

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of August, 2023, between Jackson County Broadcasting, Inc. ("Purchaser" or "Buyer") and Big River Radio, Inc., VV Baker Family LC or Assigns, Positive Radio Group, Inc., Positive Radio Group, Inc. of Ohio, and Positive Alternative Radio, Inc. (together, the "Seller").

RECITALS

WHEREAS, Seller is the owner and licensee of broadcast stations WBYG, Fac. Id. 5283, WMPO, FCC Fac. Id. 18021, WYVK, Fac. ID. 18022, W279CE, FCC Fac. Id. 140370, W260DF, Fac. ID. 201459, WTHQ, Fac. ID 5284, W231CY, Fac. ID. 140377 (each individually a "Stations" and together, the "Stations"), and holds substantially all of the assets used or useful in the operation of the Stations;

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the Stations and all assets used and useful in the operation of the Stations on the terms and conditions contained herein; and

WHEREAS, the parties recognize that the Stations may not be conveyed to Purchaser without the prior consent of the Federal Communications Commission (the "FCC" or "Commission").

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and conditions herein contained, the parties agree as follows:

1. **DEFINITIONS**. As used in this Agreement, the following terms shall have the following meanings:

- 1.1. **Accounts Receivable** means the cash accounts receivable, if any, arising from the operation of the Stations prior to Closing.
- 1.2. **Advertisers** shall mean both time brokers who make payments in exchange for broadcasting their programming and commercials over the Stations and those persons who make a payment in exchange for broadcasting their commercial messages over the stations.
- 1.3. **Assignment Applications** means the multiple applications on FCC Form 314 that Seller and Buyer shall join in and file with the Commission requesting its consent to the assignment of the Stations Licenses from Seller to Buyer.
- 1.4. **Business Records** means all business records of Seller relating to the operation of the Stations and not pertaining solely to Seller's internal corporate affairs, in whatever medium

those records are stored, including but not limited to all books of account, customer lists, supplier lists, employee personnel files, local public records file materials, engineering data, sales materials, logs, programming records, consultants' reports, ratings reports, budgets, and financial reports and projections. The Business Records shall also include all surveys of the Real Property and all architectural, structural, mechanical and electrical plans and specifications for the buildings, structures, and improvements located thereon that are in Seller's possession.

1.5. **Closing** means the consummation of the multiple sale and assignments contemplated by this Agreement.

1.6. **Closing Date** means the date on which each Closing takes place.

1.7. **Code** means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

1.8. **Contracts** means the contracts, leases, and other agreements listed or described in Appendix A together with all other contracts, leases, and agreements made between the date hereof and the Closing Date as permitted under the terms of this Agreement.

1.9. **Environmental Laws** means any and all federal, state and local laws that relate to or impose liability or standards of conduct concerning public or occupational health and safety, pollution or protection of the environment, as now or hereafter in effect and as have been or hereafter may be amended including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (42 U.S.C. § 1802 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the National Environmental Policy Act (42 U.S.C. § 4321 et seq.), the Refuse Act (33 U.S.C. § 407 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300(f) et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), and all rules, regulations, codes, ordinances and guidance documents promulgated or published thereunder, and the provisions of any licenses, permits, orders and decrees issued pursuant to any of the foregoing.

1.10. **Final Order** means any Commission action that, by lapse of time or otherwise, is no longer subject to administrative or judicial review, reconsideration, appeal, or stay.

1.11. **Intangible Property** means the goodwill and other intangible assets used in the operation of the Stations, including but not limited to all computer software, magnetic media, electronic data processing files, systems and programs, business lists, trade secrets, and sales and operating plans, internet and social media, stations internet Universal Resource Locators (URLs), Internet Protocol (IP) Addresses, program titles and broadcast personality character identities.

1.12. **IRS** means the Internal Revenue Service.

- 1.13. **Real Property** means the real estate upon which a Station is located and listed or described in **Schedule 1.12**.
- 1.14. **Stations** means each of the stations identified in the Recitals above, individually or in the plural as may be required.
- 1.15. **Seller's President** means the Senior officer of each Seller authorized to bind the Seller by affixing his or her signature to a document.
- 1.16. **Material Contracts** means those contracts, leases, and other agreements specifically designated in Appendix A as being "Material Contracts."
- 1.17. **Negative Trade Balance** means the aggregate value of time owed pursuant to the Trade Agreements over and above the aggregate value of the goods and services to be received pursuant to the Trade Agreements, as computed in accordance with Seller's customary bookkeeping practices.
- 1.18. **Promotional Rights** means the call signs, slogans, jingles, trademarks, tradenames, service marks, logos, copyrights, URLs, social media identities and accounts and similar materials and rights listed or described in **Schedule 1.15**.
- 1.19. **Purchased Assets** means (i) the Stations Licenses and all other transferable licenses, permits, and authorizations issued by any federal, state, or local regulatory agencies that are used in or necessary for the lawful operation of the Stations; (ii) the Stations Equipment; (iii) the Contracts, Sales Agreements, and Trade Agreements to the extent assumed by Buyer pursuant to Section 5; (iv) the Promotional Rights; the Intangible Property; and (vi) the Business Records. The Purchased Assets do not, however, include any of the Retained Assets.
- 1.20. **Retained Assets** means (i) books and records that pertain solely to the organization, existence, and capitalization of Seller; (ii) Seller's cash and cash equivalents on hand or in banks, certificates of deposit, money market funds, securities, and similar type investments; (iii) the Accounts Receivable; (iv) all Contracts, Sales Agreements, and Trade Agreements that have terminated or expired prior to Closing in accordance with the terms thereof and as permitted by this Agreement; (v) all items of tangible personal property that are consumed or otherwise disposed of prior to the Closing Date in the ordinary course of business and as permitted by this Agreement; (vi) Seller's insurance policies in effect on the date of this Agreement or the Closing Date; (vii) all employee pension benefit and profit sharing plans maintained by Seller, the trusts established thereunder, and the assets thereof and (viii) all Software that is: (i) licensed to or owned by Seller, (ii) used enterprise-wide by Seller (e.g., Microsoft Office); or (iii) Seller is unable by the terms of a license to be transferred to Buyer (collectively, "**Excluded Software**").
- 1.21. **Sales Agreements** means agreements for the sale of time on the Stations for cash.

1.22. **Stations Equipment** means all the fixed and tangible personal property used in the operation of the Stations, including but not limited to the tangible personal property listed or described in **Schedule 1.19**.

1.23. **Stations Licenses** means all licenses, permits and authorizations issued by the Commission, or any other local, state or federal regulatory agencies that are used in or necessary for the lawful operation of the Stations and their associated broadcast auxiliary facilities, including, without limitation, those listed or described in **Schedule Error! Reference source not found.**, together with any renewals, extensions or modifications thereof and additions thereto made between the date of this Agreement and the Closing Date.

1.24. **Trade Agreements** means agreements for the sale of time on the Stations in exchange for merchandise or services.

1.25. **Trade Balance** means the difference between the value of time owed pursuant to the Trade Agreements (valued in accordance with Seller's rate guidelines) and the aggregate value of goods and services to be received (after the date of calculation) pursuant to such Trade Agreements. The Trade Balance is negative if the value of time owed exceeds the value of goods and services to be received (after the date of calculation).

