

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS **AMENDED AND RESTATED ASSET PURCHASE AGREEMENT** (this “Agreement”) amends and supersedes that certain Deferred Asset Purchase Agreement made and entered into as of December 31, 2007, as subsequently amended (the “DAPA”), by and between **Mountain Wireless, Incorporated**, a Delaware corporation (“Seller”) and **J. Hanson Company, Inc.**, a Maine corporation (“Buyer”).

This Agreement is made and entered into by and between Seller and Buyer as of January 1, 2021

W I T N E S S E T H

WHEREAS, Buyer and Seller mutually desire to amend and restate the DAPA; and

WHEREAS, Seller owns and operates the following radio broadcast stations pursuant to certain licenses, authorizations and approvals (the “FCC Authorizations”) issued by the Federal Communications Commission (the “FCC”): WCTB(FM), licensed to Fairfield, Maine, FCC Facility ID No. 46353; WFMX(FM), licensed to Skowhegan, Maine, FCC Facility ID No. 26388; and WSKW(AM), licensed to Skowhegan, Maine, FCC Facility ID No. 46351 (each a “Station” and collectively, the “Stations”); and

WHEREAS, the parties have entered into as of January 1, 2021, an Amended and Restated Local Programming and Marketing Agreement (the “LPMA”), pursuant to which Buyer has agreed to purchase and program broadcast air time on the Stations, which shall remain in effect until the Closing under this Agreement, unless terminated earlier pursuant to the terms of the LPMA; and

WHEREAS, subject to the terms and conditions set forth herein, (i) Seller desires to assign to Buyer, and Buyer desires to acquire from Seller the FCC Authorizations and certain other tangible and intangible assets and properties used or held for use in the operation of the Stations as specified herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

SALE AND PURCHASE

Section 1.1 **Station Assets**. Subject to the terms and conditions herein contained, Seller shall grant, convey, sell, assign, transfer and deliver to Buyer on the Closing Date (as hereinafter defined) the following interests of Seller in the properties, assets, privileges, rights and interests of Seller (except for Excluded Assets as defined in Section 1.2) used or held for use by Seller in the business and operations of the Stations (collectively, the “Station Assets”):

(a) Licenses and Authorizations. All of the FCC Authorizations issued with respect to the Stations as listed and described on Schedule 1.1(a) attached hereto.

(b) Tangible Personal Property. All interests of Seller in the fixed and tangible personal property used or held for use by Seller in connection with the business and operations of the Stations as listed and described on Schedule 1.1(b) attached hereto, together with any additions and improvements thereto between the date of this Agreement and the Closing Date (collectively, "Tangible Personal Property").

(c) Real Property. All interests of Seller in the land, buildings, improvements, and other real property used or held for use by Seller in the operation of the Stations as listed and described on Schedule 1.1(c) attached hereto (collectively, the "Real Property").

(d) Contracts. Those Contracts (as hereinafter defined) to which Seller is a party used in connection with the business and operations of the Stations as listed and described on Schedule 1.1(d) attached hereto.

(e) Intangible Property. All interests of Seller as of the date of this Agreement in all trademarks, trade names, service marks, copyrights, franchises, patents, jingles, slogans, logotypes, trade secrets, internet addresses, telephone numbers and other intangible rights, used or held for use by Seller in connection with the business and operations of the Stations including all right, title and interest in the Stations' call letters, as listed and described on Schedule 1.1(e) attached hereto (collectively, the "Intangible Property").

(f) Files and Records. All FCC logs and other records that relate to the operation of the Stations, and all files and other records of Seller relating to the business and operations of the Stations (other than duplicate copies of such files ("Duplicate Records") and records relating to the corporate nature of Seller), including all schematics, blueprints, engineering data, customer lists, reports, specifications, projections, statistics, promotional graphics, original art work, mats, plates, negatives and other advertising, marketing or related materials, and all other technical and financial information concerning the Stations and the Station Assets.

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

Section 1.2 Excluded Assets. There shall be excluded from the Station Assets and retained by Seller the following assets along with all rights, title and interest therein ("Excluded Assets"):

(a) all cash, cash equivalents or similar type investments of Seller, publicly traded securities, insurance policies, pension and profit-sharing plans of the Seller (the "Excluded Assets");

(b) all tangible and intangible personal property disposed of or consumed in the ordinary course of business between the date of the DAPA and the Closing Date, or as otherwise permitted hereunder;

(c) all agreements that have terminated or expired prior to the Closing Date in the ordinary course of business or as otherwise permitted hereunder;

(d) Seller's books and records as pertain to the organization, existence or capitalization of Seller as well as any other records or materials relating to Seller generally and not involving specific aspects of the Stations' operation;

(e) Any and all other claims made by Seller with respect to transactions prior to the Closing Date and the proceeds thereof to the extent the Stations have been made whole for any loss or damage they may have suffered or incurred as a result of the item, event or occurrence giving rise to such claim.

Section 1.3 Liabilities.

