

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") made as of March 1, 2023, is entered into by and among BDJ Radio Enterprises, LLC, a Missouri limited liability company ("**BDJ**"), 920 AM, LLC, a Missouri limited liability company ("**920 AM**"), Radio Property Ventures, LLC, a Missouri limited liability company ("**RPV**"), and What's wGNU, LLC, a Missouri limited liability company ("**WhatswGNU**") (BDJ, 920 AM, RPV and WhatswGNU, each a "**Seller**", may be collectively referred to as "**Sellers**") and East Central Broadcasting, LLC ("**Buyer**").

Recitals

BDJ holds licenses and other authorizations issued by the Federal Communications Commission (the "**FCC**") for AM radio station KXEN, St. Louis, Missouri (Facility ID No. 54739) ("**KXEN**") and FM translator station K264CY St. Louis, Missouri (Facility ID No. 202918) ("**K264CY**").

920 AM, an affiliate of BDJ, holds licenses and other authorizations issued by the FCC for radio station WGNU, St. Louis, Missouri (Facility ID No. 49042) ("**WGNU**").

RPV and WhatswGNU, each an affiliate of BDJ and 920 AM, own assets that are used in the operation of KXEN, K264CY and/or WGNU.

Sellers desire to sell, transfer, and assign to Buyer, and Buyer desires to purchase, acquire, and assume from Sellers, the licenses and other authorizations issued by the FCC for KXEN, WGNU and K264CY (collectively, the "**Stations**"), along with certain assets used in the operation of the Stations, for the price on the terms and conditions set forth in this Agreement, subject to prior consent of the FCC.

Prior to the consummation of the transactions contemplated in the preceding paragraph, Sellers wish to make available to Buyer, and Buyer wishes to use, airtime on WGNU for programming that Buyer will supply, on the terms and conditions set forth in a Time Brokerage Agreement to be entered into contemporaneously with this Agreement.

Agreement

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: PURCHASE OF ASSETS

1.1. Stations Assets. On the terms and subject to the conditions hereof, at Closing (defined below), Sellers shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Sellers, all right, title and interest of Sellers in and to the following assets and personal properties of Sellers, tangible and intangible, that are primarily used in the operation of the Stations (other than the Excluded Assets, defined below) (the "**Station Assets**"):

- (a) All transferable FCC licenses, permits, authorizations, and applications with respect to the Stations (**"the FCC Licenses"**) described on **Schedule 1.1(a)**; including any renewals or modifications thereof between the date hereof and Closing;
- (b) Certain tangible personal property used in the operation of the Stations as more particularly described in Schedule 1.1(b) (the **"Tangible Personal Property"**).
- (c) Seller's rights to use and, to the extent owned by Sellers, ownership of current trademarks, jingles, slogans, and all rights in and to the Stations' call letters and all other 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, client lists, client sales records, archives and any other intangible property, and in each case exclusively used in operation of the Stations and identified by, although not limited to, **Schedule 1.1(c) (the "Intangible Property")** and
- (d) the Stations' online public inspection files, including political files, and copies of all other files relating to the Stations Assets and required by the FCC to be kept by the Stations, including engineering data and logs, but excluding records included in or related to Excluded Assets (defined below).

The Station Assets shall be transferred to Buyer free and clear of debt, liens, claims and encumbrances (**"Liens"**).

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) The broadcast towers and transmitter building located on the parcel of real property that serves as the WGNU licensed tower site;
- (b) All cash and cash equivalents, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, money market accounts, and all such similar accounts of investments;
- (c) Sellers' office furniture and certain computers, and all other tangible or intangible personal property that is not identified in Schedule 1.1(b) or Schedule 1.1(c);
- (d) All employment contracts between Sellers and persons employed at the Stations, as well as Stations' contracts that are terminated or expire prior to Closing in accordance with Article 4;
- (e) All contracts of insurance, all coverages and proceeds thereunder and all rights in connection therewith, including without limitation rights arising from any refunds due with respect to insurance premiums payments to the extent related to such insurance policies;
- (f) All pension, profit sharing plans and trusts and the assets thereof any other employee benefit plan or arrangement and the assets thereof, if any;
- (g) All accounts receivable of Sellers and any other rights of Sellers to payment of cash consideration for goods and services sold or provided by Sellers prior to the Closing Date (defined below);
- (h) All deposits (including lease and service deposits) and prepaid expenses (and all rights arising therefrom or related thereto);

