

## STOCK AND MEMBERSHIP UNIT PURCHASE AGREEMENT

This Stock Purchase and Membership Unit Purchase Agreement (this "**Agreement**") is entered into as of May 17, 2016, by and among Frontier Media, LLC, formed under the laws of the State of Alaska ("**Buyer**") and (i) Roy Paschal, a resident of the State of Alaska ("**Roy Paschal**"); (ii) Jason Paschal, a resident of the State of Oregon ("**Jason Paschal**"); (iii) the Elmer Roy Paschal Revocable Living Trust dated 7/10/2000 (the "**Paschal Trust**"); and (iv) Media Limited., an Alaska limited partnership ("**Media Ltd.**"), Roy Paschal, Jason Paschal, the Paschal Trust and Media Ltd. jointly and severally, are referred to herein as "**Sellers**", and each as a "**Seller**".

### RECITALS

WHEREAS, Alaska Broadcast Communications, Inc., an Alaska corporation ("**ABC**"), owns, operates and holds licenses issued by the Federal Communications Commission (the "**FCC**" and "**FCC Licenses**") for radio stations KJNO, Juneau, Alaska, KTKU, Juneau Alaska, KIFW, Sitka, Alaska, KSBZ, Sitka, Alaska, KTKN, Ketchikan, Alaska, and KGTW, Ketchikan, Alaska, and their associated translators ("the **ABC Stations**");

WHEREAS, Juneau Alaska Communications, LLC, an Alaska limited liability company ("**JAC**"), owns, operates and holds licenses issued by the FCC for radio stations KINY, Juneau, Alaska, KSUP, Juneau Alaska, KXXJ, Juneau, Alaska, and low power television station KCBJ-LP, Juneau, Alaska, and their associated translators ("the **JAC Stations**");

WHEREAS, Texarkana Radio Center, LLC, an Alaska limited liability company ("**TRC**") and its wholly owned subsidiaries Texarkana Radio Center Licenses, LLC, an Alaska limited liability company ("**TRCL**"), and Jo Al Broadcasting, Inc., a Delaware corporation ("**JoAl**"), own, operate and hold licenses issued by the FCC for radio stations KBYB-FM, Hope, Arkansas, KTFS(AM), Texarkana, Texas, KTFS-FM, Texarkana, Texas, KCMC(AM), Texarkana, Texas, KTTY(FM), New Boston, Texas, FM translator K288FI, Texarkana, Texas, and KTOY(FM), Texarkana, Texas ("the **TRC Stations**"); collectively the ABC Stations, the JAC Stations and the TRC Stations are referred to herein as the "**Stations**" and each a "**Station**";

WHEREAS, Media Ltd. owns 80% of the common stock of ABC (the "**ABC Stock**"), and Richard Burns and Sharon Burns, principals of Buyer (the "**Burns**") own 20% of the ABC Stock; Roy Paschal and Jason Paschal each own 40% of the LLC membership interests of JAC (the "**JAC Units**") and the Burns own 20% of the JAC Units; and the Paschal Trust and Jason Paschal each own 40% of the LLC membership interests of TRC (the "**TRC Units**"), and the Burns own 20% of the TRC Units;

WHEREAS, Media Ltd. owns fee simple title to certain parcels of real property further identified on Exhibit A hereto (the "**Alaska Real Property**") used in the operation of ABC Stations and JAC Stations, and TRC owns certain real property in Texas and Arkansas used in the operation of the TRC Stations (the "**TRC Real Property**");

WHEREAS, Roy Paschal, Jason Paschal and the Paschal Trust each have an economic interest in whether JAC, ABC and TRC repay loans made to each by Media Ltd more particularly described in Exhibit B hereto (the "**Media Loans**") and believe the transactions

described herein will provide them with a reasonable assurance that the Media Loans will be repaid in due course;

WHEREAS, Sellers desires to sell, and Buyer desires to buy the ABC Stock, the JAC Units, and the TRC Units for the consideration described herein, and shall also sell the Alaska Real Property to Buyer in a separate transaction;

WHEREAS, the purchase and sale contemplated herein will result in the transfer of control of the Stations and is subject to the rules, regulations and policies of, including consent to such purchase and sale by, the FCC;

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound the parties agree as follows:

## **ARTICLE I PURCHASE & SALE/CLOSING**

**1.1 Purchase and Sale of the Equity Interests.** At the Closing (as defined below) and subject to the terms and conditions of this Agreement, Sellers will sell, assign, transfer, convey and deliver to Buyer, and Buyer will purchase from Sellers, free and clear of any claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges or encumbrances of any nature (“**Liens**”), eighty percent (80%) of the issued and outstanding shares of the ABC Stock, eighty per cent (80%) of the JAC Units, and eighty per cent (80%) of the TRC Units (collectively, the “**Equity Interests**”).

