

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is dated as of November 4, 2015 (this "Agreement"), by and between EDGEWATER BROADCASTING, INC., an Idaho non-profit corporation ("EB"), and STATE OF WISCONSIN – EDUCATIONAL COMMUNICATIONS BOARD, an agency of the State of Wisconsin ("WECB").

WITNESSETH:

WHEREAS, EB is the licensee of FM translator station W262AX in Marshfield, Wisconsin (FIN: 155297) (the "Station") pursuant to the license in FCC File No. BLFT-20070618AAH (the "License");

WHEREAS, on the terms and conditions described herein and subject to the approval of the Federal Communications Commission ("FCC"), WECB desires to acquire and EB desires to sell and assign certain assets and the License associated with the Station.

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), EB shall sell, assign and transfer to WECB, and WECB shall purchase, assume and receive from EB, the following Station assets (collectively, the "Assets"), which are held by EB: The License and other authorizations, including the authorizations issued by the FCC, the Federal Aviation Administration (the "FAA"), if any, and any other federal, state or local governmental authorities in connection with the conduct of the business or operations of the Station (collectively, the "Authorizations"), as listed in Schedule 1 to this Agreement.

(b) The Assets shall be transferred to WECB free and clear of all liens, claims and encumbrances. Except as expressly set forth herein, WECB is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of EB of any kind, absolute or contingent, known or unknown, specifically including, without limitation, any liability, obligation or with respect to termination thereof, and the execution and performance of this Agreement shall not render WECB liable for any such liability, obligation, undertaking, expense or agreement. All of such liabilities and obligations shall be referred to herein as the "EB Retained Liabilities."

(c) The following assets and associated liabilities relating to the business of the Station shall be retained by EB and shall not be sold, assigned or transferred to WECB (the "EB Excluded Assets");

(i) Cash on hand and in banks (or their equivalents) and accounts receivable arising out of the operation of the Station prior to Closing;

(ii) All rights of EB under all contracts, leases and agreements, including contracts of insurance and insurance proceeds of settlement and insurance claims made by EB;

(iii) All deposits and all prepaid expenses and taxes; and

(iv) EB's corporate records.

2. **Purchase Price.**

(a) **Purchase Price.** Upon the terms and subject to the conditions contained in this Agreement and in consideration of the sale of the Assets to WECB, the Purchase Price for the Assets shall be Twenty-Four Thousand Five-Hundred Dollars (\$24,500.00).

(b) **Deposit.** Concurrently with the execution hereof WECB shall pay to EB a deposit in the amount of Two Thousand Five-Hundred Dollars (\$2,500.00) (the "**Deposit**") for the Assets. The remaining purchase price balance of Twenty-Two Thousand Dollars (\$22,000.00) shall be paid by WECB to EB on the Closing Date (defined below). The payments shall be made by check, wire transfer or other mutually agreeable means. Should this Agreement be terminated prior to the Closing Date, the Deposit shall be distributed as set forth in Section 11 below.

3. **FCC Consent; Assignment Application; Modification Application.**

(a) At the earliest mutually agreeable date, but not later than five (5) business days after the date of this Agreement, WECB and EB shall execute, file and vigorously prosecute an application with the FCC (the "**Assignment Application**") requesting its consent (the "**FCC Consent**") to the assignment from EB to WECB of the License. WECB and EB shall take all reasonable steps to cooperate with each other and with the FCC to secure such FCC Consent without delay, and to promptly consummate this Agreement in full.

(b) An application shall also be filed to modify the License to include a channel change and to specify a transmitter site and operating parameters of WECB's choice (the "**Modification Application**"). EB consents to WECB filing the Modification Application from WECB's CDBS account and in WECB's name. Alternatively, EB agrees, at WECB's election, to file the Modification Application from its own CDBS account and in EB's name. WECB shall pay all expenses incurred in the preparation, filing, and prosecution of the Modification Application. FCC approval of the Modification Application to WECB's satisfaction is a condition to Closing. The Modification Application shall propose a one-bay antenna, but WECB is prepared to use a two-bay antenna if required for grant by the FCC.

4. **Closing Date; Closing Place.** The closing (the "**Closing**") of the transactions contemplated by this Agreement shall occur on a date (the "**Closing Date**") which shall be no later than ten (10) days following the date on which the FCC Consent shall have become a Final Order (as hereinafter defined). For purposes of this Agreement, the term "**Final Order**" means action by the FCC consenting to an application which 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 email or in such other manner as mutually agreed upon by the parties.

5. **Representations and Warranties of EB.** EB hereby makes the following representations and warranties to WECB which shall be true as of the date hereof and on the Closing Date:

(a) EB is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Idaho. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by EB and no other proceedings on the part of EB are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement and any ancillary documents and/or instruments to be executed and delivered hereunder (the "Transaction Documents") have been and will be duly and validly executed and delivered by EB and constitute and will constitute the legal, valid and binding agreement of EB enforceable in accordance with their 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 EB will not (i) conflict with or result in any breach of any provision of the articles of incorporation or by-laws of EB, or (ii) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(c) There is a broker or finder fee in connection with this Agreement and/or the transactions contemplated hereby as a result of this agreement, understanding or action by EB. EB is solely responsible for and agrees to pay Roger Rafson of CMS Station Brokerage a broker fee.