- (i) All rights and claims, whether mature, contingent or otherwise, primarily related to the Retained Obligations (defined below);
- (j) All business records, including, without limitation, financial records, charter documents, and books and records relating to the organization, existence or ownership of Sellers, duplicate copies of the records of the Stations, and all records not relating to the operation of the Stations; and,
- (k) all rights and claims of any Sellers, whether mature, contingent or otherwise, against third parties with respect to the Stations and the Station Assets prior to the Closing Date.

1.3 No Assumption of Obligations. On the Closing Date, Buyer shall assume the obligations under the FCC Licenses arising during, or attributable to, any period of time on or after the Closing Date. Buyer does not assume, and will not be deemed by execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of Sellers (the “**Retained Obligations**”).

1.4. Purchase Price. In consideration for the sale of the Station Assets to Buyer, Buyer shall pay Sellers the total sum of Two Hundred Ten Thousand Dollars (\$210,000.00). (the “**Purchase Price**”). The Purchase Price shall be paid as follows:

(a) A down payment in the amount of Thirty Thousand Dollars (\$30,000.00) (the “**Down Payment**”) shall be paid to Sellers upon the execution of this Agreement. Buyer acknowledges that Sellers may use the Down Payment prior to the Closing (as defined below) to defray professional fees attendant to the proposed transaction and to pay the expenses of preserving the Stations. At Closing, the Down Payment shall be applied to the Purchase Price. If the Closing does not take place due to Buyer’s default under the terms of this Agreement, the Down Payment will be retained by Seller and deemed liquidated damages, as further provided in Section 10.5 of this Agreement. If the Closing does not take place due to a default by Seller, the Down Payment shall be returned to Buyer.

(b) At Closing, Buyer shall execute and deliver a promissory note in the amount of One Hundred Eighty Thousand Dollars (\$180,000) (the “**Note**”). The Note, in the form of **Exhibit A** hereto, shall bear interest at the rate of 8% per annum, and will be paid monthly over a four-year period, provided however, that the Note shall contain a “due on sale” clause requiring payment in full if and when any of the Stations are sold (or control is transferred) during the four-year term of the Note. The Note shall be secured by a personal guaranty of Louis B. “Buzz” Eckelkamp, III (the “**Personal Guaranty**”), in the form of **Exhibit B** hereto. In addition, Seller shall have a security interest in the assets pursuant to the form attached as **Exhibit C**.

1.5 Prorations and Adjustments. Except as otherwise provided herein, all prepaid income and accrued but unpaid expenses arising from the conduct of the business and operations of the Stations shall be prorated between Buyer and Seller as of 11:59 p.m. local time on the Closing Date. Such prorations shall include, without limitation, all ad valorem and other taxes, business and license fees, rents, FCC regulatory fees, and similar prepaid and deferred items. The prorations and adjustments contemplated by this Section 1.5 shall be made to the extent practicable at the Closing, and to the extent not made at the Closing shall be made within sixty (60) calendar days after the Closing Date. Promptly following agreement or final determination regarding the prorations contemplated by this

Section 1.5, which are not reflected by an adjustment to the Purchase Price, a cash payment in respect of such prorations shall be made by Seller to Buyer or by Buyer to Seller, as the case may be.

1.6 Allocation. Prior to Closing, Buyer and Sellers shall allocate the Purchase Price for tax purposes in accordance with the respective fair market values of the Station Assets being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the “**Code**”). If Buyer and Sellers have not mutually agreed on an allocation prior to the Closing, and after Closing, the parties cannot agree on an allocation of the Purchase Price, the parties shall hire a professional experienced in the evaluation of broadcast properties to determine such allocation, which shall be binding on the parties. The parties shall mutually agree on such an appraiser and shall instruct the appraiser to deliver a report within ninety (90) days after Closing. Buyer and Sellers shall each be responsible for one-half of the cost of such appraisal.