1.26. **Other Definitions**. Other capitalized terms used in this Agreement shall have the meanings ascribed to them herein.

2. ***Assets***. Seller agrees to sell, transfer, and assign to Purchaser, and Purchaser agrees to buy and receive from Seller, all Assets used and useful in the operation of the Stations:

(a) **FCC Licenses:** all licenses, permits, and other authorizations which are issued to the Seller by the FCC with respect to the Stations (the "FCC Licenses"), including those described on **Schedule 2(a)**, including any renewals, extensions, or modifications thereof and additions thereto made between the date hereof and the Closing Date;

(b) **Equipment:** all equipment listed in **Schedule 2(b)**, including all equipment currently installed and in use, electrical devices, antennas, cables, and other tangible personal property of every kind and description owned by the Seller which are used or held for use in the operation of the Stations – including any and all towers, equipment and equipment redundancies and spare parts located in the Stations' studios or office spaces – except any retirements or dispositions thereof made between the date hereof and the Closing Date in the ordinary course of business and consistent with past practices of the Seller or with the written consent of Purchaser (the "Tangible Personal Property");

(c) **Contracts:** the contracts, agreements, and leases that are used or useful in the operation of the Stations and/or the operations of the Sellers that are listed on **Schedule 2(c)** (collectively, the "Assumed Contracts");

(d) **Stations Files:** all of the Seller's rights, to the extent they exist, in and to all the files and documents relating to the operation of the Stations, including (if such exist) the Stations' local and online public files, blueprints, technical information, engineering data, programming information and studies, marketing and demographic data and sales correspondence but excluding accounts payable, payroll, payroll taxes, and general ledger;

(e) **Mason County WV Land Parcel 13 5008100000000,** upon which Stations; WBYG is located, in fee simple absolute, free and clear of all liens and encumbrances other than Permitted Liens.

(f) **Mason County WV Land Parcel 10 282000500010000** upon which FM Tower is situated in fee simple absolute, free and clear of all liens and encumbrances other than Permitted Liens.

(g) **Mason County WV Land Parcel 01 323000300030000** upon which AM Towers and Building is situated in fee simple absolute, free and clear of all liens and encumbrances other than Permitted Liens.

(h) **Leases:** The assignment of the following leases:

- i. Lease with Athens County Board of Commissioners for W260DF.
- ii. Lease with Robert Burdette, et.al. Salisbury Township, Meigs County, Ohio and, Exhibit & Commissioners for WYVK.
- iii. Lease with JayMar Coal, Salisbury Township, Meigs County, Ohio for WMPO.

As used herein, (i) the term "Liens" means all liens, pledges, claims, orders, security interests, writs, judgments, restrictions, mortgages (real or personal), tenancies, and other possessory interests, conditional sale or other title retention agreements, assessments, easements, rights of way, covenants, restrictions, rights of first refusal, defects in title, encroachments and other burdens, options or encumbrances of any kind, and (ii) the term "Permitted Liens" means (a) liens for taxes not yet due and payable and (c) such liens, easements, rights of way, building and use restrictions, exceptions, reservations and limitations that do not in any material respect detract from the value of the property subject thereto or impair the use thereof in the ordinary course of the business of the Stations.

3. ***Payment of Purchase Price.*** The total price to be paid by Purchaser to Seller shall be ONE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$1,150,000.00) (the "Purchase Price"), exclusive of any interest as provided for in this Agreement. Upon execution of this Agreement Purchaser shall deposit \$50,000.00 in escrow with Cole, Kirby & Associates, LLC, which shall be credited toward the Purchase Price at Closing. The balance of the purchase price shall be paid as follows on the Closing date:

(a) **Closing Payment:** Purchaser shall pay and deliver to the order of Seller the sum of One Million One Hundred Thousand Dollars (\$1,100,000) by wire transfer at Closing;

(b) **Allocation.** The Purchase Price shall be allocated among the Assets in accordance with an allocation schedule prepared pursuant to Section 1060 of the Code and mutually agreed upon by Seller and Buyer. Seller and Buyer shall prepare the allocation schedule at or prior to Closing, and shall use such allocation for tax, accounting, and all other purposes. If Seller and Buyer are unable to agree upon the allocation of the Purchase Price, Closing shall nevertheless take place as scheduled and the dispute shall be resolved by a media appraiser mutually acceptable to Seller and Buyer, whose decision shall be final and whose fees and expenses shall be paid one-half by Seller and one-half by Buyer. If the allocation must be determined by a media appraiser, Seller and Buyer agree to cooperate in good faith so that the appraisal may be completed as expeditiously as practicable. Buyer will be responsible for the preparation of IRS Form 8594, subject to Seller's approval which shall not be unreasonably withheld or delayed. Buyer shall prepare that Form and deliver it to Seller in time to enable Seller to submit its income tax returns in a timely manner.

4. ***Seller's Liabilities.*** Buyer shall not assume any of Seller's liabilities, including without limitation any liability under any single or multiemployer "employee pension benefit plan" as defined in ERISA or for taxes, except for liabilities accruing after Closing under the assumed Contracts, Sales Agreements, and Trade Agreements subject to the provisions of this Section. Seller will provide Buyer a list of all programming and advertising agreements. Buyer shall be obligated to assume only those Sales Agreements that were entered into in the ordinary course of business at the Station's then-prevailing rates and that do not contain onerous provisions or stretch into the Ohio political Lowest Unit Charge period prior to a primary or general election. . Buyer shall be obligated to assume only those Trade Agreements that, as of the Closing Date, (i) are immediately preemptible for cash time sales, (ii) obligate Buyer to provide advertising time only on a "run of schedule" basis, (iii) do not obligate Buyer to provide more than \$1,000 of advertising time in the aggregate per Stations, and (iv) have no Negative Trade Balance. With respect to Contracts that require the consent of third parties for assignment, but for which the consent of such third parties has not been obtained as of the Closing Date, Buyer shall assume Seller's obligations to be performed under those Contracts only for the period after Closing during which Buyer receives the benefits to which Seller is currently entitled under such Contracts.

5. ***Prorations.***

(a) **Apportionment of Income and Expense.** Seller shall be entitled to all income attributable to and shall be responsible for all expenses arising out of the operation of the Stations until 11:59 p.m. on the Closing Date. Buyer shall be entitled to all income attributable to and shall be responsible for all expenses arising out of the operation of the Stations after 11:59 p.m. on the Closing Date. All overlapping items of income or expense, including the following, shall be prorated or reimbursed, as the case may be, as of 11:59 p.m. on the Closing Date (the "Prorations"):

