

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“Agreement”) is entered into as of October 21, 2016, by and among Artistic Media Partners, Inc., an Indiana corporation (“Seller”), and Lafayette TV, LLC, an Indiana limited liability company (“Buyer”).

**WHEREAS**, Seller owns radio stations WYCM(FM), Attica, Indiana, Facility No. 68985; WBPE(FM), Brookston, Indiana, Facility No. 6336; WAZY-FM, Lafayette, Indiana, Facility No. 68970; and WSHY(AM), Lafayette, Indiana, Facility No. 21512 (collectively, “Stations”), pursuant to licenses issued by the Federal Communications Commission (“FCC”); and

**WHEREAS**, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, substantially all of the assets used solely in connection with the Stations, on the terms and subject to the Communications Act of 1934, as amended, and the rules and published policies of the FCC promulgated thereunder (collectively, “Communications Laws”);

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

### **ARTICLE 1 – PURCHASE OF ASSETS**

**1.1 Transfer of Assets**. On the Closing Date (as hereinafter defined), subject to the conditions contained herein, Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase, assume and accept from Seller, the assets, properties, contracts, interests and rights of Seller of whatsoever kind and nature, used solely in connection with the operation of the Stations (excluding the Assets described in Section 1.2), including, but not limited to, those assets that are specifically described below (“Acquired Assets”):

(a) all licenses, permits, pending applications and other authorizations relating to the Stations identified on Schedule 1.1(a) (“FCC Licenses”);

(b) All equipment located at the Stations’ studio and tower sites, together with any additions thereto or replacements thereof made between the date hereof and the Closing Date, and less any retirements or dispositions of old or obsolete assets made between the date hereof and the Closing Date, including but not limited to property identified on Schedule 1.1(b) (“Tangible Personal Property”)

(c) Seller’s right, title and interest in and to Seller’s contracts, including all contracts pertaining to real estate upon which the Stations’ studio or any transmitter sites associated with the Stations are located, which contracts have been specifically identified on Schedule 1.1(c) hereto and which Buyer has specifically agreed to assume (“Assumed Contracts”);

(d) all fee simple or leasehold interests in real property (including, without limitation, land, easements, air rights, ground rents, mineral rights, rights of way and fee ownership, buildings, towers, guy wires, anchors, structures, fixtures and improvements ) relating to the Stations identified and as more fully described on Schedule 1.1(d) (“Real Property”);

(e) All of Seller's right, title and interest in and to the Stations' intangible personal property, as described on Schedule 1.1(e) ("Intellectual Property"); and

(f) all files, documents and records (or copies thereof) relating solely to the operation of the Stations, including, but not limited to, any all public inspection files and other records required by the FCC and all users manuals, schematics, warranties, mechanical drawings, engineering data, customer lists, reports, specifications, signal and program carriage, relating to Stations and the Tangible Personal Property.

**1.2 Excluded Assets.** Notwithstanding anything to the contrary herein, the Acquired Assets shall not include the following Assets ("Excluded Assets");

(a) Cash and cash equivalents, deposits and any securities;

(b) Accounts receivable, including all income, revenue or other cash attributable to periods prior to the Closing Date;

(c) Any interest in CALL, LLC ("CALL");

(d) Seller's claims or cause of action against third parties which may arise in the discharge of obligations and liabilities not assumed by Buyer;

(e) Seller's corporate records and books of account;

(f) Seller's interest in all insurance policies;

(g) Artwork in the Studio (much of which is owned by Arthur Angotti);

(h) Vector System for Purdue Sports (owned by Sound Management, LLC);

and

(i) Other assets listed on Schedule 1.2.

**1.3 Allocation.** On or before the Closing Date, Seller and Buyer shall mutually determine an allocation of Purchase Price among the Acquired Assets that complies with Section 1060 of the Internal Revenue Code of 1986, as amended. If Buyer and Seller have not mutually agreed on an allocation prior to the Closing, and after Closing, the parties cannot agree on an allocation of the Purchase Price, the parties shall hire a certified public accountant or other professional experienced in the evaluation of broadcast properties to determine such allocation, which shall be binding on the parties. The parties shall mutually agree on such an appraiser and shall instruct the appraiser to deliver his report within ninety (90) days after Closing. Buyer and Seller shall each be responsible for one-half of the cost of such appraisal.

**1.4 No Liens.** The Acquired Assets shall be transferred to Buyer free and clear of all liens, encumbrances, debts, security interests, mortgages, trusts, claims, pledges, charges, covenants, conditions, defects in title or restrictions of any kind ("Liens"), except for liens for taxes not yet due and payable and liens that will be released at or prior to the Closing Date, and with respect to Real Property, such other easements, rights of way, building and use restrictions,

exceptions, encroachments, reservations, limitations that do not, individually or in the aggregate, in any material respect, impair the current use thereof of the Stations (“Permitted Liens”). Other than the assumed liabilities identified on Schedule 1.4 (collectively, “Assumed Liabilities”) and the Assumed Contracts, Buyer shall not assume or be liable for, and does not undertake or attempt to assume or discharge any obligation of Seller.

**1.5 Retained Liabilities.** Except as set forth in Section 1.4, Buyer expressly does not, and shall not, assume or be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated hereby, any liability, obligation, commitment, undertaking, expense or agreement of Seller of any nature whatsoever, including any tax liability, mortgage or other agreement for borrowed money, whether known or unknown or absolute or contingent. All of such liabilities and obligations shall be referred to herein collectively as the “Retained Liabilities.” Except as set forth herein, it is understood and agreed that Buyer is not agreeing to assume, and shall not assume, any liability or obligation of Seller to Seller’s employees, including without limitation any such liability or obligation, including relating to taxes, in respect of wages, salaries, bonuses, accrued vacation or sick pay.

## ARTICLE 2 – CONSIDERATION

**2.1 Purchase Price.** In consideration for the transfer, assignment and sale of the Acquired Assets, Buyer shall pay Seller, at the Closing, the sum of Two Million Three Hundred Thousand U.S. Dollars (\$2,300,000) (the “Purchase Price”), payable as follows:

(a) Concurrently with the execution of this Agreement, Buyer shall deliver Two Hundred and Thirty Thousand U.S. Dollars (\$230,000) (the “Deposit”) to the Escrow Agent (defined below) to the Escrow Agent in cash via wire transfer from immediately-available funds;

(b) At the Closing (defined below), Buyer shall deliver Two Million and Seventy Thousand U.S. Dollars (\$2,070,000), subject to any adjustments as set forth herein or as may be agreed to by Seller and Buyer; and

(c) At the Closing, the Deposit shall be delivered to Seller, credited to Buyer, and applied to the Purchase Price.

