any Station. To the best of Seller's knowledge, the Station is operating in compliance with the FCC Authorizations, the Communications Act, and the rules, regulations, and policies of the FCC.

Section 2.9 Additional FCC Matters.

(a) All reports and filings required to be filed with the FCC by Seller with respect to the Stations (including, without limitation, all required equal employment opportunity reports) have been timely filed. All such reports and filings are accurate and complete. Seller maintains public files for the Stations as required by FCC rules. With respect to the FCC Authorizations, permits, and authorizations, Seller is operating only those facilities for which an

appropriate FCC Authorization has been obtained and is in effect, and Seller is meeting the conditions of each such FCC Authorization.

(b) Seller is aware of no facts indicating that Seller is not in compliance with all requirements of the FCC, the Communications Act, or any other applicable federal, state, and local statutes, regulations and ordinances. Seller is aware of no facts and Seller has received no notice or communication, formal or informal, indicating that the FCC is considering revoking, suspending, canceling, rescinding, or terminating any FCC Authorization.

(c) The operation of the Stations does not cause or result in exposure of workers or the general public to levels of radio frequency radiation in excess of the "Radio Frequency Protection Guides" recommended in "American National Standard Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields 300 kHz to 100 GHz" (ANSI/IEEE C95.1-1992), issued by the American National Standards Institute, and renewal of the FCC Authorizations would not constitute a "major action" within the meaning of Section 1.1301, et seq., of the FCC's rules.

Section 2.10 Approvals and Consents. Except as described in Schedule 2.10 hereto, the execution, delivery, and performance by Seller of this Agreement and the consummation by it of the Subject Transactions will not require any consent, permit, license, or approval of, or filing with or notice to, any person, entity, or governmental or regulatory authority under any provision of law applicable to Seller or any Seller Contract, except as contemplated by Sections 10.10 (Application for FCC Consent).

Section 2.11 Assets. Schedule 1.1(b) contains a description of all items of Tangible Personal Property being assigned to Buyer. Seller makes the limited warranty of sufficient title to the Station Assets, free and clear of all Liens (other than Permitted Encumbrances), to make the transfers set forth in this "AS IS" agreement.

Section 2.13 Compliance with Law. To the best of Seller's actual knowledge, The Stations, the Station Assets, and Seller with respect to the Stations and the Station Assets, are in all material respects in compliance with all requirements of law, federal, state, and local, and all requirements of all governmental bodies or agencies having jurisdiction over any of them, the operation of the Stations, the use of its properties and assets (including the Station Assets), and the Real Property that it rent and that is not part of this transaction and a new lease will be signed between Buyer and John Hammond for the use of Tower/Transmitter Real Estate and Studio. Without limiting the foregoing, Seller has paid all monies and obtained all licenses, permits, certificates, and authorizations needed or required for the operation of the Stations. To the best of Seller's actual knowledge, Seller has properly filed all reports and other documents required to be filed with any federal, state, local, or foreign government or subdivision or agency thereof. Seller has not received any notice, not heretofore complied with, from any federal, state, or municipal authority, or any insurance or inspection body that any of its properties, facilities, equipment, or business procedures or practices fails to comply with any applicable law, ordinance, regulation, building, or zoning law, or requirement of any public authority or body.

Section 2.14 Employment Matters.

(a) There are no collective bargaining agreements, or written or oral agreements relating to the terms and conditions of employment or termination of employment, covering any employees, consultants, or agents of the Stations. No employee of the Stations has a written employment contract. Seller is not engaged in any unfair labor practice or other unlawful employment practice, and there are no unfair labor practice charges or other employee related complaints, grievances, or arbitrations against Seller pending before the National Labor Relations Board, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, the Department of Labor, any arbitration tribunal, or any other federal, state, local, or other governmental authority by or concerning Seller's employees. There is no strike, picketing, slowdown, or work stoppage by or concerning such employees pending against or involving Seller. No representation question is pending or threatened respecting any of Seller's employees. Seller has delivered to Buyer copies of all letters, memoranda of understanding, past practices, assurances, or other agreements modifying such collective bargaining agreements and other similar employee agreements.

(b) All handbooks, policies, and procedures relating to all aspects of employment including, without limitation, compensation, benefits, equal employment opportunity, and safety, if any are listed and described in Schedule 2.15 attached hereto.

