

## **Transaction Documents**

Copies of the Asset Purchase Agreement and Time Brokerage Agreement between Sunrise Broadcasting LLC and Civic Media, Inc. are submitted with this exhibit. The following schedules has been omitted:

Asset Purchase Agreement:

- Schedule 1.1(a) – FCC Licenses
- Schedule 1.1(b) – Tangible Personal Property
- Schedule 1.1(d) – Owned and Leased Real Property
- Schedule 1.1(e) – Intangible Personal Property
- Schedule 2.1 – Excluded Assets
- Schedule 2.1 – Assumed Contracts
- Schedule 4.3 – Required Contract Consents
- Schedule 4.3(b) – Conflicts
- Schedule 4.6 – Litigation

Time Brokerage Agreement:

- Schedule A (Monthly Fee)

Escrow Agreement, which provided for delivery of escrow by wire to the Escrow Agent, excluded.

The excluded schedules and document contains proprietary information, is not germane to the Commission's consideration of this application, or is duplicate information already included in the application or in the possession of the Commission. *See Luj, Inc. and Long Nine, Inc.*, 17 FCC Rcd 16980 (2002). Copies of the excluded portions of the documents will be provided to the Commission upon request, subject to the right of the parties to ask that the material submitted be held in confidence and not made available for public inspection pursuant to applicable rules and policies of the Commission that restrict public access to confidential and proprietary information.

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of July 8, 2022, between **Sunrise Broadcasting LLC** (“Seller”) and **Civic Media, Inc.** (“Buyer”).

### RECITALS

**WHEREAS**, Sunrise Broadcasting LLC owns and operates standard broadcast station WXCO, Facility ID 59611, Wausau, WI, and FM Translator W255DN, Facility ID 200651, Wausau, WI (each a “Station” and collectively the hereinafter “the Stations”) and owns the WXCO’s transmitting site; and,

**WHEREAS**, Seller owns or holds certain tangible and intangible assets, including certain licenses, permits and authorizations issued by the Federal Communications Commission (the “FCC”), used or useful in the operation and ownership of the Stations.

**WHEREAS**, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, certain of the assets of Seller used in the ownership and operation of the Stations.

**WHEREAS**, the acquisition of the Stations is subject to prior approval of the Federal Communications Commission (“FCC”).

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

### 1. PURCHASE AND SALE OF ASSETS

**1.1 Assets to be Transferred.** Subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined), Seller shall sell, transfer, convey, assign, and deliver to Buyer, free and clear of any and all Liens (as defined below), except for Permitted Liens (as defined below), and Buyer shall purchase and accept the following assets of Seller that relate to the ownership and operation of the Stations, together with all rights and privileges associated with such assets and with the ownership of the Stations as follows (collectively the “Purchased Assets”):

(a) Licenses, Permits and Authorizations. All licenses, permits, and authorizations issued or granted by the FCC to Seller for the operation of the Stations or used in connection with the operation of the Stations described in Schedule 1.1(a) attached hereto (the “FCC Authorizations”), and all other licenses, permits and authorizations issued to Seller by any other governmental entity in connection with the ownership and operation of the Stations (collectively with the FCC Authorizations, the “Licenses”);

- (b) Tangible Personal Property. The items of tangible personal property owned, by Seller that are used in operation of the Stations which are described or listed in Schedule 1.1(b) attached hereto;
- (c) Books and Records. All of Seller's rights in and to the Station WXCO's public inspection files (excluding records relating to any Excluded Asset (as hereinafter defined));
- (d) Real Property. All right, title, and interest of Seller in the real estate owned and leased by Seller and used in the operation of the WXCO, as listed and described on Schedule 1.1(d), including but not limited to the transmitting site for the WXCO to be assigned to Buyer without any material conditions adverse to Buyer (the "Owned Real Property") and the parcel leased from Northway Communications and used as the tower site for W255DN (the "Leased Real Property"). A description of the Owned Real Property is attached hereto on Schedule 1.1(d)(i) and a copy of the lease for the Leased Real Property is attached at Schedule 1.1(d)(ii) (the Owned Real Property and the Leased Real Property collectively referred to herein as the "Real Property");
- (e) Intangible Personal Property. All items of intangible personal property owned, leased or held by Seller and used in connection with operation of the Stations including those described or listed in Schedule 1.1(e) attached hereto
- (f) Goodwill. All of Seller's goodwill in, and going concern value of, the Station, if any.

**1.2 Excluded Assets.** It is understood and agreed that the following assets (the "Excluded Assets") shall not be included among the Purchased Assets and shall not be acquired by Buyer as part of the transactions provided for herein:

- (a) Cash. Any and all cash, cash equivalents, cash deposits to secure contract obligations, all inter-company receivables from any affiliate of Seller and all other accounts receivable, bank deposits and securities held by Seller in respect of the Stations at the Closing Date.
- (b) WJMT and WAVL assets. Equipment and other assets used solely in the operation of Seller stations WJMT/W242CZ, Merrill, WI and WAVL(FM), Rothschild, WI and currently located at the Owned Real Property or the Leased Real Property, all of which assets shall be removed by Seller at its own cost and expense prior to the closing.
- (c) Tax Refunds. Any claims, rights and interests in and to any refunds of taxes for periods prior to the Closing Date;
- (d) Company Records. All records relating to the Excluded Assets described in this Section 1.2 and to Seller's accounts payable and general ledger records;
- (e) Insurance, etc. Any insurance policies and proceeds thereof, promissory notes, bonds, certificates of deposits or other similar items and cash surrender value in regard thereto, and any claims against insurers;

- (f) Benefit Plans. Any pension, profit-sharing, or employee benefits plans;
- (g) Miscellaneous Contracts. Any agreements, including employment contracts or any obligations for any personnel working at the Stations, not included among the Contracts listed on Schedule 2.1;
- (h) Financial Records. All of Seller's tax returns and supporting materials, all original financial statements and supporting materials, all books and records that Seller is required by law to retain, and all records of Seller relating to the sale of the Purchased Assets; and
- (i) Corporate Records. Seller's corporate records except the Books and Records of the Stations.
- (j) Accounts Receivable. All accounts receivable, notes receivable and other monies or barter due to Seller for sales and deliveries of goods, performance of services, sale of advertisements, broadcast time and programming and other business transactions related to the Station attributable to the period prior to Closing.
- (k) Insurance. Any insurance policies, intercompany accounts, promissory notes, amounts due from employees, bonds, letters of credit, or other similar items, any cash surrender value in regard thereto of Seller, and any proceeds from insurance claims made by Seller relating to property or equipment included in the Station Assets that has been repaired, replaced or restored by Seller prior to the Closing Date;
- (l) Benefit Plans. Any pension, profit-sharing or cash or deferred (Section 401(k)) plans and trusts and assets thereof, or any other employee benefit plan or arrangement, and the assets thereof;
- (m) Tax Refunds. Any interest in and to any refunds of federal, state or local franchise, income or other taxes of Seller for taxes incurred and actually paid by Seller prior to the Closing;
- (n) Tangible personal property itemized on Schedule 1.2.

## 2. ASSUMPTION OF LIABILITIES

**2.1 Liabilities to be Assumed.** Buyer agrees to assume and timely perform all obligations and liabilities related to the Purchased Assets arising on or after the Closing Date. No expense, debt or liability of Seller, of any nature whatsoever, shall be assumed by Buyer unless said assumption is set forth in this Agreement, or in any separate written agreements executed by both Buyer and Seller. Attached hereto as "**Schedule 2.1**" is a list of all new or pre-existing contracts, agreements and obligations relating to the operation of the Stations, including the lease for the Leased Real Property, that Buyer agrees to execute or assume at Closing ("Assumed Contracts"). Prior to Closing, both the Seller and Buyer agree to take all actions that are necessary to obtain any consents necessary for the assumption of such obligations so that such matters may be effectuated at or before the Closing. However, should any such contract not be validly

assigned and Buyer not receive the full benefit of all of Seller's rights under it, Buyer shall (i) assume Seller's liabilities only to the extent Buyer obtains such rights and benefits, or (ii) have the right to terminate this Agreement without penalty.

**2.2 Liabilities Not to be Assumed.** Except as and to the extent specifically set forth in Section 2.1 and Schedule 2.1 of this Agreement, Buyer is not assuming any liabilities of Seller, and all such liabilities shall be and remain the responsibility of Seller ("Excluded Liabilities"). Without limiting the generality of the foregoing, Seller shall retain and perform all obligations and liabilities related to any employees providing services to the Stations, incurred on or prior to the Closing Date, including, without limitation, any obligations that may arise as the result of the consummation of the transactions contemplated by this Agreement.

### **3. PURCHASE PRICE/CONSIDERATION; PAYMENT; ALLOCATION**

**3.1 Purchase Price and Method of Payment.** The purchase price for the Stations is Four Hundred Thousand Dollars (\$400,000.00), subject to prorations and adjustments pursuant to Section 3.4 of this Agreement, ("Purchase Price") which shall be paid by Seller to Buyer in the following manner:

(a) Down Payment. Upon execution and delivery of this Agreement, Buyer shall deposit with the Escrow (as defined below), the amount of Forty Thousand Dollars (\$40,000.00) (the "Escrow Deposit"). The Escrow Deposit shall be held by Duerst Law Offices, S.C. as Escrow Agent in its IOLTA Trust Account for the benefit of Buyer and Seller and pursuant to the terms of the Escrow Agreement to be entered into concurrently with this Agreement. Escrow Agent shall disperse the Escrow Deposit in accordance with the Escrow Agreement entered into by Seller, Buyer and Escrow Agent as of the date of this Agreement.

(b) Payments at Closing; Release of Escrow Deposit. At Closing, Buyer and Seller shall provide joint written instructions to the Escrow Agent to disperse the \$40,000 escrow deposit to Seller, and Buyer shall also pay Seller the sum of Three Hundred Sixty Thousand Dollars (\$360,000.00) in the form of a bank check or wired funds. In the event Seller unilaterally terminates the Asset Purchase Agreement under Section 14.2(b) therein, then such escrowed monies shall be released to Buyer. In the event the sale of the Stations is approved by the FCC but does not consummate as a result of Buyer's default or there is a termination that is not covered by Section 14, then the Escrow Deposit shall be released to Seller as liquidated damages.

