

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (this “Agreement”) is made and entered into this 9th day of August, 2013, by and between Bowers Broadcasting Corporation, a West Virginia corporation (the “Seller”), and AJG Corporation, a West Virginia corporation (the “Buyer”) (together, Seller and Buyer are the “Parties”).

### Recitals

A. Seller owns and operates the following radio stations (together, the “Station”) pursuant to licenses issued by the Federal Communications Commission (the “FCC”):

WCLG, Morgantown, West Virginia  
WCLG-FM, Morgantown, West Virginia

B. Seller desires to sell the assets used or useful in the operation of the Station to Buyer and Buyer desires to purchase all such assets.

C. Seller desires to assign all the FCC licenses and other authorizations necessary for operation of the Station to Buyer upon obtaining all requisite governmental consents, and Buyer desires to acquire all such licenses and other authorizations.

D. Seller and Buyer are entering into a Time Brokerage Agreement of even date herewith (the “TBA”) under which Buyer will, consistent with FCC rules and policies, provide programming to the Station prior to closing of the transactions provided for in this Agreement.

### Agreement

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Sale and Assignment of Assets.** Subject to and in reliance upon the requirements for Closing specified in this Agreement, Seller will sell, assign, transfer and deliver to Buyer all of the assets and rights of every kind and nature (except for the Excluded Assets set forth below), real, personal and mixed, tangible and intangible now or hereafter owned by Seller or in which Seller now or hereafter has an interest that are used or useful in the operation of the Station, including assets and rights acquired by Seller or arising between the date hereof and the Closing Date (all of which are hereinafter collectively called the “Assets”), subject to Permitted Encumbrances, including, without limitation, the following:

1.1 **Licenses.** All licenses, permits and authorizations issued by any governmental or regulatory agency (including antenna structure registration numbers) which are transferable or assignable, used or useful in the operation of, or in connection with the operation of, the Station, as listed on Schedule 1.1 (the “Licenses”);

1.2 **Tangible Assets.** All tangible assets of Seller used or useful in the operation of the Station as listed on Schedule 1.2 (the “Tangible Assets”);

1.3 **Assigned Contracts.** The leases, contracts and agreements listed on Schedule 1.3 (collectively, the “Assigned Contracts”);

1.4 **Call Letters.** All right, title and interest of Seller in and to the use of the call letters for the Station (the “Call Letters”);

1.5 **Intangible Assets.** All goodwill, copyrights, trademarks (registered and unregistered), logos, trade names, jingles, slogans, websites, domain names, social media sites, music collections and other intangible property rights used in the operation of the Station as set forth on Schedule 1.5 (the “Intangible Assets”);

1.6 **Business Records.** All business and technical records of the Station relating to its operation including, but not limited to, customer lists, account histories, receipts logs, sales contracts, records of expenditures and the Station’s public files and logs (the “Business Records”);

1.7 **Real Property.** The real property as described in Schedule 1.7 with the improvements thereon and all easements and rights for the benefit of such property (“Real Property”)

1.8 **Excluded Assets.** The Assets to be assigned hereunder shall not, however, include (a) cash and cash equivalents, deposits and bank accounts and mutual fund investments which may be carried on the books of the Seller; (b) accounts receivable(the “Accounts Receivable”) generated from broadcasts by Seller prior to the Commencement Date (the “Commencement Date”) as defined in the Time Brokerage Agreement (the “TBA”); (c) tax returns and other records or materials relating to Seller generally; (d) contracts of insurance and all insurance proceeds or claims made by Seller relating to property or equipment repaired, replaced or restored by Seller prior to the Closing Date; (e) any rights of or payment due to Seller under or pursuant to this Agreement, the TBA or the other agreements with Buyer contemplated hereby; (f) all tangible and intangible personal property disposed of or consumed between the date of this Agreement and the Closing Date in the ordinary course of the business in accordance with this Agreement and the TBA; (g) those tangible assets of personal significance to Seller’s principals as identified to Buyer by Seller’s president; (h) prepaid expenses and deposits; and (i) the proceeds from any obligations due to Seller from its shareholders, officers, or directors.

## 2. **Purchase Price and Payment/Escrow Deposit.**

2.1 **Purchase Price.** In consideration for the sale, assignment, transfer and conveyance of the Assets, and upon satisfaction in full of the terms and conditions of this Agreement, at Closing Buyer shall pay Seller the sum of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) plus or minus any adjustments to be made pursuant to Section 2.4, by wire transfer of available U.S. funds in the manner set forth below (the “Purchase Price”).

2.2 **Escrow.** Simultaneously with the execution hereof, Buyer will deposit with The Huntington Bank, N.A., Morgantown, West Virginia (the “Escrow Agent”), the sum of Ninety Thousand Dollars (\$90,000.00) as an earnest money deposit (the “Escrow Deposit”). The Escrow Agent shall hold the Escrow Deposit in an interest bearing account and disburse the Escrow Deposit pursuant to the Escrow Agreement of even date herewith. Any escrow agent fees

charged by the Escrow Agent will be shared equally by Seller and Buyer. In the event that this Agreement is terminated pursuant to the terms hereof, the Escrow Deposit shall be paid to Seller or paid to Buyer in accordance with Section 11. Any portion of the interest and earnings on the Escrow Deposit not paid to Seller shall be paid to Buyer. Buyer and Seller shall deliver such instructions to the Escrow Agent as may be necessary to disburse the Escrow Deposit in accordance with the terms of this Agreement.

2.3 **Allocation of Purchase Price.** The Purchase Price shall be allocated among the Licenses, Tangible Assets and Intangible Assets in accordance with a schedule agreed to by Buyer and Seller no later than three (3) business days before the Closing Date. In the event that the Purchase Price is changed for any reason, the allocation of the Purchase Price shall be adjusted accordingly. Buyer and Seller agree that the allocation shall be conclusive and binding on Buyer and Seller for all purposes, including without limitation, reporting and disclosure requirements of the Internal Revenue Service. In the event that the parties cannot agree on an allocation of the Purchase Price, the parties will mutually agree on a Certified Public Accountant or other individual familiar with the valuation of broadcast stations to arrive at a valuation, whose conclusions shall be binding on the parties. One-half of the costs of such individual will be paid by each party.

2.4 **Proration of Income and Expenses.** Except as otherwise provided herein, and subject to the provisions of the TBA, all expenses arising from Seller's ownership of the Assets to be conveyed hereunder that are customarily prorated shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles as of 12:01 a.m., Eastern time, on the Closing Date (the "Adjustment Time"), on the basis that all income and expenses which accrue prior to the Adjustment Time are for the account of Seller, and all income and expenses which accrue after the Adjustment Time are for the account of Buyer. Such prorations shall include, without limitation, all property, ad valorem, and other taxes on the Assets (but excluding income taxes and taxes arising by reason of the assignment of the Assets as contemplated hereby, which shall be paid by Seller), studio rent payments, contract payments, utility charges, and business, programming, copyright, music and other license fees attributed to Seller, and similar prepaid and deferred items attributable to the ownership of the Station or the Assets. For the avoidance of doubt, there shall be no adjustment for the liabilities outstanding with respect to the barter agreements listed on Exhibit 2 to the TBA. Buyer will assume all barter liabilities listed on Exhibit 2 to the TBA outstanding as of the Commencement Date. The prorations and adjustments contemplated by this Section, to the extent practicable, shall be made on the Closing Date to the Purchase Price. As to those prorations and adjustments not capable of being ascertained on the Closing Date, an adjustment and proration shall be made within thirty (30) calendar days following the Closing Date, with payment made by wire transfer of immediately available funds to an account designated by the Party which is to receive such payment.

