

ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is entered into this ____ day of October, 2021, by and between **The Ridgefield Broadcasting Corporation**, a Connecticut corporation (“**Seller**”), and **WAMC**, a New York not-for-profit corporation (the “**Buyer**”).

WHEREAS, Seller owns radio station WQQQ (FM), Fac. ID 54785, Sharon, Connecticut (the “**Station**”).

WHEREAS, Buyer desires to purchase from Seller substantially all of the assets used exclusively in the broadcast operations of the Station, and to obtain an assignment from Seller of all Federal Communications Commission (the “**FCC**”) Licenses and Other Authorizations (each, as defined in Section 1.1) held in connection with the operation of the Station, and Seller desires to sell such Assets to Buyer and to assign to Buyer all such FCC Licenses and Other Authorizations, all in accordance with and subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller (each a “**Party**” and together, the “**Parties**”) agree as follows:

1. SALE AND PURCHASE OF ASSETS.

1.1. **Sale and Purchase of Assets.** Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, transfer, assign, grant and deliver to Buyer, and Buyer, in reliance on the representations, warranties and covenants of Seller, agrees to purchase, acquire and accept from Seller at the Closing (as defined in Section 10.1) to be held on the Closing Date (as defined in Section 10.1), all of Seller’s right, title and interest in and to substantially all of the tangible and intangible assets owned by Seller and used or held for use exclusively in connection with the broadcast operations of the Station and that are described in in this Section 1.1 (the “**Assets**”):

(a) certain equipment, furnishings and other tangible personal property located at the WQQQ Site, as specifically set forth on Schedule 1.1(a);

(b) all licenses, permits and other authorizations that have been or will be issued to Seller by the FCC exclusively for the operation of the Station, including any renewals thereof or any pending applications therefor, each as set forth on Schedule 1.1(b) (“**FCC Licenses**”) and, to the extent they are assignable, all other licenses, permits, franchises, authorizations and other similar rights issued by any federal, state or local governmental authority held by Seller exclusively for the Station broadcast facilities (collectively, “**Other Authorizations**”);

(c) all equipment and other tangible personal property used exclusively in connection with the broadcast operations of the Station, including without limitation transmitting antenna towers, transmitters, broadcast-related transmission equipment and any parts, upgrades or replacements thereof, and all of Seller’s interest (to the extent assignable);

(d) all engineering and other books, papers, files, correspondence and records pertaining to the broadcast operations of the Station, including the log books, FCC-required local public inspection and political files, copies of all filings and correspondence with the FCC that are in the possession

of Seller, but excluding Seller's corporate and financial records or other records not pertaining to such broadcast operations of the Station;

(e) the tower lease for the Station, which is listed on Schedule 1(e) (the "**Tower Lease**"); and

(f) all goodwill related to the Station.

1.2. **Excluded Assets.** The Assets shall not include the any of the items listed on Schedule 1.3 (the "**Excluded Assets**").

2. **PURCHASE PRICE; PAYMENT; ASSUMPTION OF LIABILITIES**

2.1. **Purchase Price.** In consideration of the sale and transfer of the Assets, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of Five Hundred Thousand Dollars (\$500,000.00) (the "**Purchase Price**"), to be paid as follows:

(a) Within five (5) days of execution of this Agreement by all parties, Buyer shall make a total cash deposit in an amount equal to Twenty-Five Thousand Dollars (\$25,000.00) (the "**Deposit**") to Allan G. Moskowitz, Esq. (the "**Escrow Agent**"), to be held in escrow pursuant to the terms of a mutually agreeable escrow agreement (the "**Escrow Agreement**"), substantially in the form of Exhibit C attached hereto. The Deposit shall be delivered via wire transfer or cashier's check to the Escrow Agent upon execution of this Agreement in accordance with the Escrow Agreement. The entire amount of the Deposit shall be applied as a credit toward Buyer's payment of the Purchase Price at Closing, unless otherwise directed by the parties. Should this Agreement be terminated prior to the Closing for any reason other than an uncured default of Buyer, the Deposit shall be returned to Buyer as set forth in Section 5.2 below.

(b) After delivery of the Escrow Deposit, the balance of the Purchase Price, subject to adjustment as set forth herein, shall be paid to Seller at Closing via wire transfer of immediately available funds pursuant to instructions provided by Seller.

2.2. **No Assumed Liabilities.** Buyer shall not and does not assume any liability or obligation of Seller, fixed or contingent, disclosed or undisclosed, including without limitation, lease or contractual obligations, employment contracts or commitments, obligations to employ any employee of Seller or for pensions, severance or other employee benefit plans, programs or practices, tax liabilities, unfulfilled barter liabilities or trade agreements, and any other claims against Seller of any kind or nature, except as set forth in Schedule 2.3.

2.3. **Allocation of Purchase Price.** The Purchase Price shall be allocated among the Assets as provided on Schedule 2.4 (the "**Allocation**"). In the event the Purchase Price shall be adjusted pursuant to this Agreement, the Allocation shall be modified on such basis as Buyer and Seller agree to reflect such adjustment.

