

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of this 20th day of January, 2016, between Community Broadcasters, LLC ("Seller") and 2B Productions, LLC ("Buyer").

Recitals

A. Seller holds a license ("FCC Licenses") for FM Translator W255BD, Darlington, SC (FCC Facility ID No.142031) (the "Station") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC").

B. The FCC has announced that it will open on January 29, 2016, a special window ("Filing Window") for the filing of applications seeking modification of FM translator authorizations so that an FM translator station may be relocated up to 250 miles from its authorized site. Seller's Station qualifies for relocation for use with Buyer's Class D Station WTI(AM), Concord, NC. The parties will, at the appropriate time, take all reasonable steps to modify the FCC Licenses so that the FM translator may operate from the antenna structure located at North latitude 35° 24' 43"; West longitude 80° 36' 42" (NAD27), with antenna center of radiation at 54 meters above ground (237 meters above mean sea level), utilizing an antenna of Buyer's designation with at least 250 watts effective radiated power (the "Buyer's Site")

C. 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 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: PURCHASE OF ASSETS

1.1. Assets. On the terms and subject to the conditions hereof, at the Closing (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, the following assets (the "Assets"): all right, title and interest of Seller in and to all assets used or useful in the operation of the Station as will be agreed upon by the parties and all licenses, permits, other authorizations issued to Seller by the FCC and the equipment with respect to the Station as listed on *Schedule 1.1* (the "FCC Licenses & Equipment"), including any renewals or modifications thereof between the date hereof and Closing. The Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances.

1.2. No Assumption of Obligations. Buyer is not assuming any obligations of Seller.

1.3. Purchase Price. In consideration for the sale of the Assets to Buyer, Buyer shall pay Seller the total sum of Ninety Thousand Dollars (\$90,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) Simultaneous with the execution of this Agreement, Buyer is depositing with Seller's counsel to be held in its IOLTA trust account the amount of Nine Thousand Dollars (\$9,000.00) ("Earnest Money Deposit").

(b) On the Closing Date, Buyer shall pay Seller the remainder of the Purchase Price by certified check or wire transfer of immediately available funds (at Buyer's election). (For purposes of clarification, the remainder will be the sum of Eighty-One Thousand Dollars (\$81,000.00)).

1.4. Closing. The consummation of the sale and purchase of the Assets provided for in this Agreement (the "Closing") shall take place on or before the fifth (5th) business day after the later of (a) the date of the FCC Assignment Consent pursuant to the FCC's initial order (or, in the event an adverse petition is filed against the Assignment Application, on such later day after FCC Assignment Consent as Buyer and Seller may mutually agree, subject to the satisfaction or waiver of the conditions set forth in Articles 3 or 4 below). The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.5. FCC Matters.

(a) Assignment Application. On January 29, 2016, Buyer and Seller shall file an application with the FCC (the "FCC Assignment Application") requesting FCC consent to the assignment of the FCC Licenses to Buyer. FCC consent to the FCC Assignment Application without any material adverse conditions, other than those of general applicability, is referred to herein as the "FCC Assignment Consent." Buyer and Seller shall diligently prosecute the FCC Assignment Application and otherwise use their commercially reasonable efforts to obtain the FCC Assignment Consent as soon as possible.

(b) Cooperation. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to 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.

1.6 Control of Station Pending Closing. Notwithstanding anything herein to the contrary, at all times, Seller shall have control over the Station prior to the Closing, including, but not limited to, the absolute rights to review and reject any material to be transmitted over its facilities which Seller in its sole discretion deems undesirable or inappropriate.

ARTICLE 2: REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Joint Covenants. Each of Buyer and Seller represents, warrants, and covenants that (a) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions hereof; and (b) the execution, delivery and performance of this Agreement does not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound.

2.2 Seller's Covenant. As of the date hereof, Station is operating in material compliance with the FCC's rules and Seller's FCC Licenses. Between the date hereof and Closing, except as permitted by this Agreement or with the prior written consent of Buyer, which shall not be unreasonably withheld, delayed or conditioned, Seller shall not materially adversely modify, and shall in all material respects maintain in full force and effect, the FCC Licenses. Seller shall execute and deliver to Buyer its written permission in the form of Schedule 2.2 attached, so that, on January 29, 2016 (the day the FCC opens the Filing Window) Buyer may file a contingent application ("Modification Application") to modify the License so that the Station may operate from Buyer's Site on an available FM Channel of Buyer's selection (Channel 252 preferred) with effective radiated power ("ERP") of at least 0.250 kW and center of radiation of the Station's antenna no lower than 54 meters above ground level ("Permit Parameters"). Should another application be filed in the Filing Window by a third party that creates a condition of mutual exclusivity with the use of the Permit Parameters, subject to FCC rules and policies, Buyer is authorized to file an amendment to the Modification Application to propose operation of the FM translator on a different operating channel with the Permit Parameters, or with other modifications to the Permit Parameters as necessary. The Earnest Money Deposit shall be refundable only if the FCC does not approve the Assignment Application or the Modification Application despite use of good faith efforts by both Seller and Buyer to obtain grant of the Assignment Application and the Modification Application, including as necessary any reasonable amendment of those applications.

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, and the covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects.

