

## **ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** (this “Agreement”) is made as of April 29, 2022, between **J.D.C. RADIO, INC.**, an Oklahoma corporation (“Seller”) and **JL RADIO, LLC**, an Oklahoma limited liability company (“Buyer”).

### **RECITALS**

**WHEREAS**, Seller owns and operates radio broadcast stations KKBI(FM), Broken Bow, OK (FCC Facility Id.:8782) (“KKBI”) and KQIB(FM), Idabel, OK (FCC Facility Id.:89460) (“KQIB” and together with KKBI, the “Stations”) pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”), including the land and building used as the studio location for the Stations;

**WHEREAS**, 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 (as 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, authorizations, permits, registrations, applications and approvals issued to Seller with respect to the Stations by (i) the FCC (the “FCC Licenses”), (ii) the Federal Aviation Administration (“FAA”); and (iii) any other permits, registrations, licenses, variances, exemptions, orders and approvals of all federal, state or local governmental authorities held by Seller in connection with the Stations (collectively, the “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, vehicles, furniture, fixtures, spare parts, supplies, inventory, promotional items and other tangible personal property of every kind and description, owned, leased, subleased or licensed by Seller in connection with the operation of the Stations (“Broadcasting Assets”) as well as the towers and improvements owned by Seller (“Towers”) and used in connection with the operation of the Stations, together with all tower foundations, equipment shelters, detuning equipment, generators, tower grounding systems, waveguides, light monitoring systems, security systems or alarms, power protection,

utilities, fences, landscaping and other related improvements which Seller has an ownership interest and which are located on or appurtenant to the Tower (collectively the “Tower Facilities” and collectively with the Broadcasting Assets and the Tower, the “Tangible Personal Property”), including every item of tangible property described on *Schedule 1.1(b)*, and any additions and improvements thereto prior to the Closing Date, except for any retirements or dispositions thereof made between the date hereof and the Closing Date in the ordinary course of business and consistent with the terms of this Agreement.

(c) all of Seller’s right, title and interest in and to all of the real property owned, leased or otherwise used in connection with the operation of the Stations, including, in each case, any appurtenant easements and improvements located thereon, whether such real property is owned, leased, subleased, licensed or otherwise occupied, including, without limitation, Seller’s fee interest in the land and office building located at 108 N. Broadway, Broken Bow, Oklahoma (Lot 21, Block 49 of the Original Town of Broken Bow, Oklahoma) (“Owned Real Property”) and the other real property listed on *Schedule 1.1(c)* (collectively, the “Real Property”);

(d) all of Seller’s right, title and interest in all contracts, leases, subleases, licenses, occupancy agreements, barter and other agreements, whether written or oral, relating to the operation of the Stations, including, without limitation, those listed on *Schedule 1.1(d)*, together with all contracts, leases, subleases, licenses, occupancy agreements, barter and other agreements entered into in connection with the Stations between the date hereof and Closing in accordance with Section 4.1 (the “Station Contracts”);

(e) all of Seller’s right, title and interest in and to the Stations’ call letters, and all trademarks, trade names, service marks, internet domain names and domain leases, social media accounts (including account information, usernames and passwords) all of which shall be provided to Buyer at least two (2) business days prior to the Closing to the extent not already set forth on *Schedule 1.1(e)*, podcasts, the rights (subject only to rights of third-party vendors) to the use, reproduction, public display, public performance, preparation of derivative works from, publication and distribution of HTML content located and publicly accessible from those domain names, and the registered user database (including emailing lists) for those sites, if any, franchises, copyrights, computer software (in both source code and object code forms), databases (in both source code and object code forms), patents, programs and programming material, jingles, slogans, logos, and all other intangible property and proprietary rights (including, without limitation, rights and permissions to use artists’ and other individuals’ names, likenesses, photographs, voices, performances, interviews, biographical information, and/or other elements of their identity) which are owned by or licensed to or used or held for use by Seller in connection with the operation of the Stations, including without limitation those listed on *Schedule 1.1(e)* attached hereto, and applications to register the foregoing in any jurisdiction, including any extension, modification or renewal of any such registration or application, and the rights to sue, make claims, and recover damages for, and to settle and release, any past, present or future infringement or misappropriation of any of the foregoing (collectively, the “Intangible Property”);