(d) There is no litigation, proceeding or governmental investigation pending or to the knowledge of EB, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to EB, or the Station that could prevent or materially impede the consummation by EB of the transactions contemplated by this Agreement.

(e) No event has occurred which could impose on EB any liability for any taxes, penalties or interest due or to become due from EB from any taxing authority.

(f) No representation or warranty made by EB 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 WECB.

(g) EB is the holder of the License. The License is in full force and effect and has not been revoked, suspended, canceled, rescinded or terminated and has not expired. There is not pending any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify the License. There is no order to show cause, notice of violation, notice of

apparent liability or notice of forfeiture or complaint pending or, to EB's knowledge, threatened against EB or the License by or before the FCC. EB has good and marketable title to the License and the Assets, free and clear of Liens.

6. **Representations and Warranties of WECB.** WECB hereby makes the following representations and warranties to EB which shall be true as of the date hereof and on the Closing Date:

(a) WECB is a non-profit state agency, duly organized, validly existing and in good standing under the laws of the State of Wisconsin. WECB has the requisite organizational 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 WECB and no other proceedings on the part of WECB are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. The Transaction Documents have been and will be duly and validly executed and delivered by WECB and constitute and will constitute the legal, valid and binding obligation of WECB enforceable in accordance with their 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 WECB will not require the consent or approval of any lending institution or other third party other than the FCC Consent.

(c) No representation or warranty made by WECB 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 EB.

7. **EB Covenants.** EB covenants with WECB that, between the date hereof and the Closing Date, it shall act in accordance with the following:

(a) EB shall operate the Station in material compliance with applicable law, including the Communications Act and the rules, regulations and policies of the FCC.

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

(a) The performance of the obligations of WECB hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) EB 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 EB prior to or as of the Closing Date;

(ii) The representations and warranties of EB 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 become a Final Order, unless WECB waives the Final Order requirement;

(iv) 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;

(v) There shall not be any liens on the Assets; and

(vi) The Modification Application shall have been granted by the FCC with technical specifications and conditions acceptable to WECB.

(b) The performance of the obligations of EB hereunder is subject to the satisfaction of each of the following express conditions precedent:

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

(ii) The representations and warranties of WECB 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.

9. **Closing Deliveries.**

(a) At the Closing, EB will execute and deliver to WECB the following, each of which shall be in form and substance satisfactory to WECB and its counsel:

(i) An Assignment and Assumption of the Authorizations, form attached as Schedule 2;

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

10. **Indemnification.**

(a) The several representations and warranties of EB and WECB contained in or made pursuant to this Agreement shall expire on the date that is one (1) year after the Closing Date.

(b) EB agrees to indemnify WECB for any post-closing breach of any warranty, representation, agreement or obligation contained herein. EB agrees to hold harmless WECB, its officers, agents and employees from and against any and all liabilities, losses, damages and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with any breach by EB of any warranty, representation, agreement or obligation contained herein.

(c) WECB agrees to hold harmless EB, its officers, agents and employees from and against any and all liabilities, losses, damages and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with any breach by WECB of any warranty, representation, agreement or obligation contained herein, where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of WECB while acting within the scope of their employment where protection is afforded by SS. 893.82 and 895.46(1) of the Wisconsin Statutes.

11. **Termination.**

(a) This Agreement may be terminated by either WECB or EB, 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, on or prior to the Closing Date, the other party 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 non-breaching party; or (ii) if the Assignment Application is designated for hearing or denied by Final Order; or (iii) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement; or (iv) if the Closing has not occurred within one year of the date the Assignment Application is filed with the FCC. Upon termination under Section 11(a)(ii), Section 11(a)(iii), or Section 11(a)(iv), the Deposit shall be returned to WECB.

(b) This Agreement may be terminated by mutual written consent of the Buyer and Seller. Upon termination under this Section 11(b), the Deposit shall be returned to WECB.

(c) Upon termination under Section 11(a)(i) due to breach by WECB of its material obligations under this Agreement, EB shall be entitled to retain the Deposit as liquidated damages as EB's exclusive remedy. EB acknowledges that its damages in the event of termination of this Agreement due to WECB's breach would be difficult to determine and that the Deposit is a reasonable and satisfactory substitution for the amount such damages. If this Agreement is terminated pursuant under Section 11(a)(i) due to breach by EB of its material obligations under this Agreement, the Deposit shall be returned to WECB, and WECB may, in lieu of accepting the return of the Deposit and the right to bring suit for damages to recover any and all expenses incurred by Buyer in the negotiation and prosecution of the transactions contemplated by this Agreement, bring an action for specific performance.

12. **Specific Performance.** The parties recognize the uniqueness of the Station and the Assets, Authorizations, and attributes that are associated with the Station, and for that reason

agree that WECB shall have the right to specific performance of this Agreement upon default of EB.

