

## **ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 8<sup>th</sup> day of December, 2008 by and between **Magnum Radio, Inc.**, a Wisconsin corporation ("Buyer" or "MRI") and **White Eagle Partnership**, a Wisconsin Partnership ("Seller" or "WEP").

### **Recitals**

WHEREAS Seller is the Licensee of Class A low power TV Station **KQEG-CA, La Crescent, Minnesota**, and Low Power TV station **W45CF, Elk Mound, WI** (the "Stations") as set forth on the attached addendum "A"; and

WHEREAS, Buyer wishes to Purchase the Stations; and

WHEREAS, Prior FCC approval for the transactions contemplated hereunder is required.

### **Agreement**

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Assets to be Conveyed.** Subject to the conditions contained herein, Seller agrees to assign and Buyer agrees to purchase the Stations Licenses and all their Assets as set forth in the attached Addendum B. Seller's cash on hand and in its accounts shall be excluded from the Assets to be conveyed.
2. **Purchase Price.** The Total Purchase Price for the Licenses and Assets and the method of payment are set forth on Addendum C hereto.
3. **Closing.** Closing shall occur within five (5) days after initial FCC approval of the Assignment Application as defined herein at a location and in a manner mutually agreeable to the parties. In the event that Closing is delayed until after June 30, 2009, (the Outside Closing Date) either Party, upon 10 days' notice to the other, may terminate this Agreement without further obligation to the other party.
4. **Application.** Within five (5) days after the execution of this Agreement the parties shall jointly file an Application for Assignment of the Stations and their Assets with the FCC (the "Assignment Application"). The Parties shall cooperate in all filings necessary to obtain the FCC's approval and to consummate the proposed transaction.
5. **Exclusivity and Confidentiality.** The parties agree that from the date hereof until the Outside Closing Date hereunder, neither party nor any of its officers, directors, shareholders, partners, employees, agents or representatives will seek to transfer or sell to, or entertain any offers to buy the Stations from third parties. Further, the

parties agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.

6. FCC Qualifications. Buyer represents, warrants and covenants that it is qualified to be a Commission licensee and to hold the FCC authorizations which are the subject of this Agreement.
7. Corporate Organization and Authority. Seller and Buyer respectively represent and warrant that they are now, and on the Closing Date will be, entities duly organized, validly existing, and permitted to carry on the business of the Stations as presently conducted under the laws of their respective jurisdictions, and in the jurisdiction where the Stations are located. Seller and Buyer each have the requisite power and authority to own and operate the Stations and to execute, deliver and perform the transactions and the other documents contemplated in this Agreement. The execution, delivery and performance of this Agreement and the documents to be executed pursuant hereto have been duly authorized and approved by all necessary partnership action of Seller and corporate action of Buyer and do not require any further authorizations or consents. The Agreement and the documents to be executed pursuant hereto are legal, valid and binding agreements of Seller and Buyer in accordance with their respective terms.
8. Condition Precedent to Closing. It shall be a condition precedent to Closing that Buyer shall have entered into a lease for the KQEG-CA transmitter site for tower space on terms satisfactory to Buyer. In the event that Buyer is unable to acquire the aforesaid lease, this Agreement shall be terminable at Buyer's option, without fault, and Buyer's Deposit shall be returned.
9. Transfer Fees and Taxes. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments, FCC and engineering fees associated with the purchase of the License.
10. Indemnification.
  - 10.1. Following the Closing, Seller shall indemnify, defend and hold harmless Buyer with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon or incurred by Buyer directly or indirectly relating to or arising out of: (i) the breach by Seller of any of its or her representations or warranties that survive the Closing, or failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement that survive the Closing; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Stations prior to the Closing.

10.2. Following the Closing, Buyer shall indemnify, defend and hold Seller harmless with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Seller directly or indirectly relating to or arising out of: (i) the breach by Buyer of any of its representations, warranties, or failure by Buyer to perform any of its covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Stations as conducted by Buyer subsequent to the Closing.

10.3. If either party hereto (the “Indemnatee”) receives notice or otherwise obtains knowledge of any matter with respect to which another party hereto (the “Indemnifying Party”) may be obligated to indemnify the Indemnatee under this Section 10(c), then the Indemnatee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnatee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided such counsel is reasonably satisfactory to the Indemnatee. If the Indemnifying Party elects to assume the defense of such matter, then (i) notwithstanding anything to the contrary herein contained, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnatee against any such matter following the Indemnifying Party’s election to assume the defense of such matter, (ii) the Indemnatee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (iii) the Indemnifying Party shall keep the Indemnatee informed of all material developments and events relating to such matter, and (iv) the Indemnatee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent.

11. Seller's Remedies. The parties hereto understand and agree that the damages to Seller as a result of Buyer's failure to consummate this Agreement would be difficult to ascertain with any degree of precision. Accordingly, in the event this Agreement is not consummated by reason of a default on the part of Buyer in material breach of Buyer's covenants, warranties and representations, or other obligations under this Agreement, Seller shall retain the Escrow Deposit as liquidated damages.

12. Buyer's Remedies. The parties mutually understand and agree that the assets and property to be transferred pursuant to this Agreement are unique and cannot readily be purchased on the open market. For that reason, in the event Seller fails to consummate this Agreement, and such failure is by reason of a default of Seller in material breach of Seller's obligations under this Agreement, the rights of Buyer under this Agreement, as well as the obligations of Seller, shall be enforceable by decree of specific performance, subject to Commission consent.

13. Broker Fee. Buyer shall pay Broker's fee within ten (10) days after Closing as defined herein.
14. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of Wisconsin. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Wisconsin. This Agreement may be executed in counterparts.

**THE NEXT PAGE IS THE SIGNATURE PAGE**

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

**Magnum Radio, Inc.,**  
1021 North Superior Avenue Suite 5  
Tomah, Wisconsin 54660

By: 

David R. Magnum, President

**White Eagle Partnership**  
505 King Street, Suite 221  
La Crosse, WI 54601

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

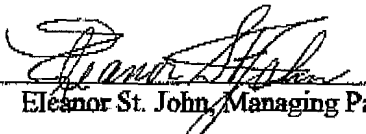
Eleanor St. John, Managing Partner

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David R. Magnum, President

**White Eagle Partnership**  
505 King Street, Suite 221  
La Crosse, WI 54601

By:  \_\_\_\_\_  
Eleanor St. John, Managing Partner

By:  \_\_\_\_\_  
Richard Wilson, Partner