3. **REPRESENTATIONS AND WARRANTIES BY SELLER.** Seller represents and warrants to Buyer as follows:

3.1. **Organization and Standing.** Seller is a corporation duly organized, validly existing and in good standing under the laws of Connecticut, and is duly qualified to do business as a foreign entity and in good standing in Connecticut. Seller has the requisite power and authority to own and operate the

Assets, to carry on its business with regard to the Station as now conducted, and to enter into and perform the terms of this Agreement and the agreements and instruments called for hereunder and to consummate the transactions contemplated by this Agreement.

3.2. **Authorization.** The execution and delivery by Seller of this Agreement, and the consummation of the transactions contemplated by this Agreement, have been duly and validly authorized by all necessary action on the part of Seller. This Agreement constitutes, and upon its execution and delivery by Seller, will constitute, a valid and binding agreement and obligation of Seller, enforceable against Seller in accordance with its terms, except as the enforceability thereof may be affected by bankruptcy, insolvency or similar laws affecting creditors' rights generally or court applied equitable remedies.

3.3. **No Conflict or Breach; Third Party Consents.** The execution and delivery by Seller of this Agreement, the fulfillment of and the compliance with the respective terms and provisions of this Agreement, and the consummation of the transactions contemplated by this Agreement, will not: (i) conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of Seller's articles of incorporation or bylaws; (ii) conflict with or constitute a violation of (with or without the giving of notice or the lapse of time or both) any law, ordinance, regulation, order, award, judgment, injunction or decree of any legislative body, court, governmental or regulatory authority or arbitrator that is applicable or relates to Seller or the Assets; or (iii) in any material respect, (A) violate or conflict with, (B) constitute a default under, (C) result in a breach, acceleration or termination of any provision of, (D) require the consent of any third party under, or (E) result in the creation of any Encumbrance upon any of the Assets pursuant to, any contract, agreement, commitment, indenture, or other instrument or obligation to which Seller is a party or by which Seller is bound or to which any of the Assets may be subject.

3.4. **Governmental Consents.** Except for the consent of the FCC to the assignment of the FCC Licenses as proposed in the FCC Application and the modification of the Station's license as proposed in the NCE Modification (collectively, the "FCC Consent") and as set forth in Schedule 3.4, neither the execution and delivery of this Agreement by Seller nor the consummation by Seller of the transactions contemplated hereby, nor compliance by Seller with any provisions of this Agreement will require any filing with, or the obtaining of any permit, authorization, consent or approval of, any governmental or regulatory authority by Seller.

3.5. **Litigation; Compliance with Law.** Except for proceedings (a) related to the FCC Application (as defined in Section 4.8) and (b) generally applicable to the broadcast industry as a whole and not related solely to Seller, the Assets or the operations of the Station, there is no action, suit, investigation, claim, arbitration, proceeding or litigation pending or, to the knowledge of Seller, threatened against or involving Seller, the Assets or the operations of the Station, at law or in equity, or before or by any court, arbitrator or governmental authority. Seller has not operated the Station under or subject to any order, judgment, decree or injunction of any court, arbitrator or governmental authority. To the knowledge of Seller, Seller has complied in all material respects and is in compliance in all material respects with all laws, ordinances and regulations applicable to the Assets and to the business of Seller regarding the Station.

3.6. **Title to Assets.** Seller shall have good and valid title to all of the Assets, free and clear of encumbrances on the Closing Date, after any lender's lien is satisfied, released and paid at the Closing.

3.7. **Condition of Tangible Assets.** Except for the representations and warranties of Seller expressly set forth in this Agreement, Buyer shall purchase the Assets in its "as is" condition on the Closing Date. On the Closing Date, each item comprising the Assets shall be in the same operating condition in all material respects as on the date of execution of this Agreement, ordinary wear and tear excepted.

3.8. **FCC Licenses and Operation of the Station.** Schedule 1.1(b) contains a true and complete list of all FCC Licenses and material Other Authorizations and any pending applications for any FCC Licenses or Other Authorizations. The FCC Licenses and Other Authorizations set forth on Schedule 1.1(b) are valid and in full force and effect and there are no orders, or to Seller's knowledge no complaints, proceedings or investigations pending or threatened, that could result in the revocation, suspension or limitation of the FCC Licenses or Other Authorizations, nor is there to Seller's knowledge, any existing state of facts that could reasonably be expected to serve as the basis therefor under laws and regulations in effect on the Closing Date. To Seller's knowledge, the FCC Licenses and Other Authorizations comprise all of the federal, state, local or municipal governmental authorizations needed for the lawful conduct of the Station business as currently conducted. Except as specified in the FCC Licenses and Other Authorizations set forth on Schedule 1.1(b), the FCC Licenses and Other Authorizations are not subject to any restrictions or conditions that would limit the operations of the Station as presently conducted. The FCC Licenses expire on the dates set forth on Schedule 1.1(b), and Seller has no reason to believe that, should Seller continue to hold the FCC Licenses, any of them would not be renewed or has any knowledge that any person or entity intends to oppose any such renewal. To Seller's knowledge, there are not any unsatisfied or otherwise outstanding citations issued by the FCC with respect to the Station or their operations. Seller (i) is operating the Station in all material respects in compliance with its FCC Authorizations, the Communications Act, and the rules and regulations of the FCC, and otherwise is in compliance with all applicable local, state and Federal laws; (ii) has filed all tax returns, FCC reports and other documents required to be filed by any governmental authority with respect to the Assets or the Station; (iii) has maintained its online public inspection file in material compliance with FCC requirements; and (iv) has not stored, disposed of nor used, nor has any knowledge that any other party has disposed of or used, any hazardous substance in a manner that is likely to result in liability for Buyer under any applicable law or regulation.

