

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“Agreement”) is executed as of this 9th day of September, 2013 by and among Fowler Broadcast Communications, Inc. (“Buyer”), Charlotte Broadcasting, LLC (“CBL”), and Gaffney Broadcasting, Incorporated (“Seller”) (with Buyer, CBL and Seller sometimes each referred to hereinafter as a “Party” or collectively, as the “Parties”).

WHEREAS, CBL executed a Stock Purchase Agreement, dated as of July 18, 2012 (the “SPA”), by and among the Estate of Bright G. Parker, Trust A Under Item V of the Will of E. Raymond Parker dated November 17, 1989, and CBL for CBL’s acquisition of all of the outstanding stock of Seller, which holds licenses from the Federal Communications Commission (the “FCC”) for radio station WZZQ(AM) (FCC Facility ID No. 23005) (“WZZQ”), translator station W282AX (“W282AX,” and, with WZZQ, sometimes referred to individually as a “Station” or collectively as the “Stations”), and radio station WOSF(FM) (FCC Facility ID No. 23006) (“WOSF”), all licensed to Gaffney, South Carolina; and

WHEREAS, the FCC has granted its consent to the transfer of control of Seller to CBL, but that transaction has not yet been consummated; and

WHEREAS, Buyer desires to purchase from Seller certain assets related solely to the operation of the Stations, as and under the terms specified below, immediately after CBL acquires control of Seller;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements set forth herein, and of other good and valuable consideration to be paid by the Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound agree as follows:

1. Sale and Purchase.

At the Closing (as defined in Section 5 below), Seller shall sell and assign to Buyer, and Buyer shall purchase and accept from Seller, the following assets of Seller (collectively, the “Assets”), free and clear of all debts, liens and encumbrances of any type, other than Permitted Liens, but all only to the extent such assets are used solely and exclusively in the operation of the Stations:

(a) the FCC licenses and authorizations pertaining to the Stations listed on the attached Schedule 1(a) together with any renewals thereof (collectively, the “FCC Licenses”);

(b) all broadcast equipment, furniture, fixtures; all office equipment, furniture and fixtures and all vehicles listed on Schedule 1 (b) (the “Tangible Personal Property”).

(c) the Real Property used in the operation of the Stations and described on the attached Schedule 1(c) (the “Real Property”);

(d) the contracts used solely in conjunction with the business and operations of the Stations that are listed on the attached Schedule 1(d) (the "Contracts");

(e) the call letters and other intangible assets used in the operation of the Stations listed on the attached Schedule 1(e) (the "Intangible Property"); and

(f) the files, engineering data and logs solely relating to the operation of the Stations, including, without limitation, the public inspection file for WZZQ.

2. Limitations on Assets.

(a) Buyer acknowledges that Buyer is not purchasing any assets used by Seller in the operation of WOSF. To the extent any asset of Seller is necessary for the operation of the Stations and WOSF, then if such asset (i.e., data, records, employee handbooks, etc.) can reasonably be duplicated without significant expense, such asset shall be duplicated, and Buyer shall receive a duplicate of same. Any assets necessary to the operation of the Stations and WOSF that cannot be reasonably duplicated as provided above, shall remain assets of Seller and shall not be sold to Buyer pursuant to this Agreement. Except as expressly agreed to by the Seller in a writing specifically identifying any other assets, the Assets shall only consist of items used solely and exclusively in the operation of the Stations.

(b) As used herein, "Permitted Liens" shall mean liens imposed by law (such as materialman's, mechanic's, worker's, and repairman's liens) arising in the ordinary course of business and defects in title or other matters that do not materially adversely affect the use of the property in the operation of the Stations as currently operated, and the Assumed Obligations.

3. Purchase Price.

(a) The purchase price ("Purchase Price") shall be Two Hundred Twenty Five Thousand Dollars (\$225,000), as adjusted pursuant to subsection (c) below. Buyer and Seller shall mutually agree in writing to the allocation of the Purchase Price (the "Purchase Price Allocation") prior to the Closing. The Parties agree to report the purchase price and the values assigned to each asset class for federal and state income tax purposes consistent with the Purchase Price Allocation so agreed to. Further, the Parties agree to execute IRS Form 8594 (Asset Acquisition Statement under Section 1060) consistent with the Purchase Price Allocation, and each shall file said IRS Form 8594 in the tax year in which the Closing occurs.