### **3.2 Noncompetition and Consulting Agreements.**

(a) As consideration for transactions provided for herein, for a period not to exceed twenty-four (24) consecutive months commencing August 1, 2022, Seller agrees not to broadcast Wausau, WI, area high school (defined as Wausau East High School, Wausau West High School, DC Everest High School, Marathon High School, Newman Catholic High School and Central Wisconsin Storm Hockey) sport events/programming or sell advertising sponsorships for Wausau, WI, area high school sports

events/programming to any advertiser listed on Schedule 3.2 attached hereto. In the event that Buyer elects not to assume any such account listed on Schedule 3.2 for Wausau, WI, area high school sports broadcasts/programming during the subject 24-month period, then Seller may broadcast such programming and sell sponsor advertising with Buyer's consent.

Notwithstanding the foregoing, during the subject 24-month period, Seller may broadcast Merrill High School sports events and sell sponsor advertising for Merrill High School sports events and related programming without restriction for broadcast on radio station WJMT to those advertisers listed on Schedule 3.2 and highlighted in yellow as currently purchasing high school sports sponsor advertising on radio stations WXCO and WJMT.

(b) Seller agrees to be available to consult with Buyer and assist with transition for a period of three (3) consecutive months following Closing on an available-by-phone basis.

**3.3 Promotional Spots on WJMT and WAVL.** Seller will provide and air on each of Seller owned stations WJMT and WAVL between Closing and December 31, 2022 two hundred-fifty (250) promotional spots for Buyer. The Parties agree to cooperate to develop such spots to be aired on WJMT and WAVL and on the timing of airing such spots.

**3.4 Prorations and Adjustments.** Except as otherwise provided herein, all prepaid income and accrued but unpaid expenses arising from the conduct of the business and operations of the Stations shall be prorated between Buyer and Seller as of 12:00 a.m. local time on the Closing Date. Such prorations shall include, without limitation, all ad valorem and other taxes, business and license fees, rents, FCC regulatory fees, and similar prepaid and deferred items. The prorations and adjustments contemplated by this Section 3.4 shall be made to the extent practicable at the Closing, and to the extent not made at the Closing shall be made within sixty (60) consecutive calendar days after the Closing Date. Promptly following agreement or final determination regarding the prorations contemplated by this Section 3.4, which are not reflected by an adjustment to the Purchase Price, a cash payment in respect of such prorations shall be made by Seller to Buyer or by Buyer to Seller, as the case may be.

**3.5 Allocation of Purchase Price.** The aggregate Purchase Price (including the assumption by Buyer of the Assumed Liabilities, if any) shall be allocated among the Purchased Assets for tax purposes in accordance with Schedule 3.5. Sellers and Buyer will follow and use such allocation in all tax returns, filings or other related reports made by them to any governmental agencies.

#### **4. REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller makes the following representations and warranties to Buyer, each of which is true and correct on the date hereof, shall remain true and correct to and including the Closing Date, and shall survive the Closing of the transactions provided for herein as specified in Article 15 of this Agreement.

#### **4.1 Organization and Power.**

(a) Organization. Seller is a for-profit limited liability company duly organized, validly existing and in good standing under the laws of the State of Wisconsin.

(b) Power. Seller has all requisite power and authority to own, operate and lease its properties, to carry on its business as and where such is now being conducted, to enter into this Agreement and the other documents and instruments to be executed and delivered by Seller pursuant hereto and to carry out the transactions contemplated hereby and thereby.

**4.2 Authority.** The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Seller pursuant hereto and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action of Seller. No other or further act or proceeding on the part of Seller is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by Seller pursuant hereto or the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by Seller pursuant hereto will constitute, valid binding agreements of Seller, enforceable in accordance with their respective terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.

#### **4.3 Required Consents; No Conflicts.**

(a) Each of the Assumed Contracts, including the lease for the Leased Real Property, is in full force and effect and constitutes a legal, valid and binding obligation of Seller and, to the knowledge of Seller, of each other party thereto. No party to any such Assumed Contract is in default thereunder, and no event has occurred which (with or without notice, lapse of time, or the happening of any other event) would constitute a default thereunder. All accrued and currently payable amounts due from Seller under any Assumed Contract have been paid, except where a good faith claim has been raised by Seller. Buyer will not be required to pay any form of fee in connection with the assignment of any Assumed Contract.

(b) Except as set forth in Schedule 4.3(a) or in connection with the filings referred to in Section 6.1 and Section 6.2, the execution, delivery and performance by the Seller of this Agreement or any of the agreements to be delivered in connection herewith will not require the consent, approval, authorization or permit of, or filing with, or notification to any Governmental Entity, except (i) as have been obtained or will be obtained or have occurred prior to the Closing, and (ii) those the absence of which will not be reasonably expected to have a material adverse effect on the Stations or its business.

(c) Except as set forth in Schedule 4.3(b), the execution and delivery of this Agreement or any of the agreements to be delivered in connection herewith, the fulfillment of and the compliance with the respective terms and provisions of each, and the consummation of the transactions described in each, do not and will not (i) conflict, in any material respects, with or violate any Law applicable to or affecting Seller, the Stations or the Purchased Assets, (ii) conflict, in any material respects, with or result in any material

breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under any Contract to which Seller is a party or by which Seller is bound or to which any of the Purchased Assets or the Stations is subject or affected (except certain of the Contracts may be assigned only with the consent of third parties as set forth in Schedule 4.3(b)), or result in the creation of any Lien upon the Purchased Assets, or (iii) conflict with or violate the organizational documents of Seller.

**4.4 Absence of Certain Changes.** Except as and to the extent set forth in Schedule 4.4 attached hereto, there has not been (i) any sale, lease or other transfer or disposition of any of the Purchased Assets, except for the sale of items in the ordinary course of business; or (ii) any other event or condition not in the ordinary course of business relating to the Stations that would have a material adverse effect on the Stations as they are presently operated.

**4.5 Absence of Undisclosed Liabilities.** Seller does not have any Liabilities relating to the operation of the Stations other than commercial liabilities and obligations incurred in the ordinary course of business and consistent with past practice and none of which has or will have a material adverse effect on the business or results of operations of the Stations, and none of which shall be assumed or payable by Buyer. The Purchased Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements, equipment leases, and other liens, liabilities, and encumbrances of every kind and nature (“Liens”), other than for taxes not yet due and payable, Liens that shall be discharged prior to Closing, and Buyer’s obligations to perform on and after the Closing Date the obligations arising under the Assumed Contracts and other Station Assets (“Permitted Liens”).

**4.6 No Litigation.** Except as set forth in Schedule 4.6 attached hereto, there is no Litigation pending or, to the best of Seller’s knowledge, threatened against Seller relating to its ownership and operation of the Stations, or any of the Purchased Assets, nor does Seller know, or have grounds to know, of any basis for any Litigation.

**4.7 FCC Authorizations.** Seller is the holder of the FCC Authorizations listed on Schedule 1.1(a), and the FCC Authorizations (i) are valid, in good standing and in full force and effect and constitute all of the licenses, permits and authorizations required by the Act, the Rules and Regulations of the FCC for, or used in, the operation of the Stations as now operated, and (ii) constitute all the licenses and authorizations issued by the FCC to Seller for or in connection with the current operation of the Stations. Seller has no knowledge of any condition imposed by the FCC as part of any FCC Authorization which is neither set forth on the face thereof as issued by the FCC nor contained in the Rules and Regulations applicable generally to the Stations of the type, nature, class or location of the Stations. Each of the Stations is being operated in material compliance with the terms and conditions of the FCC Authorizations applicable to it and in accordance with the Rules and Regulations. No proceedings are pending or, to the knowledge of the Seller, are threatened which may result in the revocation, modification, non-renewal or suspension of any of the FCC Authorizations, the denial of any pending applications, the issuance of any cease and desist order or the imposition of any fines, forfeitures or other administrative actions by the FCC with respect to either Station or its operation, other than proceedings affecting the radio broadcasting industry in general. Seller has complied in all material

respects with all requirements to file reports, applications and other documents with the FCC (including the registration of Seller's towers, if required) with respect to the Stations, and all such reports, applications and documents are true and correct in all material respects. Seller has no knowledge of any matters (i) which could reasonably be expected to result in the suspension or revocation of or the refusal to renew any of the FCC Authorizations or the imposition of any fines or forfeitures by the FCC, or (ii) against Seller which could reasonably be expected to result in the FCC's refusal to grant approval of the assignment to Buyer of the FCC Authorizations or the imposition of any Material Adverse Condition in connection with approval of such assignment. A Material Adverse Condition is a condition that would materially restrict, limit, increase the cost or burden of or otherwise adversely affect or materially impair the right of Buyer to ownership, use, control, enjoyment or operation of the Stations or the proceeds therefrom; provided, however, that any condition which requires that the Stations be operated in accordance with a condition similar to those contained in the present FCC Authorizations issued for operation of the Stations, shall not be materially adverse. There are not any unsatisfied or otherwise outstanding citations issued by the FCC with respect to the either Station or its operation.

**4.8 Title and Condition of Purchased Assets.** Seller owns and has, and will have on the Closing Date, good and marketable title to the Purchased Assets. Seller has no indebtedness which is secured by the Station Assets or restricts the ability of Seller to transfer the Station Assets to Buyer hereunder. The Purchased Assets are in good operating condition and repair, subject only to ordinary wear and tear. There is no change in the zoning or building ordinances directly affecting Real Property or leasehold interests included in the Purchased Assets, pending or, to the Seller's knowledge, threatened. With respect to the transmitting facilities of the Stations located on the Real Property, all towers, guy wire, anchors, ground systems and all other structures are located entirely within the confines of the Real Property. The Real Property is freely accessible directly from public streets, or, if not, any use of adjoining private land to access the same is done in accordance with valid easements of record. Any such easements are now, and on the Closing Date will be, in full force and effect and assignable to Buyer pursuant to this Agreement.