(c) The Stations, and Seller with respect to the Stations, have complied with in the past and are now in compliance with all labor and employment laws including, without limitation, federal, state, local, and other applicable laws, rules, regulations, ordinances, orders, and decrees concerning collective bargaining, unfair labor practices, payments of employment taxes, occupational safety and health, worker's compensation, the payment of wages and overtime, and equal employment opportunity. The Stations, and Seller with respect to the Stations, are not liable for any arrears or wages, benefits, taxes, damages, or penalties for failing to comply with any law, rule, regulation, ordinance, order, or decree relating in any way to labor or employment.

(d) Buyer shall have no obligation or liability due to or because of any past service liability, vested benefits, retirement plan insolvencies, or other retirement plan or past employment obligation (except as provided herein) under local, state, or federal law (including the Employee Retirement Income Security Act of 1974, as amended), resulting from the purchase of the Stations or from former employees of Seller becoming employees of Buyer.

Section 2.15 Litigation. There are no suits, arbitrations, administrative charges, or other legal proceedings, claims, or governmental investigations pending against, or threatened against, the Stations or Seller relating to or affecting the Stations or the Station Assets nor, to the knowledge of Seller, is there any basis for any such suit, arbitration, administrative charge, or other legal proceeding, claim, or governmental investigation. Seller has not been operating under or subject to, or in default with respect to, any judgment, order, writ, injunction, or decree of any court or federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality, foreign or domestic.

Section 2.16 Intangible Property. Seller has all right, title, and interest in and to all Intangible Property necessary to the conduct of the Stations as presently operated. Schedule 1.1(f) contains a description of all Intangible Property used in the operation of the Stations that is being assigned to Buyer. Seller has received no notice of any claim that any Intangible Property or the use thereof conflicts with, or infringes upon, any rights of any third party (and there is no basis for any such claim of conflict). Seller has the sole and exclusive right to use the Intangible Property. No service provided by the Stations or any programming or other material used, broadcast, or disseminated by the Stations infringes upon any copyright, patent, or trademark of any other party.

Section 2.17 Brokers. There is no broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement or the Subject Transactions as a result of any agreement of, or action taken by, Seller.

Section 2.18 FAA Compliance. Seller and the Station Assets are in material compliance with all rules and regulations of the Federal Aviation Administration applicable to the Stations.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller:

Section 3.1 Status. Buyer is a Texas Limited Liability Company which is duly organized, validly existing, and in good standing under the laws of the State of Texas. Buyer has the requisite power to enter into and complete the Subject Transactions.

Section 3.2 No Conflicts. The execution, delivery, and performance by Buyer of this Agreement nor the consummation by Buyer of the Subject Transactions will not: (a) conflict with or violate the certificate of incorporation or bylaws of Buyer; or (b) violate any judgment, decree, order, statute, rule, or regulation applicable to Buyer.

Section 3.3 Corporate Action. All corporate actions necessary to be taken by or on the part of Buyer in connection with the Subject Transactions have been duly and validly taken, and this Agreement has been duly and validly authorized, executed, and delivered by Buyer and constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with and subject to its terms.

Section 3.4 Brokers. There is no broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement or the Subject Transactions as a result of any agreement of or action taken by Buyer.

Section 3.5 Qualification. To Buyer's knowledge, Buyer is qualified under the Communications Act and the existing rules, regulations, and policies of the FCC to hold the FCC Authorizations.

Section 3.6 Express Waiver of Reliance. Buyer confirms that this purchase transaction is solely based on the value of the asset and not based on past or future financial situation or operations of the business. Buyer represents and warrants that it waives reliance upon any alleged representation, warranty, oral understanding, oral agreement or other statement not set forth in this Agreement. Buyer assumes the risk of any latent or patent defect in the Assets and accepts the Stations and the Assets in their current condition. Buyer confirms and agrees to the disclaimer of warranties and AS IS recitals set forth in this Agreement.

