

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made as of February 12, 2008 between The Last Bastion Station Trust, LLC, a Delaware limited liability company (“**Seller**” or “**Trustee**”), and Educational Media Foundation, a California non-profit corporation (“**Buyer**”).

### RECITALS

In connection with the Agreement and Plan of Merger by and among The Walt Disney Company, ABC Radio Holdings, Inc. (fka ABC Chicago FM Radio, Inc.), Citadel Broadcasting Company (“**Citadel**”) and Alphabet Acquisition Corp. dated February 6, 2006, Citadel entered into a Trust Agreement dated as of June 12, 2007, as amended by that certain First Amendment to Trust Agreement dated as of June 25, 2007, and as further amended by that certain Second Amendment to Trust Agreement dated as of July 23, 2007 (the “**Trust Agreement**”), with Trustee in order to vest legal title and control of certain stations in the Trustee for the purpose of reducing the number of stations in which Citadel holds an attributable interest in certain markets and facilitating a sale or sales of the stations by the Trustee. Upon consummation of the Merger, the Station (defined below) was assigned to and is currently operated by the Trustee.

Seller, as trustee, operates broadcast radio station WCYI(FM), FCC Facility ID No. 26389, Lewiston, ME (the “**Station**”), pursuant to licenses issued by the Federal Communications Commission (the “**FCC**”).

Seller and Buyer have agreed that Seller will sell and Buyer will acquire the Station Assets (as defined below), on the terms and subject to the conditions set forth in this Agreement, including the FCC’s consent to the assignment of the FCC Licenses (as defined below) to Buyer. A table of cross-references for definitions of capitalized terms used in this Agreement is set forth in Article 12.

### AGREEMENT

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

#### ARTICLE 1: PURCHASE OF ASSETS

**1.1 Station Assets.** On the terms and subject to the conditions hereof, at Closing (defined below), except as set forth in Sections 1.2 and 1.3, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to the assets and properties of Seller, real and personal, tangible and intangible, that are used exclusively in the operation of the Station (the “**Station Assets**”), as follows:

(a) The licenses, permits and other authorizations issued to Seller by the FCC with respect to the Station (the “**FCC Licenses**”) and listed on **Schedule 1.1(a)**, including any modifications thereof between the date hereof and Closing;

(b) the equipment, transmitters, antennas, cables, towers, vehicles, furniture, fixtures, spare parts and other tangible personal property listed on ***Schedule 1.1(b)***, except for any retirements or dispositions thereof made between the date hereof and Closing in the ordinary course of business (the “***Tangible Personal Property***”);

(c) that certain Amended and Restated Ground Lease, dated February 20, 2002, between Linda L. Atkins, David M. Blocher, and Seller, as successor-in-interest to Citadel Broadcasting Company, for real property located in Litchfield, Maine, a copy of which is attached hereto as ***Schedule 1.1(c)*** (the “***Ground Lease***”);

(d) **[Intentionally Omitted]**;

(e) all of Seller’s rights in and to the Station’s call letters (the “***Intangible Property***”); and

(f) Seller’s rights in and to all the files, documents, records, and books of account (or copies thereof) relating exclusively to the operation of the Station, including the Station’s local public files, engineering data, advertising studies, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and logs, but excluding records relating to Excluded Assets (defined below).

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances (“***Liens***”) except for Permitted Liens. “***Permitted Liens***” means the following: (i) liens for current taxes not yet due and payable (or being contested in good faith); (ii) zoning laws and ordinances and similar laws; (iii) rights reserved to any governmental authority to regulate the affected property; (iv) as to interests in real property, any easements, rights-of-way, servitudes, permits, restrictions and minor imperfections or irregularities in title that are reflected in the public records and that do not individually or in the aggregate materially detract from the value of the real property or interfere with the right or ability to own, use, lease or operate the real property as presently utilized; (v) the Assumed Obligations, (vi) materialmen’s, mechanics’, workmen’s, repairmen’s or other Liens arising in the ordinary course of business that are satisfied and/or discharged on or before the Closing Date, and (vii) any Liens set forth on ***Schedule 1.1(x)***.

**1.2 Excluded Assets.** Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following assets or any rights, title and interest therein (the “***Excluded Assets***”):

(a) all cash and cash equivalents of Seller or Citadel, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, money market accounts and all such similar accounts or investments;

(b) all tangible and intangible personal property of Seller or Citadel retired or disposed of between the date of this Agreement and Closing in accordance with Article 4;

(c) all agreements for the sale of advertising time on the Station and all other contracts, agreements and leases entered into by Seller or Citadel with respect to the Station’s business or operations (except for the Ground Lease), together with all contracts, agreements and

leases made between the date hereof and Closing, if any (the “**Station Contracts**”), including all Station Contracts that are terminated or expire prior to Closing in accordance with Article 4;

(d) Citadel’s corporate and trade names unrelated to the operation of the Station (including the name “*Citadel*”), charter documents, and books and records relating to the organization, existence or ownership of Citadel, duplicate copies of the records of the Station, and all records not relating to the operation of the Station;

(e) all contracts of insurance, all coverages and proceeds thereunder and all rights in connection therewith, including without limitation rights arising from any refunds due with respect to insurance premium payments to the extent related to such insurance policies;

(f) all pension, profit sharing plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Seller or Citadel;

