

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of June 27, 2022 among Pittsburgh Radio Partners, LLC, a Pennsylvania limited liability company (“Buyer”), Butler County Radio Network, Inc., a Pennsylvania corporation, and exclusively with respect to real estate matters only, HVB2, Inc., a Pennsylvania corporation (each a “Seller” and collectively “Sellers”).

### Recitals

A. Seller owns and operates the following radio broadcast stations (collectively, the “Stations”) pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”):

WISR-AM, Butler, Pennsylvania (FCC Facility ID No. 7900)  
W298CW, Butler, Pennsylvania (FCC Facility ID No. 202563)  
WBUT-AM, Butler, Pennsylvania (FCC Facility ID No. 71241)  
W247DF, Butler, Pennsylvania (FCC Facility ID No. 202564)  
WLER-FM, Butler, Pennsylvania (FCC Facility ID No. 71242)

B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station Assets (defined below).

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:

### ARTICLE 1: SALE AND PURCHASE

1.1 Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined below), 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 all assets, properties, interests and rights of Seller, real and personal, tangible and intangible, that are used or held for use in the operation of the Stations, except the Excluded Assets (defined below) (the “Station Assets”), including, without limitation, the following:

(a) all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Stations (the “FCC Licenses”), including those described on *Schedule 1.1(a)*, including any renewals or modifications thereof between the date hereof and Closing (defined below);

(b) all of Seller’s equipment, transmitters, antennas, cables, towers, vehicles, furniture, fixtures, spare parts and other tangible personal property of every kind and description that are used or held for use in the operation of the Stations (the “Tangible Personal Property”), including, without limitation, those items listed on *Schedule 1.1(b)*;

(c) all of Seller's real property used or held for use in the operation of the Stations (including any appurtenant easements and improvements located thereon), including, without limitation, those listed on *Schedule 1.1(c)* (the "Real Property");

(d) all agreements entered into in the ordinary course of business for the sale of advertising time on the Stations for cash at usual and customary rates for the times in question that are cancelable without penalty that exist at Closing, and all other contracts, agreements and leases that are used in the operation of the Stations and listed on *Schedule 1.1(d)* (the "Station Contracts");

(e) all of Seller's rights in and to the Stations' call letters and Seller's rights in and to the trademarks, trade names, service marks, copyrights, domain names, websites, web content, computer software, programs and programming material, jingles, slogans, logos, Facebook, Twitter and other social media accounts, all passwords related thereto, and other intangible property that is used or held for use in the operation of the Stations, including, without limitation, those listed on *Schedule 1.1(e)* (the "Intangible Property");

(f) all interests of Seller in all programs and programming materials and elements of whatever form or nature used or held for use in the operation of the Stations, whether recorded on tape or any other substance or intended for live performance, and whether completed or in production, and all related common-law and statutory copyrights used or held for use in the operation of the Stations;

(g) Seller's rights in and to all the files, documents, records, and books of account (or copies thereof) relating to the operation of the Stations, including the Stations' local public files, programming information and studies, blueprints, technical information and engineering data, advertising studies, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and logs; and

(h) all claims (including warranty claims), deposits, prepaid expenses, and Seller's goodwill in, and the going concern value of, the Stations.

At Closing, Seller shall exercise commercially reasonable efforts to cause Seller's employees or agents who are not Transferred Employees (defined below) (if any) and who are the account holders for social media accounts (including, but not limited to, Facebook, Twitter, and Instagram) that are included in the Station Assets to convey rights to such accounts to individuals designated by Buyer.

1.2 Liens. The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens") except for (a) the Assumed Obligations (defined below), (b) statutory liens for taxes not yet due and payable, (c) with respect to the Owned Real Property (defined below), those easements, reservations and restrictions now of record which do not in any material respect impair or affect the value of the property subject thereto or impair the use thereof in the business and operation of the Stations, and (d) those Liens set forth on *Schedule 1.2*, which shall be released on or prior to Closing. Items (a) and (b) above are collectively referred to herein as the "Permitted Encumbrances."

1.3 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include (a) Seller's cash and cash equivalents; (b) Seller's insurance policies; (c) Seller's employee benefit plans; (d) the Stations' 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 "A/R"); (e) Seller's corporate names; (f) personal effects owned by Seller's principals or employees; or (g) any asset set forth on *Schedule 1.3* (collectively, the "Excluded Assets").

1.4 Assumed Obligations. On the Closing Date, Buyer shall assume the obligations of Seller arising after Closing under the Station Contracts (the "Assumed Obligations"). Except for the Assumed Obligations, Buyer does not assume and will not be deemed by execution and delivery of this Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed, any liabilities, obligations or commitments of Seller of any kind, whether or not disclosed to Buyer, including, without limitation, any liability, obligation or commitment of Seller under any contracts not included in the Station Contracts and all liabilities arising under capital leases or other financing arrangements (the "Retained Liabilities").

1.5 Purchase Price. The purchase price to be paid for the Station Assets shall be One Million Eight Hundred Thousand Dollars (\$1,800,000) (the "Purchase Price"). The Purchase Price shall be paid at Closing by wire transfer of immediately available funds pursuant to the written instructions of Seller to be delivered by Seller to Buyer at least three (3) business days prior to Closing, which amount shall be increased or decreased by the proration amount referred to in Section 1.6 below. Within two (2) business days of the execution of this Agreement, Buyer shall deliver to Larry Housholder ("Escrow Agent"), the sum of Ninety Thousand Dollars (\$90,000.00) to be held as an earnest money deposit, which shall be credited toward the Purchase Price at Closing (the "Earnest Money Deposit"), pursuant to an Escrow Agreement of even date herewith attached hereto as *Schedule 1.5*. For the removal of any doubt, the meaning of Earnest Money Deposit in the amount specified and as referred to herein shall control in any matter, regardless of the use of any other nomenclature (including without limitation "Escrow Deposit") used in the Escrow Agreement.

1.6 Prorations and Adjustments.

(a) All prepaid and deferred income and expenses relating to the Station Assets and arising from the operation of the Stations shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles ("GAAP") as of 11:59 p.m. local time on the day immediately preceding the Closing Date (the "Effective Time").

