

ASSET PURCHASE AGREEMENT
BETWEEN
WPW BROADCASTING, INC.
AND
GENDREAU BROADCAST LLC
OCTOBER 31, 2017

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("**Agreement**") is made as of October 31, 2017 by and among GENDREAU BROADCAST LLC, an Iowa limited liability company ("**Buyer**") and WPW Broadcasting, Inc. d/b/a Prairie Radio Communications, an Illinois corporation ("**Seller**").

RECITALS

A. Seller is the owner of and holds licenses issued by the Federal Communications Commission ("**FCC**") for the operation of AM Broadcast Radio Station KCLN 1390 AM (FCC Facility ID 33055) ("**Station 1390(AM)**") and FM Broadcast Radio Station KMCN 94.7 FM (FCC Facility ID 33054) ("**Station 94.7(FM)**") (each a "**Station**" and together the "**Stations**") located in and licensed to serve the community of Clinton, Iowa.

B. Subject to the terms and conditions herein, and subject to the consent of the FCC to the assignment of the Licenses (as defined below) from Seller to Buyer (the "**FCC Approval**"), Seller desires to sell the Stations to Buyer, and Buyer desires to purchase the Stations from Seller.

C. Concurrently with the execution of this Agreement, the parties shall enter into a local marketing or "time brokerage" agreement in the form of Exhibit A attached hereto ("**LMA**").

D. Seller owns and uses the premises commonly known as 1853 442nd Ave., Clinton, Iowa (the "**Real Property**") in the operation of the Stations. Concurrently with the execution of this Agreement, the parties will enter into a Real Estate Purchase and Sale Agreement in the form of Exhibit B attached hereto (the "**Real Estate Purchase Agreement**"), pursuant to which Seller will sell the Real Property to Buyer, and Buyer will purchase the Real Property from Seller. The closing of the transactions contemplated by the Real Estate Purchase Agreement will occur concurrently with the closing of the transactions contemplated by this Agreement.

E. Concurrently with the execution of this Agreement, the parties will enter into an escrow agreement in the form of Exhibit C attached hereto (the "**Escrow Agreement**"). Buyer will deposit \$5,000.00 as earnest money to be held by Buyer's attorney pursuant to the terms and conditions of the Escrow Agreement.

F. This Agreement, the LMA, the Real Estate Purchase Agreement and the Escrow Agreement are hereinafter referred to as "**Transaction Agreements**".

G. NOW THEREFORE, in consideration of the representations, warranties and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assets.

1.1. **Purchased Assets.** Subject to the terms and conditions set forth herein, Seller shall sell, transfer, convey, assign and deliver to Buyer all of Seller's rights in the following assets to the extent used in the operation of the Stations ("**Purchased Assets**"):

- A. The furniture, fixtures, and equipment set forth on Schedule 1.1A;
- B. The contracts, leases and agreements set forth on Schedule 1.1B ("**Assigned Contracts**");
- C. The telephone numbers, facsimile numbers, e-mail addresses, and website addresses set forth on Schedule 1.1C;
- D. The trade names and trademarks set forth on Schedule 1.1D;

- E. Any prepaid expenses or security deposits as set forth on Schedule 1.1E;
- F. The tower(s) described on Schedule 1.1F;
- G. The licenses for the Stations issued by the FCC attached as Schedule 1.1G (the "**Licenses**");
- H. The following call letters: KMCN and KCLN;
- I. Customer information (to the extent such customer information relates solely the Stations. If such customer information also relates to Seller's other stations, then Seller grants to Buyer a non-exclusive license to use such customer information as needed to operate the Stations); and
- J. All goodwill of the Stations.

1.2. Excluded Assets. Notwithstanding Section 1.1, the following assets of Seller shall be excluded ("**Excluded Assets**") from the Purchased Assets and are not being sold hereunder:

- A. Any cash and cash equivalents;
- B. Any prepaid expenses and security deposits (except as set forth on Schedule 1.1E);
- C. Any accounts receivables and the proceeds therefrom;
- D. All real property other than the Real Property under the Real Estate Purchase Agreement;
- E. Seller's minute books and stock records;
- F. Any assets used in the operation of Seller's other stations; and
- G. Any assets not set forth expressly set forth in Section 1.1.

