

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of July 21, 2023, between Partnership Radio, LLC, a Michigan limited liability company (“Seller”), and VCY America, Inc., a Wisconsin non-profit corporation (“Buyer”).

Recitals

A. Seller owns and operates the following radio broadcast station (the “Station”) pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”):

WUBU(FM), South Bend, Indiana (FCC Facility ID No. 21927)

B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station Assets (defined below).

Agreement

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

ARTICLE 1: SALE AND PURCHASE

1.1 Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to all assets, properties, interests and rights of Seller, real and personal, tangible and intangible, that are used or held for use exclusively in the operation of the Station, except the Excluded Assets (defined below) (the “Station Assets”), including, without limitation, the following:

(a) all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Station (the “FCC Licenses”), including those described on *Schedule 1.1(a)*, including any renewals or modifications thereof between the date hereof and Closing (defined below);

(b) all of Seller’s equipment, transmitters, antennas, cables, towers, furniture, fixtures, spare parts and other tangible personal property of every kind and description that are used or held for use in the operation of the Station (the “Tangible Personal Property”) and listed on *Schedule 1.1(b)*;

(c) Seller’s rights in and to all the files, documents, records and books of account (or copies thereof) relating to the operation of the Station; and

(d) all claims (including warranty claims), deposits, prepaid expenses.

1.2 Liens. The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances (“Liens”) except for the Assumed Obligations (defined below) (the “Permitted Encumbrances”).

1.3 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include (a) Seller’s cash and cash equivalents; (b) Seller’s insurance policies; (c) Seller’s employee benefit plans; (d) the Station’s accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided prior to the Effective Time (defined below) or otherwise arising during or attributable to any period prior to the Effective Time; (e) Seller’s corporate names; (f) any asset set forth on *Schedule 1.3*; or (g) unless listed on *Schedule 1.1(b)*, assets used in connection with other stations owned by Seller’s affiliates and/or Federated Media (collectively, the “Excluded Assets”).

1.4 Assumed Obligations. On the Closing Date, Buyer shall assume the obligations of Seller arising after Closing and related to the Station Assets (the “Assumed Obligations”). Except for the Assumed Obligations, Buyer does not assume and will not be deemed by execution and delivery of this Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed, any liabilities, obligations or commitments of Seller of any kind, whether or not disclosed to Buyer, including, without limitation, any liability, obligation or commitment of Seller under any contracts and all liabilities arising under capital leases or other financing arrangements (the “Retained Liabilities”).

1.5 Purchase Price. The purchase price to be paid for the Station Assets shall be Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) (the “Purchase Price”). The Purchase Price shall be paid at Closing in cash in immediately available funds pursuant to the written instructions of Seller to be delivered by Seller to Buyer at least three (3) business days prior to Closing, which amount shall be increased or decreased by the proration amount referred to in Section 1.7 below.

1.6 Deposit. Within one (1) business day of the date of this Agreement, Buyer shall deposit the sum of Twenty-One Thousand Two Hundred Fifty Dollars (\$21,250.00) (the “Deposit”) with Patrick Communications (the “Escrow Agent”) pursuant to an Escrow Agreement (the “Escrow Agreement”) of even date herewith among Buyer, Seller, and the Escrow Agent. At Closing, the Deposit shall be disbursed to Seller and applied to the Purchase Price (and any interest accrued thereon shall be disbursed to Buyer). If this Agreement is terminated by Seller pursuant to Section 10.1(c), then the Deposit shall be disbursed to Seller as liquidated damages and the sole and exclusive remedy of Seller (and any interest accrued thereon shall be disbursed to Buyer). Seller hereby waives all other legal and equitable remedies it may otherwise have as a result of any breach or default by Buyer under this Agreement. If this Agreement is terminated for any other reason, the Deposit and any interest accrued thereon shall be disbursed to

Buyer. The parties shall each instruct the Escrow Agent to disburse the Deposit and all interest accrued thereon to the party or parties entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement.

1.7 Prorations and Adjustments.

(a) All prepaid and deferred income and expenses relating to the Station Assets and arising from the operation of the Station shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles (“GAAP”) as of 11:59 p.m. local time on the day immediately preceding the Closing Date (the “Effective Time”).

(b) Such prorations shall include, without limitation, all ad valorem, real estate and other property taxes (except transfer taxes as provided by Section 11.1). Seller shall receive a credit for all of the Station’s deposits to the extent the benefit of the same is transferred to Buyer. Prorations and adjustments shall be made no later than ninety (90) days after Closing.

(c) Notwithstanding anything to the contrary contained herein, there shall be no adjustment for, and Seller shall remain solely liable for, any contracts or agreements.