ARTICLE IV

COVENANTS OF SELLER

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

Section 4.1 Notice of Proceedings. Seller will promptly notify Buyer in writing upon: (a) becoming aware of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement or the Subject Transactions; or (b) receiving any notice from any governmental department, court, agency, or commission of its intention (i) to institute an investigation into, or institute a suit or proceeding to restrain or enjoin, the consummation of this Agreement or the Subject Transactions, or (ii) to nullify or render ineffective this Agreement or the Subject Transactions if consummated.

Section 4.3 Consummation of Agreement. Subject to the provisions of Section 10.1: (a) Seller shall use all reasonable efforts to fulfill the conditions in Articles VI and VII, and to cause the Subject Transactions to be fully carried out; and (b) Seller shall not take any action that would make the consummation of this Agreement contrary to the Communications Act or the rules, regulations or policies of the FCC.

Section 4.4 Employee Matters.

(a) Buyer may offer employment to any of Seller's employees of the Stations (each an "Employee") who is available for work on the Closing Date. Any such offer shall be for employment at will by Buyer as new employees of Buyer (subject to any applicable probation period not prohibited by law) to occupy positions designated by Buyer and pursuant to the terms and conditions determined by Buyer in its sole discretion.

(b) Seller agrees to make available to Buyer, to the fullest extent permitted by law, all information and materials requested by Buyer from the personnel files of each Employee who shall have elected to accept employment with Buyer.

(c) Buyer assumes no obligation to continue or assume any compensation arrangements or liabilities of Seller (including, without limitation, any salary, bonuses, fringe benefits, insurance plans, or pension or retirement benefits under any compensation or retirement plan maintained by Seller) to any such Employee.

(d) Seller agrees to remain responsible for the payment of all accrued benefits in accordance with the terms of Seller's retirement plans, including any retiree medical, dental and life insurance plan. Buyer shall not at any time assume any liability under Seller's retirement plans for the payment of benefits to any active or any terminated, vested or retired participants in Seller's retirement plans.

(e) Seller agrees that it shall retain, consistent with its normal employment practices, all liabilities and obligations, if any (including, without limitation, the liability and obligation for all wages, salary, and vacation pay and unemployment, medical, dental, health and disability benefits), for those former employees of Seller who retired or terminated employment prior to the Closing Date or otherwise do not become employees of Buyer.

(f) Any Employee who becomes an employee of Buyer on the Closing Date and who was eligible to participate in Seller's 401(k) plan shall become eligible to participate in Buyer's 401(k) plan without regard to the eligibility requirements contained therein. As of the Closing Date, Buyer shall cause its 401(k) plan to permit Employees who participate in the Seller's 401(k) plan to elect to make direct rollovers of their account balances in Seller's 401(k) plan into the Buyer's 401(k) plan; *provided, however*, that, such action is in full compliance with all applicable law and regulations, including the Internal Revenue Code, as of the date of the proposed rollover.

ARTICLE V

COVENANTS OF BUYER

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

Section 5.1 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.

Section 5.2 Application for FCC Consent. Buyer will diligently take, or cooperate in the taking of, all steps that are necessary, proper, or desirable to expedite the prosecution of the Application to a favorable conclusion. Buyer will promptly provide Seller with copies of any pleading, order, or other document served on it relating to the Application. In the event that Closing occurs prior to a Final FCC Consent, then Buyer's obligations under this Section 5.2 shall survive the Closing.

Section 5.3 Consummation of Agreement. Subject to the provisions of Section 10.1, Buyer shall use all reasonable efforts to fulfill the conditions in Articles VI and VII, and to cause the Subject Transactions to be fully carried out.

Section 5.4 Notice of Proceedings. Buyer will promptly notify Seller in writing upon:
(a) becoming aware of any order or decree or any complaint praying for an order or decree

restraining or enjoining the consummation of this Agreement or the Subject Transactions; or (b) receiving any notice from any governmental department, court, agency, or commission of its intention (i) to institute an investigation into, or institute a suit or proceeding to restrain or enjoin, the consummation of this Agreement or such transactions, or (ii) to nullify or render ineffective this Agreement or such transactions if consummated.

ARTICLE VI

CONDITIONS TO THE OBLIGATIONS OF SELLER

The obligations of Seller under this Agreement are, at its option, subject to the fulfillment of the following conditions prior to or on the Closing Date:

Section 6.1 Representations, Warranties, and Covenants.

(a) Each of the representations and warranties of Buyer contained in this Agreement shall have been true and correct as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall then be 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.