**2.2 Deposit.** On the date of this Agreement, Buyer shall deliver the Deposit with a mutually agreeable escrow agent (“Escrow Agent”) pursuant to the Escrow Agreement (“Escrow Agreement”) of even date herewith among Buyer, Seller and the Escrow Agent. If this Agreement is terminated by Seller pursuant to Section 10.1(d) hereof, the Deposit and any interest accrued thereon shall be disbursed to Seller. 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 thereon to the party entitled thereto and shall not, by any act or omission, unreasonably delay or prevent any such disbursement.

**2.3 Proration of Income and Expenses.** Except as otherwise provided herein, all income and expenses arising from Seller’s ownership of the Acquired Assets to be conveyed hereunder shall be prorated between Buyer and Seller in accordance with U.S. generally accepted accounting principles as of 12:01 a.m., Eastern time, on the Closing Date (“Adjustment Time”), on the basis that all income and expenses which accrue prior to the Adjustment Time are for the

account of Seller, and all income and expenses which accrue after the Adjustment Time are for the account of Buyer. Such prorations shall include, without limitation, all rent, utility charges, business and license fees, music and other license fees currently paid by Seller, FCC regulatory fees, accrued but unpaid commissions and similar prepaid and deferred items attributable to the ownership of the Stations or the Acquired Assets. Seller shall receive an adjustment for all prepaid fees and expenses that will benefit Buyer following the Closing, including all deposits and prepaid rents paid by Seller under the tower leases between CALL and Seller for the Stations. Revenues, expenses, costs and liabilities earned or incurred in connection with particular programs and announcements shall be allocated to the time of performance of such programs and announcements without regard to the date of payment therefor. It is understood and agreed that all salaries, wages, sales commissions, fringe benefit accruals and termination or severance pay for employees of Seller who are not hired by Buyer shall be the sole responsibility of Seller.

**2.4 Preliminary Report.** At least five (5) business days prior to the Closing, Seller shall deliver to Buyer a report ("Preliminary Report") showing in reasonable detail the preliminary determination of the adjustments referred to in Section 2.3, each of which shall be calculated as of the Adjustment Time. Within two (2) business days after Buyer's receipt of such Preliminary Report, Buyer shall provide to Seller any material objections, if any, that it may have with respect to Seller's version of the Preliminary Report and provide an alternative Preliminary Report. The Preliminary Report (Seller's or, if delivered, Buyer's version) shall serve as the basis of any adjustments to the Purchase Price. Within sixty (60) days after the Closing Date, Buyer shall deliver to Seller a report ("Final Report") showing in reasonable detail (a) Buyer's final determination of the proposed adjustments to the Purchase Price, (b) all adjustments to the Purchase Price that were not calculated as of the Closing Date, and (c) any corrections to any of the estimated adjustments contained in the Preliminary Report, together with appropriate documents substantiating the calculations, determinations and adjustments proposed in the Final Report. Any resulting payment shall be made to the party entitled thereto within thirty (30) days after notice of such determination thereof has been given to Buyer or Seller, as the case may be. In the event of any disputes between the parties as to adjustments in the Final Report, the amounts not in dispute shall nonetheless be paid at the time provided in this Section and such disputes shall be determined by an independent CPA. The CPA's resolution of the dispute shall be final and binding on the parties, and a judgment may be entered thereon in any court of competent jurisdiction. The fees and expenses of such CPA shall be paid one-half by Seller and one-half by Buyer.

### **ARTICLE 3 – FCC CONSENT**

**3.1 FCC Consent.** The transactions contemplated hereby are expressly conditioned on and subject to the prior initial grant of consent and approval of the FCC to assignment of the FCC Licenses from Seller to Buyer ("FCC Consent") without the imposition of any conditions on the assignment of the FCC Licenses which would reasonably be expected to have a material adverse effect on the results of operations of Buyer or the Stations. The Closing shall not occur prior to Buyer's receipt of FCC Consent.

**3.2 FCC Application.**

(a) Within four (4) business days after the date of this Agreement, each party shall prepare, execute and submit its respective portion of an assignment application for FCC

Consent (“FCC Application”) and all information, data, exhibits, resolutions, statements, and other materials necessary and proper in connection with such FCC Application. Each party further agrees expeditiously to prepare amendments to the FCC Application whenever such amendments are required by the FCC or its rules. Each party shall submit its portion of the FCC Application to the FCC electronically, consistent with the FCC’s procedures. The parties shall prosecute the FCC Application with all reasonable diligence and otherwise use commercially reasonable efforts to obtain the grant of the FCC Application as expeditiously as reasonably practicable (but no party shall have any obligation to satisfy complainants or the FCC by taking any steps that would have a material adverse effect on the results of operations of a party or any affiliated entity, unless a failure to take such action would constitute or perpetuate a breach of such party’s representations, warranties or covenants herein). In the event any objections or challenges to the FCC Application or any requests for reconsideration or review of the FCC Consent are filed at the FCC, the parties shall cooperate with respect to any responses thereto. In addition, the parties acknowledge that, to the extent reasonably necessary to expedite and facilitate grants by the FCC of the FCC Consent, if requested by FCC staff, it is necessary for Seller, Buyer or any of their respective affiliates to enter into one or more customary assignment, assumption, tolling, consent decree or other similar arrangements with the FCC to resolve any complaints with the FCC relating to any FCC Licenses, Seller or Buyer (as necessary) shall enter into such arrangement with the FCC. Except as otherwise provided herein, each party will be solely responsible for the expenses incurred by it in the preparation, filing and prosecution of its respective portion of the FCC Application; however, the fee to be paid to the FCC in conjunction with the filing of the FCC Application (“FCC Fee”) will be shared equally by Buyer and Seller.

(b) Neither Buyer nor Seller shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of materially delaying the issuance of the FCC Consent. Each party agrees to comply with any condition imposed on it by the FCC; provided, however, that no party shall be required hereunder to comply with any condition that would have a material adverse effect on the results of operations of such party or any affiliated entity, unless the absence of such compliance would constitute or perpetuate a breach of such party’s representations, warranties or covenants herein. If reconsideration or judicial review is sought with respect to the FCC Consent, the party affected shall vigorously oppose such efforts for reconsideration or judicial review; provided, however, such party shall not be required to take any action that would have a material adverse effect on the results of operations of such party or any affiliated entity. 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.