(b) Upon execution of this Agreement, Buyer shall pay to Seller by certified check or wire transfer of immediately available funds to an account designated by Seller the sum of Twenty-Two Thousand Five Hundred Dollars (\$22,500), which shall be the deposit hereunder (the "Deposit"). At the Closing, the Deposit shall be retained by Seller as a credit against the Purchase Price. Should this Agreement be terminated prior to the Closing, the Deposit shall be distributed as set forth in Section 13 below.

(c) All expenses arising from the use and ownership of the Assets shall be prorated between Buyer and Seller as of 12:01 a.m. local time on the Closing (the "Effective Time") in

accordance with generally accepted accounting principles consistently applied. Prorated expenses shall include, without limitation, all ad valorem and other property taxes, (other than taxes arising by reason of the transfer of the Assets as contemplated hereby, which shall be paid as set forth in Section 6 of this Agreement), deposits, utility expenses, liabilities and obligations under all contracts, rents and similar prepaid and deferred items and all other expenses attributable to the ownership and operation of the Assets. To the extent not known, real estate taxes shall be prorated on the basis of taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained. Three business days prior to the Closing, Seller shall deliver to Buyer a preliminary list of any expenses to be prorated pursuant to this Section 3(c). To the extent feasible, such prorations and adjustments shall be accounted for in the computation of the balance of the Purchase Price at the Closing. Buyer and Seller shall complete the proration process within sixty (60) days after the Closing. If the pro-rated expenses exceed the pro-rated prepaid items for the period before the Effective Time, Seller shall pay such difference to Buyer at such time. If the pro-rated prepaid items exceed the pro-rated expenses for the period before the Effective Time, Buyer shall pay such difference to Seller at such time.

(d) The Purchase Price, as adjusted pursuant to the provisions hereof, shall be paid by Buyer to Seller at the Closing by certified check or wire transfer of immediately available funds to the account designated by Seller.

4. Assumption of Obligations.

At the Closing, Buyer shall assume and undertake to pay, satisfy or discharge (a) the liabilities, obligations and commitments arising or accruing on and after the Effective Time under the Contracts, and (b) except as set forth in Section 3(c) above, the liabilities, obligations and commitments arising from or relating to the ownership or holding of the Assets on and after the Effective Time (collectively, the "Assumed Obligations"). Buyer shall indemnify and hold the Seller and its affiliates harmless from the Assumed Obligations and such obligation of indemnification shall survive the Closing of the transactions contemplated by this Agreement indefinitely. At the Closing Buyer shall execute and deliver to Seller an Assumption of Liabilities Agreement in a form mutually agreeable to Buyer and Seller ("Assumption of Liabilities Agreement").

5. Closing.

Subject to satisfaction or waiver of all of the conditions set forth below in Section 9 and 10, the closing of the transactions contemplated hereby (the "Closing") shall be held at such place specified by Seller on the later of (i) the date that is ten (10) business days after the release by the FCC of the FCC's public notices of FCC grant of its consent to the assignment of the FCC Licenses from Seller to Buyer ("FCC Consent") and (ii) immediately after the closing of the transactions contemplated by the SPA.

6. FCC Application.

(a) Not later than the tenth (10th) business day after the execution of this Agreement, Buyer and Seller shall file with the FCC an application (the “FCC Application”) requesting consent to the assignment of the FCC Licenses from Seller to Buyer after the consummation of the transactions contemplated by the SPA (and with an acknowledgement from CBL), with Seller and Buyer each paying one-half the cost of the FCC filing fee, and each party bearing its own legal, accounting and other costs. Seller and Buyer shall use commercially reasonable efforts to obtain the FCC Consent as expeditiously as possible.

