

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”), dated as of May 9, 2018 (the “**Execution Date**”), is entered into by and among Tom Taylor and Diana Taylor (“**Licensee**” or “**Seller**”), and or Jennings County Promotion Partners, LLC, a Indiana Limited Liability Company “**Buyer**”).

WITNESSETH:

WHEREAS, Seller holds the licenses necessary to operate the following radio stations: (1) WJCP (AM), Facility ID# 61196, N. Vernon Indiana and (2) W249DG, Facility ID# 141722, N. Vernon, IN (each a “**Station**,” and collectively, the “**Stations**”), pursuant to authorizations (the “**FCC Authorizations**”) issued by the Federal Communications Commission (the “**FCC**”);

WHEREAS, on the terms and conditions described herein, Seller desires to sell and Buyer desires to acquire certain of the assets owned or leased or used by right of easement by the Seller and used in connection with the operation of the Stations;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### **1. Sale of Assets.**

a. On the Closing Date (as hereinafter defined), Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase and assume from Seller, the assets, properties, interests and rights of Seller of whatsoever kind and nature, which are owned, or in which Seller holds an otherwise valid possessory or use right, by Seller and used or useful in connection with the operation of the Stations which are specifically described below (the “**Assets**”) (but excluding the Excluded Assets described in Section 1(e) below):

i. Equipment, machinery, furniture, furnishings, fixtures, office materials, and other tangible personal property owned by Seller that is used in the conduct of the operations of the Stations (the “**Tangible Personal Property**”), together with such improvements and additions thereto and replacements thereof between the date hereof and the Closing Date, including, without limitation, the property set forth on Schedule 1 hereto;

ii. All of the licenses, permits, applications and other authorizations, including the FCC Authorizations (collectively, the “**Licenses**”), issued by the FCC, and any other federal, state or local governmental authorities to Seller in connection with the conduct of the business and the on-air operations of the Stations, including without limitation, those set forth on Schedule 2 hereto;

iii. All of Seller’s rights and interest in and to all of the real property used in the operation of the Stations (the “**Real Property**”). All of Seller’s logs, books, files, data, FCC and other governmental applications, equipment manuals and warranties, and other records relating to the on-air broadcast operations of the Stations, including without limitation all

electronic data processing files and systems, FCC filings and all presently existing records required by the FCC to be kept by the Stations; in lieu of a deed to the transmitter tower subject to contract by and between John W. Schuler and Barbara W. Schuler, Sellers may execute and deliver an assignment of contract to Purchaser, whereupon the escrow agent hereinafter identified will be instructed to pay the balance of the contract out of escrowed funds and the deed will be delivered to Buyer; and

iv. Seller's right, title and interest in and to all copyrights, licenses, patents, trademarks, service marks, logos and trade names (including the Stations call letters and any variation thereof) used in connection with the operation of the Stations and all goodwill associated therewith, including registrations and applications for registration of any of the foregoing, and other similar intangible rights and interests as set forth in Schedule 7 (to be assigned pursuant to an Intellectual Property Assignment).

b. The Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements and other liens, liabilities and encumbrances of every kind and nature ("**Liens**"), other than for taxes not yet due and payable and Liens created by Buyer in favor of Seller. Except as set forth in Sections 1(c) and 1(d) of this Agreement, Buyer shall not assume Seller's contractual obligations under the Contracts. Without limiting the generality of the foregoing, it is understood and agreed that Buyer is not agreeing to, and shall not, assume (i) any liability or obligation of Seller to Seller's employees under any existing written or oral agreements with Seller, including any such liability or obligation in respect of wages, salaries, bonuses, accrued vacation or sick pay or any other matter, or (ii) any liability arising out of any termination by Seller of the employment of any of the Station Employees (as defined herein) or any liability for any employee benefit plan or arrangement of Seller for the Station Employees.

c. The parties recognize that trade and barter agreements are standard in the radio broadcast business. With respect to all trades or barter transactions under the Contracts (defined below), Seller shall clear by performance all trade or barter agreements by the Closing Date unless the parties have agreed in writing, on a case by case basis, otherwise. Buyer assumes no liability for unperformed trade or barter agreements.

d. Buyer and Seller agree that, subject to Section 7(c) hereof, Buyer shall assume each of the Contracts set forth in Schedule 6 as of the Closing. Schedule 6 will delineate the subset of such Contracts with respect to which Seller shall be required to obtain consent to assign pursuant to Section 7(c) of this Agreement (the "**Required Closing Consents**"). Buyer and Seller shall each initial the effective Schedule 6 as part of the execution of this Agreement.

e. Notwithstanding anything to the contrary herein, the following assets and obligations relating to the business of the Stations shall be retained by Seller and shall not be sold, assigned or transferred to or assumed by Buyer (the "**Excluded Assets**"):

i. Cash on hand and in banks (or their equivalents), all of Seller's outstanding cash accounts receivables generated through the operation of the Stations prior to the Closing Date.

ii. All rights of Seller under all contracts, leases, and agreements, including contracts of insurance and insurance proceeds of settlement and insurance claims made by Seller relating to property or equipment repaired, replaced, restored by Seller prior to the Closing Date;

iii. All pension, profit-sharing, retirement, stock purchase or savings plans or trusts and any assets thereof and all other employee benefit plans;

iv. All deposits and all prepaid expenses and taxes;

v. Seller's corporate records, and

vi. Any other assets set forth in Schedule 4 hereto.