3. **No Assumption of Liabilities.** At Closing, Buyer shall assume from Seller (and thereafter pay, perform, discharge or otherwise satisfy in accordance with their respective terms), and Seller shall irrevocably convey, transfer and assign to Buyer, all of the Assumed Liabilities of Seller. Except for Assigned Contracts assumed by Buyer under the TBA and those other obligations and liabilities assumed by Buyer under the TBA or arising out of or caused by Buyer's actions in connection with the TBA or failure to perform or discharge its obligations as required

by the TBA, Buyer shall not assume and shall not be obligated to pay any of the liabilities or obligations of Seller, except the Assumed Liabilities and such other liabilities as are specifically set forth in this Agreement. Upon assumption by Buyer of the Assigned Contracts, Buyer shall be entitled to all of Seller's rights and benefits thereunder and shall relieve Seller of its obligations to perform the same. For all purposes of and under this Agreement, the term "Assumed Liabilities" shall mean, refer to and include all liabilities of Seller (i) under the Assumed Contracts to the extent attributable to the period at or after the Adjustment Time and all liabilities then outstanding with respect to barter agreements listed on Exhibit 2 to the TBA, (ii) relating to, or arising under, the FCC Licenses to the extent attributable to the period at or after the Adjustment Time, (iii) relating to the Assets arising during, or attributable to, any period of time at or after the Adjustment Time; and (vii) all liabilities of Seller to the extent included in the calculation of the prorations in Section 2.4.

4. **Seller's Representations and Warranties.** The following representations and warranties shall survive for one (1) year from the Closing Date or December 1, 2014, whichever is earlier. For purposes of this Section 4, all references to the "knowledge of Seller" or to the "best of Seller's knowledge" shall mean the actual knowledge of the principals of Seller. Seller represents and warrants to Buyer as of the date hereof, with respect to the Station, as follows:

4.1 **Formation, Standing and Power.** Seller is a corporation validly existing and in good standing under the laws of West Virginia. With respect to the Station, there is no jurisdiction other than West Virginia in which the character or use of Seller's Assets or the nature of its business makes necessary the licensing or qualification of Seller to do business.

4.2 **Authority for Transaction.** Seller's execution and delivery of this Agreement, its compliance with the provisions hereof, and the consummation of all of the transactions contemplated hereby have all been duly and validly authorized by all necessary action on the part of Seller, and this Agreement is valid and binding upon Seller in accordance with its terms, except as such enforceability may be limited by the Enforceability Exceptions. "Enforceability Exceptions" means the exceptions or limitations to the enforceability of contracts under principles of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar law affecting creditors' rights and relief of debtors generally, and rules of law and general principles of equity including, without limitation, rules of law and general principles of equity governing specific performance, injunctive relief and other equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.3 **Licenses.** Seller is the holder of the Licenses, all of which are in full force and effect, except as noted on Schedule 4.3. The Licenses constitute all material licenses, permits and governmental authorizations and approvals necessary for the operation of the Station. Except as noted in Schedule 4.3, no proceeding (judicial, administrative or otherwise) is pending or, to the best of Seller's knowledge, threatened against Seller, the Station or any License that could lead to a revocation, suspension or limitation of the rights under any License, except for proceedings affecting the radio broadcasting industry generally. Except as noted in Schedule 4.3, to the Knowledge of Seller, there exists no state of facts related to Seller, the Station or the Licenses which could lead to any revocation, suspension or limitation of any License.

4.4 **Condition of Assets.** All the Tangible Assets listed on Schedule 1.2, which include transmitting equipment that is currently used by the Station in its operations, which taken as a whole, is in operational, is in working condition, normal wear and tear excepted and has been serviced and maintained by Seller in accordance with normal industry standards, in each case, except as noted on Schedule 1.2. As set forth on Schedule 1.2, some equipment is scheduled for repair or replacement. Seller makes no representation that such repair or replacement will be completed before Closing, and Buyer agrees to accept the assets in their current condition.

4.5 **Contracts, Leases, Agreements.** Schedule 1.3 contains a true and complete list of all material Assigned Contracts, and Seller has delivered to Buyer complete and correct copies of all of the Assigned Contracts on Schedule 1.3 (including amendments and modifications thereto) to the extent such Assigned Contracts are in writing (and to the extent such contracts are not in writing, a description of the material terms of such Assigned Contracts). The Assigned Contracts are valid, binding and in full force and effect except with respect to expiration dates and other limitations contained within such instruments, except as such enforceability may be limited by the Enforceability Exceptions. Seller, and to the best of Seller's knowledge, each other party thereto have complied in all material respects with all provisions of the Assigned Contracts required to be complied with by them and neither Seller nor, to best of Seller's knowledge, any such other party is in default in any material respect thereunder, and no event has occurred which, but for the passage of time or giving of notice or both, would or might constitute a material default or termination under any Assigned Contract. Each such Assigned Contract may be assigned in accordance with its terms, or with the approval for such assignment as set forth on Schedule 4.5.

4.6 **Employees and Agreements Relating to Employment.** Except as set forth on Schedule 4.6, there is (a) no written employment contract with any employee of the Station, (b) no obligation, contingent or otherwise, under any employment arrangement, (c) no collective bargaining agreement, and (d) no employee pension, retirement, profit sharing, bonus or similar plan. No union has been certified or sought recognition as a bargaining agent for any employee of the Station.

4.7 **Legal Proceedings.** Except as noted in Schedule 4.3, no litigation, court or administrative proceeding is pending or, to the best of Seller's knowledge, threatened against Seller relating to the Station or any Asset to be conveyed hereunder which would affect Buyer's enjoyment of the Assets (except for proceedings affecting the radio broadcasting industry generally), or which would hinder or prevent the consummation of the transactions contemplated by this Agreement, and Seller does not have Knowledge of any basis for any such possible action.