1.8 Allocation. After Closing, Buyer and Seller shall allocate the Purchase Price in accordance with the respective fair market values of the Station Assets and the goodwill being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the “Code”). The allocation shall be determined by mutual agreement of the parties. Buyer and Seller each further agrees to file its federal income tax returns and its other tax returns reflecting such allocation as and when required under the Code. If the parties cannot agree on an allocation of the Purchase Price, the parties shall hire Bond and Pecaro, Inc. to determine such allocation, which shall be binding on the parties. The parties shall instruct the appraiser to deliver its report within ninety (90) days after his appointment. Buyer and Seller shall each be responsible for one-half of the cost of such appraisal.

1.9 Closing. The consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the “Closing”) shall take place within ten (10) business days after the date that the FCC Consent (defined below) becomes Final (defined below), subject to the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Articles 6 or 7 below (other than those requiring a delivery of a certificate or other document, or the taking of other action, at Closing). The date on which Closing is to occur is referred to herein as the “Closing Date.”

1.10 FCC Consent.

(a) Within five (5) business days after the date of this Agreement, Buyer and Seller shall file an application (the “FCC Application”) requesting FCC consent to the assignment of the FCC Licenses from Seller to Buyer (the “FCC Consent”). Seller and Buyer shall diligently prosecute the FCC Application. Each

party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall furnish all information required by the FCC. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

(b) Seller shall, at its expense, timely take any commercially reasonable action requested by the FCC with respect to any pending FCC enforcement or other matters related to the Station, including, without limitation, entering into a tolling agreement, establishing an escrow or making other arrangements satisfactory to the FCC.

(c) Concurrently with the filing of the FCC Application, Seller shall file an application with the FCC requesting a modification of the Station's FCC License status from commercial to non-commercial, contingent on consummation of the transactions contemplated by the FCC Application.

## ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as follows:

2.1 Organization. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in each jurisdiction in which the Station Assets are located. Seller has the requisite power and authority to own and operate the Station, to carry on the Station's business as now conducted by it, and to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

2.2 Authorization. The execution, delivery, and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Seller (the "Seller Authorization"), and do not require any further authorization or consent of Seller. This Agreement and the documents to be made pursuant hereto are legal, valid, and binding agreements of Seller enforceable in accordance with their respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3 No Conflicts. The execution, delivery, and performance by Seller of this Agreement and the documents to be made pursuant hereto do not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject, and do not require the consent, approval, or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent.

## 2.4 FCC Licenses.

(a) Seller holds the FCC Licenses listed and described on *Schedule 1.1(a)*. Such FCC Licenses constitute all of the authorizations required under the Communications Act of 1934, as amended (the “Communications Act”), or the rules, regulations and policies of the FCC for the present operation of the Station. The FCC Licenses 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, to Seller’s knowledge, threatened any action by or before the FCC to revoke, suspend, cancel, rescind or modify any of the FCC Licenses (other than proceedings relating to FCC rules of general applicability), and there is no order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint pending or, to Seller’s knowledge, threatened against Seller or the Station by or before the FCC. Seller and the Station are in compliance in all material respects with the FCC Licenses, the Communications Act and the rules, regulations and policies of the FCC. The Station is operating at full power in accordance with their FCC-licensed parameters.

(b) Seller and the Station Assets are in compliance in all material respects with all rules and regulations of the Federal Aviation Administration (“FAA”) applicable to the Station. All reports and filings required to be filed with, and all regulatory fees required to be paid to, the FCC by Seller with respect to the Station have been timely filed and paid. All such reports and filings are accurate and complete. Seller maintains an online public inspection file for the Station as required by FCC rules. Seller has fewer than five fulltime employees at the Station employment unit and is therefore exempt from the EEO Public File Report requirement.

(c) To Seller’s knowledge, the operation of the Station does not expose workers or others to levels of radio frequency radiation in excess of the “Radio Frequency Protection Guides” recommended in “American National Standard Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields 3 kHz to 300 GHz” (ANSI/IEEE C95.1-1992), issued by the American National Standards Institute, and renewal of the FCC Licenses would not constitute a “major action” within the meaning of Section 1.1301, *et seq.*, of the FCC’s rules.

2.5 Taxes. Seller has filed all foreign, federal, state, county and local income, excise, property, sales, use, franchise, employment and other tax returns and reports which are required to have been filed by it under applicable law in connection with the Station’s business, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

2.6 Personal Property. *Schedule 1.1(b)* contains a list of all material items of Tangible Personal Property included in the Station Assets. Each item of Tangible Personal Property is in operating condition and repair (ordinary wear and tear excepted), is free from material defect or damage, is functioning in the manner and purposes for which it was intended and has been maintained in accordance with industry standards. None of the Tangible Personal Property is subject to any capitalized lease or similar conditional sales agreement.

2.7 Real Property. Seller does not own any real property that is used in the operation of the Station. The real property leases provide sufficient access to the Station's facilities without need to obtain any other access rights. The Station's towers, guy wires and anchors, ground systems and other facilities and improvements do not encroach upon any adjacent premises.