(b) Such prorations shall include, without limitation, all ad valorem, real estate and other property taxes (except transfer taxes as provided by Section 11.1), FCC regulatory fees, music and other license fees, utility expenses, rent and other amounts under Station Contracts and similar prepaid and deferred items. Seller shall

receive a credit for all of the Stations' deposits to the extent the benefit of the same is transferred to Buyer. Sales commissions related to the sale of advertisements broadcast on the Stations prior to Closing shall be the responsibility of Seller, and sales commissions related to the sale of advertisements broadcast on the Stations after Closing shall be the responsibility of Buyer. Prorations and adjustments shall be made no later than ninety (90) days after Closing.

(c) Notwithstanding the foregoing, with respect to trade, barter or similar agreements for the sale of time for goods or services that are included in the Station Contracts, if at Closing (i) Seller has a negative barter balance in excess of Five Thousand Dollars (\$5,000) (*i.e.*, the amount by which the value of air time to be provided after Closing exceeds the fair market value of corresponding goods and services to be received after such date), then the balance in excess of such threshold shall be treated as prepaid time sales and adjusted for at Closing as a proration in Buyer's favor, or (ii) Seller has a positive barter balance, then there shall be no proration or adjustment for such balance. If at Closing Seller has a negative barter balance of Five Thousand Dollars (\$5,000) or less, there shall be no adjustment or proration to account for such barter balance.

(d) Notwithstanding anything to the contrary contained herein, there shall be no adjustment for and Seller shall remain solely liable for any contracts or agreements not included in the Assumed Obligations.

1.7 Allocation. Buyer and Seller agree to allocate the Purchase Price 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"). The allocation determined by mutual agreement of the parties is set forth in *Schedule 1.7* (the "Allocation"). Buyer and Seller each agrees to file its federal income tax returns and its other tax returns reflecting the Allocation as and when required under the Code.

1.8 Closing. The consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the "Closing") shall take place on the date that is ten (10) business days after the date that the FCC publishes Public Notice of its initial grant of FCC Consent (defined below), provided, however, that Closing shall take place within five (5) business days after the date the FCC Consent becomes Final (defined below) if a petition is filed against the FCC Application (defined below), in any case subject to the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Articles 6 or 7 below (other than those requiring a delivery of a certificate or other document, or the taking of other action, at Closing). The date on which Closing is to occur is referred to herein as the "Closing Date."

1.9 FCC Consent.

(a) Within ten (10) business days after the date of this Agreement, Buyer and Seller shall file an application (the "FCC Application") requesting FCC consent to the assignment of the FCC Licenses from Seller to Buyer (the "FCC

Consent”). Seller and Buyer shall diligently prosecute the FCC Application. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall furnish all information required by the FCC. 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.

(b) Seller shall, at its expense, timely take any action requested by the FCC with respect to any pending FCC enforcement or other matters related to the Stations, including, without limitation, entering into a tolling agreement, establishing an escrow or making other arrangements satisfactory to the FCC.

1.10 Non-Competition Agreement. On the Closing Date, Seller shall deliver to Buyer a two-year Non-Competition Agreement in the form attached hereto as Exhibit A (the “Non-Competition Agreement”). The geographic scope of the Non-Competition Agreement shall not extend beyond the service contours of the Stations. In connection with the allocation under Section 1.7, \$50,000 of the Purchase Price shall be allocated as consideration for the Non-Competition Agreement.

## ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as follows:

2.1 Organization. Seller is duly organized and validly existing under the laws of the jurisdiction of its organization, and is qualified to do business in each jurisdiction in which the Station Assets are located. Seller has the requisite power and authority to own and operate the Stations, to carry on the Stations’ business as now conducted by it, and to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

2.2 Authorization. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Seller (the “Seller Authorization”) and do not require any further authorization or consent of Seller. This Agreement and the documents to be made pursuant hereto are legal, valid and binding agreements of Seller enforceable in accordance with their respective 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. The execution, delivery and performance by Seller of this Agreement and the documents to be made pursuant hereto do not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject, and do not require the consent, approval or authorization, or filing with, any

third party or any court or governmental authority, except the FCC Consent, and except for counter-party consent to assign those Station Contracts designated on *Schedule 1.1(d)*.

## 2.4 FCC Licenses.

(a) Seller holds the FCC Licenses listed and described on *Schedule 1.1(a)*. Such FCC Licenses constitute all of the authorizations required under the Communications Act of 1934, as amended (the “Communications Act”), or the rules, regulations and policies of the FCC for the present operation of the Stations. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. Applications for renewal of the FCC Licenses have been timely filed and remain pending. There is not pending or, to Seller’s knowledge, threatened any action by or before the FCC to revoke, suspend, cancel, rescind or modify any of the FCC Licenses (other than proceedings relating to FCC rules of general applicability), and there is no order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint pending or, to Seller’s knowledge, threatened against Seller or the Stations by or before the FCC. Except as set forth in *Schedule 1.1(a)*, Seller and the Stations are in compliance in all material respects with the FCC Licenses, the Communications Act and the rules, regulations and policies of the FCC. The Stations are operating at full power in accordance with their FCC-licensed parameters.

(b) Seller and the Station Assets are in compliance in all material respects with all rules and regulations of the Federal Aviation Administration (“FAA”) applicable to the Stations. All reports and filings required to be filed with, and all regulatory fees required to be paid to, the FCC by Seller with respect to the Stations (including, without limitation, all required equal employment opportunity reports) have been timely filed and paid. All such reports and filings are accurate and complete. Seller maintains public files for the Stations as required by FCC rules.

(c) To Seller’s knowledge, the operation of the Stations does not expose workers or others to levels of radio frequency radiation in excess of the “Radio Frequency Protection Guides” recommended in “American National Standard Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields 3 kHz to 300 GHz” (ANSI/IEEE C95.1-1992), issued by the American National Standards Institute, and renewal of the FCC Licenses would not constitute a “major action” within the meaning of Section 1.1301, *et seq.*, of the FCC’s rules.

(d) All Seller-owned towers requiring FAA notification and Antenna Structure Registration have been properly registered. All of the Stations’ FCC and FAA licenses and authorizations accurately reflect (i) their actual physical parameters, including without limitation tower and antenna coordinates being accurate to within one second of latitude and longitude, with elevations and altitudes being accurate to within one foot (0.3 meter), and (ii) their actual electrical operating parameters, including without limitation radiated power, azimuth, beamwidth, polarization, center frequency, bandwidth, modulation type, digital coding type and emission designator as applicable.

