

LOCAL MARKETING AGREEMENT

This Local Marketing Agreement (the "LMA") dated as of August 18, 2020 (the "Effective Date"), is entered into by and between Giving Hope 2U, LLC, a Virginia limited liability company ("Licensee") and holder of the Federal Communications Commission licenses ("FCC Licenses") for AM commercial radio station WMTA, Central City, KY (Fac. Id. 18947) (the "Station"), and Custom Voice Media, a Tennessee General Partnership ("Broker").

WHEREAS, Licensee requires programming for the Station, and desires to obtain such programming through this LMA.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:

WITNESSETH:

1. Local Marketing Agreement.

1.1 Program Time: Licensee agrees to make the broadcasting transmission facilities of the Station (the "Station Facilities"), available to Broker commencing at 12:01 a.m. on October 1, 2020 (the "Commencement Date"), for the broadcast of Broker's programs (the "Programs") twenty-four hours a day, seven days a week, except as otherwise provided herein. The Programs shall follow an entertainment format, which may include any lawful content, including without limitation, music, sports, news, public service, promotions, contests, and advertisements. Broker may use and originate the Programs from Licensee's studios and shall be solely responsible for the cost and expense of obtaining the Programs. Licensee may, but shall not be required to, utilize and include in its Programs any programming currently airing on the station pursuant to certain Licensee affiliation agreements. Broker may sell program time and advertising on the Station, and shall be entitled to retain all advertising, programming revenues or other revenues generated by (i) Broker's program time and advertising, and, (ii) subject to the payment by Broker to Licensee of the amounts due on Schedule A, advertising and program time sold by Licensee prior to the Commencement Date but aired on the Station during the Term. Except as otherwise provided in this LMA, Broker shall not be responsible for any liabilities of Licensee arising prior to or during the LMA. Notwithstanding the programming right granted to Broker herein, Licensee may set aside up to two hours per broadcast week on the Station at a mutually agreed time for the broadcast of programming produced and/or selected by Licensee.

1.2 FCC Licenses. The Station operates in accordance with, and Licensee's obligation to make the Station Facilities available to Broker extends to and includes the Station transmissions under authority of and in accordance with the parameters specified in, the FCC Licenses, including without limitation, BR-20120321AEH. Throughout the term of this LMA, Licensee shall (i) maintain the validity of the FCC Licenses, including without limitation timely filing, prosecuting and obtaining required renewals of same, (ii) make the Station and all related equipment available to Broker for operation with the maximum authorized facilities, and (iii) remain qualified in all respects to be FCC licensee of the Station.

2. Payments. During the Term, Broker hereby agrees to pay the amounts set forth in *Schedule A* attached hereto. Payment for any partial period during the Term shall be calculated on a pro-rata basis using the number of days in the applicable partial period.

3. Term; Termination. The term of this LMA shall begin on the Commencement Date and continue until September 30, 2021 unless extended in writing by Licensee and Broker or earlier terminated pursuant to its terms (the "Term"). This LMA may be earlier terminated (a) if it is declared invalid or illegal in whole or substantial part by a final order or decree of an administrative agency or court of competent jurisdiction and the parties are unable, after negotiation in good faith, to modify this LMA to comply with applicable law, (b) by the mutual consent of both parties, (c) if there is a change in FCC rules, policies or precedent that would cause this LMA to be in violation thereof and the parties are unable, after negotiating in good faith, to modify this LMA to comply with the change in FCC rules, policies or precedent, and (d) as otherwise set forth herein. In the event of any termination, all amounts accrued or payable by Broker to Licensee up to the date of termination or expiration which have not been paid shall immediately become due and payable.

4. Programs. Broker shall furnish or cause to be furnished the artistic personnel and material for the Programs provided pursuant to this LMA, and each Program shall be rendered and delivered suitable and ready for broadcast in a manner satisfactory to Licensee. At the request of Licensee, Broker shall provide complete copies of the program schedule. Broker agrees that each Program shall be broadcast in conformity with the regulations and restrictions set forth on **Attachment I** hereto, which are an integral part of this LMA.

5. Foreign Language Programs. In the event that any Programs or parts or portions thereof contain, or are broadcast in, any languages other than English, Licensee shall have the right to retain, at Broker's expense, one or more interpreters, as circumstances may require, who are fluent in English. The interpreter(s) shall monitor the Programs or parts or portions thereof, which contain the foreign language and, at the request of Licensee shall provide Licensee, as Licensee may request, either accurate digests or transcripts of the Programs or parts or portions thereof that contain the foreign languages.

6. Responsibility for Employees and Expenses.

6.1 Broker: Broker shall employ and be responsible for the salaries, taxes, insurance, benefits and related costs for all personnel used in the production and delivery of the Programs and the sale of broadcast time or advertising related thereto. Broker shall pay all costs of delivering the Programs to the Station Facilities.

6.2 Licensee: Licensee shall be responsible for employment of employees adequate to operate and manage the Station Facilities at all times, including the capacity to perform routine or emergency engineering functions ("Station Personnel"). Licensee shall be responsible for compliance with FCC rules, regulations and policies during the Term. Subject to the payment pursuant to Schedule A hereto, Licensee will be responsible for the salaries, taxes, insurance, benefits and related costs of the Station Personnel, and any operating expenses of the

Station. Whenever on the Station premises, all personnel, whether employed by Licensee or Broker, shall be subject to the supervision and the direction of the Broker, and in agreeance with the Licensee

7. Operation of Station.

7.1 Facilities/Technical Matters: Subject to the payment pursuant to Schedule A hereto, Licensee shall be responsible for the maintenance and operation of the Station transmission systems and all real property associated therewith. Licensee shall make the Station transmitter and other broadcast equipment, transmitter building and tower reasonably available to Broker, at no additional charge, for placement of any equipment Broker reasonably deems necessary to allow it to broadcast the Programs on the Station. Upon receipt of the Programs at the Station's transmitter facility, Licensee shall transmit the Programs on the Station's digital channels over-the-air via the Station transmitter, at the parameters authorized in the Station's current FCC Licenses.

7.2 Streaming: Should Broker choose to stream the Station on the Internet, Broker shall obtain in Licensee's name, at Broker's sole cost and expense, all required streaming licenses.

7.3 Licensee Regulatory Responsibility: Licensee shall be responsible for the Station compliance with all applicable provisions of the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC, including all technical regulations governing operation of the Station. Licensee shall maintain all licenses, permits, and other authorizations as are necessary for the operation of the Station in full force and effect during the Term, unimpaired by any acts or omissions of Licensee.

7.4 Licensee Control: Notwithstanding anything to the contrary in this LMA, Licensee certifies that under this LMA it will maintain ultimate control over the Station Facilities and right to take any actions necessary for compliance with the laws of the United States, the State of Kentucky, and the rules, regulations, and policies of the FCC, including the prohibition of unauthorized transfer of control.

- (a) Licensee acknowledges and concurs with Broker's intention to rebrand the WMTA moniker from Sunny Radio to Star 107.3 FM. As well, programming planned by Broker has been reviewed and approved by the Licensee.

