

**MULTIPLE OWNERSHIP EXHIBIT – TIME BROKERAGE AGREEMENT**

*See Time Brokerage Agreement attached hereto.*

## TIME BROKERAGE AGREEMENT

This TIME BROKERAGE AGREEMENT is made and entered into this 30th day of June, 2021 (this "Agreement"), by and between Costa-Eagle Radio Ventures, Ltd. ("Costa" or Licensee") and Costa Media Boston LLC ("CMB" or "Broker").

### WITNESSETH:

WHEREAS, Costa is the Licensee of radio stations WCCM(AM), Haverhill, MA (Facility ID No. 49382) and W279DH, Haverhill, MA (Facility ID No. 26359) (the "Stations"), pursuant to authorizations issued to Licensee by the Federal Communications Commission (the "Commission" or "FCC"); and

WHEREAS, Licensee desires to obtain a regular source of programming and income which will sustain the operation of the Stations; and

WHEREAS, Broker desires to purchase time on the Stations for the broadcast of programming on the Stations and for the sale of advertising time included in that programming;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises set forth herein, Licensee and Broker hereby agree as follows:

1. ***Time Sale.*** Subject to the terms of this Agreement, and to applicable rules, regulations, and policies of the FCC, Licensee shall sell and Broker shall purchase up to one hundred sixty-eight (168) hours per week on the Stations. Licensee shall broadcast the programming, including commercial announcements, supplied by Broker without interruption, deletion, or addition of any kind, subject to the terms of this Agreement and Licensee's obligations under the Communications Act of 1934, as amended, and the published rules, regulations, and policies of the Commission (collectively, the "Communications Laws").

2. ***Term.*** The term of this Agreement shall be for thirty (30) months, commencing on August 1, 2021 (the "Effective Date") and renew for an additional twenty (20) months at the election of the Broker (the "Extended Term") unless terminated prior pursuant to section 13. The Extended Term shall be calculated to reflect the amount of the last monthly payment plus the Consumer Price Index for the past 30 months.

3. ***Hours of Programming.*** Subject to the exceptions set forth in Sections 4 and 5 below, Broker shall supply, and Licensee shall transmit, programming for all periods of broadcast operations, as long as this Agreement remains in force. Broker shall provide all such programming, produced at its own cost and expense.

4. ***Reservation of Time.*** Licensee specifically reserves for its own use up to two (2) hours per week of programming time (the "Reserved Time") during which it may broadcast programming of its choice. The Reserved Time shall be at a mutually agreeable time.

5. ***Licensee's Programming Discretion.*** Nothing herein shall be construed as limiting in any way Licensee's rights and obligations as the Licensee of the Stations to make the ultimate programming decisions for the Stations. Licensee shall be responsible for insuring that the Stations' overall programming is responsive to community needs and in the public interest. Licensee has the authority, in its sole discretion, to reject and refuse to transmit any programming produced or proposed by Broker that Licensee in its good faith deems to be contrary to the public interest. Licensee shall notify Broker, unless such notice is impractical or impossible, at least one (1) week in advance of any such preemption of Broker's programming for the purpose of broadcasting programs that Licensee deems necessary to serve the public interest. In the event of any such preemption, Broker shall receive a pro-rated credit for the preempted time against the monthly payment required under Section 6 hereof as well as any advertising revenue lost to Broker stemming from the preemption.

6. ***Compensation.*** In consideration of the broadcast time provided to Broker pursuant to this Agreement, Broker shall pay Licensee the monthly fee set forth in Attachment 1 hereto in advance on the first day of each month during the term of this Agreement, and at the time of execution of the instant Time Brokerage Agreement, shall pay to Licensee a security deposit (the "Security Deposit") in the amount of One Hundred Six Thousand Dollars (\$106,000), which Security Deposit will be applied to the purchase price for the Stations should the Broker exercise its Option granted herein. However, if Broker does not exercise its Option, the Security Deposit shall be forfeited. Should the Licensee be in breach of the Agreement, which is uncured, then Broker shall be entitled to a refund of the Security Agreement.

7. ***Expenses.***

a. Licensee shall be responsible for all direct and indirect operating costs of the Stations, including but not limited to: (i) rents and utilities at Licensee's studio, tower, and transmitter site facilities; (ii) insurance costs related to Licensee's assets and operations; (iii) Licensee's telephone, delivery, and postal service; (iv) costs related to the maintenance of Licensee's main studio as well as all equipment necessary for the operation of the Stations in compliance with the rules, regulations, and policies of the FCC; (v) salaries, payroll taxes, insurance, and related costs of personnel employed by Licensee in connection with the operation of the Stations; and (vi) income, gross receipts, sales, real property, personal property, excise, and/or any other taxes of any nature whatsoever related to Licensee's ownership of its assets or its programming efforts on the Stations.

b. Broker shall be responsible for all direct and indirect costs of the production and delivery of Broker's programming, including but not limited to: (i) power and utilities at Broker's facilities where programming is produced; (ii) insurance costs related to Broker's equipment and assets used in its business operations; (iii) costs related to the maintenance of any studio and

equipment necessary for the production and delivery of Broker's programming; (iv) salaries, payroll taxes, insurance, and related costs of all personnel employed by Broker in connection with production and delivery of the programming, promotion of that programming, and the sale of advertising in that programming; (v) income, gross receipts, sales, real property, personal property, excise, or any other taxes of any nature whatsoever related to Broker's ownership of its assets or the programming provided to the Stations; and (vi) all performing rights, licensing fees for music and other material contained in the programming provided by Broker.

8. ***Representations, Warranties, and Covenants of Broker.*** Broker represents and warrants to, and covenants with, Licensee that:

a. Broker has the legal right, power, and authority to enter into this Agreement and to fully perform its obligations hereunder, and its performance hereunder does not and shall not violate the terms of any other agreements by which it is bound or to which it is a party.

b. The programming provided by Broker for broadcast on the Stations shall comply with the Communications Laws, and with all programming standards established by Licensee. The programming shall also meet all industry standards for technical quality.

c. Broker shall obtain, at its own cost and expense, music licenses for the music in the programs it provides for broadcast. The performing rights to all music contained in its programming shall be licensed by BMI, ASCAP, or SESAC or shall be in the public domain.

d. Broker shall cooperate with Licensee in making time available in programming supplied to the Stations by it for the Station Identification Announcements required by FCC rules and regulations.

e. Broker shall not cause or permit any liens, encumbrances, foreclosures, contractual defaults, or outstanding balance of any kind or nature whatsoever which would impede or

impair Broker's ability to meet its obligations under this Agreement.

f. Broker shall use reasonable efforts to promptly pay any and all expenses or obligations of any kind or nature relating to the provision of programming when such expenses become due.

g. Broker shall provide to Licensee monthly documentation of the programs it has broadcast which address problems, needs, and interests of the Stations' communities. Broker shall provide local news and public affairs programming relevant to the Stations' communities and of sufficient quality to assist Licensee in satisfying its obligations to respond to the needs of this community.

h. Broker shall forward to Licensee within twenty-four (24) hours of receipt by Broker, any letter from a member of the general public addressing Stations programming or documentation which comes into its custody.

i. Broker will not knowingly broadcast any material in violation of the Copyright Act, which is slanderous or libelous or which is in violation of the rules and regulations of the FCC.

9. ***Representations, Warranties, and Covenants of Licensee.*** Licensee represents and warrants to, and covenants with, Broker that:

a. Licensee has the legal right, power, and authority to enter into this Agreement and to fully perform its obligations hereunder, and its performance hereunder does not and shall not violate the terms of any other agreements by which it is bound or to which it is a party.

b. Licensee shall operate the Stations in compliance with the Communications Laws.

c. Licensee shall maintain the facilities and equipment of the Stations in a

condition consistent with good engineering practice and in compliance with the rules, regulations, and technical standards of the FCC, and all capital expenditures reasonably required to maintain the technical quality of the Stations' signals shall be made in a timely fashion at the sole expense and direction of Licensee. Except for periods where reduction of power is required for routine or emergency maintenance activities, Licensee shall use all reasonable efforts to operate the Stations at maximum authorized transmitter power, with an antenna center of radiation at its full authorized height above ground and above average terrain.

d. Licensee shall retain, on a full-time or part-time basis, a General Manager who shall direct the day-to-day operations of the Stations, and a Chief Operator (as defined by the rules and regulations of the FCC) who shall be responsible for insuring compliance by the Stations with the technical operating and reporting requirements established by the FCC. The Chief Operator may also hold the position of Chief Engineer. Licensee shall be responsible for insuring that qualified control operators monitor and control the Stations' transmissions at all times, in full conformity with FCC requirements.

e. Licensee shall acquire and maintain appropriate liability, fire, and extended coverage insurance in amounts reasonably required to protect the parties hereto from losses from liability for personal injury as well as from loss by theft, fire, and other causes to Licensee's equipment.

f. Licensee shall timely file the FCC license renewal applications for the Stations and the Entire Group when due.

f. Licensee shall insure that all required Station Identification Announcements are broadcast as required by the FCC rules and regulations.

10. ***Political Time.*** At least ninety (90) days before the start of any primary or general

election campaign, Broker shall clear with Licensee the rates to be charged political candidates for public office to be sure that the rate is in conformance with applicable law and policy. Broker shall provide Licensee with access to all its books and records regarding the pricing of advertising sold on the Stations in order to confirm that the political rate is correct. Within twenty-four (24) hours of any request to purchase time on the Stations on behalf of a candidate for public office or to support or urge defeat of an issue on an election ballot, Broker shall report the request, and its disposition, to Licensee so that appropriate records can be placed in the Stations' public files. In the event that Broker fails to provide adequate broadcast time for the broadcast of programming or advertising by political candidates, Licensee shall have the right to preempt Broker programming to make time available to these political candidates.

11. ***Option to Purchase.*** Broker is hereby granted an irrevocable option (the "Option") to purchase the Stations and to purchase collectively WNNW(AM), Lawrence, MA (Facility ID No. 14752); WMVX(AM), Salem, NH (Facility ID No. 13998); WUBG(AM), Methuen, MA (Facility ID No. 22798); W275BH, Lawrence, MA (Facility ID No. 155444); W255DA, Salem, NH (Facility ID No. 26367); and W287CW, Methuen, MA (Facility ID No. 139956) (the "Additional Group"). The Option shall be exercisable by Broker at any time prior to January 1, 2024. Upon exercise of the Option by the Broker, the parties shall within 5 business days of exercise of the Option enter into a mutually agreed upon Asset Purchase Agreement substantially in the form of Attachment 2 (the Asset Purchase Agreement need not be signed prior to January 1, 2024 as long as the Option is exercised prior to that date) with representations, warranties, covenants, and conditions to closing customary in the industry (including but not limited to a condition that all the FCC licenses for the Stations and the Additional Group (collectively, the Stations and the Additional Group are referred to herein as the "Entire Group") shall be renewed for a full license term, without conditions and without consent



decrees). The purchase price for the Entire Group, should the Option be exercised, would be Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000). If the Entire Group were purchased, the purchase price attributable to the Stations would be Eight Hundred Thousand Dollars (\$800,000). If only the Stations are purchased, the purchase price would be One Million Two Hundred Fifty Thousand Dollars (\$1,250,000).

12. *Indemnification.*

a. Broker shall indemnify and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of (i) programming provided by Broker, and (ii) any breach by Broker of its representations, warranties, covenants, or obligations under this Agreement.

b. Licensee shall indemnify and hold harmless Broker from and against any and all claims, losses, costs, liabilities, damages, and expenses (including reasonable attorney's fees) arising out of (i) programming provided by Licensee, and (ii) any breach by Licensee of its representations, warranties, covenants, or obligations under this Agreement.

c. The indemnification obligations of this Section 12 shall survive any termination of this Agreement and shall continue until the expiration of all applicable statutes of limitations and the conclusion and payment of all judgments which may be rendered in all litigation which may be commenced prior to such expiration.

d. Neither Licensee nor Broker shall be entitled to indemnification pursuant to this Section 12 unless such claim for indemnification is asserted in writing delivered to the other party; and, where such claims, loss, cost, liability, damage, or defense involves a legal action, the party against whom indemnification is sought has been given written notice sufficiently in advance to permit such party to defend, contest, or compromise such action at its own cost and risk.

