

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of this 16th day of October 2015 (the "Effective Date"), by and between **BIG G LITTLE O, INC.**, a Michigan corporation ("Seller") and **BAROKA BROADCASTING, INC.**, a Michigan corporation ("Buyer") (each a "Party" and, collectively, the "Parties").

RECITALS

WHEREAS, Seller is the licensee and operator of FM radio broadcast station WUPM, FCC Facility ID Number 5236, Ironwood, Michigan and AM radio broadcast station WHRY, FCC Facility ID Number 5235, Hurley, Wisconsin (collectively, the "Stations") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC") and Seller owns all other assets used in connection with the operation of the Stations; and

WHEREAS, on the terms and conditions described herein, Seller desires to sell and Buyer desires to purchase substantially all of the assets owned or leased by Seller and used in connection with the operation of the Stations;

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the Parties, intending to be legally bound, hereby agree to the following terms and conditions:

ARTICLE 1: SALE AND PURCHASE

1.1 **Station Assets**. Subject to the terms and conditions contained herein, Seller shall grant, convey, sell, assign, transfer and deliver to Buyer on the Closing Date (defined below) all assets, properties, interest and rights of Seller used or useful in connection with the operation of the Stations (collectively, the "Station Assets"), but excluding the Excluded Assets (defined below). The Station Assets shall include, without limitation, the following:

(a) **Licenses and Authorizations**. All licenses, authorizations, permits and approvals issued to Seller with respect to the Stations by the FCC (and any pending applications before the FCC), including without limitation, those described on Schedule 1.1(a) attached hereto, and any pending applications, construction permits, renewals or modifications thereof (collectively, the "FCC Licenses").

(b) **Tangible Personal Property**. All machinery and equipment, transmitters, antennas, furniture, fixtures, computers, cables, spare parts and other tangible personal property of every kind and description (including associated manufacturers and vendor warranties) owned by Seller and used or useful in connection with the operation of the Stations, including the items listed in Schedule 1.1(b) (the "Tangible Personal Property").

(c) **Real Property**. All right, title and interest of Seller in the real estate owned by Seller and used in the operation of the Stations, as listed and described on Schedule 1.1(c) (the "Real Property"), and all rights of Seller under the lease for real property used in the operation of the Stations also listed in Schedule 1.1(c) (the "Real Property Lease").

(d) **Contracts**. The contracts, agreements and leases related to the business of the Stations, including all orders and agreements for the sale of advertising time on the Stations as of the date hereof and entered into between the date hereof and the Closing Date in the ordinary course of business, to the extent the foregoing have not been performed as of the Closing, including those listed in Schedule 1.1(d) (collectively, the “Assumed Contracts”).

(e) **Intangible Property**. Seller’s rights in any trademarks, trade names, and service marks related to the Stations, the Stations’ call letters, telephone numbers, internet domain names and associated websites, copyrights, programs and programming material (including program rights), jingles, slogans, logos, music libraries, computer programs and other intangible property owned or held by Seller and used or held for use in the operation of the Stations and all goodwill associated with the foregoing, including the items listed in Schedule 1.1(e) (collectively, the “Intangible Property”).

(f) **Accounts Receivable**. All accounts receivable of Seller arising from the operation of the Stations prior to the Closing which are outstanding and uncollected as of the Closing (the “Accounts Receivable”).

(g) **Files and Records**. The Stations’ public inspection file, filings with the FCC relating to the Stations, and such other program logs, technical information, engineering data, books and records that relate to the Stations and the Station Assets being conveyed hereunder; all sales and promotional literature, manuals and data, sales and purchase correspondence, advertiser lists, lists of present and former suppliers, and lists of present and former customers that relate to the Stations and the Station Assets.

(h) **Claims**. Any and all claims and rights against third parties if and to the extent that they relate to Station Assets, including, without limitation, all rights under manufacturers’ and vendors’ warranties.