2.8 Intentionally Omitted.

2.9 Environmental. To Seller's knowledge, no hazardous or toxic substance or waste (including, without limitation, petroleum products) or other material regulated under any applicable environmental, health or safety law is located or has been generated, stored, transported or released on, in, from or to the Station Assets. To Seller's knowledge, Seller has complied and is in compliance in all material respects with all environmental, health and safety laws applicable to the Station or the Station Assets. Seller has not received in respect of the Station or Station Assets any notice or claim to the effect that it is or may be liable under any environmental, health or safety law. To Seller's knowledge, neither the Station nor any Station Assets are the subject of any investigation by any governmental authority with respect to a violation of any environmental, health or safety law.

2.10 Employees. There are no employees of the Station that are available for Buyer to hire.

2.11 Station Assets. Except for the Excluded Assets, the Station Assets constitute all the assets used or held for use in the business or operation of the Station. The Station Assets are sufficient to permit Buyer to operate the Station as currently conducted by Seller. Seller has good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Encumbrances. At Closing, Seller will transfer to Buyer good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Encumbrances. Seller maintains sufficient insurance policies with respect to the Station and the Station Assets.

2.12 Compliance with Law. To Seller's knowledge, Seller has complied and is in compliance with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the Station or the Station Assets. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Station or the Station Assets. To Seller's knowledge, there are no complaints, claims or investigations pending or threatened against Seller in respect of the Station or the Station Assets. Seller has all permits, licenses, and other governmental authorizations necessary to conduct the business and operation of the Station as currently conducted by it.

2.13 No Finder. Except for Patrick Communications, whose fees will be paid by Seller, no broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions

contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf.

2.14 Disclosure. This Agreement and the documents made pursuant hereto do not and will not contain any untrue statement of material fact or omit to state a material fact required to be made in order to make the statements herein and therein not misleading in light of the circumstances in which they are made.

### ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows:

3.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and if such qualification is necessary, is (or will be at Closing) qualified to do business in each jurisdiction in which the Station Assets are located. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

3.2 Authority. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Buyer (the "Buyer Authorization") and will not at Closing require any further authorization or consent of Buyer. This Agreement and the documents to be made pursuant hereto are legal, valid and binding agreements of Buyer enforceable in accordance with their respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3 No Conflicts. The execution, delivery and performance by Buyer of this Agreement and the documents to be made pursuant hereto do not conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, and do not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority that has not been obtained or will not be obtained prior to Closing, except the FCC Consent.

3.4 FCC Qualification; Financial Qualification. Buyer is qualified to hold the FCC Licenses under the Communications Act and the rules, regulations and policies of the FCC as they exist on the date of this Agreement. Buyer is financially qualified to consummate this transaction and has funds available to consummate the purchase.

3.5 Absence of Litigation. There is no claim, litigation, proceeding or investigation pending or, to the best of Buyer's knowledge, threatened against Buyer which seeks to enjoin or prohibit, or which otherwise questions the validity of, any action taken or to be taken in connection with this Agreement.

3.6 Bankruptcy. No insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement

with creditors, voluntary or involuntary, affecting Buyer, are pending or, to the best of Buyer's knowledge, threatened, and Buyer has not made any assignment for the benefit of creditors or taken any action which would constitute the basis for the institution of such insolvency proceedings.

3.7 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer's behalf.

#### ARTICLE 4: SELLER COVENANTS

4.1 Covenants. From the date hereof until Closing, Seller shall:

(a) operate the Station in the ordinary course of business consistent with past practice and keep its books and accounts, records and files in the ordinary course;

(b) operate the Station in accordance with the terms of the FCC Licenses and in compliance in all material respects with the Communications Act, FCC rules, regulations and policies, and all other applicable laws, rules and regulations, and maintain the FCC Licenses in full force and effect, and timely file and diligently prosecute any necessary applications for renewal of the FCC Licenses;

(c) keep all Tangible Personal Property in operating condition (ordinary wear and tear excepted) and repair and maintain adequate and usual supplies, spare parts and other materials as have been customarily maintained in the past, and otherwise preserve intact the Station Assets and maintain in effect its current insurance policies with respect to the Station and the Station Assets;

(d) at the request of Buyer, from time to time give Buyer access during normal business hours to all of the Station's facilities, properties, accounts, books, deeds, title papers, insurance policies, licenses, agreements, contracts, commitments, records and files, equipment, machinery, fixtures, furniture, and all other Station Assets, and provide Buyer all other information concerning the Station as Buyer may reasonably request;

(e) pay accounts payable in the ordinary course of business consistent with past practice;

(f) not, without the prior written consent of Buyer:

(i) sell, lease or otherwise dispose of any Station Assets except for non-material dispositions in the ordinary course of business of items which are replaced by assets of comparable or superior kind, condition and value;

(ii) create, assume or permit to exist any Liens on the Station Assets, and not dissolve, liquidate, merge or consolidate with any other entity, except for



Permitted Encumbrances and those Liens set forth on *Schedule 1.2* to be released on or prior to Closing;

(iii) modify any of the FCC Licenses; or

(iv) enter into any contract, lease or agreement with respect to the Station except for agreements entered into in the ordinary course of business that will be paid and performed in full before Closing.