2. Purchase Price.

2.1. Amount. The purchase price for the Purchased Assets ("**Asset Purchase Price**") shall be \$240,000.00. The purchase price for the Real Property under the Real Estate Purchase Agreement ("**Real Property Purchase Price**") shall be \$110,000.00. The Asset Purchase Price and the Real Property Purchase Price shall collectively total \$350,000.00 (the "**Purchase Price**"). Buyer shall pay the Asset Purchase Price to Seller at the Closing (defined below), and the Buyer shall pay the Real Property Purchase Price to Seller at the Closing.

2.2. Manner of Payment. The Purchase Price payment shall be made by wire transfer when due. Unless otherwise instructed by Seller, all payments shall be made according to the written instructions to be provided by Seller to Buyer.

2.3. Allocation of Purchase Price. The Purchase Price shall be allocated for tax purposes among the Purchased Assets as determined by the Buyer in accordance with applicable tax law and subject to the review of Seller. Each party shall file all tax returns and make other filings consistent with such determination.

2.4. **Closing Statement.** As of Closing (as defined herein), the parties will prepare in good faith a closing statement (“**Closing Statement**”) that will set forth expenses, costs, payables, receivables, prepaid amounts, security deposits and other miscellaneous items that will need to be allocated among the parties. Such allocation shall be made consistent with this Agreement, industry custom, and the principal that Buyer is responsible for items accruing prior to Closing and Seller is responsible for items accruing after Closing. At Closing, the parties will true up and net the amounts set forth on the Closing Statement, and the applicable party will pay the other party the appropriate true up or net amounts.

3. **Liabilities.**

3.1. **Assumed Liabilities.** Subsequent to the Closing, Buyer shall assume and satisfy when due, and indemnify the Seller from, the following liabilities and obligations of the Seller (“**Assumed Obligations**”):

- A. Any obligations which arise on or subsequent to Closing under the Assigned Contracts; and
- B. Any obligations and liabilities which arise on or subsequent to Closing related to the operation of the Stations.

3.2. **Retained Liabilities.** Buyer shall retain the following liabilities and obligations:

- A. All liabilities and obligations which arose prior to Closing under the Assigned Contracts; and
- B. Any obligations and liabilities which arose prior to Closing related to the operation of the Stations.

4. **Accounts Receivable**

4.1. **Pre-Closing Accounts Receivable.** For sixty (60) days following Closing, Buyer shall assist and cooperate with Seller in Seller’s effort to collect its pre-Closing accounts receivable, if any, related to the Stations. In the event that the Buyer shall receive any payments in connection with such pre-Closing accounts receivable, Buyer shall promptly pay such payments to Seller.

4.2. **Post-Closing Accounts Receivable.** For sixty (60) days following Closing, Seller shall assist and cooperate with Buyer in Buyer’s effort to collect its post-Closing accounts receivable related to the Stations. In the event that the Seller shall receive any payments for such post-Closing accounts receivable, Seller shall promptly pay such payments to Buyer.

5. **Buyer’s Representations and Warranties.** Buyer represents and warrants to Seller as of the date hereof and as of the Closing:

5.1. **Authority.** Buyer has the requisite power and authority to enter into and perform this Agreement and the other Transaction Agreements, and all necessary corporate actions have been taken in order for the Buyer to carry out its obligations hereunder. Buyer is a limited liability company formed in Iowa and is in good standing.

5.2. **No Conflicts.** The execution and delivery and performance by Buyer of this Agreement and the other Transaction Agreements will not conflict with or result in a breach, default, or violation of Buyer’s organizational documents, or any judgment, order or decree of any court or arbiter to which Buyer, Buyer’s Manager or Buyer’s Owner (as defined below) is

bound, or any contract or agreement to which Buyer, Buyer's Manager or Buyer's Owner or their assets are bound.