1.7 Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the “**Closing**”) shall take place five (5) business days following FCC Consent (defined below), subject to the satisfaction or waiver of the conditions set forth in Article 6 or 7 below. The date on which the Closing is to occur is referred to herein as the “Closing Date”. Notwithstanding the foregoing, if a formal or informal protest is filed against the FCC Applications (defined below), Buyer may elect to close ten (10) days after the FCC Consent has become a “final” order under FCC procedural rules.

1.8 FCC Consent. Within five (5) business days of the date of this Agreement, Buyer and Sellers shall file applications with the FCC (the “**FCC Applications**”) requesting FCC consent to the assignment of the FCC Licenses to Buyer. Actions of the FCC staff that grant the FCC Applications without any material adverse conditions other than those of general applicability is referred to herein as the “**FCC Consent**”. Buyer and Sellers shall diligently prosecute the FCC Applications and otherwise use commercially reasonable efforts to obtain the FCC Consent as soon as possible. Buyer and Sellers shall notify each other and provide copies of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Sellers 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. Except as otherwise provided herein, each party will be solely responsible for the expenses incurred by it in the preparation and prosecution of its respective portion of each of the FCC Applications. The FCC Applications processing fees will be shared equally by Sellers and Buyer. Neither Buyer nor Sellers shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of materially delaying the issuance of the FCC Consent.

ARTICLE 2: SELLERS’ REPRESENTATIONS AND WARRANTIES

Sellers make the following representations and warranties to Buyer:

2.1 Organizations. All Sellers are duly organized, validly existing and in good standing under the laws of the State of Missouri. Sellers have the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be made by any of the

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

2.2 Authorization. The execution, delivery and performance of this Agreement and the Sellers Ancillary Agreements by Sellers have been duly authorized and approved by all necessary action of the Sellers and do not require any further authorization or consent of Sellers.

2.3 No conflicts. Except for the FCC Consent and consents to assign certain of the Assumed Contracts, the execution, delivery and performance by Sellers of this Agreement and the Sellers Ancillary Agreements and the consummation by Sellers of any of the transactions contemplated hereby do not conflict with any organizational documents of Sellers or any other contract or agreement to which any of the Sellers is a party or by which it is bound, or any law, judgment, order or decree to which any of the Sellers is subject, or require the consent or approval of, or a filing by any of the Sellers with, any governmental or regulatory authority or any third party.

2.4 FCC Licenses. BDJ and 920 AM (each a “**Seller Licensee**”, and together, the “**Seller Licensees**”), are the holders of the FCC Licenses described on **Schedule 1.1 (a)**, which are all of the governmental licenses, permits and authorizations required 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. There is not pending, or, to Sellers’ knowledge (defined below), threatened, any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability). There is not issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against any of the Stations or against either of the Seller Licensees with respect to the Stations that could result in any such action. To Sellers’ knowledge, the Stations (i) are operating in material compliance with the FCC Licenses, the Communications Act of 1934, as amended (the “**Communications Act**”) and the rules, regulations and policies of the FCC; (ii) all material reports and filings required to be filed with the FCC by Seller Licensees with respect to the Stations have been timely filed; and (iii) all such reports and filings are accurate and complete in all material respects. As used in this Agreement, “Sellers’ knowledge” means the actual knowledge of Burt W. Kaufman, Sellers’ sole manager.

2.5 Personal Property. **Schedule 1.1(b)** identifies all items of Tangible Personal Property included in the Station Assets. Sellers have good title to or a valid leasehold or license interest in such Tangible Personal Property, free and clear of Liens. To Seller’s knowledge, all items of Tangible Personal Property are in operating condition. Notwithstanding the foregoing, this is a sale of used broadcast equipment “AS IS, WHERE IS” and none of the Sellers are warranting the continued operation of said equipment after the Closing Date. Sellers have informed Buyer, and Buyer has acknowledged, that Buyer is to rely solely on its own due diligence and engineering report(s) with respect to the equipment’s state of repair.

