

## **ASSET PURCHASE AGREEMENT**

**THIS AGREEMENT** is made and entered into this 22<sup>nd</sup> day of June, 2023, between Jackson County Broadcasting, Inc. ("Purchaser") and Gerald E. Davis dba Piketon Communications and Crystal Communications Corp., an Ohio corporation, (together, the "Seller").

### **RECITALS**

**WHEREAS**, Seller is the owner and licensee of broadcast stations WXZQ, Fac. Id. 15920, Piketon, Ohio, WXIZ, FCC Fac. Id. 14651, WXIC, Fac. ID. 14652, W240DZ, FCC Fac. Id. 202753, Waverly, Ohio (together, the "Station"), and holds substantially all of the assets used or useful in the operation of the Station;

**WHEREAS**, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the Station and all assets used and useful in the operation of the Station on the terms and conditions contained herein; and

**WHEREAS**, the parties recognize that the Station may not be conveyed to Purchaser without the prior consent of the Federal Communications Commission (the "FCC" or "Commission").

### **AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises and conditions herein contained, the parties agree as follows:

1. **Assets.** Seller agrees to sell, transfer, and assign to Purchaser, and Purchaser agrees to buy and receive from Seller, all Assets used and useful in the operation of the Station:

(a) **FCC Licenses:** all licenses, permits, and other authorizations which are issued to the Seller by the FCC with respect to the Station (the "FCC Licenses"), including those described on **Schedule 1(a)**, including any renewals, extensions, or modifications thereof and additions thereto made between the date hereof and the Closing Date;

(b) **Equipment:** all equipment listed in **Schedule 1(b)**, including all equipment currently installed and in use, electrical devices, antennas, cables, motor vehicles, and other tangible personal property of every kind and description owned by the Seller which are used or held for use in the operation of the Station – including any and all equipment redundancies and spare parts located in the Station's studio or office spaces – except any retirements or dispositions thereof made between the date hereof and the Closing Date in the ordinary course of business and consistent with past practices of the Seller or with the written consent of Purchaser (the "Tangible Personal Property");

(c) **Contracts:** the contracts, agreements, and leases that are used or useful in the operation of the Station and/or the operations of the Seller that are listed on **Schedule 1(c)** (collectively, the "Assumed Contracts");

(d) **Station Files:** all of the Seller's rights, to the extent they exist, in and to all the files and documents relating to the operation of the Station, including (if such exist) the Station's local and online public files, blueprints, technical information, engineering data, programming information and studies, marketing and demographic data and sales correspondence but excluding accounts payable, payroll, payroll taxes, and general ledger;

(e) **Pike County Land Parcel 161238000000,** upon which Station; WXIC is located, in fee simple absolute, free and clear of all liens and encumbrances other than Permitted Liens..

(a) **Ross County Land Parcel 131506004000,** upon which Stations; WXIZ and FM Translator W240DZ are located, in fee simple absolute, free and clear of all liens and encumbrances other than Permitted Liens.. This property is subject to a mortgage which will be paid at closing from proceeds.

(b) **Leases:** The assignment of the lease with Scioto Land Company for Pike County Parcel 210732000000 upon which station WXZQ transmitter is located. (the "Leased Premises").

As used herein, (i) the term "Liens" means all liens, pledges, claims, orders, security interests, writs, judgments, restrictions, mortgages (real or personal), tenancies, and other possessory interests, conditional sale or other title retention agreements, assessments, easements, rights of way, covenants, restrictions, rights of first refusal, defects in title, encroachments and other burdens, options or encumbrances of any kind, and (ii) the term "Permitted Liens" means (a) liens for taxes not yet due and payable and (c) such liens, easements, rights of way, building and use restrictions, exceptions, reservations and limitations that do not in any material respect detract from the value of the property subject thereto or impair the use thereof in the ordinary course of the business of the Station.

2. ***Payment of Purchase Price.*** The total price to be paid by Purchaser to Seller shall be SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) (the "Purchase Price"), exclusive of any interest as provided for in this Agreement. Upon execution of this Agreement Purchaser shall deposit \$20,000.00 in escrow, which shall be credited toward the Purchase Price at Closing. The balance of the purchase price shall be paid as follows on the Closing date:

(a) **Closing Payment:** Purchaser shall pay and deliver to the order of Seller the sum of Seven Hundred Thirty Thousand Dollars (\$730,000) by wire transfer at Closing;

3. **Allocation.** The Seller will prepare a Schedule of Assets with current Fair Market Values to be used to complete IRS Form 8594. The Schedule of Assets will include equipment,

real estate, lease, building, and three radio towers for review by Buyer. If Seller and Buyer are unable to agree upon the allocation of the Purchase Price, Closing shall nevertheless take place as scheduled and the dispute shall be resolved by a media appraiser mutually acceptable to Seller and Buyer, whose decision shall be final and whose fees and expenses shall be paid one-half by Seller and one-half by Buyer. If the allocation must be determined by a media appraiser, Seller and Buyer agree to cooperate in good faith so that the appraisal may be completed as expeditiously as practicable. ***Seller's Liabilities.*** Buyer shall not assume any of Seller's liabilities, including without limitation any liability under any single or multiemployer "employee pension benefit plan" as defined in ERISA or for taxes, except for liabilities accruing after Closing under the Contracts, the Sales Agreements, and the Trade Agreements subject to the provisions of this Section. Buyer shall be obligated to assume only those Sales Agreements that were entered into in the ordinary course of business at the Station's then-prevailing rates and that have terms extending for no more than thirteen (13) weeks after the Closing Date or that are cancellable on no more than two (2) weeks notice. With respect to Contracts that require the consent of third parties for assignment, but for which the consent of such third parties has not been obtained as of the Closing Date, Buyer shall assume Seller's obligations to be performed under those Contracts only for the period after Closing during which Buyer receives the benefits to which Seller is currently entitled under such Contracts.