## 2. Purchase Price.

a. Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, on the Closing Date Buyer shall pay to Seller the aggregate sum of One hundred fifteen thousand dollars, (\$115,000.00) The Purchase Price shall be payable to Seller at Closing as follows:

i. On the Closing Date, Buyer and Seller shall mutually authorize Escrow Agent's (as defined herein) release of the Earnest Money Deposit (as defined herein, in the full amount of One hundred fifteen thousand dollars, (\$115,000.00) (which interest shall be delivered to Buyer in accordance with the Escrow Agreement), to Seller by wire transfer of immediately available funds, and such release of funds to Seller shall be made on the Closing Date;

ii. Concurrently with the execution of this Agreement, Buyer has delivered to **Christopher L. Doran, Attorney at Law, 16 West Main Street, North Vernon, Indiana 47265**, (the "**Escrow Agent**") pursuant to an Escrow Agreement (the "**Escrow Agreement**") of even date herewith, in a form as set forth as Exhibit A hereto. Distributions from the escrow agreement as mutually agreed upon between the buyer and the seller and shall be credited against the purchase price.

b. The parties agree to prorate all expenses arising out of the operation of the Stations which are incurred, accrued or payable, as of 11:59 p.m. local time of the day preceding the "Commencement Date". The commencement date shall be agreed upon on the date of closing and shall be the day upon which Buyer takes over operations of the station; but shall be not more than fourteen (14) days after closing. If the prorations and adjustments set forth in the Proration Statement have been agreed upon in writing by Buyer and Seller prior to the Closing Date, resulting adjustments to the Purchase Price shall be made at Closing to prorate to the Commencement Date estimates of all ordinary and necessary material operating expenses of the Stations and all expenses associated with the Assets, including, without limitation, maintenance expenses, property and equipment rentals, utility charges, sales and service charges, business and license fees, personal property taxes and assessments, and security deposits made by Seller and held by landlords under leases for which Seller is the tenant, in each case, as set forth in the Proration Statement and to reflect a credit to Buyer for all prepaid advertising contracts and other agreements under which the Seller have been prepaid by the respective counterparties thereto. If

Buyer objects in good faith to the Proration Statement, Buyer and Seller shall use commercially reasonable efforts to resolve such objection prior to the Closing Date, and all adjustments and prorations which Buyer and Seller agree are undisputed shall be used in calculating the amount of proration adjustment to the Purchase Price. As promptly as practicable, but in any event no later than ninety (90) days after the Commencement Date, Buyer may deliver to Seller, or Seller may deliver to Buyer, its, or their, calculation of any additional prorations or adjustments determined in accordance with this Section 2(d) (an “**Additional Prorations Notice**”). Any good faith disagreement between Buyer and Seller with respect to the calculation of the prorations and adjustments set forth in an Additional Prorations Notice shall be set forth in a notice (the “**Notice of Disagreement**”) which shall be delivered by Buyer or Seller, as the case may be, to the other no later than thirty (30) days after its receipt of an Additional Prorations Notice. If the Final Purchase Price (as hereinafter defined) exceeds the Purchase Price, Buyer shall pay, by wire transfer of immediately available funds, to Seller, no later than the later of five (5) business days after the determination of the Final Purchase Price, or) the Closing Date, an amount equal to the excess of the Final Purchase Price over the Purchase Price; *provided*, that if such later date is the Closing Date such payment shall be made as an increase in the cash portion of the Purchase Price payable at Closing pursuant to Section 2(a)(ii) hereof. If the Purchase Price exceeds the Final Purchase Price, Seller shall pay, by wire transfer of immediately available funds, to Buyer, no later than the later of (x) five (5) business days after the determination of the Final Purchase Price, and (y) the Closing Date, an amount equal to the excess of the Purchase Price over the Final Purchase Price; *provided*, that if such later date is the Closing Date such payment shall be made as a decrease in the cash portion of the Purchase Price payable at Closing pursuant to Section 2(a)(ii) hereof. For purposes hereof, the “**Final Purchase Price**” means the Purchase Price, adjusted for prorations and adjustments determined by agreement of the parties in accordance with this Section 2(d), after accounting for any additional prorations or adjustments identified in an Additional Prorations Notice timely delivered and any objections thereto identified in a Notice of Disagreement timely delivered (but any additional prorations or adjustments not identified in an Additional Prorations Notice delivered within the time period set forth in this Section 2(d) and any objections not identified in a Notice of Disagreement delivered within the time period set forth in this Section 2(d) shall be disregarded).

c. No later than ninety (90) days following the Closing Date, Seller and Buyer shall mutually determine an allocation of the Purchase Price among the Assets that complies with Section 1060 of the Internal Revenue Code of 1986, as amended (the “**Purchase Price Allocation**”). Each party agrees to complete and timely file Internal Revenue Service Form 8594 (or any successor form) and to file all income tax returns in accordance the Purchase Price Allocation.

**3. FCC Consent; Assignment Application.** Buyer and Seller shall execute, file and diligently prosecute an application with the FCC (the “**Assignment Application**”) requesting its consent to the assignment, from Seller to Buyer, of all FCC Authorizations pertaining to the Stations (the “**FCC Consent**”) at a date not later than ten (10) business days after the Execution Date. Buyer and Seller shall take all reasonable steps to cooperate in good faith with each other and with the FCC to secure such FCC Consent without delay, and to promptly consummate this Agreement in full. Each party shall be responsible for all of its own costs with respect thereto. The Assignment Application filing fee will be shared equally between Buyer and Seller.



**4. Closing Date; Closing Place.** The closing (the “Closing”) of the transactions contemplated by this Agreement shall occur no later than ten (10) business days following the date on which the FCC Consent shall have become a Final Order (as hereinafter defined) (the “Closing Date”) and the other conditions to closing set forth in Section 8 have either been waived or satisfied. For purposes of this Agreement, the term “*Final Order*” means action by the FCC consenting to an application that is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing or appeal is pending, and as to which the time for filing any such request, petition or appeal or reconsideration by the FCC on its own motion has expired. The Closing shall be held by mail or electronic mail and at a time and place agreed upon by the parties. Closing shall be the date all actions required of Buyer and Seller by this Agreement shall take place.

