

ASSET PURCHASE AGREEMENT

NOW THEREFORE, in consideration of the promises mutually exchanged in this Asset Purchase Agreement (the "Agreement") and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Samuel K. Stratemeyer ("Buyer")(s), or assigns, hereby offers and agrees to purchase upon the terms and conditions hereinafter set forth Radio Station KCGS(am) with a FCC Facility ID 56054 AND Translator K255DM with a FCC Facility ID 201262.

1. **ASSETS PURCHASED.** Tower structure AND, real estate (approximately 1.25 acres) that comprises the "tower site" for KCGS radio station located on Battle Street in Marshall, Arkansas AND, contents of building located at the same to include a BE 5KW Am transmitter, Orban Optimod AM signal processor among other items AND, other good will.
2. **PURCHASE PRICE.** \$20,000 (\$19,500 for assets and equipment and licenses, \$500 for real estate) to be paid as follows;

\$ 5,000.	On the day of this agreement
\$ 5,000.	On the day the land is transferred (if before FCC approval)
\$ 10,000.	On the closing day (consummation) after FCC approval

BUYER will pay all transfer costs and application fees necessary to transfer the FCC licenses.

BUYER and SELLER will split (50/50) The costs of transferring real estate at the County Clerks office. All property taxes will be pro-rated at the time of the sale with the SELLER being responsible for the taxes accrued before the sale date and BUYER being responsible for all property taxes

3. **PREMISES.** Until possession is transferred, Seller agrees to maintain the Business premises and assets included in this sale, in working order and to maintain assets in clean, orderly condition.
4. **BUYER** agrees to seek to change the Call Letters of KCGS(am) within 30 days of FCC approval of this sale and consummation of this agreement.
5. **LICENSES AND PERMITS:** Unless otherwise specified herein, Seller agrees to reasonably cooperate with Buyer in obtaining, at Buyer's expense, any licenses, permits, approvals or certificates necessary for the continued operation of the facilities.
6. **CONDITION OF EQUIPMENT.** All equipment, , fittings, personal property and fixtures, included in this sale are being purchased on an "as is" basis without warranties of merchantability or fitness for any particular purpose.
7. **REPRESENTATIONS & WARRANTIES OF SELLER.** Seller represents and warrants the following:
 - A. Seller is an LLC duly organized, validly existing, and in good standing under the laws of the state of Arkansas, and has the power and authority to carry on its business as it is now being conducted, and the execution and delivery of this Agreement by Seller has been duly authorized by the Board of Directors and Shareholders of Seller;
 - B. The execution, delivery, and performance of this Agreement by Seller will not constitute a breach or violation of any laws or governmental regulations or any agreement which Seller is a party or bound;
 - C. No approval, notification, permit, license, authorization, or other action by, to, or from, or filing with any governmental authority or any person or entity having a contractual relationship with Seller or other interest in Seller or Seller's Business assets is required in connection with the execution, delivery, and performance of the Seller's obligations under this Agreement;
 - D. There is no action, litigation, arbitration, or other legal proceeding pending or threatened, to the knowledge of the Seller against or relating to the Business or any of the assets of the Business in any court or before any federal, state, or other governmental agency or authority;
 - E. All permits, licenses, and certificates required by any governmental agency or body having jurisdiction over the Business that will be necessary to continue the operation of the Business in its present premises will be current, valid and in compliance as of the date of possession;

F. To the best of Seller's knowledge, the Business and premises meet at the time of Closing, all government regulations as to health, fire, zoning and other licensing laws, and Seller is not aware of any environmental issues or matters that affect the Business or the Business premises.

G. All outstanding liabilities of the Business excepting as specifically set forth herein, shall be paid in full on or before the closing and that Buyer shall receive possession and control of the assets of the Business free and clear of any liabilities, claims or encumbrances.

8. REPRESENTATIONS & WARRANTIES OF BUYER. Buyer represents and warrants the following:

A. Buyer is an individual US Citizen with the power and authority to carry on its business as it is now being conducted.

B. The execution, delivery and performance of this Agreement by Buyer will not constitute a breach or violation of any laws, or any agreement, to which Buyer is bound:

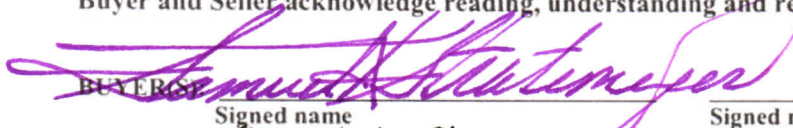
C. Buyer has the financial ability to consummate the transaction contemplated herein.

9. INDEMNIFICATION AND RIGHT OF SET-OFF. Seller indemnifies Buyer and shall hold and save Buyer harmless from and against all debts, claims, actions, cause of action, losses, damages and attorney's fees, now existing or that may hereafter arise from or grow out of past Seller's operation and ownership of the Business prior to the date of possession, except to the extent Buyer has assumed such responsibilities, liabilities, or debts hereunder.

10. Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

11. Assignment. Except as specifically provided herein, without first obtaining the prior written consent of the other party, no party to this Agreement shall assign, mortgage, pledge, or encumber this Agreement, in whole or part, or assign any right to receive payments due or any claim for damages caused by any alleged breach of this Agreement.

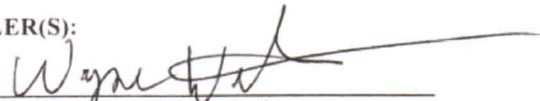
Buyer and Seller acknowledge reading, understanding and receiving a copy of this Agreement.

BUYER: 
Signed name _____ Signed name _____
Printed name Samuel K. Stratmeyer Printed name _____

DATED and ACCEPTED this 13 day of February 2023

I/we the Seller(s) accept this offer to purchase and agree to sell the Business assets on the terms and conditions stated herein. Upon acceptance, this Agreement shall be fully binding and enforceable.

SELLER(S):

By-  _____
Representative signed name _____ Printed name WAYNE WITCHER
Its - DISCORPORATOR / ORGANIZER
Corporate title

DATED and ACCEPTED this 2 day of FEBRUARY 2023