- 5.3. Enforceability.** This Agreement and the other Transaction Agreements constitute the valid and binding obligation of Buyer, and is enforceable against Buyer in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, creditors' rights and other similar laws
- 5.4. Compliance with Applicable Laws.** The business of Buyer has been and is being conducted in compliance with all applicable laws, rules, regulations, ordinances, judgments and decrees, including but not limited to laws related to employees, health, safety and the environment.
- 5.5. Ownership.** Brad Gendreau ("Buyer's Owner") is and will be the sole member and sole manager of Buyer as of Closing and no other party has any equity or ownership interest in Buyer
- 5.6. Litigation.** Since June 1, 2015, there has been no and currently there is no legal action, suit, arbitration, or other legal, administrative or governmental proceeding pending, or to the knowledge of Buyer or Buyer's Owner, threatened against or relating to Buyer or Buyer's Owner at law, in equity, or before any governmental department, commission, board or agency, nor is Buyer aware that there is a basis for any of the foregoing.
- 5.7. Financial Resources.** Buyer and Buyer's Owner have or will have prior to the anticipated Closing the financial resources necessary to carry out the transactions contemplated by this Agreement. If Buyer is financing any part of Purchase Price, Buyer will keep Seller up to date on the status of such financing and provide to Seller copies of any bank commitment letters and/or other information as the Seller may reasonably request.
- 5.8. No FCC Issues.**
- A. To the best of Buyer's knowledge, Buyer is qualified under the Communications Act of 1934, as amended, to be and become the FCC licensee of Stations.
 - B. Buyer knows of no facts which would cause the FCC to withhold its consent to the assignment of the Licenses to Buyer.
- 6. Representations and Warranties of the Seller.** Seller represents and warrants to Buyer as of the date hereof and as of the Closing:
- 6.1. Authority.** Seller has the requisite power and authority to enter into and perform this Agreement and the other Transaction Agreements, and all necessary corporate and other actions have been taken in order for Seller to carry out their obligations hereunder. Seller is a corporation formed in Illinois and in good standing.
- 6.2. No Conflicts.** The execution and delivery and performance by Seller of this Agreement and the other Transaction Agreements will not conflict with or result in a breach, default, or violation of Seller's organizational documents, or any judgment, order or decree of any court or arbiter to which Seller is bound, or any contract or agreement to which Seller or their assets are bound.
- 6.3. Enforceability.** This Agreement and the other Transaction Agreements constitute the valid and binding obligation of Seller, and is enforceable against Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, creditors' rights and other similar laws.

- 6.4. Compliance with Applicable Laws.** The Stations have been and are being operated in material compliance with all applicable laws, rules, regulations, ordinances, judgments and decrees, including but not limited to laws related to employees, health, safety and the environment.
- 6.5. Taxes.** Seller has paid or will timely all taxes, fees and charges related to the Stations arising or due prior to the Closing.
- 6.6. Conditions.** To Seller's knowledge, the Purchased Assets that constitute tangible personal property are in good working condition, ordinary wear and tear excepted.
- 6.7. Title.** Seller has and will sell, transfer, convey, assign and deliver to Buyer good title to the Purchased Assets and immediately following Closing, Buyer shall own the Purchased Assets, free and clear of any and all liens, claims, liabilities, licenses, royalties, interests and encumbrances.
- 6.8. Location.** The tangible Purchased Assets are located at the Real Property.
- 6.9. Operations.** The Purchased Assets are all of the material assets needed to operate the Stations as they are currently being operated subject to any exceptions listed on Schedule 6.9.
- 6.10. Assigned Contracts.** The Assigned Contracts are all of the material contracts and agreements needed to operate the Stations as they are being currently operated subject to any exceptions listed on Schedule 6.10. Each of the Assigned Contracts is in full force and effect and to the knowledge of Seller there is no breach or default or threatened default by any party thereto.
- 6.11. Financial Statements.** Set forth on Schedule 6.11 are internally prepared financial statements for the operation of the Stations for 2015, 2016 and 2017 through April of 2017 ("**Financial Statements**"). Such Financial Statements fairly reflect the overall financial results of the operations of the Stations during the applicable period of time. However, Seller is not representing that such Financial Statements were prepared in accordance with GAAP or other applicable accounting standards.
- 6.12. Litigation.** Since June 1, 2015, there has been no and currently there is no legal action, suit, arbitration, or other legal, administrative or governmental proceeding pending, or to the knowledge of Seller, threatened against or relating to Seller with respect to the Stations, at law, in equity, or before any governmental department, commission, board or agency, nor is Seller aware that there is a basis for any of the foregoing. Seller is responsible for and will hold the Buyer harmless from such Seller litigation, if any.
- 6.13. Employees and Labor Contracts.** The Stations are not a party to any collective bargaining agreement with any labor union or any local or subdivision thereof. The Stations' employees are "at will" employees.
- 6.14. No Brokers or Finders.** Except for Paramount Media Advisors, Inc., no person, firm or corporation has or will have as a result of any action of Seller, or the Seller's employees, agents or representative any right, interest or valid claim for any commission, fee or other compensation as a finder or broker, or for acting in any similar capacity in connection with this Agreement or the transactions provided for herein.
- 6.15. FCC Matters.**