13. *Termination; Effect of Termination.*

a. The term of this Agreement is subject to the limitations that:

i. Either party may terminate this Agreement, provided such party is not then in default of any of its material obligations hereunder, if the other party is in default of any of its material obligations hereunder and has not cured such default within thirty (30) days after receipt of written notice of default from the terminating party.

ii. This Agreement shall terminate automatically upon the occurrence of any of the following:

(1) This Agreement is declared invalid or illegal in whole or material part by an order or decree of the FCC or any other administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;

(2) The transaction contemplated under the Option Agreement occurs such that an assignment of the Stations' or the Additional Groups' licenses to Broker or Broker's assigns is consummated.

b. In the event of termination hereunder, Licensee shall be under no further obligation to make available to Broker any further broadcast time or broadcast transmission facilities, and Broker shall have no further obligation to make any payments to Licensee hereunder. All unperformed agreements and contracts for advertising to be aired during Broker's time shall automatically belong to Licensee who shall perform such agreements and contracts for which it shall be entitled to collect and receive the money derived therefrom. Broker shall remit to Licensee any money or consideration it shall have received as pre-payment for such unaired advertising. Broker shall be entitled to all uncollected revenue for advertising already broadcast over the Stations prior to

such termination, and Licensee shall pay over to Broker any sums received in respect of same.

14. **Regulatory Requirements.** Notwithstanding anything to the contrary set forth in this Agreement, Licensee shall be solely responsible for the management, operation, and regulatory compliance of the Stations, and Broker shall not exercise any control over the day-to-day operations of the Stations.

15. **Payola/Plugola.** Neither Broker nor its agents, employees, consultants, or personnel shall 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 Communications Act and FCC requirements.

16. **Notices.** All notices and other communications permitted or required hereunder shall be in writing and shall be given by (a) personal delivery, (b) U. S. certified mail, or (c) a nationally recognized overnight carrier, in each case addressed as follows:

If to Licensee, to:

Costa-Eagle Radio Ventures, Ltd.

c/o Patrick J. Costa

462 Merrimack Street

Methuen, MA 01844

If to Broker, to:

Costa Media Boston LLC

c/o Jose M. Villafañe

1870 North Benson Road

Fairfield, CT 06824

With a copy to:

Francisco R. Montero

Partner

Fletcher, Heald & Hildreth, P.L.C.

1300 N. 17th Street

Suite 1100

Arlington, VA 22209

or to such other address as either party may specify to the other in writing from time to time. Notice shall be deemed to have been given upon actual receipt.

17. **No Agency.** No agency relationship between the parties shall be expressed or implied by the terms of this Agreement, nor shall this Agreement be construed to create a joint venture or partnership between the parties. Neither party shall hold itself out as an agent, partner, or joint venturer with the other. All contracts for the sale of airtime, purchase orders, agreements, sales materials, and similar documents produced or executed by Broker shall be executed in the name of Broker, and not on behalf of the Stations or Licensee, and shall represent that Broker is not the Licensee of the Stations.

18. **Further Assurances.** Each party shall execute and deliver such additional documents and take such further actions as are reasonably necessary for the purposes of carrying out this

Agreement.

19. **Assignment.** Neither party shall assign its rights or delegate its duties under this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, provided however that Broker shall be permitted to assign this Agreement to a corporation or limited liability company majority owned by Broker or by Jose Villafañe without the consent of Licensee upon providing notice of said assignment to Licensee. Any such assignment or delegation by either party in contravention of this Section 18 shall be null and void.

20. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their successors and permitted assigns.

21. **Waiver.** No waiver by either party hereto of a breach by the other of any provision of this Agreement shall be deemed to constitute a waiver of any preceding or subsequent breach of the same provision or any other provision.

22. **Governing Law.** This Agreement shall be governed by the laws of the State of Massachusetts, without regard to its choice of law provisions.

23. **Counterparts.** This Agreement may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be signed and exchanged by facsimile transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

24. **Amendment.** This Agreement may be modified or amended only in writing and signed by the parties hereto.

25. **Entire Agreement.** This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, and contracts between the parties.

26. ***Certifications.***

a. Licensee hereby certifies that it maintains ultimate control over the Stations' facilities, including, specifically, control over the Stations' finances, personnel, and programming.

b. Broker hereby certifies that this Agreement complies with the provisions of paragraphs (a)(1) and (e)(1) of Section 73.3555 of the FCC's rules.

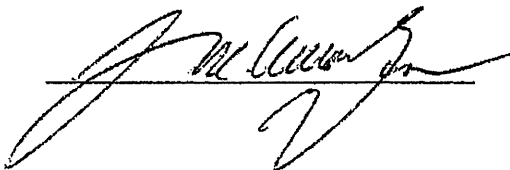
c. Broker and Licensee certify that their advertising agreements do not discriminate on the basis of race or ethnicity and all such agreements contain nondiscrimination clauses.

*(Remainder of page intentionally left blank)*

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

**BROKER:**

COSTA MEDIA BOSTON LLC

By:  06-30-2021

**LICENSEE:**

COSTA-EAGLE RADIO VENTURES, LTD.  
BY COSTA COMMUNICATIONS CORP.,  
ITS GENERAL PARTNER

By: \_\_\_\_\_

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

**BROKER:**

COSTA MEDIA BOSTON LLC

By: \_\_\_\_\_

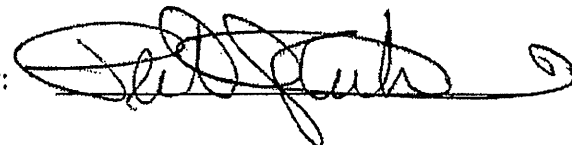
**LICENSEE:**

COSTA-EAGLE RADIO VENTURES, LTD.

BY COSTA COMMUNICATIONS CORP.,

ITS GENERAL PARTNER

By:

A handwritten signature in black ink, appearing to read "John", is written over a horizontal line.



## ATTACHMENT 1

### COMPENSATION - MONTHLY FEE

Broker shall pay Licensee, commencing the execution of the instant agreement, One Hundred Six Thousand Dollars (\$106,000) (the "Security Deposit").

In addition to the Security Deposit, the monthly LMA fee shall be as follows:

- A) Initial 12 months, \$23,000 per month = \$276,000.
- B) Next 12 months, \$28,000 per month = \$336,000.
- C) Next 6 months, \$33,000 per month = \$198,000.

All payments made by Broker to Licensee pursuant to this Agreement shall be applied to the purchase price for the Stations or the Additional Group, as the case may be, should Broker exercise the Option to purchase granted herein. The Security Deposit will be applied to the first and last monthly LMA Fee.

**ATTACHMENT 2**

**FORM OF ASSET PURCHASE AGREEMENT**

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ ("Seller"), and \_\_\_\_\_, a \_\_\_\_\_ ("Buyer").

### RECITALS

A. Seller is the licensee of radio broadcast station \_\_\_\_\_ (FCC Facility ID No. \_\_\_\_\_) (the "Station"). Seller operates the Station pursuant to certain licenses, franchises, authorizations and approvals issued by the Federal Communications Commission ("FCC").

B. Seller desires to sell, assign and transfer to Buyer, and Buyer desires to purchase and acquire from Seller substantially all of Seller's assets used and useful in the operations of the Station, all under the terms and conditions described herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations, warranties and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### ARTICLE 1

#### PURCHASE AND SALE OF PROPERTIES AND ASSETS

1.1 Assets. Seller agrees to sell and Buyer agrees to purchase all properties and assets, real, personal and mixed, tangible and intangible (except for the Excluded Assets, defined in Section 1.2, below), that are owned by Seller and used or held for use by the Station, (collectively, the "Assets"). The Assets shall include the following:

(a) Tangible Personal Property. All equipment, transmitters, antennae, cables, microwave equipment, converters, testing equipment, computers and computer equipment, furniture, fixtures, office materials and supplies, spare parts, vehicles, and other tangible personal property owned by Seller on the date hereof, and used or held for use by Seller in the operation of the Station, as described on attached Schedule 1.1(a), together with any additions, modifications, alterations or improvements between the date of this Agreement and the Closing Date (collectively, the "Tangible Personal Property"). Any Tangible Personal Property that is leased by Seller as of the date hereof is separately designated on Schedule 1.1(a) and all related lease agreements are described on Schedule 1.1(d).

(b) Licenses and Authorizations. All rights in and to the Authorizations (as defined in Section 2.9, below) issued to Seller, including, without limitation, those which are listed and described on attached Schedule 1.1(b), all amendments and all applications therefor, together with any renewals, extensions or modifications thereof and additions thereto, and all franchises, approvals, licenses, orders, registrations, and variances obtained from any governmental entity.

(c) Real Property. All real property and any interests therein, including, without limitation, land, easements, air rights, buildings, towers, guy wires, anchors, structures, fixtures and improvements, owned by Seller and used or useful in connection with the operation of the Station, which are listed and described on Schedule 1.1(c)(i) (the "Owned Real Property") and Seller's interests in the leases, licenses, leased rights of way and other interests of every kind and description in and to all of the real property, towers, buildings and improvements thereon, leased by Seller as of the date hereof and used or useful in connection with the operation of the Station, which are listed and described on Schedule 1.1(c)(ii) (the "Leased Real Property," and together with the Owned Real Property, the "Real Property"), and any additions, improvements and alterations thereto made between the date of this Agreement and the Closing Date.

(d) Contracts. Certain Seller's Contracts in connection with the business and operations of the Station set forth on Schedule 1.1(d), together with all similar Contracts that are entered into in the Ordinary Course of Business of the Station between the date of this Agreement and the Closing Date. "Contracts" means unexpired agreements, arrangements, commitments or understandings, for cash or barter, express or implied, relating to the operation of the Station, to which Seller is a party or is bound. "Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency). In addition to the Seller's Contracts specifically listed on Schedule 1.1(d), all orders and agreements of Seller, now existing or entered into in the Ordinary Course of Business of the Station between the date of this Agreement and the Closing Date, for the sale of advertising time on the Station (including Trade Accounts to the extent provided in Section 1.3(e) below) except those which on the Closing Date have already been filled or have expired.

(e) Intangible Property. All trademarks, trade names, call letters, service marks, franchises, patents, copyrights, jingles, slogans, logotypes, software licenses, social media accounts, domain names, websites and other intangible rights, owned or licensed and used or held for use by Seller in the operation of the Station as of the date of this Agreement, including, without limitation, all of those listed and described on attached Schedule 1.1(e), and those acquired by Seller between the date hereof and the Closing Date (collectively, the "Intangible Property").

(f) Programming. All programs and programming materials and elements of whatever form or nature which have been created or produced by Seller and used in or held, created or produced for use in the operation of the Station as of the date of this Agreement, whether recorded on any medium or intended for live performance, and whether completed or in production, and all common law and statutory copyrights owned by or licensed or sublicensed to Seller in connection therewith, together with all such programs, materials, elements and copyrights thereto acquired by Seller for use in the operation of the Station between the date hereof and the Closing Date.

(g) Files and Records. All files and other records of Seller relating to the Station and the Assets (other than duplicate copies of such files, hereinafter "Duplicate Records") including, without limitation, all books, files, correspondence, studies, reports, projections, schematics, blueprints, engineering data, customer lists, reports, specifications, projections,

statistics, advertising, marketing or related materials, records required by any federal, state or local government entity, and all other business, technical and financial information pertaining to the Station regardless of the media on which stored.