7.5 Programming: During the term of this LMA, Broker will be solely responsible for ascertaining issues of community importance for the Station, addressing such issues through its own programming, and preparing the quarterly listings of significant community issues and responsive programming. Licensee will be solely responsible for maintaining the Station logs and political and public inspection files, and for filing all necessary reports with the FCC. Broker shall insert proper station identification announcements and Emergency Alert System announcements and tests into Broker's Programs at such times as

required by the FCC's rules. Broker shall, subject to the ultimate supervision of Licensee, deliver to the Station, such records and information about the Programs required by the FCC to be placed in the public inspection files of the Station, including without limitation descriptions of programs addressing issues facing the communities served by the Station, and those pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1940 and 73.3526 of the FCC's rules. Licensee shall have ultimate responsibility for ensuring compliance with the rules, regulations and policies of the FCC, as announced from time to time, including those with respect to the carriage of political advertisements and programming (including, without limitation, the rights of candidates to "equal opportunities," "lowest unit charge" and reasonable access). Licensee does not by this LMA or otherwise acquire any right, title or interest in or to any of the Programs. All such rights shall remain with and be held by Broker or other owners of the Programs.

8. Special Events. Licensee reserves no right in its discretion to preempt one or more of the broadcasts of the Programs

9. Condition of Broadcast Equipment. In conjunction and coordination with Broker, Licensee shall maintain all equipment necessary for broadcasting by the Station at Licensee's expense in operating condition and in compliance in all material respects with the applicable rules and regulations of the FCC.

10. Force Majeure. Any failure or impairment of facilities or any delay or interruption in broadcasting the Programs, or failure at any time to furnish facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof or force majeure or due to causes beyond the control of Licensee, shall not constitute a breach of this LMA and Licensee will not be liable to Broker with respect to facilities that failed or were impaired or not furnished.

11. Payola/Sponsorship Identification. Broker agrees that neither Broker nor its employees will accept any compensation or any kind of gift or gratuity of any kind whatsoever, regardless of its value or form including, but not limited to a commission, discount, bonus, materials, supplies or other merchandise, services, or labor, whether or not pursuant to written contracts or agreements between Broker and merchants or advertisers, unless the payer is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements.

12. Compliance with Law. The parties agree that throughout the term of this LMA each party will comply with all laws and regulations applicable in the conduct of Licensee's business, or otherwise use its best efforts to immediately come into compliance with such laws and regulations.

13. Insurance.

(a) Broker. Broker will obtain and maintain throughout the term of this LMA insurance with responsible and reputable insurance companies or associations covering all risks associated with the broadcast of the Programs to the public and use by Broker of the Station

Facilities, (including fire and other risks insured against by extended coverage, public liability insurance, insurance for claims for personal injury or death or property damage, insurance for claims for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the Programs furnished by Broker, and such other insurance as may be required by law) and in such amounts and on such terms as is conventionally carried by broadcasters operating television stations with facilities comparable to those of the Station. With respect to such insurance, Broker shall provide Licensee with a certificate of insurance listing Licensee as an additional insured thereon. Any insurance proceeds received by Licensee in respect of property damaged by Broker will be used to repair or replace such property so that the operation of the Station conforms to this LMA.

(b) Licensee. Licensee shall maintain full replacement value insurance with respect to the Station's technical equipment and in the event of any loss or damage to such property, Owner shall use the proceeds of any applicable insurance policies to replace, restore, or repair the lost or damaged property as promptly as practicable in a manner such that the continued operation of the Station will conform to this LMA.

14. Indemnification; Warranty. To the extent not covered by Broker's insurance policies, Broker will indemnify and hold Licensee harmless against liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the Programs furnished by Broker, or failure to furnish records or information required to be supplied by Broker under Section 7.4 above. Further, Broker warrants that the broadcasting of the Programs will not violate any rights of others and Broker agrees to hold Licensee harmless from any and all claims, damages, liability, costs and expenses, including attorney fees, arising from the production and/or broadcasting of the Programs or for failure of Broker to discharge any obligations arising under this LMA. Licensee reserves the right to refuse to broadcast any and all Programs containing matter which is, or in the reasonable opinion of Licensee may be, or which a third party claims to be violative of any right of theirs. To the extent not covered by Licensee's insurance, Licensee will indemnify and hold Broker harmless against any and all claims, damages, liability, costs, and expenses, including attorney fees, arising from advertising or programs sold by Licensee but aired on the Station after the Effective Date, or arising from Licensee's failure to fulfill any of its obligations under this LMA. The parties' obligation to hold each other harmless against the liabilities specified above shall survive any termination of this LMA.

15. Events of Default. The following shall, after the expiration of the applicable cure periods, constitute Events of Default under this LMA:

15.1 Non-Payment. Broker's failure to timely pay the consideration provided for in Section 2 and Schedule A hereof.

15.2 Default in Covenants. Broker's or Licensee's default in the observance or performance of any material covenant, condition, or agreement contained herein.

15.3 Breach of Representation. Any breach of a material representation or warranty herein made by either party, or in any certificate or document furnished to the other party pursuant to the provisions hereof, which shall prove to have been false or misleading in any material respect as of the time made or furnished.

15.4 Cure Periods. An Event of Default shall not be deemed to have occurred until ten (10) business days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured, would constitute an Event of Default and specifying the actions necessary to cure within such period. Except for default due to nonpayment of consideration by Broker, this period shall be extended by the non-defaulting party for a reasonable period (not exceeding 30 days) if the defaulting party is acting in good faith to cure and such delay is not materially adverse to the non-defaulting party.

15.5 Termination Upon Default. In the event of the occurrence of an Event of Default, if Broker is the defaulting party, Licensee shall be under no further obligation to make available to Broker any further broadcast time or broadcast transmission facilities and may terminate this LMA, and all amounts accrued or payable to Licensee up to the date of termination which have not been paid shall immediately become due and payable.

16. No Joint Venture. The parties hereto expressly agree that the relationship between them hereunder is that of two principals dealing with each other as independent contractors subject to the terms and conditions of this LMA. At no time, past, present or future, shall the relationship of the parties herein be deemed or intended to constitute an agency, partnership, joint venture, or a collaboration for the purpose of sharing any profits or ownership in common. Neither party shall have the right, power or authority at any time to act on behalf of, or represent, the other party, but each party hereto shall be separately and entirely liable for its own debts in all respects, except as expressly set forth herein. Except as expressly permitted herein, Broker shall at no time link or associate itself with, or represent itself to be, the licensee or owner of the Station. Broker shall have no right or license to use Licensee's or its affiliates names, trademarks, copyrights, brands, or any Licensee intellectual property in association with the Programs or its business activities. Broker may use the Station's call letters to identify the Programs broadcast outlet to third parties, and for purposes of identifying the Station in accordance with FCC regulations.

17. Representations. Licensee and Broker represent and warrant as follows:

(a) each is legally qualified, empowered, and able to enter into this LMA, and that each has had the benefit of advice of counsel with respect thereto;

(b) in accordance with Section 73.3555(j) of the FCC's rules, Licensee certifies that it maintains ultimate control over the Station facilities, including specifically control over Station finances, personnel and programming; and

(c) the entering into of this LMA does not violate the FCC's multiple ownership rules, and the LMA complies with the provisions of paragraphs (b), (c), and (d) of Section 73.3555 of the Commission's rules.

18. Modification and Waiver. No alteration, modification, change, or waiver of any provision of this LMA shall in any event be effected unless the same shall be in writing and executed by both parties, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

19. No Waiver; Remedies Cumulative. No failure or delay on the part of Licensee or Broker in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Licensee and Broker herein provided are cumulative and are not exclusive of any right or remedies which it may otherwise have.