- i. Advance payments received from advertisers prior to Closing for services to be rendered in whole or in part after Closing (including any Negative Trade Balance);
 - ii. Prepaid expenses and deposits made prior to Closing, as permitted by the terms hereof, for or in connection with goods or services where all or part of such goods or services have not been received or used as of Closing Date (e.g., rents paid in advance for a rental period extending beyond Closing)
 - iii. Liabilities customarily accrued, arising from expenses incurred but unpaid as of Closing (e.g., payroll, payroll taxes, and earned vacation time and sick leave of any employees of Seller who enter into Buyer's employ after Closing, rents, sales commissions, and fees for business and professional services);
 - iv. Taxes and utility charges related to the Stations or in respect of any of the Assets;
 - v. Deposits and unearned prepayments received by Seller in connection with any contract, lease, or other agreement assumed by Buyer; and
 - vi. All other items normally prorated in the sale of the assets of a business and of a radio broadcast stations in particular, including but not limited to FCC regulatory fees.
- (b) **Employees.**
- i. Seller shall pay all compensation owed to the Stations' employees up to and including the Closing Date. Buyer may, after Closing, employ those of Seller's employees as Buyer may elect on terms and conditions determined by Buyer in Buyer's sole discretion. Buyer shall, no later than ten (10) business days after the Closing Date, deliver to Seller a list of those employees who have entered into Buyer's employ. Buyer shall credit each of those employees with his or her accrued vacation time and sick leave through the Closing Date and shall receive a proration credit equal to the value of the accrued vacation time and sick leave so assumed by Buyer based upon those employees' pay rates as of the Closing Date. Seller shall remain solely responsible for all severance pay, accrued vacation time and sick leave of those of Seller's employees who do not enter into Buyer's employ after Closing.
 - ii. Seller has, in the conduct of the affairs of the Stations, complied in all material respects with all applicable laws, rules and regulations relating to the employment of labor, including those relating to wages, hours, equal

employment opportunity, collective bargaining, pension and welfare benefit plans, and the payment of Social Security and similar taxes, and Seller hereby indemnifies Buyer against any arrears of wages or any tax or other penalties or liabilities for failure to comply with any of the foregoing. No employee of the Stations is represented by a union or other collective bargaining unit, no application for recognition of a collective bargaining unit is now pending before the National Labor Relations Board with respect to the Stations employees, and, to the best of Seller's knowledge, no concerted effort to unionize any of the Stations employees is currently in progress. Seller has delivered to Buyer an accurate list of all current employees of the Stations together with a description of the dates of commencement of their respective employment, their positions and areas of responsibility, compensation history, and current compensation arrangements as of the date of this Agreement.

- iii. Seller is not covered by the Worker Readjustment and Notification Act (the "WARN Act") (29 USC §2101). as of the Closing Date.

(c) **Determination and Payment.**

- i. *In General.* Prorations shall be made, insofar as feasible, at Closing and shall be paid by way of adjustment to the cash payment due at Closing. As to prorations that cannot be made at Closing, within ninety (90) days after the Closing Date, Buyer shall determine all such Prorations and shall deliver a statement of its determinations to Seller, which statement shall set forth in reasonable detail the basis for such determinations. Within ten (10) days thereafter, Buyer shall pay to Seller or Seller shall pay to Buyer, as the case may be, the net amount due. If Seller does not concur with Buyer's determinations, the parties shall confer with regard to the matter and an appropriate adjustment and payment shall be made as agreed upon by the parties. If the parties are unable to resolve the matter, it shall be referred to a firm of independent certified public accountants, mutually acceptable to Seller and Buyer, whose decision shall be final, and whose fees and expenses shall be paid one-half by Seller and one-half by Buyer.
- ii. *Property Taxes.* If the amount of any real or personal property tax to be prorated is not known on the Closing Date, such tax shall be apportioned on the basis of the most recent tax assessment. As soon as the new tax rate and valuation can be ascertained, there shall be a reapportionment and adjustment with respect to such tax even though that final proration and adjustment may take place more than ninety (90) days after the Closing Date.

6. ***Collection Of Accounts Receivable.*** Prior to the Closing Date, Seller and Buyer shall review Seller's Accounts Receivable and reach an agreement on how to proceed on the collection of those accounts subsequent to the Closing.

7. ***Broker Commission or Finder's Fees.*** It shall be the Seller's obligation to pay the broker's fee upon the consummation of this transaction.

8. **CONDITIONS PRECEDENT.**

(a) **Mutual Conditions.** The obligation of both Seller and Buyer to consummate this Agreement is subject to the satisfaction of each of the following conditions:

- i. ***Commission Consent.*** The Federal Communications Commission ("FCC" or "Commission") shall have granted the Assignment Applications, such grant shall have become a Final Order, and such grant shall be in full force and effect on the Closing Date. The Closing Date of this Agreement shall be established upon thirty (30) days' notice by Buyer. The Closing shall be completed within 30 days from the date of receipt of the Commission's approval of the Assignment Applications and such grant having become a Final Order.
- ii. ***Waiver:*** Buyer may waive the requirement of a Final Order in which case the parties herein agree to close the transaction following the initial grant of the FCC's consent without allowing such consent to become a Final Order. If following Closing, the FCC Consent is reversed on reconsideration, review or appeal or otherwise overturned on its own motion and such reversal becomes a Final Order, the parties agree to cooperate and to take all necessary and advisable actions to unwind the transaction and to return the parties to the status quo ante within ninety (90) days thereof.
- iii. ***Absence of Litigation.*** As of the Closing Date, no action, suit or proceeding seeking to enjoin, restrain, or prohibit the consummation of the transaction contemplated by this Agreement shall be pending before any court or the Commission or any other governmental body or authority.

(b) **Conditions to Buyer's Obligation.** In addition to the satisfaction of mutual conditions contained in Section 6.A, the obligation of Buyer to consummate this Agreement is subject to the satisfaction of each of the following conditions:

- i. ***Representations and Warranties.*** The representations and warranties of Seller to Buyer shall be true, complete and correct in all material respects as of the Closing Date with the same force and effect as if then made.

- ii. *Compliance with Conditions.* All of the terms, conditions, and covenants to be complied with or performed by Seller on or before the Closing Date shall have been duly complied with and performed in all material respects.
- iii. *Validity of Stations Licenses.* On the Closing Date, Seller shall be the owner and holder the Stations Licenses to the extent that such licenses can be owned or held by Seller under the Communications Act of 1934, as amended, and the Stations Licenses shall be in unconditional full force and effect, valid for the balance of the current license terms applicable generally to radio stations licensed to communities located in the State of Ohio and West Virginia.
 - iv. *Environment.* To the best of Seller's knowledge, no hazardous or toxic material or waste regulated under any applicable environmental, health or safety law has been generated, stored, transported or released on, in, from or to the Real Property included in the Stations' Assets. To the best of Seller's knowledge, Seller has complied in all material respects with all environmental, health and safety laws applicable to the Stations. For purposes of this Agreement, "hazardous or toxic material" shall mean waste, substances, materials, smoke, gas, pollutants, contaminants, asbestos or asbestos related products, PCB's, petroleum, crude oil (or any fraction or distillate thereof) or particular matter designated as hazardous, toxic or dangerous, or requiring special handling, treatment or storage whether or not designated hazardous, toxic or dangerous under any environmental laws. For purposes of this Agreement "environmental law" shall be interpreted to mean the Comprehensive Environmental Response Compensation and Liability Act, any successor to such law, and/or any other applicable federal, state, or local environmental, health or safety law, rule or regulation concerning the treating, producing, handling, storing, releasing, spilling, leaking, pumping, pouring, emitting, or dumping of any waste, substance, materials, smoke, gas or particulate matter or imposing liability or standards in connection therewith. Notwithstanding the foregoing, Buyer, at Buyer's expense, may commission an Environmental Audit of the stations' transmitter sites.
- iv. *Third-Party Consents.* At Closing, Seller shall deliver to Buyer all required third-party consents to Buyer's assumption of the Assumed Contracts such that Buyer will enjoy all the rights and privileges of Seller under the Assumed Contracts subject only to the same obligations as are binding on Seller pursuant to the Assumed Contracts' present terms.
- v. *Estoppel Certificates.* At Closing, Seller shall deliver to Buyer a certificate from the lessor of each of a Leased Premises where a lessor is known, dated no more than ten (10) days prior to the Closing Date, stating (i) that the lease for such Leased Premises is in full force and effect and has not been