- A. Licenses. The Licenses are valid and in full force and effect and unimpaired by any condition, limitation or special condition which could have a material adverse effect on the operation of the Stations, as presently conducted, except for such conditions imposed on radio broadcast licensees generally. No application, action or proceeding is pending for the renewal or modification of the Licenses and no application, action or proceeding is pending, or, to the knowledge of Seller, threatened that may result in the denial of an application for renewal or assignment, the revocation, modification, nonrenewal or suspension of the Licenses, the issuance of a cease-and-desist order, or the imposition of any administrative or judicial sanction with respect to the Stations which may materially adversely affect the rights under the Licenses or the ability of Seller to obtain FCC consent to assign the Licenses to Buyer.
- B. Call Letters. Seller has the right to the use of the call letters "KMCN" and "KCLN" pursuant to the rules and regulations of the FCC, and, to the knowledge of Seller, no challenge or claim with respect to the use of those call letters by the Stations or the Seller has been asserted.
- C. Investigations. There is not now issued or outstanding, or, to the knowledge of the Seller threatened, any investigation, proceeding, notice of violation or material complaint against Seller or any of the shareholders of Seller (including but not limited to the principals) with respect to the Stations, at the FCC as of the date hereof. To the knowledge of Seller, no person has threatened to contest renewal, transfer, or assignment of the Licenses.
- D. Compliance with Rules and Regulations. To Seller's knowledge, the Stations are being operated in all material respects in accordance with all provisions of the Communications Act of 1934, as amended, and all rules, regulations and policies of the FCC and in compliance with the Licenses and the parameters set forth therein and consistent with any proofs of performance, and, to the knowledge of Seller do not cause and are not affected by any interference inconsistent with the rules or policies of the FCC.
- E. FCC Reports. All returns, reports and statements required to be filed by Seller with the FCC or maintained locally relating to the Stations have been filed and are complete and correct in all material respects and the Stations' public inspection files are up-to-date and contain all of the data and information required by the FCC rules.

7. Limitations of Representations and Warranties.

- 7.1. **Survival Period**. Any claim for a breach of a party's representations and warranties under Section 5 and Section 6, respectively, must be made no later than the second anniversary of the Closing. Any claim not made by the second anniversary of the Closing shall be deemed time barred and waived.
- 7.2. **Limitation of Liability**. In no event shall either party's aggregate liability for breach of its representations and warranties under Section 5 and Section 6, respectively, exceed 25% of the Purchase Price.
- 7.3. **Reserved**.
- 7.4. **Prior Knowledge**. If prior to Closing, the Buyer or Buyer's Owner had knowledge of any breach of a Seller representation or warranty or of the general facts or circumstances which

would give rise to such breach, then subsequent to Closing, Buyer shall not be entitled to make any claim for such breach nor shall the Seller have any liability for such breach.