2.5 Taxes. Seller has filed all foreign, federal, state, county and local income, excise, property, sales, use, franchise, employment and other tax returns and reports which are required to have been filed by it under applicable law in connection with the Stations' business, 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 all material items of Tangible Personal Property included in the Station Assets. Each material item of Tangible Personal Property is in good operating condition and repair (ordinary wear and tear excepted), is free from material defect or damage, is functioning in the manner and purposes for which it was intended and has been maintained in all material respects in accordance with industry standards. None of the Tangible Personal Property is subject to any capitalized lease or similar conditional sales agreement.

2.7 Real Property. *Schedule 1.1(c)* contains a description of all real property being conveyed as part of the Station Assets. Seller owns fee simple title to the owned Real Property ("Owned Real Property") free and clear of Liens other than Permitted Encumbrances. There is no lease or similar agreement under which Seller is lessee or licensee of, or holds, uses or operates, any real property in the business or operation of the Stations. The Owned Real Property provides sufficient access to the Stations' facilities without need to obtain any other access rights. No part of the Owned Real Property is subject to any pending or, to Seller's knowledge, threatened suit for condemnation or other taking by any public authority. All buildings and other improvements included in the Owned Real Property are in good operating condition and repair (ordinary wear and tear excepted) and free from material defect or damage and to Seller's knowledge, comply with applicable zoning, health and safety laws and codes. The Stations' towers, guy wires and anchors, ground systems and other facilities and improvements do not encroach upon any adjacent premises, and no facilities from adjacent premises encroach upon the Stations' properties. Seller has delivered to Buyer true and complete copies of any title insurance policies, title insurance commitments and surveys in its possession (if any) that are applicable to the Owned Real Property.

2.8 Contracts. *Schedule 1.1(d)* contains a list of all contracts used in the operation of the Stations (other than ordinary course time sales agreements for cash at usual and customary rates that are cancellable without penalty). Each of the Station Contracts (including, without limitation, each Real Property Lease) is in full force and effect, and is binding upon Seller and, to Seller's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Seller has performed its obligations under each of the Station Contracts in all material respects, and is not in material default thereunder, and to Seller's knowledge, no other party to any of the Station Contracts is in default thereunder in any material respect. There are no Station Contracts between Seller and any affiliate of Seller. Seller has delivered to Buyer true and complete copies of each Station Contract, together with all amendments thereto.

2.9 Environmental. To Seller's knowledge, no hazardous or toxic substance or waste (including, without limitation, petroleum products) or other material regulated under

any applicable environmental, health or safety law is located or has been generated, stored, transported or released on, in, from or to the Owned Real Property or the Station Assets. Seller has complied and is in compliance in all material respects with all environmental, health and safety laws applicable to the Stations or the Station Assets. Seller has not received in respect of the Stations or Station Assets any notice or claim to the effect that it is or may be liable under any environmental, health or safety law. To Seller's knowledge as of the date of this Agreement, neither the Stations nor any Station Assets are the subject of any investigation by any governmental authority with respect to a violation of any environmental, health or safety law. Seller has delivered to Buyer true and complete copies of all environmental reports and assessments in its possession (if any) that are applicable to the Real Property or the Stations.

2.10 Intangible Property. Seller has all right, title and interest in and to all trademarks, service marks, trade names, copyrights and all other intangible property necessary to the conduct of the Stations as presently operated. *Schedule 1.1(e)* contains a description of all material Intangible Property. To Seller's knowledge, Seller's use of the Intangible Property does not infringe upon any third party rights, and Seller has received no notice of any claim that any Intangible Property or the use thereof conflicts with, or infringes upon, any rights of any third party (and to Seller's knowledge there is no basis for any such claim of conflict). No Intangible Property is the subject of any pending, or, to Seller's knowledge, threatened legal proceedings claiming infringement or unauthorized use. The Stations have the exclusive right to use the Intangible Property. To Seller's knowledge, no Station programming or other material used or broadcast by the Stations infringes upon any copyright, patent or trademark of any other party.

2.11 Employees. Seller has provided to Buyer a list of all of the Stations' employees and their position and rate of compensation, and a description of all of Seller's employee benefit plans. Except as set forth in *Schedule 2.11*, there are no employment agreements included in the Station Contracts. Seller has complied and to Seller's knowledge is in compliance with all labor and employment laws, rules and regulations applicable to the Stations' business, including, without limitation, those which relate to prices, wages, hours, discrimination in employment and collective bargaining, and is not liable for any arrears of wages or any taxes or penalties for failure to comply with any of the foregoing. There is no unfair labor practice charge or complaint against Seller in respect of the Stations' business pending or, to Seller's knowledge, threatened before any court or governmental authority, and there is no strike, dispute, request for representation, slowdown or stoppage pending or, to Seller's knowledge, threatened in respect of the Stations' business. Seller is not party to any collective bargaining, union or similar agreement with respect to the employees of Seller at the Stations, and to Seller's knowledge, no union represents or claims to represent or is attempting to organize such employees.

2.12 Station Assets. Except for the Excluded Assets, the Station Assets constitute all the assets used or held for use in the business or operation of the Stations. The Station Assets are sufficient to permit Buyer to operate the Stations as currently conducted by Seller. Seller has good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Encumbrances. At Closing, Seller will transfer to



Buyer good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Encumbrances. Seller maintains sufficient insurance policies with respect to the Stations and the Station Assets.

2.13 Compliance with Law. Seller has complied and is in material compliance with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the Stations or the Station Assets. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Stations or the Station Assets. To Seller's knowledge, there are no complaints, claims or investigations pending or threatened against Seller in respect of the Stations or the Station Assets. Seller has all permits, licenses and other governmental authorizations necessary to conduct the business and operation of the Stations as currently conducted by it.

2.14 Financial Statements. Seller has provided to Buyer true and complete copies of the (i) balance sheets for the business of the Stations as of December 31, 2020 and December 31, 2021, and the related statements of income for the years then ended, (ii) balance sheets of the business of the Stations as of April 30, 2022, and the related statements of income for the calendar year to date then ended, and (iii) monthly internal operating statements of the Stations for 2020 and 2021 (collectively, the "Financial Statements"). The Financial Statements are true, correct and complete, and present fairly the net assets, financial position and results of operations of the Stations as of their respective dates and for the respective periods covered thereby. All of the assets reflected on the Financial Statements are assets of the Stations.

2.15 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf. Payment of any broker engaged by Seller shall be Seller's sole cost and expense.

2.16 Disclosure. This Agreement and the documents made pursuant hereto do not and will not contain any untrue statement of material fact or omit to state a material fact required to be made in order to make the statements herein and therein not misleading in light of the circumstances in which they are made.

### ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows:

3.1 Organization. Buyer is duly organized and validly existing under the laws of the jurisdiction of its organization, and if such qualification is necessary, is (or will be at Closing) 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 the documents to be made pursuant hereto.

3.2 Authority. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Buyer (the “Buyer Authorization”) and will not at Closing require any further authorization or consent of Buyer. This Agreement and the documents to be made pursuant hereto are legal, valid and binding agreements of Buyer enforceable in accordance with their respective 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. The execution, delivery and performance by Buyer of this Agreement and the documents to be made pursuant hereto do not conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, and do not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority that has not been obtained or will not be obtained prior to Closing, except the FCC Consent.

3.4 Qualification. Buyer is legally, financially and otherwise qualified to acquire and operate the Station Assets and hold the FCC Licenses under the Communications Act and the rules, regulations and policies of the FCC as they exist on the date of this Agreement. To Buyer's knowledge, no circumstances exist which reasonably could support a conclusion by the FCC that Buyer lacks the requisite qualifications to acquire and operate the Stations. There are no facts known to Buyer that would disqualify Buyer as the assignee of the FCC Authorizations or as owner and operator of the Stations. To Buyer’s knowledge, (i) no waiver or exemption, whether temporary or permanent, of the Communications Act or FCC Rules is necessary for the FCC Consent to be obtained, and (ii) Buyer has no reason to believe that the FCC Application will be challenged or will not be granted by the FCC in the ordinary course due to any fact or circumstance relating to Buyer or any of its Affiliates or any of their respective officers, directors, shareholders, members or partners.

3.5 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer’s behalf. Payment of any broker engaged by Buyer shall be Buyer’s sole cost and expense.

3.6 Funds. Buyer has or will at Closing have sufficient funds (or arrangements for sufficient funds) to pay the Purchase Price less the Earnest Money Deposit in full at Closing.

#### ARTICLE 4: SELLER COVENANTS

4.1 Covenants. From the date hereof until Closing, Seller shall:

(a) operate the Stations in the ordinary course of business consistent with past practice and keep its books and accounts, records and files in the ordinary course, and preserve the business and goodwill of the Stations and the Station Assets (including, without limitation, using commercially reasonable efforts to retain employees, advertisers, customers and vendors);

(b) operate the Stations in accordance with the terms of the FCC Licenses and in compliance in all material respects with the Communications Act, FCC rules, regulations and policies, and all other applicable laws, rules and regulations, maintain the FCC Licenses in full force and effect, and timely file and diligently prosecute any necessary applications for renewal of the FCC Licenses;

(c) keep all Tangible Personal Property and Real Property in good operating condition (ordinary wear and tear excepted) and repair and maintain adequate and usual supplies, spare parts and other materials as have been customarily maintained in the past, and otherwise preserve intact the Station Assets and maintain in effect its current insurance policies (or renew with substantially similar policies) with respect to the Stations and the Station Assets;

(d) at the request of Buyer at least two (2) business days in advance, from time to time give Buyer access during normal business hours to all of the Stations' employees, facilities, properties, accounts, books, deeds, title papers, insurance policies, licenses, agreements, contracts, commitments, records and files, equipment, machinery, fixtures, furniture, vehicles and all other Station Assets, and provide Buyer all other information concerning the Stations as Buyer may reasonably request;

(e) pay accounts payable in the ordinary course of business consistent with past practice;

(f) not, without the prior written consent of Buyer:

(i) sell, lease or otherwise dispose of any Station Assets except for non-material dispositions in the ordinary course of business of items which are replaced by assets of comparable or superior kind, condition and value;

(ii) create, assume or permit to exist any Liens on the Station Assets, and not dissolve, liquidate, merge or consolidate with any other entity, except for Permitted Encumbrances and those Liens set forth on *Schedule 1.2* to be released on or prior to Closing;

(iii) increase the compensation or benefits payable to any employee of the Stations, or enter into any employment, labor or union agreement or plan (or amendments of any such existing agreements or plan) that will be binding upon Buyer after Closing, or make or commit to make any payment for severance or bonus to any employee of the Stations that will be binding upon Buyer after Closing;

(iv) modify any of the FCC Licenses; or

(v) amend or terminate any of the Station Contracts, or enter into any contract, lease or agreement with respect to the Stations except for ordinary course cash time sales agreements and any other agreements entered into in the ordinary course of business that will be paid and performed in full before Closing.

#### ARTICLE 5: JOINT COVENANTS

5.1 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except on a confidential basis to the parties' attorneys, accountants, investment bankers, investors and lenders, and their respective attorneys for the purpose of consummating the transaction contemplated by this Agreement.

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 as necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement and the terms hereof will be filed with the FCC Application and thereby become public.

5.3 Control. Consistent with FCC rules, control, supervision and direction of the operation of the Stations prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses.

5.4 Risk of Loss. The risk of loss of or damage to any of the Station Assets shall remain with Seller at all times until 12:00 a.m. local time on the day of Closing, and prior to Closing, Seller shall repair and/or replace any material lost or damaged Station Assets.

5.5 Broadcast Interruption. If prior to Closing any 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 return such Station to the air and restore prior coverage as promptly as possible. Notwithstanding anything herein to the contrary, if prior to Closing there is a Broadcast Interruption in excess of twenty-four (24) hours, then Buyer may postpone Closing until the date that is five (5) business days after such Station returns to the air and prior coverage is restored in all material respects, subject to Section 10.1.

5.6 Consents. Prior to Closing, Seller shall obtain the Required Consents (defined below) and the Required Estoppel Certificates (defined below), each in a form reasonably acceptable to Buyer. In addition, Seller shall use commercially reasonable efforts to obtain the other consents (in a form reasonably acceptable to Buyer) noted on *Schedule 1.1(c)* and *Schedule 1.1(d)*. To the extent that any Station Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed at Closing pursuant hereto shall not

constitute an assignment thereof, but to the extent permitted by law shall constitute an equitable assignment by Seller and assumption by Buyer of Seller's rights and obligations under the applicable Station Contract, with Seller making available to Buyer the benefits thereof and Buyer performing the obligations thereunder on Seller's behalf; provided, however, that *Schedule 1.1(c)* and *Schedule 1.1(d)* identify those consents the receipt of which is a condition precedent to Buyer's obligation to close under this Agreement (the "Required Consents") and *Schedule 1.1(c)* identifies those estoppel certificates the receipt of which is a condition precedent to Buyer's obligation to close under this Agreement (the "Required Estoppel Certificates").

