

## **STOCK INTEREST PURCHASE AGREEMENT**

**THIS STOCK INTEREST PURCHASE AGREEMENT** (the “Agreement”) is entered into effective as of this 17th day of March, 2023 (the “Effective Date”) by and between **NICHOLAS T. DARR and SHEILA M. DARR** (collectively “Buyer”) and **SAMUEL M. STEMM** (the “Seller”) relating to **METROPLEX COMMUNICATIONS, INCORPORATED**, (the “Company”), an Illinois corporation.

### **RECITALS**

**WHEREAS**, the Articles of Organization of the Company (“Articles”) legally creating the Company were filed with the Secretary of State of the State of Illinois on 8/6/1984 and the Articles were approved and the filing thereof ratified;

**WHEREAS**, Company is the owner and operator of the AM and FM Translator Stations listed below, pursuant to certain licenses issued by the Federal Communications Commission (the “FCC”) (each a “Station” and collectively the “Station”):

<b>Call Sign</b>	<b>Facility ID</b>	<b>Community of License</b>	<b>Licensee</b>
WBGZ (AM)	41384	Alton, IL	Metroplex Communications, Inc.
W232CR (FX)	144705	Alton, IL	Metroplex Communications, Inc.
W296DR	200260	Alton, IL	Metroplex Communications, Inc.

**WHEREAS**, Company owns or leases all other assets used in connection with the operation of the Station;

**WHEREAS**, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller all of Seller’s outstanding 83% stock interests in the Company represented by 415,000 shares of common stock; and

**NOW, THEREFORE**, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree to the following terms and conditions:

### **ARTICLE 1: SALE AND PURCHASE**

1.1 **Purchased Interests.** Seller shall, subject to the terms and conditions of this Agreement, sell and deliver to Buyer all of its outstanding Stock Interests in the Company, free and clear of all known liens, claims, restrictions, actions, liabilities, pledges and encumbrances of

any kind, character and description whatsoever (the “Purchased Stock Interests”. Purchaser hereby accepts all right, title and interest in the Purchased Stock Interests, which represent 83% of the total stock interests of the Company, which owns the following assets:

**(a) Licenses and FCC Authorizations.** All licenses, authorizations, permits, construction permits, and all pending applications for FCC licenses, permits, and authorizations applied or issued with respect to the Station by the FCC (the “FCC Authorizations”), by the Federal Aviation Administration (“FAA”) and by any other federal, state or local governmental authorities in connection with the conduct of the business and operation of the Station, including those listed on Schedule 1.1(a) attached hereto.

**(b) Tangible Personal Property.** The tangible personal property listed and described on Schedule 1.1(b) attached hereto, and any additions and improvements thereto between the Effective Date and the Closing Date (collectively, the “Tangible Personal Property”).

**(c) Real Property.** All right, title and interest of Seller in the real estate for the Station’s studio and transmission facilities as listed and described on Schedule 1.1(c), including the owned transmitter site and all studio leases, and all of Seller’s rights thereto (the “Real Property”).

**(d) Contracts.** (i) the contracts, agreements and leases listed on Schedule 1.1(d) and (ii) all other contracts, agreements and leases approved by Buyer which are entered into between the date hereof and the Closing Date (collectively, the “Assumed Contracts”).

**(e) Intangible Property.** All rights to the Station’ call letters and in any trademarks, trade names, service marks, patents, patent applications, internet domain names and associated websites, copyrights, programs and programming material (including program rights), jingles, slogans, logos, and other intangible property owned or leased by Seller and used or useful in the operation of the Station, including those listed on Schedule 1.1(e), and all goodwill associated with the foregoing (collectively, the “Intangible Property”).

**(f) Files and Records.** The Station’ public inspection file, filings with the FCC relating to the Station, and such other technical information, engineering data, books and records that relate to the Station being conveyed hereunder; all sales and promotional literature, manuals and data, sales and purchase correspondence, advertiser lists, lists of present and former suppliers, and lists of present and former customers that relate to the Station.

**(g) Claims.** Any and all claims and rights against third parties if and to the extent relating to Purchased Assets, including all rights under manufacturers’ and vendors’ warranties.

**(h) Prepaid Items.** All deposits, reserves and prepaid expenses relating to the Purchased Assets and prepaid taxes relating to the Purchased Assets, pro-rated as of Closing.

**1.2 Liabilities.** The Purchased Stock Interests shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements, equipment leases, and other liens, liabilities and encumbrances of every kind and

nature (“Liens”), other than for taxes not yet due and payable, Liens that will be discharged prior to Closing and Buyer’s obligations to perform on and after the Closing Date the obligations arising under the Assumed Contracts (“Permitted Liens”). Buyer shall not assume any other obligations or liabilities including: N/A (collectively, the “Retained Liabilities”).

**1.3 Intentionally Omitted.**

**1.4 Purchase Price.**

(a) **Purchase Price.** The purchase price to be paid for the Purchased Stock Interests will be Three Hundred Thousand Dollars (\$300,000.00) (the “Purchase Price”), subject to the adjustments described below. Buyer shall pay the Purchase Price to Seller as detailed in section (b) below, at Closing.