(i) **Prepaid Items**. All deposits, reserves and prepaid expenses relating to the Station Assets and prepaid taxes relating to the Station Assets, pro-rated as of Closing, provided, however, that promotional advertising packages involving spots to be run after the Closing shall not be prorated as of the Closing.

1.2 **Excluded Assets**. The following shall be excluded from the Station Assets and retained by Seller (collectively, the “Excluded Assets”):

(a) **Cash**. All cash, cash equivalents or similar investments such as certificates of deposit, treasury bills and other marketable securities on hand and/or in banks and deposits of Seller.

(b) **Insurance**. Any insurance policies, intercompany accounts, promissory notes, amounts due from employees, or other similar items, any cash surrender value in regard thereto of Seller, and any proceeds from insurance claims made by Seller relating to property or equipment included in the Station Assets that has been repaired, replaced or restored by Seller prior to the Closing Date.

(c) **Benefit Plans.** Any pension, profit-sharing or cash or deferred (Section 401(k)) plans and trusts and assets thereof, or any other employee benefit plan or arrangement, and the assets thereof.

(d) **Tax Refunds.** Any interest in and to any refunds of federal, state or local franchise, income or other taxes of Seller for taxes incurred and actually paid by Seller prior to the Closing.

(e) **Personal Property.** Any tangible and intangible personal property of Seller disposed of or consumed between the date of this Agreement and the Closing in the ordinary course of business.

(f) **Books and Records.** Except as provided in Section 1.1(g) all the financial records, account books and general ledgers, and all corporate records (including organizational documents) of Seller, including tax returns and transfer books.

(g) **Contracts.** Any contracts, leases or agreements that are not Assumed Contracts.

(h) **Vehicles.** All automobiles or other vehicles owned by Seller and used in connection with the operation of the Stations, if any.

(i) **Certain Equipment.** All equipment owned by WRVM, Inc. and used in the operation of station W225AV (the "Excluded Equipment").

1.3 **Liabilities.** The Station Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements, equipment leases, and other liens, liabilities and encumbrances of every kind and nature ("Liens"), other than for taxes not yet due and payable, Liens that will be discharged prior to Closing and Buyer's obligations to perform on and after the Closing Date the obligations arising under the Assumed Contracts and other Station Assets ("Permitted Liens"). Buyer shall assume and undertake to pay, discharge and perform all obligations and liabilities relating to the Assumed Contracts and other Station Assets arising or occurring after the Closing. Buyer shall not assume (i) any obligations or liabilities under the Assumed Contracts or other Station Assets relating to the period prior to the Closing; (ii) any obligations or liabilities of Seller which are unrelated to the Station Assets being sold hereunder, (iii) any obligations or liabilities relating to employees of Seller, (iv) any obligations or liabilities relating to the Excluded Assets, (v) any federal, state or local franchise, income or other taxes of Seller, or (vi) any other obligations or liabilities of Seller.

1.4 **Purchase Price.** The purchase price to be paid for the Station Assets will be Two Hundred Thousand Dollars (\$200,000.00) (the “Purchase Price”), subject to the adjustments described below and prorations described in Section 1.5, and shall be paid to Seller on the Closing Date, by wire transfer of immediately available funds or a check issued by the Title Company (defined in Section 2.2 below). The Purchase Price shall be adjusted upward at the Closing by an amount equal to thirty-three and three-tenths percent (33.3%) of the face value of the Accounts Receivables of the Stations that are 90 days or less past due as of the Closing Date.

1.5 **Prorations.** The parties agree to prorate all expenses arising out of the operation of the Stations which are incurred, accrued, or payable, as of 11:59 p.m. local time of the day preceding the Closing. The prorated items shall include, but not be limited to, power and utilities charges, FCC regulatory fees (based on the most recent publicly available information about the cost of such regulatory fees for the Stations), real and personal property taxes upon the basis of the most recent tax bills and information available, security deposits, and similar prepaid and deferred items. The prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within forty-five (45) days after the Closing Date.