20. Station Call Letters. Unless required by law or final action of a court, agency or other governmental authority to cease using the Station current call letters, Licensee agrees to maintain such call letters during the Term. At any time during the Term, Licensee agrees, upon request from Broker, to consider changing the call letters of the Station and in connection therewith to consider suggestions for new call letters from Broker. Licensee shall have absolute control and discretion over whether to change the Station call letters based on Broker's request. Broker agrees to be responsible for all costs and expenses of Licensee in applying for and obtaining new call letters requested by Broker.

21. Construction. This LMA shall be construed in accordance with the laws of the State of Kentucky, without giving effect to the conflict of law provisions thereof, and the obligations of Licensee hereunder are subject to the terms of the FCC Licenses held by Licensee and to all federal, state, county, or municipal laws or regulations now or hereafter in force and to the regulations of all commissions, including the FCC or other governmental bodies or authorities presently or hereafter to be constituted.

22. Headings. The headings of the provisions for this LMA are included for convenience only, and no such heading shall in any way alter the meaning of any provision.

23. Counterpart Signature. This LMA may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto; notwithstanding that the parties are not signatory to the original or the same counterpart. This LMA shall be binding when the executed counterparts are exchanged by the parties.

24. Notice. Any notice required hereunder shall be in writing and any payment, notice or other communications shall be deemed given when delivered personally, or mailed by certified mail (postage prepaid, with return receipt requested) or by Federal Express or other overnight courier, and addressed as follows:

If to Licensee: Giving Hope 2U, LLC
8110 Old Oaks Drive
Springfield, VA 22152
ATTN: Richard Benham

With a Copy to: Joseph C. Chautin, III, Esq.
Hardy, Carey, Chautin & Balkin, LLP
1080 W. Causeway Approach
Mandeville, LA 70471

If to Broker: Custom Voice Media GP
4048 Cannonsgate Lane
Murfreesboro, TN 37128
ATTN: Michael and Casey Davis

25. Alternate Addresses. Notice, as provided by this Section, may be given to any other person or party, as any party hereto may in the future designate in writing, upon due notice to the other party.

26. Date of Notice, Action. The date of such notification or communication shall be deemed to be (a) if personally delivered, the date of delivery, (b), if sent via certified mail, three business days after the date of mailing and (c) if sent via Federal Express or other overnight courier service, on the date of delivery. For purposes of this LMA, the term “business day” means each day other than a Saturday, Sunday, a federal legal holiday or legal holiday by law in Kentucky. If any notification, communication or action is required or permitted to be given or taken within a certain period of time and the last date for doing so falls on other than a business day, the last day for such notification, communication or action shall be extended to the first date thereafter which is a business day.

27. Entire Agreement. This LMA embodies the entire understanding between the parties and there are no other representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof.

28. Severability. The event that any of the provisions contained in this LMA become or are held to be invalid, illegal or unenforceable shall not affect any other provision hereof, and this LMA shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

29. Assignment. Neither Party may assign this LMA without the prior written consent of other. No assignment shall relieve any Party of any liability under this LMA. The terms of this LMA shall bind and inure to the benefit of the parties’ respective successors and assigns. Nothing in this LMA expressed or implied is intended to give any rights to any person or entity other than the parties hereto and their successors and assigns.

30. Nondiscrimination. Broker hereby certifies consistent with Paragraphs 49 and 50 of FCC Report and Order in MB Docket No. 07-294 et al, FCC No. FCC 07-217 and with the related FCC Third Erratum, FCC No. 10-49, that Broker shall not discriminate in any contract for advertising on the Station on the basis of race or ethnicity, and all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity. Broker shall include a clause to such effect in all contracts for advertising on the Station and upon request, shall provide Licensee with written confirmation of compliance with such requirement.

31. Purchase Option. Broker shall have the right to purchase the property and obtain FCC license transfer anytime during the Local Marketing Agreement term with a sixty (60) day written notice from Broker to Licensee. The attached Asset Purchase Agreement (Exhibit C) will be utilized as the Asset Purchase Agreement for exercise of the Purchase Option. Broker and Licensee agree the Purchase Option Price is \$200,000.00 and includes Parcels 124-00-00-002.001 & 124-00-00-002.002 (Muhlenberg County PVA).

(a). Licensee and Broker agree to share the expense to repaint the radio tower in advance of closing the Purchaes Option. Broker will obtain a minimum of two estimates from reputable insured companies. Upon approval of the painting estimate, Broker and Licensee shall share the expense 50/50.

[SIGNATURE PAGE TO LOCAL MARKETING AGREEMENT FOLLOWS]

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

GIVING HOPE 2U, LLC, Licensee

Richard Benham

08-19-2020 1:42 PM EDT

By: Richard Benham

Date/Time

Title: Sole Member

Custom Voice Media GP, Broker

Casey Davis

08-18-2020 6:11 PM EDT

By: Casey Davis

Date/Time

Title: Partner

Michael Davis

08-18-2020 6:12 PM EDT

By: Michael Davis

Date/Time

Title: Partner

ATTACHMENT I

PROGRAMMING REGULATIONS AND RESTRICTIONS

Broker agrees to cooperate with Licensee in the broadcasting of programs of excellence and for this purpose to observe the following regulations in the preparation, writing and broadcasting of its programs.

I. **Respectful of Faiths.** The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times.

II. **Controversial Issues.** Any advertisement on an issue of national importance shall comply with current FCC rules and policies.

III. **Donation Solicitation.** Requests for donations in the form of a specific amount, for example, \$1.00 or \$5.00, shall not be made if there is any suggestion that such donation will result in miracles, cures or prosperity. However, statements generally requesting donations to support the program broadcast or a church or ministry are permitted.

IV. **No Vending of Miracles.** Any exhortation to listeners to bring money to a church service is prohibited if the exhortation, affair, or service contains any suggestion that miracles, cures, or prosperity will result. This shall not preclude advertisements for legally authorized church or other non-profit bingos if permitted by FCC rules and regulations.

V. **No Plugola or Payola.** The mention of any business activity or "plug" for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor with proper Sponsorship Identification, is prohibited.

VI. **No Lotteries.** Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.

VII. **Election Procedures.** At least ninety (90) days before the start of any primary or regular election campaign, Broker will clear with Licensee's General Manager the rates Broker will charge for the time to be sold to candidates for public office and/or their supporters to make certain that the rate charged is in conformance with the applicable law and station policy.

VIII. **Required Announcements.** Under Licensee's ultimate supervision, Broker shall broadcast (i) an announcement in a form satisfactory to Licensee at the beginning of each hour to identify the Station and (ii) any other announcements that may be required by law, regulation or Station policy.

VIX. **No Illegal Announcements.** No announcements or promotion prohibited by federal or state law or regulation of any lottery or game shall be made over the Station. Any game, contest, or promotion relating to or to be presented over the Station must be fully stated and explained in advance to Licensee, which reserves the right in its sole discretion to reject any game, contest, or promotion.

X. **Licensee Discretion Paramount.** In accordance with the Licensee's responsibility under the Communications Act of 1934, as amended, and the Rules and Regulations of the Federal Commissions, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the station which is in conflict with Station policy or which in Licensee's sole judgment would not serve the public interest.

XI. **Programming Prohibitions.** Broker shall not broadcast any of the following programs or announcements:

A. **False Claims.** False or unwarranted claims for any product or service.

B. **Unfair Imitation.** Infringements of another advertiser's rights through plagiarism or illegal imitation of program copy, or any other unfair competition.

C. **Obscenity/Indecency/Profanity.** Any program or announcement that is slanderous, obscene, profane, indecent or vulgar, either in theme or in treatment.