4. ***Prorations.***

(a) **Apportionment of Income and Expense.** Seller shall be entitled to all income attributable to and shall be responsible for all expenses arising out of the operation of the Station until 11:59 p.m. on the Closing Date. Buyer shall be entitled to all income attributable to and shall be responsible for all expenses arising out of the operation of the Station after 11:59 p.m. on the Closing Date. All overlapping items of income or expense, including the following, shall be prorated or reimbursed, as the case may be, as of 11:59 p.m. on the Closing Date (the "Prorations"):

- i. Advance payments received from advertisers prior to Closing for services to be rendered in whole or in part after Closing (including any Negative Trade Balance);
- ii. Prepaid expenses and deposits made prior to Closing, as permitted by the terms hereof, for or in connection with goods or services where all or part of such goods or services have not been received or used as of Closing Date (e.g., rents paid in advance for a rental period extending beyond Closing)
- iii. Liabilities customarily accrued, arising from expenses incurred but unpaid as of Closing (e.g., payroll, payroll taxes, and earned vacation time and sick leave of any employees of Seller who enter into Buyer's employ after Closing, rents, sales commissions, and fees for business and professional services);
- iv. Taxes and utility charges related to the Station or in respect of any of the Assets;

- v. Deposits and unearned prepayments received by Seller in connection with any contract, lease, or other agreement assumed by Buyer; and
- vi. All other items normally prorated in the sale of the assets of a business and of a radio broadcast station in particular, including but not limited to FCC regulatory fees.

(b) **Employees.**

i. Seller shall pay all compensation owed to the Station's employees up to and including the Closing Date. Buyer may, after Closing, employ those of Seller's employees as Buyer may elect on terms and conditions determined by Buyer in Buyer's sole discretion. Buyer shall, no later than ten (10) business days after the Closing Date, deliver to Seller a list of those employees who have entered into Buyer's employ. Buyer shall credit each of those employees with his or her accrued vacation time and sick leave through the Closing Date, and shall receive a proration credit equal to the value of the accrued vacation time and sick leave so assumed by Buyer based upon those employees' pay rates as of the Closing Date. Seller shall remain solely responsible for all severance pay, accrued vacation time and sick leave of those of Seller's employees who do not enter into Buyer's employ after Closing.

ii. Seller has, in the conduct of the affairs of the Station, complied in all material respects with all applicable laws, rules and regulations relating to the employment of labor, including those relating to wages, hours, equal employment opportunity, collective bargaining, pension and welfare benefit plans, and the payment of Social Security and similar taxes, and Seller hereby indemnifies Buyer against any arrears of wages or any tax or other penalties or liabilities for failure to comply with any of the foregoing. No employee of the Station is represented by a union or other collective bargaining unit, no application for recognition of a collective bargaining unit is now pending before the National Labor Relations Board with respect to the Station's employees, and, to the best of Seller's knowledge, no concerted effort to unionize any of the Station's employees is currently in progress. Seller has delivered to Buyer an accurate list of all current employees of the Station together with a description of the dates of commencement of their respective employment, their positions and areas of responsibility, compensation history, and current compensation arrangements as of the date of this Agreement.

iii. Seller is not covered by the Worker Readjustment and Notification Act (the "WARN Act") (29 USC §2101). as of the Closing Date.

(c) **Determination and Payment.**

i. *In General.* Prorations shall be made, insofar as feasible, at Closing and shall be paid by way of adjustment to the cash payment due at Closing. As to prorations that cannot be made at Closing, within ninety (90) days after the Closing Date, Buyer shall determine all such Prorations and shall deliver a statement of its determinations to Seller, which statement shall

set forth in reasonable detail the basis for such determinations. Within ten (10) days thereafter, Buyer shall pay to Seller or Seller shall pay to Buyer, as the case may be, the net amount due. If Seller does not concur with Buyer's determinations, the parties shall confer with regard to the matter and an appropriate adjustment and payment shall be made as agreed upon by the parties. If the parties are unable to resolve the matter, it shall be referred to a firm of independent certified public accountants, mutually acceptable to Seller and Buyer, whose decision shall be final, and whose fees and expenses shall be paid one-half by Seller and one-half by Buyer.

- ii. *Property Taxes.* If the amount of any real or personal property tax to be prorated is not known on the Closing Date, such tax shall be apportioned on the basis of the most recent tax assessment. As soon as the new tax rate and valuation can be ascertained, there shall be a reapportionment and adjustment with respect to such tax even though that final proration and adjustment may take place more than ninety (90) days after the Closing Date.

5. **COLLECTION OF ACCOUNTS RECEIVABLE.** At Closing, Seller shall assign to *Buyer* all of the Accounts Receivable for purposes of collection only. Buyer shall use such efforts as are reasonable and in the ordinary course of business to collect the Accounts Receivable for a period of four (4) months following the Closing Date. This obligation, however, shall not extend to the institution of litigation, employment of counsel, or any other extraordinary means of collection. So long as the Accounts Receivable are in Buyer's possession, neither Seller nor Seller's agents shall make any solicitation of them for collection purposes or institute litigation for the collection of any amounts due thereunder. [Within ten (10) business days following the expiration of each month during such four (4) month period, Buyer shall furnish Seller with a list of the Accounts Receivable collected during such month accompanied by a payment equal to the amount of such collections, less any salesperson's, agency and representative commissions applicable thereto that are deducted and paid by Buyer from the proceeds of such collections. Buyer shall also be entitled to retain and deduct from the proceeds a collection fee based upon the following schedule: 10% on accounts up to 30 days old, 15% on accounts up to 60 days old, 20% on accounts up to 90 days old, and 25% on accounts up to 120 days old.] All payments received by Buyer during the four (4) month period following the Closing Date from any person obligated with respect to any the Accounts Receivable shall be applied first to Seller's account and only after full satisfaction thereof to Buyer's account; provided, however, that if during this period any account debtor contests the validity of its obligation with respect to any Account Receivable, then Buyer may return that Account Receivable to Seller after which Seller shall be solely responsible for the collection thereof. Buyer shall not have the right to compromise, settle, or adjust the amounts of any of the Accounts Receivable without Seller's prior written consent. Any of the Accounts Receivable that are not collected within four (4) months after the Closing Date shall be reassigned to Seller after which Buyer shall have no further obligation to Seller with respect to the Accounts Receivable; provided, however, that all funds subsequently received by Buyer (without time limitation) that can be specifically identified, whether by accompanying invoice or otherwise, as a payment on any Account Receivable shall be promptly paid over or forwarded to Seller.

6. **CONDITIONS PRECEDENT.**

(a) **Mutual Conditions.** The obligation of both Seller and Buyer to consummate this Agreement is subject to the satisfaction of each of the following conditions:

i. *Commission Consent.* The Federal Communications Commission ("FCC" or "Commission") shall have granted the Assignment Application, such grant shall have become a Final Order, and such grant shall be in full force and effect on the Closing Date. The Closing shall be completed within 90 days from the date of receipt of the Commission's approval of the Assignment Application, such grant having become a Final Order.

ii. *Absence of Litigation.* As of the Closing Date, no action, suit or proceeding seeking to enjoin, restrain, or prohibit the consummation of the transaction contemplated by this Agreement shall be pending before any court or the Commission or any other governmental body or authority.