## **ARTICLE 4 – CLOSING**

**4.1 Closing.** The consummation of the transactions contemplated herein (“Closing”) shall take place on the later of: (a) five (5) business days after the date that the FCC issues the initial FCC Consent; and (b) the date on which each of the other conditions to Closing set forth herein have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at such time). Alternatively, the Closing may take place at such other place, time or date as the parties may mutually agree in writing. The date on which the Closing is to occur is referred to herein as the “Closing Date.”

## ARTICLE 5 – REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents, warrants and covenants to Buyer as follows:

**5.1 Organization and Standing.** Seller is duly organized, validly existing and in good standing under the laws of the State of Indiana and is qualified to do business in each jurisdiction in which the Acquired Assets are located.

**5.2 Authority.**

(a) Seller has all necessary power and authority to enter into this Agreement and all other agreements, documents, certificates and instruments delivered or to be delivered hereunder by Seller (collectively, “Seller Documents”), to perform each of its obligations thereunder, and to consummate the transactions contemplated thereby. Each of the Seller Documents has been, or at or prior to the Closing will be, as the case may be, duly executed and delivered by Seller and constitutes, or will constitute at the Closing, as the case may be, a valid and binding obligation of Seller, enforceable against Seller in accordance with its respective terms.

(b) The execution and delivery by Seller of the Seller Documents does not or will not, and the consummation of the transactions contemplated thereby will not: (i) conflict with, or result in a violation of, any provision of Seller’s organizational documents; (ii) constitute or result in a breach of or default (or an event which with notice or lapse of time, or both, would constitute a default) under, or result in the termination or suspension of, or accelerate the performance required by, or result in a right of termination, cancellation or acceleration of any contract, or any other material agreement, indenture, covenant, instrument, license or permit by which Seller is bound; (iii) create any Lien upon any of the Acquired Assets; or (iv) constitute, or result in, a violation of any judgment, ruling, order, writ, injunction, decree, statute, law, rule or regulation applicable to Seller or any of the Acquired Assets.

**5.3 No Defaults.** Neither the execution, delivery and performance by Seller of this Agreement nor the consummation by Seller of the transactions contemplated hereby is an event that, of itself or with the giving of notice or the passage of time or both, will: (a) violate any judgment, decree, order, statute, law, rule or regulation of any court, arbitrator or government or regulatory body applicable to Seller, the Stations or the Acquired Assets; or (b) result in the creation or imposition of any lien, charge or encumbrance against the Stations or the Acquired Assets.

**5.4 FCC Licenses.**

(a) Schedule 1.1(a) hereto contains a true and complete list of the FCC Licenses (which Schedule shall be updated as of the Closing Date, and the following representations of Section 5.4 shall then apply to all such FCC Licenses). Seller is the authorized legal holder of the FCC Licenses. The FCC Licenses are in full force and effect, unimpaired by any act or omission of Seller. The FCC Licenses are all of the licenses, permits or other authorizations issued by the FCC necessary to operate the Stations in the manner as such operations currently are conducted and there are no conditions upon the FCC Licenses except those conditions stated thereon or generally applicable to broadcast stations comparable to the Stations. Except as disclosed on

Schedule 1.1(a) hereof, the Stations are operating in material compliance with the FCC Licenses and the Communications Laws.

(b) No proceedings are pending or to Seller's knowledge, threatened (other than proceedings applicable to the radio industry as a whole) nor, to Seller's knowledge, do any facts exist which may reasonably result in the revocation, materially adverse modification, non-renewal or suspension of any of the FCC Licenses, the denial of any pending material applications related to the FCC Licenses, or, in any material respect, the issuance of any cease and desist order related to the FCC Licenses, the imposition of any administrative actions by the FCC with respect to the FCC Licenses or which as of the Closing Date may affect Buyer's ability to operate the Stations in accordance with the Communications Laws. To Seller's knowledge, no facts, events or circumstances exist or have occurred with respect to Seller or the Stations that would reasonably be likely to cause the FCC not to renew the FCC Licenses in the ordinary course and without undue delay, adverse condition or modification.

(c) Seller has filed with the FCC all material reports or applications with respect to the FCC Licenses and the Stations.

**5.5 Tangible Personal Property.** Schedule 1.1(b) hereto contains a true and complete list of the Tangible Personal Property. Seller: (a) is the owner of all of the Tangible Personal Property it purports to own, (b) has a valid leasehold interest in the Tangible Personal Property it purports to lease, and (c) has a valid license right (whether as a licensor or licensee) in the Tangible Personal Property it purports to license, in all cases free and clear of any Liens, except for Permitted Liens. Except as disclosed on Schedule 1.1(b), the Tangible Personal Property is in reasonable operating condition, ordinary wear and tear excepted.

**5.6 Contracts.** Schedule 1.1(c) hereto contains a true and complete list of all Assumed Contracts, including but not limited to all of the transmitter site or studio leases or similar agreements associated with the Stations. The Assumed Contracts requiring the consent of a third party to assignment are identified on Schedule 1.1(c) with an asterisk ("\*"). Seller is not in violation or breach of, nor has Seller received in writing, any claim or threat that it has breached any of the terms and conditions of, any Assumed Contract. Each Assumed Contract is in effect and is binding upon Seller and, to Seller's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Seller has performed its obligations under each of the Assumed Contracts in all material respects, and Seller is not in material default thereunder, and to Seller's knowledge, no other party to any of the Assumed Contracts is in default thereunder in any material respect. Except as set forth on Schedule 1.1(c), neither Seller nor any Station is a party to or bound by any agreement, contract or commitment which is material to any Station that obligates it to provide advertising time on any of the Stations on or after the Closing Date as a result of the failure of any of the Stations to satisfy specified ratings or any other performance criteria, guarantee or similar representation or warranty.

**5.7 Intangible Property.** Seller has sufficient right, title and interest in and to all trademarks, service marks, trade names, copyrights, domain names and all other intangible property included in the Acquired Assets. Schedule 1.1(e) contains a description of all material Intangible Property used exclusively in the operation of the Stations. Within the past three (3) years, Seller has not received written notice of any claim that any such Intangible Property or the use thereof

conflicts with, or infringes upon, any rights of any third party (and, to Seller's knowledge, there is no basis for any such claim of conflict). No such Intangible Property is the subject of any pending, or, to Seller's knowledge, threatened legal proceedings claiming infringement or unauthorized use by Seller.

**5.8 Litigation.** To Seller's knowledge: (a) Seller is not subject to any judgment, award, order, writ, injunction, arbitration decision or decree with respect to or affecting the Stations or the Acquired Assets; (b) there is no third party claim, litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against Seller with respect to the Stations in any federal, state or local court, or before any administrative agency, arbitrator or other tribunal authorized to resolve disputes; (c) there is no third party claim, litigation, proceeding or investigation pending or, to the best of Seller's knowledge, threatened against Seller with respect to the Stations, which is reasonably likely to have a material adverse effect upon the business, assets or condition, financial or otherwise, of the Stations or which seeks to enjoin or prohibit, or otherwise questions the validity of, any action taken or to be taken in connection with this Agreement.