**5. Representations and Warranties of Seller.** Seller hereby makes the following representations and warranties to Buyer, except as set forth in the section of the disclosure schedules attached hereto that corresponds to the representations and warranties set forth below (provided, however, that matters disclosed in one section of the Schedules attached hereto shall be deemed disclosed in all sections of such Schedules as to which such matter is relevant), as of the Execution Date and (subject to Section 7(l)) as of the Commencement Date (except the representations and warranties set forth in Sections 5(a), 5(b) and 5(d) and 5(j), which are made as of the Execution Date, as of the Commencement Date and as of the Closing Date):

a. Seller is duly organized, validly existing and in good standing under the laws of the State of Indiana. Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by the Seller and no other proceedings on the part of Buyer are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed by the Seller and constitutes the legal, valid and binding obligation of each enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors’ rights or the application of principles of equity.

b. The execution, delivery and performance of this Agreement by Buyer will not (i) constitute a violation of or conflict with its respective bylaws or other similar organizational documents, (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation relating to the business of the Stations and to which Seller or any of the Assets may be subject, except for such defaults (or rights of termination, cancellation or acceleration) as to which require waivers or consents have been obtained and delivered to Buyer, (iii) subject to receipt of the FCC Consent, violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to the Buyer or Licensee or any of the Assets, (iv) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on any of the Assets (other than liens created by Buyer in favor of Seller pursuant to the Note and

Security Agreement), or (v) require the consent or approval of any governmental authority, lending institution or other third party (except as herein set forth) other than the FCC Consent.

c. Schedule 1 hereto contains a list of the Tangible Personal Property owned or leased by Seller that shall be transferred to Buyer. Seller owns and has, and will have on the Closing Date, good and marketable title to, or a valid leasehold interest in, the Tangible Personal Property. Each material item of Tangible Personal Property (i) is in good condition and repair, ordinary wear and tear excepted, and (ii) is operating in compliance in all material respects with the FCC Authorizations and rules and regulations of the FCC and FAA. For purposes of this Section, material Tangible Property shall be such property valued at One Hundred Dollars (\$100.00) or more.

d. Schedule 2 hereto contains a true and complete list of the FCC Authorizations and all other licenses, permits or other authorizations from governmental or regulatory authorities that are required for the lawful conduct of the business and operations of the Stations in the manner and to the full extent it is presently operated. The Licenses are in full force and effect, unimpaired by any act or omission of Seller. Seller lawfully holds each of the FCC Authorizations and other licenses, permits and authorizations listed on Schedule 2, none of which is subject to any restrictions or conditions that would limit in any material respect the operations of the Stations. Except as set forth in Schedule 2, Seller is operating the Stations in all material respects in accordance with the FCC Authorizations, and all rules, regulations and policies of the FCC (the “**Communications Laws**”). To Seller’s knowledge and to the extent not being created by unusual atmospheric conditions, the Stations are not transmitting or receiving any objectionable interference to or from any other radio station. There is not now pending or, to Seller’s knowledge, threatened any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew any of such FCC Authorizations, and Seller has not received any notice of and has no knowledge of any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either the Stations or Seller. Except as set forth in Schedule 2, all material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Stations have been timely filed, and all such reports and filings are accurate and complete in all material respects. Seller maintains a public inspection file for the Stations and such file complies with the Communications Laws in all material respects.

e. Schedule 3 contains a complete and accurate description of all Real Property used to conduct the business and operations of the Stations as it is now conducted by Seller. Schedule 3 also contains forms of leaseholds for the studio and tower site locations. Each leasehold interest included in the Real Property is in full force and effect, and there is no default by Seller thereunder, or any state of facts or condition that with the passage of time would become such a default, and, to Seller’s knowledge, there is no default by any other party thereunder, or any state of facts or condition that with the passage of time would become such a default. All Real Property is in good condition and repair (reasonable wear and tear excepted) and is available for immediate use in the conduct of the business and operations of the Stations. All buildings and other improvements, including, without limitation, any towers and guy anchors, located on any Parcel of Real Property are within the boundaries of the Parcel of Real Property and do not encroach upon any other parcels of real estate. If required, all towers and other antenna support structures owned by Seller on the Real Property are painted, lighted and registered in accordance

with the requirements of the FCC Licenses, the FCC, the FAA and all other applicable requirements of federal, state and local law in all material respects.

f. Schedule 5 contains a complete and correct list of the names and positions of all employees engaged by Seller or its affiliates principally in connection with the Stations (the **"Station Employees"**), including each of their job titles, dates of hire and rates of pay. Schedule 5 contains an accurate and complete list of all Employee Plans and Compensation Arrangements providing benefits to Station Employees and copies of any such plans or arrangements together with any employee handbook or related documents have been made available to Buyer. For purposes of this Agreement, (i) the term **"Employee Plan"** means any employee benefit plan as defined in Section 3(3) of ERISA to which Seller contributes or has any obligation to contribute or to which Seller, maintains or otherwise has liability; and (ii) the term **"Compensation Arrangement"** means any plan or compensation arrangement, other than an Employee Plan whether written or unwritten, which provides Station Employees any compensation or other benefits, whether deferred or not, in excess of base salary, wages or commissions and excluding overtime pay, including, but not limited to, any equity or equity-based compensation arrangement. Each Employee Plan and Compensation Arrangement has been established, maintained, operated and administered in all material respects in accordance with its own terms and, where applicable, the Employee Retirement Income Security Act of 1974, as amended (**"ERISA"**), the Internal Revenue Code of 1986, as amended, and any other applicable legal requirement. Seller is not aware of the existence of any governmental inspection, investigation, audit or examination of any Employee Plan or Compensation Arrangement or of any facts which would lead them to believe that any such governmental inspection, investigation, audit or examination is pending or threatened. There exists no action, suit or claim (other than routine claims for benefits) with respect to any Employee Plan or Compensation Arrangement pending or, to the knowledge of Seller, threatened against any of such plan or arrangement, and Seller possesses no knowledge of any facts which could give rise to any such action, suit or claim. Seller is not a party to a collective bargaining agreement governing the terms or conditions of employment for any Station Employees. No union has been certified to represent any of the Station Employees for purposes of collective bargaining, to Seller's knowledge no union claims to represent or is seeking to represent any of the Station Employees for purposes of collective bargaining, and neither Seller nor any affiliate of Seller or the Stations has recognized or agreed to recognize any union for the purposes of collective bargaining for any of the Station Employees.

g. Schedule 6 is a true and complete list of all contracts, non-governmental licenses, security interests, agreements, and options to which Seller is a party or bound or by which the Assets are bound and a summary of Seller's rights and obligations as of the date hereof under all trade and barter agreements relating to the Stations (collectively, the **"Contracts"**), except contracts with advertisers for the sale of advertising time on the Stations for cash at prevailing rates for a term not exceeding three (3) months that have not been prepaid and that may be canceled by the Stations without penalty on not more than thirty (30) days' notice (the **"Short Term Advertising Contracts"**). Seller has delivered to Buyer true and complete copies of all written Contracts, other than Short Term Advertising Contracts, and true and complete memoranda summarizing all oral Contracts, other than oral contracts that do not involve payments by or to Seller in excess of One Thousand Dollars (\$1,000.00) per year and do not have a term in excess of one year (including any amendments and other modifications to such Contracts). Other than the Contracts listed on Schedule 6 and the Short Term Advertising Contracts, Seller requires no