(b) **Conditions to Buyer's Obligation.** In addition to the satisfaction of mutual conditions contained in Section 6.A, the obligation of Buyer to consummate this Agreement is subject to the satisfaction of each of the following conditions:

i. *Representations and Warranties.* The representations and warranties of Seller to Buyer shall be true, complete and correct in all material respects as of the Closing Date with the same force and effect as if then made.

ii. *Compliance with Conditions.* All of the terms, conditions, and covenants to be complied with or performed by Seller on or before the Closing Date shall have been duly complied with and performed in all material respects.

iii. *Validity of Station Licenses.* On the Closing Date, Seller shall be the owner and holder the Station Licenses to the extent that such licenses can be owned or held by Seller under the Communications Act of 1934, as amended, and the Station Licenses shall be in unconditional full force and effect, valid for the balance of the current license terms applicable generally to radio stations licensed to communities located in the State of Ohio.

iv. *Certificates of Occupancy.* At or prior to Closing, Seller shall deliver to Buyer such certificates of occupancy, if any, issued by the appropriate governmental authority, as are required to permit Buyer to continue the present use of the Leased Premises after Closing, or an opinion of counsel to Seller stating in substance that no such certificate of occupancy is or will be required for Buyer to continue the present use of the Leased Premises after Closing. No proceedings shall be pending to amend, cancel, or revoke any such certificate(s) of occupancy as of the Closing Date.

v. *Title Insurance.* At Closing, Buyer shall have: (i) the commitment of a title insurance company reasonably satisfactory to Buyer (the "Title Company"), agreeing to issue to Buyer, at standard rates, ALTA 1975 Form lessee's extended coverage title insurance policies (or ALTA Form B-1970 or ALTA 1987 Form owner's policies, as applicable), including

endorsements to the effect that all towers are constructed in compliance with all applicable zoning ordinances, insuring Buyer's interest in the Leased Premises; and (ii) an affidavit or indemnification agreement that shall be sufficient to cause the Title Company to affirmatively insure against the existence of outstanding rights that could form the basis for mechanic's, materialman's or similar liens, unrecorded documents, claims of parties in possession, and judgments, bankruptcies or other charges against any persons whose names are the same as or similar to Seller's name.

- vi. *Lien Search.* At Closing, Buyer shall have prepared a search of UCC financing statements and judgment lien records to its satisfaction. The record searches described in the report shall have taken place no more than fifteen (15) days prior to the Closing Date.
- vii. *Third-Party Consents.* At Closing, Seller shall deliver to Buyer all required third-party consents to Buyer's assumption of the Assumed Contracts such that Buyer will enjoy all the rights and privileges of Seller under the Assumed Contracts subject only to the same obligations as are binding on Seller pursuant to the Assumed Contracts' present terms.
- viii. *Estoppel Certificates.* At Closing, Seller shall deliver to Buyer a certificate from the lessor of the Leased Premises, dated no more than ten (10) days prior to the Closing Date, stating (i) that the lease for such Leased Premises is in full force and effect and has not been amended or modified; (ii) the date to which all rent and other sums due thereunder have been paid; and (iii) that, to the best of lessor's knowledge, Seller is not in default under such lease and no event has occurred that, with notice, the passage of time or both, would constitute a default thereunder by Seller. Seller also shall deliver to Buyer such lessor's consents and mortgagee's estoppel and non-disturbance agreements as Buyer's institutional lender(s) may reasonably request with respect to any collateral assignment or mortgage of the leasehold interests that are being assigned to Buyer pursuant to this Agreement.
- ix. *Condition of Station.* There shall have been no change subsequent to the date of this Agreement in the operation or condition, financial or otherwise, of the Station except for changes in the ordinary course of business or as contemplated by this Agreement, none of which, individually or in the aggregate, shall be materially adverse.
- x. *Closing Documents.* Seller shall deliver to Buyer all of the closing documents specified in Paragraph 7.A, all of which documents shall be dated as of the Closing Date, duly executed, and in a form reasonably acceptable to Buyer.

(c) **Conditions to Seller's Obligation.** In addition to satisfaction of the mutual conditions contained in Section 6.A, the obligation of Seller to consummate this Agreement is subject to satisfaction of each of the following conditions:

- i. *Representations and Warranties.* The representations and warranties of Buyer to Seller shall be true, complete, and correct in all material respects as of the Closing Date with the same force and effect as if then made.
- ii. *Compliance with Conditions.* All of the terms, conditions and covenants to be complied with, or performed by Buyer on or before the Closing Date shall have been duly complied with and performed in all material respects.
- iii. *Payment.* Buyer shall pay Seller the cash due at Closing as provided in Section 2.
- iv. *Closing Documents.* Buyer shall deliver to Seller all the closing documents specified in Paragraph 7.B. all of which documents shall be dated as of the Closing Date, duly executed, and in a form reasonably satisfactory to Seller.

## 7. *Closing*

(a) **Documents to be Delivered by Seller.** At the Closing, Seller will deliver to Purchaser the following, in proper form for recording when appropriate:

- i. *Transfer Documents.* Such bills of sale, assignments, deeds and other good and sufficient instruments of transfer as Purchaser may reasonably request in order to convey and transfer to Purchaser title to the Assets, including:
  - (a) A certificate executed by Seller's President attesting to (i) Seller's compliance with the matters set forth in Paragraphs 6 and 9 and (ii) the total amount of advertising time owed in respect of the Trade Agreements and the Negative Trade Balance, if any.
  - (b) One or more assignments transferring to Buyer all of the interests of Seller in and to the Station Licenses, and all other licenses, permits, and authorizations issued by any federal, state, or local regulatory agencies that are used in or necessary for the lawful operation of the Station.
  - (c) One or more bills of sale conveying to Buyer all of the Station Equipment in a form and usual and customary in the jurisdictions where the Station Equipment is located.
  - (d) One or more assignments (in proper form for recordation with respect to all leases of Leased Premises) assigning to Buyer all of the Contracts, Sales Agreements, and Trade Agreements.
  - (e) One or more assignments conveying to Buyer the Promotional Rights, the Intangible Property, and the Business Records.
- ii. *Other Documents.* Such additional information and materials as Purchaser shall reasonably request.