(f) All of Seller’s rights and obligations related to the Adopt-An-Angel account as well as all toys and other items used in connection with the Adopt-An-Angel program (“Adopt-An-Angel Obligations”);



(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;

(h) all deposits, prepaid expenses which exist at Closing and for which Seller receives a credit pursuant to Section 1.5 and claims (including warranty claims) which exist at Closing;

(i) any and all rights and claims of Seller, whether mature, contingent or otherwise, against third parties with respect to the Stations and the Station Assets, to the extent attributable to any period after the Closing, including, without limitation, all assignable rights under manufacturers' and vendors' warranties; and

(j) Seller's goodwill in, and the going concern value of, the Stations.

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, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, money market accounts and all such similar accounts or investments;

(b) all contracts that are terminated or expire prior to Closing in accordance with Section 4.1, but subject to the extension and renewal provisions set forth in Section 4.1(e)(iv);

(c) all rights, claims or causes of action of Seller against third parties that arise in connection with the discharge by Seller of the Retained Liabilities or that relate to the Excluded Assets;

(d) all rights duties or obligations, arising under any contract other than any Station Contracts;

(e) all personnel records and other records that Seller is required by law to retain in its possession and all records relating to Retained Liabilities or Excluded Assets (provided

that Seller shall provide Buyer with copies of all such personnel records relating to employees hired by Buyer at Closing);

(f) all claims for refund of taxes and other governmental charges paid by Seller with respect to periods prior to the Closing (but only so long as Buyer has no liability with respect to payment of such amounts);

(g) 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; and

(h) the Seller AR (as defined in Section 1.9).

1.3 Assumption of Obligations; Retained Liabilities. On the Closing Date, Buyer shall assume (a) the obligations of Seller arising on or after the Closing Date under the Station Contracts, (b) the obligations of Buyer described in Section 5.5, (c) any other liabilities of Seller for which Buyer receives a credit under Section 1.5 and (d) the Adopt-An-Angel Obligations (collectively, the "Assumed Obligations"). The Station Assets shall be transferred to Buyer at Closing free and clear of liens, claims and encumbrances ("Liens") except for (a) the Assumed Obligations, (b) statutory liens for taxes not yet due and payable and, (c) Liens that will be released at Closing (collectively, "Permitted Encumbrances"). 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 or obligation of Seller under any contracts not included in the Station Contracts (the "Retained Liabilities").

1.4 Purchase Price. The purchase price to be paid for the Station Assets shall be the sum of Four Hundred Seventy-Five Thousand Dollars (\$475,000.00), subject to adjustment pursuant to Section 1.5 (the "Purchase Price"). The Purchase Price shall be paid at Closing in cash in 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.

1.5 Prorations. The operation of the Stations and the income and operating expenses attributable thereto until 11:59 p.m. on the date preceding the day of Closing (the "Adjustment Time") shall be for the account of Seller and thereafter for the account of Buyer, and income and expenses shall be prorated between Seller and Buyer as of the Adjustment Time in accordance with generally accepted accounting principles, and the Purchase Price shall be adjusted accordingly. Such prorations shall include all property taxes (except transfer taxes as provided by Section 11.2), music and other license fees, utility expenses, rent and other amounts under Station Contracts and similar prepaid and deferred items. Sales commissions related to the sale of advertisements broadcast on the Stations prior to the Closing Date shall be the responsibility of Seller, and sales commissions related to the sale of advertisements broadcast on the Stations from and after the Closing Date shall be the responsibility of Buyer. Prorations and adjustments shall be made at Closing to the extent practicable. As to those prorations and adjustments not capable of being ascertained at Closing, an adjustment and proration shall be made within ninety (90)



calendar days after Closing. 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 the Closing Date (i) the Stations have a negative barter balance in excess of ten thousand dollars (\$10,000) (*i.e.*, the amount by which the value of air time to be provided by the Stations from and after the Closing exceeds the fair market value of corresponding goods and services to be received by the Stations from and after Closing), then the excess of such balance shall be treated as prepaid time sales and adjusted for as a proration in Buyer's favor, or (ii) the Stations have a positive barter balance, then there shall be no proration or adjustment for such balance.