(b) **Payment of Purchase Price.** Buyer shall pay to Seller \$300,000.00, plus or minus adjustments, in immediately available funds at Closing.

**1.5 Allocation of Purchase Price.** Buyer and Seller shall negotiate in good faith an allocation of the Purchase Price to the assets acquired hereunder in a manner which complies with Section 1060 of the Internal Revenue Code of 1986, as amended to the date hereof (the “Code”), prior to Closing.

**ARTICLE 2: FCC CONSENT; CLOSING**

**2.1 FCC Consent; Transfer of Control Application.** Buyer and Seller shall prepare, execute, file, and prosecute an application to the FCC (the “Transfer of Control Application”) requesting the FCC’s consent (the “FCC Consent”) to the transfer of control from Seller to Buyer of Company and its FCC Authorizations pertaining to the Station. The Transfer of Control Application shall be filed not later than ten (10) calendar days after the Effective Date. Buyer and Seller shall take all reasonable steps to cooperate with each other and with the FCC to secure such FCC Consent without undue delay and to promptly consummate the transaction contemplated in this Agreement. Buyer shall pay the FCC filing fees due in connection with the Transfer of Control Application, one-half of which fees shall be credited against the Purchase Price at the Closing. Each party shall be responsible for all of its other costs with respect to the preparation, filing and prosecution of the Transfer of Control Application. Buyer and Seller shall promptly notify each other of, and provide copies of, all documents filed with or received from the FCC or any other governmental agency with respect to this Agreement, the Transfer of Control Application or the transaction contemplated hereby. If Buyer or Seller becomes aware of any fact which would prevent or delay the FCC Consent, it shall promptly notify the other Party. For purposes of this Agreement, the date of the FCC Consent shall be the date identified on an FCC order, consent to transfer (FCC Form 732) or other document granting the Transfer of Control Application to permit Buyer to control the Licensee holding the FCC Authorizations. If no date is included on the face of the FCC order, FCC Form 732 or other document granting the Transfer of Control Application, then the FCC Consent date (“Initial Consent”) shall be the date the FCC

publicly releases an authorization granting Buyer authority to control the Licensee holding the FCC Authorizations.

2.2 **Closing Date; Closing Place.** The closing (the “Closing”) of the transaction contemplated in this Agreement shall occur on a date (the “Closing Date”) that is no more than thirty (30) calendar days following the date (x) on which the Initial Consent shall have become a non-appealable “Final Order” as that term is defined below, and (y) the other conditions to the Closing set forth in Articles 7 and 8 hereof shall have either been waived or satisfied, whichever is later; and Seller and Buyer agree to cooperate to the extent necessary to obtain the FCC's extension of the effectiveness of the Initial Consent as may be required. The Closing shall be held by exchange of documents via email, or as Seller and Buyer may agree. For purposes of this Agreement, the term “Final Order” means action by the FCC consenting to an application which is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing or appeal is pending, and as to which the time for filing any such request, petition or appeal or reconsideration by the FCC on its own motion has expired.

### **ARTICLE 3: REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller makes the following representations and warranties to Buyer:

3.1 **Authorization.** The Seller represents and warrants to and covenants to the Buyer as of the Effective Date that the Seller is the sole owner of the Purchased Stock Interests. The Seller is selling and transferring the Purchased Stock Interests free and clear of all known liens, security interests, restrictions, charges, encumbrances, claims, liabilities, and rights. The Purchased Stock Interests are duly authorized and validly issued, fully paid, and non-assessable. The Buyer will acquire good, valid and indefeasible title to the Purchased Stock Interests free and clear of any known interest, security interest, claims, liens, pledges, option, penalties, charges, and other encumbrances. This Agreement has been duly executed and delivered by the Seller and is the legal, valid and binding obligations of the Seller, enforceable against Seller in accordance with its respective terms. Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Illinois and as of the Closing Date will be qualified to do business in any other jurisdiction where such qualification is required by law.

3.2 **No Defaults.** The execution, delivery, and performance of this Agreement by Seller will not (i) constitute a violation of, or conflict with, any organizational documents of Company, (ii) result in a default (or give rise to any right of termination, cancellation, or acceleration) under, or conflict with, any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, agreement, lease, or other instrument or obligation relating to the business of the Station and to which Company may be subject, (iii) violate any statute, regulation, order, injunction, or decree of any federal, state, or local governmental authority or agency which is applicable to Company, (iv) result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the Purchased Stock Interests, other than permitted liens, or (v) require the consent or approval of any governmental authority, lending

institution, or other third party other than the FCC Consent, except as otherwise noted in Schedule 3.8 hereto.

3.3 **Tangible Personal Property.** Schedule 1.1(b) hereto contains a list of the material Tangible Personal Property owned by Company. Company owns and has, and will have on the Closing Date, good and marketable title to the Tangible Personal Property.