**5.9 Taxes.** Seller has paid all taxes required to be paid with respect to the Stations. There are no pending or, to Seller's knowledge, threatened, any investigations or claims against Seller for or relating to any liability in respect of taxes. All taxes required to be withheld by Seller on or before the date hereof have been withheld and paid when due to the appropriate agency or authority.

**5.10 Insurance.** Seller maintains insurance policies with respect to the Stations and the Acquired Assets in commercially reasonable amounts.

**5.11 Employee and Labor Relations.** To Seller's knowledge, Seller is not a party to any contract with any labor organization, nor has Seller agreed to recognize any union or other collective bargaining unit, nor has any union or other collective bargaining unit been certified as representing any of Seller's employees. Seller has not violated any applicable federal or state law or regulation relating to labor or labor practices. Schedule 5.11 contains a true and complete list as of the date set forth thereon of all full- and part-time employees at the Stations, including the names, date of hire, current rate of compensation, employment status (*i.e.*, active, disabled, on authorized leave and reason therefor), title, material employee benefits applicable thereto, including vacation benefits, and whether such employee is entitled to a stay bonus, if any (and if so, the amount thereof).

**5.12 Real Property.** Schedule 1.1(d) contains a description of all Real Property to be transferred to Buyer at the Closing. No part of any Real Property is subject to any pending or, to Seller's knowledge, threatened suit for condemnation or other taking by any public authority. Except as set forth on Schedule 1.1(d) and except for current gravel parking lots, to the knowledge of Seller, all buildings and other improvements included in the Real Property are in reasonable operating condition, ordinary wear and tear excepted, and comply in all material respects with applicable zoning, health, disability and safety laws and codes. Seller has fee simple title to each item of Real Property free and clear of all Liens, other than Permitted Liens.

**5.13 Environmental.** To the best knowledge of Seller, without investigation or inquiry, no hazardous or toxic substance or waste regulated under any applicable environmental, health or

safety law has been generated, stored, transported or released on, in, from or to the Real Property, other than in compliance with federal, state or local law. To the best knowledge of Seller, without investigation or inquiry, Seller has complied in all material respects with all environmental, health and safety laws applicable to the Stations.

**5.14 No Other Agreements to Sell the Stations; No Undisclosed Liabilities.** Seller has no legal obligation, absolute or contingent, to any other person or firm to sell, assign, or transfer the Acquired Assets (whether through a merger, reorganization or sale of stock or otherwise) or to enter into any agreement with respect thereto. To Seller's knowledge, there are no liabilities or obligations of Seller with respect to the Stations that will be binding upon Buyer after the Adjustment Time, other than the Assumed Liabilities and the Assumed Contracts.

**5.15 Bankruptcy.** No insolvency proceedings in the nature of bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, by or against Seller or the Acquired Assets, are pending or threatened, and Seller has not made any assignment for the benefit of creditors or taken any action in contemplation or in furtherance of the institution of such insolvency proceedings.

**5.16 No Broker.** Other than Kalil & Co., the broker fee for which Seller shall be solely responsible to pay at the Closing, there is no broker, finder or other person or entity (collectively, "Broker") who would have any valid claim through Seller against any of the parties to this Agreement for a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement of, or action taken by, Seller. Seller agrees to indemnify Buyer for all costs incurred by Buyer arising from the claim of any Broker reasonably related to the transactions contemplated by this Agreement.

## **ARTICLE 6 – REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents, warrants and covenants to Seller as follows:

**6.1 Organization and Standing.** Buyer is duly organized, validly existing and in good standing under the laws of the State of Indiana and is qualified to do business in each jurisdiction in which the Acquired Assets are located.

**6.2 Authority.**

(a) Buyer has all necessary power and authority to enter into this Agreement and all other agreements, documents, certificates and instruments delivered or to be delivered hereunder by Buyer (collectively, "Buyer Documents"), to perform each of its obligations thereunder, and to consummate the transactions contemplated thereby. Each of the Buyer Documents has been, or at or prior to the Closing will be, as the case may be, duly executed and delivered by Buyer and constitutes, or will constitute at the Closing, as the case may be, a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms.

(b) The execution and delivery by Buyer of the Buyer Documents does not or will not, and the consummation of the transactions contemplated thereby will not: (i) conflict with, or result in a violation of, any provision of Buyer's organizational documents; (ii) constitute or result in a breach of or default (or an event which with notice or lapse of time, or both, would

constitute a default) under, or result in the termination or suspension of, or accelerate the performance required by, or result in a right of termination, cancellation or acceleration of any contract, or any other material agreement, indenture, covenant, instrument, license or permit by which Buyer is bound; or (iii) constitute, or result in, a violation of any judgment, ruling, order, writ, injunction, decree, statute, law, rule or regulation applicable to Buyer.

**6.3 No Defaults.** Neither the execution, delivery and performance by Buyer of this Agreement nor the consummation by Buyer of the transactions contemplated hereby is an event that, of itself or with the giving of notice or the passage of time or both, will violate any judgment, decree, order, statute, law, rule or regulation of any court, arbitrator or government or regulatory body applicable to Buyer.

**6.4 Litigation.** There is no action, suit, proceeding, third party claim, administrative proceeding or investigation pending or, to Buyer's knowledge, threatened against Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of Buyer to perform its obligations hereunder.

**6.5 Qualification.** To the best of Buyer's knowledge, there are no facts or circumstances that would cause, under the Communications Laws, the FCC to: (a) find that Buyer is not legally, financially, and otherwise qualified to be the licensee of, acquire, own and operate the Stations; (b) disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Stations; (c) delay the FCC's processing of the FCC Application because of Buyer's qualifications; or (d) require a waiver of or exemption from any existing Communication Law on the part of Buyer prior to obtaining the FCC Consent.

**6.6 Financial Qualification.** Buyer has sufficient cash, available lines of credit or other sources of immediately available funds to enable it to pay the Purchase Price and any other amounts to be paid by it in accordance with the terms of this Agreement. Buyer knows of no reason why it should not be able to pay the Purchase Price at Closing, and Buyer acknowledges and agrees that its failure to have such funds at Closing shall constitute a breach of this Agreement.