1.6 Allocation. After Closing, Buyer and Seller shall 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 shall be determined by mutual agreement of the parties. Buyer and Seller each further agrees to file its federal income tax returns and its other tax returns reflecting such allocation as and when required under the Code.

1.7 Closing. The consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the "Closing") shall take place on the date ten (10) days after the date that the FCC Consent (defined below) is initially granted, 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 the Closing). The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.8 FCC Consent. No later than five (5) 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.

1.9 Receivables. On the Closing Date, Seller shall deliver to Buyer a complete statement of all accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided by the Stations prior to Closing (the "Seller AR"). Buyer shall use commercially reasonable efforts (which shall not require the payment of any out-of-pocket amounts) to collect all Seller AR on behalf of Seller from the Closing Date until the date one hundred twenty (120) days after the Closing Date (the "Collection Period"). Such collection efforts shall be in the same manner that Buyer collects its own accounts receivable, provided, however, that Buyer shall be under no obligation to commence litigation or legal action or take any other extraordinary action to effect collection. Buyer shall remit such collections to Seller on a monthly basis within twenty (20) days after the end of any calendar month during the Collection Period. Buyer will not withhold commissions payable to any employees from the collected Seller AR (which commissions shall be the sole responsibility of Seller consistent with Seller's commission practices). Seller shall not attempt to collect any of the Seller AR during the Collection Period. Buyer may deposit any checks made out to Seller. If Seller receives a payment from an account debtor of the Stations, Seller shall promptly notify Buyer thereof. At the end of the Collection Period, Buyer shall turn back to Seller any uncollected Seller AR and Buyer shall have no further obligation with respect to the Seller AR.



**ARTICLE 2:**  
**SELLER REPRESENTATIONS AND WARRANTIES**

Seller represents and warrants to Buyer as follows:

2.1 Organization. Seller is duly organized, validly existing and in good standing in the State of Oklahoma. 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 does not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller are subject, and does 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 hold 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. Seller is qualified to be an FCC licensee, and is operating the Stations in compliance in all material respects with the FCC Licenses, the Communications Act of 1934, as amended, and all regulations and published policies of the FCC (the "Communications Laws"), including that each Station is transmitting at no less than ninety percent (90%) of its authorized power. 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 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 threatened against Seller or the Stations by or before the FCC.

(b) Seller and the Station Assets are in material compliance with all rules and regulations of the Federal Aviation Administration applicable to the Stations. All material 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 have been filed and paid. All such reports and filings are accurate and complete. Seller maintains public files for the Stations as required by FCC rules.

2.5 Taxes. Seller has, 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 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, except where the failure to pay such taxes or file such return would not reasonably be expected to have a material impact on the Station Assets.

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 item of Tangible Personal Property is in good operating condition and repair, is free from material defect or damage, is functioning in the manner and purposes for which it was intended, and has been maintained in accordance with industry standards. The Towers are (a) obstruction marked; (b) lighted; and (c) properly registered with the FCC to the extent required by, and in accordance with, the Communications Laws. The Towers Tower Facilities do not have any physical, structural or mechanical defects or limits which would prevent or materially obstruct the ability to use the Tower and Tower Facilities for radio broadcasting. To the best of Seller's knowledge, the Building, Towers, Tower Facilities and other fixtures that are used in the operation of the Stations are free of material structural defects that would render them unsuitable for their intended uses. Seller has no knowledge that they have not been properly maintained and repaired or that they do not comply in all material respects with applicable zoning, health and safety laws and codes. The operations of the Stations do not exceed permissible levels of exposure to RF radiation specified in either the Communications Laws or any other federal, state or local laws. Seller has delivered to Buyer true and complete copies of all construction drawings and structural engineering reports in its possession that are applicable to the Towers and Tower Facilities.