1.6 **Allocation of Purchase Price.** Buyer and Seller shall negotiate in good faith an allocation of the Purchase Price to the assets acquired hereunder in a manner which complies with Section 1060 of the Internal Revenue Code of 1986, as amended to the date hereof (the “Code”), prior to Closing, and each party shall file returns with the Internal Revenue Service consistent therewith.

ARTICLE 2: FCC CONSENT; ENVIRONMENTAL; CLOSING

2.1 **FCC Consent; Assignment Application.** Not later than five (5) business days after the Effective Date, Buyer and Seller shall prepare, execute, and file an application to the FCC (the “Assignment Application”) requesting the FCC’s consent (the “FCC Consent”) to the assignment of the FCC Licenses from Seller to Buyer. Buyer and Seller shall prosecute the Assignment Application and cooperate with each other and with the FCC in order to secure such FCC Consent without delay and to promptly consummate the transaction contemplated hereby. At the Closing, Buyer shall reimburse Seller for the one-half of the FCC filing fee paid by Seller in connection with the Assignment Application. Each party shall be responsible for all of its other costs with respect to the preparation, filing and prosecution of the Assignment Application, including attorneys fees.

2.2 **Closing Date; Closing Place.** The closing (the “Closing”) of the transaction contemplated in this Agreement shall occur on a date (the “Closing Date”) that is no more than ten (10) business days following the date (x) on which the FCC Consent shall have become a Final Order (as defined below) unless such requirement shall have been waived by Buyer in its sole discretion, and (y) the other conditions to the Closing set forth in Articles 7 and 8 hereof shall have either been waived or satisfied. For purposes of this Agreement, the term “Final Order” means action by the FCC consenting to the Assignment Application, and such consent shall not have been reversed, stayed, enjoined, set aside, annulled, or suspended, and with respect

to which action no timely request for stay, petition for rehearing, petition for reconsideration, application for review, or notice of appeal is pending, and as to which the times for filing any such request, petition, application, notice, or appeal, or for reconsideration or review by the FCC on its own motion, shall have expired. The Closing shall be held at the offices of Associated Title and Closing Services, 205 East Harrison Street, Ironwood, MI 49938 (the "Title Company") or by exchange of documents via email, or as Seller and Buyer may agree.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer:

3.1 **Organization and Authorization.** Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Michigan. Seller has the power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby. Seller's execution and delivery of this Agreement and consummation of the transaction contemplated hereby, have been duly and validly authorized, and no other actions on the part of Seller are necessary to authorize the execution and delivery of, or the performance of Seller's obligations under this Agreement or to consummate the transaction contemplated hereby. This Agreement constitutes the legal, valid, and binding obligation of Seller enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

3.2 **No Defaults.** The execution, delivery, and performance of this Agreement by Seller will not (i) constitute a violation of, or conflict with, Seller's articles of organization or operating agreement, (ii) result in a default (or give rise to any right of termination, cancellation, or acceleration) under, or conflict with, any of the terms, conditions, or provisions of any obligation relating to the business of the Stations (iii) violate any law, statute, regulation, order, injunction, or decree of any federal, state, or local governmental authority or agency applicable to Seller or any of the Station Assets, (iv) result in the creation or imposition of any Lien on the Station Assets, other than Permitted Liens, or (v) require the consent or approval of any governmental authority, lending institution, or other third party other than the FCC Consent and as otherwise noted in Schedule 3.11 hereto.

3.3 **Tangible Personal Property.** Seller owns and has, and will have on the Closing Date, good and marketable title to the Tangible Personal Property. Each item of Tangible Personal Property will be conveyed to Buyer at the Closing in "as-is, where-is" condition, and, except as expressly set forth in this Agreement, Seller makes no warranty whatsoever with regard to the condition of the Tangible Personal Property.