(a) The Station Assets shall be sold and conveyed to Buyer free and clear of all mortgages, liens, deeds of trust, security interests, pledges, restrictions, prior assignments, charges, claims, defects in title and encumbrances of any kind or type (collectively, "Liens") except: (i) liens for real estate taxes not yet due and payable for which Buyer receives a Purchase Price adjustment under Section 1.5; and (ii) the post-Closing obligations of Seller which Buyer will assume under leases and contracts assigned to Buyer that are listed on Schedules 1.1(c) and 1.1(d) ("Permitted Encumbrances").

(b) Except as otherwise specifically provided herein or in the LPMA, Buyer shall not assume or be liable for: (i) any liability or obligation of Seller arising out of or relating to any contract, lease agreement, or instrument not specifically assumed by Buyer pursuant to Sections 1.1(c) and 1.1(d) hereof; or (ii) any other liabilities, obligations, debts or commitments of Seller whatsoever relating to any event occurring prior to the Closing Date.

Section 1.4 Purchase Price; Method of Payment; Additional Consideration; Allocation.

(a) Purchase Price. The purchase price to be paid for the Station Assets will be One Million Eight Hundred Thousand Dollars (\$1,800,000) subject to the Closing Date Adjustments pursuant to Section 1.5 (the "Purchase Price").

(b) Method of Payment. At the Closing on the Closing Date, Buyer will pay to Seller by wire transfer of federal funds the Purchase Price.

(c) Allocation of Purchase Price. On or before the Closing Date, Seller and Buyer shall work in good faith to determine an allocation of Purchase Price among the Station Assets that complies with Section 1060 of the Internal Revenue Code of 1986, as amended. If Buyer and Seller have not mutually agreed on an allocation of the Purchase Price, then Seller and Buyer shall be entitled to report the allocation as they so determine in their sole discretion, respectively; each party shall deliver a copy of their IRS Form 8594 to the other promptly after filing such form.

Section 1.5 Adjustments.

(a) Except as provided in the LPMA, the operation of the Stations and the income and normal operating expenses attributable thereto through the date preceding the Closing Date (the “Adjustment Date”) shall be for the account of Seller and thereafter for the account of Buyer, and, if any income or expense is properly allocable or credited, then it shall be allocated, charged or prorated accordingly. Except as provided in the LPMA, expenses for goods or services received both before and after the Adjustment Date, power and utilities charges, frequency discounts, prepaid time sales agreements, and rents and similar prepaid and deferred items shall be prorated between Seller and Buyer as of the Adjustment Date in accordance with generally accepted accounting principles. Except as provided in the LPMA, all special assessments and similar charges or liens imposed against the Real Property and Tangible Personal Property in respect of any period of time through the Adjustment Date, whether payable in installments or otherwise, shall be the responsibility of Seller, and amounts payable with respect to such special assessments, charges or liens in respect of any period of time after the Adjustment Date shall be the responsibility of Buyer, and such charges shall be adjusted as required hereunder. To the extent that any of the foregoing prorations and adjustments cannot be determined as of the Closing Date, Buyer and Seller shall conduct a final accounting and make any further payments, as required on a date mutually agreed upon, within sixty (60) days after the Closing.

Section 1.6 Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the “Closing”) shall take place within ten (10) business days of the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Articles VI and VII (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing), and, provided the FCC Consent (as hereinafter defined) has been issued, in no event later than July 30, 2021, unless otherwise mutually agreed upon by the parties. The Closing shall be held by mail, electronic exchange of documents, or in such other manner as mutually agreed upon by the parties. The date on which the Closing is to occur is referred to herein as the “Closing Date.” Notwithstanding any language to the contrary in this Agreement, Seller shall have the right to solicit offers from other parties for the purchase of the Stations, and, in the event that the Closing has not occurred by July 30, 2021, to enter into appropriate agreements for the sale of the Station Assets with any such party or parties and to terminate this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

Section 2.1 Corporate Status. Seller is a corporation, duly organized, validly existing and in good standing under the laws of Delaware. Seller is duly qualified to do business and is in good standing in the state of Maine. Seller has the requisite power to carry on the business of the Stations as it is now being conducted and to own and operate the Stations, and Seller has the requisite power to enter into and complete the transactions contemplated by this Agreement (the “Subject Transactions”).

Section 2.2 Authority. All corporate actions necessary to be taken by or on the part of Seller in connection with the Subject Transactions have been duly and validly taken, and this Agreement has been duly and validly authorized, executed, and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

Section 2.3 No Conflict. The execution, delivery and performance of this Agreement and the consummation of the Subject Transactions will not (a) conflict with or violate the certificate of incorporation or bylaws of Seller; (b) conflict with or violate or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation under, any Contract (as defined in Section 2.4) to which Seller is a party or by which it is bound, or result in the creation of any Lien upon any of the Station Assets other than Permitted Encumbrances; or (c) violate any judgment, decree, order, statute, law, rule or regulation applicable to Seller, the Stations or any of the Station Assets.