8. **Covenants.**

- 8.1. **Access to Information.** Seller agree that it will make available to Buyer and its authorized representatives during normal business hours all relevant information and documents concerning the affairs of the Stations, and Seller shall also make available its officers, accountants and advisers, as Buyer may reasonably request from time to time.
- 8.2. **No Other Negotiations.** Seller agrees not to negotiate the sale of the Stations with any other third party.
- 8.3. **Operations of the Stations.** Subject to the LMA and Buyer's obligations thereunder, Seller agrees that from and after the date hereof and through the Closing, Seller will operate the Stations consistent with its past practices and only in the usual and ordinary course.
- 8.4. **Schedules and Updates.** Concurrently with the execution of this Agreement, Seller shall deliver and attach hereto all Schedules required herein. Seller shall, as of Closing, update all Schedules hereto and shall promptly notify the Buyer of any material changes to such Schedules prior to Closing. Such Schedules as updated from time to time shall be deemed incorporated herein.
- 8.5. **Closing Conditions.** Buyer shall use commercially reasonable efforts to ensure the closing conditions set forth in Section 9 herein and in the Real Estate Purchase Agreement will be satisfied. Seller shall use commercially reasonable efforts to ensure that the closing conditions set forth in Section 10 herein and in the Real Estate Purchase Agreement will be satisfied. The parties agree that the purchase and sale of the Real Property described in the Real Estate Purchase Agreement shall be closed concurrently with the Closing under this Agreement.
- 8.6. **Use of Name.** Subsequent to Closing, Buyer shall not claim any right in or use directly or indirectly the name "WPW Broadcasting", "Prairie Radio Communications", derivations thereof nor any other name containing or bearing any resemblance thereto. Subsequent to Closing, Seller shall not claim any right in or use directly or indirectly the KMCN and KCLN call letters.
- 8.7. **Employees.** As of the signing of this Agreement, Buyer anticipates offering employment (as of the Closing) to the Stations' employees on substantially the same terms and conditions as they have with the Seller; provided, that this Section is not intended to change such employees' status as "at will" employees.
- 8.8. **Post-Closing Transition.** In addition to their other obligations, Seller shall for 30 days following Closing, and at no additional cost to Buyer, assist, cooperate and take such action as the Buyer may reasonably request to help facilitate a smooth transition of the Stations to Buyer.
- 8.9. **Third Party Consents.** From the date hereof until Closing, Seller will use commercially reasonable efforts to obtain the required third party consents indicated on Schedule 1.1B ("Required Third Party Consents") to the Assigned Contracts. Buyer shall cooperate with Seller on obtaining such consents and shall sign such documents and agreements as reasonably requested by Seller or the other contracting party.