(g) the Station’s accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided prior to the Effective Time (defined below) or otherwise arising during or attributable to any period prior to the Effective Time (the “**Accounts Receivable**”);

(h) any non-transferable shrinkwrapped computer software and any other non-transferable computer licenses that are not material to the operation of the Station;

(i) all rights and claims of Seller, whether mature, contingent or otherwise, against third parties with respect to the Station and the Station Assets, to the extent arising during or attributable to any period prior to the Effective Time;

(j) all deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent Seller receives a credit therefor under Section 1.6;

(k) computers and other similar assets located anywhere other than at the Station’s studios, and any other operating systems and related assets that are used in the operation of multiple stations or other business units;

(l) the studio and office facilities of the Station, all equipment and furniture located therein, and all contracts relating to such office or studio space or equipment located therein, except as specifically set forth on **Schedule 1.1(b)**;

(m) the tower and other assets used or held for use in the operation of any other radio station owned or operated by Citadel, Seller or an affiliate of Citadel or Seller, except as specifically set forth on **Schedule 1.1(b)**; and

(n) the assets listed on **Schedule 1.2** (if any).

**1.3      Assumption of Obligations.** On the Closing Date (defined below), Buyer shall assume the Ground Lease and the obligations of Seller arising during, or attributable to, any period of time on or after the Closing Date from the ownership or holding of the Station Assets, and any other liabilities of Seller to the extent Buyer receives a credit therefor under Section 1.6 (collectively, the “***Assumed Obligations***”). Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of Seller (the “***Retained Obligations***”). Buyer will not be hiring any Seller employees, and shall have no obligation with respect to any Seller employee, including, without limitation, for severance, accrued vacation or leave, or for any other employee benefit.

**1.4      Purchase Price.** In consideration for the sale of the Station Assets to Buyer, at Closing Buyer shall pay Seller, by wire transfer of immediately available funds, the sum of One Million Dollars (\$1,000,000), subject to adjustment pursuant to Section 1.6 (the “***Purchase Price***”).

**1.5      Deposit.** On the date of this Agreement, Buyer shall make a cash deposit in immediately available funds in an amount equal to One Hundred Thousand Dollars (\$100,000) (the “***Deposit***”) with Commerce Bank, National Association (the “***Escrow Agent***”) pursuant to the Escrow Agreement (the “***Escrow Agreement***”) of even date herewith among Buyer, Seller and the Escrow Agent. At Closing, the Deposit shall be disbursed to Seller and applied to the Purchase Price and any interest accrued thereon shall be disbursed to Buyer. If this Agreement is terminated by Seller pursuant to Section 10.1(c), the Deposit and any interest accrued thereon shall be disbursed to Seller. If this Agreement is terminated for any other reason, the Deposit and any interest accrued thereon shall be disbursed to Buyer. The parties shall each instruct the Escrow Agent to disburse the Deposit and all interest thereon to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement. Any failure by Buyer to make the Deposit on or within one business day after the date hereof constitutes a material default as to which the Cure Period under Section 10.2 does not apply entitling Seller to immediately terminate this Agreement.

**1.6      Prorations and Adjustments.** All prepaid and deferred expenses relating to the Station Assets and arising from the operation of the Station shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles (“***GAAP***”) as of 12:01 a.m. on the day of Closing (the “***Effective Time***”). Such prorations shall include without limitation all ad valorem, real estate and other property taxes, music and other license fees, utility expenses, rent and similar prepaid and deferred items. Seller shall receive a credit for all of the Station’s deposits and prepaid expenses. Prorations and adjustments shall be made no later than ninety (90) calendar days after Closing.

**1.7      Allocation.** Within 30 days of Closing, Buyer and Seller shall mutually agree to an allocation of the Purchase Price for tax purposes in accordance with the respective fair market values of the Station Assets and the goodwill being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the “***Code***”). Each of Buyer and Seller shall file a tax return reflecting this allocation as and when required under the Code.

**1.8 Closing.** The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the “**Closing**”) shall take place on or before the tenth business day after the date the FCC Consent shall have become a Final Order, or on such later day after such consent as Buyer and Seller may mutually agree, subject the satisfaction or waiver of the conditions set forth in Articles 6 or 7 below. As used in this Agreement, “Final Order” shall mean an order of the FCC or a court of competent jurisdiction with respect to which no appeal, no petition for re-hearing, reconsideration or stay, and no other administrative or judicial action contesting such order is pending and as to which the time for filing or instituting such appeal, petition or other action has expired, or, if filed or instituted, has been denied, dismissed, concluded or withdrawn, and the time for requesting or instituting any further review or reconsideration by a court of competent jurisdiction or the FCC, whether on its own motion or at the request of any party, has expired. The date on which the Closing is to occur is referred to herein as the “**Closing Date**.” The Closing shall be held at the offices of Davis Wright Tremaine LLP, 1919 Pennsylvania Avenue, Suite 200, Washington DC, 20006 at 10AM, or at any other mutually agreeable place, or by mail.

**1.9 Governmental Consents.**

(a) Within five (5) business days of the date of this Agreement, Buyer and Seller shall file an application with the FCC (the “**FCC Application**”) requesting FCC consent to the assignment of the FCC Licenses to Buyer. FCC consent to the FCC Application without any material adverse conditions other than those of general applicability is referred to herein as the “**FCC Consent**”. Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible.