### **1.2 Purchase Price.**

The consideration to the respective Sellers for the Equity Interests each is selling to Buyer shall be ten (10) dollars the makers’ obligations to repay the Media Loans, as revised, in accordance with their terms in the forms attached at Exhibit C hereto, and to repay that certain loan from Northrim Bank identified on **Schedule 2.3** hereto in accordance with its terms and to hold Roy Paschal and Media Ltd harmless therefrom. The principal balances and interest rate of each of the existing Media Loans is set forth in **Schedule 1.2** hereto and the principal balances of the Media Loans, as revised, and evidenced by the promissory notes which will replace them shall be the principal balances of the existing Media Loans as of the Closing Date.

The notes and the obligations stated in subsections (i) and (ii) above shall be secured by: (i) security agreements in the form of Exhibit D hereto, (ii) pledge agreements in the forms attached at Exhibit E hereto, and (iii) trust deeds to the Alaska Real Property and to the TRC Real Property, as defined and further set forth in **Section 4.5** hereof, (the “**Mortgages**”). Post-Closing, all payments made upon the Media Loans and the Alaska Real Property Note shall be to a collection escrow account to be established by Medial Ltd. With First National Bank of Alaska.

### **1.3 Adjustments to the Purchase Price.**

No working capital adjustments shall be made to the Purchase Price. Notwithstanding the foregoing pre-closing bonuses or dividends paid for periods including the year in which the

Closing occurs shall not be greater than the net working capital of the Companies as of the Closing Date nor shall any bonuses be paid unless the payment obligations under the Media Loans and the loan from Northrim Bank are current at the time.

**1.4 Application for Commission Consent.** Within ten (10) business days after the date of this Agreement, each party shall have prepared its portion of an application for FCC consent to transfer of control of the Companies from Sellers to Buyer (the “**FCC Application**”) and all information, data, exhibits, resolutions, statements, and other materials necessary and proper in connection with such application and shall have delivered it to counsel for filing with the FCC. Sellers acknowledge that the FCC Application may include a Petition for Declaratory Ruling with respect to the provisions of Section 310(b) of the Communications Act of 1934 for Buyer, if required.. Each party further agrees expeditiously to prepare amendments, respond to oral or written inquiries, and answer pleadings whenever required by the FCC or its rules, within five calendar days of such requests.

**1.5 The Closing.** The closing of the purchase of the Equity Interests and Alaska Real Property will take place at such place as Sellers and Buyer may agree on the fifth (5<sup>th</sup>) business day after the satisfaction or waiver of the conditions set forth in **ARTICLE VI** or on such later date as Sellers and Buyer may agree (the “**Closing**”).

## **ARTICLE II**

### **REPRESENTATIONS AND WARRANTIES OF SELLERS**

Sellers, with respect to each company in which they hold an ownership interest as applicable, represent, warrant and agree as of the date hereof and as of the Closing Date (except to the extent some other date is expressly indicated herein) as follows:

**2.1 Organization and Related Matters.** ABC is a corporation duly organized, validly existing and in good standing under the laws of the State of Alaska. JAC and TRC are limited liability companies duly formed, validly existing and in good standing under the laws of the State of Alaska. Each Seller has all necessary power and authority to execute, deliver and perform this Agreement. Each Company has all necessary corporate or limited liability company power and authority to own its properties and assets and to conduct its business as presently conducted. **Schedule 2.1** correctly lists the current directors or LLC managers and the executive officers of each Company. True, correct and complete copies of the charter and limited liability company documents of the Companies have been delivered to Buyer.

**2.2 Equity Interests.** Media Ltd. owns all of the ABC Stock to be sold to Buyer beneficially and of record. The authorized capital stock of ABC consists of 50,000 shares of Class A common stock of which 8,000 shares are issued and outstanding. The subject Sellers own eighty percent of the JAC Units and the TRC Units. There are no outstanding rights to subscribe for or purchase, or other obligations to issue or grant any rights to acquire, any of the Equity Interests, or to restructure or recapitalize any Company. All shares of the ABC Stock are duly authorized, validly issued and outstanding and are fully paid and non-assessable. The JAC Units and the TRC Units are (i) validly issued; (ii) free of any pre-emptive rights of others, (iii) have the rights, preferences, privileges and restrictions set forth in their respective limited liability company agreements and any ancillary document hereunder or thereunder. At the

Closing, Buyer will acquire good and marketable title to and complete ownership of the Equity Interests, free of any Liens except for Liens arising from security interests granted to the subject Sellers as set forth in this Agreement. The record books of the Companies reflect accurately all material transactions in their Equity Interests. To the best of Sellers' knowledge, documents that are true, correct and complete copies of the books and records of the Companies have been delivered to Buyer.

### **2.3 Financial Statements; Liabilities.**

(a) **Financial Statements.** Attached as **Schedule 2.3** hereto is a copy of each Company's balance sheet for the ten month period ending October 31, 2015 (collectively, the "**Financial Statements**") as prepared by the controller for each such Company with the assistance of an outside accountant.