(b) **Documents to be Delivered by Purchaser.** At the Closing, Purchaser will deliver to Seller:

- i. *Purchase Price.* Evidence of a wire transfer in immediately available funds of the amount specified in **Section 2**, subject to any adjustments;
- ii. *Certificate.* A certificate executed by Buyer's President attesting to Buyer's compliance with the matters set forth in Paragraphs 6 and 10.
- iii. *Agreements.* Such assumption agreements and other instruments and documents as are required to make, confirm, and evidence Buyer's assumption of and obligation to pay, perform, or discharge Seller's obligations under the Assumed, Contracts, Sales Agreements, and Trade Agreements to the extent the same are to be assumed by Buyer pursuant to the terms hereof.
- iv. *Other Documents.* Such additional information and materials as Seller shall reasonably request.

8. ***Federal Communication Commission.*** The occurrence of the Closing is subject to and conditioned upon prior FCC consent (the "FCC Consent") to the assignment of the FCC Licenses to Purchaser.

(a) **FCC Application.** Seller and Purchaser shall file an application with the FCC (the "FCC Application") requesting the FCC Consent within ten (10) business days following the date of execution of this Agreement. Purchaser and Seller shall diligently prosecute the FCC Application, defend the Application against any Petitions to Deny or Informal Objections, and otherwise use their best efforts to obtain the FCC Consent as soon as possible. All costs associated with application shall be borne by the Purchaser.

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

9. ***Representations and Warranties by Seller.*** Seller represents and warrants to Purchaser as follows:

(a) Seller has good, absolute, and marketable title to the Assets, free and clear of all liens, claims, encumbrances, and restrictions of every kind. Seller has the complete and unrestricted right, power, and authority to sell, transfer, and assign the Assets pursuant to this Agreement.

(b) The Company is a duly organized and validly existing Ohio corporation in good standing, with all requisite corporate power to carry on its business as presently conducted. The execution, delivery and performance of this Agreement by Seller has been duly authorized

by all necessary corporate action, and certified copies of those authorizing resolutions shall be delivered to Buyer at Closing. This Agreement has been duly executed and delivered to Buyer and constitutes a legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

(c) There are no outstanding options, contracts, commitments, warranties, agreements, or other rights of any character affecting or relating in any manner to the sale of Assets.

(d) Except as permitted or contemplated in this Agreement, the business and operations of the Station is being conducted in material compliance with the FCC Licenses and with each law, ordinance, regulation, judgment, decree, injunction, rule or order (collectively, "Laws") of the FCC or any other Governmental Entity having jurisdiction over the Seller or the Station. No investigation or review by any Governmental Entity with respect to the Seller or the Station is pending or, to Seller's knowledge, threatened. Without limiting the generality of the foregoing and with respect to the Station, the Station and the operations of the Station comply in all material respects with the Communications Act of 1934, as amended (the "Communications Act"), and all rules, regulations, and written policies of the FCC thereunder. In addition, the Seller has duly and timely filed, or caused to be filed, with the appropriate Governmental Entities all applications, reports, statements, fees, documents, registrations, filings, or submissions with respect to the business or operations of the Station and the ownership thereof, including, without limitation, applications for renewal of authority required to be filed by applicable law. All such filings complied in all material respects with applicable laws when made. There is no action, suit, or proceeding pending or threatened against Seller which could materially adversely affect Seller's ability to perform its obligations hereunder.

(e) None of (i) the execution, delivery and performance of this Agreement by Seller, (ii) the consummation of the transaction contemplated hereby, or (iii) Seller's compliance with the terms and conditions hereof will, with or without the giving of notice or the lapse of time or both, conflict with, breach the terms and conditions of, constitute a default under, or violate Seller's articles of incorporation or by-laws, any judgment, decree, order, agreement, lease or other instrument to which Seller is a party or by which Seller is legally bound, or, to the best of Seller's knowledge, any law, rule, or regulation applicable to Seller or to the operation of the Station.

(f) Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Code. On the Closing Date, Seller will deliver to Buyer an affidavit to that effect, verified as true and sworn to under penalty of perjury by a duly-authorized officer of Seller. The affidavit shall also set forth Seller's name, address, taxpayer identification number, and such additional information as may be required to exempt this transaction from the withholding provisions of Section 1445 of the Code. Buyer shall have the right to furnish copies of the affidavit to the IRS.

(g) At Closing, Seller shall convey to Buyer good and marketable title to all the Assets, free and clear of all mortgages, deeds of trust, liens, pledges, collateral assignments, security interests, leases, easements, covenants, restrictions and encumbrances or other defects of title except (i) the lien of any real estate or personal property taxes that will not become due until after the Closing Date and that will be prorated between Seller and Buyer pursuant to Section 4; (ii) easements and other rights or restrictions of record pertaining to the Leased Premises, none

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of which, individually or in combination with others, detract from the value of or interfere with the use or operation of the Leased Premises for the purposes for which the same are now being used by Seller; (iii) in the case of the Contracts, the benefits thereof may depend upon future performance as required by the Contracts' respective terms; and (iv) as otherwise expressly provided in this Agreement, the Appendices hereto, or in the documents referred to herein or therein. The mortgage encumbering the Ross County real estate shall be satisfied from the closing proceeds.

(h) The Station Licenses are all the Commission authorizations held by Seller with respect to the Station and are all the Commission authorizations used in or necessary for the lawful operation of the Station as presently operated by Seller. The Station Licenses are in unconditional full force and effect and are unimpaired by any acts or omissions of Seller or Seller's officers, directors, shareholders, employees or agents. There are no proceedings, complaints, or investigations pending or, to the best of Seller's knowledge, threatened before or by the Commission relating to the business or operations of the Station. All ownership reports, employment reports, and other documents required to be filed by Seller with the Commission have been filed; such items as are required to be placed in the Station's online public records file have been placed in such file; and all proofs of performance and measurements that are required to be made by Seller with respect to the Station's transmission facilities have been completed and are on file at the Station. All such reports and documents are complete and correct in all material respects.