**4.9 Owned Real Property.** Seller has good and marketable fee simple title to the parcel of Owned Real Property listed on Schedule 1.1(d) free and clear of any Liens except for Permitted Liens. Seller has obtained and delivered a Wisconsin Commercial Real Estate Condition Disclosure Report dated June 20, 2022, which is incorporated herein and made a part hereof by reference. Buyer, at its sole option, may obtain at least twenty days prior to the Closing a survey of the Owned Real Property included in the Purchased Assets and Seller shall reimburse Buyer's out-of-pocket expense for such survey up to an amount not to exceed Five Hundred (\$500.00) Dollars. Seller shall obtain and deliver to Buyer at least twenty days prior to the Closing a commitment to issue an owner's policy of title insurance from a title company acceptable to Buyer for the Owned Real Property included in the Purchased Assets, which title policy shall be in form and substance satisfactory to Buyer. After delivery of the title insurance commitment, the Buyer shall have ten (10) days to examine said title insurance commitment and notify the Seller in writing of any objections thereto. If there be an objections, Seller shall furnish to Buyer a new or amended title insurance commitment satisfying any such objections. The costs for the issuance of the title insurance commitment and policy shall be the responsibility of Seller. Seller shall allow Buyer, at its own option, cost and expense, to have conducted a Phase I environmental study of the Owned Real Property within 30 days of the date of this Agreement. Within fifteen (15) days after Buyer's receipt of the Phase I Study, if the Phase I indicates

environmental conditions may exist on, under or affect the Owned Real Property and Buyer reasonably concludes that such environmental conditions would constitute a material violation or breach of Seller's representations and warranties contained in this Agreement and the cost of removal, correction or remedy of the environmental conditions exceeds Ten Thousand Dollars (\$10,000) in order to make Seller's representations in this Agreement materially true and accurate, then notwithstanding any other provisions of this Agreement to the contrary, (a) Seller shall perform such work at the Seller's cost provided that the cost of such work shall in no event exceed twenty thousand dollars (\$20,000), or (b) either Buyer shall have the option to terminate the Agreement upon written notice to the other party.

**4.9 Environmental.** To Seller's actual knowledge without investigation, no hazardous or toxic substance or waste regulated under any applicable environmental, health or safety law has been generated, stored, transported or released on, in, from or to the Real Property included in the Purchased Assets. To Seller's knowledge, Seller has complied in all material respects with all environmental, health and safety laws applicable to the Real Property and the Stations.

**4.10 Hazardous Materials.** To Seller's actual knowledge without investigation, no hazardous or toxic materials (as hereinafter defined) exist in any structure located on, or exist on or under the surface of, any of the real property or equipment to be conveyed to or leased by Buyer. For purposes of this Agreement, "hazardous or toxic material" shall mean waste, substances, materials, smoke, gas, pollutants, contaminants, asbestos or asbestos related products, PCB's, petroleum, crude oil (or any fraction or distillate thereof) or particular matter designated as hazardous, toxic or dangerous, or requiring special handling, treatment or storage whether or not designated hazardous, toxic or dangerous under any environmental laws. For purposes of this Agreement "environmental law" shall be interpreted to mean the Comprehensive Environmental Response Compensation and Liability Act, any successor to such law, and/or any other applicable federal, state, or local environmental, health or safety law, rule or regulation concerning the treating, producing, handling, storing, releasing, spilling, leaking, pumping, pouring, emitting, or dumping of any waste, substance, materials, smoke, gas or particulate matter or imposing liability or standards in connection therewith.

**4.11 Compliance with Laws.** Seller has operated and is operating the Stations in material compliance with all laws, regulations, and governmental orders applicable to the operation of the Stations. Seller has not received any notice asserting any noncompliance with any applicable statute, rule, or regulation, in connection with the operation of the Stations, and, no investigation is pending or, to Seller's knowledge, threatened regarding any such matter.

**4.12 Employees.** Seller is not a party or subject to any labor union or collective bargaining agreements. Seller, in the operation of the Stations, has complied in all material respects with all applicable laws, rules and regulations relating to the employment of labor, including those related to wages, hours, collective bargaining, occupational safety, discrimination, and the payment of social security and other payroll-related taxes, and it has not received any notice alleging that it has failed to comply in any material respect with any such laws, rules or regulations. Seller acknowledges and agrees that Buyer has no obligation to offer employment to any employee of Seller or the Stations and will assume no post-closing liability with respect to any such employee or for any such employee's benefits of any kind or nature, except

to the extent that Buyer shall offer employment to any such employee and then only from and after the time at which such offer shall have been extended, and accepted by such employee, and subject to the terms and conditions thereof.

**4.13 Taxes.** Seller has filed all federal, state, local and foreign income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies, and losses required to be paid with respect to the Stations.

**4.12 Broker Commission or Finder's Fees.** Seller represents and warrants that no person or party brokered this transaction, and that neither the Seller nor Buyer has an obligation to pay a broker's fee upon the consummation of this transaction.

**4.13 Insurance.** Seller maintains insurance policies or other arrangements with respect to the Stations and the Purchased Assets and will maintain such policies or arrangements until the closing.

**4.14 No Third-Party Options.** There are no existing agreements with, operations or rights of, or commitments to any person other than Buyer to acquire any of the Purchased Assets or any interest therein or in the Stations. Seller hereby agrees to indemnify, defend and hold harmless Buyer from and against all third-party option claims that may be asserted against Seller and Buyer with regard to the transaction contemplated by this Agreement.

**4.15 Disclosure.** No representation or warranty by Seller in this Agreement, nor any statement, certificate, schedule, document or exhibit hereto furnished or to be furnished by or on behalf of Seller pursuant to this Agreement or in connection with transactions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading. All statements and information contained in any certificate, instrument, or signed document delivered by or on behalf of Seller shall be deemed representations and warranties by Seller.

## **5. REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer makes the following representations and warranties to Seller, each of which is true and correct on the date hereof, shall remain true and correct to and including the Closing Date and shall survive the Closing of the transactions provided for herein as specified in Article 15 of this Agreement.

### **5.1 Organization and Power.**

(a) Organization. Buyer is a for-profit, public benefit corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and on the Closing Date will be duly authorized to conduct business in the state of Wisconsin.

(b) **Power.** Buyer has all requisite power to enter into this Agreement and the other documents and instruments to be executed and delivered by Buyer and to carry out the transactions contemplated hereby and thereby.

**5.2 Authority.** The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by Buyer pursuant hereto and the consummation of the transaction contemplated hereby and thereby have been duly authorized by Buyer. No other act or proceeding on the part of Buyer is necessary to authorize this Agreement or the other documents and instruments to be executed and delivered by Buyer pursuant hereto or the consummation of the transactions contemplated hereby and thereby. This Agreement constitutes, and when executed and delivered, the other documents and instruments to be executed and delivered by Buyer pursuant hereto will constitute, valid and binding agreements of Buyer, enforceable in accordance with their respective terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.

**5.3 Broker Commission or Finder's Fee.** Buyer is not obligated to pay a broker's fee or a finder's fee to any person or party with regard to this transaction.

**5.4 Disclosure.** No representation or warranty by Buyer in this Agreement, nor any statement, certificate, schedule, document or exhibit hereto furnished or to be furnished by or on behalf of Buyer pursuant to this Agreement or in connection with the transactions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading. All statements and information contained in any certificate, instrument, or signed document delivered by or on behalf of Buyer shall be deemed representations and warranties by Buyer.

**5.5 Qualifications as a Broadcast Licensee.** Buyer is legally, financially and otherwise qualified under the Communications Act of 1934, as amended, and the existing rules, regulations and published policies of the FCC (collectively, "FCC Laws"), to acquire and operate the Stations. Acquisition of the FCC Authorizations by Buyer complies with the Communications Act and the rules, regulations and policies of the FCC with respect to multiple ownership as they exist on the date of this Agreement.

**5.6 No Conflicts.** The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto do not conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent. There are no facts known to Buyer that would delay the consummation of the transactions contemplated by this Agreement.

**5.7 Litigation.** There is no Litigation pending or, to Buyer's knowledge, threatened against or affecting Buyer that would materially adversely affect or prevent the consummation of the transactions contemplated hereby, nor is Buyer subject to any order of any court or governmental entity that would

materially adversely affect or prevent consummation of the transactions contemplated hereby, other than those of general applicability.

5.8 Real Property Condition. Buyer acknowledges that it has been provided an opportunity to independently inspect and investigate the Real Property and its improvements and has received from Seller and reviewed that certain Wisconsin Commercial Real Estate Condition Disclosure Report dated June 20, 2022. Based on such inspection and review, Buyer has found the Real Property and its improvements to be in a satisfactory and acceptable condition for Buyer's purposes, and represents that it will receive and accept the Real Property as-is at Closing provided that there are no material adverse changes to the Real Property condition set forth in the Wisconsin Commercial Real Estate Condition Disclosure Report dated June 20, 2022.

## 6. APPLICATIONS TO AND CONSENT BY FCC

**6.1 FCC Consent.** Consummation of the transactions provided for herein and the performance of the obligations of Seller and Buyer under this Agreement are subject to the condition that the FCC shall have issued its consent to an application for consent to the assignment of the FCC Authorizations from Seller to Buyer (the "Assignment Application") without any condition materially adverse to Buyer (the "FCC Consent").

**6.2 Assignment Application and Notice.** Seller and Buyer shall file with the FCC within five (5) consecutive business days after the execution of this Agreement such application(s) and other documents as may be necessary to obtain the FCC Consent (the "Assignment Application"). Seller shall air on the Stations and post on a website that complies with the FCC's rules, the required public notices of the Assignment Application commencing within five business days after the FCC issues public notice of the acceptance of the Assignment Application. Seller and Buyer shall take all commercially reasonable steps necessary to prosecute such filings with diligence and shall diligently oppose any objections to, appeals from or petitions to reconsider such approval of the FCC, to the end that the FCC Consent and a Final Order with respect thereto may be obtained as soon as practicable; *provided, however*, that in the event the application for assignment of the FCC Authorizations has been designated for hearing, either Buyer or Seller may elect to terminate this Agreement pursuant to Section 14. Subject to Section 14.2(b), Buyer shall not knowingly take, and Seller covenants that Seller shall not knowingly take, any action that party knows or has reason to know would materially and adversely affect or materially delay issuance of the FCC Consent without a Material Adverse Condition, unless such action is requested or required by the FCC, its staff or the Rules and Regulations. Subject to Section 14.2(b), should Buyer or Seller become aware of any facts which could reasonably be expected to materially and adversely affect or materially delay issuance of the FCC Consent without a Material Adverse Condition, such party shall promptly notify the other party thereof in writing and both parties shall cooperate to take all steps necessary or desirable to resolve the matter expeditiously and to obtain the FCC's approval of matters pending before it.