3.9. **Reports and Records.** All material returns, reports and statements relating to the Station currently required to be filed by Seller with the FCC, and any material returns, reports and statements relating to the Station currently required to be filed by Seller with any other governmental instrumentality have been, or prior to the Closing Date shall be, filed and complied with in all material respects and are true, correct and complete in all material respects, and true, correct and complete copies thereof have been made available for inspection by Buyer. All material items required by the FCC to be uploaded to the online public inspection file of the Station have been placed in such file and are in the possession or control of Seller, and all such items are true, correct, and complete in all material respects.

3.10. **Taxes.** Seller has paid and discharged all taxes, assessments, excises and other levies relative to the Assets, which if due and not paid, would interfere with Buyer's full use of the Assets conveyed hereunder, excepting such taxes, assessments and other levies that will not be due until or after the Closing Date or that will be prorated between Seller and Buyer.

4. **REPRESENTATIONS AND WARRANTIES BY BUYER.** Buyer represents, warrants, and covenants to Seller as follows:

4.1. **Organization and Standing.** Buyer is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of New York, and is duly qualified to do business and in good standing in New York. Buyer has all requisite power and authority to enter into, execute and deliver this Agreement, and to perform and comply with all of the terms, covenants and conditions to be performed or complied with by Buyer in this Agreement, and to consummate the transactions contemplated by this Agreement.

4.2. **Authorization.** The execution and delivery by Buyer of this Agreement, and the consummation of the transactions contemplated by this Agreement, have been duly and validly authorized by all necessary action on the part of Buyer. This Agreement constitutes a valid and binding agreement and obligations

of Buyer, enforceable against Buyer in accordance with its respective terms, except as the enforceability thereof may be affected by bankruptcy, insolvency or similar laws affecting creditors' rights generally or court applied equitable remedies.

4.3. **No Conflicts or Breach; Consents.** The execution and delivery by Buyer of this Agreement, the fulfillment of and compliance with the respective terms and provisions of this Agreement and the consummation of the transactions contemplated by this Agreement will not: (i) conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of Buyer's articles of incorporation or by-laws; (ii) conflict with or constitute a violation of (with or without the giving of notice or the lapse of time or both), any law, ordinance, regulation, order, award, judgment, injunction or decree of any legislative body, court, governmental or regulatory authority or arbitrator that is applicable to or relates to Buyer or any of Buyer's operations or assets; or (iii) violate or conflict with, constitute a default under, result in a breach, acceleration or termination of any provision of, or require the consent of any third party under, any agreement, instrument, license or permit to which Buyer is a party or by which Buyer may be bound, such that Buyer could not acquire the Assets pursuant to the terms of this Agreement or operate the Station after Closing.

4.4. **Governmental Consents.** Except for the FCC Consent, neither the execution and delivery of this Agreement by Buyer nor the consummation by Buyer of the transactions contemplated hereby, nor compliance by Buyer with any provisions of this Agreement will require any filing with, or the obtaining of any permit, authorization, consent or approval of, any governmental or regulatory authority by Buyer.

4.5. **Qualifications.** Buyer is not aware of any facts that would, under present law (including the Communications Act of 1934, as amended) and present rules, regulations, policies and practices of the FCC, form the basis for a determination by the FCC that Buyer is not qualified to become the licensee of the Station and, the assignee of the FCC Licenses, and the owner and/or operator of the Station or the Assets, and Buyer will not take, or unreasonably fail to take, any action that would cause such non-qualification.

4.6. **Funding.** Buyer has cash available sufficient to enable it to consummate the transactions contemplated by this Agreement and pay all related fees and expenses for which Buyer will be responsible and will, from time to time, provide assurances and information to Seller as shall reasonably be requested by Seller that it will have such financial capability on the Closing Date and thereafter until Seller has been paid in full under this Agreement.

4.7. **Litigation.** Except for administrative rule making or other proceedings of general applicability to the broadcast industry, there is no action, suit, investigation, claim, arbitration, litigation or proceeding pending or, to the knowledge of Buyer, threatened against Buyer that would adversely affect Buyer's ability to carry out its obligations under this Agreement.

4.8. **APPLICATION FOR FCC CONSENT.** As promptly as practicable after the date hereof, but no later than seven (7) business days after the date hereof, Seller and Buyer shall take all steps reasonably necessary to file, and shall participate in the filing of, applications with the FCC requesting its consent to the assignment of the FCC Licenses for the Station from Seller to Buyer (the "**FCC Application**"). Seller and Buyer will diligently take and fully cooperate in the taking of, all necessary and proper steps, and provide any additional information reasonably requested in order to obtain promptly the requested consent and approval of the FCC Application; provided that neither Party shall have any obligation to take any steps that could have a material adverse effect on such Party or the operation of the Station to satisfy complainants, if any, or to participate in any evidentiary hearing. Subsequent to the filing of the FCC Application, Buyer shall file an application requesting the modification of the license of the Station upon Closing to reflect noncommercial educational status (the "**NCE Modification**"). Seller and Buyer will diligently take and fully cooperate in the taking of, all

necessary and proper steps, and provide any additional information reasonably requested in order to file and obtain promptly the requested consent and approval of the NCE Modification.