- 8.10. **LMA**. The parties agree to fully comply with the terms and conditions of the LMA. To the extent that Buyer takes any action in connection with the LMA that causes a breach of any Seller representation or warranty hereunder, Seller shall not be responsible for such breach. To the extent that Buyer takes any action in connection with the LMA that causes one of Buyer's closing conditions not to be satisfied hereunder, then Buyer shall be deemed to have waived such condition.
- 8.11. **Real Estate Purchase Agreement**. The parties agree to fully comply with the terms and conditions of the Real Estate Purchase Agreement.
9. **Conditions Precedent to Obligations of Buyer**. All of the obligations of Buyer hereunder are subject to the following express conditions precedent (all or any of which may be waived in whole or in part by Buyer) having been satisfied:
- 9.1. **Representations and Warranties**. The representations and warranties of Seller contained herein shall be true and correct in all material respects on and as of the Closing.
- 9.2. **Performance**. Seller shall have performed and observed in all material respects all obligations and conditions herein required to be performed or observed by Seller on or prior to the Closing Date.
- 9.3. **Absence of Material Changes**. Since the date hereof, there shall not have been any material adverse change in the business, financial condition or results of operations of the Stations.
- 9.4. **No Litigation**. No claim, proceeding, investigation or litigation, either administrative or judicial, shall be threatened or pending against the Seller with respect to the Stations.
- 9.5. **Consents**. The Required Third Party Consents shall have been obtained from the appropriate party in form and substance satisfactory to the Buyer.
- 9.6. **FCC Approval**. FCC Approval has occurred.
- 9.7. **Real Estate Purchase Agreement**. Seller has performed its obligations under the Real Estate Purchase Agreement.
10. **Conditions Precedent to Obligations of Seller**. All of the obligations of Seller hereunder are subject to the following express conditions precedent (all or any of which may be waived in whole or in part by Seller) having been satisfied:
- 10.1. **Representations and Warranties**. The representations and warranties of Buyer contained herein shall be true and accurate in all material respects as of the Closing.
- 10.2. **Performance**. Buyer shall have performed and observed all covenants, obligations and conditions herein required to be performed or observed by it on or prior to the Closing, including, but not limited to the payment of the Purchase Price.
- 10.3. **Absence of Material Changes**. Since the date hereof, there shall not have been any material adverse change in the business, financial condition or results of operations of the Stations.
- 10.4. **No Litigation**. No claim, proceeding, investigation or litigation, either administrative or judicial, shall be threatened or pending against the Seller with respect to the Stations.

10.5 Consents. The Required Third Party Consents shall have been obtained from the appropriate party in form and substance satisfactory to the Seller.

10.6 FCC Approval. FCC Approval has occurred.

10.7. Real Estate Purchase Agreement. Buyer has performed its obligations under the Real Estate Purchase Agreement.

11. FCC Application and Closing Date.

11.1. FCC Applications. Within ten (10) business days after the date of execution of this Agreement, Seller and Buyer will jointly file an application with the FCC requesting the FCC to approve the transactions contemplated by this Agreement. Seller and Buyer will each bear their own legal fees in connection with the application, and the FCC filing fees will be divided equally between Seller and Buyer. Seller and Buyer will vigorously prosecute the application and do all things reasonably necessary and/or appropriate to obtain a grant thereof.

11.2. Closing. At the Seller's discretion, the Closing of the transactions contemplated herein ("**Closing**") shall occur on the first day or the last day of any month following (i) the date of the FCC order approving the transaction contemplated hereunder has become final (i.e., no longer subject to administrative or judicial review) or (ii) the date of the FCC Approval approving the transactions contemplated hereunder; provided, however, that the Closing shall not occur prior to January 1, 2018 without the prior written consent of the Seller. The Closing shall be held at the offices of Burke, Warren, MacKay & Serritella, P.C., 330 N. Wabash Ave., Suite 2100, Chicago, Illinois 60611 or at such other location as agreed to by the parties. Notwithstanding the foregoing, the parties may agree upon such other time or place for the Closing as is mutually acceptable.

11.3. Seller's Deliveries. At the Closing, Seller shall execute and deliver, or cause to be executed and delivered, the following, each in form and substance satisfactory to Buyer:

- A. Bill of Sale in the form of Exhibit D;
- B. Assignment and Assumption Agreement (for the Assigned Contracts and Assumed Liabilities) in the form of Exhibit E;
- C. Assignment of FCC Licenses in the form of Exhibit F;
- D. Closing Statement;
- E. Certified copy of any necessary resolutions of the Board of Directors of Seller authorizing and approving this Agreement and the transactions and documents contemplated herein; and
- F. Such other documents as Buyer's counsel may reasonably request to carry out the terms and provisions of this Agreement.