2.6 Cole Street Tower Site. Sellers have provided Buyer with a true and accurate copy of that certain Lease Agreement between RPV, as lessee, and 900 North Tucker Building, LLC (“**Lessor**”), as successor lessor to Sinclair Communications, LLC, dated January 9, 2012, and amended by that First Amendment dated March 10, 2016, Second Amendment, dated February 1, 2017, Third Amendment, dated February 22, 2020, and Fourth Amendment, dated November 17, 2021 (the “**Cole Street Tower Lease**”) relating to the use of the broadcast tower located at 1215 Cole Street, St. Louis, Missouri (the

“Cole Street Tower Site”), for the transmitting facilities of KXEN and K264CY. The Cole Street Tower Lease is in full force and effect. Seller and, to Sellers’ knowledge, Lessor, are each in full compliance with their respective obligations under the Cole Street Tower Lease. Seller has obtained Lessor’s consent to RPV and Buyer, at the Closing, entering into a Sublease in the form of **Exhibit D**, pursuant to which RPV will sublease the Cole Street Tower Site to Buyer for the remainder of the term of the Cole Street Tower Lease.

2.7 Intangible Property. To Sellers’ knowledge, one or more of the Sellers have sufficient right, title and interest in and to all of the Intangible Property identified in **Schedule 1.1 (e)** and all other intangible property necessary to the Stations’ operations are presently conducted. Within the past three years, Sellers have 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 Sellers’ knowledge, there is no basis for any such claim of conflict). No intangible Property is the subject of any pending, or, to Sellers’ knowledge, threatened legal proceedings claiming infringement or unauthorized use by Sellers.

2.8 Environmental. To Sellers’ knowledge, no hazardous or toxic substance or waste regulated under any applicable environmental, health or safety law has been generated, stored, transported or released on, in, from or to the Cole Street Tower Site, other than commercially available solvents and cleaning supplies. To Sellers’ knowledge, Sellers have complied in all material respects with all environmental, health and safety laws, regulations and ordinances applicable to the Stations.

2.9 Insurance. One or more of the Sellers maintain insurance policies with respect to the Stations and the Station Assets in commercially reasonable amounts and will maintain such policies until the Closing Date.

2.10 Compliance with Law. Except as set forth on **Schedule 2** hereto, and except as would not likely have a material adverse effect on Buyer, the Station Assets, or the transactions contemplated by this Agreement, Sellers have complied with all laws, rules and regulations, including without limitation all FCC and Federal Aviation Administration rules and regulations applicable to the operation of the Stations, and all decrees and orders of any court or governmental authority which are applicable to the operation of the Stations. To Sellers’ knowledge, there are no governmental claims or investigations pending or threatened against Sellers in respect of the Stations except those affecting the broadcast industry generally.

2.11 Litigation. There is no action, suit or proceeding pending or, to Sellers’ knowledge, threatened against any Sellers in respect of the Stations that will subject Buyer to liability or which will affect Sellers’ ability to perform their respective obligations under this Agreement. Sellers are not operating under or subject to any order, writ, injunction or decree relating to the Stations or the Station Assets of any court or governmental authority which would have a material adverse effect on the condition of the Stations or any of the Station Assets or on the ability of Sellers to enter into this Agreement or consummate the transactions contemplated hereby, other than those of general applicability.

2.12 No Undisclosed Liabilities. There are no liabilities or obligations of Sellers with respect to the Stations, including Sellers’ employees, that will be binding upon Buyer after the Closing.

2.13 Station Assets. The Station Assets include all assets that are owned or leased by Sellers and used in the operation of the Stations in all material respects as currently operated, except for the Excluded Assets.

2.15 No Other Representations or Warranties. Buyer agrees that neither Sellers nor any of their representatives have made and shall not be deemed to have made, nor has Buyer or any of its representatives relied on, any representation, warranty, covenant or agreement, express or implied, or any statement or information, with respect to Sellers, their business, the Stations or the Station Assets, other than those representations, warranties, covenants and agreements explicitly set forth in Article 2. Buyer further acknowledges and agrees that (a) it has made its own investigation into the Stations and the Station Assets, and based thereon has formed an independent judgment concerning same, and (b) Sellers have made available such information about the Stations and the Station Assets as Buyer has reasonably requested.