(c) Buyer shall have furnished Seller with a certificate, dated the Closing Date and duly executed by a manager of Buyer authorized on behalf of Buyer to give such a certificate, to the effect that the conditions set forth in Sections 6.1(a) and (b) have been satisfied.

Section 6.2 Proceedings.

(a) Neither Seller nor Buyer shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the Subject Transactions.

(b) In the event such a restraining order or injunction is in effect, this Agreement may not be abandoned by Seller pursuant to this Section 6.2 prior to the Final Closing Date, but the Closing shall be delayed during such period. This Agreement may be abandoned after the Final Closing Date if such restraining order or injunction remains in effect. Seller shall take all reasonable steps to have any such order dissolved or terminated in order to effectuate the Closing.

Section 6.3 FCC Authorization. The assignment of all of the FCC Authorizations to Buyer shall have been initially approved by the FCC.

Section 6.4 Deliveries. Buyer shall have complied with each and every one of its obligations set forth in Section 8.2.

ARTICLE VII

CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement are, at its option, subject to the fulfillment of the following conditions prior to or on the Closing Date:

Section 7.1 Representations, Warranties, and Covenants.

(a) Each of the representations and warranties of Seller contained in this Agreement shall have been true and correct as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall then be 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.

(c) Seller shall have furnished Buyer with a certificate, dated the Closing Date and duly executed by an officer of Seller authorized on behalf of Seller to give such a certificate, to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied.

Section 7.2 Proceedings.

(a) Neither Seller nor Buyer shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the Subject Transactions.

(b) In the event such a restraining order or injunction is in effect, this Agreement may not be abandoned by Buyer pursuant to this Section 7.2 prior to the Final Closing Date, but the Closing shall be delayed during such period. This Agreement may be abandoned by either party only if a permanent injunction against the Agreement is entered and becomes final. Buyer shall take all reasonable steps to have any restraining order, preliminary or temporary injunction dissolved or terminated in order to effectuate the Closing.

Section 7.3 FCC Authorization. The assignment of all of the FCC Authorizations to Buyer shall have been initially approved by the FCC (and, at Buyer's option, such FCC Consent shall have become Final), without any conditions materially adverse to Buyer.

Section 7.4 Deliveries. Seller shall have complied with each and every one of its obligations set forth in Section 8.1.

Section 7.5 Required Consents. Seller shall have obtained all of the Required Consents.

Section 7.6 Member Approval. This Agreement and the Subject Transactions shall have been approved by the Members of Buyer.

ARTICLE VIII

ITEMS TO BE DELIVERED AT THE CLOSING

Section 8.1 Deliveries by Seller. At the 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) bills of sale, certificates of title, endorsements, assignments, and other good and sufficient instruments of sale, conveyance, transfer and assignment, in form and substance satisfactory to Buyer, sufficient to sell, convey, transfer, and assign the FCC Authorizations and other Assets to Buyer free and clear of any Liens (other than Permitted Encumbrances) and to quiet Buyer's title thereto;

(b) the FCC Consent;

(c) certified copies of resolutions, duly adopted by the Board of Directors of Seller, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery and performance by Seller of this Agreement, and the consummation of the Subject Transactions; and

(d) the certificate referred to in Section 7.1(c).

Section 8.2 Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller:

(a) the Purchase Price, which shall be paid in the manner specified in Section 1.3;

(b) an instrument or instruments of assumption of the Seller Contracts and Real Property leases to be assumed by Buyer pursuant to this Agreement;

(c) certified copies of resolutions, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery, and performance by each Buyer of this Agreement and the consummation of the Subject Transactions; and

(d) the certificate referred to in Section 6.1(c).

ARTICLE IX

SURVIVAL; INDEMNIFICATION

Section 9.1 Survival. All representations, warranties, covenants, and agreements contained in this Agreement, or in any certificate, agreement, or other document or instrument, delivered pursuant hereto, shall survive (and not be affected in any respect by) the Closing, any investigation conducted by any party hereto and any information which any party may receive.

Section 9.2 Indemnification.