(i) The assets listed in Schedule 1(b), together with any improvements and additions thereto and replacements thereof less any retirements or other dispositions as permitted by this Agreement between the date hereof and the Closing Date, will, at Closing, be all material tangible personal property used in or necessary for the lawful operation of the Station as presently operated by Seller. The assets listed in Schedule 1(b) except as specifically indicated therein, are in good operating condition and repair (reasonable wear and tear excepted) and are not in need of imminent repair or replacement. The Station's transmitting and studio equipment is operating in accordance with the standards of good engineering practice, the terms and conditions of the Station Licenses and all underlying construction permits, and the rules, regulations, and policies of the Commission, including without limitation all regulations concerning equipment authorization and human exposure to radio frequency radiation.

(j) Except for Sales Agreements and Trade Agreements, the contracts, leases, and agreements listed or described in Schedule 1(c) include all the contracts, leases, and agreements to which Seller is a party or by which any Seller is legally bound that have a material effect on the revenues or operating expenses of the Station. To the best of Seller's knowledge: (i) each Contract is in full force and effect and is unimpaired by any acts or omissions of Seller or Seller's officers, directors, shareholders, employees or agents; (ii) there has not occurred as to any Contract any material default by Seller or any event that, with the lapse of time or otherwise, could become a material default by Seller; and (iii) there has not occurred as to any Contract any material default by any other party thereto or any event that, with the lapse of time or at the election of any person other than Seller, could become a material default by such party. All Contracts (or memoranda thereof) pursuant to which Seller leases the Leased Premises have been duly-recorded in the land records of the jurisdictions where the Leased Premises are located, or will be so recorded prior to Closing. If any Contract requires the consent of any third parties for Seller to assign that Contract to Buyer or to enable Buyer to enjoy the full benefit of that

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Contract after Closing subject only to the Contract's present terms, Seller shall use its best efforts to obtain all such required consents prior to Closing.

(k) As of the date hereof, the real estate and the Leased Premises described at Section 1 above is all the real estate used in or necessary for the lawful operation of the Station as presently operated by Seller. To the best of Seller's knowledge, there are no encroachments upon any Leased Premises by any buildings, structures, or improvements located on adjoining real estate. None of the buildings, structures, or improvements (including without limitation all ground radials, guy wires and guy anchors) constructed on the Leased Premises encroaches upon adjoining real estate, and all such buildings, structures, and improvements are constructed in conformity with all "set back" lines, easements and other restrictions or rights of record, and all applicable building or safety codes and zoning ordinances. Any underground fuel storage tanks located on the Leased Premises comply with all applicable federal, state, and local regulations. There are no pending or, to the best of Seller's knowledge, contemplated condemnation or eminent domain proceedings that may affect the real estate or the Leased Premises. Seller's use and occupancy of the Leased Premises comply in all material respects with all applicable regulations, codes, ordinances, and statutes relating to health and sanitation, environmental protection, occupational safety, and the use of electrical power. To the best of Seller's knowledge, there are no structural defects in the buildings, structures, and improvements located on the real estate and the Leased Premises.

(l) All utilities that are required for the full and complete occupancy and use of the Leased Premises for the purposes for which they are presently being used by Seller, including, without limitation, electricity, water, telephone and similar systems, have been connected to the Leased Premises and are in good working order. Seller has, or by the Closing Date will have, paid all charges for such utilities, including without limitation any "tie-in" charges or connection fees, except for those charges that will not become due until after the Closing Date and that are to be prorated between Seller and Buyer pursuant to Section 4. To the best of Seller's knowledge, no utility lines serving the Station pass over the lands of others except where appropriate easements or licenses have been obtained.

(m) Schedule 9(m) lists all insurance policies held by Seller with respect to the Assets and the Station's business. All of the Assets that are of an insurable character are insured against loss or damage by fire and other risks customarily insured against by entities of established reputation owning similar property and operating businesses comparable to the Station in the radio market served by the Station. The amount, scope, and coverage of such insurance is adequate and reasonable in light of existing conditions.

(n) Seller has, in the conduct of the affairs of the Station, complied with all applicable laws, rules and regulations relating to the employment of labor, including those relating to wages, hours, equal employment opportunity, collective bargaining, pension and welfare benefit plans, and the payment of Social Security and similar taxes, and Seller is not liable for any arrears of wages or any tax penalties for failure to comply with any of the foregoing. No employee of the Station is represented by a union or other collective bargaining unit, no application for recognition of a collective bargaining unit is now pending before the National Labor Relations Board with respect to the Station's employees, and, to the best of Seller's knowledge, no concerted effort to unionize any of the Station's employees is currently in progress. There are no material controversies pending or threatened between Seller and any of the Station's employees, and Seller is not aware of any facts that could reasonably result in any

such controversy. Seller has no retirement, pension, profit-sharing, bonus, severance pay, disability, health, vacation, or other employee benefit plans, practices, agreements, or understandings except as listed or described in Schedule 9(n). Seller has delivered to Buyer an accurate list of all current employees of the Station together with a description of the terms and conditions of their respective employment as of the date of this Agreement. Seller shall promptly advise Buyer of any changes that occur prior to Closing with respect to such information.

(o) There is no judgment outstanding or litigation, action, suit, investigation, or other proceeding pending or, to the best of Seller's knowledge, threatened or probable of assertion that may give rise to any claim against any of the Assets or adversely affect Seller's ability to perform in accordance with the terms of this Agreement, and Seller is not aware of any facts that could reasonably result in any such proceeding.

(p) No insolvency proceedings of any character, including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller or the Assets are pending or threatened. Seller has not made an assignment for the benefit of creditors, or taken any action with a view to, or that would constitute a valid basis for, the institution of any such insolvency proceedings.

(q) If Seller receives any finding, order, complaint, citation, or notice prior to Closing which states that any aspect of the Stations' operations violates any rule or regulation of the Commission or of any other federal, state or local regulatory or administrative body (an "Administrative Violation"), including without limitation any rule or regulation concerning Hazardous Substances, the employment of labor, or equal employment opportunity, Seller shall promptly notify Buyer of the Administrative Violation, use its best efforts to remove or correct the Administrative Violation, and be responsible for all costs associated therewith, including the payment of any fines or back pay that may be assessed. As of the date hereof, Seller is not aware of any Administrative Violations, any pending investigations concerning possible Administrative Violations, or of any facts that could reasonably result in any Administrative Violations.

(r) Seller has, or by the Closing Date will have, paid and discharged all taxes, assessments, excises and other levies relating to the Assets that, if due and not paid, would interfere with Buyer's full enjoyment of the Assets after Closing, excepting such taxes, assessments, and other levies as will not be due until after the Closing Date and that are to be prorated between Seller and Buyer pursuant to Section 4.