(h) Claims. Any and all of Seller's claims and rights against third parties relating to the Station, including, without limitation, all rights under manufacturers' and vendors' warranties, and all rights to recovery and rights of setoff and recoupment pertaining to matters arising after the Closing (collectively, the "Claims").

(i) Prepaid Items. All prepaid expenses and prepaid *ad valorem* taxes (which shall be prorated, if applicable, as provided in Section 1.6).

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

1.2 Excluded Assets. The following assets of Seller, to the extent in existence on the Closing Date (collectively, the "Excluded Assets"), shall be retained by Seller:

(a) Benefit Plans and Assets. Pension, 401(k), profit sharing and savings plans and trusts and any other "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and any assets thereof.

(b) Corporate and Other Records. The minute books, stock books, shareholder lists and similar corporate records of Seller, and the Duplicate Records as defined in Section 1.1(g) above.

(c) Cash and Investments. All of Seller's cash on hand or in bank accounts and any other cash equivalents including, without limitation, certificates of deposit, commercial paper, treasury bills, or money market accounts.

(d) Accounts Receivable. All receivables of the Station accrued through the Effective Time (the "Accounts Receivable").

(e) Excluded Contracts. Any Contract not described in Section 1.1(d) above.

(f) Other Excluded Property. Any other property specifically listed on Schedule 1.2(f) that Seller intends to retain and not sell or assign to Buyer.

### 1.3 Liabilities

(a) Security Interests. The Assets shall be sold and conveyed to Buyer free and clear of all mortgages, liens, deeds of trust, security interests, pledges, options, restrictions, prior assignments, charges, claims, defects in title and encumbrances of any kind or type whatsoever (collectively, the "Security Interests") except for: (i) liens for Taxes (as defined in Section 2.8), which are not yet due and payable, accruing before the Effective Time, and (ii) the obligations of

Seller arising after the Effective Time, which Buyer has agreed to assume under the Contracts as described in Section 1.3(b). The encumbrances described in the foregoing clauses (i) and (ii) are collectively referred to herein as "Permitted Encumbrances."

(b) Assumed Liabilities. Except as otherwise provided herein and subject to the terms and conditions of this Agreement, simultaneously with the sale, transfer, conveyance and assignment to Buyer of the Assets, Buyer shall assume, and hereby agrees to perform and discharge when due all liabilities and obligations arising or to be performed after the Closing Date under the Contracts that are effectively assigned and transferred to Buyer (the "Assumed Liabilities").

(c) Excluded Liabilities. Other than the Assumed Liabilities, Buyer shall not assume or be liable for, and does not undertake or attempt to assume or discharge any obligation of Seller (the "Excluded Liabilities"), specifically including, without limitation:

(i) any liability or obligation of Seller arising out of any Contract Buyer does not assume;

(ii) any liability or obligation of Seller arising out of or relating to any pension, 401(k), employee benefit, retirement or profit sharing plan or trust, or any liability for continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA");

(iii) any obligation to continue to offer employment to any employee of Seller;

(iv) any compensation or benefits or any severance pay or similar obligations to any employee or independent contractor of Seller and any related payroll tax or other liability;

(v) any liability or obligation of Seller arising out of or relating to any litigation, proceeding or claim by any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, or governmental entity (or any department, agency, or political subdivision thereof) ("Person") relating to Seller, the Station or the Assets at or before the Effective Time, whether such litigation, proceeding or claim is pending, threatened or asserted before, on or after the Closing Date;

(vi) any financial debt or obligation due to the FCC in connection with the Station by any and all entities with taxpayer identification numbers associated with Seller or the Station, existing at or before the Closing Date ("FCC Debt"); and

(vii) any and all other liabilities, obligations, debts or commitments of Seller whatsoever, whether accrued now or hereafter, whether fixed or contingent, whether known or unknown, or any claims asserted against Seller, any employee of Seller, the Station or any of the Assets or other items owned by Seller at the Effective Time relating to any

event (whether act or omission) at or before the Effective Time, including, without limitation, Seller's obligation to pay Taxes.

(d) Retained Obligations of Seller. Seller retains and shall hereafter pay, satisfy, discharge, perform and fulfill all Excluded Liabilities, as they become due, without any charge or cost to Buyer.

(e) Trade Accounts. Schedule 1.3(e) contains a list of Seller's trade and barter accounts, trade contracts and trade commitments receivable and payable (the "Trade Accounts") and includes the Seller's gross dollar obligations to provide airtime by advertiser and gross airtime assets available to Seller as of \_\_\_\_\_, 20\_\_, which Seller will transfer to the Buyer, and Buyer shall assume, at the Closing, effective as of the Effective Time, along with all outstanding obligations under the Trade Accounts and all rights to good and/or services due to the Station for time not yet run. Any Negative Trade Balance as of the Effective Time shall appear as a debit to Seller in the Closing prorations in accordance with Section 1.6. All Trade Accounts assumed by the Buyer shall be subject to preemption for cash advertising unless the Contract for such Trade Account expressly provides otherwise.

1.4 Escrow Deposit. Upon the execution of this Agreement, Buyer shall deliver to \_\_\_\_\_ (the "Escrow Agent") the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) by wire transfer of immediately available funds (the "Escrow Deposit"). The Escrow Deposit shall be held by the Escrow Agent in accordance with the terms of an earnest money escrow agreement dated the date of this Agreement in the form of attached Exhibit A (the "Escrow Agreement"). At the Closing, upon receipt of joint written instructions from Seller and Buyer, Escrow Agent shall deliver the Escrow Deposit to Seller as a dollar-for-dollar credit against the cash portion of the Purchase Price. If the Closing does not take place in accordance with the terms of this Agreement, then the Escrow Deposit will be delivered to the Seller or the Buyer in accordance with the provisions in Section 10.1 below.

#### 1.5 Purchase Price, Payment, and Allocation.

(a) Purchase Price. The aggregate purchase price to be paid for the Assets will be \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) as adjusted by Section 1.6 (the "Purchase Price").

(b) Method of Payment. At Closing, the Escrow Deposit shall be delivered by the Escrow Agent to Seller pursuant to Section 1.4 above, and the balance of the Purchase Price shall be delivered by Buyer to Seller by wire transfer of immediately available funds.

(c) Allocation of Purchase Price. Buyer and Seller agree that the Purchase Price shall be allocated among the Assets in the manner set forth on Schedule 1.5(c). The asset allocation agreed to by the parties pursuant to this Section 1.5(c) shall be referred to as the "Allocation." Seller and Buyer agree (i) to complete Internal Revenue Service ("IRS") Form 8594 in the manner required by Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"), the regulations thereunder, and the Allocation, and to separately file such IRS

Form 8594 with its federal income tax return for the tax year in which the Closing occurs, and (ii) that neither Seller nor Buyer will take a position on any tax return inconsistent with the Allocation without the written consent of the other party; *provided, however*, that nothing contained herein shall prevent Buyer or Seller from settling any proposed deficiency or adjustment by any taxing authority based upon or arising out of the Allocation, and neither Buyer nor Seller shall be required to litigate before any court, any proposed deficiency or adjustment by any taxing authority challenging such Allocation. Notwithstanding anything to the contrary in this Agreement, the provisions of this Section 1.5(c) shall survive the Closing.

#### 1.6 Adjustments.

(a) General Rule. The operation of the Station and the income and normal operating expenses attributable thereto through 11:59:59 p.m. (\_\_\_\_\_ Time) at the end of the Closing Date (the "Effective Time") shall be for the account of Seller and thereafter for the account of Buyer. Expenses for goods or services received both before and after the Effective Time, power and utilities charges, prepaid cash (excluding deposits), and rents and similar prepaid and deferred items shall be prorated between Seller and Buyer as of the Effective Time. At Closing, the parties shall make all known prorations and estimate any remaining prorations, including the Trade Account balances. All special assessments and similar charges or liens imposed against any of the Assets in respect of any period of time through the Effective Time, whether payable in installments or otherwise, shall be the responsibility of Seller and amounts payable with respect to such special assessments, charges or liens in respect of any period of time after the Effective Time shall be the responsibility of Buyer and such charges shall be adjusted as required hereunder.

(b) Final Adjustment Schedule/Dispute Resolution. Buyer will prepare and deliver to Seller within ninety (90) days after the Closing Date a report computing the details of the determination, in accordance with the provisions of Section 1.6(a), of the final prorations as compared to the estimated prorations made at Closing. Within thirty (30) days after receiving the report, Seller will provide Buyer with any objections to the computations. If Seller has no objections, the party obligated to make payment under the report will do so within five business days after the expiration of the 30-day period. Any disagreement which cannot be resolved by the parties within thirty (30) days will be resolved by Seller and Buyer selecting an independent, disinterested certified public accountant knowledgeable in the broadcast industry to resolve the dispute. The accountant's resolution shall be binding on the parties and subject to judicial enforcement.

1.7 Closing. The consummation of the transactions provided for in this Agreement (the "Closing") shall take place at a mutually agreeable location on a date, designated by Buyer, after the FCC Order is granted, provided that such date is no later than ten (10) business days after the FCC Order, subject in all events to the satisfaction or waiver of the conditions specified in Articles 7 and 8 below. "FCC Order" means the order of the FCC consenting to the assignment of all Authorizations to Buyer without any conditions that would restrict, limit, increase the cost or burden of or otherwise adversely affect or impair, in any material respect, the right of Seller or Buyer to the ownership, use, control, enjoyment or operation of the Station or the proceeds



therefrom; *provided, however*, that any condition which requires that the Station be operated in accordance with conditions substantially similar to and not more adverse than those contained in the present Authorizations issued for operation of the Station, shall not be applicable. At Buyer's option, the date for consummation may be delayed to a date no later than ten (10) business days after the FCC Order becomes Final. "Final" means an order (i) which is effective, (ii) with respect to which no appeal, request for stay, request for reconsideration or other request for review is pending, (iii) with respect to which the time for appeal, requesting a stay, requesting reconsideration or requesting other review has expired, and (iv) which cannot be set aside *sua sponte*. The date on which the Closing is to occur is referred to herein as the "Closing Date."

## ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this Article 2 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 2). Nothing in a Schedule referred to herein shall be deemed adequate to disclose an exception to a representation or warranty hereunder, unless the Schedule identifies the exception with particularity and describes the relevant facts in detail. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself). The term "Knowledge," when applied to Seller herein, means knowledge of Seller's officers having responsibility for or holding a position that reasonably could be expected to involve substantial knowledge about the subject matter to which such knowledge relates, directors, and [[[shareholders]]] [[[members]]].

2.1 Company Status. Seller is a \_\_\_\_\_ duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_ and is authorized to do business in the State of \_\_\_\_\_. Seller has the requisite power to carry on its business as it is now being conducted, to own and operate the Station, and to enter into and complete the transactions contemplated by this Agreement.

2.2 No Options. No Person has an interest in, or option to acquire, any of the Assets or any property used in the operation of the Station.

2.3 Entity Action. All actions and proceedings necessary to be taken by or on the part of Seller in connection with the performance, execution and delivery of this Agreement have been duly and validly taken and this Agreement has been duly and validly authorized, executed, and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with and subject to the terms contained herein.

2.4 No Defaults. Neither the execution, delivery and performance by Seller of this Agreement nor the consummation by Seller of the transactions contemplated hereby are events that,

of themselves or with the giving of notice or the passage of time or both, will: (a) violate or conflict with any provision of the \_\_\_\_\_ ("Governing Documents") of Seller; (b) assuming that the consents referred to in Section 4.4 are obtained, constitute a violation of, conflict with or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation of Seller under any contract, mortgage, indenture, agreement, lease or other instrument to which Seller is a party or by which it is bound, or result in the creation of any security interest in the Assets; (c) violate any judgment, decree, order, statute, law, rule or regulation of any court, arbitrator or government or regulatory body applicable to Seller, the Station or the Assets; or (d) result in the creation or imposition of any lien, charge or encumbrance against the Station or the Assets.