ARTICLE 3: BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Sellers:

3.1 Organization. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the "**Buyer Ancillary Agreements**") and to consummate the transactions contemplated hereby.

3.2 Authorization. The execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by all necessary action of the Buyer and do not require any further authorization or consent of Buyer.

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

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

3.5 Qualifications. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Stations under the Communications Act and the rules, regulations and policies of the FCC. 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, or that would reasonably be expected to delay the FCC's processing of the FCC Applications because of Buyer's qualifications. No waiver of or exemption from any existing FCC rule or policy on the part of Buyer is necessary for the FCC Consent to be obtained.

3.6 Financing. Buyer has on hand (or from committed funds) financial resources sufficient to consummate the transactions contemplated by this Agreement and to operate the Stations after the Closing Date.

3.7 No Other Representations or Warranties. Seller agrees that neither Buyer nor any of its representatives have made and shall not be deemed to have made, nor have Sellers or any of their representatives relied on, any representation, warranty, covenant or agreement, express or implied, or any statement or information, with respect to Buyers, their business, the Stations or the Station Assets, other than those representations, warranties, covenants and agreements explicitly set forth in Article 3.

ARTICLE 4: ADDITIONAL SELLERS' COVENANTS

Between the date hereof and Closing, Sellers shall:

- (a) operate the Stations in the ordinary course of business and in all material respects in accordance with FCC rules and regulations and with all other applicable laws, regulations, rules and orders;
- (b) not adversely modify (without Buyer's prior consent), and in all material respects maintain in full force and effect, the FCC Licenses;
- (c) without Buyer's prior consent, not sell, lease or dispose of or agree to sell, lease or dispose of any of the Station Assets unless replaced with similar items of substantially equal or greater value and utility, or create, assume or permit to exist any Liens upon the Station Assets, and not dissolve, liquidate, merge or consolidate with any other entity;
- (d) maintain the Tangible Personal Property in the ordinary course of business;
- (e) upon reasonable notice, give Buyer and its representatives reasonable access during normal business hours to the Station Assets, provided that such access rights shall not be exercised in a manner that interferes with the operation of the Stations; and
- (f) not enter into new contracts that will be binding upon Buyer after Closing, unless Buyer provides prior written consent.

ARTICLE 5: JOINT COVENANTS

Buyer and Sellers hereby covenant and agree as follows:

5.1 Confidentiality. Subject to the requirements of applicable law and the FCC Application, 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 (including without limitation all financial information provided by Sellers to Buyer) shall be kept confidential, shall not be used except in connection with this transaction, and shall not be disclosed to any other person or entity, except the parties' representatives and lenders for the purpose of consummating the transactions contemplated by the Agreement.

5.2 Announcements. 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 the

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 Applications and thereby become public.

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

5.4 Risk of Loss.

(a) Sellers shall bear the risk of any loss of or damage to Tangible Personal Property at all times until the Closing Date, and Buyer shall bear the risk of any such loss or damage thereafter.

(b) If prior to the Closing Date any item of Tangible Personal Property is damaged or destroyed, then Sellers shall use commercially reasonable efforts to replace or repair such item in the ordinary course of business substantially to its condition prior to any such damage or destruction (unless such damage or destruction is caused by Buyer or its agents or invitees, in which case Sellers shall not be responsible to repair or replace the damaged or destroyed item(s)). If such loss or damage is not restored, replaced or repaired by the Closing Date, Buyer shall, at its option, either:

(i) proceed with the Closing and receive all insurance proceeds to which Sellers would be entitled as a result of such loss or damage; or

(ii) proceed with the Closing (with Sellers' representations and warranties deemed modified to take into account any such condition) and Sellers shall promptly repair or replace such item in all material respects after Closing (and Buyer will provide Sellers access and any other reasonable non-monetary assistance requested by Sellers with respect to such obligation), except that if such damage or destruction materially disrupts any of the Stations' operations, then Buyer may postpone Closing until the date ten (10) business days after operations are restored in all material respects, subject to Section 10.1.