Section 2.4 Contracts. Each of the contracts and agreements listed on Schedule 1.1(d) (each a "Contract" and collectively, "Contracts") is in full force and effect. Schedule 1.1(d) lists all Contracts except for Contracts which: (a) have been entered into in the ordinary and usual course of business and are terminable without penalty or involving a commitment of less than \$3,000 individually or \$10,000 in the aggregate for the purchase or sale of goods, supplies, equipment, capital assets, products or services; or (b) involve less than \$1,000 individually or \$10,000 in the aggregate entered into in the ordinary and usual course of business from the date hereof until the Closing Date. Seller has performed all of its material obligations under each Contract.

Section 2.5 No Breach. Seller is not in material violation or breach of any of the terms, conditions or provisions of any Contract, or any court order, judgment, arbitration award, or decree relating to or affecting the Stations or the Station Assets to which Seller is a party or by which it is bound.

Section 2.6 Taxes. Seller has, or by the Closing Date will have, paid and discharged all taxes, assessments, excises and other levies relating to the Station Assets, which if due and not paid, would materially interfere with Buyer's enjoyment and use of the Station Assets after Closing or for which Buyer could subsequently become liable or which could result in liens on the Station Assets, except for such taxes, assessments and other levies as will not be due until after the Closing Date which will be prorated in accordance with this Agreement.

Section 2.7 Licenses. Seller is the holder of the FCC Authorizations listed and described on Schedule 1.1(a). Such FCC Authorizations constitute all of the licenses, authorizations and approvals required under the Communications Act of 1934, as amended (the "Communications Act"), or the rules, regulations and policies of the FCC for, and used in the operation of, the Stations. The FCC Authorizations are in full force and effect in all material respects and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending, or to Seller's knowledge, threatened, any action by or before the FCC to revoke, suspend, cancel, rescind or modify any of the FCC Authorizations (other than proceedings to amend FCC rules of general applicability), and there is not now pending or, to Seller's knowledge, threatened,

by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint against Seller or any Station. Each Station is operating in all material respects in compliance with its respective FCC Authorizations and the Communications Act, and the rules, regulations and policies of the FCC.

Section 2.8 Approvals and Consents. Except as described in Schedule 2.8 hereto, the execution, delivery and performance by Seller of this Agreement and the consummation by it of the Subject Transactions will not require any consent, permit, license or approval of, or filing with or notice to, any person, entity or governmental or regulatory authority under any provision of law applicable to Seller or any Contract, except as contemplated by Section 10.9 (Application for FCC Consent).

Section 2.9 Station Assets; No Warranty. The instruments to be executed by Seller and delivered to Buyer at the Closing conveying the Station Assets to Buyer will transfer all of Seller's right, title and interest in and to the Station Assets to Buyer free and clear of all Liens (other than Permitted Encumbrances). **THE TANGIBLE ASSETS FOR THE OPERATION OF THE STATIONS LISTED ON SCHEDULE 1.1(b) ARE SOLD AS IS, WHERE IS. SELLER MAKES NO WARRANTY OF MERCHANTABILITY, MARKETABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY WHATSOEVER AS TO THE CONDITION OF THE TANGIBLE ASSETS FOR THE OPERATION OF THE STATIONS LISTED ON SCHEDULE 1.1(b) OTHER THAN AS SET FORTH ABOVE.**

Section 2.10 Real Property.

(a) Schedule 1.1(c) contains descriptions of all real property owned or leased (the "Real Property") by Seller and used or held for use in connection with the business and operations of the Stations and leases or licenses or other rights to possession of any real property so used or held.

(b) Seller's interests in Real Property are as follows: Seller has fee simple title to the Real Property so described as owned on Schedule 1.1(c) (the "Owned Property"). As to the Owned Property, Seller has good, valid and marketable fee simple title to the Real Property, free of any Liens (other than Permitted Encumbrances). The Owned Property includes sufficient access to the Stations' facilities without need to obtain any other access rights. The Real Property and all heating and air conditioning equipment, plumbing, electrical and other mechanical facilities, and the roof, walls and other structural components of the Real Property which are part of, or located in, the buildings, towers, transmitters, antennae, fixtures or improvements located thereon, (i) are in good operating condition and repair (reasonable wear and tear excepted), (ii) comply in all material respects with applicable zoning laws and the building, health, fire and environmental protection codes of all applicable governmental jurisdictions, (iii) are adequate and suitable for the purposes for which they are presently being used, and (iv) and do not require any repairs other than normal routine maintenance to maintain them in good condition and repair.

Section 2.11 Environmental Matters.

(a) As used herein, (i) the term "Environmental Laws" shall mean any and all state, federal, and local statutes, regulations and ordinances relating to the protection of human health

and the environment, and (ii) the term “Hazardous Material” shall mean any hazardous or toxic substance, material, or waste including, without limitation, those substances, materials, pollutants, contaminants and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302 and amendments thereto), petroleum products (as defined in Title I to the Resource Conservation and Recovery Act, 42 U.S.C. § 6991-6991(i)) and their derivatives, or asbestos or asbestos-related products.