5.7 Employees.

(a) Buyer may offer post-Closing employment to the employees of the Stations. Within thirty (30) days following Closing, Buyer shall give Seller written notice identifying (i) all Transferred Employees (defined below) and (ii) all individuals who were employed by Seller prior to Closing, who were offered employment with Buyer who did not accept such offers.

(b) With respect to employees of the Stations hired by Buyer ("Transferred Employees"), Seller shall be responsible for all compensation and benefits arising prior to Closing (in accordance with Seller's employment terms), and Buyer shall be responsible for all compensation and benefits arising after Closing (in accordance with Buyer's employment terms). At or prior to Closing, Seller shall pay each Transferred Employee for all unused vacation time and sick leave accrued as of Closing, and Buyer shall have no obligation to provide or give credit for such time or leave to such employees.

5.8 Environmental. With respect to any Owned Real Property included in the Station Assets, prior to Closing, Buyer may, at its expense, engage environmental consultants to conduct one or more environmental reviews (each an "Assessment"). Seller shall provide access to the extent it has the authority to do so for each Assessment upon reasonable prior notice. If any Assessment identifies a condition requiring remediation under environmental, health or safety laws or a recommendation for further testing or current remediation, then Seller shall have the option, but not the obligation, to remedy the same prior to Closing, and if Seller is not willing or able to remedy the same prior to Closing, then Buyer shall have the right to terminate the Agreement by delivering written notice to Seller before Closing. Buyer shall provide Seller with a written copy of the results of any Assessment within three (3) business days after receipt.

5.9 Real Property. Within thirty (30) days after the Effective Date, Buyer may, at its expense, obtain customary title commitments and surveys with respect to the Real Property, and if Buyer obtains the same, Buyer shall provide copies to Seller within three (3) business days after receipt. Seller shall cooperate with any reasonable requests by the title company and shall provide access for such surveys upon reasonable prior notice. If any title commitment or survey discloses an encroachment or a Lien that is not a Permitted Encumbrance and is not acceptable to Buyer, Buyer shall provide Seller with written notice of such objections to title and survey defects (the "Objection Letter") promptly and no later

than ten (10) business days after receipt of the title commitment and survey. Any exceptions to title and any survey defects set forth in the Objection Letter are referred to collectively herein as the “Unpermitted Exceptions.” Notwithstanding anything to the contrary contained herein, (a) in the event Buyer provides an Objection Letter but nonetheless proceeds to Closing without such items being remedied, then all such items shall be deemed Permitted Encumbrances, and (b) all exceptions to title disclosed in the title commitment and all survey defects disclosed on the survey which are not objected to by Buyer in the Objection Letter shall be deemed Permitted Encumbrances. If Buyer does not provide an Objection Letter to Seller within ten (10) business days after receipt of the title commitment and survey, Buyer shall be deemed to have waived any objections to the exceptions to title disclosed in the title commitment and any survey defects disclosed in the survey, in which case all such exceptions to title and survey defects shall be deemed Permitted Encumbrances. Seller shall have thirty (30) days following the date of delivery to Seller of the Objection Letter (the “Title Cure Period”) within which to cure the Unpermitted Exceptions by removing or correcting any Unpermitted Exceptions or by causing the title company to waive or commit to insure over the Unpermitted Exceptions. If Seller, after using commercially reasonable efforts, is unable to cure any one or more of the Unpermitted Exceptions within the Title Cure Period, Seller shall provide written notice to Buyer of any such uncured Unpermitted Exception(s) (the “Failure to Cure Notice”) as soon as reasonably practicable following the expiration of the Title Cure Period. Buyer shall have the option, to be exercised by delivery of written notice to Seller within five (5) business days after receipt of the Failure to Cure Notice, to (i) terminate this Agreement, or (ii) proceed to Closing in accordance with the terms of this Agreement and accept title to the Real Property, subject to such uncured Unpermitted Exception(s) (which shall thereafter be deemed Permitted Encumbrances), in which case the Purchase Price shall be reduced by the amount of any such uncured Unpermitted Exception(s) which are monetary liens of a definite and ascertainable amount, but otherwise Buyer shall not receive a credit against the Purchase Price for any such uncured Unpermitted Exceptions. If Seller provides a Failure to Cure Notice, and Buyer does not terminate this Agreement under clause (i) of the preceding sentence within such ten (10) business day period, Buyer shall be deemed to have elected the option under clause (ii) of the preceding sentence. Notwithstanding the foregoing, Seller shall not be required to remove within the Title Cure Period any Unpermitted Exceptions which are liens, mortgages or other security instruments or other contract interests affecting the Real Property of a definite and ascertainable amount; provided, however, that Seller shall direct the title company at Closing to pay off the amounts due and payable in full under such liens, mortgages, security instrument or contract interests, and remove such exceptions from title at Closing.

5.10 Accounts Receivable. Prior to or at Closing, Seller shall provide to Buyer a true and complete list of the A/R as of Closing and the aging thereof. During the ninety (90) day period following Closing (the “Collection Period”), Buyer shall use reasonable efforts to collect the A/R, consistent with its usual collection practices (but without obligation to institute legal proceedings or use any other extraordinary means of collection). Each payment received by Buyer that is not specifically designated in writing as a payment of a particular invoice or invoices shall be presumptively applied by Buyer to the A/R for such customer outstanding for the longest amount of time; provided, however, that if, after Closing, Buyer or Seller receives a written notice of dispute from a

customer with respect to an A/R that has not been resolved, then Buyer shall apply any payments from such customer to such customer's oldest, non-disputed A/R. Buyer shall remit such collections and provide a status report of all A/R collections activity to Seller within ten (10) days after the end of each calendar month in the Collection Period. At the end of the Collection Period, Buyer shall return to Seller any uncollected A/R and a final status report of A/R collections activity, and Buyer shall have no further obligation with respect to the A/R.

5.11 Final Order.

(a) For purposes of this Agreement, the term "Final" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

(b) If Closing occurs prior to a Final FCC Consent, and prior to becoming Final the FCC Consent is reversed or otherwise set aside, and there is a Final order of the FCC (or court of competent jurisdiction) requiring the re-assignment of the FCC Licenses to Seller, then the purchase and sale of the Station Assets shall be rescinded. In such event, Buyer shall reconvey to Seller the Station Assets, and Seller shall repay to Buyer the Purchase Price and reassume the Assumed Obligations.