amended or modified; (ii) the date to which all rent and other sums due thereunder have been paid; and (iii) that, to the best of lessor's knowledge, Seller is not in default under such lease and no event has occurred that, with notice, the passage of time or both, would constitute a default thereunder by Seller. Where the applicable lessor is not known or the applicable specific lease is not available after diligent search, Seller may deliver its certification in place of the lessor Estoppel Certificate, certifying to items (i) (ii) and (iii) of this subsection. Seller also shall deliver to Buyer such lessor's consents and mortgagee's estoppel and non-disturbance agreements as Buyer's institutional lender(s) may reasonably request with respect to any collateral assignment or mortgage of the leasehold interests that are being assigned to Buyer pursuant to this Agreement.

vi. *Condition of Stations.* There shall have been no change subsequent to the date of this Agreement in the operation or condition, financial or otherwise, of the Stations except for changes in the ordinary course of business or as contemplated by this Agreement, none of which, individually or in the aggregate, shall be materially adverse.

vii. *Closing Documents.* Seller shall deliver to Buyer all of the closing documents specified in Paragraph 9(a), all of which documents shall be dated as of the Closing Date, duly executed, and in a form reasonably acceptable to Buyer.

(c) **Conditions to Seller's Obligation.** In addition to satisfaction of the mutual conditions contained in Section 8.A. the obligation of Seller to consummate this Agreement is subject to satisfaction of each of the following conditions:

i. *Representations and Warranties.* The representations and warranties of Buyer to Seller shall be true, complete, and correct in all material respects as of the Closing Date with the same force and effect as if then made.

ii. *Compliance with Conditions.* All of the terms, conditions and covenants to be complied with, or performed by Buyer on or before the Closing Date shall have been duly complied with and performed in all material respects.

iii. *Payment.* Buyer shall pay Seller the cash due at Closing as provided in Section 3.

iv. *Closing Documents.* Buyer shall deliver to Seller all the closing documents specified in Paragraph 9.B. all of which documents shall be dated as of the Closing Date, duly executed, and in a form reasonably satisfactory to Seller.

9. *Closing*

(a) **Documents to be Delivered by Seller.** At the Closing, Seller will deliver to Purchaser the following, in proper form for recording when appropriate:

- i. *Transfer Documents.* Such bills of sale, assignments, deeds and other good and sufficient instruments of transfer as Purchaser may reasonably request in order to convey and transfer to Purchaser title to the Assets, including:
 - (a) A certificate executed by Sellers' Presidents attesting to (i) Seller's compliance with the matters set forth in Paragraphs 6 and 9 and (ii) the total amount of advertising time owed in respect of the Trade Agreements and the Negative Trade Balance, if any.
 - (b) One or more assignments transferring to Buyer all of the interests of Seller in and to the Stations Licenses, and all other licenses, permits, and authorizations issued by any federal, state, or local regulatory agencies that are used in or necessary for the lawful operation of the Stations.
 - (c) One or more bills of sale conveying to Buyer all of the Stations Equipment in a form that is usual and customary in the jurisdictions where the Stations Equipment is located.
 - (d) One or more assignments (in proper form for recordation with respect to all leases of Leased Premises) assigning to Buyer all of the Contracts, Sales Agreements, and Trade Agreements.
 - (e) One or more assignments conveying to Buyer the Promotional Rights, the Intangible Property, and the Business Records.
- ii. *Other Documents.* Such additional information and materials as Purchaser shall reasonably request.

(b) **Documents to be Delivered by Purchaser.** At the Closing, Purchaser will deliver to Seller:

- i. *Purchase Price.* Evidence of a wire transfer in immediately available funds of the amount specified in **Section 2**, subject to any adjustments;
- ii. *Certificate.* A certificate executed by Buyer's President attesting to Buyer's compliance with the matters set forth in Paragraphs 6 and 10.

- iii. *Agreements.* Such assumption agreements and other instruments and documents as are required to make, confirm, and evidence Buyer's assumption of and obligation to pay, perform, or discharge Seller's obligations under the Assumed, Contracts, Sales Agreements, and Trade Agreements to the extent the same are to be assumed by Buyer pursuant to the terms hereof.
- iv. *Other Documents.* Such additional information and materials as Seller shall reasonably request.

10. ***Federal Communication Commission.*** The occurrence of the Closing is subject to and conditioned upon prior FCC consent (the "FCC Consent") to the assignment of the FCC Licenses to Purchaser.

(a) **FCC Applications.** Seller and Purchaser shall file four applications with the FCC (the "FCC Applications") requesting the FCC Consent within ten (10) business days following the date of execution of this Agreement. Purchaser and Seller shall diligently prosecute the FCC Applications, defend the Applications against any Petitions to Deny or Informal Objections, and otherwise use their best efforts to obtain the FCC Consent as soon as possible. All costs associated with applications, including the fee to be paid to the FCC in conjunction with the filing of the FCC Application ("FCC Fee") will be advanced by Buyer but shared equally by Seller and Buyer by means of a proration adjustment at Closing.

(b) **General.** Seller and Purchaser 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. Seller and Purchaser shall furnish each other with information and assistance as the other may reasonably request in connection with its preparation of any governmental filing hereunder.

11. ***Representations and Warranties by Seller.*** Seller represents and warrants to Purchaser as follows:

(a) Seller has good, absolute, and marketable title to the Assets, free and clear of all liens, claims, encumbrances, and restrictions of every kind. Seller has the complete and unrestricted right, power, and authority to sell, transfer, and assign the Assets pursuant to this Agreement.

(b) The Company is a duly organized and validly existing Ohio or West Virginia corporation, as the case may be, in good standing, with all requisite corporate power to carry on its business as presently conducted. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary corporate action, and certified copies of those authorizing resolutions shall be delivered to Buyer at Closing. This Agreement has been duly executed and delivered to Buyer and constitutes a legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

(c) There are no outstanding options, contracts, commitments, warranties, agreements, or other rights of any character affecting or relating in any manner to the sale of Assets.

(d) Except as permitted or contemplated in this Agreement, the business and operations of the Stations is being conducted in material compliance with the FCC Licenses and with each law, ordinance, regulation, judgment, decree, injunction, rule or order (collectively, "Laws") of the FCC or any other Governmental Entity having jurisdiction over the Seller or the Stations. No investigation or review by any Governmental Entity with respect to the Seller or the Stations is pending or, to Seller's knowledge, threatened. Without limiting the generality of the foregoing and with respect to the Stations, the Stations and the operations of the Stations comply in all material respects with the Communications Act of 1934, as amended (the "Communications Act"), and all rules, regulations, and written policies of the FCC thereunder. In addition, the Seller has duly and timely filed, or caused to be filed, with the appropriate Governmental Entities all applications, reports, statements, fees, documents, registrations, filings, or submissions with respect to the business or operations of the Stations and the ownership thereof, including, without limitation, applications for renewal of authority required to be filed by applicable law. All such filings complied in all material respects with applicable laws when made have been granted. There is no action, suit, or proceeding pending or threatened against Seller which could materially adversely affect Seller's ability to perform its obligations hereunder.