5. **TERMINATION; EFFECTS OF TERMINATION.**

5.1. **Termination.** This Agreement may be terminated and the transactions contemplated hereby may be abandoned as follows, so long as the terminating party is not then in material default:

(a) By Seller or Buyer if the Closing shall not have occurred within twelve (12) months of the date of this Agreement (unless extended by the Parties' mutual agreement);

(b) By either party, upon notice to the other, if the FCC Applications are not filed (together with the applicable fees) on or before the fourteenth (14th) day after the date hereof; provided that the terminating party has provided its portion of the FCC Applications and all necessary information in connection therewith;

(c) By Buyer if the FCC Consent includes conditions that are materially adverse to Buyer or that materially diminish the operating rights with respect to the Station, except for such conditions that are accepted by Buyer in writing;

(d) By Buyer or Seller as set forth in Section 11;

(e) By Seller or Buyer if any court of competent jurisdiction in the United States or other United States governmental body shall have issued an order, decree or ruling, or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated hereby, and if such event is no fault of or caused by the Seller;

(f) By Seller, upon notice to Buyer, upon a material breach of any representation, warranty or covenant of Buyer contained in this Agreement, provided (i) that Seller is not then in default of any of its obligations under this Agreement, and (ii) that such breach is not cured within thirty (30) days after the giving of written notice thereof by Seller to Buyer ("**Buyer's Cure Period**"); provided however, if such breach cannot be reasonably cured within Buyer's Cure Period and Buyer promptly commences diligent efforts to cure, then Buyer's Cure Period shall be extended so long as Buyer continues such diligent efforts, but not beyond the latest date that the Closing Date could occur under Section 10.1 if such breach had never occurred; and

(g) By Buyer, upon notice to Seller, upon a material breach of any representation, warranty or covenant of Seller contained in this Agreement, provided (i) that Buyer is not then in default of any of its obligations under this Agreement, and (ii) that such breach is not cured within thirty (30) days after the giving of written notice thereof by Buyer to Seller ("**Seller's Cure Period**"); provided however, if such breach cannot be reasonably cured within Seller's Cure Period and Seller promptly commences diligent efforts to cure, then Seller's Cure Period shall be extended so long as Seller continues such diligent efforts, but not beyond the latest date that the Closing Date could occur under Section 10.1 if such breach had never occurred.

Any termination of this Agreement pursuant to this Section 5.1 shall be made by written notice of termination following the occurrence of the applicable event.

5.2. **Effects of Termination.** Upon termination: (i) if neither party hereto is in material breach of any provision of this Agreement, the parties hereto shall not have any further liability to each other; except that Seller and Buyer shall instruct the Escrow Agent to release the entire amount of the Deposit to Buyer by wire transfer of immediately available funds no later than five (5) business days following Buyer's written notice requesting such payment; or (ii) if either party shall be in material breach of any provision of this Agreement, the other party shall have all rights and remedies available at law or equity, including for Buyer the right of specific performance provided in Section 13. Any and all provisions of this Agreement notwithstanding, neither Seller nor Buyer shall be liable to the other for punitive or consequential damages. Buyer recognizes that if the transaction contemplated by this Agreement is not consummated as a result of Buyer's breach or default, Seller would be entitled to compensation, the extent of which is extremely difficult and impractical to ascertain. If this Agreement is terminated due to the breach or default of Buyer, Seller's sole remedy shall be (i) delivery of the Deposit to Seller within five (5) business days of the date this Agreement is terminated (the "**Liquidated Damages**"). The parties agree that the amount of the Liquidated Damages shall constitute liquidated damages and shall be in lieu of any other remedies to which Seller might otherwise be entitled due to Buyer's wrongful failure to consummate the transaction contemplated by this Agreement.

6. **COVENANTS AND AGREEMENTS OF SELLER.** Seller covenants and agrees with Buyer as follows:

6.1. **Negative Covenants.** Except as otherwise contemplated by this Agreement, pending and prior to the Closing, Seller shall not without the prior written approval of Buyer do or agree to do any of the following in connection with Seller's operation of the Station:

(a) **Dispositions.** Sell, assign, lease or otherwise transfer or dispose of any Asset;

(b) **Contracts.** Enter into any contracts, leases, commitments, understandings, licenses, or other agreements relating exclusively to the Station or incur any obligation or liability (contingent or absolute) relating exclusively to the Station; provided, however, that Seller may enter into such other contracts, leases, commitments, understandings, licenses or other agreements in the ordinary course of business at the Station consistent with Seller's past business practices at the Station and with customary practices in the radio broadcast industry, so long as such contracts, leases, commitments, understandings, licenses or other agreements are terminable by Seller on thirty (30) days' notice without further liability therefor;

(c) **Material Adverse Actions.** Intentionally do or omit to do any act (or permit such action or omission) that would be reasonably expected to have a material adverse effect on the Assets;

(d) **Actions Affecting Licenses, Other Authorizations.** Intentionally take any action that would be reasonably expected to jeopardize the validity or enforceability of or rights under the FCC Licenses or the Other Authorizations or modify the terms of the FCC Licenses; and

6.2. **Affirmative Covenants.** Pending and prior to the Closing, Seller shall:

(a) **Preserve Existence.** Preserve Seller's corporate existence intact as of the Closing;

(b) **Compliance with FCC Rules and Regulations.** In connection with Seller's operation of the Station, comply in all material respects with all applicable rules and regulations of the FCC

and with all material rules and regulations of any other governmental authority having jurisdiction over Seller in connection with its operation of the Station;

(c) Access. Upon reasonable notice of no less than twenty-four (24) hours, give Buyer and Buyer's authorized representatives reasonable access to the Assets;

(d) Installation of Equipment. Upon reasonable notice of no less than twenty-four (24) hours, give Buyer and Buyer's authorized representatives reasonable access to the Station's tower site for the purpose of installing equipment to be used in connection with the Station on and after the Closing Date, and make commercially reasonable efforts to coordinate such installation (to the extent required) with the landlord of the Station's tower site;

(e) Violations. If Seller receives notice of or becomes aware of any material violation with respect to or affecting the FCC Licenses or the Other Authorizations, notify Buyer and use commercially reasonable efforts to correct all such violations prior to the Closing;

(f) Station Facilities. Maintain, preserve and keep the Assets and technical facilities of the Stations in good repair, working order and condition, reasonable wear and tear excepted;

(g) Control. Notwithstanding any provision of this Agreement to the contrary, pending the Closing Seller shall maintain actual (*de facto*) and legal (*de jure*) control over the Station. Seller shall retain responsibility for the operation of the Station pending the Closing, including responsibility for: ultimate control of the daily operation of the Station; creation and implementation of policy decisions; employment and supervision of Seller's employees; and payment of expenses incurred in the operation of the Station prior to the Closing; and

(h) Notification. Notify Buyer of any complaints, investigations, hearing or any material litigation pending or threatened against the Station or any material damage to or destruction of any assets included or to be included in the Assets.

7. **COVENANTS AND AGREEMENTS OF BUYER**. Buyer covenants and agrees with Seller as follows:

7.1. **Negative Covenants**. Pending and prior to the Closing, Buyer will not take, or fail to take, any action that could be reasonably expected to disqualify Buyer as an assignee of the FCC Licenses, or as owner or operator of the Station and the Assets.

7.2. **Corporate Action**. Prior to the Closing, Buyer shall (i) take all necessary corporate action under federal law and under the law of any state having jurisdiction over Buyer to effectuate the transactions contemplated by this Agreement and (ii) notify Seller of any litigation or administrative proceeding pending or, to Buyer's knowledge, threatened against Buyer that challenges the transactions contemplated hereby.

7.3. **Qualifications**. In the event Buyer becomes aware of any facts or circumstances that might cause it to become unqualified to hold the FCC License for the Station, it will promptly notify Seller in writing thereof and use its reasonable best efforts to prevent and/or cure any such non-qualification or disqualification.

8. **CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE.** The obligations of Buyer to purchase the Assets and to proceed with the Closing are subject to the satisfaction at or prior to the Closing of each of the following conditions (unless waived in writing by Buyer):

8.1. **Representations and Covenants.** The representations and warranties of Seller made herein or in any schedule, agreement or instrument called for hereunder shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the Closing Date as though such representations and warranties were made on and as of such date; and Seller shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Seller prior to the Closing.

8.1. **Legal Proceedings.** No proceeding by or before any governmental authority shall have been instituted (and not subsequently dismissed, settled or otherwise terminated) that would (a) restrain, prohibit or invalidate the transactions contemplated by this Agreement, or (b) impose material restrictions, limitations or conditions with respect to Buyer's ownership of the Station or the Assets, other than an action or proceeding that is instituted or threatened by Buyer or is solicited or encouraged by, or instituted as a result of any act or omission of Buyer.

8.2. **FCC Consent.** The FCC shall have granted the FCC Consent without any conditions or modifications that are materially adverse to Buyer (except for any such conditions that are accepted by Buyer in writing), and no complaint, petition, protest, appeal, request or other filing shall be pending or, based upon Buyer's reasonable determination, threatened with respect to the FCC Consent.

9. **CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE.** The obligations of Seller to sell, transfer, convey and deliver the Assets and to proceed with the Closing are subject to the satisfaction at or prior to the Closing of each of the following conditions (unless waived in writing by Seller):

9.1. **Representations and Covenants.** The representations and warranties of Buyer made herein or in any agreement or instrument called for hereunder shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the Closing Date as though such representations and warranties were made on and as of such date; and Buyer shall have performed and complied in all material respects with all covenants and agreements required to be performed or complied with by Buyer prior to the Closing.

9.2. **Legal Proceedings.** No proceeding by or before any governmental authority shall have been instituted or threatened in a writing to Buyer or Seller (and not subsequently dismissed, settled or otherwise terminated) that would restrain, prohibit or invalidate the transactions contemplated by this Agreement, other than an action or proceeding that is instituted or threatened by Seller or is solicited or encouraged by, or instituted as a result of any act or omission of Seller.

9.3. **FCC Consent.** The FCC shall have granted the FCC Consent without any conditions or modifications that are materially adverse to Seller, and no complaint, petition, protest, appeal, request or other filing shall be pending or, based upon Seller's reasonable determination, threatened with respect to the FCC Consent.