3.4 **Real Property.** Company holds fee simple ownership interests and leasehold interests in various real property used in the operation of the Station. The owned Real Property and Real Property Leases set forth on Schedule 1.1(c) are Company's sole interest in real estate used in connection with the operation of the Station in the manner in which they are being operated. To the knowledge of Seller, there is no pending condemnation or similar proceeding affecting the real property which is owned or subject to a Real Property Lease. The present use of the premises (the "Owned Premises") and leased in the Real Property Leases ("Leased Premises") are in compliance with all applicable zoning codes or other laws. All permanent certificates of occupancy and other consents and approvals required to be obtained for use of the Owned Premises and Leased Premises by Seller from any governmental authority, association or board with jurisdiction over the Owned Premises and Leased Premises has been issued and are in full force and effect. The Owned Premises is not encumbered by any mortgage, lien, judgment or other encumbrance other than the then current real property tax obligations.

3.5 **FCC Authorizations and Other Licenses.** Schedule 1.1(a) hereto contains a true and complete list of the FCC Authorizations and all other licenses, permits, construction permits, or other authorizations or waivers from governmental or regulatory authorities that are required for the lawful conduct of the business and operations of the Station in the manner and to the full extent that the Station are presently operated. Schedule 1.1(a) includes a true and complete list of the FCC Authorizations, including both active and pending licenses, construction permits, and other applications for authorizations in connection with the operation of the Station. Except as listed on Schedule 1.1(a), the FCC Authorizations and other licenses are in full force and effect, unimpaired by any act or omission of Company. Company lawfully holds each of the FCC Authorizations and the other licenses, permits, and authorizations listed on Schedule 1.1(a), none of which is subject to any restrictions or conditions that would limit in any material respect the operations of the Station, other than (i) as may be set forth on the faces of such FCC Authorizations and other licenses, or (ii) as may be applicable to substantial segments of the low power television broadcasting industry. To the best of Seller's knowledge and belief, Company is operating the Station in all material respects in compliance with the FCC Authorizations, the Communications Act of 1934, as amended, and all regulations and published policies of the FCC (the "Communications Laws"). The Station have not received complaints that they are causing objectionable interference to any other station and have not waived any interference rights except as set forth in Schedule 3.5. There is not now pending, or threatened, any action by or before the FCC to revoke, cancel, rescind, modify, or refuse to renew any of such FCC Authorizations. Except as set forth in Schedule 3.5, Company has received any notice of, and has no knowledge of, any pending, issued, or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against the Station or Company. All material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Station have been filed, and all such reports and filings are accurate and complete in all material respects. Company maintains a

station record for the Station and such record complies with the Communications Laws in all material respects.

3.6 **Brokers.** There is no broker or finder or other person who would have any valid claim for a commission or a brokerage fee in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding, or action on the part of Seller.

3.7 **Litigation; Compliance with Law.** Seller is not subject to any order, writ, injunction, judgment, arbitration, decision, or decree having a binding effect and affecting the business of the Station or the Purchased Stock Interests or which restrains or enjoins, or purports to restrain or enjoin, or could reasonably be expected to restrain or enjoin, the transaction contemplated hereby, and to Seller's knowledge no such proceeding is pending. There is no material litigation or administrative investigation or proceeding pending by or against, or, to Seller's knowledge, threatened against, Seller which relates to the Station or which could materially and adversely affect any of the Purchased Stock Interests.

3.8 **Approvals and Consents.** Except as described in Schedule 3.8 hereto, the execution, delivery and performance by Seller of this Agreement and the consummation of the transaction contemplated hereby will not require any consent, permit, license or approval of any person, entity or government or regulatory authority other than the FCC Consent.

3.9 **Taxes.** Seller has duly, timely, and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll, and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies, and losses required to be paid. No event has occurred which could impose upon Buyer any liability for any taxes, penalties, or interest due or to become due from Seller from any taxing authority.

3.10 **Absence of Insolvency.** No insolvency proceedings of any character including bankruptcy, receivership, reorganization, composition or arrangements with creditors, voluntary or involuntary, affecting the Seller or any of the Purchased Stock Interests, are pending or, to the best knowledge of Seller, threatened, and Seller has not made any assignment for the benefit of creditors, or taken any action with a view to, or which would constitute the basis for the institution of, any such insolvency proceedings.

3.11 **Accuracy of Representations and Statements.** No representation or warranty made by Seller in this Agreement, and no statement made in any certificate, document, exhibit, or schedule furnished or to be furnished by Seller in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Buyer in the circumstance under which such representation, warranty, or statement was made.

#### **ARTICLE 4: REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer makes the following representations and warranties to Seller:

4.1 **Organization and Standing.** Buyer are individuals and residents of Illinois, and as of the Closing date will be qualified to do business in the State of Illinois and any other jurisdiction where such qualification is required.