(e) None of (i) the execution, delivery and performance of this Agreement by Seller, (ii) the consummation of the transaction contemplated hereby, or (iii) Seller's compliance with the terms and conditions hereof will, with or without the giving of notice or the lapse of time or both, conflict with, breach the terms and conditions of, constitute a default under, or violate Sellers' articles of incorporation or by-laws, any judgment, decree, order, agreement, lease or other instrument to which Seller is a party or by which Seller is legally bound, or, to the best of Seller's knowledge, any law, rule, or regulation applicable to Seller or to the operation of the Stations.

(f) Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Code and Seller is not broadcasting the programs or announcements of any person associated with or representing any foreign government. On the Closing Date, if required by the title company used in connection with transfer of real property, Seller will deliver to Buyer an affidavit to that effect, verified as true and sworn to under penalty of perjury by a duly-authorized officer of Seller. The affidavit shall also set forth Seller's name, address, taxpayer identification number, and such additional information as may be required to exempt this transaction from the withholding provisions of Section 1445 of the Code. Buyer shall have the right to furnish copies of the affidavit to the IRS.

(g) At Closing, Seller shall convey to Buyer good and marketable title to all the Assets, free and clear of all mortgages, deeds of trust, liens, pledges, collateral assignments, security interests, leases, easements, covenants, restrictions and encumbrances or other defects of

title except (i) the lien of any real estate or personal property taxes that will not become due until after the Closing Date and that will be prorated between Seller and Buyer pursuant to Section 4; (ii) easements and other rights or restrictions of record pertaining to the Leased Premises, none of which, individually or in combination with others, detract from the value of or interfere with the use or operation of the Leased Premises for the purposes for which the same are now being used by Seller; (iii) in the case of the Contracts, the benefits thereof may depend upon future performance as required by the Contracts' respective terms; and (iv) as otherwise expressly provided in this Agreement, the Appendices hereto, or in the documents referred to herein or therein.

(h) The Stations Licenses are all the Commission authorizations held by Seller with respect to the Stations and are all the Commission authorizations used in or necessary for the lawful operation of the Stations as presently operated by Seller. The Stations Licenses are in unconditional full force and effect and are unimpaired by any acts or omissions of Seller or Seller's officers, directors, shareholders, employees or agents. There are no proceedings, complaints, or investigations pending or, to the best of Sellers' knowledge, threatened before or by the Commission relating to the business or operations of the Stations. All ownership reports, employment reports, and other documents required to be filed by Sellers with the Commission have been filed; such items as are required to be placed in the Stations' online public records file have been placed in such file; and all proofs of performance and measurements that are required to be made by Seller with respect to the Stations' transmission facilities have been completed and are on file at the Stations. All such reports and documents are complete and correct in all material respects.

(i) The assets listed in Schedule 2(b), together with any improvements and additions thereto and replacements thereof less any retirements or other dispositions as permitted by this Agreement between the date hereof and the Closing Date, will, at Closing, be all material tangible personal property used in or necessary for the lawful operation of the Stations as presently operated by Seller. The assets listed in Schedule 2(b) except as specifically indicated therein, are in good operating condition and repair (reasonable wear and tear excepted) and are not in need of imminent repair or replacement. The Stations' transmitting and studio equipment are operating in accordance with the standards of good engineering practice, the terms and conditions of the Stations' Licenses and all underlying construction permits, and the rules, regulations, and policies of the Commission, including without limitation all regulations concerning equipment authorization and human exposure to radio frequency radiation. Notwithstanding the foregoing, subject to Buyer's due diligence review, the assets listed in Schedule 2(b) are being sold and assigned from Seller to Purchase in "as is, where is" condition.

(j) Except for Sales Agreements and Trade Agreements, the contracts, leases, and agreements listed or described in Schedule 1(c) include all the contracts, leases, and agreements to which Seller is a party or by which any Seller is legally bound that have a material effect on the revenues or operating expenses of the Stations. To the best of Seller's knowledge: (i) each Contract is in full force and effect and is unimpaired by any acts or omissions of Seller or Seller's officers, directors, shareholders, employees or agents; (ii) there has not occurred as to any Contract any material default by Seller or any event that, with the lapse of time or otherwise,

could become a material default by Seller; and (iii) there has not occurred as to any Contract any material default by any other party thereto or any event that, with the lapse of time or at the election of any person other than Seller, could become a material default by such party. All Contracts (or memoranda thereof) pursuant to which Seller leases the Leased Premises have been duly-recorded in the land records of the jurisdictions where the Leased Premises are located or will be so recorded prior to Closing. If any Contract requires the consent of any third parties for Seller to assign that Contract to Buyer or to enable Buyer to enjoy the full benefit of that Contract after Closing subject only to the Contract's present terms, Seller shall use its best efforts to obtain all such required consents prior to Closing.

(k) As of the date hereof, the real estate and the Leased Premises described at Section 2 above is all the real estate used in or necessary for the lawful operation of the Stations as presently operated by Seller. To the best of Seller's knowledge, there are no encroachments upon any Leased Premises by any buildings, structures, or improvements located on adjoining real estate. None of the buildings, structures, or improvements (including without limitation all ground radials, guy wires and guy anchors) constructed on the Leased Premises encroaches upon adjoining real estate, and all such buildings, structures, and improvements are constructed in conformity with all "set back" lines, easements and other restrictions or rights of record, and all applicable building or safety codes and zoning ordinances. Any underground fuel storage tanks located on the Leased Premises comply with all applicable federal, state, and local regulations. There are no pending or, to the best of Seller's knowledge, contemplated condemnation or eminent domain proceedings that may affect the real estate or the Leased Premises. Sellers' use and occupancy of the Leased Premises comply in all material respects with all applicable regulations, codes, ordinances, and statutes relating to health and sanitation, environmental protection, occupational safety, and the use of electrical power. To the best of Sellers' knowledge, there are no structural defects in the buildings, structures, and improvements located on the real estate and the Leased Premises.

(l) All utilities that are required for the full and complete occupancy and use of the Leased Premises for the purposes for which they are presently being used by Seller, including, without limitation, electricity, water, telephone, internet and similar systems, have been connected to the Leased Premises and are in good working order. Seller has, or by the Closing Date will have, paid all charges for such utilities, including without limitation any "tie-in" charges or connection fees, except for those charges that will not become due until after the Closing Date and that are to be prorated between Seller and Buyer pursuant to Section 5. To the best of Seller's knowledge, no utility lines serving the Stations pass over the lands of others except where appropriate easements or licenses have been obtained.