4.8 **Compliance with Licenses, Laws, Regulations and Orders.** To the knowledge of Seller, Seller is in compliance in all material respects with all material terms and conditions of all Licenses, laws, regulations and orders applicable to its business and operations (including the Assets) including, without limitation, compliance with the Communications Act of 1934, as amended (the "Communications Act") and the FCC's rules and published policies (collectively with the Communications Act, the "Communications Laws"), and, except as noted in Schedule 4.3, Seller has not been charged with violating or, to the best of Seller's knowledge, threatened with a charge of violating or is under investigation with respect to a possible violation of, any provision of any License, or any federal, state or local law or administrative ruling or

regulations relating to any aspect of its business. All of Seller's Assets are operated in compliance with all material terms and conditions of the Licenses and all laws, ordinances, codes, regulations (including the Communications Laws) and other requirements of any governmental authority having jurisdiction over the Assets. To Seller's knowledge it is not in violation in any material respect of any environmental law or regulation in connection with its operation of the Station or its ownership of the Assets.

4.9 **No Conflict.** Neither the execution and delivery of this Agreement by Seller, nor compliance by Seller with any of the provisions hereof, nor the consummation of the transactions contemplated hereby, will:

(a) conflict with or result in a breach of any provision of Seller's certificate of organization, operating agreement, or other organizational documents;

(b) result in a default, or give rise to any right of termination, cancellation or acceleration, under any term, condition or provision of any contract, encumbrance or other instrument or obligation to which Seller is a party or by which Seller or any of Seller's Assets may be bound; or

(c) violate any order, writ, injunction, decree, statute, rule, or regulation applicable to Seller, or any of its Assets.

Except for the approval of the FCC, and such consents as are necessary for assignment of the Assigned Contracts as specified on Schedule 1.3, no consent, waiver or approval by, notice to or filing with any person or entity is required in connection with the execution and delivery of this Agreement by Seller, compliance by Seller with any of the provisions hereof, or the consummation of the transactions contemplated hereby.

#### 4.10 **Intentionally Omitted.**

4.11 **Broker.** Seller has not incurred nor become liable for any broker's commission or finder's fee relating to the transactions contemplated under this Agreement. Seller agrees to indemnify and hold Buyer harmless from any claims for brokerage fees, finder's fees, or commissions asserted by any person acting on Seller's behalf in connection with this transaction.

4.12 **Liens.** There are no outstanding liens (including, without limitation, any tax lien), claim, charge, security interest, mortgage, pledge, easement, lease, license, right of first offer or first refusal, conditional sale or other title retention agreement, defect in title or other restriction of any kind on the Assets (collectively, the "Liens"), or other restrictions, options or rights, agreements, arrangements, or commitments of any kind that have been issued, made, or granted to any person relating to the Station, other than Permitted Encumbrances. "Permitted Encumbrances" means, as to any Asset, (A) liens for taxes, assessments and governmental charges not yet due and payable or that are being contested in good faith; (B) zoning laws and ordinances and similar laws that are not materially violated by any existing improvement or that do not prohibit the use by Buyer following the closing of the applicable Assets subject thereto as currently used in the operation of the Station; (C) any right reserved to any governmental authority to regulate the affected property (including restrictions stated in any permits); (D) in the case of any leased asset, (i) the rights of any lessor under the applicable lease agreement, (ii) any statutory lien

for amounts that are not yet due and payable or that are being contested in good faith, and (iii) any other liens encumbering the fee title interest in any leased real property and not attributable to Seller; (E) Liens created by or through Buyer; (F) minor defects of title, easements, rights-of-way, restrictions and other minor imperfections or irregularities in title that are reflected in the public records that do not individually or in the aggregate materially interfere with the right or ability to use the applicable Assets as presently utilized; and (G) Liens that will be released or discharged prior to or as of the Closing.

4.13 **Taxes.** Seller and its parent entities have timely filed or caused to be timely filed (subject to any appropriate extensions) all federal income tax returns and all other federal, state, county, local, or city tax returns affecting the Station or the Assets which are required to be filed (together with all reports, schedules and other documents relating thereto, "Returns"), and Seller and its parent entities have paid or caused to be paid all taxes due under such Returns. All Returns which have been filed have been true and correct in all material respects, and no tax or other payment in an amount other than as shown on such Returns is required to be paid. There are no present disputes as to taxes of any nature payable by Seller or its parent entities which could adversely affect any of the Assets or the operation of the Station.

4.14 **Real Property.** With respect to the Real Property:

(a) **Title to Real Property.** Seller has good and marketable fee simple title to the Real Property.

(b) **Condemnation.** No condemnation proceeding is in progress concerning the Real Property and, to the best of Seller's knowledge, no condemnation of the Real Property is proposed.

(c) **Regulatory Compliance.** To the best of Seller's knowledge, the improvements on the Real Property do not violate in any material respect the provisions of any applicable zoning codes, building codes, fire regulations, building restrictions, or other governmental ordinances, orders or regulations.

(d) **Other Contracts.** There are no leases, rental agreements, or material contracts for service or maintenance of the Real Property.

(e) **Facilities.** To the best of Seller's knowledge, the transmitting facilities of the Station, including the tower, ground system, guy lines, anchors, and the transmitter building are located entirely within the confines of the Real Property. All improvements and fixtures located on the Real Property (including the heating and air conditioning systems) are in good condition and repair, ordinary wear and tear in normal usage excepted.

(f) **Utilities.** All utilities required for the operation of the Real Property and improvements thereon either enter the Real Property through adjoining public streets, or if they pass through adjoining private land, they do so in accordance with valid easements.

5. **Buyer's Representations and Warranties.** The following representations and warranties shall survive for one year from the Closing Date. Buyer represents and warrants to Seller, as of the date hereof, as follows:

5.1 **Buyer's Qualifications.** Buyer is legally and financially qualified to acquire the Station. Buyer knows of no fact or circumstance which would, under the Communications Laws, disqualify or preclude Buyer from being approved as an assignee of the Licenses, and this acquisition would not require any waivers or exceptions to any of the Communications Laws. Buyer will not take any action that Buyer knows, or has reason to believe, would result in such disqualification. To Buyer's knowledge, there are no proceedings, complaints, notices of forfeiture, claims, or investigations pending or threatened against Buyer that would prohibit Buyer from (a) acquiring the Licenses or (b) seeking the FCC Consents.

5.2 **Formation, Standing and Power.** Buyer is a corporation validly existing and in good standing under the laws of West Virginia. Buyer has all necessary power and authority to execute and deliver this Agreement, to comply with the provisions hereof and to consummate the transactions contemplated hereby.

5.3 **Authority for Transaction.** Buyer's execution and delivery of this Agreement, its compliance with the provisions hereof, and the consummation of all of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Buyer, and this Agreement is valid and binding upon Buyer in accordance with its terms.

5.4 **No Conflict.** Neither the execution and delivery of this Agreement by Buyer, nor compliance by Buyer with any of the provisions hereof, nor the consummation of the transactions contemplated hereby will:

(a) conflict with or result in a breach of any provision of Buyer's certificate of organization, operating agreement, or other organizational documents;

(b) result in a default, or give rise to any right of termination, cancellation, or acceleration, under any term, condition or provision of any contract, encumbrance, or other instrument or obligation to which Buyer is a party or by which it or any of its properties or assets may be bound; or

(c) violate any order, writ, injunction, decree, statute, rule, or regulation applicable to Buyer or any of its properties or assets.