**2.5 Contracts.** Seller has provided to Buyer complete and correct copies of all Contracts listed on Schedule 1(d), and all amendments, modifications, extensions and renewals thereof and written summaries of all oral Contracts. No change in any material term or provision of any such Contract will occur as a result of the acquisition of the Assets by Buyer or the assignment by Seller of such Contract to Buyer.

**2.6 Breach.** Seller is not in violation or breach of any of the terms, conditions or provisions of its Governing Documents or any Contract, indenture, mortgage, deed of trust, court order, judgment, arbitration award or decree relating to or affecting the Station or the Assets, to which Seller is a party or by which it is bound. All accrued and currently payable amounts due from Seller under any Contract have been paid, except where a good faith claim has been raised. No other party thereto is in default or breach under any of the Contracts to be assumed by Buyer at the Closing.

**2.7 Financial Information.** Schedule 2.7 to this Agreement is true and correct copies of the following: (a) [[[audited]]] financial statements of Seller as of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, and \_\_\_\_\_, 20\_\_\_\_ (the "Annual Financial Statements"); (b) [[[unaudited]]] statements of operations for the Station as of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, and \_\_\_\_\_, 20\_\_\_\_ (the "Year End Statements"); and (c) a reconciliation of the Year End Statements with the Annual Financial Statements. Each of the foregoing statements shall have been [[[prepared in accordance with United States generally accepted accounting principals in effect from time to time ("GAAP") (except for the absence of footnotes in the unaudited statements) and]]] reviewed and certified by Seller's accountant as presenting fairly the financial position of Seller and the Station as of their respective dates and the results of operations for the periods indicated [[[in accordance with GAAP]]]. Collectively, the statements provided in connection with this section shall be referred to as the "Financial Statements." There are no liabilities or obligations of Seller related to the Station or the Assets accruing or arising before the date of this Agreement, whether due or not yet due, liquidated or unliquidated, fixed, contingent or otherwise, including penalty, acceleration or forfeiture clauses in any Contract and FCC Debt, that should be reflected in the most recent Financial Statements that are not so reflected.

**2.8 Taxes.** All federal, state and local returns, reports, estimates and other statements ("Returns") required to have been filed with any jurisdiction with respect to Seller and

the operation of the Station with respect to any income, franchise, property, sales, value-added, payroll, withholding, excise, and all other taxes, duties, levies, penalties, assessments or deficiencies of every nature and description (collectively, "Taxes") have been duly and timely filed by Seller and each such Return correctly reflects the amount of Taxes required to be reported and paid. Seller has paid all Taxes due and payable that it is required to pay. There are no Taxes that are past due. No consent extending the applicable statute of limitations has been filed by or for Seller with respect to any of such Taxes. With respect to its employees working at the Station, Seller has filed all Returns required to be filed, and withheld and paid all required Taxes for employee income tax withholding, social security, Medicare and unemployment taxes and other similar taxes and charges, in compliance with the tax withholding provisions of the Code and other applicable federal, state and local laws.

2.9 Licenses. Seller is the holder of all licenses, permits, franchises, authorizations and approvals, including associated broadcast auxiliary licenses and authorizations of any governmental or quasi-governmental authority required for the operation of the Station (collectively, the "Authorizations") and all of such licenses, permits and authorizations are listed on Schedule 1.1(b). Except for pending applications for authorizations disclosed on Schedule 1.1(b), the Authorizations constitute all of the licenses and authorizations required under the Communications Act of 1934, as amended (the "Communications Act"), or the current rules, regulations and policies of the FCC for the operation of the Station. The Authorizations are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending or threatened any action by or before the FCC to revoke, suspend, cancel, rescind or modify any of the Authorizations (other than proceedings to amend FCC rules of general applicability) and there is not now issued, outstanding, pending or, to Seller's Knowledge, threatened by or before the FCC, any complaint, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or FCC Debt against Seller or the Station. The Station is and will be on the Closing Date operating in compliance with the Authorizations, the Communications Act and the current rules, regulations and policies of the FCC in all material respects and the ordinances, rules, regulations and policies of the State of \_\_\_\_\_.

2.10 Additional Regulatory Matters.

(a) Reports. All reports, filings and payments required to be filed with or paid to the FCC and any other governmental entity by Seller in connection with the Station or the Assets have been timely filed. All such reports and filings are accurate and complete and from the date hereof to the Effective Time all reports required to be filed will be accurate, complete and filed on a timely basis. Seller maintains appropriate public files at the Station as required by FCC rules. Seller is operating only those facilities for which appropriate Authorizations have been obtained from the FCC.

(b) No Notices/Renewal. Seller has not received notice or other communication in connection with the Station or the Assets indicating that it is not in compliance with all requirements of (i) the FCC and the Communications Act, or (ii) applicable state and local statutes, regulations and ordinances. Seller has no Knowledge and has received no notice or

communication, formal or informal, indicating that the FCC, or any other governmental entity is considering revoking, suspending, modifying, canceling, rescinding or terminating any Authorization.

(c) RF Radiation. The operation of the Station does not cause or result in exposure of workers or the general public to levels of radio frequency radiation in violation of FCC Rule 1.1310 or FCC OST/OET Bulletin Number 65.

(d) FCC Debts. There are no outstanding FCC Debts.

(e) FAA Compliance. Seller and the Assets are in compliance with the rules and regulations of the Federal Aviation Administration (the "FAA") applicable to the Station in all material respects. All towers used by the Station are in compliance with all painting, lighting and tower registration requirements of the FAA, the FCC and any other governmental authority in all material respects. There are no pending applications with the FAA with respect to towers used by the Station. Schedule 1.1(b) includes a list of the antenna structure registration numbers, if applicable, for each of the towers used in connection with the Station.

2.11 Owned Real Property. Schedule 1.1(c)(i) contains a complete and accurate list, as of the date thereof, of Seller's Owned Real Property used in the operation of the Station. All of the Owned Real Property, and the improvements located on the Owned Real Property, are in good operating condition and repair, have been maintained in accordance with industry standards and are adequate for their intended use. There are no condemnation or eminent domain proceedings pending or, to Seller's Knowledge, threatened against the Owned Real Property. Seller has not received notice of any condemnation or eminent domain proceedings against the any of the Owned Real Property. Seller has fee simple title to the Owned Real Property, free and clear of all liens, claims, charges, options, rights of tenants or other encumbrances of any nature whatsoever except for current real estate taxes not yet due and payable. Seller has not received any notice alleging that any of the Owned Real Property fails to comply with applicable zoning laws or the building, health, fire and environmental protection codes of applicable governmental jurisdictions.

2.12 Business Names. Schedule 2.12 lists all business addresses, trade names and names of predecessor entities used by Seller since \_\_\_\_\_, 20\_\_\_. Seller has not been a party to a merger, consolidation, liquidation, recapitalization or other business combination since \_\_\_\_\_, 20\_\_.

2.13 Approvals and Consents. The only approvals or consents of persons or entities not a party to this Agreement that are legally or contractually required to be obtained by Seller in connection with the consummation of the transactions contemplated by this Agreement are those which are described in Section 4.4 below and the FCC Order ("Consents"). Any approvals under the Contracts or from any governmental division, regulatory authority or agency are material for purposes of this Section. The consummation of the transactions contemplated by this Agreement is not in conflict with, and does not require the consent under, any employment agreement, collective bargaining agreement, or any other employment related agreement, law or regulation applicable to any of Seller's employees.

2.14 Assets/Tangible Personal Property. The Assets constitute all of the assets used, useful, or necessary to conduct the operation of the Station as presently conducted and as presently proposed to be conducted. The Tangible Personal Property listed in Schedule 1.1(a) is a true and complete list as of the date hereof of all items of tangible personal property of every kind or description owned by Seller and used or useful in the operation of the Station included in the Assets. Any Tangible Personal Property that is leased by Seller as of the date hereof, whether as lessor or lessee, is separately designated on Schedule 1.1(a) and all related lease agreements are described on Schedule 1.1(d). Seller has good, valid and marketable title to or the unrestricted right to use all of the Assets owned by it, free and clear of all Security Interests of every kind or character (other than Permitted Encumbrances). Seller is the owner, lessee or licensee of all of the Tangible Personal Property. All Tangible Personal Property is in good operating condition and repair, reasonable wear and tear excepted, and has been maintained in accordance with good engineering practice, industry standards and any standards or guidelines imposed by the FCC.

2.15 Leased Real Property.

(a) Leases. Seller has provided to Buyer true and complete copies of all real property lease agreements listed in Schedule 1.1(c)(ii), including all amendments and modifications thereto, and all other leases or licenses or other rights to possession of any real property used or held by Seller in connection with the operation of the Station (the "Real Property Leases").

(b) Interests. The Leased Real Property and all of the fixtures, towers and improvements thereon owned by Seller (the "Owned Improvements") are to Seller's Knowledge in good operating condition and repair, reasonable wear and tear excepted, and have been maintained in accordance with industry standards and any standards or guidelines imposed by the FCC. Seller has received no notice alleging that the Leased Real Property or the Owned Improvements fail to comply with applicable zoning laws or the building, health, fire and environmental protection codes of applicable governmental jurisdictions.

(c) All Leases. The Real Property Leases constitute all the real property leases used or useful in connection with the operation of the Station to which Seller is lessee and, except as otherwise expressly excluded as Excluded Assets, the Owned Real Property and the Leased Real Property are the only real property now used by Seller in the operation of the Station as the Station is presently operated.

(d) Good Title. With respect to the Real Property Leases, Seller has good title to its leasehold interests in such real property and the Owned Improvements, in each case, free and clear of all liens, claims and encumbrances. With respect to each such lease: (i) the leases are in full force and effect, (ii) all accrued and currently payable rents and other payments required by such leases to be paid by Seller thereto have been paid, (iii) Seller is in peaceable possession, (iv) neither Seller nor any other party thereto is in default under any such lease, (v) Seller has not given nor received any notice of default or termination, and no condition exists and no event has occurred that, with the giving of notice, the lapse of time or the happening of any further event would become a default or permit early termination under any such lease, and (vi) the validity or

enforceability of any such lease will in no way be affected by the sale of the Assets or the other transactions contemplated herein.

2.16 Environmental Matters. Seller is in compliance with all federal, state and local laws and regulations in all material respects relating to pollution and the discharge of materials into the environment (collectively, the "Environmental Laws"). Seller holds all the permits, licenses and approvals of governmental authorities necessary for occupancy of the Real Property or operation of the Station under applicable Environmental Laws (the "Environmental Permits"). Seller is in compliance with the Environmental Permits and they are transferable to Buyer without the consent of any governmental entity. There are no underground or aboveground storage tanks on any of the Real Property. No hazardous or toxic substances have been released, discharged or disposed of on any of the Real Property. There are no quantities or concentrations of hazardous or toxic substances present at, on or under the Real Property that would pose an unacceptable risk to human health or the environment under any Environmental Law. No litigation or proceeding relating to Environmental Laws, Environmental Permits or any release, discharge or disposal of hazardous or toxic substances is pending or, to Seller's Knowledge threatened against the Station or Seller. Set forth on Schedule 2.16 is a list of all environmental reports, studies or analyses in the possession of Seller relating to the Real Property or the operation of the Station concerning hazardous or toxic substances or compliance with applicable Environmental Laws or Environmental Permits, true and complete copies of which have been provided to Buyer.

2.17 Compliance with Law and Regulations. The Station, the Assets, and Seller are in compliance with all requirements of federal, state and local law and all requirements of all federal, state and local governmental bodies or agencies having jurisdiction over any of them in all material respects, the operations of the Station, the use of Seller's properties and assets (including the Assets) and the Real Property. Seller has properly and timely filed all reports and other documents required to be filed with any federal, state or local government or subdivision or agency thereof in connection with the Station and the Assets. Seller has received no notice from any federal, state or municipal authority or any insurance or inspection body that any of its properties, facilities, equipment or business procedures or practices fails to comply with any applicable law, ordinance, regulation, building or zoning law or requirement of any public authority or body.