10. **THE CLOSING; CLOSING DATE.**

10.1. **Closing.** The closing of the sale and purchase of the Assets as contemplated hereby (the "**Closing**") shall be held on a date to be agreed upon by Buyer and Seller, but in no event more than

ten (10) business days following the date the FCC Consent has become final (the “**Closing Date**”). The effective time of the Closing shall be 12:01 a.m. Station’s local time on the Closing Date (the “**Effective Time**”). The Closing shall take place on a date and time mutually acceptable to the Parties, with all documents that are to be delivered by Buyer and Seller at the Closing to be delivered to the other Party’s respective counsel prior to the Closing Date, and held in escrow by such counsel until the Closing occurs. For purposes of clarification only, and without affecting the terms and conditions of this Agreement, including the conditions to Closing, at Closing (unless otherwise agreed to by the Parties), in addition to any other actions provided for under this Agreement: Buyer shall pay the Purchase Price (plus or minus the adjustments provided for under this Agreement) and upon confirmation of receipt of the Purchase Price by Seller signature pages to the closing documents provided hereunder shall be released by Seller.

10.2. **Delivery by Seller.** At or before the Closing, Seller shall deliver to Buyer:

- (a) A Bill of Sale conveying to Buyer the tangible personal property included in the Assets, in substantially the form attached as Exhibit A, executed by Seller;
- (b) An Assignment and Assumption of FCC Licenses and Other Authorizations, in substantially the form attached as Exhibit B (the “**FCC Licenses Assignment Agreement**”), executed by Seller;
- (c) Officer’s Certificate’s. Seller shall have delivered a certificate signed by an authorized officer of Seller, to the effect that the conditions set forth herein have been satisfied;
- (d) Secretary’s Certificate. Seller shall have delivered to Buyer a copy of a resolution of the applicable governing body of Seller authorizing the sale of the Assets,
- (e) Joint escrow instructions to the Escrow Agent to release the Deposit to Seller, executed by Seller; and
- (a) such other instruments as may be reasonably required by the parties in order to consummate the transactions provided for in this Agreement.

10.3. **Delivery by Buyer.** At or before the Closing, Buyer shall deliver to Seller:

- (a) Purchase Price Payment. The cash due at Closing;
- (b) Transfer Documents. One (1) original counterpart signature page to the FCC Licenses Assignment Agreement, executed by Buyer;
- (c) Officer’s Certificate. Buyer shall have delivered a certificate signed by an authorized officer of Buyer, to the effect that the conditions set forth herein have been satisfied;
- (d) Secretary’s Certificate. Buyer shall have delivered to Seller a copy of a resolution of the applicable governing body of Buyer authorizing the purchase of the Assets;
- (e) Joint escrow instructions to the Escrow Agent to release the Deposit to Seller, executed by Buyer; and
- (f) such other instruments as may be reasonably required by the parties in order to consummate the transactions provided for in this Agreement.

9. **ADJUSTMENTS.** All income and expenses arising from the operation of the Station and affecting the Assets shall be prorated or allocated in cash between Buyer and Seller (the “**Adjustment**”) as of the Effective Time in accordance with the principle that Seller shall receive all revenue and be responsible for all expenses allocable to the period prior to the Effective Time, and Buyer shall receive all revenue and be responsible for all expenses allocable to the period after the Effective Time. Such allocations shall include property taxes, utility expenses arising from the operation of the Assets and other similar items. A statement of all such allocations, and of the net amount due from one Party to the other as a result thereof, shall be prepared by Buyer and delivered to Seller within thirty (30) days following the Closing. In the event of any dispute regarding the Adjustment, the amounts not in dispute shall be paid promptly after submission of such statement, and such disputes shall be resolved by an independent certified public accountant mutually acceptable to the Parties, the fees and expenses of whom shall be paid one-half by Seller and one-half by Buyer.

10. **POSSESSION AND CONTROL.** Between the date of this Agreement and the Closing, Buyer shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct, the operation of the Station, and such operation, including complete control and supervision of the Station’s programming, personnel and finances, shall be the sole responsibility of Seller; provided, however, that Buyer shall be entitled to inspect the Assets and install equipment as provided in Section 6.2 with the purpose that an uninterrupted and efficient transfer of ownership may be accomplished. On and after the Closing, Seller shall have no control over, or right to intervene or participate in, the operation of the Station, but Buyer will give Seller reasonable access to the books and records included in the Assets.

11. **RISK OF LOSS.**

11.1. The risk of loss or damage by fire or other casualty or cause to the Assets until the Closing shall be borne by Seller. In the event of a “material” (as defined in Section 11.2) loss or damage prior to the Closing, Seller shall notify Buyer within fifteen (15) business days after the occurrence of such material loss or damage that Seller either (a) elects to promptly restore, replace or repair the damaged assets to their previous condition at Seller’s sole cost and expense (a “**Restoration Election**”) or (b) makes an offer to reduce the Purchase Price to reflect Seller’s estimate of the reduction in value caused by such material loss or damage (“**Reduction Offer**”). Within ten (10) business days after receiving Seller’s notice (or if Seller fails to provide the notice required in the second sentence of this Section 11.1), Buyer shall have the right to (x) terminate this Agreement, (y) accept the Reduction Offer, in which case the Purchase Price shall be so reduced and the Closing shall proceed as set forth in this Agreement, or (z) if Seller makes a Restoration Election, defer the Closing Date until such restorations, replacements or repairs are made (provided that no such deferral shall affect the rights of the Parties to terminate this Agreement pursuant to Section 5). If Buyer defers the Closing Date and (i) if, on the date that would have been the Closing Date if no loss or damage had occurred or within thirty (30) days after the date that would have been the Closing Date (if, but only if, such loss or damage occurs within thirty (30) days prior to such date that would have been the Closing Date), Seller has not commenced, or made arrangements for, restoration, replacement or repair, or (ii) if, one hundred twenty (120) days after the event of such loss or damage, such restoration, replacement or repair is not completed, Buyer may, at its sole option, terminate this Agreement by written notice to Seller.