3.4 **Owned Real Property and Real Property Lease.** Schedule 1.1(c) contains a description of the Real Property owned by Seller. Seller has good and marketable fee simple title to the Real Property described on Schedule 1.1(c), free and clear of Liens other than Permitted Liens. To Seller's knowledge, the Real Property is not subject to any suit for condemnation or other taking by any public authority. Seller has provided to Buyer true and complete copies of all Real Property Lease listed in Schedule 1.1(c), including all amendments and modifications thereto, and all other leases or licenses or other rights to possession of any real property used or held by Seller in connection with the operation of the Station. The Real

Property Lease is not assignable to Buyer, but the landlord has agreed in writing to enter into a new lease with Buyer for the same space on the tower and tower site, as of the Closing.

3.5 **FCC Licenses and Other Licenses.** Schedule 1.1(a) hereto contains a true and complete list of the FCC Licenses (including any pending applications) and all other licenses, permits, or other authorizations from governmental or regulatory authorities that are required for the lawful conduct of the business and operations of the Stations in the manner and to the full extent that the Stations are presently operated. The FCC Licenses and other licenses are in full force and effect, unimpaired by any act or omission of Seller. Seller lawfully holds each of the FCC Licenses and the other licenses, permits, and authorizations listed on Schedule 1.1(a), none of which is subject to any restrictions or conditions that would limit in any material respect the operations of the Stations, other than (i) as may be set forth on the faces of such FCC Licenses and other licenses, or (ii) as may be applicable to the radio broadcasting industry. Seller is operating the Stations in compliance with the FCC Licenses, the Communications Act of 1934, as amended, and all regulations and published policies of the FCC (the “Communications Laws”). There is not now pending or, to the knowledge of Seller, threatened any action by or before the FCC to revoke, cancel, rescind, modify, or refuse to renew any of such FCC Licenses, and Seller has not received any notice of, and has no knowledge of, any pending, issued, or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against the Stations or Seller.

3.6 **Owned Broadcast Tower.** To Seller’s knowledge, the tower located on the Real Property owned by Seller (the “Tower”) is: (i) obstruction marked; (ii) lighted; and (iii) properly registered with the FCC in the Seller’s name, to the extent required by, and in accordance with, the rules and regulations of the FAA and the FCC. The tower and all of the guy anchors, guy wires, cables, driveways, parking lots, ground systems, transmitting equipment, buildings and other improvements relating to the Station WHRY’s operations are located entirely on and wholly within the Real Property.

3.7 **Title Documents.** Seller has and will deliver to Buyer at Closing, good and marketable title to the Station Assets, free and clear of all Liens other than Permitted Liens.

3.8 **Brokers.** There is no broker or finder or other person who would have a valid claim for a commission or a brokerage fee in connection with this Agreement or the transaction contemplated hereby.

3.9 **Litigation; Compliance with Law.** Seller has operated the Stations in compliance with all laws, regulations, orders, or decrees. Seller is not subject to any order, writ, injunction, judgment, arbitration, decision, or decree having a binding effect and affecting the business of the Stations or the Station Assets or which restrains or enjoins, or purports to restrain or enjoin, or could reasonably be expected to restrain or enjoin, the transaction contemplated hereby, and to Seller’s knowledge no such proceeding is pending. There is no material litigation pending by or against, or, to Seller’s knowledge, threatened against, Seller which relates to the Stations or which could materially and adversely affect any of the Station Assets.

3.10 **Environmental Matters.** Seller is not aware of the generation, use, transportation, treatment, storage, release or disposal of any substance classified as hazardous under applicable laws in connection with the conduct of Seller's business which has created or might reasonably be expected to create any material liability under any applicable environmental law or which would require reporting to or notification of any governmental entity. To Seller's knowledge, Seller, the Stations and the Real Property are in compliance in all material respects with all environmental, health and safety laws applicable to the Real Property.

3.11 **Taxes.** Seller has duly, timely, and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll, and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies, and losses required to be paid. No event has occurred which could impose upon Buyer any liability for any taxes, penalties, or interest due or to become due from Seller from any taxing authority.