(m) Seller represents that it has fully insured the Stations, the business, and its Assets and that it will continue to carry that insurance through tp Closing. Seller has, in the conduct of the affairs of the Stations, complied with all applicable laws, rules and regulations relating to the employment of labor, including those relating to wages, hours, equal employment opportunity, collective bargaining, pension and welfare benefit plans, and the payment of Social Security and similar taxes, and Seller is not liable for any arrears of wages or any tax penalties for failure to comply with any of the foregoing. No employee of the Stations is represented by a

union or other collective bargaining unit, no application for recognition of a collective bargaining unit is now pending before the National Labor Relations Board with respect to the Stations' employees, and, to the best of Seller's knowledge, no concerted effort to unionize any of the Stations' employees is currently in progress. There are no material controversies pending or threatened between Seller and any of the Stations' employees, and Seller is not aware of any facts that could reasonably result in any such controversy. Seller has no retirement, pension, profit-sharing, bonus, severance pay, disability, health, vacation, or other employee benefit plans, practices, agreements, or understandings that would apply to or create any liability upon Buyer as a subsequent employer of Seller's employees. Seller represents that Buyer may interview current employees of the Stations for potential employment by the Buyer and will not object to any of such employees being hired by Buyer.

(n) There is no judgment outstanding or litigation, action, suit, investigation, or other proceeding pending or, to the best of Seller's knowledge, threatened or probable of assertion that may give rise to any claim against any of the Assets or adversely affect Seller's ability to perform in accordance with the terms of this Agreement, and Seller is not aware of any facts that could reasonably result in any such proceeding.

(o) No insolvency proceedings of any character, including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Sellers or the Assets are pending or threatened. Seller has not made an assignment for the benefit of creditors, or taken any action with a view to, or that would constitute a valid basis for, the institution of any such insolvency proceedings.

(p) If Seller receives any finding, order, complaint, citation, or notice prior to Closing which states that any aspect of a Station's operations violates any rule or regulation of the Commission or of any other federal, state or local regulatory or administrative body (an "Administrative Violation"), including without limitation any rule or regulation concerning Hazardous Substances, the employment of labor, or equal employment opportunity, Seller shall promptly notify Buyer of the Administrative Violation, use its best efforts to remove or correct the Administrative Violation, and be responsible for all costs associated therewith, including the payment of any fines or back pay that may be assessed. As of the date hereof, Seller is not aware of any Administrative Violations, any pending investigations concerning possible Administrative Violations, or of any facts that could reasonably result in any Administrative Violations.

(q) Seller has, or by the Closing Date will have, paid and discharged all taxes, assessments, excises and other levies relating to the Assets that, if due and not paid, would interfere with Buyer's full enjoyment of the Assets after Closing, excepting such taxes, assessments, and other levies as will not be due until after the Closing Date and that are to be prorated between Seller and Buyer pursuant to Section 5.

(r) Between the date hereof and the Closing Date, Sellers shall give Buyer or representatives of Buyer reasonable access to the Assets and to the other properties, titles, contracts, books, records and affairs of Sellers relating to the operations of the Stations. It is expressly understood that, pursuant to this Section, Buyer shall be entitled to make an engineering

inspection of the Stations. No such inspection made by or on behalf of Buyer or Buyer's failure to make any such inspection, however, shall affect Sellers' representations, warranties, and covenants hereunder or be deemed to constitute a waiver of any of those representations, warrants, and covenants.

(s) Between the date of this Agreement and the Closing Date:

- (a) Seller shall operate the Stations in the normal and usual manner, consistent with the rules, regulations, and policies of the Commission, and conduct the Stations' business only in the ordinary course. To the extent consistent with such operations, Seller shall use its best efforts to:
 - (i) maintain the present character and entertainment format of the Stations and the quality of its programs;
 - (ii) preserve the present business organization and makeup of the Stations;
 - (iii) keep available for Buyer the services and number of the Stations' present employees;
 - (iv) preserve the Stations' present customers, audience rankings, and business relations;
 - (v) satisfy Seller's obligations under the Trade Agreements; and
 - (vi) continue to make expenditures and engage in activities designed to promote the Stations and stimulate the purchase of advertising time on the Stations in a manner consistent with Seller's practice during the twelve (12) month period immediately preceding the date of this Agreement.
- (b) Seller shall:
 - (i) maintain the Assets in substantially the same condition as they now are (reasonable wear and tear in normal use and damage due to unavoidable casualty excepted);
 - (ii) maintain all inventories of supplies, tubes, and spare parts at levels at least equivalent to those existing on the date of this Agreement;
 - (iii) maintain insurance upon the Assets and with respect to the operation of the Stations' businesses comparable in amount, scope and coverage to that in effect on the date of this Agreement; and
 - (iv) promptly give Buyer written notice of any unusual or materially adverse developments with respect to the Assets or the business or operations of the Stations.
- (c) Sellers shall maintain their books, records and accounts in the usual, regular and ordinary manner, on a basis consistent with prior periods.
- (d) Sellers shall comply in all material respects with all laws, rules, ordinances and regulations applicable to them, to the Assets and to the business and operations of the Stations.
- (e) Sellers shall:
 - (i) pay and perform their obligations under any existing indebtedness when and as the same shall become due in accordance with the indebtedness' present terms;
 - (ii) perform all Contracts without default; and
 - (iii) pay all trade accounts payable in

accordance with Sellers' prior custom and practice (including, without limitation, timing); provided, however, that Sellers may dispute, in good faith, any alleged obligation of Sellers.

- (f) Seller shall not: (i) sell or agree to sell or otherwise dispose of any of the Assets other than in the ordinary course of business and only if such Assets are replaced by Assets of equal or greater worth, quality and utility; (ii) permit any infringement, unauthorized use or impairment of the Promotional Rights or change the Stations' call signs; (iii) cancel, terminate, modify or amend any Assumed Contract; (iv) enter into any employment contract on behalf of the Stations unless the same is terminable at will and without penalty; (v) enter into any other contract, lease or agreement that will be binding on Buyer after Closing except for (A) Sales Agreements and Trade Agreements to the extent consistent with Section 4 and (B) other contracts, leases and agreements made in the ordinary course of business that will not, individually or in the aggregate, impose any material obligations on Buyer after Closing.

(w) **Cooperation with Respect to Financing.** Seller understands that Buyer's financing for the transaction contemplated by this Agreement will be obtained from secured loans advanced by one or more financial institutions. Seller shall cooperate with Buyer, Buyer's underwriters, lenders and potential lenders, and their respective agents and representatives, in obtaining the financing required to consummate this transaction.

(x) **No Misleading Statements.** No statement made by Seller to Buyer and no information provided or to be provided by Seller to Buyer pursuant to this Agreement or in connection with the negotiations covering the purchase and sale contemplated herein contains or will contain any untrue statement of a material fact or omits or will omit a material fact. There are no facts or circumstances known to Seller that, either individually or in the aggregate, will materially adversely affect after Closing the Assets or the business or condition (financial or otherwise) of the Stations.

12. ***Representations and Warranties by Purchaser.*** Purchaser represents and warrants to Seller as follows:

(a) Purchaser has the legal right to enter into and perform this Agreement.

(b) Purchaser is legally, financially and otherwise qualified to be the licensee of, acquire, own, and operate the Stations under the Communications Act and the rules, regulations, and policies of the FCC. There are no facts that would disqualify Purchaser as an assignee of the FCC Licenses or as the owner and operator of the Stations. There is no action, suit, or proceeding pending or threatened against Purchaser which could materially adversely affect Purchaser's ability to perform its obligations hereunder.