2.18 Insurance. A summary of current insurance coverage of Seller maintained in connection with the Station and the Assets is attached as Schedule 2.18. Seller maintains and will continue to maintain in full force and effect through the Effective Time, insurance policies covering it, the Station and the Assets in amounts and insuring against hazards, in the amounts set forth on Schedule 2.18. All of such policies are in full force and effect and Seller is not in default of any material provision thereof. Seller has received no notice from any issuer of any such policies of its intention to cancel, terminate or refuse to renew any policy issued by it.

2.19 Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending or, to Seller's Knowledge, threatened against Seller, nor, to Seller's Knowledge, is there any basis for any such suit, arbitration, administrative charge or other legal proceedings, claim or governmental investigation. Seller has

not been operating under or subject to, or in default with respect to, any order, writ, injunction or decree relating to the Station or the Assets of any court or federal, state, municipal or other governmental department, commission, board, agency or instrumentality which would have an adverse effect on the operation of the Station or any of the Assets or on the ability of Seller to enter into this Agreement or consummate the transactions contemplated hereby.

2.20 Intangible Property. Seller has all right, title and interest in and to all Intangible Property necessary in the operation of the Station as presently operated. Seller has not received notice of any claim against it involving any conflict or claim of conflict of any of the items listed on Schedule 1.1(e), and, to Seller's Knowledge, there is no basis for any such claim of conflict. Each item of Intangible Property owned or used by Seller in the operation of the Station immediately before the Closing will be owned or available for use by Buyer on identical terms and conditions immediately after the Closing. To Seller's Knowledge, no programming or other material used, broadcast or disseminated by Seller on the Station, infringes on any copyright, patent or trademark of any other party. Seller has not received notice of any claim of infringement of any third-party's copyright, patent, trademark, service mark, logotype, license or other proprietary right, including the use of any call sign, slogan or logo by any broadcast station or cable systems that may be confusingly similar to the call sign, slogans and logos currently used by the Station. Seller owns or possesses adequate licenses or other rights to use all copyrights, patents, trademarks, service marks, trade names, logotypes and other intangible rights used to operate the Station.

2.21 Bulk Sales. Neither the sale and transfer of the Assets pursuant to this Agreement, nor Buyer's possession and use thereof from and after the Closing because of such sale and transfer, will be subject to: (a) any law pertaining to bulk sales or transfers or to the effectiveness of bulk sales or transfers as against creditors of Seller; or (b) the imposition of any liability on Buyer for appraisal rights.

2.22 Brokers. [[[Seller has retained \_\_\_\_\_ as its broker in connection with the transactions contemplated by this Agreement. Seller shall be responsible for the payment of any fees to \_\_\_\_\_ that may be due in connection with the transactions contemplated by this Agreement. Other than \_\_\_\_\_, t]]] [[[T]]]here is no broker or finder or other Person who would have any valid claim through Seller against any of the parties to this Agreement for a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any action taken by Seller.

2.23 Conflicting Interests. Neither Seller, nor any director, officer, [[[member]]], manager, [[[partner]]], or [[[shareholder]]] of Seller, nor any Affiliate of any of the foregoing, has any financial interest in any supplier, advertiser or customer of Seller or in any other business enterprise with which the Station or Seller engage in business or with which the Station or Seller is in competition. Affiliate" means (a) any Person that owns or controls, is owned or controlled by, or under common control with, such Person, (b) any Person that is an officer, director, member, general partner or trustee of, or serves in a similar capacity with the specified Person, or for which the specified Person is an officer, director, member, general partner or trustee, or serves in a similar capacity, or (c) any member of the immediate family of the specified Person. The

ownership of less than one percent of the outstanding capital stock of a publicly-held corporation shall not be deemed to be a violation of this representation and warranty.

2.24 Matters Arising After the Financial Statements Date. Since the date of the most recent Financial Statement:

(a) There has not been any change that would be materially adverse to the business, prospects, operations, results of operations, Assets, condition (financial or otherwise) of the Station as a whole or a material impairment of the ability of Seller to perform under this Agreement ("Material Adverse Change"), uncured default by Seller under any Contract, the terms of the leases for the Leased Real Property or any material physical damage or loss to any of the Assets (except where such damage or loss was covered by insurance and/or repair or replacement of the damaged or lost assets has been completed);

(b) Seller has maintained its books, accounts and records in the usual, customary and ordinary manner;

(c) Seller has preserved its business organization intact and has used its best efforts to keep available the services of its employees and to preserve relationships with the FCC and its customers, advertisers, suppliers and others with whom it deals;

(d) Seller has not sold, leased, transferred, or assigned any of its assets, tangible or intangible, other than for a fair consideration in the Ordinary Course of Business;

(e) Seller has not entered into any agreement, contract, license or lease outside the Ordinary Course of Business;

(f) No party (including Seller) has accelerated, terminated, modified or cancelled any agreement, contract, lease or license involving more than \$[[[5,000]]] to which Seller is a party or by which it is bound; and

(g) Seller has not permitted the imposition of any Security Interests upon any of the Assets.

2.25 Bankruptcy. Seller is neither insolvent nor the subject of bankruptcy or any similar proceeding.

2.26 Employees. Although Buyer is not under any obligation to hire any employees of Seller in connection with the transactions contemplated by this Agreement, Buyer may, in its sole discretion, on the Closing Date or thereafter, offer employment to certain employees of Seller employed in operation of the Station. Seller represents and warrants that with respect to the Station's employees, there are no collective bargaining agreements or written or oral agreements relating to the terms and conditions of employment or termination of employment covering such employees. All of the Station's employees are employees-at-will. Seller is not engaged in any unfair labor practice or other unlawful employment practice and there are no unfair labor practice



charges or other employee-related complaints, grievances or arbitrations against the Seller pending or, to Seller's Knowledge, threatened before the National Labor Relations Board, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, the Department of Labor, any arbitration tribunal or any other federal, state, local or other governmental authority. There is no strike, picketing, slowdown or work stoppage by or concerning such employees pending against or involving Seller. No union representation question is pending or threatened with respect to any of the Station's employees. Seller has delivered true and correct copies of all employee handbooks and written policies and procedures relating to employment by the Seller of the Station's employees, including, but not limited to, compensation, benefits, accrual of vacation and sick days, equal employment opportunity and safety. Seller has complied with in the past, and is now in compliance with, all labor and employment laws in all material respects including, without limitation, federal, state, local and other applicable laws, rules, regulations, ordinances, orders and decrees concerning collective bargaining, unfair labor practices, payments of employment taxes, occupational safety and health, worker's compensation, the payment of wages and overtime and equal employment opportunity. Seller is not liable for any arrears for wages, benefits, Taxes, damages or penalties for failing to comply with any law, rule, regulation, ordinance, order or decree relating in any way to labor or employment of the Station's employees. Seller is the sponsor of all Station Benefit Plans (defined below). Other than as provided to Buyer, Seller does not have any pension plan, profit sharing plan, deferred compensation plan, stock option or stock bonus plan, savings plan, welfare plan or other benefit plan or arrangement, policy, practice, procedure or contract concerning employee benefits or fringe benefits of any kind, whether governed by ERISA, relating to or covering the Station's Employees (a "Station Benefit Plan"). Other than as provided to Buyer, Seller does not maintain, sponsor or contribute to any "employee benefit plan" (within the meaning of Section 3(3) of ERISA) or any other plan, program, practice, agreement or arrangement covering the Station's employees, whether written or oral, of employee compensation, deferred compensation, severance pay, retiree benefit or fringe benefit; all such plans are maintained, sponsored or contributed to, as applicable, by Seller. Seller has furnished the Buyer with true, complete and accurate copies of all summary plan descriptions of Station Benefit Plans, if any. To Seller's Knowledge, each of the Station Benefit Plans is in compliance in all material respects with all applicable requirements of ERISA, the Code and other applicable law. Each of the Station Benefit Plans has been administered in all material respects in accordance with its terms and with applicable legal requirements. All "employee pension plans" (within the meaning of Section 3(2) of ERISA) have been determined by the IRS to be qualified under Section 401(a) of the Code and no action or proceeding has been instituted or threatened which would affect the qualification of any pension plan of the Station or of Seller. No unfunded liabilities, based on the Pension Benefit Guaranty Corporation ("PBGC") rates currently in effect for plan terminations, exist with respect to any Station Benefit Plan that is a "defined benefit plan" (within the meaning of Section 3(35) of ERISA). There has not been any Reportable Event under ERISA §4043 with respect to any pension plan of the Station or Seller. Seller has not engaged in a "prohibited transaction" or breach of fiduciary responsibility with respect to any Station Benefit Plan. Seller has never (i) contributed to a Multiemployer Plan as defined in ERISA §3(37); or (ii) incurred any liability under Title IV of ERISA to the PBGC or to a Multiemployer Plan.

2.27 Disclosure. No provision of this Agreement relating to Seller, the Station or the Assets, nor any other document, Schedule, or other information furnished by Seller to Buyer in connection with the execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated to make the statement, in light of the circumstances in which it is made, not misleading. All Schedules attached hereto are accurate and complete as of the date hereof or the date specified on the Schedule.

### ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article 3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 3). The term "Knowledge," when applied to Buyer herein, means knowledge of Buyer's officers having responsibility for or holding a position that reasonably could be expected to involve substantial knowledge about the subject matter to which such knowledge relates, directors, and [[[shareholders]]] [[[members]]].

3.1 Qualification as a Broadcast Licensee. Buyer is financially qualified and, to Buyer's Knowledge, is legally qualified under the Communications Act and the rules, regulations and policies of the FCC to acquire the Assets from Seller. There is no fact or condition known to Buyer that would, under the Communications Act and the existing rules, regulations and policies of the FCC, disqualify Buyer as owner and operator of the Station or constitute grounds for the filing of a petition to deny or objection related to the qualifications of Buyer or that would reasonably be expected to result in a delay of the FCC Order. To Buyer's Knowledge, no waiver of any FCC rule, regulation or policy existing as of the date of this Agreement will be required, with respect to Buyer, to obtain the FCC Order.

#### 3.2 Status.

(a) Buyer. Buyer is a \_\_\_\_\_ duly organized, in good standing and validly existing under the laws of the State of \_\_\_\_\_. Buyer is (or will be at the Closing) duly authorized to transact business in the State of \_\_\_\_\_. Buyer has the requisite power to carry on its business as it is now being conducted and to enter into and complete the transactions contemplated by this Agreement.

(b) Approvals and Consents. There are no approvals or consents of Persons not a party to this Agreement that are legally or contractually required to be obtained by Buyer in connection with the consummation of the transactions contemplated by this Agreement, other than the FCC Order.

3.3 No Defaults. Neither the execution, delivery and performance by Buyer of this Agreement nor the consummation by Buyer of the transactions contemplated hereby are events that,

of themselves or with the giving of notice or the passage of time or both, will: (a) violate or conflict with any provision of the \_\_\_\_\_ of Buyer; (b) constitute a violation of, conflict with or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation of Buyer under any contract, mortgage, indenture, agreement, lease or other instrument to which Buyer is a party or by which it is bound, or (c) violate any judgment, decree, order, statute, law, rule or regulation of any court, arbitrator or government or regulatory body applicable to Buyer.

3.4 Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending or, to Buyer's Knowledge, threatened against Buyer affecting Buyer's qualification to hold an FCC license or its ability to purchase and acquire the Assets nor, to Buyer's Knowledge, is there any basis for any such suit, arbitration, administrative charge or other legal proceedings, claim or governmental investigation. Buyer has not been operating under or subject to, or in default with respect to, any order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, agency or instrumentality which would have an adverse effect on Buyer's ability to enter into this Agreement or consummate the transactions contemplated hereby.