(b) Except as set forth on **Schedule 2.3**, to Sellers' best knowledge, no Company has any long term liabilities of any nature affecting that Company, the Stations, Station Assets, or the Alaska Real Property whether accrued, absolute, contingent or otherwise, and whether due or to become due, except long term liabilities as are reflected or disclosed in the Financial Statements, which shall be discharged at or before the Closing Date or assumed by Buyer as provided on **Schedule 2.3**.

### **2.4 [Deleted]**

**2.5 Material Contracts.** Based on information provided by Station management, and to the best of Sellers' knowledge, **Schedule 2.5** lists all material contracts or other binding material agreements or understandings, written or oral, including real property leases of the Stations or the Companies or to which the Companies or any of the Station Assets, including the FCC Licenses, are subject or by which any thereof is bound to be in effect as of the Closing Date ("**Material Contracts**").

**2.6 Real Property.** **Schedule 2.6** lists all the owned real property ("**Owned Real Property**") or, to the best of Sellers' knowledge, real property leases ("**Leased Real Property**") of Sellers or the Companies relating to the Stations. All Owned Real Property is owned in fee simple by the Company identified on **Schedule 2.6**.

**2.7 Title to and Condition of Personal Property.** Each Company owns or leases all tangible personal property used in or necessary for the business and operations of the Stations (the "**Personal Property**"). On the Closing Date, each respective Company shall have good title to, or a valid interest in all such Personal Property free and clear of all Liens. All items of transmitting and studio equipment included in the Personal Property and material to the operations of the Stations as now conducted are in compliance with all FCC in all material respects and have been maintained according to the standards of good engineering practices.

**2.8 FCC Matters; Station Operation.** **Schedule 2.8** lists all of the licenses and applications issued by or pending before the FCC in connection with the ownership of the Stations (the "**FCC Licenses**"). As of the Closing Date: (i) Each Company is the authorized legal holder of the FCC Licenses as shown on **Schedule 2.8**; (ii) The FCC Licenses are in full

force and effect; (iii) to Sellers knowledge, the Companies and the Stations have been and are being operated in all material respects in compliance with the FCC Licenses, the Federal Communications Act of 1934, as amended (the “**Communications Act**”) and the rules, regulations and policies of the FCC (the “**FCC Rules**”); (iv) to Sellers’ knowledge, except for actions or proceedings affecting AM or FM radio stations generally, no action, complaint, petition, notice of violation, or proceeding is pending or, to the knowledge of Seller, threatened by or before the FCC relating to the business or operations of the Station.

**2.9 Authorization; No Conflicts; Joint and Several Liability.** This Agreement has been duly authorized by each Seller by all necessary company action, and constitutes the legally valid and binding obligation of Sellers, enforceable against Sellers in accordance with its terms. The terms and conditions of this Agreement are not in contravention of the articles, bylaws, certificates of formation or the limited liability company agreements of any Seller or Company, or of any indenture, contract, lease, agreement instrument or other commitment to which a Seller is a party or by which any Seller or any of the Companies or any of its property is bound. To the best of Sellers’ knowledge, **Schedule 2.9** hereto identifies any third party from which consent is required to transfer of control of a Company or which transfer would violate any agreement by which such Seller or Company is bound (“**Required Consents**”). Each Seller agrees that any liability or obligation of a Seller hereunder is joint and several with all Sellers, and all such liabilities and obligations of Sellers are enforceable against each Seller individually to the full extent of such liability or obligation, without regard to any defense or the capacity of any other Sellers.

**2.10 Legal Proceedings.** Except as set forth on **Schedule 2.10** hereto, to the best of Sellers’ knowledge, there is no order or legal action of any kind pending or threatened against or affecting the Sellers, the Stations or the Companies or any of their properties or assets in any material respect.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents, warrants and agrees, jointly and severally, as of the date hereof and as of the Closing Date as follows:

**3.1 Authorization.** Buyer has all necessary power and authority to execute, deliver and perform this Agreement. This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, and its terms do not conflict with or constitute a breach of any other agreement or obligation by which Buyer is bound.

**3.2 Qualification.** Except as set forth in **Section 1.4** regarding a required waiver, there are no facts relating to Buyer which, under the Communications Act or the existing FCC Rules, would disqualify Buyer as a holder of the FCC Licenses.