#### ARTICLE 5: JOINT COVENANTS

5.1 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation, or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except on a confidential basis to the parties' attorneys, accountants, investment bankers, investors and lenders, and their respective attorneys for the purpose of consummating the transaction contemplated by this Agreement.

5.2 Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement and the terms hereof will be filed with the FCC Application and thereby become public.

5.3 Control. Consistent with FCC rules, control, supervision and direction of the operation of the Station prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses.

5.4 Risk of Loss. The risk of loss of or damage to any of the Station Assets shall remain with Seller at all times until 12:01 a.m. local time on the day of Closing, and prior to Closing, Seller shall repair and replace any lost or damaged Station Assets.

5.5 Broadcast Interruption. If prior to Closing the Station is off the air or operating at a power level that results in a material reduction in coverage (a "Broadcast Interruption"), then Seller shall return the Station to the air and restore prior coverage as promptly as possible. Notwithstanding anything herein to the contrary, if prior to Closing there is a Broadcast Interruption in excess of forty-eight (48) hours, then Buyer may postpone Closing until the date five (5) business days after the Station returns to the air and prior coverage is restored in all material respects, subject to Section 10.1.

5.6 New Lease. Seller and Buyer shall work together in good faith to negotiate with the landlord thereof a new lease agreement for Buyer's use of the Station's current transmitter site located at 16965 Johnson Road, Mishawaka, Indiana (the "New Lease").

## 5.7 Final Order.

(a) For purposes of this Agreement, the term “Final” shall mean that action shall have been taken by the FCC (including action duly taken by the FCC’s staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

(b) If Closing occurs prior to a Final FCC Consent, and prior to becoming Final the FCC Consent is reversed or otherwise set aside, and there is a Final order of the FCC (or court of competent jurisdiction) requiring the re-assignment of the FCC Licenses to Seller, then the purchase and sale of the Station Assets shall be rescinded. In such event, Buyer shall reconvey to Seller the Station Assets, and Seller shall repay to Buyer the Purchase Price and reassume the Assumed Obligations.

(c) Any such rescission shall be consummated on a mutually agreeable date within thirty (30) days of such Final order (or, if earlier, within the time required by such order). In connection therewith, Buyer and Seller shall each execute such documents (including execution by Buyer of instruments of conveyance of the Station Assets to Seller and execution by Seller of instruments of assumption of the Assumed Obligations) and make such payments (including repayment by Seller to Buyer of the Purchase Price) as are necessary to give effect to such rescission.

## ARTICLE 6: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate Closing is subject to satisfaction of the following conditions at or prior to Closing:

6.1 Bringdown. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of Closing, Buyer shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Seller shall have received a certificate dated as of the Closing Date from Buyer (executed by an authorized officer) to the effect that the conditions set forth in this Section 6.1 have been satisfied (the “Buyer Bringdown Certificate”).

6.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

6.3 FCC Consent. The FCC Consent shall have been granted.

6.4 Deliveries. Buyer shall have made the deliveries to be made by it at Closing under this Agreement.

## ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate Closing is subject to satisfaction of the following conditions at or prior to Closing:

7.1 Bringdown. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of Closing, Seller shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Buyer shall have received a certificate dated as of the Closing Date from Seller (executed by an authorized officer) to the effect that the conditions set forth in this Section 7.1 have been satisfied (the “Seller Bringdown Certificate”).

7.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

7.3 FCC Consent. The FCC Consent shall have been granted and shall have become Final.

7.4 Deliveries. Seller shall have made the deliveries to be made by it at Closing under this Agreement.

7.5 Liens. Any Liens that are not Permitted Encumbrances shall have been released or payoff letters agreeing to release said Liens shall have been delivered by the lienholders.

7.6 New Lease. The New Lease shall be final, subject to Buyer’s reasonable approval.

## ARTICLE 8: CLOSING DELIVERIES

8.1 Seller Deliveries. At Closing, Seller shall deliver or cause to be delivered to Buyer:

- (a) a good standing certificate issued by Seller’s jurisdiction of formation;
- (b) a certified copy of the Seller Authorization;
- (c) the Seller Bringdown Certificate;
- (d) an Assignment of FCC Licenses assigning the FCC Licenses to Buyer;
- (e) the New Lease, executed by the landlord;
- (f) a bill of sale conveying the Station Assets to Buyer;

(g) customary payoff letters and other appropriate documents necessary to release all Liens (except for Permitted Encumbrances) on the Station Assets; and

(h) any other documents and instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets to Buyer, free and clear of Liens, except for Permitted Encumbrances.