(b) Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

(c) Seller shall, to the extent Buyer deems such action necessary, execute the statement contemplated by Section 73.3517 of the FCC’s rules in conjunction with the filing of a request by Buyer for a waiver of the FCC’s “main studio” rules, such waiver to be effective on or after the Closing Date. Such request shall be made and prosecution thereof shall be conducted solely at Buyer’s expense.

**ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES**

Seller makes the following representations and warranties to Buyer:

**2.1 Organization.** Seller is duly organized, validly existing and in good standing under the laws of the State of Delaware, and is qualified to do business in each jurisdiction in which the Station Assets are located. Seller has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be made

by Seller pursuant hereto (collectively, the “***Seller Ancillary Agreements***”) and to consummate the transactions contemplated hereby.

**2.2      Authorization.** The execution, delivery and performance of this Agreement and the Seller Ancillary Agreements by Seller have been duly authorized and approved by all necessary action of Seller and do not require any further authorization or consent of Seller. This Agreement is, and each Seller Ancillary Agreement when made by Seller and the other parties thereto will be, a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors’ rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

**2.3      No Conflicts.** Except as set forth on ***Schedule 2.3*** and except for the FCC Consent and the consent to assign the Ground Lease, if required thereunder, the execution, delivery and performance by Seller of this Agreement and the Seller Ancillary Agreements and the consummation by Seller of any of the transactions contemplated hereby or thereby does not conflict with any organizational documents of Seller, any contract or agreement to which Seller is a party or by which it is bound, or any law, judgment, order, or decree to which Seller is subject, or require the consent or approval of, or a filing by Seller with, any governmental or regulatory authority or any third party.

**2.4      FCC Licenses.** Except as set forth on ***Schedule 1.1(a)***, Seller is the holder of the FCC Licenses described on ***Schedule 1.1(a)***, which are all of the licenses, permits and authorizations required for the present operation of the Station. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending, or, to Seller’s knowledge, threatened, any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings of general applicability). There is not issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against the Station or against Seller with respect to the Station that could result in any such action. The Station is operating in compliance in all material respects with the FCC Licenses, the Communications Act of 1934, as amended (the “**Communications Act**”), and the rules, regulations and policies of the FCC, including (a) that the Station is now and on the Closing Date will be transmitting at no less than 90% of its authorized power and (b) FCC requirements concerning the obstruction marking, lighting, construction, and alteration of the existing tower used in the operation of the Station. To Seller’s knowledge, the Station is not causing or receiving interference that would constitute a violation of the FCC’s rules. All material reports and filings required to be filed with the FCC by Seller with respect to the Station have been timely filed. All such reports and filings are accurate and complete in all material respects. Seller maintains a public inspection file for the Station and, to Seller’s knowledge, Seller’s maintenance of such file materially complies with the Communications Act. To Seller’s knowledge, the operations of the Station do not materially exceed permissible levels of exposure to RF radiation specified in the FCC’s rules concerning RF radiation.

**2.5        Taxes.** To Seller's knowledge, Seller has, in respect of the Station's business, filed all foreign, federal, state, county and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

**2.6        Personal Property.** *Schedule 1.1(b)* contains a list of material items of Tangible Personal Property included in the Station Assets. Except as set forth on *Schedule 1.1(b)*, Seller has good and marketable title to the Tangible Personal Property free and clear of Liens other than Permitted Liens. Except as set forth on *Schedule 1.1(b)*, all material items of Tangible Personal Property are in operating condition and repair, ordinary wear and tear excepted.

**2.7        Ground Lease and Leased Real Property.** The Ground Lease is in full force and effect, and Seller, and to Seller's knowledge, the landlord, is not in material default thereunder. The real property subject to the Ground Lease (the "*Leased Real Property*") constitutes the only real property required to operate the transmission facilities of the Station in the manner in which it is presently operated, with the exception of the real property excluded under Section 1.2(l) above. There is access to the Leased Real Property by public roads and/or private roads subject to valid easements where necessary, and, to Seller's knowledge, all utilities necessary for Buyer's use of the Leased Real Property are installed. To Seller's knowledge, the buildings, towers, guys and other fixtures used for the operation of the Station and situated on the Leased Real Property are free of material structural defects and are contained within the legal bounds of the Leased Real Property. To Seller's knowledge, there is no pending condemnation or similar proceeding affecting the Leased Real Property or any portion thereof, and no such action is presently contemplated or threatened.

**2.8        [Intentionally Omitted]**

**2.9        Environmental.** To Seller's knowledge, no hazardous or toxic substance or waste regulated under any applicable environmental, health or safety law has been generated, stored, transported or released by Seller on, in, from or to the real property included in the Station Assets. Except as set forth on *Schedule 1.1(c)*, to Seller's knowledge, Seller has complied in all material respects with all environmental, health and safety laws (collectively "*Environmental Laws*") applicable to the Station, and Seller has not received any communication from any other party to indicate that any prior user or occupant of the real property has not complied in all material respects with all Environmental Laws applicable to the Station.

