

ASSET PURCHASE AGREEMENT

THIS AGREEMENT (hereinafter "Agreement" or "APA"), is made and entered into this 31st day of May, 2019, by and among **East Texas Results Media, LLC**, a Texas limited liability company ("Seller"), **Educational Radio Foundation of East Texas, Inc.**, a Texas non-profit corporation ("Buyer"), and for the sole purpose of the Real Property (as defined herein) acquisition contemplated herein, Buyer affiliates **KLJT Tower, LLC**, a Texas limited liability company and **6102 Seawall, LLC, d/b/a KMPA Tower Company**, a Texas limited liability company (collectively, the "Buyer Affiliates").

WITNESSETH

WHEREAS, Seller, under authority of licenses issued by the Federal Communication Commission (the "FCC"), is the owner of the following commercial FM radio stations:

KLJT, Jacksonville, TX (Fac. Id. 57204)
KMPA, Pittsburg, TX (Fac. Id. 8491)
KFRO, Gilmer, TX (Fac. Id. 14755)
KZXM, Bullard, TX (Fac. Id. 170966)

collectively, the "Stations"); and

WHEREAS, Seller desires to sell and Buyer, with the Buyer Affiliates, desire to purchase the assets and rights belonging to or used or held for use in the business and operation of the Stations pursuant to the terms and conditions stated herein; and

WHEREAS, assignment of the Stations' FCC licenses as part of the sale is subject to and conditioned upon the consent of the FCC to the terms and conditions stated herein and the assignment of the FCC Licenses; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements stated herein, the parties hereto agree as follows:

1. **Assets Sold and Purchased.** On the date of the consummation of the sale and purchase contemplated hereunder (the "Closing") of this Agreement, as provided for in Section 5 below (the "Closing Date"), Seller will cause to be sold, transferred, assigned and conveyed to Buyer and the Buyer Affiliates, by appropriate instruments, and Buyer and Buyer Affiliates will purchase and assume, subject to the terms and conditions set forth herein, all of Seller's right, title and interest in all the assets, real, personal, tangible and intangible, good will, contract rights, leases and licenses of Seller (except Excluded Assets) used and/or held for use in the operation of the Stations, free and clear of all liens, claims, security interests, instruments or encumbrances, except for Permitted Liens, (collectively the "Assets") as follows:

1.1 **Licenses and Authorizations.** The Station FCC licenses and all other FCC authorizations issued to Seller, and all applications or proceedings filed by Seller that are pending at the FCC, related to the operation of the Stations, all as set forth in Exhibit 1.1 hereto

satisfaction, or to Buyer's or the Buyer Affiliates' written waiver, on or before the Closing, of each of the following conditions:

11.1 **Representations and Warranties True and Correct.** The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, except for changes permitted or contemplated by the terms of this Agreement, and all of the agreements of Seller to be performed on or prior to the Closing pursuant to the terms of this Agreement shall have been duly performed in all material respects. Such facts shall be evidenced by a certificate to that effect, delivered at Closing, and signed by an authorized officer of Seller.

11.2 **FCC Consent.** The FCC shall have consented to the assignment of the Station FCC Licenses from Seller to Buyer without any conditions materially adverse to Buyer (the "FCC Consent"), and such consent shall have become Final.

11.3 **No Injunction.** There shall not be in effect an injunction or restraining order issued by a court of competent jurisdiction in any action or proceeding against the consummation of the sale of the Assets contemplated by this Agreement.

11.4 **Closing Documents.** Seller shall deliver to Buyer at the Closing all the closing documents specified in Section 14.1, which documents shall be duly executed.

11.5 **Third-Party Consents.** Seller shall have obtained written consent to the assignment of the KZXM Tower Lease and any Station Contracts, as required.

11.6 **NCE Conversion Applications.** The grant by the FCC of applications to convert each of the Station FCC Licenses to noncommercial status (the "NCE Conversion Applications"), applications for which will be the sole responsibility and expense of Buyer, and which shall be made within five (5) business days of the filing of the Assignment Application. Pursuant to Section 73.3517(a) of the FCC's rules, Seller hereby provides Buyer with its written consent to the filing of the NCE Conversion Applications, the grant of which shall be contingent upon the grant of the Assignment Application and consummation of the transaction contemplated hereunder.

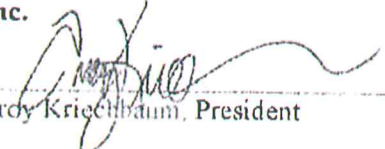
11.7 **Modification Application.** The grant by the FCC of one or more applications to obtain construction permits for the modification of any Station's FCC License (each, a "Modification Application"), the filing of which shall be at the complete discretion and sole responsibility and expense of Buyer. Pursuant to Section 73.3517 of the FCC's rules, Seller hereby provides Buyer with its written consent to the filing of any Modification Application, the grant of which shall be contingent up on the grant of the Assignment Application and consummation of the transaction contemplated hereunder.

11.8 **KFRO Tower Lease.** Buyer shall have negotiated and finalized a tower lease for Station KFRO with American Tower for execution by Buyer at the Closing, or secured other rights for the operation of KFRO's transmitting equipment from an alternative site.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

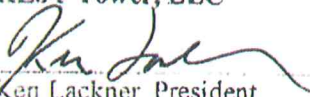
BUYER:

**Educational Radio Foundation of East Texas,
Inc.**

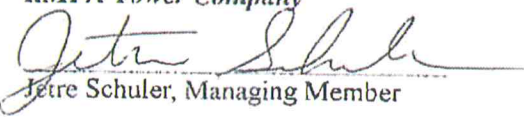

Troy Kriebbaum, President

BUYER AFFILIATES

KLJT Tower, LLC



Ken Lackner, President

**6102 Seawall, LLC d/b/a
KMPA Tower Company**


Jette Schuler, Managing Member

SELLER:

East Texas Results Media, LLC


Paul Coates, President/CEO