**6.3 Mutual Covenant of Reasonable Cooperation.** Seller and Buyer shall diligently and expeditiously take all necessary and proper steps, provide any additional information requested by the FCC, and otherwise use their best efforts to obtain the FCC Consent and to comply with this Article 6.

**6.4 Assignment Application Expenses and Fees.** Each party shall be solely responsible for the expenses incurred by it in the preparation, filing and prosecution of its respective portion of the Assignment Application. Each party shall be responsible for one-half of any filing fee imposed by the FCC for the filing any application required to assign FCC Authorizations to Buyer.

**6.5 Possession and Control of Stations.** Between the date of this Agreement and the Closing Date (subject only to the terms of a local management agreement in the event the Parties should elect to enter into such an agreement prior to Closing), Buyer shall not control the operation of the Stations, but such operation shall be the ultimate responsibility of Seller. Buyer shall be entitled to reasonable inspection of, and access to, the premises and assets, and to notice of any unusual operating problems or developments with the purpose that an uninterrupted and efficient transfer of ownership may be accomplished. It is further understood and agreed that, effective on the Closing Date and thereafter, Seller shall have no control over, nor right to intervene or participate in, the operation of the Stations.

**6.6 FCC Reports and Public Inspection File.** Seller shall continue to timely file, on a current basis until the Closing Date, all reports and documents required to be filed with the FCC with respect to the Stations and timely upload any and all documents required to be placed in the WXCO online public inspection file. Seller shall provide Buyer with copies of all such filings within ten (10) business days of the filing with the FCC.

## **7. OTHER MATTERS**

**7.1 Costs.** Except as otherwise provided herein, each party to this Agreement shall be responsible for and bear all of its own costs and expenses, including, without limitation, the expenses of its representatives, incurred at any time in connection with pursuing or consummating the transactions provided for in this Agreement.

**7.2 Risk of Loss.** Risk of loss for damage to or theft, loss or destruction of the Purchased Assets (by any means, including, without limitation, acts of God) occurring after the date of this Agreement and prior to the Closing shall be borne by Seller, and after the Closing shall be borne by Buyer. Seller shall use all commercially reasonable efforts to repair or replace any damaged or lost Assets, provided, however, that in the event that the Assets with a value of greater than Forty Thousand Dollars (\$40,000) are damaged or lost on the date otherwise scheduled for Closing, Buyer may, at its option, either (i) postpone Closing for a period of up to sixty (60) days while Seller repairs or replace such Assets, or (ii) elect to close with the Assets in their current condition, in which case Seller shall assign all proceeds from insurance on such lost or damaged Assets to Buyer, and Buyer shall have the responsibility to repair or replace the Assets. Seller shall have no responsibility to repair or replace damaged or destroyed Assets not covered by insurance if the cost of such repair exceeds Forty Thousand Dollars (\$40,000), provided, however, that should Seller advise Buyer within five (5) days after being requested to do so that Seller

will not repair or replace such Assets, Buyer may terminate this Agreement without penalty upon written notice to Seller.

**7.3 Updating of Schedules.** From time to time after the full execution of this Agreement and prior to the Closing, Seller will promptly supplement or amend the Schedules delivered in connection herewith with respect to any matter which exists or occurs after the date of this Agreement and which, if existing or occurring at or prior to the date of this Agreement, would have been required to be set forth or described in the Schedules or which is necessary to correct any information therein; provided, however, that the provisions of this Section are informational only and Buyer shall not be bound to the terms of any changed Schedules unless they are incorporated into this Agreement by a written amendment signed by Buyer.

**7.4 Transfer Taxes and Similar Charges.** All recordation, transfer and documentary taxes and fees, stamps, and any excise, sales or use taxes, and all similar costs of transferring the Purchased Assets in accordance with this Agreement shall be borne equally by Seller and Buyer.

## 8. FURTHER COVENANTS OF SELLER

**8.1 Conduct of Business Pending the Closing.** From the date hereof until the Closing or earlier termination of this Agreement without a closing Seller shall have complete control and supervision of and ultimate responsibility for the Stations and their operation and during such period:

- (a) Operate the Stations in the normal and customary manner in the ordinary course of business;
- (b) Continue to operate the Stations in accordance with the terms of the FCC Authorizations and in material compliance with all applicable laws and FCC Rules; and, not sell or dispose of any Purchased Assets.

## 9. JOINT COVENANTS

9.1 Confidentiality. Subject to requirements of applicable law, Seller and Buyer shall each keep confidential all information obtained by it with respect to the other parties hereto in connection with this Agreement and the negotiations preceding this Agreement (“*Confidential Information*”); provided that, either party hereto may furnish such Confidential Information to its employees, agents, and representatives who need to know such Confidential Information (including its, tax, financial, and legal advisers, its banks and other lenders) (“*Representatives*”); provided however, the disclosing party shall be responsible for all actions or omissions of such Representatives with regard to Representatives’ breach of this Section. Each party hereto shall, and shall cause each of such party’s Representatives to, use the Confidential Information solely in connection with the transactions contemplated by this Agreement, and not for any competitive purpose or advantage detrimental to the other party hereto or any of its affiliates.

9.2 Seller and Buyer shall have a continuing obligation to promptly notify the other party in writing with respect to any matter hereafter arising or discovered which, if existing or known at the date of this Agreement, would have been required to be disclosed to the other party, but no such disclosure shall cure any breach of any representation or warranty which is inaccurate. Further, Seller and Buyer shall give prompt notice to the other party at any occurrence that comes to its attention that may constitute a misrepresentation, breach of warranty, or nonfulfillment of any covenant or condition on the part of Seller or Buyer contained in this Agreement. Seller and Buyer both agree to use their best efforts prior to Closing to obtain all consents necessary for the consummation of the transaction contemplated hereby, including consent and approval from the FCC. Buyer and Seller shall cooperate to draft the text of the spots required under Section 3.3. Buyer and Seller shall cooperate to close the transaction on August 1, 2022 provided that the FCC Consent has been issued.

9.3 Disclaimer of Warranties. Buyer acknowledges that Seller makes no representations or warranties with respect to any projections, forecasts or forward-looking information provided to the Buyer. There is no assurance that any projected or forecasted results will be achieved.

## 10. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

Each and every obligation of Buyer to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of each of the following conditions:

**10.1 Representations and Warranties True on the Closing Date.** Each of the representations and warranties made by Seller in this Agreement, and the statements contained in any instrument, list, certificate or writing delivered by Seller pursuant to this Agreement, shall be true and correct in all material respects when made and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date.

**10.2 Compliance with Agreement.** Seller shall have performed and complied in all material respects with all of its agreements and obligations under this Agreement which are to be performed or complied with by Seller prior to or on the Closing Date, including the delivery of the closing documents specified in Section 13.2 hereof.

**10.3 Absence of Litigation.** No Litigation shall have been commenced, and no investigation by any Government Entity shall have been commenced, against Buyer, Seller or any of the affiliates, officers, members or Shareholders of any of them, with respect to the transactions contemplated hereby.

**10.4 Consents and Approvals.** The FCC Consent and all other approvals, consents and waivers that are required to effect the assignments of the Stations FCC Authorizations contemplated hereby shall have been received and the FCC Consent shall have become a Final Order (as hereinafter defined), provided that a Final Order may be waived by Buyer in its sole discretion. "Final Order" means a grant, consent or authorization by the FCC which is no longer subject to reconsideration or review by the FCC or a court of competent jurisdiction, and in regards to the Assignment Application, consents to the assignment of the

FCC Authorizations contemplated by this Agreement without the imposition of any conditions that could have a material adverse effect on Seller or Buyer with respect to the assignment of the FCC Authorizations from Seller to Buyer.

**10.5 Third Party Consents and Approvals.** Seller shall have obtained all third-party consents and approvals, if any, required for the transfer or continuance, as the case may be, of the Assumed Contracts, including but not limited to the lease for the Leased Real Property on Schedule 2.1 attached hereto (and contracts that would have been on Schedule 2.1 attached hereto had they been in existence on the date of this Agreement provided that Buyer has consented to entering the new contract).

**10.6 Closing Certificates.** Buyer shall have received a certificate, dated as of the Closing Date, from Seller certifying that the conditions set forth in Sections 10.1 and 10.2 hereof have been fulfilled.

**10.7 Copies of Documents.** Seller shall have delivered to Buyer true and complete copies of all written leases, commitments, contracts, licenses, and other agreements referred to in Schedule 1.1(d) and Schedule 2.1 attached hereto.

## **11. CONDITION PRECEDENT TO SELLER'S OBLIGATIONS**

Each and every obligation of Seller to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following conditions:

**11.1 Representations and Warranties True on the Closing Date.** Each of the representations and warranties made by Buyer in this Agreement, and the statements contained in any instrument, certificate or writing delivered by Buyer pursuant to this Agreement, shall be true and correct in all material respects when made and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date.

**11.2 Compliance with Agreement.** Buyer shall have performed and complied in all material respects with all of Buyer's agreements and obligations under this Agreement which are to be performed or complied with by Buyer prior to or on the Closing Date, including the delivery of the closing documents and the Purchase Price specified in Section 3 of this Agreement

**11.3 Consents and Approvals.** The FCC Consent and all other approvals, consents and waivers that are required to effect the assignment of the Licenses shall have been received.

**11.4 Absence of Litigation.** No Litigation shall have been commenced or threatened, and no investigation by any Government Entity shall have been commenced, against Buyer, Seller or any of the affiliates, officers, members or Shareholders of any of them, with respect to the transactions contemplated hereby.

**11.5 Certifications.** Seller shall have received a certificate, dated as of the Closing Date, from the Buyer, executed by a duly authorized officer of Buyer, certifying that the conditions set forth in Sections 11.1 and 11.2 hereof have been fulfilled.