**2.10       Intangible Property.** *Schedule 1.1(d)* contains a description of the material Intangible Property included in the Station Assets. Except as set forth on *Schedule 1.1(d)*, (i) to Seller's knowledge, Seller's use of the Intangible Property does not infringe upon any third party rights in any material respect, (ii) no material Intangible Property is the subject of any pending, or, to Seller's knowledge, threatened legal proceedings claiming infringement or unauthorized use, and (iii) Seller has not received any written notice that its use of any material Intangible Property is unauthorized or infringes upon the rights of any other person. Except as set forth on

**Schedule 1.1(d)**, to Seller's knowledge, Seller owns or has the right to use the Intangible Property free and clear of Liens other than Permitted Liens.

**2.11      Employees.** Except as set forth on **Schedule 2.11**, (i) Seller has complied in all material respects with all labor and employment laws, rules and regulations applicable to the Station's business, including without limitation those which relate to prices, wages, hours, discrimination in employment and collective bargaining, (ii) there is no unfair labor practice charge or complaint against Seller in respect of the Station's business pending or, to Seller's knowledge, threatened before the National Labor Relations Board, any state labor relations board or any court or tribunal, and there is no strike, dispute, request for representation, slowdown or stoppage pending or threatened in respect of the Station's business, and (iii) Seller is not party to any collective bargaining, union or similar agreement with respect to the employees of Seller at the Station, and to Seller's knowledge, no union represents or claims to represent or is attempting to organize such employees.

**2.12      Insurance.** Seller or Citadel maintains insurance policies or other arrangements with respect to the Station and the Station Assets consistent with its practices for other stations, and will maintain such policies or arrangements until the Effective Time.

**2.13      Compliance with Law.** Except as set forth on **Schedule 2.13**, (i) Seller has complied in all material respects with all laws, rules and regulations, including without limitation all FCC and Federal Aviation Administration rules and regulations applicable to the operation of the Station, and all decrees and orders of any court or governmental authority which are applicable to the operation of the Station, and (ii) to Seller's knowledge, there are no governmental claims or investigations pending or threatened against Seller in respect of the Station except those affecting the industry generally.

**2.14      Litigation.** Except as set forth on **Schedule 2.14**, there is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Station that might subject Buyer to liability or which might affect Seller's ability to perform its obligations under this Agreement. Seller is not operating under or subject to any order, writ, injunction or decree relating to the Station or the Station Assets of any court or governmental authority which might have a material adverse effect on the condition of the Station or any of the Station Assets or on the ability of Seller to enter into this Agreement or consummate the transactions contemplated hereby, other than those of general applicability.

**2.15      No Undisclosed Liabilities.** Other than the Assumed Obligations and other than pursuant to the prorations under Section 1.6, there are no liabilities or obligations with respect to the Station Assets that will be binding upon Buyer after the Effective Time.

**2.16      Station Assets.** The Station Assets include all assets that are owned or leased by Seller and used or held for use exclusively in the broadcast transmission operations of the Station in all material respects as currently operated, except for the Excluded Assets.

**2.17      Broker.** Seller has not incurred or become liable for any broker's commission or finder's fee relating to the transactions contemplated under this Agreement that is binding on Buyer or that will impose any liability on Buyer.



### **ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES**

Buyer hereby makes the following representations and warranties to Seller:

**3.1 Organization.** Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and shall at Closing be qualified to do business in each jurisdiction in which the Station Assets are located. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the “*Buyer Ancillary Agreements*”) and to consummate the transactions contemplated hereby.

**3.2 Authorization.** The execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer. This Agreement is, and each Buyer Ancillary Agreement when made by Buyer and the other parties thereto will be, a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors’ rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

**3.3 No Conflicts.** Except for the FCC Consent, the execution, delivery and performance by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of any of the transactions contemplated hereby and thereby does not conflict with any organizational documents of Buyer, any contract or agreement to which Buyer is a party or by which it is bound, or any law, judgment, order or decree to which Buyer is subject, or require the consent or approval of, or a filing by Buyer with, any governmental or regulatory authority or any third party.

**3.4 Litigation.** There is no action, suit or proceeding pending or, to Buyer’s knowledge, threatened against Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of Buyer to perform its obligations hereunder.

**3.5 Qualification.** Buyer is legally, financially and otherwise qualified to acquire the FCC Licenses and to own and operate the Station Assets under the Communications Act and the rules, regulations and policies of the FCC. No waiver of or exemption from any provision of the Communications Act or any FCC rule or policy is necessary for the FCC Consent to be obtained. To Buyer’s knowledge, there are no matters with respect to Buyer which might reasonably be expected to result in the FCC’s denial or delay of approval of the FCC Application.

**3.6 Financing.** As of the Closing Date, Buyer will have sufficient cash, available lines of credit or other sources of immediately available funds to enable it to make payment of

the Purchase Price and any other amounts to be paid by it in accordance with the terms of this Agreement.