(s) Seller has furnished Buyer with the financial reports listed or described in Schedule 9(s) (the "Financial Reports") including annual profit and loss statements and monthly income statements.

(t) Between the date of this Agreement and the Closing Date, Seller shall furnish Buyer with: (i) monthly operating statements for the Station, the last of which shall be as of a date no more than thirty (30) days before the Closing Date, and (ii) such additional financial reports and data concerning the Station's financial condition as are prepared by Seller in the ordinary course of business or as may be reasonably requested by Buyer. Such operating statements and additional financial data shall be prepared in accordance with the standards set forth above for audited Financial Reports or unaudited Financial Reports, as appropriate.

(u) Between the date hereof and the Closing Date, Seller shall give Buyer or representatives of Buyer reasonable access to the Assets and to the other properties, titles, contracts, books, records and affairs of Seller relating to the operations of the Station. It is

expressly understood that, pursuant to this Section, Buyer shall be entitled to make an engineering inspection of the Station. No such inspection made by or on behalf of Buyer or Buyer's failure to make any such inspection, however, shall affect Sellers' representations, warranties, and covenants hereunder or be deemed to constitute a waiver of any of those representations, warrants, and covenants.

(v) Between the date of this Agreement and the Closing Date:

(a) Seller shall operate the Station in the normal and usual manner, consistent with the rules, regulations, and policies of the Commission, and conduct the Station's business only in the ordinary course. To the extent consistent with such operations, Seller shall use its best efforts to:

(i) maintain the present character and entertainment format of the Station and the quality of its programs; (ii) preserve the present business organization and makeup of the Station; (iii) keep available for Buyer the services and number of the Station's present employees; (iv) preserve the Station's present customers, audience rankings, and business relations; (v) satisfy Seller's obligations under the Trade Agreements; and (vi) continue to make expenditures and engage in activities designed to promote the Station and stimulate the purchase of advertising time on the Station in a manner consistent with Seller's practice during the twelve (12) month period immediately preceding the date of this Agreement.

(b) Seller shall: (i) maintain the Assets in substantially the same condition as they now are (reasonable wear and tear in normal use and damage due to unavoidable casualty excepted); (ii) maintain all inventories of supplies, tubes, and spare parts at levels at least equivalent to those existing on the date of this Agreement; (iii) maintain insurance upon the Assets and with respect to the operation of the Station's business comparable in amount, scope and coverage to that in effect on the date of this Agreement; and (iv) promptly give Buyer written notice of any unusual or materially adverse developments with respect to the Assets or the business or operations of the Station.

(c) Seller shall maintain its books, records and accounts in the usual, regular and ordinary manner, on a basis consistent with prior periods.

(d) Seller shall comply in all material respects with all laws, rules, ordinances and regulations applicable to them, to the Assets and to the business and operations of the Station.

(e) Seller shall: (i) pay and perform its obligations under any existing indebtedness when and as the same shall become due in accordance with the indebtedness' present terms; (ii) perform all Contracts without default; and (iii) pay all trade accounts payable in accordance with Sellers' prior custom and practice (including, without limitation, timing); provided, however, that Seller may dispute, in good faith, any alleged obligation of Seller.

(f) Seller shall not: (i) sell or agree to sell or otherwise dispose of any of the Assets other than in the ordinary course of business and only if

such Assets are replaced by Assets of equal or greater worth, quality and utility; (ii) permit any infringement, unauthorized use or impairment of the Promotional Rights or change the Station's call sign; (iii) cancel, terminate, modify or amend any Assumed Contract; (iv) enter into any employment contract on behalf of the Station unless the same is terminable at will and without penalty; (v) enter into any other contract, lease or agreement that will be binding on Buyer after Closing except for (A) Sales Agreements and Trade Agreements to the extent consistent with Section 3 and (B) other contracts, leases and agreements made in the ordinary course of business that will not, individually or in the aggregate, impose any material obligations on Buyer after Closing.

(w) **Cooperation with Respect to Financing.** Seller understands that Buyer's financing for the transaction contemplated by this Agreement will be obtained from secured loans advanced by one or more financial institutions. Seller shall cooperate with Buyer, Buyer's underwriters, lenders and potential lenders, and their respective agents and representatives, in obtaining the financing required to consummate this transaction.

(x) **No Misleading Statements.** No statement made by Seller to Buyer and no information provided or to be provided by Seller to Buyer pursuant to this Agreement or in connection with the negotiations covering the purchase and sale contemplated herein contains or will contain any untrue statement of a material fact or omits or will omit a material fact. There are no facts or circumstances known to Seller that, either individually or in the aggregate, will materially adversely affect after Closing the Assets or the business or condition (financial or otherwise) of the Station.

10. ***Representations and Warranties by Purchaser.*** Purchaser represents and warrants to Seller as follows:

(a) Purchaser has the legal right to enter into and perform this Agreement.

(b) Purchaser is legally, financially and otherwise qualified to be the licensee of, acquire, own, and operate the Station under the Communications Act and the rules, regulations, and policies of the FCC. There are no facts that would disqualify Purchaser as an assignee of the FCC Licenses or as the owner and operator of the Station. There is no action, suit, or proceeding pending or threatened against Purchaser which could materially adversely affect Purchaser's ability to perform its obligations hereunder.

(c) Purchaser will indemnify and hold harmless Seller for any liability arising from Purchaser's actions subsequent to the Closing Date.

11. ***Expenses.*** Except as otherwise specifically provided in this Agreement, each party shall bear its own expenses in connection with the transactions contemplated by this Agreement and in connection with all obligations required to be performed by it under this Agreement.

12. ***Indemnification.***

(a) For a period of twelve (12) months following Closing, Seller shall defend, indemnify, and hold Purchaser harmless from and against any and all losses, costs, damages, liabilities, and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Purchaser arising out of or resulting from: (i) any breach of any representation or warranty of the Seller hereunder; or (ii) any breach or default by Seller of any covenant or agreement under this Agreement.

(b) For a period of twenty-four (24) months following Closing,, Purchaser shall defend, indemnify, and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from: (i) any breach of any representation or warranty of Purchaser hereunder; or (ii) any breach or default by Purchaser of any covenant or agreement under this Agreement.