## ARTICLE 7 - COVENANTS

Seller and Buyer, as applicable, covenant and agree that, from the date hereof until the completion of the Closing:

### **7.1 Operations of the Business.**

(a) Before the Closing Date, Seller shall not, without the prior written consent of Buyer:

(i) Sell, lease or transfer or agree to sell, lease or transfer, any Acquired Asset except for incidental sales or leases in the ordinary course of business, or Acquired Assets which are being replaced by assets of comparable or superior kind, condition and value;

(ii) Make any material change in the Stations' buildings, leasehold improvements or fixtures except in the ordinary course of business;

(iii) Make or attempt to make any change in the FCC Licenses, other than to keep the FCC Licenses in full force and effect;

(iv) Consent to the execution, placement, creation or amendment of easements, restrictions, rights-of-way or other matters adversely affecting title to the Real Property;

(v) Except for extension of the Purdue Sports broadcast contract, enter into any contract, lease or commitment relating to the Stations or the Acquired Assets or incur any other obligations with respect to the Stations or the Acquired Assets that might obligate Buyer after the Closing Date;

(vi) Take any action that would make the consummation of this transaction contrary to the Communications Laws or require a waiver of the Communications Laws;

(vii) Authorize or permit any officer, director or employee of Seller, or any investment banker, attorney, accountant or other advisor or representative retained by Seller to, solicit, initiate, encourage (including by way of furnishing information), endorse or enter into any agreement with respect to, or take any other action to facilitate, any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any proposal to purchase, directly or indirectly, any of the Stations; or

(viii) With respect to employees of the Stations, other than as disclosed on Schedule 5.11, make, or agree to make, any change or changes (in excess of 10% per annum) in the rate of compensation, commission, bonus or other direct or indirect remuneration payable to any such employee other than (A) stay bonuses or enhanced severance for which Seller shall remain liable or (B) bonuses contemplated under existing employee arrangements.

(b) Before the Closing Date, Seller shall:

(i) Maintain and preserve Seller's rights under the FCC Licenses and operate the Stations in the ordinary course of business, in accordance with past practice and in all material respects in accordance with the Communications Laws and with all other applicable laws, regulations, rules and orders and good engineering practices;

(ii) Use commercially reasonable efforts to maintain the Tangible Personal Property and the Real Property in the ordinary course of business;

(iii) Maintain in full force and effect policies of liability and casualty insurance of the same type, character and coverage as the policies currently carried with respect to the business, operations and assets of each Station;

(iv) Use commercially reasonable efforts to provide Buyer with (and Buyer shall use commercially reasonable efforts to assist Seller to obtain) all necessary consents of third parties associated with any Assumed Contract identified on Schedule 1.1(c) that are necessary for assignment to Buyer of such agreements at the Closing. All Assumed Contracts

requiring consents to assignment to Buyer that are conditions to Buyer's obligation to close ("Required Consents") are indicated on Schedule 1.1(c) by a plus sign ("+")

(v) Afford, and shall cause its officers, directors, employees and agents to afford, to Buyer and the officers, employees and agents of Buyer reasonable access at all reasonable times to the Stations; and

(vi) Use commercially reasonable efforts to assist Buyer in the negotiation of a lease with CALL whereby CALL would agree to allow Buyer to add up to two (2) side-mounted broadcast transmission antennas, each thirty (30) feet in length and weighing approximately seventy five (75) pounds, to the "Battlefield" tower owned by CALL. Each antenna would be mounted as high as reasonably possible. If Buyer seeks to add two (2) antennas to the Battlefield tower, the monthly rental rate would be Eight Hundred Dollars (\$800.00) in total. If Buyer seeks to add one (1) antenna to the Battlefield Tower, the monthly rental rate would be Four Hundred Dollars (\$400.00). The term of the Lease described herein ("CALL Lease") would be for five (5) years.

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

**7.3 Publicity.** Except insofar as required to comply with the Communications Laws, neither Seller nor Buyer, nor any of their respective affiliates shall issue or cause the publication of any press release or any other public statement or any correspondence or other communication with respect to the execution and Closing of this Agreement unless the other party shall have had the prior opportunity to review and comment thereon and such release or statement has been consented to by such party

**7.4 Actions.** After Closing, Buyer shall reasonably cooperate with Seller, at Seller's sole cost and expense, in the investigation, defense or prosecution of any action which is pending or threatened against Seller or its affiliates with respect to the Stations, whether or not any party has notified the other of a claim for indemnification with respect to such matter. Without limiting the generality of the foregoing, Buyer shall make available its employees to give depositions or testimony and shall furnish all documentary or other evidence that Seller may reasonably request.

**7.5 Employee Matters.**

(a) On the Closing Date, Buyer may offer employment to certain employees of the Stations. Notwithstanding any provision hereto to the contrary, Buyer shall not assume any portion of any employment agreement that refers to specific equity or equity-based compensation plans or opportunities provided by Seller.

(b) Seller shall be responsible for: (i) claims for medical and dental benefits, disability benefits, life insurance benefits and worker's compensation that are incurred prior to the

Closing Date; and (ii) claims related to “COBRA” coverage attributable to “qualifying events” occurring prior to the Closing Date, in each case with respect to any employee and the respective beneficiaries and dependents thereof. Buyer shall be responsible for such claims occurring on or after the Closing Date.

## ARTICLE 8– CONDITIONS

**8.1 Conditions Precedent to Obligations of Buyer.** The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions, except to the extent Buyer shall have waived in writing satisfaction of such condition (other than the FCC Consent, which cannot be waived):

(a) the representations and warranties made by Seller in this Agreement shall be true and correct in all material respects as of the date of this Agreement and on the Closing Date as though such representations and warranties were made on such date;

(b) Seller shall have performed and complied in all material respects with all covenants, agreements and undertakings required by this Agreement to be performed or complied with prior to the Closing;

(c) No governmental or judicial authority shall have enacted, enforced, issued or entered any law, rule, regulation or order, including in connection with any action or proceeding brought by a third party (not subsequently dismissed, settled or otherwise terminated), which prohibits or invalidates the transactions contemplated by this Agreement or any other Seller Document or prevents, limits, restricts or impairs the ownership, use or operation of the Assets by Buyer, other than an action or proceeding instituted by Buyer;

(d) Buyer shall have received a certificate dated as of the Closing Date from Seller to the effect that the conditions set forth in Sections 8.1(a) or 8.1(b) have been satisfied;

(e) Seller shall have delivered to Buyer customary instruments of conveyance as shall be effective to transfer title of the Acquired Assets to Buyer, including but not limited to, a Bill of Sale, update(s) to any Schedule(s) hereto, any assignment and assumption agreement(s), domain name transfers assigning the Stations’ domain names from Seller to Buyer following customary procedures of the domain name administrator; endorsed vehicle titles conveying the vehicles (if any) included in the Tangible Personal Property to Buyer; and any deed(s) associated with the Real Property;

