

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of March 23, 2017, by and between ROBERT R. RULE D.B.A. RULE COMMUNICATIONS (Robert R. Rule, a resident of the State of Wyoming, is a sole proprietor, doing business as Rule Communications) (the "Seller") and UNIVERSITY OF WYOMING (a public institution of higher education) (the "Buyer").

WITNESSETH:

WHEREAS, Seller is the licensee of FM Translator Stations K247BC, Jackson, Wyoming (FCC Facility ID Number 158404), K256CI, Bondurant, Wyoming (FCC Facility ID Number 157052), K298AY, Wheatland, WY (FCC Facility ID Number 157083), and K240EK, Jackson, Wyoming (FCC Facility ID Number 158303) (collectively, the "Stations"), pursuant to authorizations issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, Seller desires to sell, transfer, assign, convey and deliver to Buyer, and Buyer desires to acquire from Seller, certain of the assets owned and held by Seller and used or useful solely in connection with the operation of the Stations.

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. **Sale of Assets.** On the Closing Date (as hereinafter defined in Section 4), Seller agrees to sell, transfer, assign, convey and deliver to Buyer, and Buyer agrees to purchase and assume, all of the right, title and interest of Seller in and to those certain assets and properties of Seller owned or held by Seller and used or useful solely in connection with the operation of the Stations (the "Assets") free and clear of liens, claims and encumbrances, which shall include the following:

(a) **FCC Authorizations.** All FCC licenses, permits, authorizations and applications to operate the Stations (the "FCC Authorizations") together with all licenses, permits and authorizations issued by any other governmental authority in connection with the operation of the Stations, as set forth on Schedule 1(a);

(b) **Station Records.** The records and logs pertaining the operation of the Stations; and

(c) **Assumed Contracts.** Contracts, leases and other agreements, written or oral, listed in Schedule 1(c) hereto to which Seller is a party or which are binding upon Seller and which relate to or affect the Assets or the business or operations of the Stations on or after the Closing Date, and which Buyer agrees to assume in writing such contracts as of the Closing Date, and such other contracts entered into by Seller between the date of this Agreement and the Closing Date that Buyer agrees in writing to assume (collectively, the "Assumed Contracts").



2. **Purchase Price.** In consideration of the sale, transfer, assignment, conveyance and delivery of the Assets to Buyer, Buyer shall pay to Seller, at Closing and by wire transfer in immediately available funds, the sum of One Hundred Ten Thousand Dollars (\$110,000) (the "Purchase Price").

3. **FCC Consent; Assignment Application.** It is specifically understood and agreed by Seller and Buyer that the assignment of the FCC Authorizations is subject to the prior consent of the FCC ("FCC Consent"). Within ten (10) days after execution of this Agreement, Seller and Buyer shall jointly file with the FCC an application for assignment of the FCC Authorizations (the "Assignment Application") from Seller to Buyer. Seller and Buyer shall thereafter prosecute the Assignment Application with all reasonable diligence and otherwise use their best efforts to obtain the grant of the Assignment Application as expeditiously as practicable. Any filing fees for the Assignment Application shall be paid by Buyer.

4. **Closing Date.** The closing (the "Closing") of the transactions contemplated by this Agreement shall occur on a date (the "Closing Date") mutually agreed upon by Transferee and Transferor within ten (10) business days after the FCC grant of the Assignment Application has become a Final Order, subject to the satisfaction of the other conditions precedent to this Agreement. For purposes of this Agreement, "Final Order" means an action by the FCC that has not been reversed, stayed, enjoined, set aside, annulled, or suspended, and with respect to which no requests are pending for administrative or judicial review, reconsideration, appeal, or stay, and the time for filing any such requests and the time for the FCC to set aside the action on its own motion have expired. Buyer shall have the right, in its sole discretion, to waive the Final Order requirement for Closing and, in that event, the Closing will take place on the date that is ten (10) business days after the FCC grant of the Assignment Application.

5. **Seller's Representations, Warranties and Other Obligations.** Seller represents and warrants, to the best of its knowledge and belief, that:

(a) Seller is a sole proprietor in the State of Wyoming. Seller has the right, power, and authority, and has taken all necessary action, to enter into this Agreement and to fully perform all of its obligations under this Agreement. This Agreement constitutes a valid and binding agreement of Seller, enforceable in accordance with its terms.

(b) Seller is the authorized legal holder of the FCC Authorizations and the other licenses, permits, and authorizations.

(c) The FCC Authorizations are in full force and effect and have not been revoked, canceled, or rescinded.

(d) Seller has good and marketable title to the Assets, and the Assets are free of all liens, encumbrances or hypothecations.

(e) Between the date of this Agreement and the Closing Date: (i) Seller shall operate the Stations in good faith, in the usual manner, and with due diligence to maintain the Stations and their operations and to preserve the Stations' FCC Authorizations and Assets; and (ii) Seller shall operate the Stations in compliance with all applicable laws, regulations and

policies; and (iii) Seller shall not, except in the ordinary course of the Stations' business, dispose of any Assets, or enter into or modify any agreements or commitments regarding the Stations or their operations, without the prior written consent of Buyer, which consent may not be unreasonably withheld, delayed, or conditioned.