(b) Each of Buyer and Seller (with CBL’s cooperation) shall use commercially reasonable efforts to promptly obtain all authorizations, consents, orders and approvals of all other governmental authorities that may be or become necessary for its performance of its obligations pursuant to this Agreement, and will cooperate fully with the other Party or Parties in promptly seeking to obtain all such authorizations, consents, orders and approvals. The Parties shall cooperate with each other in opposing any petition to deny, informal objection, or other opposition to the FCC Application and in promptly responding to any request by the FCC for any information or any amendment to the FCC Application (as long as such amendment does not have a material adverse effect upon such Party or any affiliate). Each Party (as well as any affiliate of each Party) shall, except as prohibited by law, promptly provide the other Parties with copies of any and all material communications (including emails) it sends or receives from the FCC or other third party (other than a Party’s affiliates, attorneys and other representatives) relating to the FCC Application or this Agreement and permit the other Parties to review in advance any proposed material communication by such Party to the FCC. None of the Parties shall participate in any meeting with the FCC with respect to the FCC Application, or any matter related thereto, without giving the other Parties the opportunity to attend such meeting. The Parties will cooperate with each other in exchanging such information and providing such assistance as any other Party may reasonably request in connection with the foregoing and in seeking the FCC Consent.

7. Covenants, Representations and Warranties of Seller and CBL.

Seller and CBL each covenants, represents and warrants to Buyer, as follows:

(a) Organization and Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of South Carolina, and CBL is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware.

(b) Authorization and Binding Obligation. CBL is a party to the SPA, which is a valid and binding agreement to purchase all of the outstanding stock of Seller. At the Closing, Seller will have the full power and authority to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement.

(c) FCC Licenses. CBL is qualified under the Communications Act of 1934, as amended, and the FCC’s rules and policies to be the owner of Seller, and Seller is qualified to be the holder of the FCC licenses for the Stations and to own the Stations. Seller makes no representations or warranties whatsoever as to the FCC Licenses. Buyer acknowledges that its

President has served as manager of the Stations for fifteen (15) years and accordingly has been aware of the operation of the Stations due to his management of the Stations for fifteen (15) years, and has had the opportunity to conduct whatever due diligence Buyer deems necessary and Buyer accepts the FCC Licenses as issued by the FCC with whatever limitations or defects may be present.

(d) AS-IS CONDITION. THE ASSETS SOLD TO BUYER BY THIS AGREEMENT ARE SOLD ON AN AS-IS, WHERE-IS, BASIS WITHOUT ANY WARRANTY WHATSOEVER AS TO THE CONDITION OR NATURE OF THE ASSETS. BUYER HAS CONDUCTED ANY DUE DILIGENCE BUYER HAS DEEMED NECESSARY TO PERFORM AND IS AWARE OF THE CONDITION OF THE ASSETS BASED ON BUYER'S (PRESIDENT'S) POSITION AS THE GENERAL MANAGER OF THE STATIONS FOR THE PAST FIFTEEN (15) YEARS. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT AND/OR CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY.

8. Covenants, Representations and Warranties of Buyer.

Buyer covenants, represents and warrants to Seller and CBL as follows:

(a) Organization and Standing. Buyer is a corporation duly organized under the laws of the State of South Carolina.

(b) Authorization and Binding Obligation. Buyer has the full power and authority to own and operate its properties, to carry on its business as now conducted, to execute and deliver this Agreement and to perform its obligations under and to consummate the transactions contemplated by this Agreement. The execution, delivery and performance by Buyer of this Agreement have been duly validly authorized by all necessary corporate action of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the valid and binding obligation of the Buyer, enforceable against it in accordance with its terms, except as limited by law. No permits, approvals or consents of or notifications to (i) any governmental entities other than the FCC or (ii) any other persons or entities are necessary in connection with the execution, delivery and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby.

(c) Notification. Buyer shall promptly notify Seller and CBL of (i) any material adverse change in any information contained in the representations and warranties of Buyer made in this Agreement or (ii) any litigation, arbitration, or administrative proceeding pending or, to Buyer's knowledge, threatened against Buyer which challenges the transactions contemplated hereby, including any challenges to the FCC Application, and shall use commercially reasonable efforts to take such steps as may be necessary to remove any such impediment to the transactions contemplated.

(d) Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Assets under the Communications Act of 1934, as amended, and the rules, regulations, policies and procedures of the FCC. There are no facts that

would, under existing laws and the existing rules, regulations, policies and procedures of the FCC, disqualify Buyer as assignee of the FCC Licenses or as the owner and operator of the Assets. No waiver of any FCC rule or policy is necessary for the FCC Consent to be obtained. Buyer has funds available on hand or through financing commitments that will enable it to pay the Purchase Price at Closing.