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

(a) a good standing certificate issued by Buyer's jurisdiction of formation;

(b) The Purchase Price in accordance with the terms of this Agreement;

(c) a certified copy of the Buyer Authorization;

(d) the Buyer Bringdown Certificate;

(e) the New Lease; and

(f) any other documents and instruments of assumption that may be reasonably necessary to assume the Assumed Obligations.

## ARTICLE 9: SURVIVAL AND INDEMNIFICATION

9.1 Survival. The representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date at which time they shall expire and be of no further force or effect, except (a) those under Section 2.5 (Taxes) and Section 2.9 (Environmental), which shall survive until the expiration of any applicable statute of limitations, (b) those with respect to title to the Station Assets, which shall survive indefinitely, and (c) that if within such applicable period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the resolution of such claim. The covenants and agreements in this Agreement shall survive Closing until performed. No investigation by the parties made heretofore or hereafter shall affect the representations and warranties of the parties contained in or made pursuant hereto.

9.2 Indemnification.

(a) From and after Closing, Seller shall defend, indemnify, and hold harmless Buyer and its affiliates and their respective employees, officers, directors, successors and assigns (each a "Buyer Indemnified Party") from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from:

- (i) any breach by Seller of its representations and warranties under this Agreement (without reference to any materiality exceptions);
- (ii) any default by Seller of its covenants and agreements under this Agreement (without reference to any materiality exceptions);
- (iii) the Retained Liabilities; and
- (iv) without limiting the foregoing, the business or operation of the Station prior to Closing (including any third-party claim arising from such operations).

Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (A) Seller shall have no liability to any Buyer Indemnified Party under Section 9.2(a)(i) until Buyer and all Buyer Indemnified Parties' aggregate Damages exceed Ten Thousand Dollars (\$10,000) (the "Basket") (at which point Seller shall be liable for all Damages incurred by Buyer Indemnified Parties, including the Basket) and (B) the maximum aggregate liability of Seller under Section 9.2(a)(i) shall be Two Hundred Twelve Thousand Five Hundred Dollars (\$212,500) (the "Cap").

(b) From and after Closing, Buyer shall defend, indemnify, and hold harmless Seller and its affiliates and their respective employees, officers, directors, successors, and assigns (each a "Seller Indemnified Party") from and against any and all Damages incurred by any Seller Indemnified Party arising out of or resulting from:

- (i) any breach by Buyer of its representations and warranties under this Agreement;
- (ii) any default by Buyer of its covenants and agreements under this Agreement;
- (iii) the Assumed Obligations; and
- (iv) without limiting the foregoing, the business or operation of the Station after Closing (including any third-party claim arising from such operations).

Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (A) Buyer shall have no liability to any Seller Indemnified Party under Section 9.2(b)(i) until Seller and all Seller Indemnified Parties' aggregate Damages exceed the Basket (at which point Buyer shall be liable for all Damages incurred by Seller Indemnified Parties, including the Basket) and (B) the maximum aggregate liability of Buyer under Section 9.2(b)(i) shall be an amount equal to the Cap.

### 9.3 Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by a third party that is subject to indemnification hereunder (a "Claim"), but a failure to give such

notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel reasonably satisfactory to the parties. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's cost.

(c) Notwithstanding anything herein to the contrary:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of any Claim, and shall have the right to consult with the indemnifying party and its counsel concerning any Claim, and the indemnifying party and the indemnified party shall cooperate in good faith with respect to any Claim; and

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include a release of the indemnified party from all liability in respect of such Claim.

#### ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. This Agreement may be terminated prior to Closing as follows:

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

(b) by written notice of Buyer to Seller if Seller:

(i) does not perform the obligations required to be performed by it under this Agreement on the Closing Date; or

(ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period (defined below);

(c) by written notice of Seller to Buyer if Buyer:

(i) does not perform the obligations required to be performed by it under this Agreement on the Closing Date, all conditions to its obligation to do so having been satisfied or waived; or

(ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period;

(d) by written notice of Buyer to Seller, or of Seller to Buyer, if the FCC denies the FCC Application; or

(e) by written notice of Buyer to Seller, or of Seller to Buyer, if Closing does not occur by the date one (1) year after the date of this Agreement.

The term “Cure Period” as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (1) fifteen (15) days thereafter or (2) the Closing Date. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Sections 1.6 (Deposit), 5.1 (Confidentiality), 5.2 (Announcements) and 11.1 (Expenses) shall survive any termination of this Agreement.