2.7 Real Property. *Schedule 1.1(c)* contains a description of all real property used or held for use in the business or operation of the Stations. Seller holds fee simple title to the Owned Real Property (including the office building located thereon, the "Building"), free and clear of Liens other than Permitted Encumbrances. *Schedule 1.1(c)* includes a description of any lease or similar agreement under which Seller is a lessee or licensee of, or holds, uses or operates, any real property in the business or operation of the Stations (the "Real Property Leases"). The Owned Real Property includes, and the Real Property Leases provide, sufficient access to the Stations' facilities without need to obtain any other access rights. No part of any Real Property is subject to any pending or threatened suit for condemnation or other taking by any public authority. All buildings and other improvements included in the Real Property associated with the Stations (including the Building) are in good operating condition and repair, and free from material defect or damage, and comply with applicable zoning, health and safety laws and codes. Seller has delivered to Buyer an up to date title abstract for the Owned] Real Property and copies of any title insurance policies in its possession that are applicable to the Real Property. Seller's installation, use and occupancy of the Real Property in the manner in which it is now operated (including the installation of Seller's Tangible Personal Property and Building thereon) (i) complies with all zoning, building, use, safety or other similar statutes, ordinances or regulations of any governmental authority and (ii) is not dependent on a "permitted non-conforming use" or



“permitted non-conforming structure” or similar variance, exemption or approval from any governmental authority which has not already been granted.

2.8 Contracts. *Schedule 1.1(d)* contains a list of all contracts used in the operation of the Stations. Each of the Station Contracts, including without limitation each Real Property Lease is in 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 respects, and are not in default thereunder, and to Seller’s knowledge, no other party to any of the Station Contracts is in default thereunder. Complete and correct copies of each Station Contract (including each Real Property Lease), together with all amendments thereto, have been delivered to Buyer by Seller.

2.9 Environmental. Except as disclosed in the environmental reports described in *Schedule 2.9* (“Environmental Reports”) hereof which have been made available to Buyer prior to the date hereof,

(a) no hazardous or toxic substance or waste (including without limitation petroleum products or petroleum by-products) or any other material regulated under any applicable environmental, health or safety law (each a “Contaminant”) has been generated, stored, or transported on, in, from or to the assets or properties of the Stations, except, in each case, *de minimis* amounts used in the ordinary course of business and in compliance with applicable law;

(b) no Contaminant has been spilled, leaked, disposed of, or released (each a “Release”) on, in, from, under, or to the assets or properties of the Stations.

(c) neither the Stations nor any of the assets or properties of the Stations are subject to any order from or agreement with any governmental authority or private party regarding any Contaminant or Release;

(d) neither the Stations nor any of the assets or properties of the Stations include any underground storage tanks or surface impoundments, any asbestos containing material, any lead-based paint, or any polychlorinated biphenyls (“PCBs”);

(e) Seller has not received, and do not otherwise have knowledge of, in respect of the Stations or any assets or properties of the Stations any notice or claim (actual or threatened) to the effect that it is or may be liable as a result of the storage, transportation, generation or Release of a Contaminant;

(f) Neither the Stations nor any of its assets or properties is the subject of any investigation by any governmental authority with respect to the storage, transportation, generation or Release of a Contaminant; and

(g) There have been no material changes to the operations occurring at the Stations since the date of the Environmental Reports.

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 Intangible Property. 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 there is no basis for any such claim of conflict). The Stations have the exclusive right to use the Intangible Property. No programming or other material used or broadcast by the Stations infringes upon any copyright, patent or trademark of any other party.

2.11 Employees. Except with respect to the Excluded Employees, Seller has provided to Buyer a list of all of the Stations' employees, which shall include but not be limited to, all Station employees involved in the sale of advertising on the Stations, and their position and rate of compensation, and a description of all of Seller's employee benefit plans (the "Employment Schedule"). Seller has complied 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 threatened before any court or governmental authority, and there is no strike, dispute, request for representation, slowdown or stoppage pending or threatened in respect of the Stations' business.

2.12 Station Assets. Except for the Excluded Assets, the Station Assets constitute all material assets used or held for use in the business or operation of the Stations. 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 and will maintain such policies in full force and effect until Closing.

2.13 Compliance with Law. Seller has complied 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 except where the failure to comply would not reasonably be expected to have a material impact on the Station Assets. There is no action, suit or proceeding pending or threatened against Seller in respect of the Stations or the Station Assets. To Seller's knowledge, there are no claims or investigations pending or threatened against Seller in respect of the Stations or the Station Assets.