(c) Any such rescission shall be consummated on a mutually agreeable date within thirty (30) days of such Final order (or, if earlier, within the time required by such order). In connection therewith, Buyer and Seller shall each execute such documents (including execution by Buyer of instruments of conveyance of the Station Assets to Seller and execution by Seller of instruments of assumption of the Assumed Obligations) and make such payments (including repayment by Seller to Buyer of the Purchase Price) as are necessary to give effect to such rescission.

ARTICLE 6: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate Closing is subject to satisfaction of the following conditions at or prior to Closing:

6.1 Bringdown. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of Closing. Buyer shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Seller shall have received a certificate dated as of the Closing Date from Buyer (executed by an authorized officer) to the effect that the conditions set forth in this Section 6.1 have been satisfied (the "Buyer Bringdown Certificate").

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 Consent. The FCC Consent shall have been granted.

6.4 Deliveries. Buyer shall have made the deliveries to be made by it at Closing under this Agreement.

#### ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate Closing is subject to satisfaction of the following conditions at or prior to Closing:

7.1 Bringdown. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of Closing, Seller shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Buyer shall have received a certificate dated as of the Closing Date from Seller (executed by an authorized officer) to the effect that the conditions set forth in this Section 7.1 have been satisfied (the “Seller Bringdown Certificate”).

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 Consent. The FCC Consent shall have been granted.

7.4 Deliveries. Seller shall have made the deliveries to be made by it at Closing under this Agreement.

7.5 Consents. The Required Consents shall have been obtained.

7.6 Liens. Any Liens that are not Permitted Encumbrances shall have been released or payoff letters agreeing to release said Liens shall have been delivered by the lienholders.

7.7 Title to the Owned Real Property and to the leasehold interests in the Real Property Leases shall be insurable, with a standard form ALTA owner’s or lessee’s policies therefor having been issued in the name of Buyer by a responsible title insurance company licensed to do business in the state in which the subject property is located, insuring fee simple title to the Owned Real Property, without exceptions for matters of survey or any other matter other than Permitted Encumbrances, with the cost of such title insurance to be paid for by Buyer. Seller shall have remedied any environmental condition requiring remediation that is revealed by Buyer’s Assessment on the Real Property, and Buyer shall not have elected to terminate the Agreement in respect of any such environmental condition that is not remedied by Seller, each as provided in Section 5.8. Seller and Buyer shall have received all necessary approvals from local authorities for the transfer of the Real Property to Buyer and for the continued use by Buyer of the Real Property without the requirement



of any variances or special use permits, or the payment of any fees or costs except as provided in Section 11.1.

ARTICLE 8: CLOSING DELIVERIES

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

(a) a certificate of subsistence issued by Seller's jurisdiction of formation;

(b) a certified copy of the Seller Authorization;

(c) the Seller Bringdown Certificate;

(d) an Assignment of FCC Licenses assigning the FCC Licenses to Buyer;

(e) an Assignment and Assumption of Contracts assigning the Station Contracts to Buyer;

(f) Special Warranty Deeds, in forms reasonably acceptable to Buyer and its title company, conveying the Owned Real Property to Buyer, together with owner affidavits, gap indemnities, FIRPTA affidavits, transfer tax documents and other documents reasonably requested by Buyer's title company;

(g) an Assignment of Marks assigning the Stations' registered marks (if any) to Buyer;

(h) the Non-Competition Agreement;

(i) fully-executed copies of all Station Contracts;

(j) domain name transfers assigning the Stations' domain names from Seller to Buyer following customary procedures of the domain name administrator;

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

(l) a bill of sale conveying the Station Assets to Buyer;

(m) the Required Consents and Required Estoppel Certificates;

(n) any other estoppel certificates and consents to assignment obtained by Seller;

(o) joint instructions to the Escrow Agent for distribution of the Earnest Money Deposit to Seller as a credit toward the Purchase Price;

(p) customary payoff letters and other appropriate documents necessary to release all Liens (except for Permitted Encumbrances) on the Station Assets; and

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

8.2 Buyer Deliveries. At Closing, Buyer shall deliver to Seller:

(a) a certificate of subsistence issued by Buyer's jurisdiction of formation;

(b) the Purchase Price in accordance with the terms of this Agreement;

(c) a certified copy of the Buyer Authorization;

(d) the Buyer Bringdown Certificate;

(e) an Assignment and Assumption of Contracts assuming the obligations arising after Closing under the Station Contracts;

(f) the Non-Competition Agreement;

(g) joint instructions to the Escrow Agent for distribution of the Earnest Money Deposit to Seller as a credit toward the Purchase Price;

(h) domain name transfers assigning the Stations' domain names from Seller to Buyer following customary procedures of the domain name administrator; and

(i) any other documents and instruments of assumption that may be reasonably necessary to assume the Assumed Obligations.

ARTICLE 9: SURVIVAL AND 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 (the "Survival Date"), at which time they shall expire and be of no further force or effect, except (a) those under Section 2.5 (Taxes), which shall survive until the expiration of any applicable statute of limitations, (b) those with respect to title to the Station Assets, which shall survive indefinitely, and (c) that if within such applicable 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 the resolution of such claim. The covenants and agreements in this Agreement shall survive Closing until performed. No investigation by the parties made heretofore or hereafter shall affect the representations and warranties of the parties contained in or made pursuant hereto.

9.2 Indemnification.

(a) From and after Closing, Seller shall defend, indemnify and hold harmless Buyer and its affiliates and their respective employees, officers, directors, successors and assigns (each a “Buyer Indemnified Party”) 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 under this Agreement (without reference to any materiality exceptions or qualifications);

(ii) any default by Seller of its covenants and agreements under this Agreement (without reference to any materiality exceptions or qualifications);

(iii) the Retained Liabilities; and

(iv) without limiting the foregoing, the business or operation of the Stations prior to Closing (including any third party claim arising from such operations).

Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (x) the foregoing indemnity is intended by the Buyer to cover Damages which exceed in the aggregate Five Thousand Dollars (\$5,000) (the “Floor”), and (y) the maximum aggregate liability of Seller under Section 9.2(a)(i) and (ii), except with respect to the Fundamental Representations, shall be an amount equal to Five Hundred Thousand Dollars (\$500,000) (the “Cap”). The “Fundamental Representations” shall mean those representations and warranties set forth in Sections 2.4 (FCC Licenses), 2.5 (Taxes), and 2.12 (Station Assets), for which the maximum aggregate liability of Seller under Section 9.2(a)(i) shall be an amount equal to the Purchase Price.