## **12. INDEMNIFICATION**

**12.1 By Seller.** Subject to the terms and conditions of this Article 12, Seller hereby agrees to indemnify, defend and hold harmless Buyer, and its directors, officers, employees, members and controlled and controlling persons (hereinafter “Buyer’s Affiliates”), from and against all Claims asserted or instituted by any third party or Governmental Entity (“Third Party Claims”) against Buyer or any Buyer Affiliate, and all Losses incurred by Buyer or such Buyer Affiliate as a result of such Claims, directly or indirectly, by reason of, or resulting from:

- (a) the inaccuracy or breach of any representation or warranty of Seller contained in or made pursuant to this Agreement;
- (b) the breach of any covenant of Seller contained in this Agreement;
- (c) any Third-Party Claim brought by or on behalf of any broker or finder retained, employed or used by Seller or any of its directors, officers, employees, members or agents in connection with the transactions provided for herein or the negotiation thereof, whether or not disclosed herein;
- (d) any Third-Party Claim with respect to the ownership or operation of the Stations or the Purchased Assets prior to the Closing Date including, without limitation, any Liabilities arising under the FCC Authorizations or the Contracts which relate to events occurring prior to the Closing Date; or
- (e) any Third-Party Claim, whether arising before or after the Closing Date, with respect to any of the liabilities that are not assumed by Buyer, as more specifically described in Section 2.2.

As used in this Article 12, the term “Claim” shall include all demands, claims, suits, actions, causes of action, proceedings and assessments, whether or not ultimately determined to be valid, and the term “Losses” shall include (i) all Liabilities; (ii) all losses, damages, judgments, awards, penalties and settlements; and (iii) all costs and expenses (including, without limitation, interest (including prejudgment interest in any litigated or arbitrated matter), court costs and fees and expenses of attorneys and expert witnesses) of investigating, defending or asserting any of the foregoing or of enforcing this Agreement.

**12.2 By Buyer.** Subject to the terms and conditions of this Article 12, Buyer hereby agrees to indemnify, defend and hold harmless Seller and its shareholders, directors, officers, employees, members and controlled and controlling persons (hereinafter “Seller’s Affiliates”), from and against all Third Party Claims asserted or instituted against Seller or any Seller Affiliate, and all Losses incurred by Seller or such Seller Affiliates as a result of such Claims, directly or indirectly, by reason of or resulting from:

- (a) the inaccuracy or breach of any representation or warranty of Buyer contained in or made

pursuant to this Agreement;

(b) the breach of any covenant of Buyer contained in this Agreement;

(c) any Third-Party Claim brought by or on behalf of any broker or finder retained, employed or used by Buyer or any of its directors, officers, employees, members or agents in connection with the transactions provided for herein or the negotiation thereof, whether or not disclosed herein;

(d) any Third-Party Claim with respect to the ownership or operation of the Stations or the Purchased Assets on or after the Closing Date including, without limitation, any Liabilities arising under the FCC Authorizations or the Contracts which relate to events occurring on or after the Closing Date; or

(e) any Third-Party Claim arising after the Closing Date with respect to any assumed liabilities.

**12.3 Notice and Defense.** The party or parties to be indemnified (whether one or more, the “Indemnified Party”) will give the party from whom indemnification is sought (the “Indemnifying Party”) prompt written notice of any such Claim, and the Indemnifying Party will undertake the defense thereof by representatives chosen by it. The assumption of defense shall constitute an admission by the Indemnifying Party of its indemnification obligation hereunder with respect to such Claim, and its undertaking to pay directly all costs, expenses, damages, judgments, awards, penalties and assessments incurred in connection therewith. Failure to give such notice shall not affect the Indemnifying Party’s duty or obligations under this Article 12, except to the extent the Indemnifying Party is prejudiced thereby. So long as the Indemnifying Party is defending any such Claim actively and in good faith, the Indemnified Party shall not settle such Claim. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, for the use of the Indemnifying Party and its representatives in defending any such Claim, and shall in other respects give reasonable cooperation in such defense.

**12.4 Failure to Defend.** If the Indemnifying Party, within a reasonable time after notice of any such Claim, fails to defend such Claim actively and in good faith, the Indemnified Party will (upon further notice) have the right to undertake the defense, compromise or settlement of such Claim or consent to the entry of a judgment with respect to such Claim, on behalf of and for the account and risk of the Indemnifying Party, and the Indemnifying Party shall thereafter have no right to challenge the Indemnified Party’s defense, compromise, settlement or consent to judgment.

**12.5 Indemnified Party’s Rights.** Anything in this Article 12 to the contrary notwithstanding, (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, the Indemnified Party shall have the right to defend, compromise or settle such Claim, and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all Liability in respect of such Claim.

**12.6 Payment.** The Indemnifying Party shall promptly pay the Indemnified Party any amount due under this Article 12. Upon judgment, determination, settlement or compromise of any third-party Claim, the Indemnifying Party shall pay promptly on behalf of the Indemnified Party, and/or to the Indemnified Party in reimbursement of any amount theretofore required to be paid by it, the amount so determined by judgment, determination, settlement or compromise and all other Claims of the Indemnified Party with respect thereto, unless in the case of a judgment, an appeal is made from the judgment. If the Indemnifying Party desires to appeal from an adverse judgment, then the Indemnifying Party shall post and pay the cost of the security or bond to stay execution of the judgment pending appeal. Upon payment in full by the Indemnifying Party, the Indemnifying Party shall succeed to the rights of such Indemnified Party, to the extent not waived in settlement, against the third party who made such Third-Party Claim.

### **12.7 Certain Limitations.**

(a) Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) neither party shall have any liability to the other under this Section 12, as applicable, until such party's aggregate Damages exceeds Ten Thousand Dollars (\$10,000.00) (the "*Threshold Amount*"), and (ii) the maximum liability of either party for indemnification under this Article 12 shall be Four Hundred Thousand Dollars (\$400,000).

(b) Payments by an Indemnifying Party under this Article 12 in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received or reasonably expected to be received by the Indemnified Party in respect of any such Claim. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses prior to seeking indemnification under this Agreement.

(c) In no event shall any Indemnifying Party be liable to any Indemnified Party for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

(d) Each Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

(e) Seller shall not be liable under this Article 12 for any Losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement if Buyer had knowledge of such inaccuracy or breach prior to the Closing.

## **13. CLOSING**

**13.1 Closing Date or Closing** means a date to be designated by Buyer which shall not be later

than the tenth (10th) business day after the FCC Consent becomes a Final Order. The condition that the FCC Consent be a Final Order may be waived by Buyer in its sole discretion. If a pre-finality Closing Date is established, Buyer and Seller will execute an Unwind Agreement containing terms mutually satisfactory to the parties. *Notwithstanding the foregoing*, provided that the FCC Consent has been obtained, it is the parties' intent and desire to Close on the transactions provided for herein on August 1, 2022. (In the event that the FCC Consent has not been granted by August 1, 2022, the parties may agree to enter into a local marketing agreement to enable Buyer to provide programming to the Stations until the FCC Consent is obtained and the Closing occurs.) The Fee under the LMA in the event the parties should decide to enter into such an agreement would be \$4500/mo. payable in advance and prorated for any partial month.

**13.2 Documents to be Delivered by Seller.** At the Closing, Seller shall deliver to Buyer the following documents, in each case duly executed or otherwise in proper form:

(a) Compliance Certificate. A certificate from Seller that the representations and warranties made by Seller in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made or given on and as of the Closing Date, and that Seller has performed and complied in all material respects with all of Seller's obligations under this Agreement which are to be performed or complied with on or prior to the Closing Date.

(b) Certified Resolution. A certified copy of the company resolution of the Seller authorizing and approving this Agreement and the consummation of the transactions provided for in this Agreement.

(c) Assignment of FCC Authorizations. An Assignment of FCC Authorization sufficient in the opinion of Buyer and its counsel to assign the FCC Authorizations to Buyer.

(d) Transfer Documents. Such bills of sale, assignments, and other good and sufficient instruments of transfer as Buyer may reasonably request in order to convey and transfer to Buyer title to the Purchased Assets free and clear of any Liens (collectively, the "Transfer Documents").

(e) General Warranty Deed, Survey and Title Insurance Commitment. A General Warranty Deed conveying clear fee simple title to the Owned Real Property in form and substance acceptable to Buyer; a survey of the Owned Real Property, and the title company issuing title insurance and the final owner's title insurance commitment.

(f) Lease Agreements. Assignments of any and all leases required for the continued operation of the Stations, including but not limited to the lease for the Leased Real Property, and an Estoppel Certificate from each applicable Landlord showing that all payments due and owing by the Seller on each lease have been paid and that Seller is not in default of any of the terms and conditions of said lease.

(g) Other Documents. All other documents, instruments or writings required to be delivered at or prior to the Closing pursuant to this Agreement and other certificates of authority and documents as Buyer may reasonably request.

**13.3 Documents to be Delivered by Buyer.** At the Closing, Buyer shall deliver to Seller the following documents, in each case duly executed or otherwise in proper form:

(a) Purchase Price. A wire transfer of immediately available funds as required by Section 3 of this Agreement.

(b) Compliance Certificate. A certificate signed by an officer of Buyer that the representations and warranties made by Buyer in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made or given on and as of the Closing Date, and that Buyer has performed and complied with all of Buyer's obligations under this Agreement which are to be performed or complied with on or prior to the Closing Date.

(c) Certified Resolutions. A certified copy of the corporate resolution of Buyer authorizing and approving this Agreement and the consummation of the transactions contemplated by this Agreement.

(d) Other Documents. All other documents, instruments or writings required to be delivered to Seller at or prior to the Closing pursuant to this Agreement and such other certificates of authority and documents as Seller may reasonably request.

## **14. TERMINATION**

**14.1 Right of Termination Without Breach.** This Agreement may be terminated without further liability of any party at any time prior to the Closing by mutual written agreement of Buyer and Seller. Additionally, this Agreement shall automatically terminate in the event, regardless of the reason, this transaction has not consummated by February 28, 2023, provided that the FCC Application is not otherwise the subject of an informal objection or petition to deny. In the event of termination under this Section 14.1, the Escrow Deposit shall be returned to Buyer.

### **14.2 Termination for Breach.**

(a) Termination by Buyer. If Seller

(1) has failed to cure any material violation or breach of any of its agreements, representations or warranties contained in this Agreement within fifteen (15) days after delivery of written notice of such violation or breach from Buyer then Buyer may terminate this Agreement.