(b) Seller represents and warrants that:

- (i) to Seller’s knowledge, all activities of the Stations or of Seller with respect to the Stations and the Real Property have been and are being conducted in compliance with all Environmental Laws, and no charge, complaint, action, suit, proceeding, hearing, investigation, claim, demand, or notice has been filed or is threatened against Seller alleging any failure to comply with any such Environmental Law;
- (ii) Seller has no knowledge of the release or presence of any Hazardous Material on, in, from or onto the Real Property;
- (iii) Seller has not generated, manufactured, refined, transported, stored, handled, disposed of or released any Hazardous Material on the Real Property;
- (iv) Seller has not received any notice of any violation of any Environmental Laws;
- (v) to Seller’s knowledge, no tanks used for the storage of any Hazardous Material above or below ground are present on the Real Property;
- (vi) to Seller’s knowledge, no action has been commenced or, to Seller’s knowledge, is threatened, regarding the presence of any Hazardous Material on the Real Property;

Section 2.12 Compliance with Law. To Seller’s knowledge, Seller is in compliance in all material respects with all requirements of law, federal, state and local, and all requirements of all governmental bodies or agencies having jurisdiction over any of them, including compliance with the Communications Act and all rules and regulations issued thereunder, the operation of the Stations, the use of its properties and assets (including the Station Assets), and the Real Property. Seller has, or will have upon receiving notice, properly filed all material reports and other documents required to be filed with any federal, state, local or foreign government or subdivision or agency thereof which, if not properly filed, would jeopardize Seller’s right to continue to operate the Stations as they are currently being operated. Seller has not received any notice, not heretofore complied with, from any federal, state or municipal authority or any insurance or inspection body that any of its properties, facilities, equipment or business procedures or practices fails to comply

in any material respect with any applicable law, ordinance, regulation, building or zoning law, or requirement of any public authority or body.

Section 2.13 [Intentionally Omitted]

Section 2.14 Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending against, or to Seller's knowledge threatened against, the Stations or Seller relating to the Stations nor, to the knowledge of Seller, is there any basis for any such suit, arbitration, administrative charge or other legal proceeding, claim or governmental investigation. Seller has not been operating under or subject to, or in default with respect to, any judgment, order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, agency or instrumentality, foreign or domestic.

Section 2.15 Intangible Property. Schedule 1.1(f) contains a description of all Intangible Property used by Seller in the operation of the Stations. Seller has received no notice of any claim that any Intangible Property or the use thereof conflicts with, or infringes upon, any rights of any third party (and there is no basis for any such claim of conflict).

Section 2.16 Brokers. There is no broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement or the Subject Transactions as a result of any agreement of, or action taken by, Seller.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller:

Section 3.1 Status. Buyer is a corporation which is duly organized, validly existing and in good standing under the laws of the State of Maine. Buyer has the requisite power to enter into and complete the Subject Transactions.

Section 3.2 Authority. All corporate actions necessary to be taken by or on the part of Buyer in connection with the Subject Transactions have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with and subject to its terms.

Section 3.3 No Conflict. Neither the execution, delivery and performance by Buyer of this Agreement nor the consummation by Buyer of the Subject Transactions will: (a) conflict with or violate the certificate of incorporation or bylaws of Buyer; (b) violate any judgment, decree, order, statute, rule or regulation applicable to Buyer; or (c) constitute a violation of, conflict with or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation under, any contract, mortgage, indenture, agreement, lease or other instrument to which Buyer is a party or by which it is bound, or by which it may be

affected, or result in the creation of any security interest upon any of Buyer's assets, except for agreements, indentures and instrument related to the financing of the transactions contemplated by this Agreement.

Section 3.4 Brokers. There is no broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement or the Subject Transactions as a result of any agreement of, or action taken by, Buyer.

Section 3.5 Qualification. Buyer is legally qualified under the Communications Act of 1934, as amended, and the rules and regulations of the Commission to own the Stations without the need for a waiver of the FCC's rules or special consideration of any kind.

Section 3.6 Financial Qualifications. Buyer is financially qualified to undertake performance of the obligations set forth herein.

ARTICLE IV

COVENANTS OF SELLER

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

Section 4.1 Operation of the Business.

(a) Subject to the LPMA, Seller shall continue to carry on the business of the Stations and keep its books and accounts, records and files in the usual and ordinary manner in which the business has been conducted in the past. Seller shall operate the Stations in all material respects in accordance with the terms of the FCC Authorizations and in compliance in all material respects with all applicable laws, rules and regulations and all applicable FCC rules and regulations. Seller shall maintain the FCC Authorizations in full force and effect.

(b) Nothing contained in this Agreement shall give Buyer any right to control the programming, operations or any other matter relating to the Stations prior to the Closing Date, and Seller shall have complete control of the programming, operations and all other matters relating to the Stations up to the Closing Date.

(c) Subject to Buyer's performance of its obligations under the LPMA, Seller shall keep all Tangible Personal Property and Real Property in good operating condition (ordinary wear and tear excepted) and repair and maintain adequate and usual supplies of inventory, office supplies, spare parts and other materials as have been customarily maintained in the past. Seller shall preserve intact (other than dispositions in the ordinary course of business) the Station Assets.