11.4. Buyer's Deliveries. At the Closing, Buyer shall execute and deliver, or cause to be executed and delivered to Seller, the following:

- A. The wire transfer or certified check in the amount provided for in Section 2.1;

- B. Assignment and Assumption Agreement (for the Assigned Contracts and Assumed Liabilities) in the form of Exhibit E;
- C. Closing Statement;
- D. Certified copy of any necessary resolutions of the Managers of Buyer authorizing and approving this Agreement and the transactions and documents contemplated herein;
- E. Such other documents as Seller's counsel may reasonably request to more effectively carry out the terms and provisions of this Agreement; and

11.5. Possession. Upon the Closing, possession of all of the Purchased Assets shall be delivered to Buyer.

12. Termination of Agreement. At any time prior to Closing, the parties may only terminate this Agreement as provided below:

- A. By mutual written agreement;
- B. The Buyer may terminate this Agreement by giving written notice to Seller (i) if the Seller shall have materially breached this Agreement, and such breach has continued without cure for a period of fifteen (15) days after such notice of such breach; (ii) if there is a material adverse change in the Stations since the date hereof; or (iii) if the Closing shall not have occurred on or before June 1, 2018 through no default of Buyer;
- C. The Seller may terminate this Agreement by giving written notice to the Buyer (i) if the Buyer shall have materially breached this Agreement, and such breach has continued without cure for a period of fifteen (15) days after such notice of such breach, (ii) if there is a material adverse change in the Stations since the date hereof; or (iii) if the Closing shall not have occurred on or before June 1, 2018 through no default of Seller; and
- D. If the FCC fails to provide the FCC Approval within two hundred seventy (270) days after the filing of the application for such consent, then a party may upon ten (10) days written notice to the other party terminate this Agreement (unless the FCC failure is due to a breach of the terminating party).

13. Miscellaneous.

13.1. Severability. Every provision of this Agreement is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. If any court determines that this Agreement, or any part thereof, is unenforceable because of the scope or duration of such provision or the area covered thereby, such court shall have the power to reduce the scope, duration or area of such provision and, in its reduced form, such provision shall then be enforceable and shall be enforced.

13.2. Exhibits, Schedules and Headings. The Exhibits and Schedules to this Agreement are hereby made a part hereof and shall be construed with and as an integral part of this Agreement. The headings of the various Articles and paragraphs of this Agreement have been inserted for convenience only, are not a part of this Agreement, and shall not be

deemed in any manner to modify, explain, enlarge, or restrict any of the provisions of this Agreement.

- 13.3. Expenses.** Except where otherwise expressly provided for in this Agreement, each of the parties hereto shall pay their own expenses.
- 13.4. Waiver.** Failure or delay on the part of any of the parties hereto to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.
- 13.5. Entire Agreement.** This Agreement (including the Schedules and Exhibits hereto and other documents referred to herein as having been delivered or furnished by either party to the other) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written; between the parties hereto with respect to the subject matter hereof.
- 13.6. Amendments.** This Agreement may not be modified or changed except by an instrument or instruments in writing signed by both of the parties hereto.
- 13.7. Governing Law.** This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Illinois without regard to its conflicts of law provisions.
- 13.8. Gender and Number.** Whenever the context requires or permits, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender or, neuter shall be deemed to mean or include any other gender and neuter.
- 13.9. Assignment.** Neither party may assign, convey or transfer its rights or obligations hereunder without the prior written consent of the other party.
- 13.10. Attorney's Fees.** In the event any action, suit or other proceeding is instituted or commenced to remedy, prevent or obtain relief from the breach of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable attorney's fees and expenses incurred or suffered in such action, suit or proceeding including any and all appeals and petitions therefrom.
- 13.11. Binding.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective heirs, successors, and assigns.
- 13.12. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement. A facsimile signature of any party shall be considered to have the same binding effect as an original signature.
- 13.13. Arbitration.** Any dispute or controversy arising out of or in connection with this Agreement, or the breach thereof, shall be determined and settled by arbitration in Chicago, Illinois in accordance with the rules of the American Arbitration Association. Any award rendered therein shall be final and binding on the parties and judgment may be entered thereon in any court of competent jurisdiction. The Buyer shall continue to make payments required to be made hereunder during the pendency of any arbitration proceeding.
- 13.14. Further Assurance.** Each party shall execute and deliver such documents, and take such other action, as shall be reasonably requested by any other party hereto to carry out the transactions contemplated by this Agreement.