(f) There shall be no Material Adverse Effect upon any Acquired Asset or the business of the Stations. For purposes of this Agreement, “Material Adverse Effect” means any event, state of facts, circumstance, development, change, effect or occurrence (an “Effect”) that, individually or in the aggregate with any other Effect, has had or could reasonably be expected to have a materially adverse effect on the business, properties, assets, financial condition or results of operations of the Stations, taken as a whole and having an aggregate value in excess of \$102,000, or on the ability of Seller to consummate the transactions contemplated hereby;

(g) the FCC Consent shall be effective, and it shall not be a condition to the Closing for the FCC Consent to have become a Final Order (as defined below);

(h) all Liens, other than Permitted Liens, shall have been released, as evidenced by payoff letters from any party holding a Lien to be released at the Closing, and releases or UCC-3 termination statements sufficient to terminate Liens on the Acquired Assets acquired at such Closing;

(i) the CALL Lease shall have been executed and shall be in full force and effect;

(j) all Required Consents (as defined above) shall have been obtained; and

(k) all Stations shall be operating with at least eighty five percent (85%) of such Station's licensed effective radiated power.

**8.2 Conditions Precedent to Obligations of Seller.** The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions, except to the extent Seller shall have waived in writing satisfaction of such condition (except for the FCC Consent, which cannot be waived):

(a) the representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects as of the date of this Agreement and on the Closing Date as though such representations and warranties were made on such date;

(b) Buyer shall have performed and complied in all material respects with all covenants, agreements and undertakings required by this Agreement to be performed or complied with by it prior to the Closing;

(c) No governmental or judicial authority shall have enacted, enforced, issued or entered any law, rule, regulation or order, including in connection with any action or proceeding brought by a third party (not subsequently dismissed, settled or otherwise terminated), which prohibits or invalidates the transactions contemplated by this Agreement or any other Buyer Document or prevents, limits, restricts or impairs the ownership, use or operation of the Assets by Buyer, other than an action or proceeding instituted by Seller;

(d) Seller shall have received a certificate dated as of the Closing Date from Buyer, executed by an authorized officer of Seller, to the effect that the conditions set forth in Sections 8.2(a) or 8.2(b) have been satisfied;

(e) Buyer shall have delivered the Purchase Price to Seller; and

(f) the FCC Consent shall be effective.

## ARTICLE 9 - TRANSFER TAXES, FEES AND EXPENSES

**9.1 Expenses; Transfer Taxes and Similar Charges; FCC Fees.** Except as set forth below, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation and preparation of this Agreement and the transactions contemplated thereby. Seller and Buyer shall each pay one-half of all fees for recordation, transfer, stamp and documentary taxes, and any excise, sales or use taxes imposed by reason of the transfer of the Acquired Assets in accordance with this Agreement. If any amount paid by Seller or Buyer on account of the fees and expenses pursuant to this Section 9.1 is in excess of one-half thereof, the party that paid such excess amount shall be entitled to prompt reimbursement of such amount (plus all reasonable and documented attorneys' fees and expenses incurred in connection with enforcing this provision in the event of a dispute between Seller and Buyer, if any) from the other. Any FCC filing or grant fees imposed by any governmental authority shall be borne equally by Buyer and Seller.

## ARTICLE 10 - TERMINATION RIGHTS

**10.1 Termination.** This Agreement may be terminated, by written notice given by any party (provided such party is not in breach of any of its obligations, representations, warranties or duties hereunder) to the other party hereto, at any time prior to the Closing Date as follows:

- (a) by mutual written consent of the parties hereto;
- (b) by either Buyer or Seller, if a court of competent jurisdiction or governmental, regulatory or administrative agency or commission shall have issued an order, decree or ruling or taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree, ruling or other action shall have become a Final Order (defined below);
- (c) by Buyer (provided it is not in default hereunder), if Seller fails to perform or breach any of its obligations, representations, warranties, covenants or duties under this Agreement and Seller has not cured such failure to perform or breach within thirty (30) days after receipt by Seller of written notice from Buyer;
- (d) by Seller (provided it is not in default hereunder), if Buyer fails to perform or breaches any of its obligations, representations, warranties, covenants or duties under this Agreement, and Buyer has not cured such failure to perform or breach within thirty (30) days after delivery of written notice from Seller. (The cure period shall be shortened to five (5) days in the case of any failure by Buyer to make a payment when due);
- (e) by Seller or Buyer if the FCC by a Final Order: (i) dismisses the FCC Application; (ii) denies the FCC Application; or (iii) designates the FCC Application for an evidentiary hearing; provided that the right to terminate this Agreement under this Section 10.1(e) shall not apply to any party whose action or inaction in fulfilling a material obligation under this Agreement shall have been a cause for the failure of the FCC to dismiss, deny or designate for hearing the FCC Application as provided herein;

(f) by Seller or Buyer, if the FCC has not granted the FCC Application by the twelve (12) month anniversary of the date hereof, provided that the right to terminate this Agreement under this Section 10.1(f) shall not apply to any party whose action or inaction in fulfilling a material obligation under this Agreement shall have been a cause for the failure of the FCC to grant the FCC Consent during such twelve (12) month period;

(g) by Seller (provided it is not in default hereunder), if the conditions set forth in Section 8.1 have not been satisfied by a date that is six (6) months from the date of the FCC Consent, provided that Seller's right to terminate this Agreement under this Section 10.1(g) shall not apply if Buyer's inability to fulfill all of the conditions set forth in Section 8.1 are due to the action or inaction of Seller;

(h) by Buyer (provided it is not in default hereunder), if the conditions set forth in Section 8.2 have not been satisfied by a date that is six (6) months from the date of the FCC Consent, provided that Buyer's right to terminate this Agreement under this Section 10.1(h) shall not apply if Seller's inability to fulfill all of the conditions set forth in Section 8.2 are due to the action or inaction of Buyer;

(i) by Buyer, as set forth in Section 11.4(a) or Section 11.4(b).

**10.2 Effect of Termination.** Upon termination of this Agreement, neither Buyer nor Seller shall have any liability to the other party, and this Agreement in its entirety shall be deemed null, void, and of no further force and effect (except as provided in Section 11.8), provided, however, termination shall not relieve a party from damages caused by such party's breach of this Agreement prior to the date of termination, and the indemnity provisions of Article 12 shall survive termination. In the event of termination of this Agreement, each party shall bear its own expenses except as provided in Article 12.