Contract or other agreement to enable it to carry on the business of the Stations as now conducted. All of the Contracts are in full force and effect, and are valid, binding, and enforceable in accordance with their terms in all material respects, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles. Seller is not in material default under any Contract, nor is there any event that, after notice or lapse of time or both, would constitute a default. To Seller's knowledge, there is not under any Contract any material default by any other party thereto or any event that, after notice or lapse of time or both, would constitute such a default. Seller has received no notice that any party to any Contract intends (i) to terminate such Contract or amend the terms thereof, (ii) to refuse to renew such Contract upon expiration of its term, or (iii) to renew such Contract upon expiration only on terms and conditions which are more onerous than those now existing. Except as limited by a Contract's terms itself, Seller has full legal power and authority to assign its rights under the Contracts to Buyer in accordance with this Agreement, and such assignment will not affect the validity, enforceability, or continuation of any assignable Contract.

h. Schedule 7 attached hereto contains a true and complete list of all material trademarks, trade names, service marks, service names, franchises, copyrights, patents, patent applications, call letters, Station specific internet domain names, permits, know-how, jingles, computer programs and program rights (collectively, "IP") currently used in the operation of the Stations. Seller has delivered to Buyer copies of all documents establishing all material IP rights currently used in the operation of the Stations. Seller's use of the IP does not infringe on the valid rights of others, and there are no outstanding claims, demands or infringement actions relating to Seller's use of the IP nor, to Seller's knowledge, is any such claim, demand or action threatened. Seller has good and valid title to IP, free and clear of all Liens other than Permitted Liens. The IP listed on Schedule 7 comprise all intangible property interests of that type necessary to conduct the business and operations of the Stations as now conducted.

i. The unaudited balance sheet of the Stations, the unaudited statement of income of the Stations for the past 5 years and the unaudited balance sheet and income statements for the Stations for first months of 2018 have previously been delivered to Buyer (collectively, the "**Financial Statements**"). And sales revenue by customer and month for the past 5 years. The Financial Statements fairly present the financial position and results of operations of the Stations as of such dates, and for the periods then ended. Between January 1, 2013 and the commencement date, there has not occurred any material adverse change in the business or results of operations of the Stations. The Financial Statements have been prepared from the books and records of Seller and accurately reflect the books, records and accounts of the Stations (which books, records and accounts are complete and correct). Subject to the limitations set forth above with respect to the absence of footnotes and corporate parent allocations, none of the Financial Statements understates the true costs and expenses of conducting the business or operations of the Stations, fails to disclose any material contingent liabilities, or inflates the revenues of the Stations.

j. There is no broker or finder or other person who would have any valid claim for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Seller.



k. Other than as set forth on Schedule 8, Buyer is not is subject to any order, writ, injunction, judgment, arbitration decision or decree having binding effect and affecting the business of the Stations or the Assets or which restrains or enjoins the transactions contemplated hereby, and no such proceeding is pending. There is no material litigation pending by or against, or to the best of Seller's knowledge, threatened against Seller which relates to Seller or the Stations or could negatively affect any of the Assets. Seller, with respect to the Stations, has complied in all material respects with all applicable laws, regulations, orders or decrees. The present uses by Seller of the Assets do not violate any such laws, regulations, orders or decrees in any material respect, and Seller has no knowledge of any basis for any claim for compensation or damage or other relief from any violation of the foregoing.

l. Seller has duly, timely and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid that might have any adverse impact on the Stations or the Assets or their transfer to Buyer. To Seller's knowledge, no event has occurred which could impose on Buyer any liability for any taxes, penalties or interest due or to become due from Seller from any taxing authority.

m. There is no bankruptcy or insolvency proceeding, or any action, suit, other proceeding or litigation, judgment, decree, restraining order, temporary or permanent injunction or order of any court or governmental or regulatory authority pending, in effect or, to the best Knowledge of Seller, threatened, against Seller or any of its properties or assets or questioning the legality of the transactions contemplated hereby, or otherwise seeking to restrain or prevent the consummation of the transactions contemplated hereby or with respect to its ownership or operation of the Stations or otherwise relating to the Assets or the business or operations of the Stations, nor does Seller have knowledge of any basis for the same. In particular, but without limiting the generality of the foregoing, except as disclosed on Schedule 8 there are no applications, complaints or proceedings pending or, to Seller's knowledge, threatened (i) before the FCC relating to the business or operations of the Stations other than rule making proceedings which affect the radio industry generally, (ii) before any federal or state agency relating to the business or operations of the Stations involving charges of illegal discrimination under any federal or state employment laws or regulations, or (iii) before any federal, state, or local agency relating to the business or operations of the Stations involving zoning issues under any federal, state, or local zoning law, rule, or regulation.

n. There is no hazardous or toxic substance or waste (including without limitation petroleum products) or other material regulated under any applicable environmental, health or safety law has been generated, stored, transported or released on, in, from or to the Assets. Seller has complied and is in compliance with all environmental, health and safety laws applicable to the Stations or the Assets. Seller has not received in respect of the Stations or Assets any notice or claim to the effect that it is or may be liable under any environmental, health or safety law. Except as set forth on Schedule 9, to Seller's knowledge, neither the Stations nor any Assets are the subject of any investigation by any governmental authority with respect to a violation of any environmental, health or safety law. Seller has delivered to Buyer copies of all environmental reports and assessments in its possession (if any) that are applicable to the Stations.

o. No representation or warranty made by Seller in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Buyer to the best of Seller's knowledge.