(b) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller and its affiliates and their respective employees, officers, directors, successors and assigns (each a “Seller Indemnified Party”) from and against any and all Damages incurred by any Seller Indemnified Party arising out of or resulting from:

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

(ii) any default by Buyer of its covenants and agreements under this Agreement;

(iii) the Assumed Obligations; and

(iv) without limiting the foregoing, the business or operation of the Stations after Closing (including any third party claim arising from such operations).

Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (x) the foregoing indemnity is intended by the Seller to cover Damages which

exceed in the aggregate the Floor, and (y) the maximum aggregate liability of Buyer under Section 9.2(b)(i) and (ii) shall be an amount equal to the Cap.

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 a third party 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.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel reasonably satisfactory to the parties. 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.

(c) Notwithstanding anything herein to the contrary:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of any Claim, and shall have the right to consult with the indemnifying party and its counsel concerning any Claim, and the indemnifying party and the indemnified party shall cooperate in good faith with respect to any Claim; and

(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 a release of the indemnified party from all liability in respect of such Claim.

ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. 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:

(i) does not perform the obligations required to be performed by it under this Agreement on the Closing Date, all conditions to its obligation to do so having been satisfied or waived; or

(ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any

of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period (defined below).

(iii) at Buyer's option, in accordance with the terms of Section 5.8 or 5.9.

(c) by written notice of Seller to Buyer if Buyer:

(i) does not perform the obligations required to be performed by it under this Agreement on the Closing Date, all conditions to its obligation to do so having been satisfied or waived; or

(ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period;

(d) by written notice of Buyer to Seller, or of Seller to Buyer, if the FCC denies the FCC Application; or

(e) by written notice of Buyer to Seller, or of Seller to Buyer, if Closing does not occur by the date one (1) year after the date of this Agreement.

The term "Cure Period" as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (1) fifteen (15) days thereafter or (2) the Closing Date. 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 5.1(Confidentiality), 5.2 (Announcements) and 11.1 (Expenses) shall survive any termination of this Agreement.

10.2 Specific Performance. In the event of a breach or threatened breach by Seller of any representation, warranty, covenant, obligation or agreement under this Agreement, at Buyer's election, in addition to any other remedy available to it, Buyer shall be entitled to an injunction restraining any such breach or threatened breach and to enforcement of this Agreement by a decree of specific performance requiring Seller to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

10.3 Liquidated Damages. In the event this Agreement is terminated by Seller in accordance with Section 10.1(c), Seller shall be entitled to the entirety of the Earnest Money Deposit as its sole legal remedy, and immediately upon the expiration of any applicable Cure Period, Buyer shall join with Seller in executing and providing joint written instructions to the Escrow Agent for distribution of the Earnest Money Deposit to Seller as liquidated damages. To the extent that the Earnest Money Deposit has been returned to Buyer as of the first date the liquidated damages are due to Seller, or if the Escrow Agent refuses to or does not distribute the Earnest Money Deposit in accordance

with the joint instructions, Buyer shall immediately wire \$90,000 to Seller in fulfillment of this Section 10.3 pursuant to wire instructions provided therefor. Further, to the extent the Earnest Money Deposit is still held by the Escrow Agent but in an amount less than \$90,000, Buyer shall immediately wire any difference to Seller in fulfillment of this Section 10.3 pursuant to wire instructions provided therefor. Subject to its receipt of the Earnest Money Deposit from the Escrow Agent in the full amount of \$90,000 or of a separate wire from Buyer in that same amount, Seller hereby waives all other legal and equitable remedies it may otherwise have as a result of any breach or default by Buyer under this Agreement.

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, except that all governmental taxes, fees and charges applicable to the request for FCC Consent shall be shared equally by Buyer and Seller, and each party shall be responsible for its portion of governmental taxes, fees and charges as is customary in the applicable jurisdiction to the transfer of the Station Assets under this Agreement.

11.2 Further Assurances. After Closing, each party hereto shall execute all such instruments and take all such actions as any other party may reasonably request, without payment of further consideration, to effectuate the transactions contemplated by this Agreement, including, without limitation, the execution and delivery of confirmatory and other transfer documents in addition to those to be delivered at Closing.

11.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Seller may not assign any of its rights or delegate any of its obligations hereunder, and any such attempted assignment or delegation without such consent shall be void. Buyer may assign its right to acquire the Station Assets (in whole or in part) without Seller's consent, but any such assignment shall not relieve Buyer of any obligations 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 electronic mail transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third (3<sup>rd</sup>) day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Buyer, then to:

Pittsburgh Radio Partners, LLC  
2029 Broad Hill Farms Road  
Moon Township, PA 15108  
Attention: Mr. Frank Iorio, Jr., Sole Member  
E-mail: <mailto:frankioriojr@gmail.com>

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

Womble Bond Dickinson (US) LLP  
2001 K Street, NW, Suite 400

Washington, DC 20006  
Attention: Bob Silverman, Esq.  
E-mail: bob.silverman@wbd-us.com

if to Seller, then to:

Butler County Radio Network, Inc.  
252 Pillow Street  
Butler, PA 16001  
Attention: Vicki Hinterberger  
E-mail: [vickih@bcnetwork.com](mailto:vickih@bcnetwork.com)

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

Hardy, Carey, Chautin & Balkin, LLP  
1080 West Causeway Approach  
Mandeville, LA 70471  
Attention: Joseph C. Chautin, III, Esq.  
E-mail: [jchautin@hardycarey.com](mailto:jchautin@hardycarey.com)

11.5 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.

11.6 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to the choice of law provisions thereof. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party.

11.7 Miscellaneous. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement, including the schedules and exhibits hereto and all documents and agreements referenced herein or made pursuant hereto, constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. 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 respective successors and permitted assigns. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

SELLERS:

BUTLER COUNTY RADIO NETWORK, INC.

By:

Name:

Title: *President*

By:

Name:

Title: *President*

BUYER:

PITTSBURGH RADIO PARTNERS, LLC

By:

Name: Frank Iorio, Jr.

Title: Sole Member



SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

SELLERS:

BUTLER COUNTY RADIO NETWORK, INC.


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

HVB2, INC.

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

BUYER:

PITTSBURGH RADIO PARTNERS, LLC

By:  \_\_\_\_\_  
Name: Frank Iorio, Jr.  
Title: Sole Member

NON-COMPETITION AGREEMENT

THIS NON-COMPETITION AGREEMENT (this “Agreement”) is made as of [date], 2022, by and among [name] (the “Individual Party”)<sup>1</sup>, Butler County Radio Network, Inc., a Pennsylvania corporation (“Seller”), and Pittsburgh Radio Partners, LLC, a Pennsylvania limited liability company (“Buyer”).