2.14 Financial Statements. Seller has provided to Buyer copies of the internal broadcast cash flow statements and balance sheets for the operations of the Stations (i) as of the two most recent calendar years (2021 and 2020) and (ii) for the most recent year to date period ending March 30, 2022 (collectively, the "Financial Statements"). Such Financial Statements have been prepared in accordance with generally accepted accounting principles consistently applied and present fairly the results of operations of the Stations for the respective periods covered thereby except that they do not include barter revenue or expenses, depreciation or amortization expenses, corporate overhead expenses, interest expense and certain other non-cash expenses and any footnotes that would be required.



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, validly existing and in good standing 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. 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 do not 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 does not conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent.

3.4 Qualification. Buyer is legally and financially qualified to hold the FCC Licenses under the Communications Laws and the rules, regulations and policies of the FCC as they exist on the date of this Agreement. To Buyer's knowledge, there are no facts that would under existing law and the existing rules, regulations, policies and procedures of the FCC, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Stations. The FCC Application will not include a request by Buyer for a waiver of FCC rules or policy.

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.



**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 and keep its books and accounts, records and files in the ordinary course, preserve the business and goodwill of the Stations and the Station Assets, and collect the Stations' accounts receivable only in the ordinary course of business consistent with past practice;

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

(c) keep all Tangible Personal Property, the Building and Real Property associated with the Stations in good operating condition (ordinary wear and tear excepted) and will 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 with respect to the Stations and the Station Assets;

(d) at the request of Buyer, from time to time give Buyer access during normal business hours to all Stations' facilities, properties, accounts, books, deeds, title papers, insurance policies, licenses, agreements, contracts, commitments, records and files, equipment, machinery, fixtures, furniture and vehicles, and all other Station Assets, and provide Buyer all other information concerning the Stations as Buyer may reasonably request. Any investigation or examination by Buyer shall not in any way diminish any representations or warranties of Seller made in this Agreement; and

(e) 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) except as may be described in the Employment Schedule or consistent with past practice and plans in existence at the Stations, grant any raises to employees of the Stations, pay any substantial bonuses or enter into any contract of employment with any employee or employees of the Stations;

(iii) 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;

(iv) amend or terminate any of the Station Contracts; provided that in the event that any Station Contract is set to expire prior to the Closing, or within ninety (90) days of the Closing, Seller shall notify Buyer in advance thereof, and extend or renew such Station Contract on terms reasonably satisfactory to Buyer if requested by Buyer; or



(v) discount or otherwise reduce the amount of any of the Stations' accounts receivable.

4.2 Estoppel Certificates. At Closing, Seller shall deliver to Buyer customary written estoppel certificates (the "Estoppel Certificates") duly executed by the lessors under the Real Property Leases, in form and substance reasonably satisfactory to Buyer; provided however, Seller shall not be required to provide an Estoppel Certificate for any Real Property Lease if (i) Seller has employed commercially reasonable efforts to obtain an Estoppel Certificate for a particular Real Property Lease, (ii) the lessor for such Real Property Lease is unwilling to provide such certificate despite Seller's request and (iii) to the extent required by such Real Property Lease, Seller has obtained the consent of the real property lessor to the assignment of such Real Property Lease to Buyer.

## **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 the parties shall cooperate to make a mutually agreeable announcement.

5.3 Control. Consistent with Communications Laws, 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. The risk of loss of or damage to any of the Station Assets, and the risk of any interruption in the Stations' normal broadcast transmission, shall remain with Seller at all times until 12:01 a.m. local time on the day of Closing, and prior to Closing, Seller shall repair and replace any lost or damaged Station Assets and restore any interrupted transmission.

5.4 Consents. Prior to Closing, Seller shall obtain the Required Consents (defined below) and shall use commercially reasonable efforts to obtain the other consents noted on *Schedule 1.1(d)* hereto. 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(d)* identifies those consents the receipt of



which is a condition precedent to Buyer's obligation to close under this Agreement (the "Required Consents").

#### 5.5 Employees.

(a) Buyer may (but is not obligated to) offer post-Closing employment to any of the Stations' employees except those disclosed on *Schedule 5.5* ("Excluded Employees"). With respect to each such employee who accepts Buyer's offer of employment, 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). With respect to any employees hired by Buyer, Seller shall make an adjustment in favor of Buyer under Section 1.5, equal to the value of any accrued and unused vacation time and any accrued and unused sick leave that exists as of the Closing Date and for which Buyer provides a credit to such hired employees.