10.2 Specific Performance. In the event of a breach or threatened breach by Seller of any representation, warranty, covenant, obligation or agreement under this Agreement, at Buyer’s election, in addition to any other remedy available to it, Buyer shall be entitled to an injunction restraining any such breach or threatened breach and to enforcement of this Agreement by a decree of specific performance requiring Seller to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

#### ARTICLE 11: MISCELLANEOUS.

11.1 Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation, and performance of and compliance with the terms of this Agreement, except that all governmental taxes, fees and charges applicable to the request for FCC Consent shall be shared equally by Buyer and Seller, the administrative fees due to the Escrow Agent (if any) shall be shared equally by Buyer and Seller, and Seller shall be solely responsible for all governmental taxes, fees, and charges applicable to the transfer of the Station Assets under this Agreement.

11.2 Further Assurances. After Closing, each party hereto shall execute all such instruments and take all such actions as any other party may reasonably request, without payment of further consideration, to effectuate the transactions contemplated by this Agreement, including, without limitation, the execution and delivery of confirmatory and other transfer documents in addition to those to be delivered at Closing.

11.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Neither party may assign any of its rights or delegate any of its obligations hereunder

without the prior written consent of the other party, and any such attempted assignment or delegation without such consent shall be void.

11.4 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or electronic mail transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third (3<sup>rd</sup>) day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller, then to:

Partnership Radio, LLC  
245 W. Edison Road, Suite 250  
Mishawaka, IN 46545  
Attention: Brad Williams, COO  
E-mail: [bwilliams@federatedmedia.com](mailto:bwilliams@federatedmedia.com)

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

Lerman Senter PLLC  
2001 L Street, NW, Suite 400  
Washington, DC 20036  
Attention: Nancy A. Ory  
E-mail: [nory@lermansenter.com](mailto:nory@lermansenter.com)

if to Buyer, then to:

VCY America, Inc.  
3434 W. Kilbourn Ave.  
Milwaukee, WI 53208  
Attention: James R. Schneider  
Email: [jims@vcyamerica.org](mailto:jims@vcyamerica.org)

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

Wiley Rein LLP  
2050 M Street, NW  
Washington, DC 20036  
Attention: Kathryn Dickerson  
E-mail: [KDickerson@wiley.law](mailto:KDickerson@wiley.law)

11.5 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal, or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

11.6 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Indiana without giving effect to the choice of law provisions thereof. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party.



11.7 Miscellaneous. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]


4861-5611-8382.2

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER:

VCY AMERICA, INC.

By:   
Name: James R. Schneider  
Title: Executive Director

SELLER:

PARTNERSHIP RADIO, LLC

By: \_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER: VCY AMERICA, INC.

By: \_\_\_\_\_  
Name: James R. Schneider  
Title: Executive Director

SELLER: PARTNERSHIP RADIO, LLC

By: John F. Dille  
Name: John Dille  
Title: Owner

ESCROW AGREEMENT

This ESCROW AGREEMENT (this “Escrow Agreement”) is made and entered into this 21<sup>st</sup> day of July 2023, by and between Partnership Radio, LLC, a Michigan limited liability company (“Seller”), VCY America, Inc., a Wisconsin non-profit corporation (“Buyer”), and Patrick Communications L.L.C., a Wyoming limited liability company (“Escrow Agent”).

RECITALS:

WHEREAS, Buyer and Seller are parties to an Asset Purchase Agreement of even date herewith (the “Purchase Agreement”), pursuant to which Buyer is to deposit certain sums into an escrow in connection with the purchase and sale of certain assets relating to radio broadcast station WUBU(FM), South Bend, Indiana (FCC Facility ID No. 21927);

WHEREAS, Escrow Agent is willing to act as Escrow Agent under this Escrow Agreement and hold, manage, and distribute the Escrow Deposit, defined below, in accordance with this Escrow Agreement; and

WHEREAS, Buyer and Seller have mutually agreed that Patrick Communications L.L.C. shall act as Escrow Agent.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. Deposit of Payment. Within one (1) business day following the date hereof, Buyer shall deposit with the Escrow Agent the sum of Twenty-One Thousand Two Hundred Fifty Dollars (\$21,250.00) (such sum, together with all investments thereof, additions thereto and all income accumulated thereon and proceeds therefrom, the “Escrow Deposit”).

2. Instructions Regarding Handling. The Escrow Deposit will be held by the Escrow Agent in a single account upon the terms and conditions set forth in this Escrow Agreement. The Escrow Deposit shall be invested and reinvested from time to time pursuant to any written instructions given to the Escrow Agent jointly by the parties. In the absence of any written instructions, the Escrow Agent shall, in its discretion, invest the Escrow Deposit in short-term interest-bearing obligations of the United States Government, or obligations of United States banks that are members of the Federal Reserve System, or in money market accounts.