D. **Conflict Advertising.** Any advertising matter or announcement which may, in the reasonable opinion of Licensee, be injurious or prejudicial to the interests of the public, or honest advertising and reputable business in general.

E. **Commercial Disparagement.** Any unfair disparagement of competitors or competitive goods.

Licensee may waive any of the foregoing regulations in specific instances if, in its opinion, good broadcasting in the public interest is served.

In any case where questions of policy or interpretation arise, Broker should submit the same to Licensee for decision before making any commitments in connection therewith.

SCHEDULE A
MONTHLY FEE

Each month during the Term, Broker shall pay Licensee a Monthly Fee which shall provide utilization of the Licensee's license and broadcasting equipment as set forth with Local Marketing Agreement. (the "Monthly Fee"). The first Monthly Fee will be due in arrears thirty (30) days (e.g. October 2020 expenses will be due on December 1, 2020, November 2020 expenses will be due January 1, 2021, etc.). The Monthly Fee payment schedule is as follows:

- November 1, 2020 thru October 30, 2021 - Monthly Fee will be \$1,500.00

In addition to the Monthly Fee, Broker shall reimburse Licensee to cover the monthly expenses incurred in and necessary for the maintenance and operation of the Station during that period the following monthly expenses:

Reimbursables

1. Utilities including electricity, heating, water, internet/phone;
2. Maintenance and repair of the Station equipment;
 - a) Technical maintenance including but not limited to frequency checks;
3. Transmitter site, tower space or studio rent, and any associated operating costs;
 - a) Satellite for transmission of broadcasting, if desired, shall be the expense of the Broker.
4. Real Estate Taxes on Parcel 124-00-00-002.002
5. Insurance as required by Section 13(b) of the LMA;
6. The reasonable salaries, benefits and related expenses for the employment of the Station Personnel;
7. FCC Regulatory Fees and other governmental fees;
8. Music licensing fees (but not music streaming fees) paid by Licensee for the Station;
and
9. Other expenses which may be required for the operation and maintenance of the Station and paid by Licensee.

10. Reimbursables will be due in arrears thirty (30) days (e.g. October 2020 expenses will be due on December 1, 2020, November 2020 expenses will be due January 1, 2021, etc.)

EXHIBIT C

DB CDW

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of _____, 20__, (“Agreement”), is by and between Giving Hope 2U, LLC, a Virginia limited liability company (“Seller”), and Custom Voice Media, a Tennessee General Partnership. (“Buyer”).

WITNESSETH:

WHEREAS, Seller holds licenses issued by the Federal Communications Commission (the “FCC Authorizations”) for radio Station WMTA (AM w/ FM translator), Central City, Kentucky (1380 kHz / 107.3 FM) FIN #18947 (the “Station”), and

WHEREAS, on the terms and conditions described herein, Seller desires to sell and Buyer desires to acquire certain of the assets owned or leased by Seller and used in connection with the operation of the Station.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Sale of Assets.**

(a) On the Closing Date (as hereinafter defined), Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase and assume from Seller, the assets, properties, interests and rights of Seller of whatsoever kind and nature, which are owned by Seller and used in connection with the on-air operation of the Station which are specifically described below (the “Assets”) (but excluding the Excluded Assets described in subparagraph (c) below):

(i) Certain of Seller’s equipment, machinery, furniture, furnishings, fixtures, office materials, and other tangible personal property used or useful in the conduct of the transmission operations of the Station (the “Tangible Personal Property”), together with such improvements and additions thereto and replacements thereof between the date hereof and the Closing Date, set forth on Schedule 1 hereto;

(ii) All of the licenses, permits, applications and other authorizations, including the FCC Authorizations (collectively, the “Licenses”), issued by the Federal Communications Commission (“FCC”), the Federal Aviation Administration (the “FAA”), and any other federal, state or local governmental authorities to Seller in connection with the conduct of the business and the on-air operations of the Station set forth on Schedule 2 hereto;

(iii) All of Seller’s right, title and interest in and to the radio tower listed on Schedule 1 attached hereto (the “Radio Tower”);

(iv) All of the Seller's right, title and interest in and to the fee real property interest on which the Radio Tower is situated (the "Real Property"), as more specifically described on Schedule 3 hereto;

(v) All of Seller's logs, books, files, data, FCC and other governmental applications, equipment manuals and warranties, and other records relating to the on-air broadcast operations of the Station, including without limitation all electronic data processing files and systems, FCC filings and all presently existing records required by the FCC to be kept by the Station; and

(vi) Seller's right, title and interest in and to all copyrights, licenses, patents, trademarks, service marks, logos and trade names used in connection with the operation of the Station and all goodwill associated therewith, including registrations and applications for registration of any of the foregoing, and other similar intangible rights and interests.

(b) The Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, leases, easements, conditional sales agreements, charges, restrictions and other liens, liabilities and encumbrances of every kind and nature ("Liens"), except for Permitted Liens. For purposes of this Agreement, "Permitted Liens" shall mean: (i) liens for property taxes and special assessments not yet due and payable, (ii) such other Liens that do not secure indebtedness and which do not materially impair the value of the Assets and the use thereof in the operation of the Station as currently conducted, and (iii) Permitted Encumbrances on the Real Property as defined in Section 3(b) of this Agreement. Except as set forth in Schedule 4 hereto, listing any and all contracts relating to the operation of the Station or the Real Property to which Seller is a party and which prior to or at Closing, Buyer elects to assume ("Assumed Contracts"), Buyer is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of Seller of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement. All of such liabilities and obligations, other than the Assumed Contracts, shall be referred to herein as the "Retained Liabilities." Without limiting the generality of the foregoing, it is understood and agreed that Buyer is not agreeing to, and shall not, assume (i) any liability or obligation of Seller to Seller's employees under any existing written or oral agreements with Seller, including any such liability or obligation in respect of wages, salaries, bonuses, accrued vacation or sick pay or any other matter, or (ii) any liability arising out of any termination by Seller of the employment of any employee of the Station or any liability for any employee benefit plan or arrangement of Seller for the Station' employees.

(c) Notwithstanding anything to the contrary herein, the following assets and obligations relating to the business of the Station shall be retained by Seller and shall not be sold, assigned or transferred to or assumed by Buyer (the "Excluded Assets"):

(i) Cash on hand and in banks (or their equivalents), and accounts receivable arising out of the operation of the Station prior to Closing;

(ii) All rights of Seller under all contracts, leases and agreements, including contracts of insurance and insurance proceeds of settlement and insurance claims made by Seller relating to property or equipment repaired, replaced, restored by Seller prior to the Closing Date;

(iii) All pension, profit-sharing, retirement, stock purchase or savings plans or trusts and any assets thereof and all other employee benefit plans; and

(iv) The Station on-air format, service marks, trademarks, website, domain name(s) and other promotional material.

2. **Purchase Price.**

(a) Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, Buyer shall pay to Seller the aggregate sum of Two Hundred Thousand and no/100 Dollars (\$200,000.00) (the "Purchase Price"). The Purchase Price shall be paid to Seller as follows:

1. Concurrently with the execution of this Agreement, Buyer has delivered to Skeeters Bennett & Wilson Title Services, (the "Escrow Agent") the sum of Ten Thousand and no/100 Dollars (\$10,000.00) to be held as an earnest money deposit (the "Earnest Money Deposit") pursuant to an Escrow Agreement (the "Escrow Agreement") of even date herewith. At Closing, the Earnest Money Deposit shall be applied toward Buyer closing costs, and shall not constitute a partial payment of the Purchase Price.