Except for the issuance of the FCC consent and for certain filings required to be made with the FCC after the Closing Date, no consent, waiver or approval by, notice to or filing with any person or entity is required in connection with the execution and delivery of this Agreement by Buyer, compliance by Buyer with any of the provisions hereof or the consummation of the transactions contemplated hereby.

5.5 **Legal Proceedings.** There is no legal, equitable, administrative or arbitration action, suit, proceeding, or known investigation pending or, to Buyer's knowledge, threatened against or affecting Buyer or any of its assets which, if adversely determined, would adversely affect the ability of Buyer to consummate the transactions contemplated hereby.

5.6 **Financing.** Buyer has the financing on hand or from committed sources sufficient to complete the transactions contemplated by this Agreement.

5.7 **Broker.** Buyer has not incurred nor become liable for any broker's commission or finder's fee relating to the transactions contemplated by this Agreement. Buyer agrees to indemnify and hold Seller harmless from any claims for brokerage fees, finder's fees or commissions asserted by any person, acting on Buyer's behalf in connection with this transaction.

6. **Seller's Covenants.**

6.1 **Indemnification.**

(a) The sole and exclusive remedy which Buyer shall have against Seller under this Agreement after the Closing Date shall be the right to proceed for indemnification in the manner and only to the extent provided by this Section 6. Seller hereby indemnifies Buyer and holds it and its agents, successors and assigns harmless, with respect to demands for indemnification asserted by Buyer, as provided by this Section 6.1, within one (1) year after the Closing Date from, against and in respect of the matters listed below, except claims arising under Section 4.13 (Taxes), which will remain open until expiration of the relevant statutes of limitations:

(1) the ownership and operation of the Station prior to Closing, including, but not limited to all liabilities, obligations, claims against and contracts of Seller of every kind and nature whatsoever, at any time existing or asserted, whether or not accrued, whether fixed, contingent or otherwise, whether known or unknown, and whether or not recorded on the books and records of Seller, arising out of or by reason of this or any other transaction or event occurring prior or subsequent to the Closing, which have not been assumed by Buyer; and

(2) all losses, damages and deficiencies resulting from any failure or breach of any representation or warranty, or any breach or nonfulfillment of any covenant or agreement, of Seller made in this Agreement; and

(3) all actions, suits, proceedings, claims, demands, assessments, judgments, fines, amounts paid in settlement, costs and expenses (including reasonable attorneys' fees and expenses) incident to any of the foregoing.

(b) If a demand for indemnification arises out of a claim made against Buyer by a person not a party to this Agreement or affiliated with a party to this Agreement (a "Third Party Claim"), Buyer shall give prompt notice thereof to Seller, stating in reasonable detail the nature of the Third Party Claim, the identity of the Third Party Claimant and the specific representations, warranties or covenants which Buyer contends Seller has breached. Seller shall have the right to undertake the defense or opposition to such Third Party Claim with counsel selected by it. In the event that Seller elects not to undertake such defense or opposition, Buyer may undertake the defense, opposition, compromise or settlement of such Third Party Claim with counsel selected by it at Seller's cost, except that Buyer shall not, without Seller's written consent, settle or compromise any Third Party Claim or consent to entry of any judgment that does not include the giving by the claimant to Seller of a release from all liability in respect of such Third Party Claim. Anything herein to the contrary notwithstanding: (1) Buyer shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Third Party

Claim; (2) Seller shall not, without Buyer's written consent, settle or compromise any Third Party Claim or consent to entry of any judgment that does not include the giving by the claimant to Buyer of a release from all liability in respect of such Third Party Claim; and (3) in the event that Seller undertakes defense of or opposition to any Third Party Claim, Buyer, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with Seller and its counsel concerning such Third Party Claim and Seller and Buyer and their respective counsel shall cooperate in good faith with respect to such Third Party Claim.

(c) If Buyer asserts a demand for indemnification hereunder, but such demand is not based upon a Third Party Claim, Buyer shall notify Seller thereof, stating in reasonable detail the nature of Buyer's claim and the specific representations, warranties and covenants which Buyer contends Seller has breached. Seller shall have thirty (30) days after the effective date of such notice to accept or reject Buyer's demand for indemnification. If Seller accepts such demand for indemnification, it shall pay the amount of indemnification claimed by Buyer. If no acceptance is received by Buyer within such 30-day period, Seller shall be deemed to have rejected the demand. In the event Seller rejects Buyer's demand for indemnification or fails to accept such demand within such 30-day period, Buyer may seek redress in a court of law.

(d) The aggregate amount that Seller shall be required to indemnify and hold harmless pursuant to Section 6.1(a)(2) and Section 6.1(a)(3) solely to the extent it relates to Section 6.1(a)(2) (except claims arising under Section 4.13 (Taxes), which shall not be capped) shall not exceed Six Hundred Thousand Dollars (\$600,000) in the aggregate. No claim for indemnification shall be unless the claim, or the aggregate of all claims, exceeds Forty-Five Thousand Dollars (\$45,000). If the Aggregate Claims exceed Forty-Five thousand Dollars, Buyer will be entitled to receive indemnification for all claims, not just those which exceed the threshold amount. No indemnifying party shall be liable to any indemnified party for special, indirect, consequential, punitive or exemplary damages, or lost profits, diminution in value or any damages based on any type of multiple of earnings, except to the extent such damages are payable to a third party. Each party agrees to exercise its commercially reasonable efforts to mitigate any damages in respect of any pending or threatened claim, including a Third Party Claim.

6.2 **Access and Information.** Seller shall give Buyer and its representatives reasonable access during normal business hours throughout the period prior to Closing to the operations, properties, books, contracts, agreements, leases, commitments and records of the Station; provided, however, that Buyer shall give Seller reasonable advance notice of exercising this right. Seller shall furnish to Buyer such information and data, financial records and other documents in its possession concerning the Station's operations as Buyer may reasonably request. Buyer, at Buyer's expense, may engage a surveyor to survey the Real Property.