(c) Subject to the terms of Section 5.7 below, which contemplates a temporary, FCC-authorized reduction in operating power for Station WGNU, if prior to Closing, any of the Stations is off the air or operating at a power level less than the FCC-authorized level (a "**Broadcast Interruption**"), then Sellers shall use commercially reasonable efforts to return the Station to the air and/or restore the authorized power as promptly as possible in the ordinary course of business. Notwithstanding anything herein to the contrary, if prior to Closing there is a Broadcast Interruption in excess of 24 hours that causes a reduction in a Station's coverage area of 50% or more, then Buyer may postpone Closing until the date ten (10) business days after the Station returns to the air and prior coverage is restored in all material respects, subject to Section 10.1.

5.5 Employees. Sellers have provided to Buyer a list of employees of the Stations ("**Station Employees**"). Buyer may, but is not obligated to, offer post-Closing Date employment to any of the Station Employees on terms and conditions established by Buyer. Within thirty (30) days of the date that this Agreement is signed, Buyer shall notify Sellers in writing which Station Employees it wishes to hire. For the purposes hereof, all Station Employees who accept Buyer's offer of employment are

hereinafter referred to collectively as, "Transferred Employees". Buyer shall not assume any liabilities of Sellers for unpaid, accrued vacation, sick leave and personal days of Transferred Employees prior to the Closing Date.

5.6 Actions. After Closing, if reasonably requested by Sellers, Buyer shall cooperate with Sellers in the investigation, defense or prosecution of any action which is pending or threatened against Sellers or its affiliates with respect to the Stations, whether or not any party has notified the other of a claim for indemnification with respect to such matter; provided, however, that Sellers shall reimburse Buyer for the out of pocket costs (including reasonable attorneys' fees), if any, reasonably incurred by Buyer to comply with this Section.

5.7 WGNU Transmitting Facilities. The parties understand that the real estate parcel that serves as the FCC-authorized tower site for WGNU is to be sold and developed for non-broadcast use, and that the sale is likely to take place prior to Closing. Accordingly, Sellers and Buyer have agreed that as soon as Sellers are informed that the WGNU tower site must be vacated due to the preparation of the site (removal of towers) in connection with the sale of the parcel, 920 AM will apply to the FCC for special temporary authority to (i) relocate the WGNU transmitting facilities to a temporary tower site, and (ii) operate WGNU at the temporary site with reduced power.

5.8 KXEN and K264CY Transmitting Facilities. At Closing, Seller and Buyer will enter into a Sublease Agreement in the form of **Exhibit D** hereto, providing for Buyer's use of the Cole Street Tower Site for the transmitting facilities of KXEN and K264CY.

ARTICLE 6: SELLERS' CLOSING CONDITIONS

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

6.1 Representations and Covenants.

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

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

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

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

6.3 FCC Authorization. The FCC Consents shall have been obtained.

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

ARTICLE 7: BUYER'S CLOSING CONDITIONS

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

7.1 Representations and Covenants.

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

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

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

7.2 Proceedings. Neither any of the Sellers 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 Authorizations. The FCC Consent shall have been obtained.

7.4 Deliveries. Sellers shall have complied with their obligations set forth in Section 8.1.

ARTICLE 8: CLOSING DELIVERIES

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

(a) the executed certificate described in Section 7.1(c);

(b) executed Assignments of FCC authorizations assigning the FCC Licenses from Sellers to Buyers;

(c) executed Assignment and Assumption of Intangible Assets assigning the Intangible Assets from one or more of the Sellers to Buyer;

(d) executed Bill(s) of sale conveying the Tangible Personal Property from one or more of the Sellers to Buyer;

(e) the executed Sublease for the Cole Street Tower Site;

(f) the executed Security Agreement; and

(g) any other instruments of conveyance, assignment and transfer or other documents that may be reasonably necessary to convey, transfer and assign the Station Assets from Sellers to Buyer, free and clear of any Liens.