#### **ARTICLE 4: SELLER COVENANTS**

**4.1 Seller's Covenants.** Between the date hereof and Closing, except as contemplated by the Trust Agreement and except as permitted by this Agreement or with the prior written consent of Buyer, which shall not be unreasonably withheld, delayed or conditioned, Seller shall:

- (a) operate the Station in the ordinary course of business in all material respects in accordance with FCC rules and regulations and with all other applicable laws, regulations, rules and orders;
- (b) not materially adversely modify, and in all material respects maintain in full force and effect, the FCC Licenses;
- (c) not other than in the ordinary course of business, sell, lease or dispose of or agree to sell, lease or dispose of any of the Station Assets unless replaced with similar items of substantially equal or greater value and utility, or create, assume or permit to exist any Liens upon the Station Assets, except for Permitted Liens, and not dissolve, liquidate, merge or consolidate with any other entity;
- (d) maintain the Tangible Personal Property in the ordinary course of business;
- (e) upon reasonable notice, give Buyer and its representatives reasonable access during normal business hours to the Station Assets, and furnish Buyer with information relating to the Station Assets that Buyer may reasonably request, provided that such access rights shall not be exercised in a manner that interferes with the operation of the Station;
- (f) **[Intentionally Omitted];**
- (g) **[Intentionally Omitted];**
- (h) **[Intentionally Omitted];**
- (i) not waive any default or breach or modify, amend, alter or terminate any other right relating to or included in the Station Assets;
- (j) provide to Buyer, concurrently with filing thereof, copies of all reports to and other filings with the FCC relating to the Station; and provide to Buyer, promptly upon receipt thereof by Seller, copies of (i) any notices from the FCC or any other governmental authority regarding the revocation, suspension, or limitation of the rights under, or of any proceeding for the revocation, suspension, or limitation of the rights under (or that such authority may in the future, as the result of failure to comply with laws or regulations or for any other reason, revoke, suspend or limit the rights under) any FCC License, or any other license or permit held by Seller respecting the Station, and (ii) all protests, complaints, challenges or other

documents filed with the FCC by third parties concerning the Station, together with, promptly upon the filing or making thereof, copies of Seller's responses to such filings. Seller shall notify Buyer in writing immediately upon learning of the institution or written threat of action against the Seller involving the Station or Station Assets before the FCC or any other governmental agency;

(k) not permit any of the FCC Licenses to expire or to be surrendered or voluntarily modified, or knowingly take any action (or knowingly fail to take any action) which could cause the FCC or any other governmental authority to institute proceedings for the suspension, revocation or limitation of rights under any FCC License; or fail to prosecute with due diligence any pending applications to any governmental authority with respect to the Station or any of the FCC Licenses, except for proceedings affecting the radio broadcasting industry generally and applications that are not material to the preservation of the FCC Licenses or the operation of the Station as currently conducted; and

pay or cause to be paid or provided for when due (except to the extent contested in good faith and for which proper reserves have been established) all income, property, use, franchise, excise, social security, withholding, worker's compensation and unemployment insurance taxes and all other taxes of or relating to the Station, the Station Assets and the employees of the Station required to be paid to city, county, state, Federal and other governmental units up to the Closing Date.

## **ARTICLE 5: JOINT COVENANTS**

Buyer and Seller hereby covenant and agree as follows:

**5.1 Relocation of Tangible Personal Property.** Within forty-five (45) days following the Closing (the "***Relocation Period***"), Buyer shall remove the Tangible Personal Property located at the Seller's studio facility. During the Relocation Period, Seller will hold the Tangible Personal Property in Seller's studio facility until its removal by Buyer and will otherwise cooperate with Buyer in protecting the Tangible Personal Property from damage. Seller will not move the Tangible Personal Property from its studio facility without the prior written approval of Buyer, and will allow Buyer reasonable access to Seller's studio facility as needed for the removal of the Tangible Personal Property. Seller shall have no liability to Buyer for any loss, damage, injury or expense of any kind or nature caused, whether directly or indirectly, by the Tangible Personal Property during the Relocation Period.

**5.2 Announcements.** Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except that the parties shall cooperate to make a mutually agreeable announcement.

**5.3 Control.** Buyer shall not, directly or indirectly, control, supervise or direct the operation of the Station prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of the operation of the Station prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses.

#### 5.4 Risk of Loss.

(a) Seller shall bear the risk of any loss of or damage to any of the Station Assets at all times until the Effective Time, and Buyer shall bear the risk of any such loss or damage thereafter.

(b) If prior to the Effective Time any item of Tangible Personal Property is damaged or destroyed or otherwise not in the condition described in Section 2.6 in any material respect, then:

(i) Seller shall use commercially reasonable efforts to repair or replace such item in all material respects in the ordinary course of business on or before the Closing Date or as soon thereafter as practicably possible; and

(ii) if such repair or replacement is not completed prior to Closing, then the parties may proceed to Closing (with Seller's representations and warranties deemed modified to take into account any such condition) and Seller shall promptly repair or replace such item in all material respects after Closing (and Buyer will provide Seller access and any other reasonable assistance requested by Seller with respect to such obligation), except that if such damage or destruction materially disrupts Station operations, then Buyer may postpone Closing until the date five (5) business days after operations are restored in all material respects, subject to Section 10.1, or, if Seller is unable to complete the necessary repairs or replacements within seventy-five (75) days of the Closing Date, Buyer may, upon notice to Seller, terminate this Agreement.

(c) If prior to Closing the Station is off the air or operating at a power level that results in a material reduction in coverage (a "**Broadcast Interruption**"), then Seller shall use commercially reasonable efforts to return the Station to the air and restore prior coverage as promptly as possible in the ordinary course of business. Notwithstanding anything herein to the contrary, if prior to Closing there is a Broadcast Interruption in excess of 24 hours, then Buyer may postpone Closing until the date five (5) business days after the Station returns to the air and prior coverage (including at no less than 90% of full authorized power) is restored in all material respects, subject to Section 10.1, but Buyer shall have no obligation to extend the Closing Date for a period greater than seventy-five (75) days and may terminate this Agreement upon notice to Seller at any time after the seventy-five (75) day period has expired.