6.3 **Conduct of Station Business.** Prior to Closing, without the written consent of Buyer, Seller shall not enter into any transaction other than those in the ordinary course of the business of the Station and shall operate the Station in the normal and usual manner to (subject to, and except as modified by, compliance with the other covenants contained in this Agreement and subject to the provisions contained in the TBA and actions taken by or at the direction of Buyer in connection with the TBA). Without limiting the foregoing, Seller shall, unless Buyer consents otherwise (subject to, and except as modified by, compliance with the other

covenants contained in this Agreement and subject to the provisions contained in the TBA and actions taken by or at the direction of Buyer in connection with the TBA and subject to the Communications Laws):

- (i) not enter into any employment contract relating to the Station;
- (ii) maintain in force the Insurance (subject to any customary renewals);
- (iii) refrain from making any sale, lease, transfer or other disposition of any of the Assets, except (x) obsolete assets that are not in use in the operation of the business; or (y) in the ordinary course of business, consistent with past practice;
- (iv) subject to the provisions of the TBA, refrain from modifying, amending, altering or terminating any of the Assigned Contracts in any material way or waiving any material default or material breach thereunder or modifying, altering or terminating, any other material right relating to or included in the Assets;
- (v) Subject to the terms of the TBA, maintain the Assets in adequate condition, ordinary wear and tear excepted and maintain supplies of inventory and spare parts relating to the Station consistent with past practices;
- (vi) Subject to the terms of the TBA, operate the Station in accordance with the Licenses and in compliance with all laws, rules and regulations applicable to it, including the Communications Laws;
- (vii) refrain from subjecting any of the Assets to any new lien, claim, charge or encumbrance, other than a Permitted Encumbrances;
- (viii) refrain from doing or omitting to do any act which would cause a material breach of, material default under, or termination of, any Assigned Contract;
- (ix) take such action as may be reasonably necessary to obtain any required consents of third parties to the transactions contemplated herein;
- (x) refrain from entering into any other contract or agreement not in effect on the date hereof and not listed on Schedule 1.3 that would be binding on Buyer after Closing;
- (xi) provide to Buyer, promptly upon receipt thereof by Seller, a copy of (i) any notice from the FCC or any other governmental authority of the revocation, suspension, or limitation of the rights under, or of any proceeding for the revocation, suspension, or limitation of the rights under (or that such authority may in the future, as the result of failure to comply with laws or regulations or for any other reason, revoke, suspend or limit the rights under) any License, or any other license or permit held by Seller respecting the Station, and (ii) to the extent they may be available from the FCC, copies of all protests, complaints, challenges or other documents filed with the FCC by third parties concerning the Station and, promptly upon the filing or making thereof, copies of Seller's responses to such filings; notify Buyer in writing immediately upon

learning of the institution of action against Seller involving the Station or Assets before the FCC or any other governmental agency;

(xii) not take any action (or fail to take any action) that could cause the FCC or any other governmental authority to institute proceedings for the suspension, revocation, or limitation of rights under any License; or fail to prosecute with due diligence any pending applications to any governmental authority with respect to the Station or any Licenses, except for proceedings affecting the radio broadcasting industry generally; and

(xiii) pay or cause to be paid or provided for when due (except to the extent contested in good faith for which proper reserves shall have been established or an extension has been filed) all income, property, use, franchise, excise, social security, withholding, worker's compensation and unemployment insurance taxes and all other taxes of or relating to the Station, the Assets and the employees that are required to be paid to city, county, state, Federal and other governmental units up to the Closing Date.

6.4 **Risk of Loss.** Seller shall bear all risk of loss or damage by fire, theft, breakage, explosion, earthquake, accident, flood, rain, storm, riot, acts of God or public enemy, or other casualty or cause, reasonable wear and tear excepted, to any of the Assets to be assigned to Buyer hereunder occurring prior to the Closing (other than any loss or damage resulting from Buyer's actions under the TBA or Buyer's failure to perform or discharge its obligations as required by the TBA). In the event any loss or damage occurs (other than any loss or damage resulting from Buyer's actions under the TBA or Buyer's failure to perform or discharge its obligations as required by the TBA), the proceeds of any insurance policy covering such loss shall be used by Seller to repair, replace or restore any such loss prior to the Closing; provided, however, that, if the proceeds of such insurance are not sufficient to repair, replace or restore the loss, and Seller does not provide additional funds for such purpose upon request by Buyer, Buyer if not then in default may terminate this Agreement. In the event such loss or damage prevents broadcast transmission by the Station in the normal and usual manner (other than any loss or damage resulting from Buyer's actions under the TBA or Buyer's failure to perform or discharge its obligations as required by the TBA) such that the Station is off-the-air, Seller shall give prompt written notice thereof to Buyer. If Seller cannot restore the facilities so that transmission can be resumed consistent with the Licenses and the Communications Laws within 48 hours, Buyer, if not then in default hereunder or the cause of such damage, shall have the right to terminate this Agreement by giving written notice to Seller. In the event of any such termination pursuant to this Section 6.4 neither party shall have any further right or liability hereunder.

6.5 **Other Proposals.** Seller shall not, and shall not permit any of its employees, agents or principals to, solicit or entertain any inquiries or proposals or participate in any discussions, negotiations or agreements relating to the sale, merger or consolidation of Seller to the extent the proposed acquirer thereunder would not be subject to this Agreement or the sale of all or substantially all of Assets prior to the Closing Date.

6.6 **COBRA, Employees; Employee Benefit Plans.** All employees, except for those listed on Schedule 6.6, will be terminated by Seller on the Commencement Date. Buyer, in its sole discretion, may extend offers of employment to those not listed on Schedule 6.6 on such terms and conditions of Buyer's choosing. Nothing in this Agreement shall obligate Buyer to hire

any such employees (such employees who accept Buyer's offer of employment hereinafter referred to as the "Transferred Employees"). Seller shall be responsible for continuing to employ or terminating as appropriate as of the Commencement Date each Employee who has not been offered employment with Buyer as described in this Section 6.6 as of the Commencement Date, and Seller shall be responsible for any and all obligations and liabilities arising in connection with such continuing employment with Seller of any such Employee, including, but not limited to, any obligations respecting Seller benefit plans, and in connection with terminations of employment by Seller of any such Employee. For a period of 90 days after the Commencement Date, Buyer will provide such commissions as are due to those Transferred Employees where Buyer collects revenue attributable to such Transferred Employee's sale prior to Closing, taking into consideration any advance draw already paid to the sales employee. Seller shall be and is solely responsible for COBRA Coverage for all M&A qualified beneficiaries (determined in accordance with Treasury Regulation §54.4980B-9, Q&A 4). Nothing contained herein, expressed or implied, is intended to confer upon any Transferred Employee any right to continued employment for any period of time by reason of this Agreement. Nothing contained herein is intended to confer upon any Transferred Employee any particular term or condition of employment. If the TBA is terminated for any reason without their having been a Closing pursuant to this Agreement, Buyer will cooperate with Seller to facilitate the return to the employment of Seller of all employees of the Station who became employees of the Buyer upon the commencement of the TBA.

6.7 **Insurance Policies.** The insurance policies owned by Seller or of which Seller is a named beneficiary (the "Insurance") will be in effect through the Closing Date and will be fully in effect in accordance with their terms, with no default in the payment of premiums on any such policy and no ground for cancellation or avoidance of any portion thereof or for reduction of the coverage provided thereby.

7. **Buyer's Covenants.**

7.1 **Indemnification.**

(a) From and after the Closing, Buyer shall be responsible for and hereby indemnifies Seller and holds it and its agents, successors and assigns harmless, with respect to demands for indemnification asserted by Seller, as provided by this Section 7.1, within one (1) year after the Closing Date or December 1, 2014, whichever is earlier, from, against and in respect of:

(1) The operation of the Station subsequent to the Closing, including, but not limited to any and all claims, liabilities and obligations arising or required to be performed under the Assigned Contracts assumed by Buyer;

(2) All losses, damages and deficiencies resulting from any failure or breach of any representation or warranty, or any breach or non-fulfillment of any covenant or agreement, of Buyer made in this Agreement; and

(3) All actions, suits, proceedings, claims, demands, assessments,

judgments, fines, penalties, amounts paid in settlement, costs and expenses (including reasonable attorneys' fees and expenses) incident to any of the foregoing.