### **ARTICLE IV COVENANTS AND CONDITIONS WITH RESPECT TO CONDUCT PRIOR TO CLOSING**

**4.1 Conduct of Business Prior to the Closing Date.** The Companies agree that during the period from the date of this Agreement through the earlier of the Closing Date or termination of this Agreement, the Companies and the Sellers will operate the Stations and their businesses in the ordinary course of business and consistent with past practices (including to make all regular payments of principal and interest on all obligations of a Company to Media Ltd., Northrim or US Bank), in material compliance with all FCC Licenses and all applicable FCC Rules, and will not, without the prior consent in writing of Buyer (which may not be unreasonably withheld, conditioned or delayed):

(a) do any act or fail to do any act that might result in the expiration, revocation, suspension or adverse modification of any of the FCC Licenses, or that constitutes a material violation of any local, state or Federal law;

(b) except as required by their terms, amend or terminate or permit to expire without renewal any Material Contract or default under any Material Contract or enter into any new Material Contract, take any action that will jeopardize the continuance of its material supplier or customer relationships;

(c) grant increased compensation or benefits to any Station Employee, except in accordance with past practice, or enter into any new employment, collective bargaining or severance agreement, or adopt any additional employee benefit plan or make any contributions other than regularly scheduled contributions to any employee benefit plan covering any Station Employees;

(d) terminate, amend or fail to renew any existing insurance coverage without obtaining sufficient substitute coverage therefor with no lapse;

(e) sell, transfer or otherwise dispose of any Station Assets (unless replaced by an asset of equivalent value) or make, allow or consent to any material change in the Owned Real Property except in the ordinary course of business, or create, assume or permit to exist any Lien upon any Company's or Station Assets (except Liens which will be removed at or prior to Closing or are to be assumed by Buyer at closing) or as expressly contemplated herein;

(f) issue, sell, pledge, option, redeem or acquire for value any Equity Interest or other security, except as expressly contemplated herein, or change or amend a Company's charter documents or limited liability company agreements;

(g) incur or permit any additional indebtedness, material judgment, Lien or liability other than trade payables arising in the ordinary course of business; or

(h) agree to or make any commitment to take any actions prohibited by this  
**Section 4.1.**

**4.2 Possession and Control.** Before the Closing Date, Buyer will not, directly or indirectly, control, supervise or direct, or attempt to control, supervise or direct, the business and operations of the Stations, and such operation, including complete control and supervision of all programming, will be the sole responsibility of Sellers. From and after the Closing Date, Sellers will have no control over, or right to intervene, supervise, direct or participate in, the business and operations of the Stations

**4.3 Repair of Damage.** If prior to the Closing there is any damage to a Station, or any material Station Asset, the affected Company will, at its cost and in a good and workmanlike manner, repair or replace such damage prior to the Closing, unless Buyer waives the benefit of such procedure.. For the purpose of completing any repairs or replacements under this Section, the Closing may be extended for a reasonable time to allow such repairs or replacements to be made by the affected Company.

**4.4 Third Party Consents.** To the extent that a Required Consent of a third party with respect to any Material Contract is required in connection with this Agreement, Sellers in cooperation with Buyer will use their best efforts to obtain such approval prior to the Closing Date.

**4.5 Purchase Agreement for Alaska Real Property.** Sellers and Buyer shall enter into a mutually acceptable Purchase Agreement for the Alaska Real Property for a price previously agreed, such purchase to be contingent on and consummated as of the Closing, and forms of mortgages or deeds of trust ("**Mortgages**") that will be executed at Closing and filed of record with respect to the Alaska Real Property located in Juneau (a second mortgage), Sitka and Ketchikan (first mortgages), and the TRC Real Property (first mortgages). The Purchase Agreement and Mortgages will contain terms and conditions customary for such documents in the applicable jurisdictions.

## ARTICLE V ADDITIONAL CONTINUING COVENANTS

**5.1 Employment Matters.** No provision of this Agreement will create any third party beneficiary or other rights in any Station Employee or former employee (including any beneficiary or dependent thereof) in respect of continued employment with the Buyer or the Companies and no provision of this Agreement will create any such rights in any such third parties in respect of any benefits that may be provided, directly or indirectly, under any employee benefit plan or arrangement which is maintained by the Companies. No provision of this Agreement will constitute a limitation on rights to amend, modify or terminate after the Closing Date any such plans or arrangements of the Companies.

**5.2 Expenses.** Except as otherwise set forth herein, Sellers, the Companies and Buyer will each pay their own expenses incident to the negotiation, preparation and performance of this Agreement, including but not limited to (a) the fees, expenses and disbursements of their respective accountants and counsel and (b) all sales, use, transfer, conveyance, excise, recording, license and other similar taxes and fees applicable to, imposed upon or arising out of the sale by Sellers and the purchase by Buyer of the Equity Interests whether now in effect or hereinafter adopted. Any such expenses of the Company will be paid by Seller at or prior to the Closing. Notwithstanding the foregoing, Buyer and Sellers shall each pay 50% of any FCC filing fees incurred in connection with the application for transfer of control of the FCC Licenses to Buyer.

**5.3 Other Obligations.** Any other obligations existing between Sellers or the Companies, on the one hand, and Buyer on the other hand, shall be settled and paid prior to the Closing Date, or shall be satisfied in cash at the Closing.