#### 5.5 Environmental.

(a) With respect to the Leased Real Property, Buyer may at its expense conduct a Phase I environmental study by a qualified party (the "**Phase I**"). Such study shall be conducted during normal business hours upon reasonable prior notice to Seller. Failure to initiate the Phase I within thirty (30) days of the execution of this Agreement shall constitute a waiver of Buyer's right to conduct such study. Buyer shall use commercially reasonable efforts to have any Phase I be concluded as expeditiously as practicable.

(b) Buyer shall provide Seller with a copy of the Phase I promptly after its receipt by Buyer. If the Phase I discloses any material non-compliance with any Environmental

Law, Seller shall, within fifteen (15) days of receiving a copy of the Phase I, notify Buyer whether Seller shall either:

(i) correct the condition prior to Closing; or

(ii) not correct the condition prior to Closing.

(c) If Seller refuses to correct a condition as described in Section 5.5(b), above, then Buyer may, at its sole option (by notice to Seller within ten days of receipt of Seller's notice), either:

(i) waive such condition and proceed to Closing; or

(ii) terminate this Agreement, upon which termination and notwithstanding anything to the contrary in this Agreement, the parties shall have no further obligations or liabilities to each other under this Agreement.

**5.6** **Consents.** Seller shall use commercially reasonable efforts to obtain any required landlord consent for the assignment of the Ground Lease (which shall not require any additional payment to any such landlord not required under the Ground Lease), and if such consent is required, (ii) execution of a customary estoppel certificate by the landlord of the Ground Lease. Buyer shall reasonably cooperate with Seller in obtaining any required consent and/or estoppel certificate. Receipt of consent to assign to Buyer the Ground Lease, if required thereunder, is a condition precedent to Buyer's obligation to close under this Agreement (the "***Required Consent***"); provided, however, that Buyer shall be deemed to have waived this condition if it fails to reasonably cooperate with Seller.

**5.7** **[Intentionally Omitted]**

**5.8** **1031 Exchange.** To facilitate a like-kind exchange under Section 1031 of the Code, either party may assign its rights under this Agreement (in whole or in part) to a "qualified intermediary" under section 1.1031(k)-1(g)(4) of the treasury regulations (but such assignment shall not relieve such party of its obligations under this Agreement) and any such qualified intermediary may re-assign to such party, provided, that such election shall not entitle a party to delay the Closing. If a party gives notice of such assignment, the other party shall provide the assigning party with a written acknowledgment of such notice prior to Closing and pay the Purchase Price (or such portion thereof as is designated in writing by the qualified intermediary) to or on behalf of the qualified intermediary at Closing and otherwise reasonably cooperate therewith.

**5.9** **Actions.** After Closing, Buyer and Seller shall cooperate with each other in the investigation, defense or prosecution of any action which is pending or threatened against either party or its affiliates with respect to the Station, whether or not any party has notified the other of a claim for indemnification with respect to such matter. Without limiting the generality of the foregoing, each Party shall make available its employees to give depositions or testimony and shall furnish all documentary or other evidence that Seller may reasonably request.

**ARTICLE 6: SELLER CLOSING CONDITIONS**

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

**6.1           Representations and Covenants.**

(a)       The representations and warranties of Buyer made in this Agreement, shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

(b)       The covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects.

(c)       Seller shall have received a certificate dated as of the Closing Date from Buyer executed by an authorized officer of Buyer to the effect that the conditions set forth in Sections 6.1(a) and (b) have been satisfied.

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

**6.3           FCC Authorization.** The FCC Consent pursuant to the FCC's initial order shall have been obtained.

**6.4           Deliveries.** Buyer shall have complied with its obligations set forth in Section 8.2.

**ARTICLE 7: BUYER CLOSING CONDITIONS**

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

**7.1           Representations and Covenants.**

(a)       The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

(b)       The covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all material respects.

(c)       Buyer shall have received a certificate dated as of the Closing Date from Seller executed by an authorized officer of Seller to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied.

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

**7.3**        **FCC Authorization**. The FCC Consent shall have become a Final Order, unless this condition has been waived by Buyer.

**7.4**        **Deliveries**. Seller shall have complied with its obligations set forth in Section 8.1.

**7.5**        **Consents**. The Required Consents (if any) shall have been obtained.

**7.6**        **Liens**. There shall not be any Liens on the Station Assets or any financing statements of record other than Permitted Liens and those to be satisfied by Seller on or before the Closing Date, and, at Buyer's request and at Buyer's expense, Seller shall obtain and deliver to Buyer lien search reports, in form and reasonably substance satisfactory to Buyer and dated no earlier than 30 days prior to the Closing, reflecting the results of UCC, tax, and judgment lien searches conducted at Secretary of State offices of the State of Delaware and the State of Maine, or the county clerk's office, as appropriate.