2. At Closing (defined in Section 4 below) Buyer shall pay the balance of the Purchase Price by delivering cash to Seller in the principal amount of One Hundred Ninety Thousand and no/100 Dollars (\$190,000.00).

(b) The parties agree to prorate all expenses arising out of the operation of the Station which are incurred, accrued or payable, as of 11:59 p.m. local time of the day preceding the Closing. The items to be prorated shall include, but not be limited to, power and utilities charges, security deposits, and similar prepaid and deferred items. On the Closing Date, the prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within ninety (90) days after the Closing Date. All real estate taxes on the Real Property levied and payable for the years prior to the year in which the Closing occurs and any and all special assessments due and payable as of the Closing Date will be paid by Seller at the Closing. Real estate taxes and special assessments levied and payable in 2021 will be prorated between Buyer and Seller based upon the Closing Date. The Buyer shall receive a credit against the purchase price at Closing for the Seller's pro-rated tax obligation and then Buyer shall pay all the real estate taxes levied beyond closing.

(c) On or before the Closing Date, Seller and Buyer shall mutually determine an allocation of the Purchase Price among the Assets that complies with Section 1060 of the Internal Revenue Code of 1986, as amended.

3. **FCC Consent; Assignment Application; Title Evidence.**

(a) Buyer and Seller shall execute, file and diligently prosecute an application with the FCC (the "Assignment Application") requesting its consent to the assignment, from Seller to Buyer, of all FCC Authorizations pertaining to the Station (the "FCC Consent") at a date not later than five (5) business days after the execution of this Agreement. Buyer and Seller shall take all reasonable steps to cooperate with each other and with the FCC to secure such FCC Consent without delay, and to promptly consummate this Agreement in full. Each party shall be responsible for all of its own costs with respect thereto. The Assignment Application filing fee will be shared equally between Buyer and Seller.

(b) Not later than twenty (20) business days after the execution of this Agreement, Seller will furnish evidence of title in the form of a current commitment for a standard Owner's Policy of Title Insurance (the "Title Commitment") from a title insurance company agreed upon with Buyer, setting forth the state of title to the Real Property and including legible copies of all exception documents, judgment and bankruptcy searches, and UCC searches. Buyer will have twenty (20) business days after receipt of the Title Commitment and any survey of the Real Property secured by Buyer, to provide Seller with written notice of any objection or such objections will be deemed to be waived and the exceptions will become "Permitted Encumbrances." If objections are made, Seller will, within ten (10) business days give Buyer notice in writing that (a) it will, at its sole cost and expense, attempt to remove the exception to which Buyer has objected before the Closing Date, or (b) Seller is unable to do so. Then Buyer may, at its option, either (a) terminate this Agreement by notice to Seller, or (b) waive the objections and proceed to Closing, or (c) withhold from the Purchase Price an amount mutually agreed to with Seller required to cure any objections to title.

(c) The costs of the Title Commitment and, if there is a Closing, the Owner's Policy of Title Insurance (in the respective amount allocated to Real Property) and any closing agent fee will be the sole responsibility of Buyer. Buyer will pay the cost of any mortgagee's endorsement, as well as any special endorsements or extended coverage to such standard Owner's Policy. Buyer will pay the cost of its Phase I Environmental Report and Phase II Environmental Report, if any. Seller will pay (i) any recording fees in connection with the release of all mortgages, liens and encumbrances and security interests against the Real Property that are being released at Closing, and (ii) the real estate transfer fee under SDCL § 43-4-21.

(d) Buyer will be responsible for any recording fees for the Warranty Deed on the Real Property.

4. **Closing Date; Closing Place.** The closing (the "Closing") of the transactions contemplated by this Agreement shall occur within twenty-one (21) days after the FCC Consent has become a Final Order (as hereinafter defined) (the "Closing Date") and the other conditions to closing set forth in Section 8 have either been waived or satisfied. For purposes of this Agreement, the term "Final Order" means action by the FCC consenting to an application that is not reversed, stayed, enjoined, set aside, annulled or

suspended, and with respect to which action no timely request for stay, petition for rehearing or appeal is pending, and as to which the time for filing any such request, petition or appeal or reconsideration by the FCC on its own motion has expired. The Closing shall be facilitated by mail, electronic mail or as the Parties may agree.

5. **Representations and Warranties of Seller.** Seller hereby makes the following representations and warranties to Buyer:

(a) Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Seller and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and constitutes its legal, valid and binding obligation in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(b) The execution, delivery and performance of this Agreement by Seller will not (i) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation relating to the business of the Station and to which Seller or any of the Assets may be subject, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Buyer, (ii) subject to receipt of the FCC Consent, violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Seller or any of the Assets, (iii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on any of the Assets, or (iv) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(c) Schedule 1 hereto contains a list of the Tangible Personal Property owned or leased by Seller that shall be transferred to Buyer. Seller owns and has now, and will have on the Closing Date, good and marketable title to, or a valid leasehold interest in, the Tangible Personal Property. Each material item of Tangible Personal Property (i) is in working condition, ordinary wear and tear excepted, (ii) has been maintained in a manner substantially consistent with generally accepted standards of good engineering practice, and (iii) is operating in material compliance with the FCC Authorizations and rules and regulations of the FCC and FAA. For purposes of this Section, material Tangible Personal Property shall be such property valued at Five Hundred Dollars (\$500) or more.

(d) Schedule 2 hereto contains a true and complete list of the FCC Authorizations and all other licenses, permits or other authorizations from governmental or regulatory authorities that are required for the lawful conduct of the business and operations of the Station in the manner and to the full extent it is presently operated. The Licenses are in full force and effect, unimpaired by any act or omission of Seller. Seller lawfully holds each of the FCC Authorizations and other licenses, permits and authorizations

listed on Schedule 2, none of which is subject to any restrictions or conditions that would limit in any material respect the operations of the Station. Except as set forth in Schedule 2, Seller is operating the Station in all material respects in accordance with the FCC Authorizations, and all rules, regulations and policies of the FCC (the “Communications Laws”). There is not now pending or, to Seller’s knowledge, threatened any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew any of such FCC Authorizations, and Seller has not received any notice of and has no knowledge of any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either the Station or Seller. Except as set forth in Schedule 2, all material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Station have been timely filed, and all such reports and filings are accurate and complete in all material respects. Seller maintains a public inspection file for the Station and such file complies with the Communications Laws in all material respects.

(e) Schedule 3 contains a complete and accurate description of the Real Property and Seller’s interest therein (including the street address and legal description of such Real Property). Seller has good and marketable fee simple title to the Real Property (including the Radio Tower thereon) insurable (for title insurance purposes) at standard rates. The Real Property is not subject to any Liens except for (i) Liens disclosed in Schedule 3 hereto, and (ii) any other applicable Permitted Liens.

(f) The Radio Tower used in the operation of the Station is obstruction marked and lighted, and within a locked fenced enclosure, to the extent required by, and in accordance with, the rules and regulations of the FAA and the FCC. To Seller’s knowledge, the operations of the Station do not exceed permissible levels of exposure to RF radiation specified in the FCC’s rules, regulations and policies concerning RF radiation.

(g) The instruments to be executed by Seller and delivered to Buyer at the Closing, conveying the Assets to Buyer, will transfer good and marketable title to the Assets free and clear of all Liens.

(h) Buyer shall have no obligation to offer employment to any employee of Seller, and shall have no liability with respect to any such employee or for benefits of any kind or nature.