(2) does not perform the obligations to be performed by it under this Agreement on the Closing Date and such breach or default is not cured within fifteen (15) days after Seller receives notice of such breach or default from Buyer; or

(3) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in

this Agreement and such breach or default is not cured within fifteen (15) days after Seller receives written notice of such breach or default from Buyer.

(b) Termination by Seller. If Buyer

(1) has failed to cure any material violation or breach of any of its agreements, representations or warranties contained in this Agreement within fifteen (15) days after delivery of written notice of such violation or breach from Seller (except in the case of Buyer's breach for nonpayment of the Purchase Price on the Closing Date, in which case there shall be no cure period) then Seller may terminate this Agreement.

(2) does not perform the obligations to be performed by it under this Agreement on the Closing Date and such breach or default is not cured within fifteen (15) days after Buyer receives notice of such breach or default from Seller; or

(3) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within fifteen (15) days after Buyer receives written notice of such breach or default from Seller; or

(4) is found not qualified by the FCC to hold the FCC Authorizations.

### **14.3 Damages upon Termination/Specific Performance.**

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

(b) Upon a termination of the Agreement by Seller pursuant to Section 14.2(b) above, Seller's sole remedy shall be delivery of the Escrow Amount from the Escrow Agent, as liquidated damages. Seller and Buyer acknowledge that these liquidated damages are reasonable in light of the anticipated harm that would be caused by Buyer's termination of this Agreement and the difficulty of ascertaining damages and proof of loss and that these damages are not a penalty.

(c) If this Agreement could be terminated pursuant to Sections 14.2(a), Buyer party may, as an alternative to termination of this Agreement and return of the Escrow Deposit, bring an action for specific performance by the Seller, each party hereby acknowledging that that monetary damages would not be sufficient to compensate Buyer under such circumstances because the Stations are a unique asset not readily obtainable on the open market. If any action is brought to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law. The prevailing party in any litigation under this Agreement shall be entitled to receive from the non-prevailing party all court costs, attorney's fees and other out-of-pocket expenses incurred by the prevailing party in enforcing or defending its rights under this Agreement.

(d) Each Party shall execute and deliver joint written instructions to the Escrow Agent as required to give effect to this Section 14.3.

## **15. SURVIVAL OF REPRESENTATIONS, WARRANTIES, AND COVENANTS**

All representations and warranties of Seller and Buyer and all covenants of Seller and Buyer, individually and together, contained in this Agreement shall survive for twelve (12) consecutive months after the Closing Date; provided, however, that a willful breach of any of the representations, warranties and covenants contained in this Agreement shall survive for the applicable statute of limitations.

## **16. MISCELLANEOUS**

**16.1 Further Assurance.** From time to time, at Buyer's request and without further consideration, Seller shall execute and deliver to Buyer such documents, instruments and consents and take such other action as Buyer may reasonably request in order to consummate more effectively the transactions contemplated hereby, to discharge the covenants of Seller and to vest in Buyer good, valid and marketable title to the Stations and the Purchased Assets. Buyer shall likewise execute any document reasonably requested by Seller to effectuate the intent of this Agreement.

**16.2 Disclosures and Announcements.** Both the timing and the content of all disclosure to third parties and public announcements concerning the transactions provided for in this Agreement by either Seller or Buyer shall be subject to the approval of the other in all essential respects, except that neither party's approval shall be required as to any statements and other information which either party may submit to the FCC, or be required to make pursuant to any rule or regulation of the FCC, or otherwise required by law.

### **16.3 Assignment; Parties in Interest.**

(a) Assignment. This Agreement may not be assigned without the written consent of the other party, and which assignment shall provide that Buyer and Buyer's assignee shall remain jointly and severally responsible to perform each and every of Buyer's obligations under this Agreement.

(b) Parties in Interest. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto. Nothing contained herein shall be deemed to confer upon any other person any right or remedy under or by reason of this Agreement.

**16.4 Access After the Applicable Closing Date.** After the Closing Date, Buyer shall make good faith efforts to accommodate any Seller need to access the books, records, and documents of the Stations pertaining to transactions occurring prior to the applicable Closing Date when requested by Seller for purposes of tax or litigation issues. Buyer shall retain such books and records for the normal document retention period of Buyer. For a period not to exceed Thirty (30) consecutive days following the Closing Date, Buyer will permit Seller access to the Real Property to remove tangible personal

property which does not convey with Stations including, but not limited to, the items described on Schedule 2.1.

**16.5 Law Governing Agreement.** This Agreement shall be construed and interpreted according to the internal laws of the State of Wisconsin, with consideration given to the rules and policies of the FCC, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

**16.6 Amendment and Modification.** Buyer and Seller may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing.

**16.7 Notice.** All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by electronic mail or facsimile transmission with delivery confirmation; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

If to Seller: Steven Resnick, Sole/Managing Member  
1110 East Wausau Ave.  
Wausau, WI 54403

With a copies to: John S. Neely  
Miller and Neely, PC  
4 Simms Court  
Kensington, MD 20895

If to Buyer: Sage Weil  
Civic Media, Inc.  
3535 University Ave.  
Madison, WI 53705

With a copy to: Kathleen Victory  
Fletcher, Heald & Hildreth, PLC  
1300 North 17<sup>th</sup> Street  
Suite 1100  
Arlington, VA 22209-3801

If personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this paragraph, such communication shall be deemed delivered the next business day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this paragraph, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail pursuant to this paragraph, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or

refuses to accept delivery, as of the date of such failure or refusal. Any party to this Agreement may change its address for the purposes of this Agreement by giving notice thereof in accordance with this Section.

**16.8 Entire Agreement.** This instrument embodies the entire agreement between the parties hereto and supersedes all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the parties with respect to the transactions contemplated herein.

**16.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, facsimile signatures or signatures delivered in PDF format shall be treated the same as original signatures.

**16.10 Headings.** The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

**16.11 Severability.** If any one or more of the provisions contained in this Agreement should be found invalid, illegal or unenforceable, in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law and such term, as so modified, and the balance of this Agreement shall then be fully enforceable.

**16.12 Attorneys' Fees.** If either party initiates any litigation against the other party involving this Agreement, the prevailing party in such action shall be entitled to receive reimbursement from the other party for all reasonable attorneys' fees and other costs and expenses incurred by the prevailing party in respect of that litigation, including any appeal, and such reimbursement may be included in the judgment or final order issued in that proceeding.

**16.13 Schedules.** The Schedules and Exhibits attached to this Agreement and any other documents delivered to Buyer by Seller pursuant hereto are hereby made a part of this Agreement as if set forth in full herein.

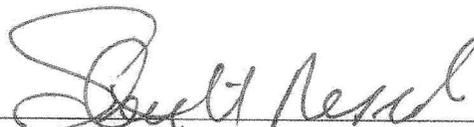
**16.14 Maintenance of Confidences.** Until after the Closing, Buyer agrees to keep confidential all information it receives or has received during the course of the negotiations in connection with the transaction contemplated herein or relating to the business operations of Seller, provided that Buyer may disclose such information to its professional advisors, agents and any financial institution which it may be dealing with in connection with the proposed financing of the transactions contemplated herein, or as required by law. In the event that the transaction contemplated hereby is not consummated for any reason, Buyer shall promptly return to Seller all materials acquired by Buyer from Seller with respect to the Stations and the associated assets and intangibles, and provide to Seller the names and addresses of any and all persons, firms or other entities who have viewed or received information with respect to the proposed sale of the Stations (together with a meaningful description of the materials viewed or received by each of them).

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

SELLER:

SUNRISE BROADCASTING LLC

By:



Steve Resnick  
Managing Member

BUYER:

CIVIC MEDIA, INC.

By:

Sage Weil  
CEO

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

**SELLER: SUNRISE BROADCASTING LLC**

By: \_\_\_\_\_  
Steve Resnick  
Managing Member

**BUYER: CIVIC MEDIA, INC.**

By:  \_\_\_\_\_  
Sage Weil  
CEO

## **TIME BROKERAGE AGREEMENT**

This TIME BROKERAGE AGREEMENT (“Agreement”), is made and entered into on this 8th day of July, 2022, by and between CIVIC MEDIA, INC., a Delaware corporation (“Broker”), and SUNRISE BROADCASTING LLC, a Wisconsin limited liability company, licensee of AM Station WXCO, Facility ID 59611, Wausau, WI, and FM Translator W255DN, Facility ID 200651, Wausau, WI (collectively, the “Stations”) (“Licensee”).

### **Recitals**

WHEREAS, Licensee is authorized by the Federal Communications Commission (“FCC”) to operate the Stations; and

WHEREAS, Broker and Licensee have entered into that certain Asset Purchase Agreement (the “Purchase Agreement”) of even date herewith, pursuant to which Licensee has agreed to sell and Broker has agreed to purchase certain assets of the Stations;

WHEREAS, Licensee desires to make available to Broker substantially all of the broadcasting time on the Stations; and

WHEREAS, Broker is engaged in the business of radio broadcasting and desires to avail itself of the Stations’ available broadcast time from the Operational Commencement Date (as defined herein) until the closing date under the Purchase Agreement, or the expiration of the Term hereof, whichever occurs first.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, Broker and Licensee agree as follows:

1. **Commencement Date and Facilities.**

Commencing at 12:01 a.m. on August 1, 2022, (the “Operational Commencement Date”), Licensee shall broadcast, or cause to be broadcast, over the Stations’ transmission facilities, certain programming, consisting of programs, announcements and advertising (the “Programming”), delivered to Licensee by Broker in compliance with the provisions of Section 5(a) of this Agreement. Broker shall deliver the Programming to Licensee’s transmitting facilities at Broker’s exclusive cost. The period from the Operational Commencement Date to the termination of this Agreement is the “Operating Period.”

2. **Term.**

This Agreement is effective as of the date hereof (“Effective Date”) and, unless sooner terminated, extended or renewed as hereinafter provided, shall end upon the earlier of (1) upon the termination of the Purchase Agreement by its own terms, (2) the closing date of the transaction contemplated by the Purchase Agreement, or (3) as otherwise terminated pursuant to Section 18 hereof. The period from the Effective Date to the termination of this Agreement is the “Term.”