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

- (a) the executed Note;
- (b) the executed Personal Guarantee;
- (c) the executed Security Agreement;
- (d) the executed certificate described in Section 6.1(c);
- (e) executed Assignment and Assumptions of Intangible Assets assuming the Intangible Assets from Sellers to Buyer;
- (f) the executed Sublease for the Cole Street Tower Site; and
- (g) any other instruments of assumption or other documents that may be reasonably necessary to convey, transfer and assign the Station Assets from Sellers to Buyer.

ARTICLE 9: SURVIVAL; INDEMNIFICATION

9.1 Survival. The representations and warranties in this Agreement shall survive Closing for a period of nine (9) months from the Closing Date whereupon they shall expire and be of no further force or effect, except (i) those under Section 2.4, which shall survive Closing for a period of twelve (12) months from the Closing date, and those under Section 2.1 (Organization), Section 2.2 (Authorization), Section 2.8 (Environmental), Section 3.1 (Organization) and Section 3.2 (Authorization) (collectively, the “**Fundamental Representations**”), all of which shall survive until the expiration of any applicable statute of limitations, 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 the Closing until performed.

9.2 Indemnification.

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

- (i) any breach by Sellers or their representatives and warranties made under this Agreement;
- (ii) any default by Sellers of any covenant or agreement made under this Agreement;
- (iii) the Retained Obligations; or
- (iv) the business or operation of the Stations before the Closing.

(b) Notwithstanding the foregoing or anything else herein to the contrary, after Closing, Sellers shall have no liability to Buyer under Section 9.2(a) until Buyer’s aggregate Damages exceed an amount equal to \$10,000, after which such threshold amount shall be included in, and not excluded from, any calculation of Damages. The aggregate amount of Damages for which Sellers may be liable pursuant to this Article shall not exceed \$50,000.

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

- (i) any breach by Buyer of its representatives and warranties made under this Agreement;
- (ii) any default by Buyer of any covenant or agreement made under this Agreement;
- (iii) *(intentionally blank)*;
- (iv) any claims arising from or relating to Buyer's sale of Air-Time as provided in Article 11 below; or
- (v) the business or operation of the Stations after the Closing.

(d) Notwithstanding the foregoing or anything else herein to the contrary, after Closing, Buyer shall have no liability to Sellers under clause (i) of Section 9(c) until Buyer's aggregate Damages exceed an amount equal to \$10,000, after which such threshold amount shall be included in, and not excluded from, any calculation of Damage. The aggregate amount of Damages for which Buyer may be liable pursuant to this Article shall not exceed \$50,000.

9.3 Procedures.

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

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

(c) Anything herein to the contrary notwithstanding:

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

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

(iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel

concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim; and

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

ARTICLE 10: TERMINATION AND REMEDIES

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

- (a) by mutual written consent of Buyer and Sellers;
- (b) by written notice of Buyer to Sellers if any of the Sellers breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach is material in the context of the transactions contemplated hereby and is not cured within the Cure Period (defined below);
- (c) by written notice of any of the Sellers to Buyer if Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period; or
- (d) by written notice of any of the Sellers to Buyer, or Buyer to any of the Sellers, as long as such party is not in breach of any of its representations, warranties or covenants hereunder, in the event the FCC Consent has not been granted within nine (9) months of the FCC-issued public notice of the FCC Applications.

10.2 Cure Period. Cure Period. Each party shall give the other party prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "Cure Period" as used herein shall mean a period commencing on the date Buyer or Sellers receive from the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty (20) calendar days thereafter or (ii) the Closing Date; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date.

10.3 Survival. The termination of this Agreement shall not relieve any party of any liability for any breach or default under this Agreement prior to the date of termination.

10.4 Specific Performance. In the event of failure by Sellers to comply with the terms of this Agreement, Buyer shall be entitled to an injunction restraining such failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement.