**10.3 Specific Performance.** Seller acknowledges that the Stations are unique assets not readily obtainable on the open market and that, in the event that Seller fails to perform its obligation to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transaction contemplated hereby, Buyer shall be entitled, in addition to any other rights and remedies on account of such failure, to specific performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law.

## ARTICLE 11 - MISCELLANEOUS PROVISIONS

**11.1 General.** This Agreement and the rights of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Indiana. This Agreement and the Schedules attached hereto and the ancillary documents provided for herein, constitute the entire agreement and understanding of the parties hereto relating to the matters provided for herein and supersede any and all prior agreements, arrangements, negotiations, discussions and understandings relating to the matters provided for herein. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. This Agreement may be

executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any and all notices or other communications required or desired to be given hereunder by any party shall be in writing to the applicable address set forth on the signature page.

**11.2 Construction.** The language used in this Agreement will be deemed to be language chosen by the parties to express their mutual intent. In the event an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any person or entity by virtue of the authorship of any of the provisions of this Agreement.

**11.3 Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, but only as long as the continued validity, legality and enforceability of such provision or application does not materially (a) alter the terms of this Agreement or (b) diminish the benefits or burdens of this Agreement.

**11.4 Risk of Loss.**

(a) Seller shall, to the extent provided herein, bear the risk of any casualty loss or similar damage to any of the Acquired Assets prior to the Closing Date, and Buyer shall bear such risk on and after the Closing Date. In the event of any casualty loss or similar damage to any Acquired Asset prior to the Closing Date, Seller shall be entitled to repair or replace (as it reasonably deems appropriate under the circumstances) any lost or damaged Acquired Asset (the "Damaged Asset"). If Seller does not repair or replace a Damaged Asset (other than a Damaged Asset that was obsolete and unnecessary for the continued operation of the Stations) by the date on which the Closing would otherwise occur under this Agreement, then the proceeds in respect of such loss or damage under any insurance covering such Damaged Asset shall be assigned to Buyer at Closing, and to the extent such proceeds are not sufficient to cover the reasonable out-of-pocket costs incurred by Buyer in repairing or replacing the Damaged Asset after the Closing, Seller shall reimburse Buyer by an amount equal to the deficiency not to exceed Twenty Thousand Dollars (\$20,000). Provided, however, that if such the cost of any casualty loss, either individually or in the aggregate, exceeds Twenty Thousand Dollars (\$20,000), Buyer may request a reduction in the Purchase Price equal to the amount of the value of the casualty loss. If Seller does not agree to such reduction in the Purchase Price within ten (10) days following receipt of Buyer's request, Buyer may terminate this Agreement.

(b) If any Station goes off the air after the date hereof and prior to the Closing Date, then Seller shall use commercially reasonable efforts to return such Station to the air as promptly as practicable in the ordinary course of business. If Seller is unable to return such Station to the air without any material reduction in coverage (from the coverage predicted by the terms of such Station's license) within thirty (30) days after the outage, Buyer shall have the right to terminate this Agreement upon written notice to Seller, provided that Buyer delivers such notice to terminate to Seller within ten (10) days after the expiration of such thirty (30) day period and

while such outage or material reduction in coverage continues in effect, and provided further that Buyer is not then in material breach or default under this Agreement.

**11.5 Assignment.** This Agreement and Seller's or Buyer's rights or obligations hereunder shall not be assigned without the prior written consent of the non-assigning party, provided, however, that Buyer may assign its rights hereunder to a party under common control as long as such assignment is not reasonably expected to materially delay the processing by the FCC of the FCC Application. This Agreement shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and assigns. However, any such assignment shall not relieve Buyer of any obligations under this Agreement.

**11.6 Further Assurances.** After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

**11.7 Control.** (a) Buyer shall not, directly or indirectly, control, supervise or direct the operation of the Stations prior to Closing; and (b) consistent with the Communications Laws, control, supervision and direction of the operation of the Stations prior to Closing shall remain the responsibility of Seller.

**11.8 Survival.** The representations and warranties in this Agreement shall survive for a period of twelve (12) months from the Closing Date, whereupon they shall expire and be of no further force or effect, except (a) those under Sections 5.1 and 5.2 (Seller Organization and Authority), Section 5.9 (Taxes) and Section 5.13 (Environmental), all of 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 earlier of resolution of such claim or expiration of the applicable statute of limitations. The covenants and agreements in this Agreement that are to be performed after the Closing shall survive until performed and any other covenants and agreements shall survive for a period of twelve (12) months from the Closing Date, provided, however, indemnity rights provided for in Article 12 shall not terminate.

**11.9 Waivers.** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

**11.10 No Third Party Beneficiaries.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

## ARTICLE 12 - INDEMNIFICATION

**12.1 Indemnification of Buyer by Seller.** Seller shall indemnify and hold Buyer and its members, officers, managers, agents, employees and affiliates (hereafter collectively "Agents") harmless from and against any liability, loss, cost, expense, judgment, order, settlement, obligation, deficiency, claim, suit, proceeding (whether formal or informal), investigation, Lien or other damage, including, without limitation, reasonable attorney's fees and expenses (all of the foregoing items for purposes of this Agreement are referred to as "Damages" and are not limited to matters asserted by third-parties against a party, but includes Damages incurred or sustained by a party caused by breach or default by the other party), resulting from, arising out of or incurred with respect to:

- (a) a breach of any warranty, representation of Seller contained in this Agreement or in any certificate or other instrument furnished to Buyer pursuant to this Agreement or in connection with any of the transactions contemplated hereby;
- (b) a breach of any covenant or agreement of Seller contained in this Agreement;
- (c) operation of the Stations by Seller prior to the Closing;
- (d) any Retained Liabilities; or
- (e) any and all actions, suits or proceedings incident to any of the foregoing.

**12.2 Indemnification of Seller by Buyer.** Buyer shall indemnify and hold Seller and its Agents harmless from and against any Damages resulting from, arising out of, or incurred with respect to:

- (a) a breach of any warranty, representation of Buyer contained in this Agreement or in any certificate or other instrument furnished to Seller pursuant to this Agreement or in connection with any of the transactions contemplated hereby;
- (b) a breach of any covenant or agreement of Buyer contained in this Agreement;
- (c) any Assumed Liabilities or Assumed Contracts associated with any Claim (defined below);
- (d) operation of the Stations by Buyer after the Closing; or
- (e) any and all actions, suits or proceedings incident to any of the foregoing.