## **ARTICLE 8: CLOSING DELIVERIES**

**8.1**        **Seller Documents**. At Closing, Seller shall deliver or cause to be delivered to Buyer:

(i)        good standing certificates issued by the Secretary of State of Seller's jurisdiction of formation;

(ii)       a certificate executed by Seller's secretary or assistant secretary evidencing authorization by Seller's managing members for the execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby;

(iii)      the certificate described in Section 7.1(c);

(iv)       an assignment of FCC authorizations assigning the FCC Licenses from Seller to Buyer;

(v)        an assignment and assumption of the Ground Lease from Seller to Buyer;

(vi)       the landlord consent to assignment of the Ground Lease and the estoppel certificate, if landlord consent is required under the Ground Lease;

(vii)      endorsed vehicle titles conveying the vehicles included in the Tangible Personal Property (if any) from Seller to Buyer;

(viii)     a bill of sale conveying the other Station Assets from Seller to Buyer;

(ix)       terminations of any Liens of record perfected against the Station Assets; and

(x) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets from Seller to Buyer, free and clear of Liens, except for Permitted Liens.

**8.2            Buyer Documents.** At Closing, Buyer shall deliver or cause to be delivered to Seller:

- (i) the Purchase Price in accordance with Section 1.5 hereof;
- (ii) good standing certificates issued by the Secretary of State of Buyer's jurisdiction of formation;
- (iii) certified copies of resolutions authorizing the execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby;
- (iv) the certificate described in Section 6.1(c);
- (v) an assignment and assumption of the Ground Lease;
- (vi) such other documents and instruments of assumption that may be necessary to assume the Assumed Obligations.

## **ARTICLE 9: SURVIVAL; INDEMNIFICATION**

**9.1            Survival.** The representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date whereupon they shall expire and be of no further force or effect, except (i) those under Section 2.5 (Taxes) and Section 2.9 (Environmental), which shall survive until the expiration of any applicable statute of limitations; and (ii) that if within such twelve (12) month period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until its resolution. The covenants and agreements in this Agreement shall survive Closing until performed.

### **9.2            Indemnification.**

(a) Subject to Section 9.2(b), from and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("**Damages**") incurred by Buyer arising out of or resulting from:

- (i) any breach by Seller of its representations and warranties made under this Agreement; or
- (ii) any default by Seller of any covenant or agreement made under this Agreement; or
- (iii) the Retained Obligations; or



(iv) the business or operation of the Station before the Effective Time, except for the Assumed Obligations.

(b) Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Seller shall have no liability to Buyer under clause (i) of Section 9.2(a) until Buyer's aggregate Damages exceed \$25,000, after which such threshold amount shall be included, not excluded, in any calculation of Damages, and (ii) the maximum aggregate liability of Seller under Section 9.2(a) shall be an amount equal to Two Hundred Fifty Thousand Dollars (\$250,000).

(c) Subject to Section 9.2(d), from and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from:

(i) any breach by Buyer of its representations and warranties made under this Agreement; or

(ii) any default by Buyer of any covenant or agreement made under this Agreement; or

(iii) the Assumed Obligations; or

(iv) the business or operation of the Station after the Effective Time.

(d) Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Buyer shall have no liability to Seller under clause (i) of Section 9.2(c) until Seller's aggregate Damages exceed \$25,000, after which such threshold amount shall be included, not excluded, in any calculation of Damages, and (ii) the maximum aggregate liability of Buyer under Section 9.2(c) shall be an amount equal to Two Hundred Fifty Thousand Dollars (\$250,000).

### **9.3        Procedures.**

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties that is subject to indemnification hereunder (a "***Claim***"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced and provided that such notice is given within the time period described in Section 9.1.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel selected by it. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's cost (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim;

(iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim; and

(iv) neither party shall have any liability to the other under any circumstances for special, indirect, consequential, punitive or exemplary damages or lost profits or similar damages of any kind, whether or not foreseeable.

## **ARTICLE 10: TERMINATION AND REMEDIES**

**10.1 Termination.** Subject to Section 10.3, this Agreement may be terminated prior to Closing as follows:

(a) by mutual written consent of Buyer and Seller;

(b) by written notice of Buyer to Seller if Seller breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period (defined below);

(c) by written notice of Seller to Buyer if Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligations to make the Deposit on or within one business day after the date hereof and to pay the Purchase Price at Closing;

(d) by written notice of Seller to Buyer or Buyer to Seller if Closing does not occur by the date six (6) months after the date of this Agreement; or

(e) as provided by Section 5.5(c).

**10.2 Cure Period.** Each party shall give the other party prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "Cure Period" as used herein means a period commencing on the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty

(20) calendar days thereafter or (ii) the Closing Date determined under Section 1.8; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date determined under Section 1.8, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date determined under Section 1.8.

**10.3      Survival.** Except as provided by Section 10.5, the termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Sections 1.5 (Deposit) (and Section 10.5 with respect to the Deposit), and 11.1 (Expenses) shall survive any termination of this Agreement.

**10.4      Specific Performance.** Seller acknowledges that the Station is a unique asset not readily obtainable on the open market and that, in the event that Seller fails to perform its obligation to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transaction contemplated hereby, Buyer shall be entitled, (in lieu of any other rights and remedies on account of such failure if such relief is granted), to specific performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law, and Buyer shall be entitled to receive from Seller all court costs, attorney's fees and other out-of-pocket expenses incurred by Buyer in enforcing its rights under this provision.