(e) Litigation. There is no decree, judgment, order, claim, litigation or proceeding pending before any court, commission, or agency or, to Buyer's knowledge, threatened against Buyer which seeks to enjoin or prohibit, or which otherwise questions the validity of, any action taken or to be taken in accordance with this Agreement.

9. Conditions to Closing of Seller.

The obligation of Seller to consummate this transaction is subject to the following conditions:

(a) Delivery to Seller by Buyer of the Purchase Price as provided in Section 3 herein.

(b) The representations and warranties of Buyer shall be true and correct in all material respects as of the Closing with the same force and effect as if made on and as of the Closing.

(c) FCC Consent.

(d) The sale of Seller to CBL pursuant to the SPA shall have been consummated in accordance with the terms and conditions of the SPA. Neither Seller and its affiliates nor CBL shall have any liability to Buyer of any nature under this Agreement if the transactions under the SPA are not consummated for any reason.

(e) Buyer shall have performed in all material respects all its covenants and undertakings set forth herein.

(f) Buyer shall deliver to Seller all of the Closing documents required by this Agreement or reasonably necessary for the consummation of this Agreement, all of which documents shall be dated as of the date of the Closing duly executed, in a form reasonably acceptable to Seller.

(g) Buyer shall have delivered to Seller the signed Allocation of Purchase Price and the signed Assumption of Liabilities Agreement.

10. Conditions to Closing of Buyer.

The obligation of Buyer to consummate this transaction is subject to the following conditions:

(a) The representations and warranties of Seller and CBL shall be true and correct in all material respects as of Closing with the same force and effect as if made on and as of the date of the Closing.

(b) Seller and CBL shall have performed in all material respects all their respective covenants and undertakings set forth herein.

(c) FCC Consent.

(d) As of the Closing, no claim, action, suit or proceeding concerning the Assets or seeking to enjoin, restrain, or prohibit the consummation of this transaction shall be pending before any state, local or federal court, the FCC or any other governmental agency or authority.

(e) Seller shall deliver to Buyer all of the Closing documents required by this Agreement, or reasonably necessary for the consummation of this Agreement, all of which documents shall be dated as of the date of the Closing, duly executed, in a form reasonably acceptable to Buyer.

11. Survival of Covenants, Representations and Warranties.

Except as expressly provided herein, the covenants, representations and warranties in this Agreement shall terminate on the date of the Closing.

12. Risk Of Loss.

If any material portion of the Assets are lost, damaged, or destroyed prior to the Closing Date, either Seller or Buyer may terminate this Agreement upon written notice to the other Party; provided, however, that Buyer may accept the Assets irrespective of any lost, damaged, or destroyed portion of the Assets, and close under this Agreement.

13. Termination and Remedies.

This Agreement may be terminated by Buyer if Seller or CBL is in material default under this Agreement, or if Seller refuses to close at the time provided for herein despite the satisfaction of all conditions of Closing set forth herein, and by Seller if Buyer is in material default under this Agreement, or if Buyer refuses to close at the time provided for herein despite the satisfaction of all conditions of Closing set forth herein; provided, that (i) such default has not been cured within thirty (30) days of the receipt of written notice of such default, and (ii) the terminating Party is not in default. Further, if the Closing has not occurred within twelve (12) months of the date of this Agreement, either Seller or Buyer, provided that such Party is not in default, may terminate this Agreement upon twenty (20) days written notice to the other Party. In the event of termination due to a default of Buyer, Seller shall be entitled to retain and claim as its sole and exclusive remedy the Deposit as liquidated damages, which is not a penalty but a reasonable estimate of the damages (which would otherwise be difficult, if not impossible, to quantify) that would be incurred by Seller by such termination. In the event of termination due to (i) a default of Seller or (ii) the expiration of twelve (12) months from the date of this

Agreement, Buyer shall be entitled to a refund of the Deposit plus interest at the rate of interest paid by Seller's bank on money market accounts as Buyer's sole and exclusive remedy.

14. Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties. This Agreement and the instruments to be signed at the Closing may not be transferred, assigned or sold by Buyer except to an entity controlled by Buyer or under common control with Buyer, or to another entity with the written consent of Seller, which consent will not be unreasonably withheld, and provided (a) that Buyer remains responsible for all of the obligations and liabilities as a Buyer under this Agreement, (b) that the assignee shall assume all of Buyer's obligations and liabilities hereunder in writing and (c) that such assignment shall not delay or prevent the FCC Consent nor the Closing. Seller or CBL may assign its rights and obligations under this Agreement to any party or parties to which Seller or CBL transfers substantially all of assets (other than the Assets) and/or its rights under the SPA.

15. Construction.

This Agreement shall be construed under the laws of the State of South Carolina without regard to its principles of conflicts of law.

16. Notices.

Any notice or other communications under this Agreement shall be in writing and addressed as follows:

(a) To Seller:

Gaffney Broadcasting, Incorporated
Richard G. Kinard, President
58 Lake Forest Drive
Greenville, South Carolina 29609-5038

With Copies to:

Robert E. August, Esq.
Merline & Meacham, P.A.
Post Office Bo 10796
Greenville, South Carolina 29603

(b) Charlotte Broadcasting, LLC
(and Seller after consummation of the SPA)
c/o Chief Administrative Officer
Radio One, Inc.
1010 Wayne Avenue, 14th Floor
Silver Spring, Maryland 20910

With copies to:

Linda Vilardo, Vice President
Charlotte Broadcasting, LLC
c/o Radio One, Inc.
1010 Wayne Avenue, 14th Floor
Silver Spring, Maryland 20910

(c) To Buyer:

Dennis G. Fowler, President
Fowler Broadcast Communications, Inc.
117 Sheraton Loop
Gaffney, South Carolina 29341

With copies to:

Joseph L. Mathis
Saint-Amand, Thompson, & Mathis LLC
210 South Limestone Street, Suite 1
Gaffney, South Carolina 29340

Notice shall be deemed to have been given on the date of receipt at the foregoing addresses by Express Mail or use of overnight/same day delivery service.

17. Miscellaneous.

(a) Each Party shall keep confidential all information obtained with respect to the other Parties in connection with this Agreement, except where such information is known or available through other lawful sources or where its disclosure is required in accordance with applicable law. If the transactions contemplated hereby are not consummated for any reason, Buyer, CBL and Seller shall return to the other, without retaining a copy thereof, any schedules, documents or other written information, including all financial information obtained from the other in connection with this Agreement and the transactions contemplated hereby. If the transactions contemplated herein are not consummated for any reason, Buyer, CBL and Seller shall not use any such information, directly or indirectly, in competition with each other.

(b) Seller, CBL and Buyer shall cooperate and take such actions, and execute such other documents at the Closing or subsequently as may be reasonably requested by any other Party in order to carry out the provisions and purposes of the Agreement.

(c) Seller and CBL shall give prompt notice to Buyer and Buyer shall give prompt notice to Seller and CBL, of (i) the occurrence or failure to occur of any event that would be likely to cause any of their respective representations and warranties contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date hereof to the date of

the Closing and (ii) any failure on their parts to comply with or satisfy in any material respect any covenant, condition or agreement to be compiled with or satisfied by either of them under this Agreement.

18. Agreement Complete; Amend in Writing.

This Agreement contains all the terms agreed upon by the Parties with respect to the subject matter of the Agreement, and supersedes all prior agreements and understandings and documents as to Stations and the Assets. This Agreement may not be amended except in writing signed by all Parties.

19. Counterparts.

This Agreement may be executed in counterparts, and all counterparts shall collectively be deemed one and the same document. Signatures delivered by facsimile or by email shall be deemed original signatures for all purposes.

20. Headings.

Section headings are provided for convenient reference only and do not modify the text of the paragraphs to which they relate.

[Remainder of page intentionally blank-Signature page follows]

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

Seller: GAFFNEY BROADCASTING, INCORPORATED

By: Richard G. Kinard
Richard G. Kinard, President

Buyer: FOWLER BROADCAST COMMUNICATIONS, INC.

By: Dennis G. Fowler
Dennis G. Fowler, President

CBL: CHARLOTTE BROADCASTING, LLC

By: Linda Vilardo
Linda Vilardo, Vice President