(d) Prior to the Closing Date, Seller shall not, without the prior written consent of Buyer:

- (i) sell, lease, transfer, or agree to sell, lease or transfer, any Station Assets except for non-material sales or leases, in the ordinary course of business of items which are being replaced by assets of comparable or superior kind, condition and value;
- (ii) renew, amend or terminate any Contract except in the ordinary course of business; or
- (iii) enter into any new Contract with respect to the Stations except in the ordinary course of business.

Section 4.2 Access to Facilities, Files and Records. At the reasonable request of Buyer and upon reasonable advance notice, Seller shall from time to time give or cause to be given to the officers, employees, accountants, counsel, agents, consultants and representatives of Buyer: (a) reasonable access during normal business hours to all facilities, properties and records of Seller with respect to the Stations; and (b) all such other information concerning the affairs of the Stations as Buyer may reasonably request; provided, however, that in each instance mutually satisfactory arrangements shall be made in advance in order to avoid interruption and to minimize interference with the normal business and operations of the Stations.

Section 4.3 Consents. Seller shall use its best efforts to obtain all of the consents noted on Schedule 2.8 hereto. If Seller does not obtain a consent required to assign a Contract hereunder, Buyer shall not be required to assume such Contract. Marked with an asterisk on Schedule 2.8 are those consents the receipt of which is a condition precedent to Buyer's obligation to close under this Agreement (the "Required Consents"). Seller shall obtain the Required Consents, if any, prior to Closing.

Section 4.4 Notice of Proceedings. Seller will promptly notify Buyer in writing upon: (a) becoming aware of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement or the Subject Transactions; or (b) receiving any notice from any governmental department, court, agency or commission of its intention (i) to institute an investigation into, or institute a suit or proceeding to restrain or enjoin, the consummation of this Agreement or the Subject Transactions, or (ii) to nullify or render ineffective this Agreement or the Subject Transactions if consummated.

Section 4.5 Confidentiality. Any and all information, disclosures, knowledge or facts regarding Buyer or its business or properties to which Seller is exposed as a result of the negotiation, preparation or performance of this Agreement or the LPMA shall be confidential and shall not be divulged, disclosed or communicated to any other person, firm, corporation or entity, except for Seller's employees, attorneys, accountants, investment bankers, investors and lenders, and their respective attorneys, on a need-to-know basis for the purpose of consummating the Subject Transactions.

ARTICLE V

COVENANTS OF BUYER

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

Section 5.1 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.

Section 5.2 Application for FCC Consent. Buyer will diligently take, or cooperate in the taking of, all steps that are necessary, proper or desirable to expedite the prosecution of the Application to a favorable conclusion. Buyer will promptly provide Seller with copies of any pleading, order or other document served on it relating to the Application (as hereinafter defined).

Section 5.3 Consummation of Agreement. Buyer shall use best efforts to fulfill the conditions in Articles VI and VII, and to cause the Subject Transactions to be fully carried out.

Section 5.4 Notice of Proceedings. Buyer will promptly notify Seller in writing upon: (a) becoming aware of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement or the Subject Transactions; or (b) receiving any notice from any governmental department, court, agency or commission of its intention (i) to institute an investigation into, or institute a suit or proceeding to restrain or enjoin, the consummation of this Agreement or such transactions, or (ii) to nullify or render ineffective this Agreement or such transactions if consummated.

Section 5.5 Confidentiality. Any and all information, disclosures, knowledge or facts regarding Seller, the Stations and their operation and properties derived from or resulting from Buyer's acts or conduct (including, without limitation, acts or conduct of Buyer's officers, employees, accountants, counsel, agents, consultants or representatives, or any of them) under the provisions of Section 4.2 or in connection with the negotiation, preparation or performance of this Agreement or the LPMA shall be confidential and shall not be divulged, disclosed or communicated to any other person, firm, corporation or entity, except for Buyer's attorneys, accountants, investment bankers, investors and lenders, and their respective attorneys on a need-to-know basis for the purpose of consummating the Subject Transactions.

ARTICLE VI

CONDITIONS TO THE OBLIGATIONS OF SELLER

The obligations of Seller under this Agreement are, at its option, subject to the fulfillment of the following conditions prior to or on the Closing Date:

Section 6.1 Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Buyer contained in this Agreement shall have been true and correct as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall then be true and correct, except to the extent changes are permitted or contemplated pursuant to this Agreement.

(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; and

(c) Buyer shall have furnished Seller with a certificate, dated the Closing Date and duly executed by the President of Buyer, to the effect that the conditions set forth in Sections 6.1(a) and (b) have been satisfied.

Section 6.2 Proceedings. Neither Seller nor Buyer shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the Subject Transactions.

Section 6.3 FCC Consent. The FCC Consent to the assignment of all of the FCC Authorizations to Buyer shall have been issued by the FCC, including by the Media Bureau pursuant to delegated authority.

Section 6.4 Deliveries. Buyer shall have complied with each and every one of its obligations set forth in Section 8.2.

ARTICLE VII

CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement are, at its option, subject to the fulfillment of the following conditions prior to or on the Closing Date:

Section 7.1 Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Seller contained in this Agreement shall have been true and correct as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall then be true and correct except to the extent changes are permitted or contemplated pursuant to this Agreement.