(i) There is no broker or finder or other person who would have any valid claim for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Seller – except as follows:

Seller represented by Tranzon Asset Advisors / Semonin Realtors, Jeff Farmer, 270-268-5315 / jfarmer@tranzon.com.

Seller will pay commission under separate listing agreement, at closing.

(j) Seller is not subject to any order, writ, injunction, judgment, arbitration decision or decree having binding effect and affecting the business of the Station or the Assets or which restrains or enjoins the transactions contemplated hereby, and no such proceeding is pending. There is no material litigation pending by or against, or to the best of Seller's knowledge, threatened against Seller which relates to Seller or the Station or could affect any of the Assets. Seller, with respect to the Station, has complied in all material respects with all applicable laws, regulations, orders or decrees. The present uses by Seller of the Assets do not violate any such laws, regulations, orders or decrees in any material respect, and Seller has no knowledge of any basis for any claim for compensation or damage or other relief from any violation of the foregoing.

(k) All of the Assets that are insurable in character are insured against loss, injury or damage in an amount conforming with local industry standards.

(l) Seller has duly, timely and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid that might have any adverse impact on the Station or the Assets or their transfer to Buyer. To Seller's knowledge, no event has occurred which could impose on Buyer any liability for any taxes, penalties or interest due or to become due from Seller from any taxing authority.

(m) No representation or warranty made by Seller in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Buyer to the best of Seller's knowledge.

(n) Seller has not, to its knowledge, conducted any activities upon the Real Property in violation of any Environmental Requirements (including, without limitation, requirements in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping or disposal of any Hazardous Materials, the clean-up or removal of which is required, the maintenance of which is prohibited or penalized or for which corrective action of any kind is required) to an extent that creates any material liability with respect to the Real Property, which has not been fully paid or settled prior to the date hereof without further liability in respect thereof. As used herein "Environmental Requirements" shall mean all material, now-existing applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, authorizations and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation, the Clean Air Act, Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), Emergency Planning and Community Right to Know Act, Federal Water Pollution Control Act, National Historic Preservation Act, Occupational Safety and Health Act, Oil Pollution Act, Pollution Prevention Act, Resource Conservation and Recovery Act ("RCRA"), Safe Drinking Water Act, and the Toxic Substance Control Act

(“TOSCA”), all as amended from time to time. As used herein “Hazardous Materials” shall mean any flammable explosives, radioactive materials, hazardous waste, toxic substances or related materials, including, without limitation, asbestos, polychlorinated biphenyls, urea formaldehyde, radon, and any substance defined as or included in the definition of (a) any “hazardous waste” as defined pursuant to RCRA; (b) any “hazardous substance” as defined by CERCLA; (c) any “toxic substance” as defined pursuant to TOSCA; (d) any oil or other petroleum product; (e) any other substance, pollutant, contaminant, chemical or industrial toxic or hazardous substance or waste, including, without limitation, hazardous materials, within the meaning of any other applicable Environmental Requirement.

(o) Seller has not received any written notification from any city, county, state or federal governmental authority or agency requiring any work or testing to be done on the Real Property.

(p) Seller has not received any written notice from any insurance company or board of fire underwriters of any defects or inadequacies in or on the Real Property, the or any part or component thereof that would materially and adversely affect the insurability of the Real Property or cause any material increase in the premiums for insurance for the Real Property that have not been cured or repaired.

(q) Seller represents that, to the best of Seller’s knowledge, there are no wells or under or above ground storage tanks located at the Real Property.

(r) To Seller’s knowledge, Seller has received no written notice that the use and operation of the Real Property is not in full compliance with applicable building codes, zoning and land use laws, and other applicable local, state and federal laws and regulations, and Seller has not received any written notification from any governmental or public authority (i) that the Real Property is in violation of any applicable fire, health, building, use, occupancy or zoning laws where such violation remains outstanding and, if unaddressed, would have a material adverse effect on the use of the Real Property as currently owned and operated or (ii) that any work is required to be done upon or in connection with the Real Property, where such work remains outstanding and, if unaddressed, would have a material adverse effect on the use of the Real Property as currently owned and operated.

(s) To Seller’s knowledge, there are no condemnation proceedings which are pending or threatened against all or any portion of the Real Property.

(t) To Seller’s knowledge, the documents listed Schedule 4 will include all contracts upon which the operation of the Station is substantially dependent or which are otherwise material to the Station and all service contracts and agreements for any leased items of Tangible Personal Property. Each such contract is valid and existing and, subject to written approval from Buyer, will be included in the Assignment and Assumption Agreement at Closing and will be enforceable by Buyer. Seller is not, nor, to Seller’s knowledge is, any other party in default in the payment of any obligation under, or in the performance of any material covenant or material obligation to be performed by it pursuant to, any contracts.

6. **Representations and Warranties of Buyer.** Buyer hereby makes the following representations and warranties to Seller:

(a) Buyer has the requisite power and authority to own, lease and operate the Assets and to carry on the business of the Station as now being conducted.

(b) Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Buyer and no other proceedings on the part of Buyer are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(c) The execution, delivery and performance of this Agreement by Buyer will not (i) conflict with or result in any breach of any provision of the articles of organization or operating agreement of Buyer, (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation, relating to its own business, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Seller, (iii) subject to receipt of the FCC Consent, violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency which is applicable to Buyer, or (iv) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(d) Buyer is legally, financially and technically qualified in accordance with the Communications Laws to acquire and become the licensee of the Station.

(e) There is no litigation, proceeding or governmental investigation pending or to the knowledge of Buyer, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to Buyer including without limitation, any voluntary or involuntary petition under Federal bankruptcy law or any state receivership or similar proceedings, that would prevent or materially impede the consummation by Buyer of the transactions contemplated by this Agreement, nor does

Buyer know of, or have any reasonable ground to know of, in view of its present situation or action it now contemplates taking, any basis for such litigation, proceeding or investigation.

(f) Tranzon Asset Advisors / Semonin Realtors – Jeff Farmer, 270-268-5315 / jfarmer@tranzon.com is the Seller's agent.

(g) No representation or warranty made by Buyer in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Seller to the best of Buyer's knowledge.

7. **Covenants.** Seller covenants with Buyer that, between the date hereof and the Closing Date, Seller shall act in accordance with the following:

(a) Seller shall maintain the Tangible Personal Property included in the Assets and the Radio Tower in accordance with standards of good engineering practice and, subject to receipt of any applicable insurance proceeds, replace any of such property which shall be worn out, lost, stolen or destroyed with like property of substantially equivalent kind and value.

(b) Seller shall continue to operate and maintain the Station in accordance in all material respects with the terms of the FCC Authorizations and in material compliance with all applicable laws and FCC rules and regulations. Seller will deliver to Buyer, promptly after filing, copies of any material reports, applications or responses to the FCC or any material communications from the FCC, or if from any other party directed to the FCC, promptly after receipt by Seller, related to the Station that are filed or received between the date of this Agreement and the Closing Date. Seller will not file any application to modify the Station facilities without Buyer's prior written consent, and Seller shall take all actions necessary to keep the Licenses, including all material permits and applications pending before the FCC, valid and in full force and effect.

(c) In all other respects, except as disclosed in writing to and approved by Buyer, Seller shall operate the Station solely in the ordinary course of business and in accordance with past practice, and shall pay its obligations with respect to the Station in the ordinary course as such obligations become due.

(d) Seller shall maintain in full force and effect through the Closing Date adequate property damage, liability and other insurance with respect to the Assets.