## ARTICLE VI CONDITIONS OF PURCHASE

**6.1 General Conditions.** The obligations of the parties to effect the Closing are subject to the following conditions unless, to the extent permitted by law, waived in writing by both parties:

(a) **No Orders; Legal Proceedings.** No law or order shall have been enacted, entered, issued, promulgated or enforced by any governmental entity, nor will any action have been instituted and remain pending by any governmental entity at what would otherwise be the Closing Date, that prohibits or restricts, or would (if successful) prohibit or restrict, the transactions contemplated in this Agreement.

(b) **FCC Order.** The consent of the FCC to the application for transfer of control of the Companies and the FCC Licenses (the “**FCC Order**”) has been granted and shall remain in full force and effect on the Closing Date.

**6.2 Conditions to Obligations of Buyer.** The obligations of Buyer to effect the Closing will be subject to the following conditions except to the extent waived in writing by Buyer:



(a) Representations, Warranties and Covenants of Sellers. The representations and warranties of Sellers herein contained shall be true at the Closing Date with the same effect as though made at such time (other than those that speak as of a specific date, which shall be true and correct as of such date); and Sellers and the Companies shall have performed all obligations and complied with all covenants and conditions required by this Agreement to be performed or complied with by them at or prior to such Closing Date.

(b) No Material Adverse Change. Since December 31, 2015 and until and as of the Closing Date, there has not been, occurred or arisen any change in or event affecting the Companies, the Stations, their material tangible or intangible assets (the “**Station Assets**”) or the Equity Interests or Alaska Real Property that has had or may reasonably be expected to have a material adverse effect on the financial condition or operations of the Companies, the Stations, or Station Assets (a “**Material Adverse Change**”).

(c) Final Order. The FCC Order shall have become a Final Order. For purposes of this Agreement, a “**Final Order**” shall mean an FCC Order that has not been reversed, stayed, enjoined, set aside, annulled or suspended; and with respect to which no timely request by a party in interest for stay, rehearing, appeal or certiorari or sua sponte action of the FCC with comparable effect is pending; as to which the time for filing any such request, petition, appeal or certiorari or for the taking of any such sua sponte action by the FCC has expired or otherwise terminated with no such action having been timely taken.

(d) Third Party Approvals. Sellers shall have obtained and provided to Buyer all Required Consents, in form and substance reasonably satisfactory to Buyer.

(e) Closing Deliveries of Sellers and the Companies. Sellers and the Companies shall have made all of the following deliveries, in form and substance reasonably satisfactory to Buyer and counsel:

(1) stock certificates representing the Sellers’ ABC Stock, duly endorsed in blank or accompanied by stock powers duly executed in blank, such certificates to be cancelled at the Closing, whereupon certificates for 6400 shares of ABC Stock shall be issued to Buyer; and a bill of sale and limited liability power sufficient in form and substance to convey to Buyer all of the JAC Units and the TRC Units owned by Sellers, free and clear of all Liens, shall be delivered to Buyer;

(2) a certificate, dated as of the Closing Date and signed by the Sellers certifying as to the matters set forth in **Section 6.2(a)**;

(3) true and complete copies of ABC’s then current certificate of incorporation and bylaws, and the limited liability company agreements of JAC and TRC;

(4) a certificate of good standing of each Company, issued as of a recent date (which is not more than thirty (30) days before Closing) by the Secretary of State of the State of Alaska;

(5) resolutions and consents of the Sellers and their Companies authorizing the execution and performance of this Agreement, and resignations of the Sellers as officers, directors, and managers of the Companies, and from Company bank accounts;

(6) a lien, tax and judgment search of the records of the relevant counties and offices of the Secretary of State of Alaska and any other relevant jurisdiction (the “**Search Results**”), performed no more than thirty (30) days before the Closing Date, showing that there are no liens, tax assessments or judgments of record against the Companies, the Stations, the Sellers or the Equity Interests, except those to be discharged or at Closing, and UCC-3 termination statements or other competent releases or offers to release upon payment with respect to any lien, tax assessment or judgment shown in the Search Results or otherwise known to Sellers or Buyer;

(7) a General Warranty Deed for each of the Alaska Real Properties;

(8) As to each parcel of Owned Real Property, including the Alaska Real Property to be conveyed to Buyer at Closing, a preliminary title report with respect to such Owned Real Property, issued by a title insurance company acceptable to Buyer (the “**Title Company**”), which preliminary report shall contain a commitment (the “**Title Commitment**”) of the Title Company to issue one or more (as appropriate) standard owner’s title insurance policies (each, a “**Title Policy**”) insuring the fee simple interest of the appropriate Company in the Owned Real Property, and copies of all documents, filings and information disclosed in the Title Commitment. The Title Commitment shall not be disclose any material Liens other than Liens that will be released or assumed at Closing, including those shown on Schedule 2.3 hereto, and Seller shall deliver at Closing any and all releases necessary to release any such Lien of record unless shown on Schedule 2.3 hereto; and,

(9) A release executed by Sellers with respect to any and all claims against the Companies arising on or before the Closing Date (but for avoidance of doubt, not including any obligation under this Agreement, the Media Loans, the Northrim Bank loan, the security agreements, pledge agreements or the trust deeds referenced in Article I above).