(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; and

(c) Seller shall have furnished Buyer with a certificate, dated the Closing Date and duly executed by the President of Seller, to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied.

Section 7.2 Proceedings. Neither Seller nor Buyer shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the Subject Transactions.

Section 7.3 FCC Consent. The FCC Consent to the assignment of all of the FCC Authorizations to Buyer shall have been issued by the FCC, including by the Media Bureau

pursuant to delegated authority, provided, however, that Buyer may defer the Closing until five (5) business days following the date that the FCC Consent has become a Final Order, provided, further, that such deferred Closing Date is on or before July 30, 2021, unless otherwise mutually agreed upon by the parties.

Section 7.4 Deliveries. Seller shall have complied with each and every one of its obligations set forth in Section 8.1.

Section 7.5 Required Consents. Seller shall have obtained all of the Required Consents.

Section 7.6 Financing. Buyer shall have obtained bank financing necessary for purchase of the Station Assets.

ARTICLE VIII

ITEMS TO BE DELIVERED AT THE CLOSING

Section 8.1 Deliveries by Seller. At the 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) bills of sale, certificates of title, endorsements, assignments, general warranty deeds and other good and sufficient instruments of sale, conveyance, transfer and assignment, in form and substance satisfactory to Buyer, sufficient to sell, convey, transfer and assign the Station Assets to Buyer free and clear of any Liens (other than Permitted Encumbrances);

(b) the FCC Consent;

(c) the Required Consents, if any;

(d) certified copies of resolutions, duly adopted by the board of directors or shareholders of Seller, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery and performance by Seller of this Agreement, and the consummation of the Subject Transactions; and

(e) the certificate referred to in Section 7.1(c).

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

(a) the Purchase Price, which shall be paid in the manner specified in Section 1.4;

(b) any Additional Consideration and Minimum Payments amounts owed and outstanding from Buyer to Seller as of the Closing Date pursuant to the original DAPA and amendments thereto, as well as any amounts owed and outstanding from Buyer to Seller pursuant to the original Local Programming and Marketing Agreement, amendments thereto and/or the Amended and Restated LPMA;

(c) an instrument or instruments of assumption of the FCC Authorizations, Contracts (if any) and Real Property to be assumed by Buyer pursuant to this Agreement;

(d) certified copies of resolutions, duly adopted by the Board of Directors of Buyer, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery and performance by Buyer of this Agreement and the consummation of the Subject Transactions; and

(e) the certificate referred to in Section 6.1(c).

ARTICLE IX

SURVIVAL; INDEMNIFICATION

Section 9.1 Survival; Limitations. The several representations, warranties, covenants and agreements of the parties contained in or made pursuant to this Agreement shall be deemed to have been made on the Closing Date, shall survive the Closing Date and shall remain operative and in full force and effect for a period of one year after the Closing Date.

Section 9.2 Indemnification of Buyer. Seller agrees that it shall indemnify, defend and hold Buyer harmless from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities, including, without limitation, liabilities for reasonable attorneys' fees and disbursements (each, a "Loss and Expense"), suffered directly or indirectly by Buyer by reason of, or arising out of:

(a) any breach of representation or warranty made by Seller pursuant to this Agreement or the LPMA;

(b) any failure by Seller to perform or fulfill any of its covenants or agreements set forth in this Agreement or the LPMA;

(c) any failure by Seller to pay or perform, any of its liabilities or obligations arising out of or related to the business or operation of the Stations prior to the Closing Date which have not been assumed by Buyer hereunder or under the LPMA; or

(d) any and all obligations of Seller not assumed by Buyer pursuant to the terms hereof.

Section 9.3 Indemnification of Seller. Buyer agrees that it shall indemnify, defend and hold Seller harmless from and against any and all Loss and Expense suffered directly or indirectly by Seller by reason of, or arising out of:

(a) any breach of representation or warranty made by Buyer pursuant to this Agreement or the LPMA;

(b) any failure by Buyer to perform or fulfill any of its covenants or agreements set forth in this Agreement or the LPMA;

(c) any failure by Buyer to pay or discharge on or subsequent to the Closing Date any liabilities or obligations assumed by Buyer hereunder or incurred or first required to be performed by Buyer on or after the Closing Date;

(d) any litigation, proceeding or claim by any third party, including employment and discrimination claims, relating to the business or operation of the Stations for which the underlying basis for such claim occurred on or after the Closing Date; or

(e) any and all obligations of Seller assumed by Buyer pursuant to the terms hereof.

Section 9.4 Notice of Claims. If Seller or Buyer believes that it has suffered or incurred any Loss and Expense, it shall notify the other party promptly in writing and within the applicable time period specified in Section 9.1, describing such Loss and Expense, the amount thereof, if known, and the method of computation of such Loss and Expense, all with reasonable particularity and containing a reference to the provisions of this Agreement or the LPMA in respect of which such Loss and Expense shall have occurred.