ARTICLE 4: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Seller:

4.1 **Organization and Standing.** Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Michigan.

4.2 **Authorization.** Buyer has the power and authority to execute and deliver this Agreement, and to consummate the transaction contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly and validly authorized by Buyer, and no other proceedings on the part of Buyer are necessary to authorize the execution and delivery of, or the performance of Buyer's obligations under this Agreement, or to consummate the transaction contemplated hereby. This Agreement constitutes the legal, valid, and binding agreement of Buyer enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

4.3 **No Defaults.** The execution, delivery, and performance of this Agreement by Buyer will not (i) conflict with or result in any breach of any provision of the articles of incorporation or bylaws of Buyer, or (ii) result in a default (or give rise to any right of termination, cancellation, or acceleration) under, or conflict with, any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, agreement, lease, or other instrument or obligation relating to Buyer or its business, except for such defaults (or rights of termination, cancellation, or acceleration) or conflicts as to which requisite waivers or consents have been obtained and delivered to Seller, (iii) violate any statute, regulation, order, injunction, or decree of any federal, state, or local governmental authority or agency which is applicable to Buyer, or (iv) require the consent or approval of any governmental authority, lending institution, or other third party other than the FCC Consent.

4.4 **Buyer's Qualification.** Buyer is legally and financially qualified to acquire, and to become the FCC licensee of, the Stations and to perform its obligations under this Agreement.

4.5 **Litigation.** Buyer is not subject to any order, writ, injunction, judgment, arbitration, decision, or decree having a binding effect and affecting the business of Buyer or which restrains or enjoins, or purports to restrain or enjoin, or could reasonably be expected to restrain or enjoin, the transaction contemplated hereby, and no such proceeding is pending. There is no material litigation pending by or against, or, to the knowledge of Buyer, or threatened against Buyer, that would prevent or materially impede the consummation by Buyer of the transaction contemplated by this Agreement.

4.6 **Brokers.** There is no broker or finder or other person who would have a valid claim for a commission or a brokerage fee in connection with this Agreement or the transaction contemplated hereby.

ARTICLE 5: COVENANTS OF SELLER

The following terms of this Article 5 shall apply from the Effective Date until the completion of the Closing (except as otherwise specified).

5.1 **Station Assets.** The Station Assets shall be maintained by Seller in the usual and ordinary manner consistent with good engineering practice. Seller will replace Station Assets which are worn out, lost, stolen, cancelled, terminated or destroyed with like property of substantially equivalent kind and value.

5.2 **FCC Compliance.** Seller shall continue to operate and maintain the Stations in accordance with the terms of the FCC Licenses and in compliance with all applicable laws and FCC regulations and published policies. Seller will not file any application with the FCC requesting authority to modify the Stations' facilities without Buyer's prior written consent and Seller shall take all actions necessary to keep the FCC Licenses, including all material permits and applications pending before the FCC, valid and in full force and effect.

5.3 **Operation of Stations in Ordinary Course.** Seller shall operate the Stations in the ordinary course of business and in accordance with past practice, and shall pay and perform all of its obligations with respect to the Stations in the ordinary course as such obligations become due (although certain obligations may be satisfied out of the Purchase Price, when received by Seller at the Closing), and shall not compromise or otherwise make extraordinary efforts to collect the accounts receivable. Seller shall use commercially reasonable efforts to preserve substantially intact the relationships of the Seller with its respective customers, suppliers, licensors, and others with whom the Seller deals. Seller shall maintain the Tangible Personal Property in normal operating condition and in conformity in all material respects with all applicable FCC technical regulations, ordinary wear and tear excepted. Seller shall not amend any Assumed Contract without Buyer's written approval.

5.4 **Disposition of Assets.** Prior to the Closing Date, Seller shall not, without the prior written consent of Buyer, sell, lease, or transfer, or agree to sell, lease, or transfer, any of the Station Assets without replacement thereof with an asset of equivalent kind, condition, and value that satisfies industry standards for such assets, nor create any new Lien on the Station Assets other than Permitted Liens and Liens arising pursuant to, and in accordance with the terms of, this Agreement.

