

**AGREEMENT FOR SALE AND PURCHASE  
OF MEMBERSHIP INTERESTS**

THIS SALE AND PURCHASE AGREEMENT by and between JEFFREY ANDRULONIS ("Purchaser"), and JAMES McKOWNE (hereinafter "Seller") is made effective as of July 29<sup>th</sup>, 2006 (the "Effective Date").

WITNESSETH:

WHEREAS, Seller and Purchaser each own and hold equitable membership interests in SENTRY COMMUNICATIONS LICENSE, LLC, a Florida limited liability company (the "Company"), licensee of WLYC, Williamsport, PA;

WHEREAS, as of the Effective Date, Seller has agreed to sell, and Purchaser has agreed to purchase, all of Seller's equitable membership interests (the "Membership Interest") in the Company which are 25% of the Company, such that following consummation of the sale contemplated herein Seller shall own 0% of the equitable membership interests of the Company and Purchaser shall own 100% of the equitable membership interests of the Company, all at the price and upon the terms and conditions hereinafter provided;

WHEREAS, the Membership Interest being conveyed herein is a non-controlling interest as defined by the FCC Rules and may be effectuated with the filing of an FCC Form 316 Short Form Application;

NOW, THEREFORE, in consideration of the premises as well as the mutual covenants herein contained, the parties hereto, intending to be legally bound, agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein.
2. **Sale of Membership Interest.** As of the Effective Date, and subject to the terms and conditions of this Agreement and consent of the FCC, Sellers shall sell, assign, transfer, and deliver the Membership Interest to Purchaser, in the proportions set forth in such assignments, free and clear of any liens, claims, or encumbrances of any kind or nature whatsoever (except as otherwise expressly set forth herein and except as to any which will be satisfied and extinguished as a result of the Closing contemplated by this Agreement).
3. **Liabilities Retained by Seller.** Seller will be obligated to pay, perform, and discharge any and all liabilities of such Seller encumbering such Seller's Membership Interest and all federal, state, local, or other taxes of such Seller through the date of Closing.

4. **Purchase Price.** The purchase price ("Purchase Price") for the Membership Interest shall be a sum total of Eighteen Thousand Dollars (\$18,000.00). Except as otherwise set forth in this Agreement, the Purchase Price shall not be increased or decreased by the Sellers' distributive share of any item of income, gain, loss, or deduction allocable to the Membership Interest whether received, paid, accrued, or incurred before, on, or after the Effective Date or the Closing Date (as defined in section 9 of this Agreement).

5. **Payment.** Simultaneous with the consummation of this Agreement, Purchaser shall pay to Seller the sum of \$18,000.00.

6. **Representations and Warranties of Sellers.** Seller represents and warrants to Purchaser as follows:

a. Seller has good, absolute, and marketable title to the Membership Interest and has full authority to enter into this Agreement and to consummate the transactions contemplated hereby.

b. Seller has the right, power, legal capacity, and authority to enter into this Agreement and to perform the obligations of Seller hereunder without obtaining the approval and consent of any person or entity and Seller is authorized to execute this Agreement.

c. The Membership Interest is and, on the Closing Date, shall be free and clear of any liens, claims, or encumbrances of any kind or nature whatsoever, other than any liens, claims, or encumbrances expressly granted by or arising under this Agreement.

d. Except for this Agreement, there are no outstanding options, rights, or agreements of any kind or nature relating to the issuance, sale, or transfer of the Membership Interest.

e. The Company is duly organized, validly existing, and in good standing under the laws of Florida, and has all requisite power and authority to own, lease, and operate its properties and carry on its business as now being conducted.

f. This Agreement has been duly executed and delivered by Seller and constitutes a valid and binding obligation of Seller enforceable against Seller in accordance with its terms and conditions.

g. The execution, delivery, and performance of this Agreement does not and will not (i) conflict with or result in a breach of the terms or conditions of any contract, agreement, or instrument to which Seller are or may be a party or otherwise bound, (ii) result in the creation of any lien, security interest, charge, or

encumbrance upon any of the Membership Interest, or (iii) violate or conflict with any applicable law, rule, or regulation.