3. Payments by Broker.

In consideration of the air time made available to Broker as provided in this Agreement, Broker shall pay Licensee as set forth in Appendix A attached hereto and incorporated herein by reference. Payments shall be made monthly in arrears for each month (or portion thereof) after the Commencement Date.

4. Payments by Licensee.

Subject to the reimbursement obligations of Broker set forth in Appendix A, Licensee shall pay in a timely manner the following costs of the Stations: (i) rents, utilities, insurance and maintenance costs relating to the Stations' tower and transmitter site facilities; (ii) Licensee's operating expenses, including telephone, sale or delivery and postal service expenses relating to the Stations; (iii) the salaries, payroll taxes, insurance, health benefits and related costs of personnel employed by Licensee in the operation of the Stations after the Operational Commencement Date; and (iv) income, gross receipts, sales, personal property, excise or any other taxes of any nature whatsoever pertaining to the Stations' transmitter facilities and costs related to the production and broadcast of material supplied by Licensee pursuant to Section 5(b) of this Agreement ("Licensee Programming").

5. Programs.

(a) Subject to Licensee's ultimate control and supervision, during the Operating Period, Broker shall furnish or cause to be furnished, at its own cost, the Programming in broadcast-ready form for broadcast on the Stations pursuant to this Agreement at all times other than the times of the Licensee Programming, and shall be responsible for implementing its transmission by the Stations, utilizing assets owned by Broker to the extent necessary. All such Broker programs shall accord with the Communications Act of 1934, as amended (as so amended, the "Act"), and all other applicable statutes and Federal Communications Commission ("FCC") rules, policies and requirements. All rights, including, without limitation, all ownership rights and rights of use, relating to the Programming shall belong exclusively to Broker, and Licensee shall have no rights of any kind in or to such programs and hereby disclaims all rights thereto. Broker shall be solely responsible for all costs associated with the production, delivery and implementation of the Programming.

(b) Licensee reserves the following periods to present Licensee Programming: Sunday mornings from 6:00 to 7:00 a.m.

(c) Consistent with the letter and spirit of Section 73.1212 of the FCC's rules, when Broker has received or is promised any payments or other valuable consideration, including inducements to air for free, associated with the Programming such as to trigger a foreign governmental entity disclosure required by Section 73.1212 of the Commission's rules, Broker shall

(i) inform Licensee of the circumstances and information which trigger a disclosure pursuant to Section 73.1212 of the FCC's rules, and

(ii) at the time of the broadcast, the related programming shall include the following disclosure:

The [following/preceding] programming was [sponsored, paid for, or furnished], either in whole or in part, by [name of foreign governmental entity] on behalf of [name of foreign country].

(d) Programmer shall provide local news and public affairs programming relevant to the Station community of license to assist Licensee in satisfying its obligations to respond to the needs of its community.

(e) Broker agrees to cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions.

(f) During the Term, Broker shall maintain in full force and effect in its own name and sole expense, all music licenses and pay all music rights performance fees applicable to the Programming.

6. License to Use Transmitter Facilities.

Broker is hereby granted a limited license to utilize all portions of the building and other structures housing the Stations' transmitter facilities (the "Premises"). Broker shall, subject to Licensee's approval, provide, install and maintain, at its own cost, any additional equipment necessary for the receipt of its Programming by the Stations or transmission of the Programming to the Premises. Title to any equipment installed on the Premises by Broker shall remain with Broker. Subject to the reimbursement obligations of Broker set forth in Appendix A, Broker does not assume, and shall not be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated by this Agreement, any liabilities, obligations or commitments of the Licensee of any nature whatsoever, regardless of whether they arise from or relate to the ownership, operations or business of the Stations. This Agreement shall not constitute an assignment of any contract or lease to which the Licensee is a party. Consistent with this Agreement, Licensee shall continue to perform all of its obligations under all contracts, leases and other agreements in a timely manner and otherwise keep all such contracts and leases in full force and effect.

7. Employment.

(a) At a minimum, Licensee shall employ a sufficient number of employees to retain and maintain control over the operations of the Stations, including its personnel, programming and finances. Licensee's employee(s) shall have managerial control over and direct the Licensee's

day-to-day operations at the Stations. Licensee's employees shall report to and be accountable solely to Licensee. Broker shall have no control or right of review whatsoever over any decision by Licensee to hire or to dismiss any employee of Licensee. Licensee shall be responsible for the salaries, taxes, insurance, severance, bonuses and other benefits or obligations due or payable to all employees of Licensee.

(b) Broker shall employ and shall be solely responsible for salaries, taxes, insurance, severance, bonuses, and other benefits or obligations due or payable to: (i) all personnel used in the production, delivery or implementation of the Programming hereunder or necessary to fulfill Broker's obligations hereunder; and (ii) all employees of Broker. Broker's employees shall be solely accountable to Broker.

(c) Subject to the foregoing, Licensee's staff may assist Broker with administrative or other duties as time permits.

8. Public File.

Broker shall provide to the Stations such documentation relating to the Programming as Licensee reasonably shall request including, but not limited to, documentation to aid in preparing all required quarterly issues/programs lists. In particular, and without limitation, Broker shall immediately, and in no event later than one business day, provide to Licensee complete records of all requests for broadcast time made by or on behalf of any candidate for public office, together with information concerning the disposition of such requests and the charges made. Licensee shall be responsible for providing the personnel necessary to maintain a complete public file (as required by the FCC) and to compile and file all required quarterly issues/programs lists for the Stations.

9. Maintenance of Equipment.

(a) The transmitter equipment and antennas owned by Licensee and used for the Stations' broadcasts (the "Transmission Equipment") shall be maintained by Licensee, with the cooperation of Broker, in a condition consistent with good engineering practices and in compliance in all material respects with the Act and all other applicable rules, regulations and technical standards of the FCC. Licensee shall maintain power and modulation of the Stations broadcasts in a manner consistent with the Stations' license and Licensee's past practices. Broker shall promptly reimburse Licensee for all expenditures that may reasonably be necessary in order to maintain the equipment in good working order and in compliance with applicable laws and regulations.

(b) All equipment necessary for the delivery of the Programming shall be paid for and/or maintained by Broker in a condition consistent with good engineering practices and in compliance in all material respects with the Act and all other applicable rules, regulations and technical standards of the FCC.

10. Control of the Stations.

During the Term, Licensee shall retain ultimate control over the Stations' technical facilities and Broker agrees that Licensee shall be entitled to take any and all steps necessary to maintain such control continuously throughout the Term. Licensee and Broker acknowledge and agree that Licensee's responsibility to retain control is an essential element of the continuing validity and legality of this Agreement.

11. Special Events.

Licensee has the right to reject any of the Programming and to substitute on a temporary basis a program that, in the opinion of Licensee, is of greater local or national importance. Licensee also has the right to reject any Programming that, in the opinion of Licensee, is unsuitable or contrary to the public interest. Licensee confirms that Programming shall be substituted or rejected in good faith while retaining an unqualified right to: substitute a program it believes is of greater local or national importance or which it believes will better address the problems, needs and interests of the Stations' community of license; reject or refuse a program that it believes is unsuitable or contrary to the public interest; refuse to broadcast any program that does not meet Commission requirements; preempt any program in the event of a local, state or national emergency; and delete any commercial announcement that does not comply with Commission requirements or any other laws. In the event of such rejection and substitution, Licensee shall give Broker written notice of such rejection and substitution, and the reasons therefor, in advance of the scheduled broadcast, or as soon thereafter as possible (including an explanation of the cause of any lesser notice). In the event of such preemption, Broker shall, upon delivery of reasonable supporting documentation related thereto, receive a payment credit in an amount equal to the actual loss of revenue by Broker during the time its Programming was preempted, which shall equal the loss of the Stations' local and national revenues in connection with the actual time preempted.

12. Force Majeure.

Any failure or impairment (i.e., failure to broadcast at Stations' full authorized power) of facilities or any delay or interruption in broadcast programs, or failure at any time to furnish facilities, in whole or in part, for broadcasting, due to any acts of God, strikes or threats thereof or force majeure or due to any other causes beyond the reasonable control of Licensee or Broker shall not constitute a breach of this Agreement and Licensee or Broker, as the case may be, will not be liable to the other party hereto therefor, provided such party uses reasonable diligence to correct such failure or impairment as soon as is reasonably possible.

13. Stations' IDs.

Licensee hereby grants to Broker an exclusive license to use the call letters "WXCO", and "W255DN" and other identifiers as are currently used or in the future may be used by the Stations (the "Stations' Licensed Identifiers") in connection with the broadcast of Broker's Programming on the Stations, but for no other purpose. The license granted herein shall expire at the end of the Term. During the entire Term of this Agreement, Broker shall use the Stations' Licensed Identifiers in Broker's Programming in a manner consistent with the use thereof by Licensee in

broadcasts on the Stations immediately prior to the Operational Commencement Date and as may be required by the Act or the rules, regulations and policies of the FCC.

14. Payola.

Broker agrees that neither it nor its agents, employees, consultants or personnel will accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Broker and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with the FCC rules, regulations and policies.

Broker shall notify Licensee promptly of any violations it learns of relating to the Act, including Sections 317 and 508 thereof.

15. Compliance with Law and Other Agreements.

Broker and Licensee shall, throughout the Term, comply in all material respects with the Act, the rules, regulations and policies of the FCC, the terms of the Stations' FCC licenses and all other laws and regulations applicable to the conduct of the Stations' business and broadcasting the Programming.

16. Indemnification.

Each party (as the case may be, the "Indemnitor") shall indemnify and hold harmless the other party (as the case may be, the "Indemnitee"), its directors, officers, employees, agents and affiliates, as applicable, from and against any and all liability, including without limitation all reasonable attorneys fees, arising out of or incident to the programming furnished by the Indemnitor, any breach of this Agreement by the Indemnitor or the conduct of the Indemnitor, its directors, officers, employees, contractors, agents or affiliates. Without limiting the generality of the foregoing, Indemnitor shall indemnify and hold and save the Indemnitee, its directors, officers, employees, agents and affiliates harmless against liability for libel, slander, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the programming furnished by the Indemnitor. The obligations under this Section shall survive any termination of this Agreement for twelve (12) consecutive months.