**6. Representations and Warranties of Buyer. Buyer hereby makes the following representations and warranties to Seller as of the Execution Date, as of the Commencement Date and as of the Closing Date:**

a. Buyer is either a subchapter S corporation or a limited liability corporation duly organized, validly existing and in good standing under the laws of the State of Indiana, and has the requisite power and authority to own, lease and operate its properties and to carry on the business of the Stations as now being conducted.

b. The execution, delivery and performance of this Agreement by Buyer will not (i) conflict with or result in any breach of any provision of the operating agreement of Buyer, (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation, relating to its own business, except for such defaults (or rights of termination, cancellation or acceleration) as to which requires waivers or consents have been obtained and delivered to Seller, (iii) subject to receipt of the FCC Consent, violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency which is applicable to either entity constituting Buyer, or (iv) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

c. Buyer is legally, financially and technically qualified to acquire and become the licensee of the Stations.

d. There is no litigation, proceeding or governmental investigation pending or to the knowledge of Buyer, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to Buyer including without limitation, any voluntary or involuntary petition under Federal bankruptcy law or any state receivership or similar proceedings, that would prevent or materially impede the consummation by Buyer of the transactions contemplated by this Agreement, nor does Buyer know of, or have any reasonable ground to know of, in view of its present situation or action it now contemplates taking, any basis for such litigation, proceeding or investigation.

e. There is no broker or finder or other person who would have any valid claim for a commission or brokerage in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding or action by either entity constituting Buyer.

f. No representation or warranty made by either entity constituting Buyer in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain

any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Seller to the best of Buyer's knowledge.

**7. Covenants. Seller covenants with Buyer, and Buyer covenants with Seller, as the context so indicates, as follows:**

a. Between the date hereof and the Closing Date, Seller will not do any of the following without the prior written consent of Buyer: (i) sell, assign, lease or otherwise transfer or dispose of any of the Assets, except for the sale and use of promotional items, supplies and the like in the ordinary course of business and sales, assignments and transfers pursuant to this Agreement or in connection with the acquisition of replacement property of equivalent kind and value; (ii) create, incur, assume or permit to exist any Liens, other than Permitted Liens, affecting any of the Assets; (iii) cancel, terminate, modify, amend, in any way impair or waive any material rights relating to any of the Stations, any of the Assets or under any of the Contracts, other than the termination of any Contract at the end of its current term in accordance therewith; (iv) enter into new material contracts; (v) cause or allow the cancellation, termination, modification, amendment, revocation, expiration, suspension or impairment of any Licenses, or take or fail to take any action that could reasonably be expected to cause the FCC or any other governmental authority to institute proceedings for the suspension, revocation or adverse modification of any Licenses; or (vi) increase or otherwise change the rate or nature of the compensation (including wages, salaries and bonuses) that is paid or payable to any Station Employee, other than as currently budgeted or otherwise in the ordinary course of business, or materially modify any Compensation Arrangement or Employee Benefit Plan for the benefit of Station Employees.

b. Between the date hereof and the Closing Date, Seller will: (A) continue to operate and maintain the Stations in accordance in all material respects with the terms of the FCC Authorizations and in material compliance with all applicable laws and FCC rules and regulations and past operating practices, (B) give Buyer, and its authorized representatives, reasonable access during normal business hours to all properties (including, without limitation, the Assets), books, records, contracts, documents and personnel of or relating to the Stations, to the extent such access does not unreasonably interfere with the normal operations of the Stations; (C) comply in all material respects with all applicable laws, rules, regulations, ordinances, orders and requirements to which Seller or any of the Stations is subject maintain, or cause to be maintained, without material exception, the Assets; and (D) maintain in force the insurance in effect as of the date hereof (or replacements thereof) with respect to the business and operations of the Stations, and (ii) between the date hereof and the Commencement Date, Seller will: (A) use commercially reasonable efforts to preserve the organization and goodwill of the Stations and to maintain the business of the Stations and the Stations' present relationships with advertisers, suppliers, customers and others having business relationships with the Stations; (B) use commercially reasonable efforts to retain the Station Employees; (C) notify Buyer of any material problems at the Stations, any material change in any information previously disclosed by Seller to Buyer, any material inaccuracy contained in Seller's representations and warranties contained in Section 5 of this Agreement or (subject to Section 7(l)) the schedules attached hereto, in each case, to the extent Seller becomes aware thereof; (D) maintain the books and records relating to the Stations in accordance with past practices; and (E) collect the Accounts Receivable in the ordinary course of business consistent with Seller's past practices. (F) make a diligent effort to maintain all



advertising revenue whether month to month or long term at levels consistent with the 2017 levels reported.

c. Prior to Closing, Seller shall (i) obtain any third-party consents necessary for the assignment of each Required Closing Consent, and (ii) use its commercially reasonable efforts to obtain any third-party consents necessary for the assignment of each other Contract (the “**Reasonable Efforts Consents**”). Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Contract or Leasehold Parcel Lease or any claim or right or any benefit arising thereunder or resulting therefrom if such assignment, without the consent of a third party thereto, would constitute a breach or other contravention of such Contract or Leasehold Parcel Lease or in any way adversely affect the rights of Buyer or Seller thereunder. If consent is not obtained prior to the Closing Date with respect to any Reasonable Efforts Consents, (i) Seller shall use its commercially reasonable efforts (which, for purposes of this paragraph, shall not include the expenditure of more than \$1,000.00 with respect to any individual Contract) to (A) obtain such consent as soon as possible after the Closing Date; *provided, however*, the foregoing obligations of Seller under this sentence shall terminate ninety (90) days after the Closing Date with respect to any such third-party consent has not been obtained by such date, (B) provide to Buyer, subject to the terms of each such Reasonable Efforts Consents and the terms hereof, the financial and business benefits of any such Reasonable Efforts Consent, and (C) enforce, at the request of Buyer, for the account of Buyer, subject to the terms of each such Reasonable Efforts Consent and the terms hereof, any material rights of Seller arising from any such Reasonable Efforts Consent; and (ii) Buyer shall, at its sole cost and expense, perform all of Seller’s obligations under each such Reasonable Efforts Consent in accordance with the terms thereof and this Agreement. The Buyer has no reason to believe that any of the counterparties to the Contracts or Leasehold Parcel Leases, in each case, with respect to which third-party consent is required for assignment to the Buyer, would not grant consent based on past or current dealings or relationships with Buyer. Effective as of 11:59:59 pm on the day prior to the Closing Date, all Station Employees shall be terminated by Seller. Buyer may offer to hire some or all of the Station Employees. Seller agrees to cooperate with Buyer in its efforts to obtain the employment of any and all Station Employees, which Buyer, in its sole discretion, shall decide to offer employment with Buyer. Buyer covenants and agrees to notify the Seller in writing not later than ten business days prior to the Commencement Date if Buyer will not be offering full-time employment (with substantially similar compensation as is currently being provided by Seller) to any full-time Station Employees effective as of the Commencement Date. Seller agrees to reasonably permit Buyer to evaluate the Station Employees in making Buyer’s hiring decisions, and to interview the Station Employees during normal working hours, so long as such interviews do not unreasonably interfere with the operations of the Stations. Seller shall retain liability for all obligations and liabilities of Seller to the Station Employees incurred on or prior to the Commencement Date, and Seller shall cause such obligations and liabilities to be discharged and satisfied in full in a timely manner. Nothing in this Agreement express or implied shall be deemed to make any employee of Seller a third-party beneficiary of this Agreement.