11.2. For purposes of this Section 11 only, loss or damage shall be deemed “material” if the cost to repair, replace, or restore the lost or damaged Assets exceeds Ten Thousand Dollars (\$10,000) or if it would prevent the Station from operating at its full licensed parameters for longer than 48 hours. In the event of a loss or damage to the Assets prior to the Closing that does not qualify as material hereunder, the Purchase Price shall be reduced by the cost to repair, replace or restore the lost or damaged Assets; provided however, that nothing in this Section 11 shall affect Buyer’s rights under Section 8.

11.3. 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 11, the disagreement shall be referred to a qualified member of the Association of Federal Communications Consulting Engineers or the Society of Broadcast Engineers 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.

12. INDEMNIFICATION.

12.1. **Indemnification by Seller.** Subject to the conditions and provisions of this Section 14.1 and Section 14.3, Seller agrees to indemnify, defend and hold harmless Buyer, its subsidiary, related and affiliated companies, from and against all claims, actions, causes of action, suits, losses, damages, liabilities, costs and expenses (including with respect to Claims (as defined in Section 12.3) only, reasonable attorneys' fees and disbursements) (collectively "**Losses**") asserted against, imposed upon or incurred by Buyer, directly or indirectly, by reason of or resulting from: (a) any liability or obligation of or claim against Seller not expressly assumed by Buyer hereunder involving events or circumstances occurring prior to the Closing Date, arising out of, relating to or resulting from the Assets or Seller's operation of the Station; or (b) any misrepresentation or breach of the representations and warranties of Seller contained in or made pursuant to this Agreement. In no event shall Seller's aggregate liability under subsection (b) above exceed the Purchase Price.

12.2. **Indemnification by Buyer.** Subject to the conditions and provisions of this Section 12.2 and Section 12.3, Buyer hereby agrees to indemnify, defend and hold harmless Seller, its subsidiary, related and affiliated companies from and against all Losses asserted against, imposed upon or incurred by Seller, directly or indirectly, by reason of or resulting from: (a) any Claims involving events or circumstances occurring on or after the Closing Date arising out of, relating to or resulting from the Assets or Buyer's business or its operation of the Station; or (b) any misrepresentation or breach of the representations and warranties of Buyer contained in or made pursuant to this Agreement. In no event shall Buyer's aggregate liability under subsection (b) above exceed the Purchase Price.

12.3. **Conditions of Indemnification.** The obligations and liabilities of Seller and of Buyer hereunder with respect to their respective indemnities pursuant to this Section 12, resulting from any claim or other assertion of liability by third parties ("**Claims**"), shall be subject to the following terms and conditions:

(a) Any Party seeking indemnification under this Section 12, may only assert their respective indemnity up to twelve (12) months after the Closing Date and thereafter any such claims for indemnification shall be forever banned.

(b) The Party seeking indemnification (the "**Indemnified Party**") must give the other Party (the "**Indemnifying Party**") notice of any such Claim promptly after the Indemnified Party receives notice thereof; provided that the failure to notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that it may have to the Indemnified Party except to the extent that the Indemnifying Party demonstrates that the defense of such action is prejudiced by the Indemnified Party's failure to give such notice. Any notice of a Claim shall be accompanied by evidence demonstrating the Indemnified Party's right or possible right to indemnification, including copies of supporting documents relevant thereto.

(c) The Indemnifying Party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense of such Claim.

(d) In the event that the Indemnifying Party shall elect not to undertake such defense, or within ten (10) business days after notice of any such Claim from the Indemnified Party shall fail to defend, the Indemnified Party (upon further written notice to the Indemnifying Party) shall have the right to undertake the defense, 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 such Claim at any time prior to settlement, compromise or final determination thereof).

(e) Notwithstanding anything in this Section 12.3 to the contrary: (i) if there is a reasonable probability that a Claim may materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, then the Indemnified Party shall have the right, at its own cost and expense, to participate in the defense, 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 that 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 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 with respect to such Claim.

(f) After the Closing, the rights of the Parties under this Section 12 shall be the sole and exclusive remedy of the Parties for the matters described in Sections 12.1 and 12.2; provided however, that the foregoing limitation shall not apply to fraud.

13. **SPECIFIC PERFORMANCE.** Seller acknowledges that the Assets to be sold and delivered to Buyer pursuant to this Agreement are unique and that Buyer has no adequate remedy at law if Seller shall fail to perform its obligations to proceed to the Closing hereunder. Buyer shall therefore be entitled, in addition to any other remedies that may be available to it, to obtain specific performance of the terms of this Agreement prior to Closing. If any action is brought by Buyer to enforce this Agreement prior to Closing, Seller shall waive the defense that there is an adequate remedy at law.