(b) If a demand for indemnification arises out of a claim made against Seller by a person not a party to this Agreement or affiliated with a party to this Agreement (a "Third Party Claim"), Seller shall give prompt notice thereof to Buyer, stating in reasonable detail the nature of the Third Party Claim and the specific representations, warranties or covenants which Seller contends Buyer has breached. Such notice shall also indicate whether Seller intends to defend against the Third Party Claim. If Seller shall defend against the Third Party Claim, Buyer shall cooperate in all reasonable respects with Seller in such defense, shall make available to Seller all records and other materials reasonably required by Seller in such defense, and shall have the right to participate in such defense. If Seller does not intend to defend against the Third Party Claim, then Buyer may assume defense of the Third Party Claim through legal counsel of its choice, reasonably satisfactory to Seller, in which event Seller shall cooperate in all reasonable respects with Buyer in such defense and shall make available to Buyer and its counsel all records and other materials reasonably required by them in such defense, but Buyer shall at all times control such defense. If Buyer reaches a settlement with the Third Party Claimant which results in any liability to Seller, or if a judgment is rendered against Seller which judgment is not properly appealed or appealable, then Seller shall be entitled to indemnification in an amount sufficient to discharge the Third Party Claim.

(c) If Seller asserts a demand for indemnification hereunder, but such demand is not based upon a Third Party Claim, Seller shall notify Buyer thereof, stating in reasonable detail the nature of Seller's claim and the specific representations, warranties and covenants which Seller contends Buyer has breached. Buyer shall have thirty (30) days after the effective date of such notice to accept or reject Seller's demand for indemnification. If Buyer accepts such demand for indemnification, it shall pay the amount of indemnification claimed by Seller. If no acceptance is received by Seller within such 30-day period, Buyer shall be deemed to have rejected the demand. In the event Buyer rejects Seller's demand for indemnification or fails to accept such demand within such 30-day period, Seller may seek redress in a court of law.

(d) No indemnifying party shall be liable to any indemnified party for special, indirect, consequential, punitive or exemplary damages, or lost profits, diminution in value or any damages based on any type of multiple of earnings, except to the extent such damages are payable to a third party. Each party agrees to exercise its commercially reasonable efforts to mitigate any damages in respect of any pending or threatened claim, including a Third Party Claim.

**7.2 Buyer's Actions Prior to Closing.** Prior to Closing, Buyer shall:

(i) provide notice to Seller if there is any change in any of the representations or warranties that it has made hereunder;

(ii) prosecute the FCC application in good faith and respond to any objections, complaints or inquiries about the application in a timely fashion;

(iii) not take any action which could impede or impair the prompt grant of the FCC application and the consummation of the transactions contemplated by this Agreement; and

(iv) take all actions necessary and in furtherance of the completion of the transactions contemplated by this Agreement.

8. **Application for FCC Approval.**

8.1 **Filing and Prosecution of Application.** Buyer and Seller shall, within five (5) business days from the date of this Agreement, join in an application (the “Assignment Application”) to be filed with the FCC requesting its written consent to the assignment of the Station’s FCC Licenses from Seller to Buyer. Buyer and Seller shall cooperate in prosecuting the Assignment Applications and promptly take all steps necessary to the expeditious prosecution of the Assignment Application to a favorable conclusion, using their reasonable best efforts throughout.

8.2 **Expenses.** Each Party shall bear its own expenses in connection with the preparation of the applicable sections of the Assignment Application and in connection with the prosecution of such application. The FCC filing fees required in connection with the Assignment Application will be evenly shared by Seller and Buyer.

8.3 **Time of FCC Consent.** If the FCC has not granted the Assignment Application within nine (9) months from the date the Assignment Application is filed with the FCC, either Party, if not then in default, may terminate this Agreement by giving written notice to the other Party.

8.4 **Control of Station.** This Agreement shall not be consummated until the FCC has granted the Assignment Application. Subject to the terms of the TBA, until the Closing Buyer shall not, directly or indirectly, control, supervise, direct or attempt to control, supervise or direct the operation of the Station, and such operation shall be the sole responsibility of Seller.

9. **Conditions to Parties’ Obligations.**

9.1 **Conditions to Buyer’s Obligations.** The obligations of Buyer to complete the transactions provided for herein shall be subject, at its election, to satisfaction on or before the Closing Date of each of the following conditions:

(a) **Representations and warranties:** All representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the Closing Date (except as may be otherwise provided in this Agreement), and Buyer shall have received a certificate to that effect, dated the Closing Date, signed by an officer of Seller, except to the extent such failure to be true and correct results from Buyer’s actions under the TBA or Buyer’s failure to perform or discharge its obligations as required by the TBA.

(b) **Pre-Closing obligations:** Seller shall have performed all material obligations required to be performed by Seller hereunder, the performance of which has not been waived by Buyer, and Buyer shall have received a certificate to that effect, dated the Closing Date, signed by an officer of Seller;

(c) **Due authorization:** Seller’s execution and delivery of this Agreement, its compliance with the provisions hereof, and the consummation of all of the transactions

contemplated hereby shall have been duly and validly authorized by all necessary action on the part of Seller, including due authorization and approval thereof by its members or managers, and Buyer shall have received a duly certified copy of all actions taken effecting the same;

(d) Seller's consents, etc.: All consents, waivers, and approvals listed on Schedule 9.1(d) shall have been given, made or obtained, as the case may be, by Seller, and Buyer shall have received a true copy of each thereof;

(e) No bar: There shall not be in effect any judgment, decree or order of, or position taken by, any court or administrative body of competent jurisdiction, nor shall there have been any action, suit, proceeding or known investigation instituted or threatened, unless any such action for money damages is fully bonded by cash or surety bond, nor shall any law or regulation have been enacted or any action taken thereunder, which would, in Buyer's reasonable judgment, restrain or prohibit, make illegal, or subject Buyer to material damage as a result of, the consummation of the transactions contemplated hereby;

(f) WCLG-FM Renewal. The application for renewal of the License of WCLG-FM (BRH- 20110531APW) shall have been granted and such grant shall have become a Final Order as that term is defined in Section 10.1 of this Agreement, provided, however, Buyer may waive the Final Order requirement.