**12.3 Limitation on Damages.** Notwithstanding the foregoing or anything else herein to the contrary, after Closing:

- (a) Seller shall have no liability to Buyer under Section 12.1 until Buyer's aggregate Damages exceed Twenty Thousand Dollars (\$20,000), but once such threshold is

exceeded Seller shall be liable for all such Damages incurred by Buyer. In no event shall Seller have any liabilities pursuant to this Section 12.3 in excess of Two Hundred and Thirty Thousand Dollars (\$230,000). .

(b) Buyer shall have no liability to Seller under Section 12.1 until Seller's aggregate Damages exceed Twenty Thousand Dollars (\$20,000), but once such threshold is exceeded Buyer shall be liable for all such Damages incurred by Seller. In no event shall Buyer have any liabilities pursuant to this Section 12.3 in excess of Two Hundred and Thirty Thousand Dollars (\$230,000).

#### **12.4 Procedures.**

(a) Promptly after the receipt by Buyer, Seller or any of their respective Agents ("Indemnified Party") of notice of (a) any Damages for which a party is seeking indemnification ("Claim") or (b) the commencement of any action or proceeding which may entitle such party to indemnification under this Section, such Indemnified Party shall give the other party hereto, as applicable ("Indemnifying Party"), written notice of such Claim or the commencement of such action or proceeding and shall permit the Indemnifying Party to assume the defense of any such Claim, or any litigation or proceeding resulting from such Claim. The failure to give the Indemnifying Party timely notice under this subsection shall not preclude the Indemnified Party from seeking indemnification from the Indemnifying Party unless, and then only to the extent, such failure has materially prejudiced the Indemnifying Party's ability to defend the Claim, litigation or proceeding. Failure by the Indemnifying Party to notify an Indemnified Party of its election to defend any such claim, litigation or proceeding by a third party within 30 days after notice thereof shall have been given to the Indemnifying Party shall be deemed a waiver by the Indemnifying Party of its rights to defend such Claim, litigation or proceeding.

(b) If the Claim is a direct Claim between the Parties not involving a third party, the Indemnifying Party shall notify the Indemnified Party within fifteen (15) business days from receipt of the Claim whether or not it intends to pay the Claim. If it refuses to pay the Claim or does not respond, then the Indemnified Party may proceed with legal action to recover Damages.

(c) If the Indemnifying Party assumes the defense of any such third party Claim, litigation or proceeding resulting therefrom, the Indemnifying Party shall take all steps necessary in the defense or settlement of such Claim, litigation or proceeding resulting therefrom and hold the Indemnified Party harmless from and against any Damages caused by or arising out of any settlement approved by the Indemnifying Party or any judgment in connection with such Claim, litigation or proceeding resulting therefrom; however, the Indemnified Party may participate, at its own cost and expense, in the defense of such Claim, litigation or proceeding provided that the Indemnifying Party shall direct and control the defense of such Claim, litigation or proceeding. The Indemnified Party shall cooperate and make available all books and records reasonably necessary and useful in connection with the defense. Except with the prior written consent of the Indemnified Party, the Indemnifying Party shall not, in the defense of such Claim, or any litigation or proceeding resulting therefrom, consent to the entry of any judgment (other than a judgment of dismissal on the merits without cost) or enter into any settlement 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 Damages in respect of such Claim, litigation or proceeding.

(d) If the Indemnifying Party shall not assume the defense of any such third party Claim, litigation or proceeding resulting therefrom, the Indemnified Party may, but shall have no obligation to, defend against such Claim, litigation or proceeding in such manner as it may deem appropriate, and the Indemnified Party; provided, however, that the Indemnified Party may not compromise or settle such Claim, litigation or proceeding without the Indemnifying Party's prior written consent.

(e) Except as provided to the contrary in this Agreement, after the Closing the right to indemnification pursuant to Article 12 shall be the sole and exclusive remedy of each party in connection with any breach or other violation by the other party of its representations, warranties, or covenants contained in this Agreement.

### **ARTICLE 13 - UNWIND**

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 of the Commission. 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 of the Commission, 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. For purposes of this Agreement, the term "Final Order" shall mean an order of the Commission (including action duly taken by the Commission's staff, pursuant to delegated authority) which is not reversed, stayed, enjoined or set aside, and with respect to which no timely request for stay, reconsideration, review, rehearing or notice of appeal or determination to reconsider or review is pending, and as to which the time for filing any such request, petition, or notice of appeal or for review by the Commission, and for any reconsideration, stay or setting aside by the Commission on its own motion or initiative has expired.

[Remainder of page left intentionally blank. Signature pages follow.]

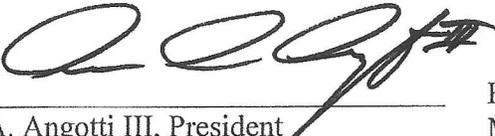
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**SELLER:**

**BUYER:**

**ARTISTIC MEDIA PARTNERS, INC.**

**LAFAYETTE TV, LLC**

By:   
Arthur A. Angotti III, President

By: \_\_\_\_\_  
Michael Reed, President

Address:

Address:

5520 West 75<sup>th</sup> Street  
Indianapolis, IN 46250

1151 Crestview Circle  
Meridian, MS 39301

Copy to (which shall not constitute notice):

Copy to (which shall not constitute notice):

Dawn M. Sciarrino, Esq.  
Sciarrino & Shubert, PLLC  
4601 North Fairfax Dr.  
Suite 1200  
Arlington, VA 22203  
Email: dawn@sciarrinolaw.com

Mark B. Denbo, Esq.  
Smithwick & Belendiuk, P.C.  
5028 Wisconsin Avenue, N.W., Suite 301  
Washington, DC 20016  
Email: mdenbo@fccworld.com

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

**SELLER:**

**ARTISTIC MEDIA PARTNERS, INC.**

By: \_\_\_\_\_  
Arthur A. Angotti III, President

Address:

5520 West 75<sup>th</sup> Street  
Indianapolis, IN 46250

Copy to (which shall not constitute notice):

Dawn M. Sciarrino, Esq.  
Sciarrino & Shubert, PLLC  
4601 North Fairfax Dr.  
Suite 1200  
Arlington, VA 22203  
Email: dawn@sciarrinolaw.com

**BUYER:**

**LAFAYETTE TV, LLC**

By:  \_\_\_\_\_  
Michael Reed, President

Address:

1151 Crestview Circle  
Meridian, MS 39301

Copy to (which shall not constitute notice):

Mark B. Denbo, Esq.  
Smithwick & Belendiuk, P.C.  
5028 Wisconsin Avenue, N.W., Suite 301  
Washington, DC 20016  
Email: mdenbo@fccworld.com