(c) ***Procedures.*** The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim, or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder against the indemnifying party (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend, or settle with respect to such Claim is thereby prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following terms and conditions:

i. The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim;

ii. In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within twenty (20) days after written notice (which shall include description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise, or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise, or final determination thereof);

iii. 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 as an unconditional term thereof the giving by the claimant or the



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

iv. All claims not disputed shall be paid by the indemnifying party within thirty (30) days after receiving notice of the Claim. "Disputed Claims" shall mean claims for Damages by an indemnified party which the indemnifying party objects to in writing within thirty (30) days after receiving notice of the Claim. In the event there is a Disputed Claim with respect to any Damages, the indemnifying party shall be required to pay the indemnified party the amount of such Damages for which the indemnifying party has, pursuant to a final determination, been found liable within ten (10) days after there is a final determination with respect to such Disputed Claim. A final determination of a Disputed Claim shall be: (i) a judgment of any court determining the validity of a Disputed Claim, if no appeal is pending from such judgment and if the time to appeal therefrom has elapsed; (ii) an award of any arbitration determining the validity of such disputed claim, if there is not pending any motion to set aside such award and if the time within which to move to set aside such award has elapsed; (iii) a written termination of the dispute with respect to such claim signed by the parties thereto or their attorneys; (iv) a written acknowledgment of the indemnifying party that it no longer disputes the validity of such claim; or (v) such other evidence of final determination of a disputed claim as shall be acceptable to the parties. No undertaking of defense or opposition to a Claim shall be construed as an acknowledgment by such party that it is liable to the party claiming indemnification with respect to the Claim at issue or other similar Claims.

v. **Indemnification Not Sole Remedy.** The right to indemnification hereunder shall not be the exclusive remedy of either party in connection with any breach by the other party of its representations, warranties, or covenants, nor shall such indemnification be deemed to prejudice or operate as a waiver of any remedy to which either party may otherwise be entitled as a result of any such breach by the other party.

13. **Termination.** This Agreement may be terminated at any time prior to Closing as follows:

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

(b) by written notice of Seller to Purchaser, if Purchaser: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by it on the Closing Date; or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);

(c) by written notice of Purchaser to Seller if Seller: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by it on the Closing Date; or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);

(d) by written notice of either party to the other if the FCC denies the FCC Application;

(e) by written notice of Purchaser to Seller if the FCC Consent includes a condition that is materially adverse to Purchaser; and

(f) by written notice of either party to the other if the Closing shall not have been consummated on or before the date twelve (12) months after the date of this Agreement and the party seeking to terminate this Agreement is not then in breach of this Agreement.

The term "Cure Period" as used herein means a period commencing the date Purchaser or Seller receives from the other written notice of breach or default hereunder and continuing for a period of 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.

14. **Notices.** Any notice, demand, or request required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be deemed to have been received on the date of personal delivery, on the fifth day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, and shall be addressed as follows (or to such other address as any party may request by written notice):

**If to Purchaser:**

Jackson County Broadcasting, Inc.

P.O. Box 667

Jackson, OH 45640

Attn: Alan A. Stockmeister, President

CEO *AMS*  
*AGN*

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

Cole, Kirby & Associates, LLC  
227 E. Main Street  
Jackson, OH 45640  
Attn: William S. Cole, Esq.

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

Telecommunications Law Professionals PLLC  
1025 Connecticut Ave, NW  
Suite 1011  
Washington, DC 20036  
Attn: Gregg P. Skall, Esq.

**If to Seller:**

Gerald E. Davis  
P.O. Box 421  
Waverly, OH 45690

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

Christopher J. Baer, Esq.  
777 Waggoner Road  
Reynoldsburg, Ohio 43068  
(614) 866-6593 Cell  
(614) 860-9919 Fax  
[Cjbaer777@gmail.com](mailto:Cjbaer777@gmail.com)

Miller & Neely, P.C.  
4 Simms Court  
Kensington, MD 20895  
(301) 933-6304  
Attn: John S. Neely  
[JohnSNeely@yahoo.com](mailto:JohnSNeely@yahoo.com)

15. **Prior Negotiations.** This Agreement supersedes in all respects all prior and contemporaneous oral and written negotiations, understandings and agreements between the parties with respect to the subject matter hereof. All of said prior and contemporaneous negotiations, understandings and agreements are merged herein and superseded hereby.

16. **Entire Agreement.** This Agreement represents the entire agreement and understanding between the parties and it supersedes any and all agreements and representations

made or dated prior thereto. This Agreement can only be amended or modified by a written instrument signed by both parties.

17. ***Survival of Representations and Warranties.*** The several representations, warranties and covenants of the parties contained herein shall survive the Closing.

18. ***Waiver.*** Unless otherwise specifically agreed in writing to the contrary: (i) the failure of either party at any time to require performance by the other of any provision of this Agreement shall not affect such party's right thereafter to enforce the same, (ii) no waiver by either party of any default by the other shall be taken or held to be a waiver by such party of any other preceding or subsequent default, and (iii) no extension of time granted by either party for the performance of any obligation or act by the other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

19. ***Number and Gender.*** Whenever the context so requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be construed to mean or include any other gender or genders.

20. ***Headings and Cross-References.*** The headings of the Sections and Paragraphs, the Table of Contents, the Table of Exhibits, and the Table of Appendices have been included for convenience of reference only, and shall in no way limit or affect the meaning or interpretation of the specific provisions of this Agreement. All cross-references to Sections or Paragraphs herein shall mean the Sections or Paragraphs of this Agreement unless otherwise stated or clearly required by the context. All references to Appendices herein shall mean the Appendices to this Agreement which have been separately initialed for identification by Seller and Buyer. Words such as "herein" and "hereof" shall be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement unless otherwise stated or clearly required by the context.

21. ***Counsel.*** Each party has been represented by its own counsel in connection with the negotiation and preparation of this Agreement and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Agreement, including, but not limited to, any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the party whose counsel drafted that provision.

1. ***Failure of Broadcast Transmission.*** Seller shall give prompt written notice to Buyer if: (a) regular broadcast transmissions of a Station in the normal and usual manner are interrupted or discontinued; or (b) a Station is operated at less than its licensed antenna height above average terrain or at less than ninety percent (90%) of its licensed effective radiated power. If Seller cannot restore normal and usual transmissions at the licensed operating parameters within seventy-two (72) hours (with the Closing Date to be extended if necessary), or if there are four (4) or more such events prior to the Closing Date each lasting more than eight

(8) hours, Buyer may, at its option: (x) terminate this Agreement, or (y) proceed in the manner set forth in Section 7. In the event of termination of this Agreement by Buyer pursuant to this Section, the Escrow Deposit shall be returned to Buyer and the parties shall be released and discharged from any further obligation hereunder..