(f) There is no judgment outstanding or any claim or litigation or proceeding pending or, to Seller's knowledge, threatened regarding the title or interest of Seller to or in any of the Assets or the Stations' operations, or which could prevent or adversely affect the ownership, use, or operation of the Stations by Buyer. There is (i) no complaint or other proceeding pending, outstanding, or to Seller's knowledge threatened, before the FCC as a result of which an investigation, notice of apparent liability or order of forfeiture may be issued from the FCC relating to the Stations, (ii) no FCC notice of apparent liability or order of forfeiture pending, outstanding, or to Seller's knowledge threatened, against Seller or the Stations, and (iii) no investigation pending, outstanding, or to Seller's knowledge threatened, with respect to any violation or alleged violation of the Communications Act or any FCC rule, regulation or policy by Seller.

(g) No representation or warranty made by Seller in this Agreement, or any statement or certificate furnished by, or to be furnished by, Seller to Buyer pursuant hereto, or in connection with the transaction contemplated hereby, contains, or will contain, any untrue statement of a material fact, or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

6. Buyer's Representations and Warranties.

(a) Buyer represents and warrants that Buyer is a public institution of higher education in the State of Wyoming, and is validly existing and in good standing. Buyer has the right, power and authority, and has taken all necessary action, to enter into this Agreement and to fully perform all of its obligations under this Agreement. This Agreement constitutes a valid and binding agreement of Buyer, enforceable in accordance with its terms.

(b) Buyer is qualified to hold the FCC Authorizations.

(c) No representation or warranty made by Buyer in this Agreement, or any statement or certificate furnished by, or to be furnished by, Buyer to Seller pursuant hereto, or in connection with the transaction contemplated hereby, contains, or will contain, any untrue statement of a material fact, or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

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

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

(a) The performance of the obligations of Seller hereunder are subject to the satisfaction of each of the following express conditions precedent:

(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 shall have been issued without any condition that would have a material adverse effect upon Seller.

(iv) Buyer shall have delivered to Seller on the Closing Date the Purchase Price.

(b) The performance of the obligations of Buyer hereunder are 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 shall have been issued without any condition that would have a material adverse effect upon Buyer.

(iv) The Stations shall be validly operating in accordance with their FCC authorizations as of the Closing Date. Buyer may elect to visit and inspect the Stations' sites and Seller shall cooperate with such visits.

(v) Buyer shall not be obligated to close under this Agreement unless and until Buyer has obtained transmitter site lease arrangements, acceptable to Buyer in Buyer's sole discretion, for Buyer's use of the transmitter sites specified in the FCC authorizations for Stations K247BC, K298AY, and K240EK, and which arrangements allow Buyer to commence operations of the Stations upon Closing.

9. **Closing Deliveries.** At the Closing, the parties shall deliver to each other such documents, instruments and agreements as either party shall request and as shall be reasonably necessary to consummate the transactions contemplated by this Agreement, each in form and substance reasonably satisfactory to counsel for the requesting party.

10. **Assignment.** No party shall assign or attempt to assign any of the rights or obligations under this Agreement without the prior written consent of the other party hereto.

11. **Indemnification by Seller.** Seller shall indemnify and hold harmless Buyer against and in respect of:

(a) **Operations Prior to Closing.** Any and all liabilities, obligations, claims, and demands arising prior to the Closing Date out of: the right to own or operate the Stations (including, but not limited to, claims related to compliance with FCC rules and regulations), any breach by Seller of this Agreement, or any inaccuracy in or breach of any representation, warranty, or covenant made by Seller herein.

(b) **Defense.** Should any claim covered by the foregoing indemnity be asserted against Buyer, Buyer shall notify Seller promptly and give it an opportunity to defend the same and Buyer shall extend reasonable cooperation to Seller in connection with such defense. In the event that Seller fails to defend the same within a reasonable time, Buyer shall be entitled to assume, but need not assume, the defense thereof and Seller shall be liable to repay Buyer for all damages suffered by Buyer and all of its expenses reasonably incurred in connection with such defense (including, but not limited to, reasonable attorney fees and settlement payments).

12. **Indemnification by Buyer.** Buyer shall, to the extent permitted by Wyoming law, indemnify and hold harmless Seller against and in respect of:

(a) **Operations after Closing.** Any and all liabilities, obligations, claims, and demands arising after the Closing Date out of the right to own or operate the Station (including, but not limited to, claims related to compliance with FCC rules and regulations), any breach by Buyer of this Agreement, or any inaccuracy in or breach of any representation, warranty, or covenant made by Buyer herein.

(b) **Defense.** Should any claim covered by the foregoing indemnity be asserted against Seller, Seller shall notify Buyer promptly and give it an opportunity to defend the same, and Seller shall extend reasonable cooperation to Buyer in connection with such defense. In the event Buyer fails to defend the same within a reasonable time, Seller shall be entitled to assume, but need not assume, the defense thereof, and Buyer shall be liable to repay Seller for all damages suffered by Seller and all its expenses reasonably incurred in connection with such defense (including, but not limited to, reasonable attorney fees and settlement payments).