W I T N E S S E T H:

WHEREAS, pursuant to an Asset Purchase Agreement dated as of [date], 2022 by and among Seller, HVB2, Inc. and Buyer (the “Purchase Agreement”), Buyer has purchased from Seller the Station Assets (as defined in the Purchase Agreement) used or held for use in the operation of radio broadcast stations WISR-AM, Butler, Pennsylvania (FCC Facility ID No. 7900), W298CW, Butler, Pennsylvania (FCC Facility ID No. 202563), WBUT-AM, Butler, Pennsylvania (FCC Facility ID No. 71241), W247DF, Butler, Pennsylvania (FCC Facility ID No. 202564), and WLER-FM, Butler, Pennsylvania (FCC Facility ID No. 71242) (collectively, the “Stations”).

WHEREAS, the Individual Party is a stockholder of Seller.

WHEREAS, at Buyer’s request, Seller and the Individual Party have agreed to forego their rights to compete with Buyer following the closing under the Purchase Agreement, subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the agreements contained herein and in the Purchase Agreement, the sufficiency and adequacy of the consideration being acknowledged by the parties hereby, it is mutually stipulated, covenanted and agreed by and among the parties as follows:

Section 1.     Non-Compete and Non-Solicitation Agreements.

(a)     Each of Seller and the Individual Party covenants and agrees that, for a period of two (2) years after the date of this Agreement, it shall not (i) Compete (as defined below) with Buyer in accordance with the limitations set forth below in this Section 1 or (ii) solicit or induce any employee of Buyer (including any employee of Buyer who was previously an employee of Seller) to terminate his or her employment with Buyer or to become an employee or independent contractor of Seller or the Individual Party.

(b)     To “Compete” with Buyer means to engage, participate or invest in or assist, as owner, part owner, shareholder, partner, director, officer, trustee, employee, agent or consultant, or in any other capacity, directly or indirectly, in any commercial radio broadcast station within the primary service area of all of the Stations (*i.e.*, the areas served by the Stations’ strongest signals, not to exceed the 2.0 mV/m contour of all Stations). Ownership interests by

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<sup>1</sup> NTD: Each stockholder of Seller to execute a non-compete agreement.

Seller or the Individual Party of less than five percent (5%) of publicly-owned companies shall not be considered “competing” for purposes of this Agreement.

(c) Each restriction or covenant contained in this Section 1 is severable. If the time period, geographical area specified, or any of the substantive provisions in any Section of this Agreement should be adjudicated as unreasonable in any proceeding, then the time period shall be reduced by such number of months or years, the geographical area shall be reduced by the elimination of such portion thereof, or the substance shall be reduced in scope, or a combination of the foregoing, so that each such restriction or covenant may be enforced for such time period, in such geographical area and to the extent as is adjudicated to be reasonable.

Section 2. Payment. For and in consideration of Seller and the Individual Party entering into this Agreement, Buyer has purchased the Stations for a cash price of \$1,800,000, \$50,000 of which will be allocated to this Agreement. The Individual Party acknowledges that she is a beneficiary of that payment.

Section 3. Remedies. In the event that Seller or the Individual Party defaults under this Agreement, Buyer shall be entitled to injunctive relief, in addition to all other available remedies at law or in equity. Seller and the Individual Party expressly acknowledge and agree that any breach of this Agreement is likely to result in an injury of a nature which would justify the entry of an injunction and a temporary restraining order to restrain such breach, and that Buyer shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction or to enjoin Seller and/or the Individual Party from activities in violation of this Agreement.

Section 4. Successors and Assigns. Except as otherwise expressly provided herein, this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective heirs, representatives, successors and assigns. No party may assign any of its rights hereunder; provided, however, that Buyer may assign all or part of its rights hereunder to a third party in the event of the sale of any of the materially controlling assets of the Stations.

Section 5. Amendments; Waivers. The terms, covenants, representations, warranties and conditions of this Agreement may be changed, amended, modified, waived, discharged or terminated only by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later date to enforce the same. No waiver by any party of any condition or the breach of any provision, term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

Section 6. Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by email transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or, if sent by email, one day following the delivery of such email, addressed as set forth below:

if to Seller or to Individual Party, then to:	Butler County Radio Network, Inc. 252 Pillow Street Butler, PA 16001 Attention: [Name] E-mail: [Email]
with a copy (which shall not constitute notice) to:	Hardy, Carey, Chautin & Balkin, LLP 1080 West Causeway Approach Mandeville, LA 70471 Attention: Joseph C. Chautin, III, Esq. E-mail: jchautin@hardycarey.com
if to Buyer, then to:	Pittsburgh Radio Partners, LLC 2029 Broad Hill Farms Road Moon Township, PA 15108 Attention: Mr. Frank Iorio, Jr., Sole Member E-mail: frankioriojr@gmail.com
with a copy (which shall not constitute notice) to:	Womble Bond Dickinson (US) LLP 2001 K Street, NW, Suite 400 Washington, DC 20006 Attention: Bob Silverman, Esq. E-mail: bob.silverman@wbd-us.com

Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

Section 7. Captions. The captions of Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Section 8. Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to its subject matter and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to its subject matter. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

Section 9. Execution; Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

Section 10. Gender and Number. Where appropriate to the context, pronouns or other terms expressed in one number or gender will be deemed to include all other numbers or genders. The word “person” will include one or more individuals, corporations, firms,

partnerships, entities or associations. The use of a word in one tense will include the other tenses, where appropriate to the context.

Section 11. Third-Party Beneficiaries. This Agreement is intended to benefit only the parties to this Agreement, their successors and permitted assigns. No other person, entity, enterprise or association is an intended or incidental beneficiary of this Agreement.

Section 12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed in such jurisdiction, without giving effect to any conflicts of laws principles thereof.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO NON-COMPETITION AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Non-Competition Agreement to be executed on their behalf on the date first above written.

BUYER: PITTSBURGH RADIO PARTNERS, LLC

By: \_\_\_\_\_

Name: Frank Iorio, Jr.

Title: Sole Member

SELLER: BUTLER COUNTY RADIO NETWORK, INC.

By: \_\_\_\_\_

Name:

Title:

INDIVIDUAL PARTY: [NAME]

\_\_\_\_\_  
[Name]