3. Disbursement of Escrow Deposit. The Escrow Agent shall promptly release all or a portion of the Escrow Deposit to Buyer or Seller, as the case may be, upon the first to occur of the following circumstances:

a. the Escrow Agent receives joint written instructions from Seller and Buyer directing the Escrow Agent to make such release; or

b. the Escrow Agent receives a final order of a court of competent jurisdiction authorizing the Escrow Agent to make such release.

4. Reliance of Escrow Agent Upon Documents. Escrow Agent may act in reliance upon any signature of writing or instrument which it believes in good faith to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice, or instructions in connection with the provisions of this Escrow Agreement has been duly authorized to do so.

5. Escrow Agent Acts Only as Depository. The Escrow Agent will act hereunder as a depository only and is not a party to any other agreement, document, or understanding to which Buyer and Seller are parties and is not responsible or liable in any manner for the sufficiency, correctness, genuineness, or validity of any of the agreements or documents existing between Buyer and Seller. The Escrow Agent undertakes no responsibility or liability for the form and execution of such agreements and documents or the identity, authority, title, or rights of any person executing any such agreements and documents.

6. Escrow Agent's Duties Re: Conflicting Demands. If any dispute arises among the parties concerning this Escrow Agreement (including, but not limited to, a failure by the parties to jointly agree with respect to a disbursement of the Escrow Deposit or an objection by a party to any written directions regarding a disbursement of the Escrow Deposit), Escrow Agent may, unless the parties, in writing, direct it to the contrary, hold the Escrow Deposit pending receipt of a certified copy of a final judgment of a court of competent jurisdiction or, if an appeal therefrom has been timely made and jurisdiction assumed, the final judgment of the highest court to which such appeal has been made and jurisdiction assumed, instructing the Escrow Agent on the disbursal of the Escrow Deposit. Escrow Agent shall comply with such court judgment. In the alternative, the Escrow Agent may interplead the Escrow Deposit. If the Escrow Agent files an interpleader action, it shall be indemnified for all costs, including reasonable and documented attorney's fees, in connection with such interpleader action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until it receives a final judgment in the interpleader action.

7. Escrow Agent's Liability. The Escrow Agent shall have no liability hereunder except in connection with its own willful misconduct, bad faith, or gross negligence.

8. Fees and Expenses of Escrow Agent. Escrow Agent shall not be entitled to receive fees for its services but shall be reimbursed for expenses (including reasonable and documented legal fees) incurred by it as Escrow Agent under this Escrow Agreement. Such fees and expenses of the Escrow Agent shall be shared equally by Seller and Buyer. The Escrow Agent shall be vested with a lien on the Escrow Deposit for indemnification, reasonable and documented attorneys' fee, court costs, for any suit, interpleader or otherwise, or for any other expense, fees or charges of any character or nature, which may be incurred by Escrow Agent by reason of disputes arising between Seller and Buyer. Notwithstanding any written instructions or any award made as a consequence of any suit, action or other proceeding arising out of this Escrow Agreement, the Escrow Agent shall have the right to withhold from any funds subject to disbursement an amount

equal to Escrow Agent's expenses incurred pursuant to this Escrow Agreement until such additional expenses shall be fully paid; provided, however, that the Escrow Agent will not be entitled to withdraw any amounts from the Escrow Deposit for such reimbursement until the expiration of five (5) business days following delivery of notice of the amount of such fees to Buyer and Seller.

9. Escrow Agent Resignation. The Escrow Agent may resign by giving sixty (60) days written notice of resignation, specifying the effective date thereof. Within thirty (30) days after receiving the aforesaid notice, Seller and Buyer agree to appoint a successor escrow agent to which the Escrow Agent shall transfer the Escrow Deposit, or any proceeds thereof then held in escrow under this Escrow Agreement. If a successor escrow agent has not been appointed and/or has not accepted such appointment by the end of the 30-day period, the Escrow Agent may, at its sole option: a. apply to a court of competent jurisdiction for the appointment of a successor escrow agent, and the costs, expenses and reasonable and documented attorneys' fees which are incurred in connection with such a proceeding shall be paid one-half by Seller and one-half by Buyer; or b. continue to hold the Escrow Deposit until it receives an order from a court of competent jurisdiction or joint written instructions of Seller and Buyer directing the Escrow Agent to release the Escrow Deposit. By mutual agreement, Buyer and Seller will have the right at any time upon not less than ten (10) days' written notice to the Escrow Agent to terminate their appointment of the Escrow Agent. The Escrow Agent will continue to act as escrow agent until a successor is appointed and qualified to act as escrow agent.

10. Attorneys' Fees and Other Expenses. If any suit, action, or other proceeding arises out of this Escrow Agreement, the losing party shall pay the prevailing party:

a. its reasonable and documented attorneys' fees and other costs incurred in connection with the dispute giving rise to such proceedings; and

b. unless otherwise paid directly to the Escrow Agent, the losing party's share of any expenses incurred by the Escrow Agent in connection with performing its responsibilities under this Escrow Agreement.