- 13.15. **Third Party Beneficiaries.** This Agreement is not intended to confer upon any person or entity, other than the parties hereto, any rights or remedies hereunder.
- 13.16. **Set Off.** Seller shall be entitled to set off, off set and deduct obligations and amounts owed by it to the Buyer against obligations and amounts owed to it by the other party.
- 13.17. **Public Announcement.** Prior to Closing, except as necessary to obtain the FCC Approval, neither party shall permit any of its officers, directors, members, managers, employees and agents to, make any public statements regarding the transaction either before or after the Closing, without the other party's prior written consent (which consent shall not be unreasonably withheld).
- 13.18. **No Consequential Damages.** In no event will the Seller be liable for any consequential, indirect, special, incidental, punitive damages or lost profit or lost opportunities resulting from or related to this Agreement or the transactions contemplated herein, whether based on warranty, contract, tort or any other legal theory, whether or not foreseeable, and whether or not advised of the possibility of such damages and losses.

[Signature Page Follows]

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

BUYER:

GENDREAU BROADCAST LLC,
an Iowa limited liability company

By: 
Name: Brad Gendreau
Title: Sole Member

SELLER:

WPW BROADCASTING, INC. D/B/A PRAIRIE RADIO
COMMUNICATIONS, an Illinois corporation

By: _____
Name: _____
Title: _____

The undersigned acknowledges and agrees as follows: (i) the undersigned is a member of Buyer and as such will receive benefits and consideration from the transactions contemplated by this Agreement, (ii) the undersigned hereby guarantees the Buyer's payment and performance obligations under this Agreement and the other Transaction Agreements (as the same maybe amended by Buyer and Seller), (iii) the unsigned acknowledges and agrees that Seller is relying on the undersigned's guaranty in signing and performing its obligations under this Agreement, and (iv) upon the request of Seller, the undersigned will re-affirm the foregoing as of the Closing.


Brad Gendreau, individually

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

BUYER:

GENDREAU BROADCAST LLC,
an Iowa limited liability company

By: _____
Name: _____
Title: _____

SELLER:

WPW BROADCASTING, INC. D/B/A PRAIRIE RADIO
COMMUNICATIONS, an Illinois corporation

By: Vanessa Wettenberg
Name: Vanessa Wettenberg
Title: President + CEO

The undersigned acknowledges and agrees as follows: (i) the undersigned is a member of Buyer and as such will receive benefits and consideration from the transactions contemplated by this Agreement, (ii) the undersigned hereby guarantees the Buyer's payment and performance obligations under this Agreement and the other Transaction Agreements (as the same maybe amended by Buyer and Seller), (iii) the unsigned acknowledges and agrees that Seller is relying on the undersigned's guaranty in signing and performing its obligations under this Agreement, and (iv) upon the request of Seller, the undersigned will re-affirm the foregoing as of the Closing.

Brad Gendreau, individually

LIST OF SCHEDULES

SCHEDULE 1.1A

Furniture, Fixtures and Equipment

SCHEDULE 1.1B

Assigned Contracts and Required Third Party Consents

SCHEDULE 1.1C

Telephone numbers, Facsimile numbers, Email addresses and Website addresses

SCHEDULE 1.1D

Trade Names and Trademarks

SCHEDULE 1.1E

Prepaid Expenses and Security Deposits

SCHEDULE 1.1F

Towers

SCHEDULE 1.1G

Licenses

SCHEDULE 6.9

Non-Purchased Assets used in the Operation of the Stations

SCHEDULE 6.9

Non-Assigned Contracts used in the Operation of the Stations

SCHEDULE 6.11

Financial Statements

LIST OF EXHIBITS

EXHIBIT A

Local Marketing or "Time Brokerage" Agreement

EXHIBIT B

Real Estate Purchase Agreement

EXHIBIT C

Escrow Agreement

EXHIBIT D

Bill of Sale

EXHIBIT E

Assignment and Assumption Agreement

EXHIBIT F

Assignment of FCC Licenses