13. **Specific Performance.** The parties recognize the uniqueness of the Stations and the assets, authorizations, and attributes that are associated with their operations, and for that reason agree that Buyer shall have the right to specific performance of this Agreement upon default of Seller.

14. **Termination.**

(a) **Termination by Seller.** This Agreement may be terminated by Seller and the purchase and sale of the Assets abandoned, if Seller is not then in material default, upon written notice to Buyer, upon the occurrence of any of the following:

(i) **Conditions.** If, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Buyer set forth in this Agreement have not been satisfied or waived in writing by Seller.

(ii) **Judgments.** If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Seller, that would prevent or make unlawful the Closing.

(iii) **Material Breach by Buyer.** If the Buyer defaults by material breach of this Agreement and such breach is not cured within thirty (30) days after written notice of the breach (the "Cure Period").

(iv) **Upset Date.** If the Closing shall not have occurred by February 31, 2018.

(b) **Termination by Buyer.** This Agreement may be terminated by Buyer and the purchase and sale of the Assets abandoned, if Buyer is not then in material default, upon written notice to Seller, upon the occurrence of any of the following:

(i) **Conditions.** If, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Seller set forth in this Agreement have not been satisfied or waived in writing by Buyer.

(ii) **Judgments.** If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Buyer, that would prevent or make unlawful the Closing.

(iii) **Material Breach by Seller.** If the Seller defaults by material breach of this Agreement and such breach is not cured within thirty (30) days after written notice of the breach (the "Cure Period").

(iv) **Upset Date.** If the Closing shall not have occurred by February 31, 2018.

15. **Miscellaneous.**

(a) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their heirs, successors, executors, legal representatives and permitted assigns.

(b) Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

(c) The construction and performance of this Agreement shall be governed by the laws of the State of Wyoming, without regard to its conflict of law provisions.

(d) This Agreement embodies the entire agreement and understanding of the parties hereto relating to the matter provided for herein, and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

(e) No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension or discharge is sought.

(f) The representations, covenants, and warranties herein shall survive the Closing Date for a period of twelve months.

(g) Seller and Buyer shall bear their respective costs and expenses for any attorneys, accountants, brokers, and advisors retained by or representing them in connection with their respective negotiation and execution of this Agreement and the performance of their respective obligations hereunder.

(h) Modification Application for K256CI. Pursuant to Section 73.3517(a) of the FCC's rules, Seller consents to Buyer's filing, in Buyer's name and from Buyer's CDBS account, and at any time following the submission of the Assignment Application, a Minor Change to License Application (the "Modification Application") for Station K256CI, in order to specify a transmitter site and operating parameters of Buyer's choice. Buyer shall pay all expenses incurred in the preparation, filing, and prosecution of the Modification Application.

16. **Notices.** All notices 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 twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, including U.S. Postal Service Express Mail, 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:

Robert R. Rule
Rule Communications
2232 Dell Range Blvd., Suite #308
Cheyenne, WY 82009-4994
Tel: (307) 637-7777
Email: bobrule@wvoming.com

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

Robert R. Rule
Rule Communications
219 East Pine Street, Suite #112 (if via courier)
PO Box 2000 (if via US Mail)
Pinedale, WY 82941-2000
Tel: (307) 367-3333

If to Buyer, to:

University of Wyoming
Wyoming Public Radio
1000 East University, Dept. 3984
Laramie, WY 82071
Attention: General Manager
Email:

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

Barry S. Persh, Esq.
Gray Miller Persh LLP
1200 New Hampshire Avenue, NW
Washington, DC 20036
Tel: 202-776-2458
Email: bpersh@graymillerpersh.com

17. **Sovereign Immunity.** Buyer does not waive its sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. Any actions or claims against the Buyer under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

18. **Interpretation.** The Parties hereto agree that (a) the laws of Wyoming shall govern this Agreement; (b) any questions arising hereunder shall be construed according to such laws; and (c) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

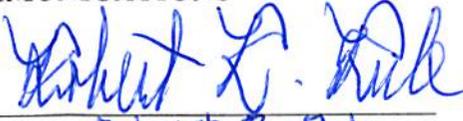
19. **Counterparts.** This Agreement may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be signed and exchanged by facsimile or email (PDF) transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

20. **Headings.** The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**ROBERT R. RULE D.B.A. RULE
COMMUNICATIONS**

By: 
Print Name: Robert R. Rule
Title: Sole Proprietor

UNIVERSITY OF WYOMING

By: 
Print Name: William Mai
Title: Vice President for Administration

SCHEDULE 1(a)

FCC Authorizations

<u>Call Sign</u>	<u>Facility ID Number</u>	<u>Location</u>	<u>File Number</u>	<u>Expiration Date</u>
K247BC	158404	Jackson, WY	BLFT- 20080122AAH	10/01/2021
K256CI	157052	Bondurant, WY	BLFT-20161129AHD	10/01/2021
K298AY	157083	Wheatland, WY	BLFT-20080325AHQ	10/01/2021
K240EK	158303	Jackson, WY	BLFT-20161228AAK	10/01/2021

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SCHEDULE 1(c)

Assumed Contracts

N/A