5.5 **Compliance with Law.** Seller shall comply in all material respects with all federal, state, and local laws, rules and regulations in connection with the operation of the Stations.

5.6 **Consummation of Agreement.** Seller shall use commercially reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to consummate the transaction contemplated hereby.

ARTICLE 6: COVENANTS OF BUYER

Buyer covenants and agrees that from the date hereof until the completion of the Closing, Buyer shall use commercially reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to consummate the transaction contemplated hereby.

ARTICLE 7: CONDITIONS TO THE OBLIGATIONS OF SELLER

The obligations of Seller under this Agreement are subject to the fulfillment of the following conditions prior to or on the Closing Date.

7.1 **Representations, Warranties and Covenants.**

(a) Each of the representations and warranties of Buyer contained in this Agreement was true and correct as of the date when made and is deemed to be made again on and as of the Closing Date and is then true and correct.

(b) Buyer shall have performed and complied with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

7.2 **Proceedings.** Neither Seller nor Buyer is subject to any restraining order or injunction (or similar action) which would restrain or prohibit the consummation of the transaction contemplated hereby.

7.3 **FCC Consent.** The FCC Consent has been issued by the FCC.

7.4 **Deliveries.** Buyer has complied with each and every one of its obligations set forth in Section 9.2.

ARTICLE 8: CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement are subject to the fulfillment of the following conditions prior to or on the Closing Date.

8.1 **Representations, Warranties and Covenants.**

(a) Each of the representations and warranties of Seller contained in this Agreement was true and correct as of the date when made and is deemed to be made again on and as of the Closing Date and is then true and correct.

(b) Seller shall have performed and complied with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Buyer shall have entered into a new lease with the landlord to replace the Real Property Lease on commercially reasonable terms and conditions.

8.2 **Proceedings.** Neither Seller nor Buyer is subject to any restraining order or injunction (or similar action) which would restrain or prohibit the consummation of the transaction contemplated hereby.

8.3 **FCC Consent.** The FCC Consent has been issued by the FCC and shall have become a Final Order.

8.4 **Deliveries.** Seller has complied with each and every one of the obligations set forth in Section 9.1.

ARTICLE 9: ITEMS TO BE DELIVERED AT CLOSING

9.1 **Deliveries by Seller.** At Closing, Seller shall deliver to Buyer, duly executed by Seller or such other signatory as may be required by the nature of the document:

(a) a bill of sale sufficient to sell, convey, transfer and assign the Tangible Personal Property and any other assets included in the Station Assets (other than the FCC Licenses and Assumed Contracts) to Buyer free and clear of any Liens (the "Bill of Sale");

(b) an Assignment and Assumption sufficient to sell, convey, transfer and assign the Assumed Contracts to Buyer free and clear of any Liens (the "Assignment and Assumption");

(c) an Assignment sufficient to assign the FCC Licenses (including the Stations' call letters) to Buyer (the "FCC Licenses Assignment");

(d) special warranty deeds conveying the Real Property from Seller to Buyer and any other documents required by the Title Company for conveyance of the Real Property;

(e) executed releases, in suitable form for filing and otherwise in form and substance reasonably satisfactory to Buyer, of any security interests or other Liens granted in the Station Assets; and

9.2 **Deliveries by Buyer.** At the Closing, Buyer shall deliver to Seller, duly executed by Buyer or such other signatory as may be required by the nature of the document:

(a) the payment of the Purchase Price in accordance with Section 1.4, including all adjustments thereto as provided in Sections 1.4 and 1.5;

(b) the Bill of Sale; and

(c) the Assignment and Assumption.