4.2 **Authorization.** Buyer has the power and authority to execute and deliver this Agreement, and to consummate the transaction contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly and validly authorized by Buyer, and no other proceedings on the part of Buyer are necessary to authorize the execution and delivery of, or the performance of Buyer's obligations under this Agreement, or to consummate the transaction contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer. This Agreement constitutes the legal, valid, and binding agreement of Buyer enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

4.3 **No Defaults.** The execution, delivery, and performance of this Agreement by Buyer will not (i) conflict with or result in any breach of any provision of the articles of organization, operating agreement, or other similar organizational documents of Buyer, or (ii) result in a default (or give rise to any right of termination, cancellation, or acceleration) under, or conflict with, any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, agreement, lease, or other instrument or obligation relating to Buyer or its business, except for such defaults (or rights of termination, cancellation, or acceleration) or conflicts as to which requisite waivers or consents have been obtained and delivered to Seller, (iii) violate any statute, regulation, order, injunction, or decree of any federal, state, or local governmental authority or agency which is applicable to Buyer, or (iv) require the consent or approval of any governmental authority, lending institution, or other third party other than the FCC Consent.

4.4 **Buyer's Qualification.** Apart from the requirement of obtaining the FCC Consent, Buyer is legally, financially, and technically qualified to acquire, the 83% stock interest of the FCC licensee of the Station and to perform its obligations under this Agreement.

4.5 **Litigation.** Buyer is not subject to any order, writ, injunction, judgment, arbitration, decision, or decree having a binding effect and affecting the business of Buyer or which restrains or enjoins, or purports to restrain or enjoin, or could reasonably be expected to restrain or enjoin, the transaction contemplated hereby, and no such proceeding is pending. There is no material litigation pending by or against, or, to the knowledge of Buyer, or threatened against Buyer, that would prevent or materially impede the consummation by Buyer of the transaction contemplated by this Agreement.

4.6 **Brokers.** There is no broker or finder or other person who would have any valid claim for a commission or a brokerage fee in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding, or action on the part of Buyer.

4.7 **Accuracy of Representations and Statements.** No representation or warranty made by Buyer in this Agreement, and no statement made in any certificate, document, exhibit, or schedule furnished or to be furnished by Buyer in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will

omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Seller in the circumstance under which such representation, warranty, or statement was made.

## **ARTICLE 5: COVENANTS OF SELLER**

The following terms of this Article 5 shall apply from the Effective Date until the completion of the Closing (except as otherwise specified).

5.1 **Station Documents.** The records, files and other documents kept in connection with the Station shall be maintained by Company in the usual and ordinary manner consistent with standard broadcast industry practice. Company shall maintain the FCC Authorizations in accordance with their terms and in compliance in all material respects with all applicable laws, rules and regulations and all applicable FCC regulations and published policies. Company shall maintain the FCC Authorizations in full force and effect and shall take all actions necessary to so maintain them, including but not limited to the timely filing and prosecution of any necessary modification or renewal applications of the FCC Authorizations or other submissions to the FCC.

5.2 **Intentionally Omitted.**

5.3 **FCC Compliance.** Seller shall cause Company to continue to operate and maintain the Station in accordance with the terms of the FCC Authorizations and in compliance with all applicable laws and FCC regulations and published policies. Seller will deliver to Buyer, promptly after filing, copies of any material reports, applications, or responses to the FCC, or any material communications from the FCC, or if from any other person directed to the FCC, promptly after receipt by Seller, related to the Station that are filed or received by Seller between the date of this Agreement and the Closing Date. Seller will not cause Company to file any application with the FCC requesting authority to modify the Station's facilities without Buyer's prior written consent and Seller shall take all actions necessary to (a) keep the FCC Authorizations, including all material permits and applications pending before the FCC, valid and in full force and effect and (b) to preserve all rights for the continued use of all the FCC Authorizations for the Station.

5.4 **Operation of Station in Ordinary Course.** Except disclosed in writing to and approved in writing by Buyer, Seller shall cause Company to operate the Station solely in the ordinary course of business and in accordance with past practice, and shall pay and perform all of the obligations with respect to the Station in the ordinary course as such obligations become due.

5.5 **Insurance.** Seller shall cause Company to maintain in full force and effect through the Closing Date its existing property damage, liability, and other insurance.

5.6 **Disposition of Assets.** Prior to the Closing Date, Seller shall not, without the prior written consent of Buyer, sell, lease, or transfer, or agree to sell, lease, or transfer, any of the Company's Assets.



5.7 **Compliance with Law.** Seller shall cause Company to comply in all material respects with all federal, state, and local laws, rules and regulations in connection with the operation of the Station.

5.8 **Access to Facilities, Files and Records.** At the request of Buyer, Seller shall from time to time give or cause to be given to Buyer full access during normal business hours to the Station and the Purchased Assets, and all accounts, books, insurance policies, licenses, agreements, contracts and equipment with respect to the Station; provided, however, that all such access shall require the express consent of Seller and shall be scheduled in a manner reasonably acceptable to Seller.

5.9 **Representations and Warranties.** Seller shall give detailed written notice to Buyer promptly upon learning of the occurrence of any event that would cause or constitute a breach, or that would have caused a breach had such event occurred or been known to Seller prior to the date hereof, of any of the representations or warranties contained in this Agreement. Seller shall use commercially reasonable efforts to cure any such event. Updates provided in order to comply with the covenant in this Section 5.9 will not have any impact on Buyer's Conditions to Closing or serve to limit Buyer's right to indemnification hereunder.

5.10 **Consummation of Agreement.** Seller shall use all commercially reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to cause the transaction contemplated by this Agreement to be fully carried out.