3.5 Entity Action. All actions and proceedings necessary to be taken by or on the part of Buyer in connection with the performance, execution and delivery of this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with and subject to the terms contained herein.

3.6 Brokers. There is no broker or finder or other Person who would have any valid claim through Buyer against any of the parties to this Agreement for a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement of or action taken by Buyer.

3.7 Full Disclosure. No provision of this Agreement relating to Buyer or any other document, or other information furnished by Buyer to Seller in connection with the execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated to make the statement, in light of the circumstances in which it is made, not misleading.

#### ARTICLE 4

#### COVENANTS OF SELLER PENDING THE CLOSING

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

#### 4.1 Operations of the Business.

(a) Ordinary Operations. Seller shall use its best efforts to carry on operations of the Station and keep its books and accounts, records and files in the usual and ordinary manner in which the business of the Station have been conducted in the past, including, but not limited to, spending amounts on advertising, promotions, marketing and maintenance of the Station between the date of this Agreement and the Closing Date, as set forth in the 20\_\_ Budget attached as Schedule 4.1, which are comparable to the amounts Seller spent for the comparable period in 20\_\_ and 20\_\_. Seller shall operate the Station in compliance with the terms of the Authorizations and all applicable laws, rules and regulations, including, without limitation, FCC rules and regulations in all material respects.

(b) Current Statements. Seller shall provide Buyer with copies of Seller's monthly internal statements of operations for the Station and related statements of operations for the monthly accounting periods between the date hereof and the Closing Date, by the 15<sup>th</sup> business day of each month for the preceding calendar month, which statements shall present fairly the financial position of Seller and the results of operations for the period indicated. Such monthly statements shall show: (i) the current month's and prior year's actual results for such month and the current month's budget, each by line item, (ii) year-to-date information and comparative prior year period information for the Station, each by line item. In addition, Seller shall provide to Buyer simultaneously with the delivery of these monthly financial statements, financial information to permit Buyer to compute readily the income from operations of the Station for such month and the year-to-date. If requested by Buyer and at Buyer's expense, Seller shall permit an audit by an independent firm of certified public accountants of the cash flow of the Station.

4.2 Access to Facilities, Files and Records. In order to facilitate Buyer's due diligence investigation of the Station and the Assets, at the reasonable request of Buyer and on reasonable advance notice, Seller shall from time to time promptly give or cause to be given to the officers, employees, accountants, counsel, agents, consultants and representatives of Buyer full access during normal business hours to: (i) all facilities, properties, accounts, books, deeds, title papers, insurance policies, agreements, contracts, commitments, records and files of every character, including, without limitation, equipment, machinery, fixtures, furniture, vehicles, accounts payable and receivable relating to the Station; and (ii) all such other information concerning the Station and the Assets as Buyer may reasonably request. Seller shall cause its accountants and any of its agents in possession of Seller's books and records to cooperate with Buyer's requests for information pursuant to this Agreement and shall request such accountants to provide Buyer access to all of the accountants' audit and tax work papers with respect to the Assets or the Station.

4.3 Representations and Warranties. Seller shall give detailed written notice to Buyer promptly on learning of the occurrence of any event that would cause or constitute a breach, or that would have caused a breach had such event occurred or been known to Seller on or before the date of this Agreement, of any of Seller's representations or warranties contained in

this Agreement or in any Schedule attached hereto. Any such notice to Buyer, similar informal notice by Seller to Buyer, or independent investigation, examination, or other source of information regarding a breach of Seller's representations and warranties shall not in any way diminish or obviate any representations or warranties of Seller made in this Agreement, the Schedules and documents delivered pursuant to this Agreement.

4.4 Consents. Seller shall use its best efforts to obtain, prior to Closing, the consent or approval of any third Person required under any Contract and Real Property Lease to assign any such Contract and Real Property Lease from Seller to Buyer, including providing adequate notice of the assignment where applicable. Buyer shall not be obligated to accept at Closing an assignment of any Contract or Real Property Lease or any liability under such Contract or Real Property Lease for which a consent is not obtained and, if such consent is obtained after the Closing (pursuant to Section 10.5 below), Buyer will not be required to assume any liability under such Contract or Real Property Lease until such consent is obtained and Buyer is placed in the position it would have been in if the consent had been obtained before the Closing.

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

4.6 Consummation of Agreement; Wire Instructions. Subject to the provisions of Section 10.1 of this Agreement, Seller shall use its best efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement and use its best efforts to cause the transactions contemplated by this Agreement to be fully carried out. No less than three (3) business days prior to the Closing Date, Seller shall deliver wire transfer instructions to Buyer to enable Buyer to make a wire transfer of funds on the Closing Date pursuant to Section 1.5(b) above.

4.7 Application for FCC Consents. As promptly as practicable after the date of this Agreement, and in no event later than ten (10) days after the full execution of this Agreement, Seller shall cause to be filed an application with the FCC requesting the FCC's written consent to the assignment of the Authorizations to Buyer. Seller shall use its best efforts, to take all steps that are proper, necessary or desirable to expedite the preparation of such application and its prosecution to a favorable conclusion. Seller shall promptly provide Buyer with a copy of any pleading, order or other document served Seller relating to such application. Seller shall furnish all information required of it by the FCC. If Closing occurs hereunder after the FCC Order has been granted, but prior to the FCC Order becoming Final, then Seller's obligations under this Section shall survive the Closing until the FCC Order becomes Final.

Seller shall bear one-half of the cost of application filing fees relating to the assignment of the Authorizations to Buyer.

4.8 Real Property. With respect to any Real Property, within thirty (30) days after the date of this Agreement, to the extent that Seller has not already provided the same, Seller shall deliver to Buyer copies of (A) all existing soil, engineering and environmental reports and studies with respect to the ownership, maintenance, use, occupancy and operation of any parcel of the Real Property in its possession or accessible by Seller, (B) any existing surveys and plats for any parcel of the Owned Real Property, in its possession or accessible by Seller (and the Leased Real Property, if available), (C) the relevant Seller's source deed for each parcel of Owned Real Property, (D) any and all existing title insurance commitments and title insurance policies for any parcel of the Owned Real Property, (E) the real property tax bill for the current fiscal year, if issued, for each parcel of Owned Real Property, and (F) any permits issued to Seller by any Governmental Agency and related to the ownership, use or lease of any of the Real Property. Seller will allow Buyer, at Buyer's own expense, to conduct any and all investigations, examinations and studies for the Real Property as Buyer deems necessary including, but not limited to, a title examination, survey and any environmental study of the Real Property before Closing. Seller will cooperate with Buyer and Seller will use its best efforts to obtain the consent of any lessor of any Leased Real Property to an environmental study of such parcel of Leased Real Property.

4.9 Publicity. Seller shall not issue or cause the publication of any press release or any other public statement or any correspondence or other communication with respect to the execution and Closing of this Agreement unless Buyer shall have had the prior opportunity to review and comment thereon and such release or statement has been consented to by Buyer.

4.10 Exclusivity. Seller will not (i) solicit, initiate, or encourage the submission of any proposal or offer from any Person relating to the acquisition of any of the voting securities of Seller, or any portion of the Assets outside the Ordinary Course of Business (including any acquisition structured as a merger, consolidation, or share exchange), or (ii) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any Person to do or seek any of the foregoing. Seller will notify Buyer immediately if any Person makes any proposal, offer, inquiry, or contact with respect to any of the foregoing.

4.11 Confidentiality. Any and all information, disclosures, knowledge or facts regarding Buyer and its operations received by Seller (including, without limitation, any of Seller's managers, partners, officers, employees, accountants, counsel, agents, consultants or representatives, or any of them (collectively, "Representatives")) pursuant to or in connection with this Agreement, shall be confidential and shall not be divulged, disclosed or communicated to any other Person, except as required by law and to Seller's Representatives and their respective attorneys for the purpose of consummating the transactions contemplated by this Agreement. Seller shall be responsible for any breach of confidentiality by any such Person. If

this Agreement terminates before Closing, Seller shall return promptly any information obtained regarding Buyer and Seller shall instruct its Representatives also to return any such information.

## ARTICLE 5 COVENANTS OF BUYER PENDING THE CLOSING

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

5.1 Representations and Warranties. Buyer shall give detailed written notice to Seller promptly on learning of the occurrence of any event that would cause or constitute a breach, or that would have caused a breach had such event occurred or been known to Buyer on or before the date of this Agreement, of any of Buyer's representations or warranties contained in this Agreement or in any Schedule attached hereto. Any such notice to Seller, similar informal notice by Buyer to Seller, or independent investigation, examination, or other source of knowledge by Seller regarding a breach of Buyer's representations and warranties shall not in any way diminish or obviate any representations or warranties of Buyer made in this Agreement, the Exhibits, Schedules and documents delivered pursuant to this Agreement.

5.2 Consents. Buyer shall cooperate with Seller to obtain the consents of any third Person required under any Contract listed on Schedule 1.1(d) or any Real Property Lease to the assignment from Seller to Buyer.

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

5.4 Consummation of Agreement. Subject to the provisions of Section 10.1 of this Agreement, Buyer shall fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement and to cause the transactions contemplated by this Agreement to be fully carried out.

5.5 Application for FCC Consent. As promptly as practicable after the date of this Agreement, and in no event later than ten (10) business days after the full execution of this Agreement, Buyer shall cooperate with Seller to prepare and file the application requesting the FCC's written consent to the assignment of the Authorizations to Buyer as provided in Section 4.7 and take all such steps that are proper, necessary or desirable to expedite the prosecution of such application to a favorable conclusion. If Closing hereunder occurs after the FCC Order have been granted, but prior to the FCC Order becoming Final, then Buyer's obligations under

this Section shall survive the Closing until the FCC Order become Final. Buyer shall bear one-half of the cost of application filing fees relating to the assignment of the Authorizations to Buyer.

5.6 Publicity. Buyer shall not issue or cause the publication of any press release or any other public statement or any correspondence or other communication with respect to the execution and Closing of this Agreement unless Seller shall have had the prior opportunity to review and comment thereon and such release or statement has been consented to by Seller.

5.7 Confidentiality. Any and all information, disclosures, knowledge or facts regarding Seller and the Assets received by Buyer (including, without limitation, any of Buyer's Representatives) pursuant to or in connection with this Agreement, shall be confidential and shall not be divulged, disclosed or communicated to any other Person, except as required by law and to Buyer's Representatives and their respective attorneys for the purpose of consummating the transactions contemplated by this Agreement. Buyer shall be responsible for any breach of confidentiality by any such Person. If this Agreement terminates before Closing, Buyer shall return promptly any information obtained regarding Seller or the Assets and Buyer shall instruct its Representatives also to return any such information.

## ARTICLE 6 CONDITIONS TO THE OBLIGATIONS OF SELLER

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

### 6.1 Representations, Warranties and Covenants.

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

(b) Buyer Compliance. Buyer shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it before or on the Closing Date;

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

(d) Other Documents. Seller shall be furnished with such certificates, documents or instruments with respect to Buyer as Seller may have reasonably requested before the Closing to carry out the intent and purposes of this Agreement.



## 6.2 Proceedings.

(a) No Injunction. No party shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

(b) Postponement. In the event such a restraining order or injunction is in effect, this Agreement may not be terminated by Seller pursuant to this Section 6.2 before the Final Closing Date but the Closing shall be delayed during such period. This Agreement may be terminated after such date if such restraining order or injunction remains in effect.