17. Events of Default.

Each of the following shall constitute an "Event of Default" under this Agreement:

17.1. Default in Covenants. Broker's or Licensee's material non-observance or material non-performance of any covenant or agreement contained herein, or in the Purchase Agreement,

(provided, however, that such default shall not constitute an Event of Default hereunder unless such default is not cured within thirty (30) business days after delivery of written notice thereof to the breaching party by the non-breaching party), except that a default in payment by Broker must be cured within five (5) business days after delivery of notice (by telephone, facsimile or otherwise) thereof to Broker; or

17.2. Breach of Representation. Broker's or Licensee's material breach of any representation or warranty herein, or in any certificate or document furnished pursuant to the provisions hereof, which shall prove to have been false or misleading in any material respect, as of the time made or furnished, and not cured within thirty (30) business days after delivery of written notice thereof to the breaching party by the non-breaching party.

18. Termination.

18.1. Termination. Either party may terminate this Agreement: (i) immediately by written notice to the other party upon the occurrence of an Event of Default, provided, however, that the party serving such notice shall not then be in default of its obligations under this Agreement, (ii) by order of the FCC or any court, or (iii) with sixty (60) days advance written notice to the other party. In the event that either party receives formal or informal notice from the FCC that this Agreement or any of its terms are contrary to the public interest or violate any FCC statute, regulation, rule or policy, the parties shall negotiate in good faith to resolve such objection and preserve the fundamental nature of this Agreement;

18.2 Effect of Termination. Upon termination of this Agreement pursuant to this Section 18, each party shall be free to pursue any and all remedies available at law, in equity or otherwise. Licensee, in addition to its other legal and equitable rights and remedies under this Agreement or under applicable law, shall be entitled immediately to cease making available to Broker any further broadcast time or broadcast transmission and facilities. Broker, in addition to its other legal and equitable rights and remedies under this Agreement or under applicable law, shall be entitled immediately to cease providing any further Programming to be broadcast on the Stations, and a refund any amounts which have been prepaid to Licensee beyond the termination date shall be immediately due and payable to Broker.

18.3. Liabilities Upon Termination. Broker shall pay all debts and obligations resulting from its use of the Stations' air time and transmission facilities, including, without limitation, accounts payable and net barter balances relating to the period on and after the Operational Commencement Date and through the effective date of termination of this Agreement and shall be entitled to the revenues and other credits for that period.

19. Revenues.

Broker shall receive all revenues attributable to the Programming aired on the Stations on and from the Operational Commencement Date and for the period thereafter during the Term of

this Agreement. All revenues arising from the operation of the Stations prior to the Operational Commencement Date shall be the sole property of Licensee. Any payments received by Broker which relate to any period prior to the Operational Commencement Date shall be remitted to Licensee within ten (10) days from the end of the applicable broadcast month.

20. Representations, Warranties and Covenants.

Licensee represents and warrants to, and covenants with, Broker that:

(a) This Agreement has been duly executed and delivered by Licensee, and constitutes a valid and binding obligation, enforceable against it in accordance with its terms, except as limited by laws affecting the enforcement of creditors' rights generally or equitable principles. Licensee has all necessary corporate power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate action on Licensee's part.

(b) No consent of any other party is required in connection with the execution, delivery or performance by Licensee of this Agreement.

(c) The execution, delivery and performance of this Agreement will not violate any provision in Licensee's articles of incorporation or bylaws, nor will it constitute or result in the breach of any term, condition or provision of, or constitute a default under, or accelerate or permit the acceleration of any performance required by any agreement or other instrument to which Licensee is a party or by which any part of its property is bound, or violate any law, regulation, judgment or order binding upon Licensee.

(d) No proceeding is pending or, to the knowledge of Licensee, threatened against Licensee before any court, governmental agency or arbitral tribunal that would enjoin or prohibit, or which otherwise questions the validity of, any action taken or to be taken in connection with this Agreement.

(e) During the Term of this Agreement, Licensee will hold and maintain all licenses and other permits and authorizations necessary for the operation of the Stations, and such licenses, permits and authorizations are and will be in full force and effect throughout the Term of this Agreement.

Broker represents and warrants to, and covenants with, Licensee that:

(f) This Agreement has been duly executed and delivered by Broker, and constitutes a valid and binding obligation, enforceable against it in accordance with its terms, except as limited by laws affecting the enforcement of creditors' rights generally or equitable principles. Broker has all necessary corporate power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and

performance of this Agreement have been duly and validly authorized by all necessary corporate action on Broker's part.

(g) No consent of any other party is required in connection with the execution, delivery or performance by Broker of this Agreement.

(h) The execution, delivery and performance of this Agreement will not violate any provision in Broker's articles of incorporation or bylaws, nor will it constitute or result in the breach of any term, condition or provision of, or constitute a default under, or accelerate or permit the acceleration of any performance required by any agreement or other instrument to which Broker is a party or by which any part of its property is bound, or violate any law, regulation, judgment or order binding upon Licensee.

(i) No proceeding is pending or, to the knowledge of Broker, threatened against Broker before any court, governmental agency or arbitral tribunal that would enjoin or prohibit, or which otherwise questions the validity of, any action taken or to be taken in connection with this Agreement.

(j) At no time during the Term shall Broker qualify as a "foreign government entity" as defined by Section 73.1212 of the FCC's rules and Broker at no time shall use the services of any person(s) or entity further back in the chain of producing/transmitting the Programming who might qualify as a foreign governmental entity and has provided some form of consideration as an inducement to air the programming.

21. Modification and Waiver.

No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the parties, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

22. Delay in Exercise of Remedies; Remedies Cumulative.

No failure or delay on the part of Licensee or Broker in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Licensee and Broker herein provided are cumulative and are not exclusive of any right or remedies which they may otherwise have.

23. Construction.

This Agreement shall be construed in accordance with the internal substantive (that is, without reference to conflict of) laws of the state of Wisconsin and the obligations of the parties

hereto are subject to all Federal, state or municipal laws or regulations now or hereafter in force and to the regulations and policies of the FCC and all other governmental bodies or authorities presently or hereafter duly constituted. LICENSEE AND BROKER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS TBA, INCLUDING ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE. The Parties hereby consent to and agree to submit to the exclusive jurisdiction of the state or federal court of competent jurisdiction in Marathon County, Wisconsin. The parties believe that the terms of this Agreement meet all of the requirements of current FCC policy for time brokerage agreements for radio stations and agree that they shall negotiate in good faith to meet any FCC concern with respect to this Agreement if they are incorrectly interpreting current FCC policy or if FCC policy as hereafter modified so requires. If the parties cannot agree to a modification or modifications deemed necessary by either party to meet FCC requirements, the termination provisions of Section 18 above shall apply. The parties further agree that they will make all required filings with the FCC with respect to this Agreement.

24. Headings.

The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

25. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including, without limitation, any transferees or assignees of any kind of the FCC Licenses for the Stations. This Agreement may be assigned to the same extent that the Purchase Agreement may be assigned.

26. Counterpart Signatures.

This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the same original or the same counterpart. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

27. Notices.

All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by electronic mail or facsimile transmission with delivery confirmation; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight

mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

(a) If to Licensee, then to:

Steven Resnick, Sole/Managing Member  
Sunrise Broadcasting LLC  
1110 East Wausau Ave.  
Wausau, WI 54403  
Email: [stever@sunriseamfm.com](mailto:stever@sunriseamfm.com)

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

John S. Neely  
Miller and Neely, PC  
4 Simms Court  
Kensington, MD 20895  
Email: [johnsneely@yahoo.com](mailto:johnsneely@yahoo.com)

(b) If to Broker, then to:

Sage Weil, CEO  
Civic Media, Inc.  
3535 University Ave.  
Madison, WI 53705  
Email: [sage@civicmedia.us](mailto:sage@civicmedia.us)

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

Kathleen Victory  
Fletcher, Heald & Hildreth, P.L.C.  
1300 N. 17th Street, Suite 1100  
Arlington, VA 22209  
Email: [victory@fhhlaw.com](mailto:victory@fhhlaw.com)

or such other address as the addressee may have specified in a notice duly given to the sender as provided herein. If personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this paragraph, such communication shall be deemed delivered the next business day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this paragraph, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail pursuant to this paragraph, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of

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such failure or refusal. Any party to this Agreement may change its address for the purposes of this Agreement by giving notice thereof in accordance with this Section.

28. Entire Agreement.

This Agreement and the Purchase Agreement embody the entire agreement between the parties regarding the subject matter hereof and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless it is embodied in a written instrument signed by both of the parties.

29. Severability.

If any provision or provisions contained in this Agreement are held to be invalid, illegal or unenforceable, this shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained herein, provided that the benefits afforded each party hereunder are not materially changed.

30. No Joint Venture.

The parties agree that nothing herein shall constitute a joint venture or a principal-agent relationship between them. The parties acknowledge that call letters, trademarks and other intellectual property shall at all times remain the property of the respective parties and that neither party shall obtain any ownership interest in the other party's intellectual property by virtue of this Agreement.

31. Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

32. Further Assurances.

Subject to the terms and conditions herein provided, each of the parties hereto agrees to use its commercially reasonable efforts to take or cause to be taken all such further actions, and to do, or cause to be done, all things necessary, proper or advisable in order to fully effectuate the purposes, terms and conditions of this Agreement.

33. Required Certifications.

33.1. By Licensee. Licensee hereby certifies that it has, and shall maintain ultimate control over the Stations' facilities, including specifically control over the finances, personnel, and

program content of the Stations. Licensee represents and warrants that this certification may be relied upon by the FCC, as well as by Broker.

33.2. By Broker. Broker certifies that the arrangement with Licensee as set forth in this Agreement and as contemplated in all aspects of operation is and shall remain in compliance with 47 C.F.R. § 73.3555 and 47 C.F.R. § 73.3556, concerning time brokerage agreements and duplicated programming, and that it will provide to the FCC any documents, exhibits, or other material necessary to demonstrate such compliance. Broker represents and warrants that this certification may be relied upon by the FCC, as well as by Licensee.

[THE REMAINDER OF THIS PAGE HAS BEEN  
INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO TIME BROKERAGE AGREEMENT]

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

SUNRISE BROADCASTING LLC

By:   
Steve Resnick  
Managing Member

CIVIC MEDIA, INC.

By: \_\_\_\_\_  
Sage Weil  
CEO

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