(e) Prior to the Closing Date, Seller shall not, without the prior written consent of Buyer sell, lease, transfer or agree to sell, lease or transfer any of the Assets without replacement thereof with an equivalent asset of equivalent kind, condition and value that satisfies industry standards for such assets, or create any new Lien on the Assets.

(f) On or before the Closing Date, Seller shall furnish to Buyer revised Schedules to this Agreement as may be necessary to render such Schedules accurate and complete as of the Closing Date. Seller shall promptly disclose to Buyer any problems or developments which materially and adversely affect the Station or the Assets. Seller shall give prompt written notice to Buyer if the Assets shall have suffered damage on account of fire, explosion or other cause of any nature that is sufficient to prevent operation of the Station.

(g) Seller shall comply in all material respects with all federal, state and local laws, rules and regulations with respect to the Assets and the operation of the Station.

8. **Conditions Precedent to Obligation to Close.**

(a) The performance of the obligations of Seller hereunder is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by Seller:

(i) Buyer shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by Buyer prior to or as of the Closing Date;

(ii) The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(iii) The FCC Consent contemplated by this Agreement shall have been granted and the grant shall have become a Final Order;

(iv) Buyer shall have delivered to Seller, on the Closing Date, the documents required to be delivered pursuant to Section 9(b);

(v) Buyer shall not be subject to any voluntary or involuntary petition under Federal bankruptcy law, or any state receivership or similar proceeding provided that if an involuntary petition or proceeding is filed against Buyer, Buyer shall have sixty (60) days in which to have such petition or proceeding stayed or dismissed; and

(vi) If any event should occur which would prevent the consummation of the transactions contemplated hereunder that is reasonably in the control of Buyer, then Buyer shall use its best efforts to cure the event as expeditiously as possible.

(b) The performance of the obligations of Buyer hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) Seller shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by Seller prior to or as of the Closing Date;

(ii) The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(iii) The FCC Consent contemplated by this Agreement shall have become a Final Order;

(iv) The Licenses shall be in full force and effect and there shall be no proceedings pending before the FCC to revoke, cancel, rescind, modify or refuse to renew any of such Licenses, and Seller has not received any notice of and has no knowledge of

any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either the Station or Seller which contemplates revocation, cancellation, rescission, modification or non-renewal of such Licenses;

(v) The Assets shall not have suffered damage that shall cause a material adverse effect upon the Station or the Assets taken as a whole on account of fire, explosion or other cause of any nature which shall not have been repaired as of the Closing Date; provided that if such damage shall have occurred, Seller shall be afforded a reasonable opportunity to repair and restore such damaged assets to their prior condition or, at Seller's election, to replace such damaged assets with assets of comparable quality and utility; and provided, further, that if Buyer elects to waive the condition set forth in this Section 8 and consummate the Closing, then Buyer shall be entitled to collect and receive the proceeds of any insurance payable to Seller on account of such damages which have not been applied to the repair thereof;

(vi) Other than those presently existing Liens that are to be satisfied at Closing by Seller out of the cash proceeds of this transaction, there shall not be any Liens on the Assets or any financing statements of record other than Permitted Liens and the Title Commitment will have been found acceptable, or been made acceptable, as of the Closing Date in accordance with the requirements of Section 3(b) above;

(vii) No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby;

(viii) None of the events or conditions referenced in Section 19 below shall have occurred and not been remedied as set forth in Section 19;

(ix) Buyer has had a wood destroying insect inspection conducted as well as professional building inspection of the residence and radio station on site. The Seller was present during inspections and has been presented a copy of the inspection reports. Seller has agreed to address minor repair items noted within the inspection reports;

(x) Buyer is obtaining a commercial loan for the purchase and has been pre-approved pending the final appraisal. Buyer retains the right to withdraw from the purchase if the property does not appraise at or above the purchase price. The appraisal will be ordered upon ratification of this Agreement; and

(xi) Seller shall have delivered to Buyer, on the Closing Date, the documents required to be delivered pursuant to Section 9(a).

9. **Closing Deliveries.**

(a) At the Closing, Seller will deliver to Buyer the following, each of which shall be in form and substance satisfactory to Buyer and its counsel:

(i) A Bill of Sale, and other instruments of transfer and conveyance, dated the Closing Date, in form and substance so as to effectively and legally transfer and assign to Buyer the personal property Assets and effectively vest in Buyer good and marketable title to the personal property Assets;

(ii) An Assignment and Assumption of the Station's FCC Licenses;

(iii) A Warranty Deed transferring the Real Property;

(iv) A certificate, dated the Closing Date, executed by the Seller, certifying the fulfillment of the conditions set forth in Section 8(b)(i) and (ii) hereof;

(v) A certificate of existence or good standing for Seller from the Secretary of State of the State of Kentucky, if applicable;

(vi) A joint notice to the Escrow Agent;

(vii) Payoff letters and UCC-3 termination statements with respect to any lien on the Assets;

(viii) An Assignment and Assumption Agreement with respect to those contracts and service agreements on Schedule 4 which Buyer has elected to assume;

(ix) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Buyer shall reasonably request, each in form and substance satisfactory to Buyer and its counsel.

(b) Prior to or at the Closing, Buyer will deliver to Seller the following, each of which shall be in form and substance satisfactory to Seller and its counsel:

(i) The payment to be made pursuant to Section 2(a) hereof;

(ii) An Assignment and Assumption of the Station's FCC Licenses;

(iii) A joint notice to Escrow Agent;

(iv) If applicable, certified copies of the resolutions of the members of Buyer authorizing and approving the execution and delivery of this Agreement and each of the other documents to be delivered in connection herewith and authorizing the consummation of the transactions contemplated hereby and thereby;

(v) A certificate, dated the Closing Date, executed by the Buyer, certifying the fulfillment of the conditions set forth in Section 8(a)(i) and (ii) hereof;

(vi) A certificate of existence or good standing for Buyer from the Secretary of State of Kentucky, if possession is taken in the name of another entity of the Buyer;

(vii) An Assignment and Assumption Agreement with respect those contracts and service agreements on Schedule 4 which Buyer has elected to assume; and

(viii) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Buyer shall reasonably request, each in form and substance satisfactory to Seller and their counsel.

10. **Indemnification.**

(a) Following the Closing, Seller shall indemnify, defend and hold harmless Buyer with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon or incurred by Buyer directly or indirectly relating to or arising out of: (i) the breach by Seller of any of its representations or warranties that survive the Closing, or failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement that survive the Closing; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station prior to the Closing, including the Retained Liabilities and with respect to the Excluded Assets.

(b) Following the Closing, Buyer shall indemnify, defend and hold Seller harmless with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Seller directly or indirectly relating to or arising out of: (i) the breach by Buyer of any of its representations, warranties, or failure by Buyer to perform any of its covenants, conditions or agreements set forth in this Agreement that survive the Closing; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station as conducted by Buyer subsequent to the Closing, including, without limitation, the Assumed Contracts.

(c) If either party hereto (the "Indemnitee") receives notice or otherwise obtains knowledge of any matter with respect to which another party hereto (the "Indemnifying Party") may be obligated to indemnify the Indemnitee under this Section 10(c), then the Indemnitee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnitee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided such counsel is reasonably satisfactory to the Indemnitee. If the Indemnifying Party elects to assume the defense of such matter, then (i) notwithstanding anything to the contrary herein contained, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnitee against any such matter following the Indemnifying Party's election to assume the defense of such matter, (ii) the Indemnitee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (iii) the Indemnifying Party

shall keep the Indemnitee informed of all material developments and events relating to such matter, and (iv) the Indemnitee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent.