**6.3 Conditions to Obligations of Sellers.** The obligations of Sellers to effect the Closing shall be subject to the following conditions, except to the extent waived in writing by Seller:

(a) Representations, Warranties and Covenants of Buyer. The representations and warranties of Buyer herein contained shall be true at the Closing Date with the same effect as though made at such time (other than those that speak as of a specific date, which shall be true and correct as of such date); and Buyer shall have performed all obligations and complied with all covenants and conditions required by this Agreement to be performed or complied with by it at or prior to such Closing Date.

(b) Closing Deliveries of Buyer. Buyer shall have made all of the following deliveries, in form and substance reasonably satisfactory to Sellers and counsel:

(1) Notes in the form of the Notes set forth at Exhibit C;

(2) a certificate, dated as of the Closing Date and signed by Buyer, certifying as to the matters set forth in **Section 6.3(a)**.

(3) the Security Agreements, Pledge Agreements and Mortgages required to be delivered in connection with the Notes, the Alaska Real Property or the TRC Real Property.

(4) an appointment of Roy Paschal, or his qualified proxy, as a board member of ABC (qualified proxies are Teri Namtvedt or any other Alaska certified public accountant selected by Mr. Paschal or Lender's general partner), to the board of directors of ABC.

(c) Final Order. The FCC Order shall have become a Final Order.

(d) Burns Equity Interests. Full payment of the balance of the purchase price for the interests in ABC, JAC and TRC acquired by the Burns prior to this Agreement.

## **ARTICLE VII TERMINATION OF OBLIGATIONS**

**7.1 Termination of Agreement**. Anything herein to the contrary notwithstanding, this Agreement may be terminated at any time before the Closing as follows and in no other manner:

(a) Mutual Consent. By mutual consent in writing of Buyer and Sellers.

(b) FCC Evidentiary Hearing. By Buyer or Sellers if the application seeking the FCC Order is designated for hearing by the FCC.

(c) Material Breach. By Buyer or Sellers if there has been a material misrepresentation or other material breach by the other party in its representations, warranties and covenants set forth herein; provided, however, that if such breach is susceptible to cure, the breaching party will have ten (10) business days after receipt of notice from the other party of its intention to terminate this Agreement if such breach continues in which to cure such breach.

(d) Termination Date. By Buyer or Sellers if the Closing has not occurred on or before the date that is one (1) year after the application for transfer of control of the Companies has been filed with the FCC.

**7.2 Effect of Termination**. If this Agreement is terminated pursuant to **Section 7.1**, all further obligations of the parties under this Agreement will terminate without further liability of any party to another; provided, however, that if the termination occurs pursuant to (a), (b) or (d) above, Buyer and Sellers shall promptly enter into and perform an agreement intended to effect the transactions contemplated herein and to provide equivalent benefits to the parties hereto on terms acceptable to the FCC and in compliance with the Communications Act and FCC Rules. A termination under **Section 7.1(c) or (d)** will not relieve any party of any liability for a breach of, or for any misrepresentation under, this Agreement.

## **ARTICLE VIII INDEMNIFICATION**

**8.1 Indemnification Obligations of Sellers.** Sellers agree to indemnify and hold harmless Buyer from and against any and all losses of Buyer or the Companies (after the Closing), directly or indirectly, as a result of, or based upon or arising from:

- (a) any inaccuracy in or breach of any of the representations, warranties of Sellers or the Companies (before the Closing) contained herein;
- (b) any breach by Sellers or the Companies of any covenants of Sellers or the Companies contained herein to be performed before the Closing Date; or
- (c) the liability items identified in **Section 1.3**.

**8.2 Indemnification Obligations of Buyer.** Buyer agrees to indemnify and hold harmless Sellers from and against any losses of Sellers, directly or indirectly, as a result of, or based upon or arising from:

- (a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained herein; or
- (b) any breach by Buyers of any covenants of Buyers contained herein; or
- (c) any third-party claims or demands regarding the conduct of the business or operations of the Station or with respect to the FCC Licenses arising or accruing at any time after the Closing, except for such claims or demands for which Sellers are obligated to indemnify Buyer pursuant to **Section 8.1**.

**8.3 [Deleted]**

**8.4 Survival.** The representations, warranties and covenants contained in or made pursuant to this Agreement and the indemnification provided for in this **ARTICLE VIII** with respect to the breach thereof will survive the Closing and will expire on the second anniversary of the Closing. If a claim has been asserted in accordance with the provisions of this **ARTICLE VIII** with respect to any representation, warranty or covenant prior to the applicable expiration of the period for which it will survive as provided above, such representation, warranty or covenant will continue indefinitely until such claim is finally resolved.