**10.5      Liquidated Damages.** If Seller terminates this Agreement pursuant to Section 10.1(c), then Buyer shall pay Seller on demand an amount equal to 10% of the Purchase Price by wire transfer of immediately available funds (which amount shall be satisfied by the disbursement of the Deposit to Seller under Section 1.5), and such payment shall constitute liquidated damages and the sole remedy of Seller under this Agreement. Buyer acknowledges and agrees that Seller's recovery of such amount shall constitute payment of liquidated damages and not a penalty and that Seller's liquidated damages amount is reasonable in light of the substantial but indeterminate harm anticipated to be caused by Buyer's material breach or default under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transactions to be consummated hereunder.

## **ARTICLE 11:      MISCELLANEOUS**

**11.1      Expenses.** Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. The filing fee for the FCC Consent shall be divided equally between Buyer and Seller. All other governmental fees and charges applicable to any requests for governmental consents shall be paid by the party upon whom the applicable governmental authority imposes the fee or charge (or shall be shared equally if not imposed upon either party). Buyer shall be solely responsible for all governmental taxes, fees and charges applicable to the transfer of the Station Assets under this Agreement. Each party is responsible for any

commission, brokerage fee, advisory fee or other similar payment that arises as a result of any agreement or action of it or any party acting on its behalf in connection with this Agreement or the transactions contemplated hereby.

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

**11.3 Assignment.** Except as provided by Section 5.8 (1031 Exchange) neither party may assign this Agreement without the prior written consent of the other party hereto, provided, however, that Buyer may assign its rights hereunder to an affiliate of Buyer upon written notice to, but without consent of, Seller, provided that (i) any such assignment does not delay processing of the FCC Application, grant of the FCC Consent or Closing, (ii) any such assignee delivers to Seller a written assumption of this Agreement, and (iii) Buyer shall remain liable for all of its obligations hereunder, and Seller may assign its rights hereunder to an affiliate of Seller. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

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

If to Buyer: Educational Media Foundation  
5700 West Oaks Blvd.  
Rocklin, CA 95765  
Attn: Mike Novak, President  
Phone: (916) 251-1600

with a copy (which shall not constitute notice) to: David D. Oxenford, Esq.  
Davis Wright Tremaine, LLP  
1919 Pennsylvania Ave., NW  
Suite 200  
Washington, DC 20006  
Phone: (202) 973-4200

If to Seller: The Last Bastion Station Trust, LLC  
c/o Media Venture Partners, LLC  
244 Jackson Street, 4<sup>th</sup> Floor  
San Francisco, CA 94111  
Attn: Elliot B. Evers  
Phone: (415) 391-4877  
Email: [eevers@mediaventurepartners.com](mailto:eevers@mediaventurepartners.com)

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

Dickstein Shapiro LLP  
1825 Eye Street, NW  
Washington, DC 20006  
Attn: Andrew S. Kersting  
Phone: (202) 420-3631  
Email: kerstinga@dicksteinshapiro.com

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

**11.6 Entire Agreement.** This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof, except any confidentiality agreement among the parties with respect to the Station, which shall remain in full force and effect. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, Seller makes no representation or warranty to Buyer with respect to any projections, budgets or other estimates of the Station's revenues, expenses or results of operations, or, except as expressly set forth in Article 2, any other financial or other information made available to Buyer with respect to the Station.

**11.7 Severability.** If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

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

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

**11.10 Counterparts.** This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. Facsimile or electronic signatures will be sufficient to make this Agreement legally binding.

**ARTICLE 12: DEFINITIONS**

The following is a list of terms used in this Agreement and a reference to the section hereof in which such term is defined:


<b><u>Term</u></b>	<b><u>Section Reference</u></b>
Accounts Receivable	1.2(g)
Assumed Obligations	1.4
Broadcast Interruption	5.4(c)
Buyer	Preamble
Buyer Ancillary Agreements	3.1
Citadel	Recital
Claim	9.3(a)
Closing	1.9
Closing Date	1.9
Code	1.8
Collection Period	5.8
Communications Act	2.4
Comparable Employment	5.7(a)
Damages	9.2(a)
Deposit	1.6
Effective Time	1.7
Environmental Laws	2.9
Escrow Agent	1.6
Escrow Agreement	1.6
Excluded Assets	1.2
FCC	Recitals
FCC Application	1.10
FCC Consent	1.10
FCC Licenses	1.1(a)
GAAP	1.7
Intangible Property	1.1(e)
Liens	1.1
Permitted Liens	1.1
Phase I	5.5(a)
Purchase Price	1.5
Relocation Period	5.1
Required Consents	5.6(a)
Retained Obligations	1.4
Seller	Preamble
Seller Ancillary Agreements	2.1

Shared Contracts	1.3(a)
Station	Recital
Station Assets	1.1
Station Contracts	1.1(d)
Tangible Personal Property	1.1(b)
Transferred Employees	5.7(c)
Trust Agreement	Recitals
Trustee	Recitals
WARN Act	5.7(b)

[Signatures on following page]

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

**THE LAST BASTION STATION TRUST, LLC**

By:   
Name: ELLIOT B. EVANS  
Title: MANAGING MEMBER

**EDUCATIONAL MEDIA FOUNDATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_





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

**THE LAST BASTION STATION TRUST, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EDUCATIONAL MEDIA FOUNDATION**

By:  \_\_\_\_\_  
Name: Bill Lyons  
Title: Vice President

 \_\_\_\_\_  
Keith Whipple, Secretary.