## **ARTICLE 6: COVENANTS OF BUYER**

Buyer covenants and agrees that from the date hereof until the completion of the Closing:

6.1 **Representations and Warranties.** Buyer shall give detailed written notice to Seller promptly upon learning of the occurrence of any event that would cause or constitute a breach or would have caused a breach had such event occurred or been known to Buyer prior to the date hereof, of any of the representations and warranties of Buyer contained in this Agreement. Buyer shall use commercially reasonable efforts to cure any such event. Updates provided in order to comply with the covenant in this Section 6.1 will not have any impact on Seller's Conditions to Closing or serve to limit Seller's right to indemnification hereunder.

6.2 **Consummation of Agreement.** Buyer shall use all commercially reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to cause the transaction contemplated by this Agreement to be fully carried out.

## **ARTICLE 7: CONDITIONS TO THE OBLIGATIONS OF SELLER**

The obligations of Seller under this Agreement are subject to the fulfillment of the following conditions prior to or on the Closing Date.

7.1 **Representations, Warranties and Covenants.**

(a) Each of the representations and warranties of Buyer contained in this Agreement was true and correct as of the date when made and is deemed to be made again on and as of the Closing Date and is then true and correct.

(b) Buyer shall have performed and complied with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

7.2 **Proceedings.** Neither Seller nor Buyer is subject to any restraining order or injunction (or similar action) and no action is pending which would restrain or prohibit the consummation of the transaction contemplated hereby.

7.3 **FCC Authorizations.** The FCC Consent has been issued by the FCC with no conditions materially adverse to Seller.

7.4 **Deliveries.** Buyer has complied with each and every one of its obligations set forth in Section 9.2.

**ARTICLE 8: CONDITIONS TO THE OBLIGATIONS OF BUYER**

The obligations of Buyer under this Agreement are subject to the fulfillment of the following conditions prior to or on the Closing Date.

8.1 **Representations, Warranties and Covenants.**

(a) Each of the representations and warranties of Seller contained in this Agreement was true and correct as of the date when made and is deemed to be made again on and as of the Closing Date and is then true and correct.

(b) Seller shall have performed and complied with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

8.2 **Proceedings.** Neither Seller, Buyer, the Station nor any of the Purchased Stock Interests or Purchased Assets is subject to any restraining order or injunction (or similar action) and no action is pending which would restrain or prohibit the consummation of the transaction contemplated hereby.

8.3 **FCC Authorizations.** The FCC Consent has been issued by the FCC with no conditions materially adverse to Buyer.

8.4 **Deliveries.** Seller has complied with each and every one of the obligations set forth in Section 9.1.

8.6 **Liens.** No Liens shall exist or have been filed or recorded against the Company

Assets in the public records of the Secretary of State of Seller's state of organization or in any other jurisdiction in which the Company's Assets are located except for those which will be fully discharged on or prior to the Closing Date.

## **ARTICLE 9: ITEMS TO BE DELIVERED AT CLOSING**

9.1 **Deliveries by Seller.** At Closing, Seller shall deliver to Buyer, duly executed by Seller or such other signatory as may be required by the nature of the document:

- (a) An Assignment of Stock Interests from Seller to Buyer;
- (b) A resignation of Seller as officer and director of Company;
- (c) the Required Consents described in Schedule 3.8, if any;
- (d) a certificate of Seller, dated as of the Closing Date, executed by Seller, certifying on behalf of Seller that the closing conditions specified in Sections 8.1(a) and (b) have been satisfied;

9.2 **Deliveries by Buyer.** At the Closing, Buyer shall deliver to Seller, duly executed by Buyer or such other signatory as may be required by the nature of the document:

- (a) a certificate for Buyer, dated as of the Closing Date, executed by Buyer, certifying on behalf of Buyer that the closing conditions specified in Sections 7.1(a) and (b) have been satisfied;
- (b) the payment of the Purchase Price in accordance with Section 1.4;

## **ARTICLE 10: SURVIVAL AND INDEMNITY**

The rights and obligations of Buyer and Seller under this Agreement shall be subject to the following terms and conditions:

10.1 **Survival of Representations and Warranties.** Except as stated below, the representations and warranties of Buyer and Seller contained in this Agreement shall survive the Closing for twelve months (12) from the Closing Date. Except as stated below, neither Seller nor Buyer shall have any liability whatsoever with respect to any representation or warranty unless a claim is made hereunder or an action at law or in equity is commenced prior to expiration of the twelve months (12) survival period for such representation or warranty.

### **10.2 General Agreement to Indemnify.**

(a) Seller on the one hand, and Buyer on the other hand, shall indemnify, defend and hold harmless each other and any employee, representative, agent, director, officer, affiliate or permitted assign of each other (each, an "Indemnified Party") from and against any and all claims, claims, actions, suits, proceedings, liabilities, obligations, losses and damages, amounts

paid in settlement, diminution of value, interest, costs and expenses (including reasonable attorneys' fees, court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) (collectively, "Losses") asserted against, incurred or suffered by any Indemnified Party as a result of, arising out of or relating to: (i) the failure of any representation or warranty of the Indemnifying Party made in the Agreement to have been true and correct when made or as of the Closing Date as though such representation or warranty were made at and as of the Closing Date; or (ii) the breach by the Indemnifying Party of any covenant or agreement of such party contained in this Agreement or any collateral agreement to the extent not waived by the other party hereto. The term "Losses" shall include a Party's actual out-of-pocket costs and expenses, consequential, indirect, special and punitive damages.