(b) Buyer does not assume any of Seller's employee obligations (including any severance obligations), all of which are Retained Liabilities and not Assumed Obligations. Notwithstanding anything in this Agreement to the contrary, if any of the employment agreements included in the Station Contracts includes any deferred compensation or profit sharing or transfer of control or similar provisions, then such obligations shall be Retained Liabilities and not Assumed Obligations.

(c) The terms of this Agreement are solely for the benefit of (and may be enforced only by) the parties hereto and their respective successors and permitted assigns. Without limiting the foregoing, nothing in this Agreement gives any rights to any employee, and no employee may enforce any provision of this Agreement against any of the parties hereto.

5.6 Title Insurance. Buyer may, at its expense, obtain customary title commitments and surveys with respect to the Real Property. As used herein, "Encroachment" means any (i) Lien disclosed in any such survey that is not a Permitted Encumbrance or (ii) encroachment disclosed in any such survey that is not consistent with the representations set forth in this Agreement. Seller shall cooperate with any reasonable requests by the title company and/or surveyor and shall provide access for such surveys upon reasonable prior notice. If any Encroachment is identified by Buyer, then Seller shall remedy the same prior to Closing (which may be delayed as provided below to the extent reasonably necessary to complete such remediation); provided, however, that (i) if the reasonably estimated cost to cure such Encroachment exceeds is equal to or less than \$30,000 ("Remediation Amount"), then either party shall have the right to terminate the Agreement written notice to the other party before Closing, and in such event the parties hereby agree to use good faith efforts to reform the terms of this Agreement on mutually acceptable terms.

#### 5.7 Environmental.

(a) With respect to any Real Property, prior to Closing, Buyer may at its expense conduct a Phase I environmental site assessment ("Phase I Review"), and if reasonably recommended by its consultant who performs that Phase I review, and subject to Seller's written consent, which may be withheld in Seller's sole discretion, a Phase II environmental site



assessment (“Phase II Review”) (any Phase I Review and Phase II Review being collectively referred to as the “Environmental Review”), prior to Closing, provided that such assessments are conducted during normal business hours upon reasonable prior notice (and subject to landlord consent if necessary), but completion of such assessments (or the results thereof) is not a condition to Closing. In the event Buyer requests a Phase II Review as provided above and Seller will not permit Buyer to conduct a Phase II Review, then Buyer may terminate this Agreement without cause.

(b) If any Environmental Review identifies a condition requiring remediation under applicable environmental law (“Environmental Condition”) and the reasonably estimated cost to remedy such conditions is equal to or less than the Remediation Amount, then Seller, at Seller’s sole cost and expense, shall use commercially reasonable efforts to remediate such condition in all material respects in the ordinary course of business and in compliance with all applicable environmental laws prior to Closing. If such remediation is not completed prior to Closing, then the parties may elect to proceed to Closing in which case, (i) Seller’s representations and warranties deemed modified to take into account any such Environmental Condition, (ii) the Purchase Price shall be reduced by the Remediation Amount, (iii) Buyer shall acquire the site in its then current condition and be obligated to pay the final cost to remediate the Environmental Condition at the site after the Closing and (iv) once the remediation is completed, if the final cost for the remediation was less than the Remediation Amount, then Buyer shall refund the difference to Seller.

(c) If any Environmental Review identifies an Environmental Condition and the reasonably estimated cost to remedy all such conditions in the aggregate exceeds the Remediation Amount, then Seller may either (i) elect to remediate such condition(s) in all material respects by written notice to Buyer within ten (10) business days after completion of all assessments and determination of remediation costs or (ii) terminate this Agreement without cause. Notwithstanding the foregoing, prior to such termination, Buyer shall have the right to elect to proceed to Closing without such remediation, in which case, (i) Seller’s representations and warranties will be deemed modified to take into account any such Environmental Condition, and (ii) Purchase Price shall be reduced by the greater of (A) the Remediation Amount or (B) such greater amount that Seller has voluntarily agreed to contribute in order to proceed to Closing and (iii) Buyer shall acquire the site in its then current condition and be obligated to pay the final cost to remediate the Environmental Condition site after the Closing.