(d) The several representations and warranties of Seller and Buyer contained in or made pursuant to this Agreement shall expire on the date that is twelve (12) months after the Closing Date.

11. **Termination.**

(a) This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in default or breach of any of its material obligations under this Agreement upon written notice to the other upon the occurrence of any of the following: (i) if, on or prior to the Closing Date, the other party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the non-breaching party; or (ii) if the Assignment Application is denied by the FCC and such denial shall have become a Final Order; or (iii) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement.

(b) Upon a termination of this Agreement by Seller due to a breach by Buyer of any of its material obligations under this Agreement, Seller's sole remedy shall be delivery of the Earnest Money Deposit, including all interest earned thereon, from the Escrow Agent, as liquidated damages. Seller and Buyer each acknowledge and agree that these liquidated damages are reasonable in light of the anticipated harm which would be caused by Buyer's breach of any of its material obligations under this Agreement and the difficulty of ascertaining damages and proof of loss and that these damages are not a penalty.

(c) Upon a termination of this Agreement due to a breach by Seller of any of its material obligations under this Agreement, Buyer shall be entitled to the release of the Earnest Money Deposit, including all interest earned thereon, and Buyer may seek all rights and remedies that it may have in equity or at law.

(d) Upon a termination of this Agreement for any reason other than as a result of a breach by either party of any of its material obligations under this Agreement, Buyer shall be entitled to the release of the Earnest Money Deposit and thereafter neither party shall have any further obligation to the other under this Agreement.

12. **Attorneys' Fees and Costs of Enforcement.** If any action is brought by Buyer or Seller to enforce this Agreement, the prevailing party shall be entitled to receive from the other party all court costs, attorney's fees and other out-of-pocket expenses incurred by prevailing party in enforcing its rights under this Agreement.

13. **Confidentiality.**

(a) Each party shall hold, and shall cause its officers, employees, agents and representatives, including, without limitation, attorneys, accountants, consultants and financial advisors who obtain such information to hold, in confidence, and not use for any purpose other than evaluating the transactions contemplated by this Agreement, any confidential information of another party obtained through the investigations permitted hereunder, which for the purposes hereof shall not include any information which (i) is or becomes generally available to the public other than as a result of disclosure by the party which alleges the information is confidential or its affiliates, (ii) becomes available to a party on a nonconfidential basis from a source, other than the party which alleges the information is confidential or its affiliates, which has represented that such source is entitled to disclose it, or (iii) was known to a party on a nonconfidential basis prior to its disclosure to such party hereunder. If this Agreement is terminated, each party shall deliver, and cause its officers, employees, agents, and representatives, including, without limitation, attorneys, accountants, consultants and financial advisors who obtain confidential information of another party pursuant to investigations permitted hereunder to deliver to such other party all such confidential information that is written (including copies or extracts thereof), whether such confidential information was obtained before or after the execution.

(b) If a party or a person to whom a party transmits confidential information of another party is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, criminal or civil investigative demand or similar process) to disclose any of such confidential information, such party or person will provide the other applicable party with prompt written notice so that such party may seek a protective order or other appropriate remedy or waive compliance with Section 13(a). If such protective order or other remedy is not obtained, or if the applicable party waives compliance with Section 13(a), the party subject to the request will furnish only that portion of such confidential information which is legally required and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded such confidential information.

14. **Notices.** All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery (or refusal thereof), or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Seller, to:

Giving Hope 2 U, LLC
Richard Benham, Sole Managing Member
8110 Old Oaks Drive
Springfield, VA 22152
Phone: (703) 451-5372
Email: GivingHope2U2@gmail.com

If to Buyer, to:

Custom Voice Media
Casey & Michael Davis, Partners
4048 Cannonsgate Lane
Murfreesboro, TN 37128
Phone: 615-423-3801 or 615-668-5877
Email: casey@customvoicemedia.com

15. **Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky, without giving effect to the choice of law principles thereof. The parties agree that the federal and state courts located in the Western District, Kentucky, will be the sole and exclusive jurisdiction for any disputes arising from or relating to this Agreement and consent to the jurisdiction of and venue in such courts.

16. **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or any other provisions hereof, unless such a construction would be unreasonable.

17. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. This Agreement may be executed and exchanged by facsimile transmission or electronic mail, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation of a contract and each such party forever waives any such defense.

18. **Expenses.** Except as otherwise set forth herein, each party hereto 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 federal, state, local and other transfer and sales taxes applicable to, imposed upon or arising out of the transfer to Buyer of the Assets as contemplated hereby shall be paid according to local law and custom.

19. **Risk of Loss.** The risk of loss to any of the Assets on or prior to the Closing Date shall be upon Seller. Seller shall use all commercially reasonable efforts to repair or replace any damaged or lost Assets, provided, however, that in the event that the Assets with a value of greater than Thirty Thousand Dollars (\$30,000.00) are damaged or lost on the date otherwise scheduled for Closing, Buyer may, at its option, either (i) postpone Closing for a period of up to sixty (60) days while Seller repairs or replaces such Assets, or (ii) elect to close with the Assets in their current condition, in which case Seller shall assign all proceeds from insurance on such lost or damaged Assets to Buyer, and Buyer shall have the responsibility to repair or replace the Assets. Seller shall have no responsibility to repair or replace damaged or destroyed Assets not covered by insurance if the cost of such repair exceeds Ten Thousand Dollars (\$10,000.00), provided, however, that should Seller advise Buyer within five (5) days after being requested to do so that Seller will not repair or replace such Assets, Buyer may terminate this Agreement without penalty upon written notice to Seller. Should the Station (i) not operate for a period in excess of seventy two (72) consecutive hours or (ii) not operate with full licensed facilities for a period of thirty (30) consecutive days, or should the Station be operating at less than 90% of its fully authorized effective radiated power as of the scheduled Closing Date and it is reasonably expected that either condition set forth in clause (i) or (ii) of this sentence would be satisfied but for the occurrence of the originally scheduled Closing Date, Buyer may either elect to terminate this Agreement without penalty upon written notice to Seller or postpone the Closing for a period of up to sixty (60) days while Seller attempts to cure the condition described in the preceding sentence of this Section 19.

20. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party.

21. **Entire Agreement.** This Agreement, and the exhibits attached hereto, supersede all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the day and year first above written.

Buyer: CUSTOM VOICE MEDIA, GP

By: _____
Casey Davis, Partner Date/Time

By: _____
Michael Davis, Partner Date/Time

Seller: GIVING HOPE 2U, LLC

By: _____
Richard Benham, Sole Managing Member Date/Time

SCHEDULE 1

Tangible Personal Property

SCHEDULE 2

Current FCC Licenses, Authorizations
and Pending Authorizations For WMTA
(AM/FM), Central City, Kentucky
Facility ID Numbers 18947 & 199999

Type of Authorization	Call Sign	FCC File Number	Expiration Date
Broadcast License	WMTA(AM)	BL-20190130ABL	08/01/2028
FM Translator	W297CC	BNPFT-20171201ACV	08/01/2028

Real Property

WMTA-AM TOWER SITE

Address

1627 Oak Tree Drive
Central City, KY 42330

Land

Owned

Tower/Trans Bldg

Owned

Legal Description:

(See Attached Deed 580 Page 484, Muhlenberg County Clerk, KY)

**(Muhlenberg County PVA Parcel/Map Numbers
124-00-00-002.001 & 124-00-00-002.002)**