d. Notwithstanding anything contained herein to the contrary the Closing shall not be consummated prior to the grant by the FCC of the FCC Consent. Seller and Buyer acknowledge and agree that at all times commencing on the date hereof and ending on the Closing Date, neither Buyer nor any of its employees, agents or representatives, directly or indirectly, shall, or have any right to, control, direct or otherwise supervise, or attempt to control, direct or otherwise



supervise any of the management or operations of the Stations, it being understood that the operation, management, control and supervision of all programs, equipment, operations and other activities of the Stations shall be the sole responsibility, and at all times prior to the Closing Date remain within the complete control and discretion, of Seller.

e. Seller and Buyer agrees with respect to non-public information furnished to it or about which it becomes aware, including, without limitation, transaction negotiating terms, in connection with the transactions contemplated by this Agreement by any other party to keep such information confidential and not to disclose such information, in any manner whatsoever (other than to its agents, representatives, employees, equity and debt financing sources, advisors and affiliates), in whole or in part, and to use the degree of care that it uses with respect to its own confidential information for such information and to use commercially reasonable efforts to prevent disclosure of such information by its agents, representatives, employees, equity and debt financing sources, advisors and affiliates, in any manner whatsoever, in whole or in part, except that each party shall be permitted to disclose such information: (i) to those of its agents, representatives, employees, equity and debt financing sources, advisors and affiliates which need to be familiar with such information in connection with such transactions;. (ii) to the extent required by law, including federal or state securities laws or regulations, or by the rules and regulations of any stock exchange or association on which securities of such party or any of its affiliates are traded, so long as such party shall have first afforded the disclosing party with a reasonable opportunity to contest the necessity of disclosing such information; (iii) to the extent necessary for the enforcement of any right or the performance of any obligation of such party arising under this Agreement; (iv) that is or becomes generally available to the public, other than as a result of a disclosure by such party, its agents, representatives, employees, equity and debt financing sources, advisors and affiliates in breach hereof; and (v) that becomes available to such party on a non-confidential basis from a source (other than the disclosing party, or its respective agents, representatives, employees, equity and debt financing sources, advisors and affiliates) that such party believes is not prohibited from disclosing such information to such party by a legal, contractual or fiduciary obligation to the disclosing party.

f. Buyer and Seller shall cooperate with each other and their respective counsel and accountants in connection with any actions required to be taken as part of their respective obligations under this Agreement, and Buyer and Seller shall execute, deliver and/or file such other documents and shall take such other actions, in each case, as may reasonably be necessary and desirable to the implementation and consummation of this Agreement including, without limitation, the satisfaction of the conditions set forth in Section 8, and otherwise use their commercially reasonable efforts to consummate the transactions contemplated hereby and to fulfill their obligations under this Agreement.

g. Buyer requires title policies, Seller agrees to provide Buyer any title work and Deeds it might have available on the Real Property. Seller shall bear the sole cost of obtaining the title insurance.

h. Buyer shall have the right, at its sole cost and expense, to undertake as it so determines surveys, mechanical, foundation, electrical and environmental inspections of the Real Property. Seller shall make the Real Property reasonably available to Buyer and its agents for these purposes and reasonably cooperate with Buyer in this regard.

i. To the extent allowable under applicable law as between Seller and Buyer, Seller shall be solely responsible for any sales or use taxes that arise from the consummation of the transaction contemplated by this Agreement.

j. On or before the Commencement Date, Seller shall furnish to Buyer revised schedules to this Agreement as may be necessary to render such schedules accurate and complete as of such date. At all times prior to the Commencement Date, Seller shall give detailed written notice to Buyer promptly upon the occurrence of or becoming aware of the impending or threatened occurrence of, any event which would cause or constitute a breach or would have caused a breach had such event occurred or been known to Seller prior to the Commencement Date, of any of Seller's representations or warranties contained in this Agreement or in any schedule hereto. At all times prior to the Commencement Date, Seller shall, promptly upon it becoming aware thereof, disclose to Buyer any problems or developments which materially and adversely affect the Stations or the Assets. At all times prior to the Commencement Date, Seller shall give written notice to Buyer if the Assets shall have suffered damage on account of fire, explosion or other cause of any nature that is sufficient to prevent operation of the Stations promptly upon it becoming aware thereof.

#### **8. Conditions Precedent to Obligation to Close.**

a. The performance of the obligations of Seller hereunder is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by Seller, and Buyer (jointly and severally) covenants in furtherance of Section 7(g), to use its commercially reasonable efforts to cause each of the following conditions precedent to be satisfied as soon as reasonably practicable after the Execution Date:

i. Buyer shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by Buyer prior to or as of the Closing Date;

ii. The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

iii. The FCC Consent contemplated by this Agreement shall have been granted;

iv. Buyer shall have delivered to Seller, on the Closing Date, the documents required to be delivered pursuant to Section 9(b);

v. Buyer shall not be subject to any voluntary or involuntary petition under Federal bankruptcy law, or any state receivership or similar proceeding; and

vi. There shall be in effect no law, ordinance, regulation, rule, code, statute, regulation, order, judgment, injunction, decree, stipulation or determination issued, promulgated or entered by any governmental authority or court of competent jurisdiction making illegal or otherwise prohibiting or restraining the consummation of the transactions contemplated by this Agreement.