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 EB, to:

Edgewater Broadcasting, Inc.
160 Gooding Street West
Twin Falls, Idaho 83301
Attention: Clark Parrish
Phone:
Email:

If to WECB, to:

Wisconsin Educational Communications Board
3319 W. Beltline Highway
Madison, WI 53713-4296
Attention: Terry Baun
Phone: 608-264-9746
Email: terry.baun@ecb.org

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

Barry S. Persh
Gray Miller Persh LLP
1200 New Hampshire Ave., NW #410
Washington, DC 20036
Phone: 202-776-2458
Email: bpersh@graymillerpersh.om

14. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin, without giving effect to the choice of law principles thereof.

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 signed and exchanged by facsimile or email (PDF) transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

17. **Expenses.** 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. For the avoidance of doubt, WECB shall have no responsibility for and EB shall be solely responsible for the payment of any broker fee to Roger Rafson of CMS Station Brokerage.

18. **Risk of Loss.** The risk of any loss, taking, condemnation, damage or destruction of or to any of the Assets related to the Station (each, an "*Event of Loss*") on or prior to the Closing Date shall be upon the party then owning such assets and the risk of any Event of Loss subsequent to the Closing Date shall be upon the party acquiring such assets.

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, which consent shall not be unreasonably withheld or delayed.

20. **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.

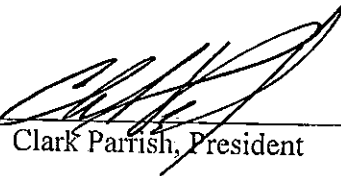
21. **Entire Agreement.** This Agreement, and the Exhibits and Schedules attached hereto, supersede all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of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

THE NEXT PAGE IS THE SIGNATURE PAGE

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

EDGEWATER BROADCASTING, INC.

By: _____



Clark Parrish, President

**STATE OF WISCONSIN - EDUCATIONAL
COMMUNICATIONS BOARD**

By: _____



GENE PURCELL
EXECUTIVE DIRECTOR

SCHEDULE 1

Authorizations

CALL SIGN	LOCATION	FAC ID	FILE NUMBER	EXPIRATION DATE
W262AX	Marshfield, WI	155297	BLFT-20070618AAH	December 1, 2020

SCHEDULE 2

Form Assignment and Assumption of Authorizations

ASSIGNMENT AND ASSUMPTION OF FCC AUTHORIZATIONS

THIS ASSIGNMENT AND ASSUMPTION OF FCC AUTHORIZATIONS (the "Assignment") is made as of _____ by and between EDGEWATER BROADCASTING, INC. ("Assignor") and STATE OF WISCONSIN – EDUCATIONAL COMMUNICATIONS BOARD ("Assignee"). Capitalized terms used herein and not defined shall have the respective meanings set forth in the Purchase Agreement (defined below).

WHEREAS, this Assignment is made pursuant to that certain Asset Purchase Agreement dated as of _____, 2015 (the "Purchase Agreement"), between Assignee and Assignor and with respect to the purchase and sale of FM translator station W262AX, FCC Facility ID No. 155297, Marshfield, Wisconsin (the "Station");

WHEREAS, Assignor holds all licenses, construction permits and other authorizations issued by the FCC with respect to the Station, including any applications therefor, together with any renewals, extensions or modifications thereof and additions thereto or applications therefor (the "FCC Authorizations") for the Station; and

WHEREAS, the FCC has granted its consent to the assignment of the FCC Authorizations with respect to the Station from Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, and pursuant to the Purchase Agreement, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases and accepts, all of the right, title and interest of Assignor in and to the FCC Authorizations issued to Assignor with respect to the Station and as specified in Exhibit 1 attached to this Assignment, pursuant to the terms of the Purchase Agreement.

2. Further Assurances. Assignor and Assignee hereby agree, from and after the date hereof, without further consideration, upon the request of either party or its respective successors and assigns, to execute and deliver (or cause to be executed and delivered) such other documents and to take or cause to be taken such other actions as such requesting party or its successors may reasonably require in order to give effect to the assignment and transfer of the FCC Authorizations contemplated by this Assignment and to obtain the full benefit of this Assignment and the parties' rights and obligations hereunder.

3. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF OR ANY OTHER PRINCIPLE THAT COULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

4. Conflicts. This Assignment is executed and delivered pursuant to the Purchase Agreement. This Assignment may not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement, and in the

event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement will control.

5. Counterparts. This Assignment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of FCC Authorizations to be duly executed as of the day and year first written above.

ASSIGNOR:

EDGEWATER BROADCASTING, INC.

By:_____

Name: Clark Parrish

Title: President

ASSIGNEE:

STATE OF WISCONSIN – EDUCATIONAL
COMMUNICATIONS BOARD

By:_____

Name:

Title:

Exhibit 1 to Assignment and Assumption of FCC Authorizations

<u>Authorization</u>	<u>FCC File No.</u>	<u>Grant Date</u>	<u>Expiration Date</u>
W262AX License	BLFT-20070618AAH	07/24/2007	12/01/2020
W262AX Minor Change to License Application			