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

6.4 Authorizations. The FCC Order shall have been granted.

## ARTICLE 7 CONDITIONS TO THE OBLIGATIONS OF BUYER

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

### 7.1 Representations, Warranties and Covenants.

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

(b) Seller's Performance. Seller shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it before or on the Closing Date;

(c) Seller's Certificates. Seller shall have furnished Buyer with certificates, dated the Closing Date and duly executed by an officer of Seller, to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied; and

(d) Other Documents. Buyer shall be furnished with such certificates, documents or instruments with respect to Seller as Buyer may have reasonably requested before the Closing to carry out the intent and purposes of this Agreement.

## 7.2 Proceedings.

(a) No Injunction. No party shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

(b) Postponement. If such a restraining order or injunction is in effect, then this Agreement may not be terminated by Buyer pursuant to this Section before the Final Closing Date, but the Closing shall be delayed during such period. This Agreement may be terminated after such date if such restraining order or injunction remains in effect.

7.3 Liens Released. All Security Interests pertaining to the Assets shall be released of record and there shall be no liens in respect of the Assets, except Permitted Encumbrances.

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

7.5 Authorizations. The FCC Order shall be effective and shall have become Final.

7.6 Consents. Seller shall have obtained all consents, including, without limitation, all approvals and waivers of governmental agencies as are required for the consummation of the transactions contemplated by this Agreement, without any change in the terms thereof, except those approved by Buyer in writing.

7.7 Revised Schedules. Seller shall have delivered to Buyer such revised forms of each of the Schedules or updated information for addition to or inclusion in the Schedules as are necessary to reflect changes in such Schedules as of the Closing Date; provided, however, that, except for changes that are permitted by the terms of this Agreement, no change in any Schedule will be binding on Buyer without its prior written consent, which consent may be withheld by Buyer for any or no reason.

7.8 No Material Change in Business of the Station or Assets. There shall not have been a Material Adverse Change in the financial condition or business of Seller, uncured default by Seller under any Contract, the terms of the leases for the Leased Real Property or any material physical damage or loss to any of the Assets (except where such damage or loss was covered by insurance and/or repair or replacement of the damaged or lost assets has been completed).

7.9 Environmental Surveys. Buyer shall have received the results of any environmental studies of the Real Property that Buyer may elect to perform under the provisions of Section 4.8 above, and such results are satisfactory to Buyer in its sole discretion.

## ARTICLE 8 ITEMS TO BE DELIVERED AT THE CLOSING

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

(a) Bills of Sale, Assignments, Etc. Bills of sale, certificates of title, endorsements, assignments and other good and sufficient instruments of sale, conveyance, transfer and assignment, in form and substance satisfactory to Buyer, sufficient to sell, convey, transfer and assign to Buyer all right, title and interest of Seller in and to the Assets and to quiet Buyer's title thereto;

(b) Board Resolutions. Certified copies of resolutions, duly adopted by the Board of Directors of Seller, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby;

(c) Joint Escrow Instructions. Joint instructions to the Escrow Agent to release the Escrow Deposit to Seller.

(d) Officer's Certificate. The certificate referred to in Section 7.1(c);

(e) FCC Counsel Opinion. An opinion of FCC counsel for Seller, dated as of the Closing Date, in the form attached hereto as Exhibit B;

(f) Estoppel Certificates. Landlord estoppel certificates, consents and waivers concerning the Leased Real Property in form and substance satisfactory to Buyer; and

(g) Consents. The consents described in Section 7.6, in form and substance satisfactory to Buyer.

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

(a) Purchase Price. The Purchase Price, which shall be paid in the manner specified in Section 1.5;

(b) Joint Escrow Instructions. Joint instructions to the Escrow Agent to release the Escrow Deposit to Seller.

(c) Assumption Agreements. An instrument or instruments of assumption of the Contracts and Real Property Leases to be assumed by Buyer pursuant to this Agreement, in form and substance satisfactory to Seller; and

(d) Officer's Certificate. The certificate referred to in Section 6.1(c).

## ARTICLE 9 SURVIVAL; INDEMNIFICATION

9.1 Survival. All representations and warranties contained in this Agreement, or in any Schedule, certificate, agreement or statement delivered pursuant hereto, shall survive the

Closing, any investigation conducted by any party hereto and any information which any party may receive, for two (2) years after the Closing Date, provided, however, that representations and warranties contained herein, or in any Schedule, certificate, agreement or statement delivered pursuant hereto, with respect to income taxes, personal property taxes, real estate taxes, FCC Debt, environmental matters, employee matters and health and safety matters shall survive until three (3) months after the expiration of the limitations period under the respective applicable law, whereupon all such representations, warranties, and indemnities with respect thereto, shall expire and terminate and shall be of no further force or effect. If a Deficiency is asserted by either party, before the expiration of the survival or limitations period, such asserted Deficiency shall survive until the existence of such Deficiency has been finally established and the Deficiency is resolved as provided below.

## 9.2 Basic Provision.

(a) Buyer Indemnitees. Seller (an "Indemnifying Party") hereby agrees to indemnify and hold harmless Buyer, its officers, directors and [[[shareholders]]] [[[members]]] (collectively, the "Buyer Indemnitees") from, against and in respect of, and to reimburse the Buyer Indemnitees for the amount of any and all Deficiencies.

(b) Seller Indemnitees. Buyer (an "Indemnifying Party"), hereby agrees to indemnify and hold harmless Seller and its officers, directors, and [[[shareholders]]] [[[members]]] (collectively, the "Seller Indemnitees") from, against and in respect of, and to reimburse Seller Indemnitees for the amount of any and all Deficiencies.

## 9.3 Definition of "Deficiencies".

(a) Deficiencies for Buyer. As used in this Article 9, the term "Deficiencies" when asserted by the Buyer Indemnitees or arising out of a third party claim against the Buyer Indemnitees shall mean any and all losses, fines, damages, liabilities and claims sustained by the Buyer Indemnitees and arising out of, related to, in the nature of, caused by, based on or resulting from:

(i) Any misrepresentation, breach of warranty or any non-fulfillment of any representation, warranty, covenant, obligation or agreement on the part of Seller contained in or made in this Agreement or in a Schedule, certificate, agreement or statement delivered pursuant to this Agreement;

(ii) Any failure by Seller to pay or discharge any Excluded Liability or any other liability of Seller and the Seller Indemnitees, direct or contingent, that is not expressly assumed by Buyer pursuant to the provisions of this Agreement;

(iii) Any litigation, proceeding or claim by any third party to the extent relating to the businesses or operations of Seller, the Assets or the Station before the Effective Time;

(iv) Any payment required to be paid by Seller with respect to any employee or consultant of Seller;

(v) Except for obligations or liabilities expressly assumed by Buyer herein, Seller's operation of the Station or Seller's business before the Effective Time (including, but not limited to, any and all claims, liabilities, and obligations arising or required to be performed by Seller under any lease, contract, or agreement or under this Agreement before the Effective Time);

(vi) Any and all acts, suits, proceedings, demands, assessments and judgments and all reasonable fees, costs and expenses of any kind, related or incident to any of the foregoing (including, without limitation, any and all reasonable fees (whether of attorneys, accountants or other professionals), costs and expenses of any kind reasonably incurred by any Person identified herein and its counsel in investigating, preparing for, defending against, or providing evidence, producing documents or taking other action with respect to any threatened or asserted claim ("Legal Expenses")); or

(vii) Any hazardous or toxic substance in, or under the Real Property that existed on or prior to the Closing Date.

(b) Deficiencies for Seller. As used in this Article 9, the term "Deficiencies" when asserted by the Seller Indemnitees or arising out of a third party claim against the Seller Indemnitees shall mean any and all losses, damages, liabilities and claims sustained by the Seller Indemnitees and arising out of, related to, in the nature of, caused by, based on or resulting from:

(i) Any misrepresentation, breach of warranty or any non-fulfillment of any representation, warranty, covenant, obligation or agreement on the part of Buyer contained in or made in this Agreement or in a Schedule, certificate, statement or agreement delivered pursuant to this Agreement;

(ii) Any failure by Buyer to pay or discharge any other liability arising after the Closing Date for any Assumed Liability;

(iii) Any litigation, proceeding or claim by any third party to the extent relating to the business or operations of Buyer, the Assets or the Station after the Closing Date;

(iv) Buyer's operation of the Station or the ownership of the Assets after the Closing Date (including, but not limited to, any and all claims, liabilities, and obligations arising or required to be performed by Buyer under any lease, contract, or agreement or under this Agreement after the Closing Date); or

(v) Any and all acts, suits, proceedings, demands, assessments and judgments and all fees, costs and expenses of any kind, related or incident to any of the foregoing (including, without limitation, any and all reasonable Legal Expenses).

#### 9.4 Procedures for Establishment of Deficiencies.

(a) Claim Asserted. In the event that any claim shall be asserted by any third party against the Buyer Indemnitees or the Seller Indemnitees (the Buyer Indemnitees or the Seller Indemnitees, as the case may be, hereinafter, the "Indemnitees"), which, if sustained, would result in a Deficiency, then the Indemnitees, promptly and in all events within fifteen (15) business days after learning of such claim, shall notify the Indemnifying Party of such claim and Indemnitees shall permit the Indemnifying Party to defend against such claim, at the Indemnifying Party's sole expense and through legal counsel reasonably acceptable to the Indemnitees, provided that the Indemnifying Party proceeds in good faith, expeditiously and diligently. The Indemnitees shall, at their option and expense, have the right to participate in any defense undertaken by the Indemnifying Party with legal counsel of their own selection and at their expense. The parties will cooperate fully in any such action and shall make available to each other any books or records useful for the defense of such claim. No settlement or compromise of any claim which may result in a Deficiency may be made by the Indemnifying Party without the prior written consent of the Indemnitees unless: (a) before such settlement or compromise, the Indemnifying Party acknowledges in writing its obligation to pay in full the amount of the settlement or compromise and all associated expenses and (b) the Indemnitees are furnished with security reasonably satisfactory to the Indemnitees that the Indemnifying Party will in fact pay such amount and expenses or the Indemnifying Party obtains a release of the Indemnitees from all liability in respect of such claim.

(b) Notice. In the event that the Indemnitees assert the existence of any Deficiency against the Indemnifying Party, such Indemnitees shall give written notice to the Indemnifying Party of the nature and amount of the Deficiency asserted. If the Indemnifying Party within a period of thirty (30) days after the giving of the Indemnitees' notice, shall not give written notice to the Indemnitees announcing its intent to contest such assertion of the Indemnitees (such notice by the Indemnifying Party being hereinafter referred to as the "Contest Notice"), such assertion of the Indemnitees shall be deemed accepted and the amount of the Deficiency shall be deemed established. In the event, however, that a Contest Notice is given to the Indemnitees within such 30-day period, then the contested assertion of a Deficiency shall be resolved through binding arbitration pursuant to Section 10.9.

(c) Agreement. The Indemnitees and the Indemnifying Party may agree in writing, at any time, as to the existence and amount of a Deficiency, and, on the execution of such agreement such Deficiency shall be deemed established.

9.5 Payment of Deficiencies. The Indemnifying Party hereby agrees to pay the amount of established Deficiencies within thirty (30) days after the establishment thereof ("Due Date"). The amount of established Deficiencies shall be paid in cash. Any amounts not paid by the Indemnifying Party when due under this Section shall bear interest from and after the Due Date thereof until the date paid at a rate equal to the lesser of: (a) 12% per annum and (b) the highest legal rate permitted by applicable law. At the option of the Indemnitees, the Indemnitees may offset any Deficiency or any portion thereof that has not been paid by the Indemnifying Party to the

Indemnities against any obligation any of the Indemnities may have to the Indemnities arising out of a Deficiency established pursuant to Section 9.4.

9.6 Continuing Corporate Existence of Seller. For a period of two years following the Closing Date, Seller (or its successor entity or entities) shall use its best efforts to maintain its corporate existence and financial viability to satisfy Deficiencies in order to further support Seller's indemnification obligations hereunder.