b. The performance of the obligations of Buyer hereunder is subject to the satisfaction of each of the following express conditions precedent, and Seller (jointly and severally) covenants in furtherance of Section 7(g), to use its commercially reasonable efforts to cause each of the following conditions precedent to be satisfied as soon as reasonably practicable after the Execution Date:

i. The representations and warranties of Seller set forth in Sections 5(a), 5(b), 5(d) and 5(j) of this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

ii. The FCC Consent contemplated by this Agreement shall have become a Final Order;

iii. The Licenses shall be in full force and effect and there shall be no proceedings pending before the FCC to revoke, cancel, rescind, modify or refuse to renew any of such Licenses, and Seller has not received any notice of and has no knowledge of any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either the Stations or Seller which contemplates revocation, cancellation, rescission, modification or non-renewal of such Licenses;

iv. Subject to Section 18, as of the Commencement Date, the Assets shall not have suffered damage that shall cause a material adverse effect upon the Stations or the Assets taken as a whole on account of fire, explosion or other cause of any nature which shall not have been repaired as of the Closing Date; provided that, subject to Section 18, if such damage shall have occurred prior to the Commencement Date, Seller shall be afforded a reasonable opportunity to repair and restore such damaged assets to their prior condition or, at Seller's election, to replace such damaged assets with assets of comparable quality and utility; and provided, further, that, subject to Section 18, if Buyer elects to waive the condition set forth in this Section 8 and consummate the Closing, then Buyer shall be entitled to collect and receive the proceeds of any insurance payable to Seller on account of such damages which have not been applied to the repair thereof;

v. Other than those presently existing Liens that are to be satisfied at Closing by Seller out of the cash proceeds of this transaction, there shall not be any Liens on the Assets or any financing statements of record other than those created by Buyer in favor of Seller or Permitted Liens;

vi. Seller shall have obtained any necessary consents referenced in Section 7(c)(i) above;

vii. No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby; and

viii. Seller shall have delivered to Buyer, on the Closing Date, the documents required to be delivered pursuant to Section 9(a).

**9. Closing Deliveries.**

a. At the Closing, Seller will deliver to Buyer the following, each of which shall be in form and substance satisfactory to Buyer and its counsel:

i. A Bill of Sale, and other instruments of transfer and conveyance, dated the Closing Date, in form and substance so as to effectively and legally transfer and assign to Buyer the Tangible Personal Property and effectively vest in Buyer good and marketable title to such component of the Assets;

ii. An Assignment and Assumption of the Stations' FCC Licenses;

iii. Warranty deed to tower property AND recorded AM stations ground radial easements.

iv. Assignment and Assumption of Leases;

v. An Assignment and Assumption of Contracts;

vi. An Assignment and Assumption of IP Rights;

vii. Estoppel certificates and third-party consents referenced in Sections 7(c) and 7(i) of this Agreement;

viii. Certified copies of the resolutions of the Board of Directors of Seller authorizing and approving the execution and delivery of this Agreement and each of the other documents to be delivered in connection herewith and authorizing the consummation of the transactions contemplated hereby and thereby;

ix. A certificate, dated the Closing Date, executed by the Seller, certifying the fulfillment of the conditions set forth in Sections 8(b)(i) and 8(b)(ii) hereof;

x. A joint notice to the Escrow Agent;

xi. Valid certificates or other instruments of title for each automobile or other motor vehicle included in the Assets, with executed assignments or endorsements in blank;

xii. The Security Agreement duly executed by Seller;

xiii. Payoff letters and UCC-3 termination statements with respect to any Liens on the Assets; and

xiv. Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Buyer shall reasonably request, each in form and substance satisfactory to Buyer and its counsel.



b. Prior to or at the Closing, Buyer will deliver to Seller the following, each of which shall be in form and substance satisfactory to Seller and its counsel:

- i. An Assignment and Assumption of the Stations' FCC Licenses;
- ii. Warranty deed to tower property, unless previously conveyed pursuant to paragraph 1(a)(iii).
- iii. An Assignment and Assumption of Leases;
- iv. An Assignment and Assumption of Contracts;
- v. An Assignment and Assumption of IP Rights;
- vi. A joint notice to Escrow Agent;
- vii. Certified copies of the resolutions of the governing body of Buyer authorizing and approving the execution and delivery of this Agreement and each of the other documents to be delivered in connection herewith and authorizing the consummation of the transactions contemplated hereby and thereby;
- viii. A certificate, dated the Closing Date, executed by, certifying the fulfillment of the conditions set forth in Section 8(a)(i) and (ii) hereof; and
- ix. Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Seller shall reasonably request, each in form and substance satisfactory to Seller and their counsel.

#### **10. Survival, Indemnification and Procedure.**

a. The representations and warranties in this Agreement shall survive Closing for a period of one (1) year from the Closing Date at which time they shall expire and be of no further force or effect, except those under this Section 10 that relate to Damages (defined below) for which written notice is given by the indemnified party to the indemnifying party prior to the expiration, which shall survive until resolved. The covenants and agreements in this Agreement shall survive Closing until performed.

b. Date, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from: (i) any breach or default by Seller under this Agreement; or (ii) the business or operation of the Station before Closing.

c. From and after the Commencement Date, Buyer 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 or default by Buyer under this Agreement; or (ii) the Assumed Obligations or the business or operation of the Station after Closing.

d. Procedure. The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties that is subject to indemnification hereunder (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced and provided that such notice is given within the time period described in Section 10. The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel reasonably satisfactory to the parties. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's cost. Notwithstanding anything herein to the contrary, (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of 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 the giving by the claimant 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 concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim.