(g) Real Property Reports. Buyer, at Buyer's expense, may engage an environmental consulting firm to conduct such investigations and studies of the Real Property as Buyer deems necessary. If such environmental investigations and studies reveal the existence on the Real Property of any condition constituting a violation of any Environmental Law, Buyer shall bring such condition to attention of Seller. Seller then shall take remedial action as necessary to bring the condition of the Real Property in compliance with all Environmental Laws, *provided, however,* if the cost of such remedial action will exceed Forty-Five Thousand Dollars (\$45,000), Seller may elect to terminate this Agreement. Notwithstanding the above, the foregoing shall not be a condition to Buyer's obligation to close if Buyer fails to commission the above-referenced environmental investigation within thirty (30) days of the date of this Agreement. For purpose of this Agreement, the term "Environmental Law" means all federal and state statutes, together with all regulations promulgated thereunder, relating to pollution, the protection of the environment or the health and safety of workers or the general public.

(h) Further Closing documents: Seller shall have delivered to Buyer the following documents and instruments in form reasonably satisfactory to counsel to Buyer:

(1) the Certificate of the Secretary of State of Virginia attesting to the good standing of Seller in West Virginia as of a date reasonably proximate to the Closing Date;

(2) Bills of Sale or other instruments of conveyance transferring to Buyer title to the Tangible Assets, Business Records, Call Letters and Intangible Assets;

(3) A special warranty deed to the Real Property;

(4) An Assignment of the FCC Licenses to Buyer;

- Assigned Contracts,
- (5) Assignment and Assumption Agreement(s) assigning to Buyer the
  - (6) Such other documents as Buyer may reasonably request; and
  - (7) Written instructions to the Escrow Agent to disburse the Escrow Deposit to Seller, with any interest disbursed to Buyer.

9.2 **Conditions to Seller's Obligations.** The obligations of Seller to complete the transactions provided for herein shall be subject, at its election, to satisfaction on or before the Closing Date of each of the following conditions:

(a) **Representations and warranties:** All representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the date hereof and as of the Closing Date as though made on and as of the Closing Date (except as may be otherwise provided in this Agreement), and Seller shall have received a certificate to that effect, dated the Closing Date, signed by an officer of Buyer;

(b) **Pre-Closing obligations:** Buyer shall have performed all material obligations required to be performed by it hereunder and under the TBA, the performance of which has not been waived by Seller, and Seller shall have received a certificate to that effect, dated the Closing Date, signed by an officer of Buyer;

(c) **Due authorization:** Buyer's execution and delivery of this Agreement, its compliance with the provisions hereof, and the consummation of all of the transactions contemplated hereby shall have been duly and validly authorized by all necessary action by Buyer's managers or members, and Seller shall have received a duly certified copy of the resolutions effecting the same;

(d) **No bar:** There shall not be in effect any judgment, decree or order of, or position taken by, any court or administrative body of competent jurisdiction, nor shall there have been any action, suit, proceeding, or known investigation instituted or threatened, unless any such action for money damages is fully bonded by cash or surety bond, nor shall any law or regulation have been enacted or any action taken thereunder, which would, in Seller's reasonable judgment, restrain or prohibit, make illegal, or subject Seller to material damage as a result of, the consummation of the transactions contemplated hereby; and

(e) **Further closing documents:** Buyer shall have delivered to Seller the following documents and instruments:

(1) Certificate of the Secretary of State of West Virginia attesting to the good standing of Buyer as of a date reasonably proximate to the Closing Date;

(2) Executed counterparts of the closing documents specified in Section 9.1(f) (2)-(5);

(3) The Purchase Price; and

(4) Such other documents as Seller may reasonably request.

9.3. **Mutual Conditions.** The obligations of Buyer and Seller to consummate this Agreement and the transactions contemplated hereby are subject to satisfaction at the time of the Closing of the condition that the FCC shall have granted the Assignment Application with no condition that is materially adverse to either party, any condition to the effectiveness of such FCC consent and approval which is specified therein shall have been met, and unless Buyer specifies an earlier Closing Date pursuant to Section 10.1, the FCC grant of the Assignment Application shall have become a Final Order.

10. **Closing.** Subject to the terms and conditions herein stated, the parties agree as follows:

10.1 **Closing Date.** Closing shall occur within five (5) business days after the FCC's grant of the Assignment Application shall have become a Final Order provided all of the closing conditions set forth in this Agreement have either been waived or satisfied (the "Closing Date"); provided, however, that Seller may elect to postpone Closing until 2014, in which case the Closing will occur on a mutually agreeable business day as early in 2014 as is possible, assuming all other Closing conditions have been met. Buyer and Seller may mutually agree to waive the Final Order requirement and specify an earlier date for Closing upon ten (10) days' written notice to Seller. Closing shall take place at the offices of Fletcher, Heald & Hildreth, PLC, in Arlington, Virginia 22209, or by fax or email of the closing documents called for above on the Closing Date with next-day delivery of originals of such documents and wire transfers covering the Purchase Price. As used in this Agreement, "Final Order" shall mean an order of the FCC with respect to which no appeal; no petition for re-hearing, reconsideration, or stay; no application for review; and no other administrative or judicial action contesting such consent or approval, is pending and as to which the time for filing any such appeal, petition, application or other action has expired or, if filed, has been denied, dismissed, or withdrawn and the time for instituting any further legal proceeding has expired. With respect to the conveyance of the Real Property, Seller shall pay at Closing the cost of the transfer stamps or similar taxes assessed and Buyer shall pay all fees pertaining to the recordation of the deed.

10.2 **Termination.** This Agreement may be terminated at any time prior to the Closing Date, as follows:

- (a) by the mutual consent of Seller and Buyer;
- (b) by Buyer, upon notice to Seller, if on the Closing Date, without any breach by Buyer of its obligations hereunder, Seller has not complied with one or more of the conditions set forth in Section 9.1 (and such compliance is not waived by Buyer) or if Seller shall have breached any of its representations, warranties or obligations hereunder (which breach shall not have been cured in all material respect or waived prior to the earlier of the Closing Date or within thirty (30) days after Buyer has given notice to Seller of such breach); or
- (c) by Seller, upon notice to Buyer, if on the Closing Date, without any breach by Seller of its obligations hereunder, Buyer has not complied with one or more of the conditions set forth in Section 9.2 (and such compliance is not waived by Seller) or if Buyer shall have breached any of its representations, warranties or obligations hereunder (which breach shall not

have been cured in all material respect or waived prior to the earlier of the Closing Date or within thirty (30) days after Seller has given notice to Buyer of such breach);

(d) as provided by Sections 6.4 or 8.3 of this Agreement; or

(e) by either Party in the event of termination of the TBA if such Party is the terminating party, or is entitled to be the terminating party, under the TBA.

In the event of any termination as provided by this Section 10.2, this Agreement shall thereupon become void and of no effect, provided, however, that nothing in this Section 10.2 shall be deemed to release any party from liability for any breach by such party of the terms and provisions of this Agreement or impair the right of Buyer to compel specific performance by Seller of its obligations under this Agreement.