## 5.8 Inspections.

(a) Prior to Closing, Buyer may at its expense obtain one or more structural analysis and inspections of the Building and any Tangible Personal Property included in the Station Assets (“Site Inspection”), provided that such Site Inspections shall be conducted during normal business hours upon reasonable prior notice (and subject to landlord consent if necessary). In the event any Site Inspection reveals information that a significant structural or other defect exists (“Site Defect”), then Buyer shall provide Seller with a copy of such Site Inspection report as promptly as possible and Seller may obtain its own independent report.

(b) If any Site Inspection reveals a Site Defect, Seller shall remedy such Site Defect prior to Closing; provided however, if the reasonably estimated cost to remedy all such conditions in the aggregate exceeds the Remediation Amount, then Seller may either (i) elect to



remediate such condition(s) in all material respects or (ii) terminate this Agreement without cause. Notwithstanding the foregoing, prior to such termination, Buyer shall have the right to elect to proceed to Closing without such remediation, in which case, (i) Seller's representations and warranties will be deemed modified to take into account any such Site Defect, (ii) Purchase Price shall be reduced by the greater of (A) the Remediation Amount or (B) such greater amount that Seller has voluntarily agreed to contribute in order to proceed to Closing and (iii) Buyer shall acquire the Station Assets for which there is a Site Defect in their then current condition and be obligated to pay the final cost to remedy the Site Defect after the Closing.

## **ARTICLE 6: SELLER CLOSING CONDITIONS**

The obligation of Seller to consummate the 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 Closing from Buyer (executed by an authorized officer) to the effect that the conditions set forth in this section 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 the Closing is subject to satisfaction of the following conditions at or prior to the 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 Closing from Seller (executed by an authorized officer) to the effect that the conditions set forth in this section 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 Required Consents. Seller shall have delivered to Buyer the Required Consents.

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

## **ARTICLE 8:** **CLOSING DELIVERIES**

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

- (a) a certified copy of the Seller Authorization;
- (b) the Seller Bringdown Certificate;
- (c) an Assignment of Licenses assigning the Licenses, including the FCC Licenses to Buyer;
- (d) an Assignment and Assumption of Contracts assigning the Station Contracts to Buyer;
- (e) an Assignment and Assumption of Leases assigning the Real Property Leases to Buyer;
- (f) Special Warranty Deeds conveying the Owned Real Property to Buyer;
- (g) a bill of sale conveying all Station Assets to Buyer;
- (h) the Required Consents and Estoppel Certificates to the extent provided herein;
- (i) vehicle titles; and
- (j) 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 the Closing, Buyer shall deliver to Seller:

- (a) the Purchase Price in accordance with the terms of this Agreement;
- (b) a certified copy of the Buyer Authorization;
- (c) the Buyer Bringdown Certificate;
- (d) an Assignment and Assumption of Contracts assuming the obligations arising after Closing under the Station Contracts;



(e) an Assignment and Assumption of Leases assuming the obligations arising after Closing under the Real Property Leases; and

(f) 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 sixteen (16) months from the Closing Date whereupon they shall expire and be of no further force or effect, except (i) those with respect to title to the Station Assets, which shall survive indefinitely, and (ii) 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 earlier of resolution of such claim or expiration of the applicable statute of limitations. The covenants and agreements in this Agreement shall survive Closing until performed.

### 9.2 Indemnification.

(a) 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 or default by Seller under this Agreement;

(ii) the Retained Liabilities; or

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

(b) 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 or default by Buyer under this Agreement;

(ii) the Assumed Obligations; or

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

### 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.

9.4 Limitations. Neither Seller nor Buyer shall be required to indemnify the other party under this Article 9 unless (i) written notice of a Claim under this Article 9 was received by within eighteen (18) months following the Closing, and (ii), with respect to Section 9.2(a)(i) or Section 9.2(b)(i), the aggregate value of the Damages exceeds \$10,000, after which the claimant shall be entitled to recover all Damages; provided, however, the parties' maximum indemnification liability to the other shall not exceed the Purchase Price. In calculating the amount of Damages to Buyer or Seller under Section 9.2 above, such Damages shall be reduced by any recovery from any third party (including insurance proceeds) as a result of the facts or circumstances giving rise to the Damages.