(a) From and after Closing, Seller (an “Indemnifying Party”) hereby agrees to indemnify and hold harmless Buyer, the Members, officers, and employees of Buyer and all Affiliates of Buyer, and their respective successors and assigns (collectively, the “Buyer Indemnitees”) from, against, and in respect of, and to reimburse the Buyer Indemnitees for, the amount of any and all Deficiencies (as defined in Section 9.3(a)).

(b) From and after Closing, Buyer (an “Indemnifying Party”) hereby agrees to indemnify and hold harmless Seller, the directors, officers, and employees of Seller and all Affiliates of Seller, and their respective successors and assigns (collectively, the “Seller Indemnitees”) from, against, and in respect of, and to reimburse the Seller Indemnitees for, the amount of any and all Deficiencies (as defined in Section 9.3(b)).

Section 9.3 Definition of “Deficiencies.”

(a) As used in this Article IX, the term “Deficiencies” when asserted by Buyer Indemnitees or arising out of a third party claim against Buyer Indemnitees shall mean any and all losses, damages, liabilities, and claims sustained by the Buyer Indemnitees and arising out of, based upon or resulting from:

(i) any misrepresentation, breach of warranty, or any non-fulfillment of any representation, warranty, covenant, obligation, or agreement on the part of Seller contained in or made pursuant to this Agreement;

(ii) any error contained in any statement, report, certificate, or other document or instrument delivered by Seller pursuant to this Agreement;

(iii) any failure by Seller to pay or perform any obligation relating to the Stations or the Station Assets that is not expressly assumed by Buyer pursuant to the provisions of this Agreement;

(iv) any litigation, proceeding, or claim by any third party relating to the business or operations of the Stations or the Assets prior to Closing no matter when brought or made;

(v) any severance pay or other payment required to be paid with respect to any employee of the Stations prior to the First Closing; and

(vi) any and all acts, suits, proceedings, demands, assessments, and judgments, and all fees, costs, and expenses of any kind, related or incident to any of the foregoing (including, without limitation, any and all Legal Expenses (as defined in Section 9.6 below)).

(b) As used in this Article IX, the term “Deficiencies” when asserted by Seller Indemnitees or arising out of a third party claim against Seller Indemnitees shall mean any and all

losses, damages, liabilities, and claims sustained by the Seller Indemnitees and arising out of, based upon or resulting from:

(i) any misrepresentation, breach of warranty, or any non-fulfillment of any representation, warranty, covenant, obligation, or agreement on the part of Buyer contained in or made pursuant to this Agreement;

(ii) any error contained in any statement, report, certificate, or other document or instrument delivered by Buyer pursuant to this Agreement;

(iii) any failure by Buyer to pay or perform any obligation or liability relating to the Stations that is expressly assumed by Buyer pursuant to the provisions of this Agreement;

(iv) any litigation, proceeding, or claim by any third party to the extent relating to the business or operations of the Stations after the Closing Date; and

(v) any and all acts, suits, proceedings, demands, assessments, and judgments, and all fees, costs, and expenses of any kind, related or incident to any of the foregoing (including, without limitation, any and all Legal Expenses).

Section 9.4 Procedures.

(a) In the event that any claim shall be asserted by any third party against the Buyer Indemnitees or Seller Indemnitees (Buyer Indemnitees or Seller Indemnitees, as the case may be, hereinafter, the “Indemnitees”), which, if sustained, would result in a Deficiency, then the Indemnitees, as promptly as practicable after learning of such claim, shall notify the Indemnifying Party of such claim, and shall extend to the Indemnifying Party a reasonable opportunity to defend against such claim, at the Indemnifying Party’s sole expense and through legal counsel acceptable to the Indemnitees, provided that the Indemnifying Party proceeds in good faith, expeditiously, and diligently. The Indemnitees shall, at their option and expense, have the right to participate in any defense undertaken by the Indemnifying Party with legal counsel of their own selection. No settlement or compromise of any claim which may result in a Deficiency may be made by the Indemnifying Party without the prior written consent of the Indemnitees unless: (A) prior to such settlement or compromise the Indemnifying Party acknowledges in writing its obligation to pay in full the amount of the settlement or compromise and all associated expenses; and (B) the Indemnitees are furnished with a full release.