**8.5 Limits on Indemnification.** No claim may be asserted under this **ARTICLE VIII** unless Buyer or Sellers, as applicable, has delivered to the other party notice of such right to indemnification prior to the expiration of the related survival period.

**8.6 Exclusive Remedy.** To the extent permitted by law, the rights and remedies conferred in this **ARTICLE VIII** are the sole and exclusive remedies of Buyer and Sellers against the other available at any time after the Closing Date, and after the Closing Date Buyer and Sellers shall not be entitled to any further indemnification rights or claims of any nature whatsoever against the other, which each party hereby expressly waives.

## **ARTICLE IX GENERAL**

**9.1 Amendments; Waivers.** This Agreement and any Schedule or Exhibit attached hereto may be amended only by agreement in writing of all parties. No waiver of any provision nor consent to any exception to the terms of this Agreement will be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

**9.2 Integration.** This Agreement, together with such Schedules and Exhibits, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith. No prior agreement by and among Media Ltd., the Companies and Richard and/or Sharon Burns will survive the Closing.

**9.3 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Alaska, without giving effect to the conflicts of law principles thereof.

**9.4 Assignment.** No party may assign this Agreement nor any rights or obligations hereunder without the prior written consent of the other parties

**9.5 Counterparts.** This Agreement and any amendment hereto or any other agreement (or document) delivered pursuant hereto may be executed in one or more counterparts and by different parties in separate counterparts. All of such counterparts will constitute one and the same agreement and will become effective when signed by each party and delivered to the other party.

**9.6 Notices.** All notices and other communications given or made pursuant hereto must be in writing and will be deemed to be effective (a) if given by mail, three (3) days after such communication has been deposited in the mails with first class postage prepaid, addressed to the applicable address specified below, or (b) if given by any other means, including overnight mail or personal delivery, when actually delivered at the applicable address specified below:

**If to Buyer, addressed to:**

**Frontier Media, LLC  
3161 Channel Drive  
Juneau, AK 99801**

**If to Sellers, addressed to:**

**Teri Namtvedt, CPA  
P. O. Box 8716025  
Wasilla, Alaska 99687**

**With copy to:  
Joseph D. McDonald, Esq.  
1100 SW Sixth Avenue #1400  
Portland, Oregon 97204**

or to such other address or to such other person as either party has last designated by such notice to the other party.

**9.7 Waiver.** No failure on the part of any party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

**9.8 Attorneys' Fees.** In the event of any action for the breach of this Agreement or misrepresentation by any party, the prevailing party will be entitled to reasonable attorney's fees, costs and expenses incurred in such action. Attorneys' fees incurred in enforcing any judgment in respect of this Agreement are recoverable as a separate item. The parties intend that the preceding sentence be severable from the other provisions of this Agreement, survive any judgment and, to the maximum extent permitted by law, not be deemed merged into such judgment.

**9.9 Specific Performance.** Sellers and Buyer each acknowledge that, in view of the uniqueness of the Stations and the transactions contemplated in this Agreement, the Buyer would not have an adequate remedy at law for money damages if the consummation of the transactions contemplated by this Agreement were not performed in accordance with its terms, and therefore Sellers agree that the Buyer will be entitled to specific enforcement of the terms hereof in addition to any other remedy to which it may be entitled, at law or in equity.

**9.10 Severability.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any governmental entity, the remaining provisions of this Agreement to the extent permitted by law will remain in full force and effect provided that the intent and purpose of the parties are not frustrated thereby. In the event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes hereof. To the extent permitted by law, the parties hereby to the same extent waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

[Remainder of page intentionally left blank.]

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

**BUYER:**

FRONTIER MEDIA, LLC

By: 

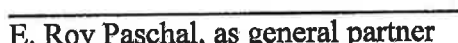
Name: Richard Burns


By: 

Name: Sharon Burns


**SELLERS:**

Media Limited., by its general partner

  
E. Roy Paschal, as general partner

  
E. Roy Paschal, individually

  
Jason Paschal, individually

  
The Elmer Roy Paschal Revocable Living  
Trust dated 7/10/2000

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

**BUYER:**

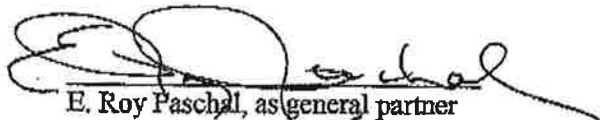
FRONTIER MEDIA, LLC

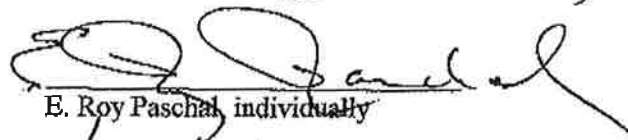
By: \_\_\_\_\_  
Name: Richard Burns

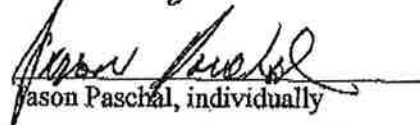
By: \_\_\_\_\_  
Name: Sharon Burns


**SELLERS:**

Media Limited., by its general partner

  
E. Roy Paschal, as general partner

  
E. Roy Paschal, individually

  
Jason Paschal, individually

  
The Elmer Roy Paschal Revocable Living  
Trust dated 7/10/2000



## **EXHIBITS AND SCHEDULES**

Schedule 2.1:

Officers of ABC, Managers of JAC, TRC and TRCL, Officers of Jo Al

List of Officers:

Alaska Broadcast Communications, Inc.