22. **Risk of Loss.** The risk of loss or damage to the Purchased Assets shall be upon Seller at all times prior to Closing. In the event of material loss or damage, Seller shall promptly notify Buyer thereof and use its best efforts to repair, replace or restore the lost or damaged property to its former condition as soon as possible. If such repair, replacement, or restoration has not been completed prior to the Closing Date, Buyer may, at its option:

- (a) elect to consummate the Closing in which event Seller shall assign to Buyer all of Seller's rights under any applicable insurance policies; or
- (b) elect to postpone the Closing Date for a period of up to ninety (90) days, with prior consent of the Commission if necessary, to permit Seller to make such repair, replacement, or restoration as is required to return the lost or damaged property to its former condition. If, after the expiration of the extension period granted by Buyer, the lost or damaged property has not been adequately repaired, replaced or restored, Buyer may terminate this Agreement, in which event the Escrow Deposit shall be returned to Buyer and the parties shall be released and discharged from any further obligation hereunder.

(c) For purposes of this Section, loss or damage shall be deemed "material" if the reasonable cost to repair, replace, or restore the lost or damaged property exceeds Eight Thousand Dollars (\$8,000.00).

(d) If the parties are unable to agree upon the extent of any loss or damage, the cost to repair, replace or restore any lost or damaged property, the adequacy of any repair, replacement, or restoration of any lost or damaged property, or any other matter arising under this Section, the disagreement shall be referred to a qualified consulting communications engineer mutually acceptable to Seller and Buyer, who is a member of the Association of Federal Communications Consulting Engineers ("AFCCE"), whose decision shall be final, and whose fees and expenses shall be paid one-half by Seller and one-half by Buyer.

23. **Arbitration.** Except for the special provision for resolution of technical disagreements of Section 23(d) and as otherwise provided to the contrary below, any dispute arising out of or related to this Agreement that Seller and Buyer are unable to resolve by themselves shall be settled by arbitration in Jackson, Ohio. In the event of a dispute between the Parties which could include but not be limited to the following, the Parties agree to submit the dispute to arbitration under the direction of Judicial Arbitration and Mediation Services, Inc., ("JAMS"), in the closest JAMS office to Waverly, Ohio and be bound by any decision or award rendered therein. Unless otherwise agreed to by the Parties and after pre-arbitration conference with JAMS, the arbitration proceedings shall be conducted pursuant to JAMS' Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures and JAMS Discovery Protocols in those rules, utilizing a single Arbitrator.

- (a) The interpretation and enforcement of any of the provisions of this Agreement; or

- (b) Enforcement of damages and a determination of that amount.
- (c) Whether either Party is in breach of any portion of this Agreement; or
- (d) Whether that breach is a "material breach".

The costs and expenses of the arbitration proceeding shall be assessed between Seller and Buyer in a manner to be decided by the arbitrator, and the assessment shall be set forth in the decision and award of the arbitrators. Judgment on the award, if it is not paid within thirty (30) days, may be entered in any court having jurisdiction over the matter. No action at law or suit in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by Seller or Buyer against the other except (i) an action to compel arbitration pursuant to this Section, (ii) an action to enforce the award of the arbitration panel rendered in accordance with this Section, or (iii) a suit for specific performance pursuant to Section 19.4. a suit for specific performance pursuant to Section 23.

24. **Assignment.** Neither party may assign its rights or obligations hereunder without the prior written consent of the other party except: (i) Buyer shall, prior to Closing, assign his rights and obligations to affiliate or related company, after which Buyer shall have no further personal liability or obligation hereunder; and (ii) at Closing, Buyer may make a collateral assignment of its rights under this Agreement to any institutional lender(s) who provides funds to Buyer the repayment of which will be secured by liens on the Assets. Seller agrees to execute an acknowledgement of such collateral assignment(s) in such form as Buyer's institutional lender(s) may from time to time request. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns. This section shall be subject to the approval of the F.C.C.

25. **Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to: (i) confer any rights or remedies on any person other than Seller, Buyer, Buyer and their respective successors and permitted assigns; (ii) to relieve or discharge the obligation or liability of any third party; or (iii) to give any third party any right of subrogation or action against any Seller or Buyer.

26. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each of the counterparts, when signed, shall be deemed to be an original, and all of the signed counterparts together shall be deemed to be one and the same instrument.

27. **Public Announcements.** No announcements shall be made by either party before or after the execution of this Agreement and prior to Closing except upon mutual agreement of Seller and Buyer; provided, however, that Seller shall have the right to give such local public notice of the Assignment Application as is required by the Commission without Buyer's prior approval.

28. **Governing Law.** This Agreement shall be construed under the laws of Ohio and all matters pertaining to this Agreement which cannot be resolved by referenced to its provisions shall be governed by the laws of Ohio.

29. ***Severability.*** In the event that any term or provision of this Agreement is invalidated at any time by court decision, statutory provision, governmental regulation, or otherwise, the remaining terms and provisions of this Agreement shall remain in full force and effect and be fully binding upon both parties.

30. ***Successors and Assigns.*** This Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns, but no assignment shall relieve any party of its obligations hereunder. Purchaser shall have the right to assign this Agreement to any related entity.

[SIGNATURE PAGE NEXT PAGE]

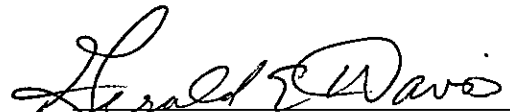
**SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT**


**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**Jackson County Broadcasting, Inc.**

  
Cora M. Willett, President

**Crystal Communications, Corp.**

  
Gerald E. Davis, President

  
Gerald E. Davis, Individually



**List of Schedules**

<b>Schedule 1(a)</b>	<b>FCC Authorizations</b>
<b>Schedule 1(b)</b>	<b>List of Equipment</b>
<b>Schedule 1(c)</b>	<b>Assumed Contracts</b>
<b>Schedule 9(m)</b>	<b>Insurance Policies</b>
<b>Schedule 9(n)</b>	<b>Employee Plans</b>
<b>Schedule 9(s)</b>	<b>Seller Financial Statements</b>