11. Notices. All notices, demands, requests, and other communication required or permitted hereunder shall be in writing or by electronic mail transmission, and shall be deemed to be delivered, on receipt if delivered by hand delivery or electronic mail, or whether actually received or not, seventy-two (72) hours after the deposit of both the original and the copies, as provided below, in a regularly maintained receptacle for the United States mail, registered or certified, postage prepaid, addressed as follows:

a. If to Seller, then to:

Partnership Radio, LLC  
245 W. Edison Road, Suite 250  
Mishawaka, IN 46545  
Attention: Brad Williams, COO

E-mail: [bwilliams@federatedmedia.com](mailto:bwilliams@federatedmedia.com)

with a copy, which will not constitute notice, to:

Lerman Senter PLLC  
2001 L Street, NW, Suite 400  
Washington, DC 20036  
Attention: Nancy A. Ory  
E-mail: [nory@lermansenter.com](mailto:nory@lermansenter.com)

b. If to Buyer, then to:

VCY America, Inc.  
3434 W. Kilbourn Ave.  
Milwaukee, WI 53208  
Attention: James R. Schneider  
Email: [jims@vcyamerica.org](mailto:jims@vcyamerica.org)

with a copy, which will not constitute notice, to:

Wiley Rein LLP  
2050 M Street, NW  
Washington, DC 20036  
Attention: Kathryn Dickerson  
E-mail: [KDickerson@wiley.law](mailto:KDickerson@wiley.law)

c. If to Escrow Agent, then to:

Patrick Communications L.L.C.  
2001 Mountain View Drive  
Cody, Wyoming 82414  
Attention: Susan K. Patrick, Managing Partner  
Email: [susan@patcomm.com](mailto:susan@patcomm.com)

12. Counterpart Signatures; Electronic Signature. This Escrow Agreement may be executed by the parties hereto in any number of counterparts, and each executed copy shall be an original for all purposes without account for the other copies, provided that all parties hereto have executed a counterpart. Delivery of an executed counterpart of a signature page to this Escrow Agreement by PDF or other electronic signature shall be as effective as delivery of a manually executed counterpart of this Escrow Agreement.

13. Governing Law. The construction and performance of this Escrow Agreement shall be governed by the laws of Delaware without giving effect to the choice of law provisions thereof.

14. Entire Agreement. This Escrow Agreement embodies the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, except that with respect to the rights and obligations of Seller and Buyer as between each other, it does not supersede, and is subject to, the Purchase Agreement.

15. Amendments. This Escrow Agreement may not be amended, nor shall any waiver, change, modification, consent, or discharge be affected except by an instrument in writing executed by or on behalf of the party or parties against whom enforcement of any amendment, waiver, change, modification, consent, or discharge is sought.

16. Assignment; Successors and Assigns. No party may assign this Escrow Agreement without the written consent of the other parties hereto. This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

17. Section Headings. The headings contained in this Escrow Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Escrow Agreement.

18. Termination. This Escrow Agreement will terminate at the time of the final distribution by the Escrow Agent of the entire Escrow Deposit in accordance with the provisions of this Escrow Agreement.

[SIGNATURE PAGE FOLLOWS]



SIGNATURE PAGE TO ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties have caused the execution of this Escrow Agreement by their duly authorized officers on the date first above written.

SELLER: PARTNERSHIP RADIO, LLC

By: How J. Dille  
Name: John Dille  
Title: owner

BUYER: VCY AMERICA, INC.

By: \_\_\_\_\_  
Name: James R. Schneider  
Title: Executive Director

ESCROW AGENT: PATRICK COMMUNICATIONS L.L.C.

By: \_\_\_\_\_  
Name: Susan K. Patrick  
Title: Managing Partner

SIGNATURE PAGE TO ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties have caused the execution of this Escrow Agreement by their duly authorized officers on the date first above written.

SELLER: PARTNERSHIP RADIO, LLC

By: \_\_\_\_\_  
Name:  
Title:

BUYER: VCY AMERICA, INC.

By: James R. Schneider  
Name: James R. Schneider  
Title: Executive Director

ESCROW AGENT: PATRICK COMMUNICATIONS L.L.C.

By: \_\_\_\_\_  
Name: Susan K. Patrick  
Title: Managing Partner

SIGNATURE PAGE TO ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties have caused the execution of this Escrow Agreement by their duly authorized officers on the date first above written.

SELLER: PARTNERSHIP RADIO, LLC

By: \_\_\_\_\_  
Name:  
Title:

BUYER: VCY AMERICA, INC.

By: \_\_\_\_\_  
Name: James R. Schneider  
Title: Executive Director

ESCROW AGENT: PATRICK COMMUNICATIONS L.L.C.

By: Susan K. Patrick  
Name: Susan K. Patrick  
Title: Managing Partner