11. **Remedies.** Notwithstanding anything to the contrary herein contained, it is agreed that the rights and privileges granted to Buyer in this Agreement are special and unique and that Buyer shall be entitled to seek injunctive and other equitable relief, including without limitation specific performance, in a court of competent jurisdiction, and if such relief is granted, Buyer shall be entitled to recover from Seller all costs and expenses (including reasonable attorneys' fees) incurred in securing such injunctive or other equitable relief. In lieu of seeking injunctive or equitable relief, Buyer may seek monetary damages but Buyer may not seek both injunctive or equitable relief and monetary damages. In the event of termination of this Agreement due to Buyer's breach thereof, Seller shall be entitled to the Escrow Deposit as liquidated damages, said remedy to be Seller's sole and exclusive remedy. The Parties agree that such amount fairly reflects the approximate damages that Seller would suffer as a result of a breach of this Agreement by Buyer, and that such liquidated damages amount is not a penalty. If this Agreement is terminated under its terms for any other reason, Buyer shall be entitled to a return of the Escrow Deposit, unless such termination is by either party because the Closing has not occurred within the period set forth in Section 8.3, and such delay has been caused in whole or in material part due to issues raised about Buyer's qualifications to acquire the Station, in which case Seller shall be entitled to be reimbursed its demonstrated costs (including, but not limited to, legal and accounting fees) incurred in entering into and performing under the terms of this Agreement and in returning the Stations to their status and operations prior to this Agreement, up to a maximum of Forty-Five Thousand Dollars (\$45,000). Such reimbursement payment shall be deducted from the Escrow Deposit, the remainder of which shall be returned to Buyer.

12. **Further Covenants.**

12.1 **Taxes.** All transfer taxes originating from this transaction shall be paid by the Party responsible by law to pay such tax.

12.2 **Expenses of the Parties.** Except as otherwise expressly provided in this Agreement, all expenses involved in the preparation, negotiation, authorization and consummation of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, counsel and accountants, shall be borne solely by the Party which shall have incurred the same, and no other party shall have any responsibility with respect thereto.

12.3 **Confidentiality.** Except for necessary disclosure to such Party's directors, officers, members, employees, counsel, accountants, lenders and other agents, and except for the disclosure contemplated by Section 8 and such disclosure as may be required by law, each Party shall keep the provisions of this Agreement confidential both prior and subsequent to the Closing Date.

12.4 **Further Assurances.** Each Party shall cooperate with the other, take such further action, and execute and deliver such further documents, as may be reasonably requested by any other Party in order to carry out the terms and purposes of this Agreement. Without limiting the generality of the foregoing, from and after the Closing Date:

(a) each Party shall file all tax returns consistent with the allocation of the Purchase Price set forth in Section 2 of this Agreement and no Party shall take any position on audit or in litigation which is inconsistent with such allocation if such position would result in the payment of any additional tax by, or the disallowance of any deduction or credit to, any other Party; and

(b) upon request, each Party shall take such action and deliver to the requesting Party such further instruments of assignment, conveyance or transfer and other documents of further assurance as in the opinion of counsel to the requesting Party may be reasonably desirable to assure, complete and evidence the full and effective transfer, conveyance and assignment of the Assets and possession thereof to Buyer, its successors and assigns, and the performance of this Agreement by Seller and Buyer in all respects.

12.5 **Accounts Receivable.** Ownership of the Accounts Receivable shall at all times rest with Seller. To the extent payments attributable to any of the Accounts Receivable come into Buyer's possession, they will be tendered to Seller in accordance with the procedures provided in Section 8 of the TBA. Buyer agrees to collect, as Seller's agent, all accounts receivable arising out of the operation of the Station for periods prior to the Closing (other than accounts receivables to which Buyer is entitled under the TBA) in accordance with the provisions of the TBA.

### 13. **General Provisions.**

13.1 **Survival of Representations, Warranties and Covenants.** The several representations, warranties and covenants of the Parties herein contained, and the provisions hereof which by their terms are to be performed after the Closing Date, shall survive the Closing Date for the periods set forth herein.

13.2 **Amendment and Waiver.** This Agreement may be amended only by a writing executed by each of the Parties. No waiver of compliance with any provision or condition hereof, and no consent provided for herein, shall be effective unless evidenced by an instrument in writing duly executed by the Party sought to be charged therewith. No failure on the part of any Party to exercise, and no delay in exercising, any of its rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by any Party of any right preclude any other or future exercise thereof or the exercise of any other right.



or state courts with jurisdiction in West Virginia, and the Parties agree to the jurisdiction of such courts.

13.7 **Effect of Agreement.** This Agreement and the TBA set forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements, and understandings, written or oral, relating to the subject matter hereof.

13.8 **Headings; Counterparts.** The Section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, and shall not be deemed to provide a basis to interpret, the intention of the Parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.9 **Force Majeure.** Each Party acknowledges and agrees that a Party will not be liable for any failure to timely perform any of its obligations under this Agreement if such failure is due, in whole or in part, directly or indirectly, to accidents, fires, floods, governmental actions, war, civil disturbances, or other causes beyond such Party's control or any other occurrence which would generally be considered an event of force majeure.

13.10 **Actions Pursuant to the TBA.** Notwithstanding anything contained in this Agreement to the contrary, Seller shall not be deemed to have breached any of its representations, warranties, covenants or agreements contained herein or to have failed to satisfy any condition precedent to Buyer's obligation to perform under this Agreement (nor shall Seller have any indemnification or other liability or responsibility to Buyer in respect of any such representations, warranties, covenants, agreements or conditions precedent), in each case to the extent that the inaccuracy of any such representation, the breach of any such warranty, covenant or agreement or the inability to satisfy any such condition precedent is principally caused by (i) any actions taken by or under the control of Buyer or its Affiliates (or any of their respective officers, directors, employees, agents or representatives) in connection with Buyer's performance of its obligations under the TBA or otherwise, or (ii) the failure of Buyer to perform or discharge any of its obligations as required by the TBA.

13.11 **Attorney's Fees.** Should there be any action brought by either party to enforce its rights under this Agreement, the party which substantially prevails in any such action shall be entitled to receive, in addition to any other recovery to which they may be entitled, all attorney's fees and costs of such action.

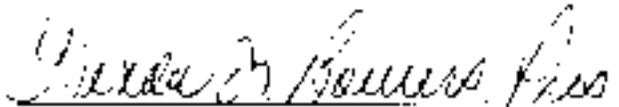
[Signature Page Follows]

**Signature Page to Asset Purchase Agreement**

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

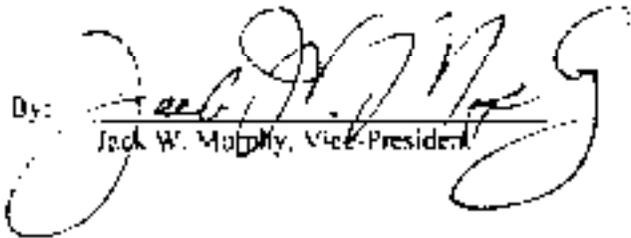
**SELLER:**

**BOWERS BROADCASTING CORPORATION**

By:   
Linda K. Bowers, President

**BUYER:**

**AIG CORPORATION**

By:   
Jack W. Murphy, Vice-President