13. **Expenses.** Except as otherwise specifically provided in this Agreement, each party shall bear its own expenses in connection with the transactions contemplated by this Agreement and in connection with all obligations required to be performed by it under this Agreement.

14. **Indemnification.**

(a) For a period of twelve (12) months following Closing, Seller shall defend, indemnify, and hold Purchaser harmless from and against any and all losses, costs, damages, liabilities, and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Purchaser arising out of or resulting from: (i) any breach of any representation or warranty of the Seller hereunder; or (ii) any breach or default by Seller of any covenant or agreement under this Agreement.

(b) For a period of twelve (12) months following Closing, Purchaser shall defend, indemnify, and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from: (i) any breach of any representation or warranty of Purchaser hereunder; or (ii) any breach or default by Purchaser of any covenant or agreement under this Agreement.

(c) **Procedures.** The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim, or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder against the indemnifying party (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend, or settle with respect to such Claim is thereby prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following terms and conditions:

i. The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim;

ii. In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within twenty (20) days after written notice (which shall include description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise, or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise, or final determination thereof);

iii. Anything herein to the contrary notwithstanding: (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise, or settlement of the Claim; (ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the indemnified party of a release from all liability in respect of such Claim; and (iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel or other representatives concerning such Claim and the indemnifying party and the indemnified party and their respective counsel or other representatives shall cooperate in good faith with respect to such Claim; and

iv. All claims not disputed shall be paid by the indemnifying party within thirty (30) days after receiving notice of the Claim. "Disputed Claims" shall mean claims for Damages by an indemnified party which the indemnifying party objects to in writing within thirty (30) days after receiving notice of the Claim. In the event there is a Disputed Claim with respect to any Damages, the indemnifying party shall be required to pay the indemnified party the amount of such Damages for which the indemnifying party has, pursuant to a final determination, been found liable within ten (10) days after there is a final determination with respect to such Disputed Claim. A final determination of a Disputed Claim shall be: (i) a judgment of any court determining the validity of a Disputed Claim, if no appeal is pending from such judgment and if the time to appeal therefrom has elapsed; (ii) an award of any arbitration determining the validity of such disputed claim, if there is not pending any motion to set aside such award and if the time within which to move to set aside such award has elapsed; (iii) a written termination of the dispute with respect to such claim signed by the parties thereto or their attorneys; (iv) a written acknowledgment of the indemnifying party that it no longer disputes the validity of such claim; or (v) such other evidence of final determination of a disputed claim as shall be acceptable to the parties. No undertaking of defense or opposition to a Claim shall be construed as an acknowledgment by such party that it is liable to the party claiming indemnification with respect to the Claim at issue or other similar Claims.

v. Indemnification Not Sole Remedy. The right to indemnification hereunder shall not be the exclusive remedy of either party in connection with any breach by the other party of its representations, warranties, or covenants, nor shall such indemnification be deemed to prejudice or operate as a waiver of any remedy to which either party may otherwise be entitled as a result of any such breach by the other party.

(d) **Certain Limitations.**

i. The maximum liability of either party for indemnification under this Section 12 shall be One Hundred Thousand and 00/100 Dollars (\$100,000).

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

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

iv. Seller shall not be liable under this Section **Error! Reference source not found.** for any Losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement if Buyer had knowledge of such inaccuracy or breach prior to the Closing.

15. **Termination.** This Agreement may be terminated at any time prior to Closing as follows:

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

(b) by written notice of Seller to Purchaser, if Purchaser: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by it 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 herein contained and such breach or default is not cured within the Cure Period (defined below);

(c) by written notice of Purchaser to Seller if Seller: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by it 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 herein contained and such breach or default is not cured within the Cure Period (defined below);

(d) by written notice of either party to the other if the FCC denies the FCC Application;

(e) by written notice of Purchaser to Seller if the FCC Consent includes a condition that is materially adverse to Purchaser; and

(f) by written notice of either party to the other if the Closing shall not have been consummated on or before the date twelve (12) months after the date of this Agreement, or five (5) months following the last date that the FCC grant of the Assignment Applications required at Section 8(a)i shall have become a Final Order and the party seeking to terminate this Agreement is not then in breach of this Agreement.

The term "Cure Period" as used herein means a period commencing the date Purchaser or Seller receives from the other written notice of breach or default hereunder and continuing for a period of thirty (30) days thereafter; provided, however, that if the breach or default cannot reasonably be cured within such period, but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date.

16. **Notices.** Any notice, demand, or request required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be deemed to have been received on the date of personal delivery, on the fifth day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Purchaser:

Jackson County Broadcasting, Inc.
P.O. Box 667
Jackson, OH 45640
Attn: Cora M. Willett, President

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

Cole, Kirby & Associates, LLC
227 E. Main Street
Jackson, OH 45640
Attn: William S. Cole, Esq.

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

Telecommunications Law Professionals PLLC
1025 Connecticut Ave, NW
Suite 1011
Washington, DC 20036
Attn: Gregg P. Skall, Esq.

If to Seller:

Edward A. Baker
PO Box 889
Blacksburg, VA 24063

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

Cary S. Tepper
Tepper Law Firm, LLC
4900 Auburn Avenue; Suite 100
Bethesda, MD 20814-2632

17. ***Prior Negotiations.*** This Agreement supersedes in all respects all prior and contemporaneous oral and written negotiations, understandings and agreements between the parties with respect to the subject matter hereof. All of said prior and contemporaneous negotiations, understandings and agreements are merged herein and superseded hereby.

18. ***Entire Agreement.*** This Agreement represents the entire agreement and understanding between the parties, and it supersedes any and all agreements and representations made or dated prior thereto. This Agreement can only be amended or modified by a written instrument signed by both parties.

19. ***Survival of Representations and Warranties.*** The several representations, warranties and covenants of the parties contained herein shall survive the Closing for a period of twelve (12) months.

20. ***Waiver.*** Unless otherwise specifically agreed in writing to the contrary: (i) the failure of either party at any time to require performance by the other of any provision of this Agreement shall not affect such party's right thereafter to enforce the same, (ii) no waiver by either party of any default by the other shall be taken or held to be a waiver by such party of any other preceding or subsequent default, and (iii) no extension of time granted by either party for the performance of any obligation or act by the other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

21. **Number and Gender.** Whenever the context so requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be construed to mean or include any other gender or genders.

22. **Headings and Cross-References.** The headings of the Sections and Paragraphs, the Table of Contents, the Table of Exhibits, and the Table of Appendices have been included for convenience of reference only and shall in no way limit or affect the meaning or interpretation of the specific provisions of this Agreement. All cross-references to Sections or Paragraphs herein shall mean the Sections or Paragraphs of this Agreement unless otherwise stated or clearly required by the context. All references to Appendices herein shall mean the Appendices to this Agreement which have been separately initialed for identification by Seller and Buyer. Words such as "herein" and "hereof" shall be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement unless otherwise stated or clearly required by the context.

23. **Counsel.** Each party has been represented by its own counsel in connection with the negotiation and preparation of this Agreement and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Agreement, including, but not limited to, any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the party whose counsel drafted that provision.