3.2. Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

3.3. FCC Authorization. The FCC Assignment Consent pursuant to the FCC's initial order shall have been obtained unless an adverse petition has been filed against the FCC Assignment Application, in which case the Seller shall have the option of closing after the order granting the FCC Assignment Consent shall have become a Final Order. If the Closing occurs

prior to receipt of a Final Order (*i.e.*, an order of the FCC which is not subject to or the subject of reconsideration or review by the FCC or any court), the parties shall, at closing execute and exchange an “Unwind Agreement,” whereby, upon rescission of the FCC Assignment Consent, the parties will take all reasonable steps to place themselves in the *status quo ante* to the Closing.

3.4. Deliveries. Buyer shall have complied with its obligations set forth in Section 5.2.

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, and the covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all material respects.

4.2. Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

4.3. FCC Authorization. The FCC Assignment Consent pursuant to the FCC’s initial order shall have been obtained, unless an adverse petition has been filed against the FCC Assignment Application, in which case the Buyer shall have the option of closing after the order granting the FCC Assignment Consent shall have become a Final Order. The Permit shall have been issued and in full force and effect, without any material adverse conditions, permitting the construction of an FM Translator station at the Buyer’s Site operable in compliance with the Permit Parameters specified in Section 2.2 hereof, as such Permit Parameters may be reasonably modified consistent with Section 2.2.

4.4. Deliveries. Seller shall have complied with its obligations set forth in Section 5.1.

ARTICLE 5: CLOSING DELIVERIES

5.1. Seller Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer a Bill of Sale covering the tangible Assets conveyed and an assignment of FCC authorizations assigning the FCC Licenses (as they may have been modified) from Seller to Buyer.

5.2. Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller the balance of the Purchase Price in accordance with Section 1.3 hereof.

ARTICLE 6: INDEMNIFICATION AND TERMINATION

6.1 Indemnification. Neither party shall be entitled to indemnification pursuant to this Agreement.

6.2. Termination. This Agreement may be terminated prior to Closing (a) by mutual written consent of Buyer and Seller or by written notice of Seller to Buyer or Buyer to Seller if Closing does not occur by the date one year after the date of this Agreement.

ARTICLE 7: MISCELLANEOUS

7.1. Expenses. Except as otherwise provided in Section 1.5(a), Section 2.2 and this Section 7.1, each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. All fees and charges applicable to the FCC Assignment Consent shall be split by Buyer and Seller; all fees and charges applicable to any requests for modification pursuant to Section 1.5(a) hereof shall be the sole responsibility of Buyer. Buyer shall be solely responsible for all engineering fees, governmental taxes, and/or fees and charges applicable to the transfer of the Assets under this Agreement. Each party warrants and represents that no commission, brokerage fee, advisory fee or other similar payment is or will be due to any third party as a result of any agreement or action of it or any party acting on its behalf in connection with this Agreement or the transactions contemplated hereby. Seller shall provide to Buyer a copy of any adverse pleadings or comments filed concerning the applications contemplated in Section 1.5(a) and 2.2 hereof and permit Buyer's counsel to assist in the defense of such applications.

7.2. Further Assurances. After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

7.3. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

7.4. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller:	Community Broadcasters, LLC 199 Wealtha Avenue Watertown, NY 13601 Attention: James L. Leven
with a copy (which shall not constitute notice) to:	Fletcher, Heald & Hildreth, PLC 1300 North 17 th Street 11 th Floor Arlington, VA 22209-3801 Attention: Daniel Kirkpatrick, Esq. Email: kirpatrick@fhhlaw.com
if to Buyer:	2B Productions, LLC 2719 Crenshaw Court Salisbury, NC 28144

Attention: William Graham, Esq.

with a copy (which shall not constitute notice) to:

Smithwick & Belendiuk, P.C.
5028 Wisconsin Avenue, NW
Suite 301
Washington, DC 20016
Attention: Gary S. Smithwick, Esq.
Facsimile: (202) 363-4266
Email: gsmithwick@fccworld.com

7.5. Amendments. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

7.6. Entire Agreement. This Agreement (including the Schedules hereto) 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, except any confidentiality agreement among the parties with respect to the Station, which shall remain in full force and effect. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

7.7. 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.

7.8. No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

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

7.10. 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 FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER: **2B PRODUCTIONS, LLC**

By: 
Name: William Graham
Title: Managing Member

SELLER: **COMMUNITY BROADCASTERS, LLC**

By: _____
Name:
Title: President


SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER: **2B PRODUCTIONS, LLC**

By: _____
Name: William Graham
Title: Managing Member

SELLER: **COMMUNITY BROADCASTERS, LLC**

By:  _____
Name: JAMES L. LEVEN
Title: President

Schedule 1.1

FCC Licenses and Equipment

License for FM Translator W255BD, Darlington, SC (FCC Facility ID No. 142031), expiring December 1, 2019. (FCC File No. BLFT-20100415AAA.) Seller is conveying to Seller the antenna used by Station, free of all liens and encumbrances.

Schedule 2.2


Attached

**PERMISSION TO FILE
CONTINGENT APPLICATION**

Pursuant to Section 73.3517 of the FCC's Rules, Community Broadcasters, LLC, licensee of FM Translator W255BD, Darlington, SC, hereby grants its permission to 2B Productions, LLC, to file an application for minor change to W255BD's facilities contingent upon the grant and consummation of an application for consent to assignment of license of W255BD to 2B Productions, LLC.

Date: 1/21/2016

COMMUNITY BROADCASTERS, LLC

By: 
Name: JAMES L. LEVEN
Title: PRES./CEO