14. **FURTHER ASSURANCES.** Each of the Parties agrees that it will, at any time, prior to, at or after Closing, take or cause to be taken such further actions, and execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and obtain such consents, as may reasonably be necessary or reasonably requested in connection with the consummation of the purchase and sale contemplated by this Agreement or in order to fully effectuate the purposes, terms and conditions of this Agreement. In the event that Buyer receives any correspondence, checks or other remittances on or after the Closing Date in respect of the Excluded Assets, Buyer shall promptly deliver over to Seller all such correspondence, checks and other remittances. In the event that Seller receives any correspondence, checks or other remittances on or after the Closing Date in respect of Buyer's operation of the Station or the Assets, Seller shall promptly deliver over to Buyer all such correspondence, checks and other remittances.

15. **PUBLIC ANNOUNCEMENTS.** On and after the date hereof and through the Closing Date, the Parties shall consult with each other before issuing any press release or otherwise making any public statements with respect to this Agreement or the transactions contemplated hereby, and neither Party shall issue any press release or make any public statement prior to obtaining the other Party's written approval, which approval shall not be unreasonably withheld, except that no such approval shall be

necessary in connection with the FCC Application or to the extent disclosure may be required by applicable law or any securities exchange listing agreement.

16. **BROKERS.** Each of Seller and Buyer represents to the other that it has not retained any broker or person in connection with the transactions contemplated by this Agreement. Seller and Buyer agrees to indemnify the other against any claims asserted against Buyer or Seller for any such fees or commissions by any person purporting to act or to have acted for or on behalf of Seller or Buyer. Notwithstanding any other provision of this Agreement, this representation and warranty shall survive the Closing Date without limitation.

17. **EXPENSES.** Each Party shall pay its own expenses incurred in connection with this Agreement and in the preparation for and consummation of the transactions provided for herein, including the FCC filing fee.

18. **SCHEDULES AND EXHIBITS.** Any item set forth on or in any Schedule to this Agreement shall be incorporated by reference into this Agreement. Any information disclosed in any Schedule shall be deemed to have been disclosed pursuant to all other Schedules to this Agreement.

19. **NOTICES.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally or if by email, (b) on the first business day following the date of dispatch if delivered utilizing a next-day service by a recognized overnight courier or (c) on the earlier of confirmed receipt or the fifth (5th) business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

If to Buyer:

Dennis Jackson
The Ridgefield Broadcasting Corporation
5503 SW 6th Ave.
Cape Coral, FL 33914
Email: wwdj@optimum.net

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

Allan G. Moskowitz, Esq.
10845 Tuckahoe Way
North Potomac, MD 20878
Email: amoskowitz@amoskowitzlaw.com

If to Seller:

WAMC
318 Central Ave.
Albany, NY
Attention: Dr. Alan Chartock
Email: achartock@wamc.org

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

Derek Teslik
Gray Miller Persh LLP
2233 Wisconsin Ave., NW

Suite 226
Washington, D.C. 20007
Email: dteslik@graymillerpersh.com

20. **WAIVER.** Except as otherwise provided in this Agreement, no delay or failure on the part of any Party in exercising any right, power or privilege under this Agreement or under any other instrument or document given in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of any such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any Party unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

21. **ASSIGNMENT AND BENEFIT.** No Party shall assign this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the non-assigning Party, which shall not be unreasonably withheld; and any purported assignment contrary to the terms hereof shall be null, void and of no force and effect. In no event shall any assignment by either Party of its respective rights and obligations under this Agreement, whether before or after the Closing, release that Party from its liabilities hereunder. No person or entity other than the Parties is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the Parties, and the covenants and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties or their respective successors and assigns as permitted hereunder.

22. **CONSTRUCTION.** This Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut, excluding the conflicts of law principles thereof. Any reference to an article, section or subsection shall be to a provision of this Agreement, unless specifically stated otherwise.

23. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement, including the Schedules and Exhibits hereto and other instruments and documents referred to or delivered, contain the entire agreement among the Parties with respect to the subject matter and supersede all prior oral or written agreements, commitments or understandings with respect to such matters. No amendment, modification or discharge of this Agreement shall be valid or binding unless in writing and executed by Buyer and Seller.

24. **HEADINGS.** The headings of the sections and subsections contained in this Agreement are inserted for convenience only and do not form a part or affect the meaning, construction or scope of the sections and subsections.

25. **SIGNATURES.** This Agreement may be executed by facsimile or electronically delivered signature, which shall constitute an original signature for all purposes. This Agreement may be executed in separate counterparts, none of which need contain the signature of all Parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than the number of counterparts containing the respective signatures of, or on behalf of, all of the Parties.

26. **SECTION 73.1150 CERTIFICATION:** The Seller and the Buyer agree that the Seller has retained no rights of reversion of the respective Station's FCC license and associated authorizations, no right to the reassignment of the license and associated authorizations in the future, and has not reserved the right to use the facilities of such Station in the future for any reason whatsoever

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered in its name on its behalf, all as of the day and year first above written.

SELLER:

THE RIDGEFIELD BROADCASTING CORPORATION

By: _____
Name: Dennis Jackson
Its: President

BUYER:

WAMC

By: _____
Name: Dr. Alan Chartock
Its: President & CEO