Jason Paschal Director, Treasurer

Jill Paschal Director, Secretary

Richard Burns Director, Vice President

Roy Paschal Director, President

Sharon Burns, Director

Juneau Alaska Communications, LLC:

E. Roy Paschal, Manager

Jason Paschal, Member

Richard Burns, Member

Sharon Burns, Member

Texarkana Radio Center, LLC:

Elmer Roy Paschal, Manager

Elmer Roy Paschal and Jill Paschal, Co-Trustees of Elmer Roy Paschal Revocable Living Trust  
Dated 7-10-00, Member,

Jason Paschal, Member

Richard Burns, Member

Sharon Burns, Member

Texarkana Radio Center Licenses, LLC:

Texarkana Radio Center, LLC, Member, Manager

Jo-Al Broadcasting, Inc. To be appointed

Schedule 2.8 FCC Licenses

<b>Alaska Broadcast Communications, Inc. (#0102804-2)</b>			
<b>Station</b>	<b>Community of License</b>	<b>Facility ID No.</b>	<b>Auxiliary Stations</b>
KGTW(FM)	Ketchikan, AK	789	WPQS896
KTKN(AM) (Class B)	Ketchikan, AK	788	KRH784
KJNO(AM) (Class B)	Juneau, AK	61235	KC27698
KTKU(FM)	Juneau, AK	32950	NONE
KIFW(AM)	Sitka, AK	60516	NONE
KSBZ(FM)	Sitka, AK	60517	NONE
FM Translator K248AI	Craig, AK	790	NONE
FM Translator K258AD	Craig, AK	791	NONE
FM Translator K257CN	Mendenhall Valley, AK	32949	NONE
FM Translator K252EJ	Wrangell, AK	147853	NONE
<b>Juneau Alaska Communications, LLC (#0102804-3)</b>			
<b>Station</b>	<b>Community of License</b>	<b>Facility ID No.</b>	<b>Auxiliary Stations</b>
KINY(AM) (Class B)	Juneau, AK	823	KB97416 KQP290 KQP291 WPNG538
KSUP(FM)	Juneau, AK	820	WHY958
KCBJ-LP (UHF Translator Station)	Juneau, AK	129332	NONE
KXXJ(AM) (Class B)	Juneau, AK	161171	NONE
FM Translator K280ED	Hoonah, AK	777	NONE
FM Translator K280DX	Angoon, AK	821	NONE
FM Translator K300AB	Juneau, AK	822	NONE
FM Translator K278AC	Kake, AK	824	NONE
FM Translator K279AF	Haines & Skagway, AK	82616	NONE
FM Translator K284AM	Skagway, AK	137761	NONE

<b>Texarkana Radio Center Licenses, LLC (#0102804-4)</b>			
<b>Station</b>	<b>Community of License</b>	<b>Facility ID No.</b>	<b>Auxiliary Stations</b>
KCMC-AM (formerly KTFS-AM – call sign change 3/21/2014) (Class D)	Texarkana, TX	33542	KO2499 KS2466 <b>WLG880*</b> WQDA578 WQJE667
KTFS-AM (formerly KCMC-AM – call sign change 3/21/2014) (Class B)	Texarkana, TX	33729	KA21840 KLB588 <b>WLE528*</b> WQDA576 WQVE832
KTFS-FM	Texarkana, AR	33541	KB96795 <b>WHS647*</b> WQDA571
KBYB-FM	Hope, AR	33762	WMV426 WQDA567
KTTY(FM)	New Boston, TX	165971	WQSX354
FM Translator K288FI	Texarkana, TX	156973	NONE (Rebroadcasts KCMC-AM, 33542)
FM Translator K255CU (formerly K253BO)	Texarkana / Nashville, AR	150918	NONE (Rebroadcasts KTFS-AM, 33729)
FM Translator K257FY (formerly K255CR) <b>License granted 10/1/2015</b>	Texarkana, TX	156971	NONE
<b>Jo-Al Broadcasting, Inc. (#0102804-4)</b>			
<b>Station</b>	<b>Community of License</b>	<b>Facility ID No.</b>	<b>Auxiliary Stations</b>
KTOY(FM)	Texarkana, AR	31348	KC27667 WQEF771