24. **Failure of Broadcast Transmission.** Seller shall give prompt written notice to Buyer if: (a) regular broadcast transmissions of a Stations in the normal and usual manner are interrupted or discontinued; or (b) a Station is operated at less than its licensed antenna height above average terrain or at less than ninety percent (90%) of its licensed effective radiated power. If Seller cannot restore normal and usual transmissions at the licensed operating parameters within seventy-two (72) hours (with the Closing Date to be extended if necessary), or if there are four (4) or more such events prior to the Closing Date each lasting more than eight (8) hours, Buyer may, at its option: (x) terminate this Agreement in its entirety or with respect to the particular station, or (y) proceed in the manner set forth in Section 11 above. In the event of termination of this Agreement by Buyer pursuant to this Section, the Escrow Deposit shall be returned to Buyer and the parties shall be released and discharged from any further obligation hereunder.

25. **Risk of Loss.** The risk of loss or damage to the Purchased Assets shall be upon Seller at all times prior to Closing. In the event of material loss or damage, Seller shall promptly notify Buyer thereof and use its best efforts to repair, replace or restore the lost or damaged property to its former condition as soon as possible. If such repair, replacement, or restoration has not been completed prior to the Closing Date, Buyer may, at its option:

- (a) elect to consummate the Closing in which event Seller shall assign to Buyer all of Seller's rights under any applicable insurance policies; or

(b) elect to postpone the Closing Date for a period of up to ninety (90) days, with prior consent of the Commission, if necessary, to permit Seller to make such repair, replacement, or restoration as is required to return the lost or damaged property to its former condition. If, after the expiration of the extension period granted by Buyer, the lost or damaged property has not been adequately repaired, replaced or restored, Buyer may terminate this Agreement, in which event the Escrow Deposit shall be returned to Buyer and the parties shall be released and discharged from any further obligation hereunder.

(c) For purposes of this Section, loss or damage shall be deemed "material" if the reasonable cost to repair, replace, or restore the lost or damaged property exceeds Eight Thousand Dollars (\$8,000.00).

(d) If the parties are unable to agree upon the extent of any loss or damage, the cost to repair, replace or restore any lost or damaged property, the adequacy of any repair, replacement, or restoration of any lost or damaged property, or any other matter arising under this Section, the disagreement shall be referred to a qualified consulting communications engineer mutually acceptable to Seller and Buyer, who is a member of the Association of Federal Communications Consulting Engineers ("AFCCE"), whose decision shall be final, and whose fees and expenses shall be paid one-half by Seller and one-half by Buyer.

26. **Arbitration.** Except for the special provision for resolution of technical disagreements of Section 25(d) above and as otherwise provided to the contrary below, any dispute arising out of or related to this Agreement that Seller and Buyer are unable to resolve by themselves shall be settled by arbitration in Jackson, Ohio. In the event of a dispute between the Parties which could include but not be limited to the following, the Parties agree to submit the dispute to arbitration under the direction of Judicial Arbitration and Mediation Services, Inc., ("JAMS"), in the closest JAMS office to Jackson, Ohio and be bound by any decision or award rendered therein. Unless otherwise agreed to by the Parties and after pre-arbitration conference with JAMS, the arbitration proceedings shall be conducted pursuant to JAMS' Comprehensive Arbitration Rules and Procedures and in accordance with its Expedited Procedures and JAMS Discovery Protocols in those rules, utilizing a single Arbitrator.

- (a) The interpretation and enforcement of any of the provisions of this Agreement; or
- (b) Enforcement of damages and a determination of that amount.
- (c) Whether either Party is in breach of any portion of this Agreement; or
- (d) Whether that breach is a "material breach".

The costs and expenses of the arbitration proceeding shall be assessed between Seller and Buyer in a manner to be decided by the arbitrator, and the assessment shall be set forth in the decision and award of the arbitrator. Judgment on the award, if it is not paid within thirty (30) days, may be entered in any court having jurisdiction over the matter. No action at law or suit in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by Seller or Buyer against the other except (i) an action to compel arbitration pursuant to this

Section, (ii) an action to enforce the award of the arbitration panel rendered in accordance with this Section, or (iii) a suit for specific performance pursuant to this Section 23.

27. **Assignment.** Buyer may assign its rights and obligations under this Agreement to any entity controlled by Buyer without Seller's consent provided that such assignment will not delay FCC action on the Assignment Application, and further provided that Buyer shall also remain liable for all of Buyer's obligations hereunder. Buyer may make a collateral assignment of its rights under this Agreement to any institutional lender(s) who provides funds to Buyer the repayment of which will be secured by liens on the Assets. Seller agrees to execute an acknowledgement of such collateral assignment(s) in such form as Buyer's institutional lender(s) may from time-to-time request. Except as stated in this Section 27, neither party may assign its rights or obligations hereunder without the prior written consent of the other party except at Closing. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

28. **Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to: (i) confer any rights or remedies on any person other than Seller and Buyer and their respective successors and permitted assigns; (ii) to relieve or discharge the obligation or liability of any third party; or (iii) to give any third party any right of subrogation or action against any Seller or Buyer.

29. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each of the counterparts, when signed, shall be deemed to be an original, and all of the signed counterparts together shall be deemed to be one and the same instrument.

30. **~~27.~~Public Announcements.** No announcements shall be made by either party before or after the execution of this Agreement and prior to Closing except upon mutual agreement of Seller and Buyer; provided, however, that Seller shall have the right to give such local public notice of the Assignment Application as is required by the Commission without Buyer's prior approval.

31. **Governing Law.** This Agreement shall be construed under the laws of Ohio with consideration given to the rules and policies of the FCC, and all matters pertaining to this Agreement which cannot be resolved by referenced to such provisions shall be governed by the laws of Ohio.

32. **Severability.** In the event that any term or provision of this Agreement is invalidated at any time by court decision, statutory provision, governmental regulation, or otherwise, the remaining terms and provisions of this Agreement shall remain in full force and effect and be fully binding upon both parties.

33. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns, but no

assignment shall relieve any party of its obligations hereunder. Purchaser shall have the right to assign this Agreement to any related entity.

31. ***Possession and Control of Stations.*** Between the date of this Agreement and the Closing Date, Purchaser shall not control the operation of the Stations, but such operation shall be the ultimate responsibility of Seller. Purchaser shall be entitled to reasonable inspection of, and access to, the Real Property and Assets, and to notice of any unusual operating problems or developments with the purpose that an uninterrupted and efficient transfer of ownership may be accomplished. It is further understood and agreed that, effective on the Closing Date and thereafter, Seller shall have no control over, nor right to intervene or participate in, the operation of the Stations.

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

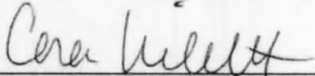
[SIGNATURE PAGE NEXT PAGE]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

Purchaser:

Jackson County Broadcasting, Inc.



By: Cora M. Willett, President

Seller:

Big River Radio, Inc.

By: Edward A. Baker, President

VV Baker Family LC or Assigns

By: Edward A. Baker, Member

Positive Radio Group, Inc.

By: Edward A. Baker, President

Positive Radio Group, Inc of Ohio

By: Edward A. Baker, President

Positive Alternative Radio Group, Inc

By: Edward A. Baker, President

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List of Schedules

| | |
|----------------------|---------------------------|
| Schedule 1(a) | FCC Authorizations |
| Schedule 1(b) | List of Equipment |
| Schedule 1(c) | Assumed Contracts |
| Schedule 2(h) | Leases |