(b) In the event that the Indemnitees assert the existence of any Deficiency against the Indemnifying Party, they shall give written notice to the Indemnifying Party of the nature and amount of the Deficiency asserted. If the Indemnifying Party within a period of thirty (30) calendar days after the giving of the Indemnitees’ notice, shall not give written notice to the Indemnitees announcing its intent to contest such assertion of the Indemnitees (such notice by the Indemnifying Party being hereinafter referred to as the “Contest Notice”), such assertion of the Indemnitees shall be deemed accepted and the amount of the Deficiency shall be deemed established. In the event, however, that a Contest Notice is given to the Indemnitees within said 30-

day period, then the contested assertion of a Deficiency shall be settled by a court of competent jurisdiction in Dallas County, Texas.

(c) The Indemnitees and the Indemnifying Party may agree in writing, at any time, as to the existence and amount of a Deficiency, and, upon the execution of such agreement, such Deficiency shall be deemed established.

Section 9.5 Payment of Deficiencies. The Indemnifying Party hereby agrees to pay the amount of established Deficiencies within fifteen (15) calendar days after the establishment thereof. The amount of established Deficiencies shall be paid in cash. At the option of the Indemnitees, the Indemnitees may offset any Deficiency or any portion thereof that has not been paid by the Indemnifying Party to the Indemnitees against any obligation the Indemnitees, or any of them, may have to the Indemnifying Party.

Section 9.6 Legal Expenses. As used in this Article IX, the term “Legal Expenses” shall mean any and all fees (whether of attorneys, accountants, or other professionals), costs and expenses of any kind reasonably incurred by any person identified herein and its counsel in investigating, preparing for, defending against, or providing evidence, producing documents, or taking other action with respect to any threatened or asserted claim.

ARTICLE X

MISCELLANEOUS

Section 10.1 Termination. This Agreement may be terminated at any time prior to Closing: (a) by the mutual consent of Seller and Buyer; (b) by Buyer or Seller, if the FCC has denied the approvals contemplated by this Agreement in an order which has become Final; (c) by Buyer or Seller, if the Closing has not taken place by the Final Closing Date for reasons other than through the failure of the party seeking to terminate this Agreement to comply fully with its obligations under this Agreement; (d) by Buyer, Pursuant to Section 10.7 (Broadcast Transmission Interruption) or Section 10.8 (Risk of Loss); (e) by Buyer, if on the Closing Date, Seller has failed to satisfy the conditions set forth in Section 7.1, 7.5, 7.6; (f) by Buyer, if Seller has failed to cure a material breach of any of its representations, warranties, or covenants under this Agreement within forty-five (45) calendar days after it receives notice from Buyer of such breach; (g) by Seller, if on the Closing Date, Buyer has failed to satisfy the conditions set forth in Section 6.1 or 6.5; (h) by Seller, if Buyer has failed to cure a material breach of any of its representations, warranties or covenants under this Agreement within forty-five (45) calendar days after it receives notice from Seller of such breach.. A termination pursuant to this Section 10.1 shall not relieve any party of any liability it would otherwise have for a breach of this Agreement.

Section 10.2 Specific Performance. The parties acknowledge that each Station is of a special, unique, and extraordinary character, and that damages alone are an inadequate remedy for a breach of this Agreement. In the event of a breach or threatened breach by Seller of any representation, warranty, covenant, or agreement under this Agreement, at Buyer’s election, in addition to any other remedy available to it, Buyer shall be entitled to an injunction restraining any such breach or threatened breach and, subject to obtaining any requisite approval of the FCC, to

enforcement of this Agreement by a decree of specific performance requiring Seller to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required. Such right of specific performance or injunctive relief shall be in addition to, and not in lieu of, Seller's and Buyer's right to recover damages and to pursue any other remedies available for breach. In any action by Seller or Buyer to specifically enforce the breaching party's obligation to close the transactions contemplated by this Agreement, the breaching party shall waive the defense that there is an adequate remedy at law or in equity and agrees that the other party shall be entitled to obtain specific performance of the breaching party's obligation to close without being required to prove actual damages. As a condition to seeking specific performance, Buyer shall not be required to tender the Purchase Price as contemplated by Section 1.3 but shall be required to demonstrate that Buyer is ready, willing, and able to tender the Purchase Price as contemplated by such Section.