## **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) do not perform the obligations to be performed by it under this Agreement on the Closing Date; or

(ii) otherwise breaches any of its representations or warranties or defaults 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);

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



(i) does not perform the obligations to be performed by it under this Agreement on the Closing Date; or

(ii) otherwise breaches any of its representations or warranties or defaults 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);

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

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

(f) as set forth in Section 5.6 (Title), 5.7. (Environmental) or 5.8 (Inspections).

(g) as set forth in Section 11.1 (Risk of Loss).

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 (i) fifteen (15) days thereafter or (ii) 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), 10.3 (Liquidated Damages), and 11.2 (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 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. In the event that this Agreement is terminated by Seller pursuant to Section 10.1(c), then Seller’s sole remedy for Buyer’s breach of this Agreement shall be termination of this Agreement and receipt of the liquidated damages amount pursuant to Section 10.3, except for any failure by Buyer to comply with its obligations related to Sections 1.9, 5.1, 5.2 or 5.3, as to which Seller shall be entitled to specific performance.

10.3 Liquidated Damages. If this Agreement is terminated by Seller pursuant to Section 10.1(c), then upon written notice by Seller to Buyer, Buyer shall pay Seller an amount equal to Five Thousand Dollars (\$5,000) and such funds shall constitute liquidated damages and except as provided in Section 10.2 above, be the sole remedy of Seller for a breach by Buyer of this Agreement. The parties acknowledge and agree that payment of such amount shall constitute payment of liquidated damages and is not a penalty and that the 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 Risk of Loss. The risk of loss to any of the Station Assets on or prior to the Closing Date shall be upon Seller. Seller shall use all commercially reasonable efforts to repair or replace any damaged or lost Station Assets; provided, however, that in the event that any Station Assets incur(s) damages which are expected to exceed Ten Thousand Dollars (\$10,000) to repair or replace Station Assets having a fair market value of Ten Thousand Dollars (\$10,000), or more, is lost as of the date otherwise scheduled for the Closing, then Buyer may, at its option, upon prior written notice to Seller, either (i) postpone the Closing for a period of up to sixty (60) days while Seller shall repair or replace such Station Assets, (ii) elect to close the transaction contemplated herein with the Station Assets in their damaged or lost condition, in which case the Purchase Price shall be reduced by the cost or repair or replacement of such damaged or lost Station Assets, and Buyer shall have the responsibility to repair or replace the damaged or lost Station Assets, or (iii) if such damage or loss exceeds Fifty Thousand Dollars (\$50,000), may terminate this Agreement without penalty upon written notice to Seller. Should any Station not operate with at least 80% of its full, FCC-licensed facilities for a period of five (5) days for any reason other than *force majeure* or at the direction of the FCC, without appropriate notice or application to the FCC, Buyer may elect to terminate this Agreement without penalty upon giving written notice thereof to Seller.

11.2 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 any requests for FCC Consent or applicable to the transfer of the Station Assets under this Agreement shall be shared equally by Buyer and Seller.

11.3 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.

11.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Neither party may assign any of its rights or delegate any of its obligations hereunder without the consent of the other party, and any such attempted assignment or delegation without such consent shall be void.

11.5 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, or on the third 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 Seller, then to:

[\*]



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

Sally Buckman, Attorney  
2001 L Street NW, Suite 400  
Washington, DC 20036

if to Buyer, then to:

JL Radio, LLC  
306 Clay Street  
Broken Bow, Oklahoma 74728  
Attn. Laura Lindly

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

Wilkinson Barker Knauer LLP  
1800 M Street, NW  
Suite 800N  
Washington, D.C. 20036  
Attn. David Oxenford  
Attn: Paige Fronabarger  
[doxenfrod@wbklaw.com](mailto:doxenfrod@wbklaw.com)  
[pfronabarger@wbklaw.com](mailto:pfronabarger@wbklaw.com)

11.6 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.

11.7 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 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. The construction and performance of this Agreement shall be governed by the laws of the State of Oklahoma without giving effect to the choice of law provisions thereof. 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]

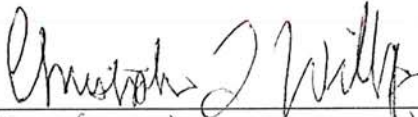


SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

**SELLER:**

**J.D.C. RADIO, INC.**

By:   
Name: Christopher L. Willingham  
Title: President

**BUYER:**

**JL RADIO, LLC**

By:   
Name: Jay W. Lindly  
Title: member