Section 9.5 Defense of Third-party Claims. If any action at law or suit in equity is instituted by a third party (a "Claim") with respect to which any of the parties intends to claim a Loss and Expense under this Article IX, such party shall promptly notify the indemnifying party of such action or suit. The indemnifying party shall have the right to conduct and control any Claim through counsel of its own choosing and to settle any Claim (provided it provides the indemnified party an opportunity to review all proposed settlement terms), but the indemnified party may, at its election, participate in the defense of any such Claim at its sole cost and expense. If the indemnifying party does not notify the indemnified party within ten (10) days after receipt of the notice specified in this Section that it is defending any such Claim, then the indemnified party may defend such Claim and settle such Claim, through counsel of its own choosing, and recover from the indemnifying party the amount of such settlement or of any judgment and the costs and expenses of such defense, including, but not limited to, reasonable attorneys' fees and disbursements.

Notwithstanding the foregoing, the failure by a party to abide by these terms and conditions shall not affect the other party's obligations to indemnify such party against Loss and Expense under this Article IX.

ARTICLE X

MISCELLANEOUS

Section 10.1 Termination. This Agreement may be terminated at any time prior to Closing: (a) by the mutual consent of Seller and Buyer; (b) by Buyer or Seller, if the FCC denies the FCC Consent in an order which has become a Final Order, provided that, in such event, the party seeking to terminate is not in breach of this Agreement, or if the FCC by staff action or action by the full FCC designates for hearing the Application; (c) by Buyer or Seller, if the Closing has not taken place by July 30, 2021, provided that, in such event, the party seeking to terminate is not in

breach of this Agreement; (d) by Buyer, as provided in Section 10.8 (Risk of Loss); (e) by Buyer, if on the Closing Date, Seller has failed to satisfy the conditions set forth in Article VII; (f) by Buyer, if Seller has failed to cure a material breach of any of its representations, warranties or covenants under this Agreement within thirty (30) days after it receives notice from Buyer of such breach (unless Seller undertakes diligent, good faith efforts to cure the default within such thirty (30) day period, in which case Seller shall be provided an additional thirty (30) days to cure the material breach); (g) by Seller, if on the Closing Date, Buyer has failed to satisfy the conditions set forth in Article VI; or (h) by Seller, if Buyer has failed to cure a material breach of any of its representations, warranties or covenants under this Agreement or under the LPMA within thirty (30) calendar days after it receives notice from Seller of such breach. A termination pursuant to this Section 10.1 shall not relieve any party of any liability it would otherwise have for a breach of this Agreement. Upon any termination pursuant to this Section 10.1, all tangible personal property currently in use or on site at the studios or transmitter sites necessary for operations of the Stations, whether acquired by Seller or Buyer shall remain property of Seller.

Section 10.2 Specific Performance. The parties acknowledge that each Station is of a special, unique and extraordinary character, and that damages alone are an inadequate remedy for a breach of this Agreement. In the event of a material breach by Seller of any representation, warranty, covenant or agreement under this Agreement, at Buyer's election, Buyer shall be entitled to an injunction restraining any such material breach and, subject to obtaining any requisite approval of the FCC, to enforcement of this Agreement by a decree of specific performance requiring Seller to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required. Such right of specific performance or injunctive relief shall be in lieu of Buyer's right to recover damages and to pursue any other remedies available for breach.

Section 10.3 Seller Remedies. The parties agree that if this Agreement is not consummated due to the default of Buyer, Seller shall be entitled to pursue any and all remedies at law or in equity which may be available to Seller.

Section 10.4 Expenses. Each party hereto shall bear all of its expenses incurred in connection with the Subject Transactions including, without limitation, accounting and legal fees incurred in connection herewith; provided, however, that: (i) Buyer shall pay the FCC filing fees required to be paid in connection with the Application; and (ii) Buyer and Seller shall each pay one-half of any sales or transfer taxes (including, without limitation, any real estate transfer taxes) arising from the transfer of the Station Assets to Buyer.

Section 10.5 [Intentionally Omitted.]

Section 10.6 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 Subject Transactions including, without limitation, 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 Subject Transactions. 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.

Section 10.7 Public Announcements. 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 Subject Transactions, except (i) to announce it has been entered into, and (ii) as and to the extent that such party shall be so obligated by law, 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.

Section 10.8 Risk of Loss. The risk of loss, damage or destruction to any of the Station Assets shall be borne by Seller at all times up to 12:01 a.m. local time on the Closing Date, unless such loss or damage to the Station Assets occurs as a result of the actions or omissions of Buyer's agents or employees while on the premises of the Stations or while operating any of the Stations' equipment. In the event of any material loss or damage to any of the Station Assets, Seller shall notify Buyer thereof in writing immediately. If Seller cannot restore the Station operations so that normal and usual transmissions can be resumed before the Closing, the Closing shall be postponed, the exact date and time of such postponed Closing to be agreed to by Buyer and Seller within ten (10) days of the above notice, provided, however, that the Closing shall not be postponed if the proximate cause for such loss, damage or destruction described in this Section 10.8 is due to the action or inaction of Buyer. In the event of any loss, damage or destruction that materially impairs the ability of any of the Stations to operate with their full licensed facilities, Buyer may, at its option, terminate this Agreement if such Station does not resume full licensed operations by the agreed, deferred Closing Date.