(b) Seller further agrees to indemnify and hold harmless Buyer and any other Indemnified Party of Buyer from and against any Losses asserted against, incurred or suffered by Buyer or any other Indemnified Party of Buyer arising out of, resulting from, or relating to (i) the operation of the Station and ownership of the Purchased Assets prior to the Closing, or (ii) any Retained Liability.

(c) Buyer further agrees to indemnify and hold harmless Seller and any other Indemnified Party of Seller from and against any Losses asserted against, incurred or suffered by Seller or any other Indemnified Party of Seller arising out of, resulting from, or relating to the operations of the Station and the Purchased Assets after the Closing.

### **10.3 General Procedures for Indemnification.**

(a) The Indemnified Party seeking indemnification under this Agreement shall promptly notify in writing the Party or Parties against whom indemnification is sought (the "Indemnifying Party") of the assertion and basis of any claim, or the commencement and basis of any action, suit or proceeding by any third party in respect of which indemnity may be sought hereunder (a "Third Party Claim") and will give the Indemnifying Party such information with respect thereto as the Indemnifying Party may reasonably request, but failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (unless the Indemnifying Party has suffered material prejudice by such failure). The Indemnifying Party shall have the right, but not the obligation, exercisable by written notice to the Indemnified Party within thirty (30) days of receipt of notice from the Indemnified Party of the commencement of a Third Party Claim, to assume the defense and control the settlement of such Third Party Claim that involves (and continues to involve) solely money damages; provided, however, that prior to assuming any claim defense, the Indemnifying Party must show the other Party that they have the financial ability to pay out any potential monetary claim before they are allowed to assume its defense. Failure by the Indemnifying Party to so notify the Indemnified Party shall be deemed a waiver by the Indemnifying Party of its right to assume the defense of such claim.

(b) Whether or not the Indemnifying Party chooses to defend or prosecute any Third Party Claim, the Parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

(c) The Indemnifying Party or the Indemnified Party, as the case may be, shall have the right to participate in (but not control), at its own expense, the defense of any Third Party Claim that the other is defending, as provided in this Agreement, provided that the Indemnifying Party shall pay the cost of defense of both parties by separate counsel if a conflict of interest precludes common representation.

(d) The Indemnifying Party, if it has assumed the defense of any Third Party Claim as provided in this Agreement, shall not consent to, or enter into, any compromise or settlement of, or consent to the entry of any judgment arising from, any such Third Party Claim (which compromise, settlement, or judgment: (i) commits the Indemnified Party to take, or to forbear to take, any action; or (ii) does not provide for a complete release by such Third Party of the Indemnified Party) without the Indemnified Party's prior written consent. If the conditions set forth herein are met but the Indemnified Party refused to settle any Third Party Claim, the Indemnifying Party may tender the settlement amount and be relieved of further liability. The Indemnifying Party shall not be entitled to require that any action be brought against any other person before action is brought against it hereunder by the Indemnified Party, but shall be subrogated to any right of action to the extent that it has paid or successfully defended against any Third Party Claim.

**10.4 Limitations.** Neither Party shall be required to indemnify the other Party under Section 10.2(a) unless (i) written notice of a claim under this Article 10 was received by a Party within twelve months (12) following the Closing (except with respect to covenants and agreements which are to be performed following the Closing for which the notice period shall be the applicable statute of limitations), and (ii) the aggregate claim for Losses exceeds \$5,000, after which the claimant shall be entitled to recover only such portion of the Losses that exceed such amount. The Parties acknowledge and agree that the limitations set forth in this Section 10.4 shall not apply to claims against a Party entitled to indemnification under Sections 10.2(b) or (c). The right to indemnification or any other remedy based on representations, warranties, covenants and agreements in this Agreement shall not be affected by any investigation conducted at any time, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement, waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any such covenant or agreements, will not affect the right to indemnification or any other remedy based on such representations, warranties, covenants and agreements.

**10.5 Exclusive Remedy.** The right to indemnification, defense, hold harmless, payment or reimbursement provided in this Article 10 will be the exclusive remedy of any Party with respect to Losses after the Closing with respect to the transaction contemplated by this Agreement (except with respect to willful misconduct and fraud).