Section 10.3 Expenses. Each party hereto shall bear all of its expenses incurred in connection with the Subject Transactions including, without limitation, accounting and legal fees incurred in connection herewith; *provided, however*, that: (i) Seller and Buyer shall each pay one-half of the FCC attorneys' fees and FCC filing fees required to be paid in connection with the Application; (ii) Seller shall pay, and Buyer shall not have any liability or responsibility for, any sales or transfer taxes (including, without limitation, any real estate transfer taxes), arising from the transfer of the Station Assets to Buyer.

Section 10.4 Remedies Cumulative. The remedies provided in this Agreement shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other party hereto.

Section 10.5 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 Subject Transactions 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 Subject Transactions. 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.

Section 10.6 Public Announcements.

(a) Prior to the Closing Date, no party shall, without the approval of the other party hereto, make any press release or other public announcement concerning the Subject Transactions, except (i) to announce it has been entered into, and (ii) as and to the extent that such party shall be so obligated by law, in which case such party shall give advance notice to the other party and the parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.

(b) Notwithstanding the foregoing, the parties acknowledge that the rules and regulations of the FCC require that public notice of the Subject Transactions be made after the Application has been filed with the FCC. The form and substance of such public notice, shall be solely those dictated by the Communications Act or the rules and regulations of the FCC, shall be mutually agreed upon by Seller and Buyer in writing.

Section 10.7 Broadcast Transmission Interruption. If, before the Closing, the regular broadcast transmission of any Station in the normal and usual manner is interrupted for a period of two (2) consecutive hours or more, Seller shall give the prompt written notice thereof to Buyer. Buyer shall then have the right, by giving written notice to Seller, to postpone (and if necessary re-postpone) the Closing to a date that is fifteen (15) calendar days after the end of any such interruption. If regular broadcast transmission in the normal and usual manner is interrupted for a continuous period of eighteen (18) hours or more at any time prior to Closing Date, then (a) Seller immediately shall give written notice thereof to Buyer and (b) Buyer shall have the right, by giving written notice to Seller, to (i) terminate this Agreement, or (ii) postpone the Closing as provided above.

Section 10.8 Risk of Loss. The risk of loss, damage, or destruction to any of the Station Assets shall be borne by the owner of those assets at all times up to 12:01 A.M. local time on the Closing Date, and it shall be the responsibility of the owner of those assets to repair or cause to be repaired and to restore the property to its condition prior to any such loss, damage, or destruction. In the event of any such loss, damage, or destruction, the proceeds of any claim for any loss, payable under any insurance policy with respect thereto, shall be used to repair, replace, or restore any such property to its former condition, subject to the conditions stated below. In the event of any loss or damage to any of the Assets, Seller shall notify Buyer thereof in writing immediately. Such notice shall specify with particularity the loss or damage incurred, the cause thereof (if known or reasonably ascertainable), and the insurance coverage. In the event that the subject property is not completely repaired, replaced, or restored on or before the scheduled Closing Date, Buyer, at its option, may: (a) elect to postpone Closing until such time as the property has been completely repaired, replaced, or restored and rentable to Buyer (and, if necessary, Seller shall join Buyer in requesting from the FCC any extensions of time in which to consummate the Closing that may be required in order to complete such repairs); or (b) elect to consummate the Closing and accept the subject rental property in its then-current condition; or (c) terminate this Agreement.

Section 10.9 Dispute Resolution and Litigation. Disputes that cannot be resolved by negotiation shall be resolved by litigation in a state or federal court of competent jurisdiction in Dallas County, Texas. The parties agree that in the event of a lawsuit between them arising from or related to this Agreement or its performance, the prevailing party may recover a reasonable attorneys' fee and legal expenses to be determined by the court. The court shall limit such an award of reasonable legal fees and expenses to an amount proportional to the relief recovered by the prevailing plaintiff or relief against which defended by the prevailing defendant. If both parties prevail in part, the court shall have the discretion to reduce or deny any fee or expense recovery accordingly. The parties agree that the attorneys' fee clause set forth in this Agreement shall apply and that the provisions of attorney-fee-shifting statutes such as Texas Civil Practice and Remedies Code Section 38.001 shall not apply to the determination of attorneys' fee and expense issues.

