

**AGREEMENT TERMS and CONDITIONS FOR THE SALE OF REAL ESTATE**  
**Schedule B to Radio Station Assets Purchase Agreement**

1. These terms and conditions are incorporated by references in the Radio Station Assets Purchase Agreement between **Seven-Thirty Broadcasters, Inc.** called " Seller ," and **Route 81 Radio, LLC** called "Buyer."

2. **PROPERTY** Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:

ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as: **1540 West Main Street**, containing 12 acres more or less, in the **Township of Plymouth, County of Luzerne** in the **Commonwealth of Pennsylvania**, as recorded in **Deed Book 1861, Page 852**, and recorded by the Recorder of Deeds for said county on or about July 23, 1975.

**AND**

ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as: **84 South Prospect Street**, in the **City of Nanticoke, County of Luzerne** in the **Commonwealth of Pennsylvania**, as recorded in **Deed Book 2027, Page 769**, and recorded by the Recorder of Deeds for said county on or about September 3, 1980.

3. **TERMS** as provided in the Radio Station Assets Purchase Agreement into which this schedule is incorporated by reference. In the event of any conflict in terms between this Schedule and said agreement, the Radio Station Assets Purchase Agreement shall control.

**4. FIXTURES AND PERSONAL PROPERTY**

(A) INCLUDED in this sale the purchase price are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans ); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; window covering hardware, shades and blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated and all trade fixtures of any kind.

(C) EXCLUDED fixtures and items:

**NONE**

**5. DATES/TIME FOR CLOSING**

(A) The said date for settlement and all other dates and times referred to for the performance of any of the obligations of this Agreement are agreed to be controlled by the dates and conditions as set forth in the Radio Station Assets Purchase Agreement.

**6. INSPECTIONS**

(A) Seller agrees to permit inspections at reasonable times by authorized appraisers, reputable certifiers, insurer's representatives, surveyors, municipal officials and/or Buyer as may be required by the mortgage lender, if any, or insuring agencies. Seller further agrees to permit any other inspections required by or provided for in the terms of the Radio Station Assets Purchase Agreement. Buyer's appointed representative has the right to attend all inspections.

- (B) Buyer reserves the right to make a pre-settlement walk-through inspection of the Property. Buyer's right to make this inspection is not waived by any other provision of the Agreement
- (C) Seller will have heating and all utilities (including fuel(s)) on for the inspections.

## **7. STATUS OF SEWER**

- (A) Seller represents that the Property is served by Public Sewer.

## **8. NOTICES, ASSESSMENTS & CERTIFICATES OF OCCUPANCY**

- (A) Seller represents, as of Seller's execution of the Radio Station Assets Purchase Agreement, that no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain uncorrected, and that Seller knows of no condition that would constitute violation of any such ordinances which remains uncorrected;

- (B) Seller knows of no other potential notices (including violations) and assessments; and

- (C) In the event any notices (including violations) and assessments are received after execution of the Agreement and before settlement, Seller will notify Buyer in writing, within 15 DAYS of receiving the notice or assessment, that Seller will:

1. Comply with notices and assessments at Seller's expense, in which case Buyer accepts the Property, OR

2. Not comply with notices and assessments at Seller's expense.

3. If Seller chooses not to comply with notices and assessments, or fails within the time given to notify Buyer if Seller will comply, Buyer will notify Seller within 15 DAYS in writing that Buyer will either:

- a. Comply with the notices and assessments at Buyer's expense and deduct the costs from any amounts due Seller at settlement, OR
- b. Terminate this Agreement, in which case all deposit monies paid on account the Radio Station Assets Purchase Agreement will be returned promptly to Buyer and the Agreement will be VOID.

- (D) If required by law, within 20 DAYS of the execution of this Agreement Seller will order for delivery to Buyer, on or before settlement:

1. A certification from the appropriate municipal department or departments disclosing notice of any uncorrected violation of zoning, housing, building, safety or fire ordinances, AND/OR
2. A certificate permitting occupancy of the Property. In the event repairs/improvements are required for the issuance of the certificate, Seller will, within 20 DAYS of Seller's receipt of the requirements, notify Buyer of the requirements and whether Seller will make the required repairs/improvements at Seller's expense.

If Seller chooses to make the required repairs/improvements, Buyer agrees to accept the Property as repaired. If Seller chooses not to make the required repairs/improvements, after notification by Seller, Buyer will, within 20 DAYS, notify Seller in writing of Buyer's choice to terminate the Radio Station Assets Purchase Agreement OR make the repairs/improvements at Buyer's expense, deducting such costs from any amounts due Seller at Closing on the Radio Station Assets Purchase Agreement . If Seller denies Buyer permission to make the required repairs or if Seller fails to respond within the time given, Buyer may at it's sole option, accept the premises as is and hold Seller responsible for Buyer's reasonable damages incurred OR terminate the Radio Station Assets Purchase Agreement in writing, in which case all deposit monies paid on account of purchase price for the Radio Station Assets Purchase Agreement, including accrued interest, will be returned promptly to Buyer and the Radio Station Assets Purchase Agreement will be VOID.

## **9. TITLE & ZONING CLASSIFICATION**

(A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements as further set forth in Section 3.1 of the Radio Station Assets Purchase Agreement.

## **10. POSSESSION**

(A) Possession is to be delivered by deed, keys and:

1. Physical possession to vacant Property free of debris, with all structures broom-clean, at day and time of closing on the the Radio Station Assets Purchase Agreement, AND

(B) Seller will not enter into any leases for the Property without the written consent of Buyer.

## **11. REPRESENTATIONS**

All of Sellers representations, assurances and warranties provided for assets as set forth in the Radio Station Assets Purchase Agreement shall apply to the real estate scheduled herein.

**12. AGREEMENTS INTERDEPENDENT** Neither party shall be obligated to consummate the purchase and sale of the Real Property unless and until the transaction contemplated in the Radio Station Assets Purchase Agreement closes, it being understood and agreed that the two transactions are interdependent and are to be closed simultaneously.