Section 10.9 Application for FCC Consent. As soon as possible (but in no event later than March 1, 2021, Buyer and Seller shall join in the filing of an application with the FCC (the "Application") requesting the FCC's written consent, including consent by the Media Bureau pursuant to delegated authority, to the assignment of the Stations' FCC Authorizations to Buyer. Seller and Buyer shall diligently take all commercially reasonable steps that are necessary, proper or desirable to expedite the prosecution of the Application to a favorable conclusion. Seller and Buyer shall promptly provide each other with a copy of any pleading, order or other document served on it relating to the Application. Seller and Buyer shall furnish all information required by the FCC. The FCC's written consent to the Application, including by the Media Bureau pursuant to delegated authority, is referred to herein as the "FCC Consent." For purposes of this Agreement, the term "Final Order" shall mean that: (i) the FCC Consent shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; (ii) no timely request for stay, petition for rehearing, appeal or certiorari or sua sponte action of the FCC with comparable effect shall be pending; and (iii) the time for filing any such request, petition, appeal, certiorari or for the taking of any such sua sponte action by the FCC shall have expired or otherwise terminated.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 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, successors and assigns. Neither party hereto may assign this Agreement or its rights and obligations hereunder without the written consent of the other, except that Buyer may assign its rights and obligations under this Agreement to an entity which is controlled by Buyer at any time prior to the Closing Date, provided that (i) such assignee assumes in writing all the duties and obligations of Buyer hereunder, Buyer guarantees performance by such assignee of Buyer's duties and obligations hereunder, and Buyer agrees to be jointly and severally liable with such assignee for any non-performance of Buyer's obligations hereunder; (ii) the Application permits assignment of the FCC Authorizations to such assignee; and (iii) the Closing Date is not delayed or postponed as a result of such assignment.

Section 11.2 Amendments; Waivers. The terms, covenants, representations and warranties of this Agreement may be modified only by a written instrument executed by the parties waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later date to enforce the same. Any waiver of a term, covenant, representation or warranty contained in this Agreement shall be by a written instrument executed by the party waiving compliance, and no waiver by any party of any condition or the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

Section 11.3 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 made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or when sent by registered or certified mail, postage prepaid, addressed as set forth below:

- (a) if to Seller, then to: Mountain Wireless, Incorporated
Attn: Alan W. Anderson
2014 West First Street, Apt 2302
Fort Myers, FL 33901
Phone: 781.771.3721

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

Repp Law Firm
1629 K Street, NW, Suite 300
Washington, DC 20006-1631
Attn: Marissa G. Repp, Esq.
Phone: 202.656.1619

- (b) if to Buyer, then to: J. Hanson Company, Inc.
329 Upper Main Street
Fairfield, ME 05937

Phone: 207.313.2685

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

Foster Garvey PC
1000 Potomac St., NW, Suite 200
Washington, DC 20007
Attention: Brad Deutsch, Esq.
Phone: 202.298.1793

Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice. Any such notice or communication shall be deemed to have been received (i) when delivered, if personally delivered, on any day that is not a Saturday, Sunday or legal holiday (each a "Business Day"), (ii) on the next Business Day after dispatch, if sent by nationally recognized, overnight courier guaranteeing next Business Day delivery, and (iii) on the fifth Business Day following the date on which the piece of mail containing such communication is posted, if sent by registered or certified mail.

Section 11.4 Captions; References. The captions of Articles, Sections and Schedules of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. References to an "Article" or "Section" or "Schedule" when used without further attribution shall refer to the particular article, section or schedule of this Agreement.

Section 11.5 Governing Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Maine without giving effect to principles of conflicts of laws.

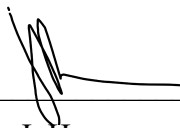
Section 11.6 Entire Agreement. This Agreement, together with all Exhibits and Schedules attached hereto, constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof. 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.

Section 11.7 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in facsimile or electronic counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

**SIGNATURE PAGE TO AMENDED AND RESTATED ASSET PURCHASE
AGREEMENT**

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

BUYER: J. HANSON COMPANY, INC.

By:  _____
Name: J. Hanson
Title: President

SELLER: MOUNTAIN WIRELESS, INCORPORATED

By: _____
Name: Alan W. Anderson
Title: President

**SIGNATURE PAGE TO AMENDED AND RESTATED ASSET PURCHASE
AGREEMENT**

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

BUYER: **J. HANSON COMPANY, INC.**

By: _____

Name: J. Hanson

Title: President

SELLER: **MOUNTAIN WIRELESS, INCORPORATED**

By: Alan W. Anderson

Name: Alan W. Anderson

Title: President

Schedule 1.1(a)

FCC Authorizations

Call Sign	Community of License	Facility ID No.	License File No.
WCTB(FM)	Fairfield, Maine	46353	BLH-19940104KB
WFMX(FM)	Skowhegan, Maine	26388	BLH-20160407AAH
WSKW(AM)	Skowhegan, Maine	46351	BL-19931222AA