## **ARTICLE 11: TERMINATION**

**11.1 Termination.** This Agreement may be terminated at any time prior to Closing:

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

(b) by written notice of Seller to Buyer if Buyer: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by Buyer on or before the Closing Date in any material respect; (ii) breaches in any material respect any of Buyer's representations or warranties; or (iii) defaults in any material respect in the performance of any of Buyer's covenants or agreements under this Agreement; and in any of which events such breach or default is not cured within the Cure Period (as defined below), if applicable;

(c) by written notice of Buyer to Seller if Seller: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by Seller on or before the Closing Date in any material respect; (ii) breaches in any material respect any of Seller's representations or warranties; or (iii) defaults in any material respect in the performance of any of Seller's covenants or agreements under this Agreement; and in any of which events such breach or default is not cured within the Cure Period (as defined below), if applicable;

(d) by Buyer as provided in Section 12.6 (Risk of Loss);

(e) by written notice of Seller to Buyer, or Buyer to Seller: (i) if the Closing has not been consummated within twelve (12) months of the Effective Date of this Agreement; (ii) if, for any reason, the FCC denies or dismisses the Transfer of Control Application and the time for reconsideration or court review under the Communications Act with respect to such denial or dismissal has expired and there is not then pending with respect thereto a timely filed petition for reconsideration or request for review; or (iii) if, for any reason, the Transfer of Control Application is designated for an evidentiary hearing, provided, however, that the right to terminate this Agreement under this clause (f) shall not be available to any Party whose breach of this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date;

**11.2 Cure Period.** The term "Cure Period" as used herein means a period commencing with the date that Buyer or Seller receives from the other Party written notice of breach or default hereunder and continuing until thirty (30) days thereafter; provided, however, that if the breach or default 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. Except as set forth below, the termination of this Agreement shall not relieve any Party of any liability for breach or default under this Agreement prior to the date of termination.

**11.3 Liability; Right to Terminate.** A termination of this Agreement shall not relieve any Party hereto of any liability for which it otherwise would be subject. Notwithstanding anything in this Agreement to the contrary, no Party that is in material breach of this Agreement shall be entitled to terminate this Agreement except with the written consent of the other Party.

## **ARTICLE 12: MISCELLANEOUS**

**12.1 Governing Law.** The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois (exclusive of those relating to conflicts of laws).

(a) **Venue of Buyer.** Any action at law, suit in equity or judicial proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, or any provision hereof, initiated by Buyer against Seller shall be litigated only in the courts of the State of Illinois. Seller hereby consents to the personal and subject matter jurisdiction of such courts and waive any right to transfer or change the venue of any litigation initiated pursuant to the terms of this Section 12.1(a).

(b) **Venue of Seller.** Any action at law, suit in equity or judicial proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, or any provision hereof, initiated by Seller against Buyer shall be litigated only in the courts of the State of Illinois. Buyer hereby consents to the personal and subject matter jurisdiction of such courts and waive any right to transfer or change the venue of any litigation initiated pursuant to the terms of this Section 12.1(b).

12.2 **Expenses; Taxes.** Except as provided in Section 2.1 and in this Section 12.2, each Party hereto shall bear all of its expenses incurred in connection with the transaction contemplated by this Agreement, including accounting, engineering and legal fees incurred in connection herewith. Any state or local sales, use, stamp or transfer taxes and other similar taxes payable in connection with consummation of the transactions contemplated herein shall be paid by the Party against whom such taxes are assessed by the applicable governmental authority.

12.3 **Entire Agreement; Amendment; No Waiver.** This Agreement, including the schedules and exhibits hereto, contain the entire agreement and understanding by and between the Parties, and no other representations, promises, agreements, or understanding, written or oral, not contained herein shall be of any force or effect, the terms of which are superseded and replaced by this Agreement. This Agreement may only be amended in a writing signed by the Parties. No oral agreement shall have any effect. No failure or delay in exercising any right hereunder shall be deemed or construed to be a waiver of such right, either prospectively or in the particular instance. This Agreement has been prepared by all of the Parties hereto, and no inference of ambiguity against the drafter of a document therefore applies against any Party hereto.

12.4 **Confidentiality.** Except for information about the Station, the Purchased Stock Interests acquired by Buyer at Closing and except where such information is known through other lawful sources or where its disclosure is required in accordance with applicable law, including requirements of the FCC pursuant to the Transfer of Control Application, Buyer and Seller shall keep confidential all information obtained by it with respect to the other Party in connection with this Agreement. If the transaction contemplated hereby is not consummated for any reason, Buyer and Seller shall return to each other or destroy, without retaining a copy thereof in any medium whatsoever, any schedules, documents or other written information, including all financial information, obtained from the other in connection with this Agreement and the transaction contemplated hereby.

#### 12.5 **Public Announcements.**

(a) Prior to the Closing Date, no Party shall, without the approval of the other Party hereto, make any press release or other public announcement concerning the transaction contemplated by this Agreement, except (i) to announce that the transaction has been entered

into and (ii) as and to the extent that such Party shall be so obligated by law or the rules of any stock exchange, in which case such Party shall give advance notice to the other Party and the Parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.

(b) Notwithstanding the foregoing, the Parties acknowledge that the rules and regulations of the FCC require that local public notice of the transaction contemplated by this Agreement be made after the Assignment Application has been filed with the FCC and that a copy of this Agreement be included as a material part of the Transfer of Control Application, which will be made available for public inspection at the Station and in the FCC's records. The form and substance of the required public notice, to the extent not dictated by the rules and regulations of the FCC, shall be mutually agreed upon by Seller and Buyer.