## ARTICLE 10 MISCELLANEOUS

10.1 Termination of Agreement. This Agreement may be terminated at any time on or before the Closing Date: (a) by the mutual consent of Seller and Buyer; (b) by Buyer as provided in Sections 10.7 and 10.8; (c) by either party hereto if the Closing has not taken place within twelve (12) months after the date on which the FCC Application is accepted for filing (the "Final Closing Date"); (d) by Buyer on or after the Closing Date if Seller has not satisfied the conditions set forth in Article 7 and Buyer has satisfied or is prepared and able (but for Seller's defaults) to satisfy the conditions of Article 6; and (e) by Seller on or after Closing Date if Buyer has not satisfied the conditions set forth in Article 6 and Seller has satisfied or is prepared and able (but for Buyer's defaults) to satisfy the conditions of Article 7. A termination pursuant to this Section 10.1 shall not relieve any party of any liability it would otherwise have for a willful breach of this Agreement. If this Agreement is terminated rightfully pursuant to this Article 10, all further obligations of the parties hereunder shall terminate. If this Agreement is terminated pursuant to Section 10.1(e) above and Seller is not in material default of its obligations hereunder, the Escrow Deposit shall be paid by Buyer to Seller as liquidated damages and as the exclusive remedy of Seller against Buyer. Seller acknowledges that its damages in the event of termination of this Agreement under the provisions of Section 10.1(e) above would be difficult to determine and that the Escrow Deposit is a reasonable and satisfactory substitution for the amount such damages.

10.2 Specific Performance. The parties acknowledge that the operation of the Station is of a special, unique and extraordinary character. Upon a material breach by Seller of its representations, warranties, covenants and agreements under this Agreement, Buyer shall be entitled to an injunction restraining any such breach or threatened breach or to enforcement of this Agreement by a decree or decrees of specific performance requiring Seller to fulfill its obligations under this Agreement; provided, however, Buyer shall not be entitled to specific performance if it is in material breach of its representations, warranties, covenants and agreements under this Agreement or if it fails to obtain necessary regulatory approvals pursuant to this Agreement.

10.3 Expenses. Each party hereto shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement including, without limitation,

accounting and legal fees incurred in connection herewith; *provided, however*, Seller shall bear all sales or transfer taxes arising from the transfer of the Assets to Buyer.

10.4 Remedies Cumulative. Except with respect to payment of the Escrow Deposit to Seller under the provisions of Section 10.1, the remedies provided in this Agreement shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other party hereto.

10.5 Contract Assignment Consents. Nothing contained in this Agreement shall be construed as an assignment or an attempted assignment of any Contract which is non-assignable without the consent of the other party or parties thereto, unless such consent shall be given. If a consent to assignment of a Contract is not obtained prior to Closing, Seller shall use its best efforts to obtain such consent after Closing. Until such consent is obtained, Seller shall cooperate with Buyer in any arrangements necessary or desirable, on commercially reasonable terms, to provide for Buyer to have the benefits and to have Buyer assume the burdens arising after the Closing Date thereunder, including, without limitation, enforcement for the benefit of Buyer, and assumption by Buyer of the costs of enforcing, any and all rights of Seller thereunder against the other party thereto arising out of the cancellation thereof by such other party or otherwise.

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

10.7 Risk of Loss. The risk of loss, damage or destruction to any of the Assets from fire or other casualty or cause shall be borne by Seller at all times before the Effective Time. On any such loss, damage or destruction, the proceeds of any claim for any loss, payable under any insurance policy with respect thereto, shall be used to repair, replace or restore any such property to its former condition, subject to the conditions stated below. It is expressly understood and agreed that, in the event of any loss or damage to any of the Assets from fire, casualty or other causes before the Closing, Seller shall notify Buyer of same in writing immediately. Such notice shall specify with particularity the loss or damage incurred, the cause thereof (if known or reasonably ascertainable) and the insurance coverage. If the damaged property is not completely repaired, replaced or restored on or before the Closing Date, Buyer at its sole option: (a) may elect to postpone Closing until such time as the property has been completely repaired, replaced or restored to the reasonable satisfaction of Buyer if the repair, replacement or restoration can be accomplished within one (1) month following the date of the loss or damage or the Closing Date, whichever is the earlier and (b) may elect to consummate the Closing and accept the property in its then condition, in



which event Seller shall pay to Buyer all unused proceeds of insurance and assign to Buyer the right to any unpaid proceeds; or (c) terminate this Agreement without liability to any party.

10.8 Broadcast Transmission Interruption. If, before the Closing, the regular broadcast transmission of the Station in the normal and usual manner is interrupted for a period of 72 continuous hours or more, Seller shall give prompt written notice thereof to Buyer. Buyer shall then have the right by giving written notice to Seller, to postpone (and if necessary re-postpone) the Closing to a date that is fifteen (15) business days after the end of any such interruption. If the regular broadcast transmission of the Station in the normal and usual manner is interrupted for a continuous period of 168 hours or more at any time before Closing Date or, if at the Closing Date, the regular transmission of the Station is interrupted and cannot be reestablished within 160 hours, then (a) Seller immediately shall give written notice thereof to Buyer; and (b) Buyer shall have the right, by giving written notice to Seller, to (i) within three business days after receiving notice from Seller of such interruption, to terminate this Agreement without liability to Seller or Buyer, or (ii) postpone the Closing as provided above.

10.9 Arbitration; Choice of Jurisdiction. If a controversy should arise in the performance, interpretation or application of this Agreement, either party may serve upon the other a written notice stating that such party desires to have the controversy reviewed by an arbitrator. Any arbitrator selected shall be independent and disinterested of Seller and Buyer and shall be familiar with and have direct experience in the radio broadcast industry. Such arbitrator need not be a professional arbitrator and persons such as lawyers shall be acceptable. If the parties cannot agree within fifteen (15) business days from the service of such notice upon the selection of such arbitrator, an arbitrator shall be selected or designated by the American Arbitration Association. Before undertaking to resolve a dispute, such arbitrator shall be duly sworn faithfully and fairly to hear and examine the matters in controversy and to make a just award according to the best of his or her understanding. Arbitration of such controversy, disagreement or dispute shall be conducted in accordance with the Commercial Arbitration Rules then in force of the American Arbitration Association and the decision and award of the arbitrator so selected shall be binding upon the parties. The arbitration will be held in \_\_\_\_\_. The cost of any such arbitration shall be shared equally by the parties, *provided* that the arbitrator shall be authorized to enter as part of the award to any party an amount equal to such party's attorney's fees and other costs related to the arbitration. Except as provided by the arbitrator, each party shall pay its own costs incurred as a result of its participation in any such arbitration. The provisions of this paragraph shall not affect any party's right to terminate this Agreement. Except as specifically provided in this paragraph, any arbitrator shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not make any ruling, finding or award that does not conform to the terms of this Agreement. Any controversy or claim arising out of or related to this Agreement which the parties are unable to resolve and which is not requested to be arbitrated as set forth above shall be submitted to courts with jurisdiction located in \_\_\_\_\_, which shall be the sole forums for the resolution of all disputes hereunder, to the jurisdiction of which both parties submit.

10.10 Collection of Accounts Receivable after Closing. On the Closing Date, Seller shall deliver to Buyer a complete and detailed itemization of the Accounts Receivable in 30, 60, 90 and over 120-day aged receivables format. For a period of 120 days following the Closing Date (the "Collection Period"), Buyer agrees to use commercially reasonable efforts to collect, on behalf of Seller, the Accounts Receivable; *provided, however*, Buyer shall not be liable to Seller for any amounts uncollected. Buyer shall not be required to institute any legal proceedings to enforce the collection of any Accounts Receivable or to refer any of the Accounts Receivable to a collection agency. Buyer shall not adjust any Accounts Receivable or grant credit without Seller's written consent, and all sums collected by Buyer during the Collection Period on account of the Accounts Receivable shall be paid to Seller on 15<sup>th</sup> of each month for the prior month; *provided, however*, that any payment received by Buyer during the Collection Period from any customer who continues to be serviced by Buyer shall be applied to the invoice (if any) specified by the customer and, failing specification by such customer, to the oldest Account Receivable. Upon expiration of the Collection Period, Buyer shall return to Seller the uncollected Accounts Receivable, together with any files concerning the collection or attempts to collect the Accounts Receivable, and Buyer's responsibility under this Section shall cease. If any such customer shall, in good faith, dispute the amount Seller claims is owed, Buyer shall promptly so notify Seller in writing and return such account to Seller, who, without further permission from Buyer, may collect such account. Upon notification and return to Seller of any account as herein provided, Buyer thereafter may deal with such customer as if it were not indebted to Seller and without the obligation of applying funds subsequently received from such customer to the account of Seller.

10.11 Cooperation Between the date hereof and the Closing Date, the parties shall cooperate with each other to provide such information necessary for each party's due diligence review of all legal, regulatory, financial, accounting and business matters customary for a transaction of the nature.

10.12 Successors and Assigns. Except as otherwise expressly provided herein, this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective representatives, successors and assigns. Seller may not assign any of its rights or delegate any of its duties hereunder without the prior written consent of Buyer. Upon prior written notice to Seller, Buyer may freely assign some or all of its rights and obligations hereunder to any Affiliate, as long as Buyer remains fully obligated hereunder.

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

10.14 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, addressed as set forth below:

(a) If to Seller, then to:

\_\_\_\_\_  
\_\_\_\_\_  
Attn.: \_\_\_\_\_

with a copy, given in the manner prescribed above, to:

\_\_\_\_\_  
\_\_\_\_\_  
Attn.: \_\_\_\_\_

(b) If to Buyer then to:

\_\_\_\_\_  
\_\_\_\_\_  
Attn.: \_\_\_\_\_

with a copy, given in the manner prescribed above, to:

Fletcher Heald & Hildreth, PLC  
1300 N. 17<sup>th</sup> Street, Suite 1100  
Arlington, VA 22209  
Attn:

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

10.15 Captions. The captions of Articles and Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

10.16 Governing Law. THIS AGREEMENT AND ALL QUESTIONS RELATING TO ITS VALIDITY, INTERPRETATION, PERFORMANCE AND ENFORCEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF \_\_\_\_\_, WITHOUT GIVING EFFECT TO

PRINCIPLES OF CONFLICTS OF LAWS THAT MAY DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

10.17 Entire Agreement. This Agreement and the Schedules hereto and thereto and the other documents delivered hereunder constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof, and supersede all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

10.18 Execution: Counterparts and Electronic Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Delivery of an executed counterpart of a signature page to this Agreement by electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement.

10.19 Gender and Tense. Where appropriate to the context, pronouns of other terms expressed in one number or gender will be deemed to include all other numbers or genders. The use of a word in one tense will include the other tenses, where appropriate to the context.

10.20 Third-Party Beneficiaries. This Agreement is intended to benefit only the parties to this Agreement, their successors and permitted assigns. No other Person is an intended or incidental beneficiary of this Agreement.

10.21 No Party Deemed Drafter. The parties acknowledge that they have been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would require interpretation of any claim ambiguities in this Agreement against the party that drafted it has no application and is expressly waived. Provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the parties.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have caused this Asset Purchase Agreement to be duly executed by their duly authorized signatories, all as of the day and year first above written.

**SELLER:**

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## LIST OF SCHEDULES AND EXHIBITS

### Schedules

1.1(a)	Tangible Personal Property
1.1(b)	Authorizations
1.1(c)(i)	Owned Real Property
1.1(c)(ii)	Leased Real Property
1.1(d)	Contracts
1.1(e)	Intangible Property
1.2(f)	Other Excluded Property
1.3(e)	List of Trade and Barter Accounts with Balances
1.5(c)	Allocation of Purchase Price
2.7	Financial Statements
2.12	List of Seller's Prior Information
2.16	Environmental Reports
2.18	Insurance Coverage
4.1	20__ Budget

### Exhibits

A	Form of Escrow Agreement
B	Form of Seller's FCC Counsel Opinion Letter