

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of April 26, 2013 between **Community Public Radio, Inc.** ("Seller"), and **Tyler Media, L.L.C.** ("Buyer").

Recitals

A. Seller is the Permittee of FM Translator K283BW ("Station"), permitted by the Federal Communications Commission ("FCC" or "Commission") to operate at Oklahoma City, Oklahoma, (FCC Facility ID No. 145901).

B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station Assets (defined below).

Agreement

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

ARTICLE 1: SALE AND PURCHASE OF ASSETS

1.1 Station Assets. On the terms and subject to the conditions hereof, at Closing (defined below), subject to Section 1.2, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller the Station Assets (the "Station Assets"), which are limited to the following:

(a) The licenses, permits and other authorizations issued to Seller by the FCC with respect to the Station (the "FCC Licenses"), that are described on *Schedule 1.1(a)* attached hereto; and

(b) Seller's Station's engineering files.

1.2 Purchase Price. The purchase price to be paid by Buyer to Seller for the Station Assets shall be the sum of **One Hundred Twenty-Five Thousand Dollars (\$125,000.00)** (the "Purchase Price").

1.3 Method of Payment. The Purchase Price shall be paid as follows:

(a) Deposit. On the date of this Agreement, Buyer shall make a cash deposit in immediately available funds in an amount equal to **Fifteen Thousand Dollars (\$15,000.00)** (the "Deposit") with John C. Trent, Esq., of the law firm of Putbrese Hunsaker & Trent, P.C. (the "Escrow Agent") pursuant to the Escrow Agreement (the "Escrow Agreement") dated as of even date herewith among Buyer, Seller and the Escrow Agent. At the closing of the transaction the Deposit will be released to Seller and shall be applied to the overall Purchase Price.

(b) Cash at Closing. The release of the Deposit shall be paid to Seller at Closing. Said total cash sum in the amount of \$125,000.00 shall be delivered to Seller *via* wire transfer (unless otherwise requested by Seller). Wire instructions will be provided to Buyer by Seller at or before the Closing.

1.4 Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the "Closing") shall take place on or before the fifth (5th) business day after the date of the initial FCC Consent.

1.5 FCC Consents.

(a) Within five (5) business days of the date of this Agreement, Buyer and Seller shall file an application with the FCC (the "FCC Application") requesting FCC consent to the assignment of the FCC Licenses to Buyer. FCC consent to the FCC Application without any material adverse conditions other than those of general applicability is referred to herein as the "FCC Consent." Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible.

(b) Buyer and Seller shall promptly notify each other and provide copies of all documents filed with or received from any governmental agency or otherwise served on it with respect to the FCC Application, this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder. Buyer and Seller each shall oppose any petitions to deny or other objections filed with respect to the FCC Application to the extent such petition or objection relates to such party.

SELLER REPRESENTATIONS AND WARRANTIES

Seller makes the following representations and warranties to Buyer:

1.6 Organization. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

1.7 Authorization. The execution, delivery and performance of this Agreement and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized and approved by all necessary action of Seller and do not require any further authorization or consent of Seller.

1.8 FCC Permit. Seller is the holder of the FCC Construction Permit BNPFT-20130327ANJ issued to the Station.

ARTICLE 2: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller:

2.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

2.2 Authorization. The execution, delivery and performance of this Agreement and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer.

ARTICLE 3: SELLER CLOSING CONDITIONS

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

3.1 Representations and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

3.2 FCC Authorization. The FCC Consent shall have been obtained.

3.3 Deliveries. Buyer shall have complied with its obligations set forth in Section 5.

ARTICLE 4: BUYER CLOSING CONDITIONS

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

4.1 Representations and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

4.2 FCC Authorization. The FCC Consent shall have been obtained Seller shall have complied with its obligations set forth in Section 5.

ARTICLE 5: CLOSING DELIVERIES

5.1 Seller Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer:

- (i) An assignment of FCC Permit; and
- (ii) Joint Instruction to Escrow Agent.

5.2 Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller:

- (i) the Purchase Price;
- (ii) Joint Instruction to Escrow Agent.

ARTICLE 6: SURVIVAL

6.1 Survival. The representations and warranties in this Agreement shall survive Closing for a period of six (6) months from the Closing Date.

ARTICLE 7: MISCELLANEOUS

7.1 Expenses. Buyer shall be responsible for the assignment costs and expenses incurred by it in connection with the preparation, filing and closing upon this Agreement.

7.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

7.3 Notices. Any notice pursuant to this Agreement shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller: Lowell Jackson, Chairman
Community Public Radio, Inc.
P.O. Box 6767
Athens, GA 30604

if to Buyer: Ty Tyler, Member
Tyler Media, L.L.C.
5101 S. Shields Blvd.
Oklahoma City, OK 73129

7.4 Amendments. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in writing.

7.5 Entire Agreement. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

7.6 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

7.7 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Oklahoma without giving effect to the choice of law provisions thereof.


7.8 Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

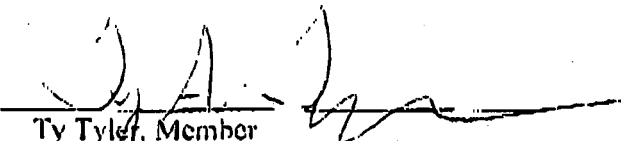
SELLER:

Community Public Radio, Inc.

By: 
Lowell Jackson, Chairman

BUYER:

Tyler Media, L.L.C.

By: 
Ty Tyler, Member