Section 10.10 Application for FCC Consent. No filing shall be made regarding the licensing of radio station KHSE 700 by Buyer until the Closing occurs. Seller shall control all licensing matters regarding KHSE until the Asset Closing occurs. The Purchase Price is payable at the Asset Closing agreed to in other documentation between Seller and Buyer. Once Buyer has paid the Purchase Price in full, both parties agree to take all steps necessary, proper, or desirable to obtain the Final FCC Consent.

Section 10.11 Non-Assignable Contracts. Nothing contained in this Agreement shall be construed as an assignment or an attempted assignment of any Contract which is by law non-assignable without the consent of the other party or parties thereto, unless such consent shall be given.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 Successors and Assigns. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective representatives, successors, and assigns. Seller may not assign any of its rights or delegate any of its duties hereunder without the prior written consent of Buyer, and any such attempted assignment or delegation without such consent shall be void. Buyer may assign its rights and obligations hereunder in whole or in part without Seller's consent.

Section 11.2 Amendments; Waivers. The terms, covenants, representations, warranties, and conditions of this Agreement may be changed, amended, modified, waived, or terminated only by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later date to enforce the same. No waiver by any party of any condition or the breach of any provision, term, covenant, representation, or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation, or warranty of this Agreement.

Section 11.3 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by facsimile transmission) 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, or, if sent by facsimile communications equipment, delivered by such equipment, addressed as set forth below:

If to Seller:	John Hammond Hammond Broadcasting, LLC. 6545 Crown Forest Dr. Plano, TX 75024
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If to Buyer: Texas FM Radio, LLC
Attn: Ravi Cherukuri
3304 Essex Dr.
Richardson, TX 75082-9708

Any party may alter 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. Any such notice or communication shall be deemed to have been received (i) when delivered, if personally delivered, (ii) when sent, if sent by facsimile on any day that is not a Saturday, Sunday, legal holiday or other day on which banks in Dallas, Texas are required to be closed (each a "Business Day") (or, if not sent on a Business Day, on the next Business Day after the date sent by facsimile), (iii) on the next Business Day after dispatch, if sent by nationally recognized, overnight courier guaranteeing next Business Day delivery, and (iv) on the fifth Business Day following the date on which the piece of mail containing such communication is posted, if sent by mail.

Section 11.4 Captions; References. The captions of Articles and Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. References to an "Article" or "Section" when used without further attribution shall refer to the particular article or section of this Agreement.

Section 11.5 Governing Law. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflicts of laws.


Section 11.6 Entire Agreement. This Agreement, together with all Exhibits and Schedules attached hereto, constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and supersedes all prior agreements, understandings, inducements, or conditions, express or implied, oral or written, relating to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof. 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.

Section 11.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

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

SELLER:

HAMMOND BROADCASTING, LLC

By:  _____
John S. Hammond

Date: 8/27/2018

BUYER:

TEXAS FM RADIO, LLC

By: _____
Ravi Cherukuri

Date: _____

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

SELLER:

HAMMOND BROADCASTING, LLC

By: _____
John S. Hammond

Date: _____

BUYER:

TEXAS FM RADIO, LLC

By: _____
Ravi Cherukuri

Date: 08/27/18

Schedules

- 1.1(a) - Licenses and Authorizations
- 1.1(b) - Tangible Personal Property
- 1.1(f) - Intangible Property
- 1.3(b) - Allocation of Purchase Price
- 2.10 - Approvals and Consents

Schedule 1.1(a)
Licenses and Authorizations

KHSE 700AM (Facility ID 133464)

K281CS FM Translator 104.1FM (Facility ID 156828)

Schedule 1.1(f)
Intangible Property

None other than call sign KHSE.

Only the FCC Authorizations, and records pertaining thereto are being sold, together with the good will associated therewith, without any other property or business.

Schedule 1.3(b)
Allocation of Purchase Price

Entire Two Million Dollars are for the FCC Authorizations for KHSE (700 AM), licensed to Wylie, Texas (Facility ID 133464) and its FM Translator K281CS.

Schedule 2.10
Approval and Consents

No other consents but FCC's consent will be required for these License Transfers.

Fresh/New leases will have to be signed by and between Buyer and Park Plaza Tower, LLC for studio and between Buyer and John Hammond for Tower/Transmitter Site.