#### **12.6 Intentionally Omitted.**

**12.7 Successors and Assigns.** Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective representatives, heirs, successors and assigns. Seller may not assign this Agreement or any part hereof without the prior written consent of Buyer, which shall not be withheld unreasonably, and any attempted assignment without such consent shall be void. Buyer may not assign this Agreement or any part hereof, without the prior written consent of Seller, which shall not be unreasonably withheld, conditioned or delayed. In the event of any assignment of this Agreement, the assignee shall enter into a written agreement accepting joint and several liability for all obligations under this Agreement.

**12.8 Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (a) when personally served, (b) one business day following the day when sent by Federal Express or a similar overnight courier service, expenses prepaid, (c) three business days following the day when sent by postpaid registered or certified mail, or (d) when sent by email (provided that an additional copy is sent within two business days thereafter in accordance with the delivery method set forth in the preceding clauses (a) or (b)), in each case to the parties at the following addresses:

If to **Seller**, then to:

Mr. Samuel M. Stemm  
1901 Fairmount Ave  
Alton, IL 62002  
and to (which shall not constitute notice):

If to **Buyer**, then to:

Nicholas T. Darr & Sheila M. Darr  
26601 Pine Lake Drive  
Godfrey, IL 62035



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

Anthony T. Lepore, Esq.  
Radiotvlaw Associates, LLC  
4101 Albemarle St NW #324  
Washington, DC 20016-2151  
Email: [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

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

12.9 **Further Assurances.** From time to time prior to, on and after the Closing Date, each Party hereto will execute all such instruments and take all such actions as any other party shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose hereof and all transactions contemplated by this Agreement, including the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered on the Closing Date, and any and all actions which may reasonably be necessary to complete the transaction contemplated hereby. The Parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

12.10 **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein, or its application to any particular circumstance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, such provision or such application shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without invalidating the remainder of such provision or any other provisions hereof, or its application in any other circumstance, unless such a construction would be unreasonable, and without invalidating such provision or its application in any other jurisdiction.

12.11 **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the Parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

12.11. **Facsimile; Counterparts.** This Agreement may be executed by facsimile or email transmission and in counterparts, each of which shall constitute an original but together will constitute a single document.

**Balance of this page is left blank intentionally**

**SIGNATURE PAGE TO STOCK INTEREST PURCHASE AGREEMENT**

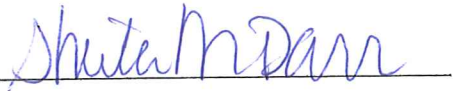
IN WITNESS WHEREOF, the Parties have duly executed this Stock Interest Purchase Agreement as of the date first above written.

**BUYER:**

**NICHOLAS T. DARR**

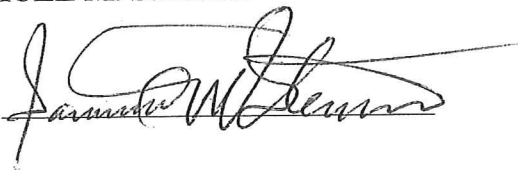
By: 

**SHEILA M. DARR**

By: 

**SELLER:**

**SAMUEL M. STEMM**

By: 

## **SCHEDULES**

- 1.1(a) FCC & Other Governmental Authorizations
- 1.1(b) Tangible Personal Property
- 1.1(c) Real Property Interests
- 1.1(d) Assumed Contracts
- 1.1(e) Intangible Property
- 3.5 FCC Complaints and Inquiries
- 3.6 Liens
- 3.8 Required Consents

**SCHEDULE 1.1(a)**

FCC & Other Governmental Authorizations  
**CURRENT FCC LICENSES AND AUTHORIZATIONS  
AND ASSOCIATED AUXILIARY STATIONS**

**WBGZ (AM)**  
**W296DR (FX)**  
**W232CR (FX)**

**WQTQ450 (STL Link)**

## **SCHEDULE 1.1(b)**

### **Tangible Personal Property**

Item

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400' broadcast tower,

1948 Collins AM transmitter, BE AM1A transmitter, 300 watt BW Broadcast FM transmitter, 600 watt BW Broadcast FM transmitter, 750 watt Ecreso FM Transmitter.

AM Optimod

FM Optimod

FM single bay antenna tuned to 107.1

FM single bay antenna frequency agile

AM skirt antenna

Sine systems remote control

Various Studio equipment

Various Office equipment

**SCHEDULE 1.1(c)**

**Owned Premises**

10.13 Acres located at 4700 Village Drive, Godfrey, IL

Tax Folio # 24-1-01-33-04-401-004

Legal: TR IN E 1/2

**Leased Premises**

Studio Lease with Simmons – currently \$1,956.00 p/m rent

## **SCHEDULE 1.1(d)**

Assumed Contracts

HD-3 TBA Lease with Hubbard Broadcasting

## **SCHEDULE 1.1(e)**

Intangible Property

Call Letters WBGZ, W296DR, W232CR

Station goodwill

URL



## **SCHEDULE 3.5**

FCC Complaints and Inquiries

NONE

## **SCHEDULE 3.6**

Liens

NONE

## **SCHEDULE 3.8**

Required Consents

NONE