7. **Purchasers' Representations and Warranties.** Purchaser represents and warrant to Seller as follows:

a. This Agreement has been duly executed and delivered by Purchaser and constitutes a valid and binding obligation of Purchaser enforceable against such Purchaser in accordance with its terms.

b. Purchaser has the right, power, legal capacity, and authority to enter into this Agreement and to perform the obligations of Purchaser hereunder without obtaining the approval and consent of any person or entity.

c. The execution, delivery, and performance of this Agreement does not and will not conflict with or result in a breach of the terms or conditions of any contract, agreement, or instrument to which Purchaser is or may be a party or otherwise bound.

d. Neither Purchaser nor any entity acting on behalf of Purchaser has agreed to pay a broker, commission, finder's fee or similar payment in connection with this Agreement or any matter related hereto.

e. The foregoing representations and warranties shall survive Closing.

8. **Closing.** The closing of the sale of the Membership Interest ("Closing") shall take place on execution of this Agreement, (the "Closing Date"), at the business offices of Seller's attorney or at such other place mutually acceptable to all the parties following grant of the FCC consent to such transaction.

9. **Deliveries at Closing.**

a. At Closing, Seller shall deliver to Purchasers duly executed assignments of Membership Interest, in form and content reasonably acceptable to Purchaser, properly executed, transferring and delivering the Membership Interest to Purchaser, the form of which is attached to this Purchase Agreement, along with Seller's resignation as Manager of the Company.

b. At Closing, Purchasers shall deliver to Seller the following: (i) the payment of \$18,000.00 as set forth above.

10. **Post-Closing Deliveries.** After Closing, each party to this Agreement shall, at the request of the other and without further consideration, furnish, execute, and

deliver such documents, instruments, or certificates as the requesting party shall reasonably request as necessary or desirable to effect the sale of the Membership Interest.

11. **Seller's Indemnification.** Seller shall defend, indemnify, and hold Purchaser harmless against, all claims, liabilities, damages, loss, costs, or expenses (including reasonable attorneys' fees and costs) incurred by Purchaser resulting from or in respect to (i) any breach in the Seller's representations, warranties, or covenants in this Agreement, or (ii) any claim by any party arising from Seller's prior individual ownership of WLYC, including but not limited to claims from vendors and third parties who had contractual relationships with Seller individually in connection with the operation of WLYC.

12. **Purchaser's Indemnification.** Purchaser shall defend, indemnify, and hold Seller harmless against, all claims, liabilities, damages, loss, costs, or expenses (including reasonable attorneys' fees and costs) incurred by Seller resulting from or in respect to any breach in Purchaser's representations, warranties, or covenants in this Agreement and (ii) the conduct of the business or operations of the Company or the use or ownership of the Company's Assets and/or Property after the Closing Date, including any and all liabilities arising from or relating to events occurring after the Closing Date.

13. **Notice of Claims.** In the event that any party hereunder shall receive any written notice of any claim or proceeding against said party (the "Indemnitee"), the Indemnitee shall give the party upon whom a claim could be made under the applicable indemnity (the "Indemnitor") written notice of any such loss, liability, claim, damage, or expense, and the Indemnitor, based thereon, shall have the right to contest and defend any such action in the name of the Indemnitee at the Indemnitor's own expense; provided that if the Indemnitor shall fail to notify the Indemnitee of the assumption of the defense of any such action within twenty (20) days of giving such notice by the Indemnitee, then the Indemnitee shall have the right to take any such action as he deems reasonable to defend, contest, settle, or compromise any such action or assessment and claim indemnification as provided herein. If the Indemnitor defends any action for which indemnification is claimed, the Indemnitee shall be entitled to participate at its own expense in the defense of such action; provided, however, that the Indemnitor shall bear the fees and expenses of the Indemnitee's counsel if (i) the employment of such counsel is specifically authorized in writing by the Indemnitor or (ii) the named parties to such action include both the Indemnitor and Indemnitee, and there exists a conflict of interest between such parties which renders it inappropriate for counsel selected by the Indemnitor to represent both Indemnitor and Indemnitee. The Indemnitor shall not be liable for any settlement of any claim, action, or proceeding affected without its written consent, except as expressly provided herein. Failure of the Indemnitee to notify the Indemnitor of any such claim for which he or it is entitled to indemnity hereunder shall not impair, limit, or affect the indemnification provided herein so long as the ability of the Indemnitor to contest, defend, or dispute such claim has not been materially and adversely affected.

14. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and will be deemed to have been duly given if personally

delivered, or when received if mailed by the United States First-Class Certified or Registered Mail, postage pre-paid, with return receipt requested and marked delivered or refused, or by a national overnight delivery service with proof of delivery or refusal of delivery, to the other party at the following address (or at such other address as to which a party hereto has been notified as provided herein):

If to Seller: James McKowne  
P.O. Box 43666  
Richmond Heights, OH 44143

If to Purchaser: Jeffrey Andrulonis  
2086 Old State Road  
Mainesburg, PA 16932

15. **Assignment.** No party may assign its rights or obligations under this Agreement.

16. **Entire Agreement.** This Agreement constitutes the entire agreement for the sale and purchase of the Membership Interest between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written. There are no warranties, representations, or other agreements between the parties, in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver, or termination of this Agreement shall be binding unless contained in a writing that has been executed by the party to be bound thereby.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Florida, without giving effect to principles of conflict of laws.

18. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, heirs, and assigns.

19. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original but all of which shall constitute one and the same instrument.

20. **Costs & Expenses.** Buyer shall bear the expense and costs of any FCC Filing fees associated with this transaction as well as any legal expenses associated with the transaction.

**SIGNATURES ON FOLLOWING PAGE**

WHEREFORE, the parties hereto have executed this Agreement effective on the date first set forth above.

SELLER: JAMES McKOWNE

PURCHASER: JEFFREY ANDRULONIS

*James McKowne*  
\_\_\_\_\_

\_\_\_\_\_

STATE OF OHIO )  
 ) SS:  
COUNTY OF Cuyahoga )

The foregoing instrument was acknowledged before me this 29th day of July, 2006 by JAMES McKOWNE. He/She is personally known to me or who has produced as identification.

*Katherine O'Leary*  
\_\_\_\_\_

NOTARY PUBLIC, State of Florida  
Print Name: Katherine O'Leary  
Commission No.: \_\_\_\_\_

My Commission Expires:



KATHERINE O'LEARY  
Notary Public, State of Ohio  
My Commission Expires  
June 12, 2010

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2006 by JEFFREY ANDRULONIS. He/She is personally known to me or who has produced as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

My Commission Expires:

WHEREFORE, the parties hereto have executed this Agreement effective on the date first set forth above.

SELLER: JAMES McKOWNE

PURCHASER: JEFFREY ANDRULONIS

\_\_\_\_\_

*Jeffrey Andrulonis*  
\_\_\_\_\_

STATE OF OHIO )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2006 by JAMES McKOWNE. He/She is personally known to me or who has produced as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

My Commission Expires:

STATE OF FLORIDA )  
COMMONWEALTH OF PENNSYLVANIA ) SS:  
COUNTY OF Broward )

The foregoing instrument was acknowledged before me this 18 day of July, 2006 by JEFFREY ANDRULONIS. He/She is personally known to me or who has produced as identification.

*Mara Lepore*  
\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

My Commission Expires:



MARA F. LEPORE  
MY COMMISSION # DD 318706  
EXPIRES: June 6, 2008  
Bonded Thru Budget Notary Services