10.5 Liquidated Damages. If Seller terminates this Agreement pursuant to Section 10.1(c), then the Down Payment shall be deemed liquidated damages and retained by Sellers as the sole remedy

for a breach by Buyer of this Agreement. The parties acknowledge and agree that the Down Payment 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 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: SALE OF AIR-TIME

920 AM and Buyer will enter into a Time Brokerage Agreement in the form of **Exhibit E** hereto, pursuant to which 920 AM will grant Buyer the right to sell broadcast time ("**Air-Time**") on WGNU with full authority to sell for Buyer's own account and retain all revenues from the Air-Time that is sold by Buyer and broadcast on WGNU.

ARTICLE 12: MISCELLANEOUS

12.1 Expenses. Each party shall be solely responsible for their filing fees applicable to the request for the FCC Consent, and any costs, expenses and legal fees incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. The filing fees applicable to the request for the FCC Consent shall be paid one half by Buyer and one half by Sellers. All governmental taxes, fees and charges applicable to the transfer of the Station Assets under this Agreement, if any, shall be paid one half by Buyer and one half by Sellers.

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

12.3 Assignment. Neither Sellers nor Buyer may assign all or part of this Agreement without the prior written consent of the other parties hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

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

If to Sellers: Burt W. Kaufman, Manager
12 Rolling Rock Lane
St. Louis, MO 63124

With copies to: Shelley Sadowsky, Esq.
(which shall not constitute notice) Shelley Sadowsky, LLC
5938 Dorchester Way
North Bethesda, MD 20852

and

Peter Kerth, Esq.
Jenkins & Kling, PC
150 N. Meramec, Suite 400
Clayton, MO 63105

If to Buyer:

East Central Broadcasting, LLC
Attn: Louis B. "Buzz" Eckelkamp, III
200 West Main Street
Washington, MO 63090

With a copy to
(which shall not constitute notice)

Aaron P. Shainis, Esq.
Shainis & Peltzman, Chartered
1850 M Street NW, Suite 240
Washington, DC 20036

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

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

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

12.8 Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns. Notwithstanding the foregoing, it is understood and agreed that in the event that Burt W. Kaufman, Manager of each of the Sellers, is unable to execute this Agreement, the Sellers' Ancillary Agreements or any other document to be executed on behalf of Sellers in connection with the transactions contemplated by this Agreement, whether due to illness, disability or other reason, Anne Kaufman shall have the authority to execute such documents on behalf of Burt W. Kaufman, Manager.

12.9 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Missouri without giving effect to the choice of law provisions thereof. Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement shall be brought in the state or federal courts located in St. Louis County, Missouri. 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.

12.10 Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

Remainder of page intentionally left blank. Next page is signature page.

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

SELLERS:

BDJ RADIO ENTERPRISES, LLC

By: Burt W. Kaufman
Burt W. Kaufman, Manager

BUYER:

EAST CENTRAL BROADCASTING, LLC

By: _____
Louis B. "Buzz" Eckelkamp, III

920 AM, LLC

By: Burt W. Kaufman
Burt W. Kaufman, Manager

RADIO PROPERTY VENTURES, LLC

By: Burt W. Kaufman
Burt W. Kaufman, Manager

What's wGNU, LLC

By: Burt W. Kaufman
Burt W. Kaufman, Manager

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

SELLERS:

BDJ RADIO ENTERPRISES, LLC

By: _____
Burt W. Kaufman, Manager

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By: _____
Burt W. Kaufman, Manager

RADIO PROPERTY VENTURES, LLC

By: _____
Burt W. Kaufman, Manager

What's wGNU, LLC

By: _____
Burt W. Kaufman, Manager

BUYER:

EAST CENTRAL BROADCASTING, LLC

By: 
Louis B. "Buzz" Eckelkamp, III
Managing Member

**SCHEDULES AND EXHIBITS
TO
ASSET PURCHASE AGREEMENT**

SCHEDULES

Schedule 1.1(a) – FCC Licenses

Schedule 1.1(b) – Tangible Personal Property

Schedule 1.1(e) – Intangible Property

Schedule 1.4(b) – Wire Transfer Instructions

Schedule 2 – Governmental Compliance

EXHIBITS

- A. Form of Promissory Note
- B. Form of Personal Guaranty
- C. Form of Security Agreement
- D. Form of Sublease for Cole Street Tower Site
- E. Form of Time Brokerage Agreement