## **11. Termination.**

a. This Agreement may be terminated by either Buyer or Seller, at any time prior to the Closing, if the party seeking to terminate is not in default or breach of any of its material obligations under this Agreement upon written notice to the other upon the occurrence of any of the following: (i) if the Assignment Application is denied by the FCC and such denial shall have become a Final Order; (ii) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement, or (iii) if the Closing has not occurred within one (1) year after the Execution Date. (iiii) on or prior to the Closing Date, the Buyer breaches any of its material obligations contained herein and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the Seller. In addition, this Agreement may be terminated by Buyer at any time on or prior to the Closing Date if the Seller breaches any of its material obligations contained herein and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the Buyer.

b. Except as set forth in Section 11(c) below, in the event of termination of this Agreement for any reason (other than as a direct result of the gross negligence, willful misconduct or fraud of Seller, in each case, in the absence of Buyer's gross negligence, willful misconduct, fraud or any default or breach by Buyer of any of its material obligations under this Agreement), the Earnest Money Deposit shall be released to Buyer, and Buyer and Seller shall provide joint instructions to the Escrow Agent to consummate such release promptly upon such termination (and in any event, within five (5) business days after any such termination).

c. Upon a termination of this Agreement by Buyer prior to the Closing Date in accordance with Section 11(a) above due to a breach by Seller of any of its material obligations under this Agreement, Buyer shall be entitled to the release of the Earnest Money Deposit, including all interest earned thereon, and Buyer may seek all rights and remedies that it may have in equity or at law.

d. If a material adverse change in revenue occurs between the date of this Agreement and the Closing Date, Buyer may terminate this Agreement by providing written notice to Seller. For purposes of this Agreement, a "Material Adverse Change" shall mean: the failure of Stations to achieve ninety percent (90%) of the **prior year revenues beginning from the start of the initial letter of intent sent on February 14, 2018** from sales made in the ordinary course of business or broadcast cash flow, as set forth in Seller's **2015 Actual**, a copy of which has been provided to Buyer prior to execution of this Agreement, during any 90-day period between the date hereof and the Closing Date.

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

a. Each party shall hold, and shall cause its officers, employees, agents and representatives, including, without limitation, attorneys, accountants, consultants and financial advisors who obtain such information to hold, in confidence, and not use for any purpose other than evaluating the transactions contemplated by this Agreement, any confidential information of another party obtained through the investigations permitted hereunder, which for the purposes hereof shall not include any information which (i) is or becomes generally available to the public other than as a result of disclosure by the party which alleges the information is confidential or its affiliates, (ii) becomes available to a party on a nonconfidential basis from a source, other than the party which alleges the information is confidential or its affiliates, which has represented that such source is entitled to disclose it, or (iii) was known to a party on a nonconfidential basis prior to its disclosure to such party hereunder. If this Agreement is terminated, each party shall deliver, and cause its officers, employees, agents, and representatives, including, without limitation, attorneys, accountants, consultants and financial advisors who obtain confidential information of another party pursuant to investigations permitted hereunder to deliver to such other party all such confidential information that is written (including copies or extracts thereof), whether such confidential information was obtained before or after the Execution Date.

b. If a party or a person to whom a party transmits confidential information of another party is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, criminal or civil investigative demand or similar process) to disclose any of such confidential information, such party or person will provide the other applicable party with prompt written notice so that such party may seek a protective order or other appropriate remedy or waive compliance with Section 13(a). If such protective order or

other remedy is not obtained, or if the applicable party waives compliance with Section 13(a), the party subject to the request will furnish only that portion of such confidential information which is legally required and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded such confidential information.

**13. Notices.** All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery (or refusal thereof), or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Buyer, to:

Jennings County Promotion Partners, LLC  
16 West Main Street  
PO Box 552  
North Vernon, IN 47265  
Attn: John D. Gay

with a copy (which shall not  
constitute notice)

*Local Attorney* – John D. Gay  
16 West Main Street, PO Box 552  
North Vernon, IN 47265

If to Seller, to:

Mr. and Mrs. Tom Taylor  
P.O. Box 728  
North Vernon, IN 47265

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

*Local Attorney* – Bradley K. Kage  
814 South State Street, PO Box 328  
North Vernon, IN 47265

**14. Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.



15. **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or any other provisions hereof, unless such a construction would be unreasonable.

16. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. This Agreement may be executed and exchanged by facsimile transmission or electronic mail, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation of a contract and each such party forever waives any such defense.

17. **Expenses.** Except as otherwise set forth herein, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. All federal, state, local and other transfer and sales taxes applicable to, imposed upon or arising out of the transfer to Buyer of the Assets as contemplated hereby shall be paid according to local law and custom.

18. **Risk of Loss.** Subject to the terms of the TBA, Seller shall bear the risk of any casualty loss or damage to any of the Station Assets prior to the Commencement Time. Seller shall be responsible for repairing or replacing (as appropriate under the circumstances) any lost or damaged Asset (the "*Damaged Asset*") unless such Damaged Asset was obsolete and unnecessary for the continued operation of the Stations consistent with Seller's past practice and the FCC Licenses. If Seller is unable to repair or replace a Damaged Asset by the date on which the Closing would otherwise occur under this Agreement, then the proceeds of 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.

19. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party.

**20. Entire Agreement.** This Agreement, and the exhibits attached hereto, supersede all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

***[Signatures on Following Page]***

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

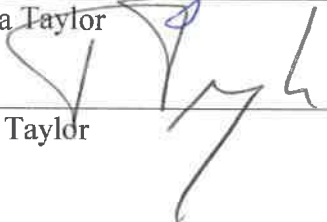
**Buyer:**

**JENNINGS COUNTY PROMOTION PARTNERS, LLC**

By:   
John D. Gay, Manager

**Seller:**

By:   
Diana Taylor

By:   
Tom Taylor

List of Exhibits

Exhibit A  
Exhibit B

Escrow Agreement  
Form of Real Property Leases

SCHEDULE 1

Tangible Personal Property List

SCHEDULE 2

LICENSES, PERMITS AND OTHER GOVERNMENTAL AUTHORIZATIONS

AM License Facility ID#  
FM Translator License Facility ID#  
Remote Pickup License #  
Studio Transmitter Link (STL) License #  
others

SCHEDULE 3

Real Property and Leasehold Interests

SCHEDULE 4

Excluded Assets

SCHEDULE 5

Employees

SCHEDULE 6

Contracts

*(examples include: westwood 1, premiere, dial global, cumulus, network indiana, etc)*

  
\_\_\_\_\_  
T.T.

  
\_\_\_\_\_  
D.T.

  
\_\_\_\_\_  
J.G.

SCHEDULE 7

Intellectual Property

SCHEDULE 8

Litigation

SCHEDULE 9

Environmental Matters

SCHEDULE 10

Trade or Barter Agreements