ARTICLE 10: SURVIVAL AND INDEMNITY

10.1 **Seller's Indemnity Obligation.** Seller hereby agrees to indemnify, defend, save, and hold Buyer harmless with respect to any and all claims, losses, obligations, liabilities, costs and expenses, including reasonable counsel fees, threatened, suffered, incurred, or sustained by Buyer by reason of any misrepresentations by Seller or any breach by Seller of this Agreement or of any of Seller's warranties, covenants, or representations contained in this Agreement, or arising from or by reason of Seller's ownership of the Assets or operation of the Stations prior to the Closing Date hereunder, or arising out of any breach by Seller of the Real Property Lease or of any other agreements which might be assigned to Buyer hereunder because of events occurring prior to the Closing Date. This Section 10.1 shall survive Closing for one (1) year.

10.2 **Buyer's Indemnity Obligation.** Buyer hereby agrees to indemnify, defend, save, and hold Seller harmless with respect to any and all claims, losses, obligations, liabilities, costs, and expenses, including reasonable counsel fees, threatened, suffered, incurred, or sustained by Seller by reason of any misrepresentations by Buyer or any breach by Buyer of this Agreement or of any of Buyer's warranties, covenants, or representations contained in this Agreement or arising from or by reason of Buyer's ownership of the Assets or operation of the Stations subsequent to the Closing Date hereunder or arising out of any breach by Buyer of the Real Property Lease assigned to the Buyer hereunder because of events occurring after the Closing Date hereunder. This Section 10.2 shall survive Closing for one (1) year.

ARTICLE 11: TERMINATION

11.1 **Termination.** This Agreement may be terminated at any time prior to Closing:

(a) by the mutual written consent of Seller and Buyer;

(b) by written notice of Seller to Buyer if Buyer defaults in any material respect in the performance of any of Buyer's covenants or agreements under this Agreement; and in any of which events such default is not cured within the Cure Period (as defined below), if applicable;

(c) by written notice of Buyer to Seller if Seller defaults in any material respect in the performance of any of Seller's covenants or agreements under this Agreement; and in any of which events such default is not cured within the Cure Period (as defined below), if applicable; or

(d) by written notice of Seller to Buyer, or Buyer to Seller if the Closing has not been consummated within twelve (12) months of the Effective Date.

11.2 **Cure Period.** The term “Cure Period” as used herein means a period commencing with the date that Buyer or Seller receives from the other Party written notice of breach or default hereunder and continuing until ten (10) days thereafter.

11.3 **Liability; Right to Terminate.** A termination of this Agreement shall relieve any Party hereto of all liability for which it otherwise would be subject, except to the extent otherwise explicitly set forth herein. Notwithstanding anything in this Agreement to the contrary, no Party that is in material breach of this Agreement shall be entitled to terminate this Agreement except with the written consent of the other Party.

11.4 **Specific Performance.** Seller acknowledges that the Stations are unique assets not readily obtainable on the open market and money damages alone will not be adequate to compensate Buyer for its injury if Seller breaches its obligations under this Agreement. Therefore, Seller agrees and acknowledges that in the event of Seller’s failure to perform its obligation to consummate the transaction following satisfaction of, and in accordance with, the terms and conditions herein, Buyer shall be entitled to seek specific performance of only such obligations to consummate the transaction by Seller, and in such proceeding Seller shall waive the defense that there is an adequate remedy at law.

ARTICLE 12: MISCELLANEOUS

12.1 **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan (exclusive of those relating to conflicts of laws).

12.2 **Entire Agreement; Amendment; No Waiver.** This Agreement, including the schedules and exhibits hereto, contain the entire agreement and understanding by and between the Parties, and no other representations, promises, agreements, or understanding, written or oral, not contained herein shall be of any force or effect. No oral agreement shall have any effect. No failure or delay in exercising any right hereunder shall be deemed or construed to be a waiver of such right, either prospectively or in the particular instance. .

12.3 **Risk of Loss.** The risk of loss to any of the Station Assets on or prior to the Closing Date shall be upon Seller.

12.4 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective representatives, successors and assigns. Neither Buyer nor Seller may assign this Agreement or any part hereof without the prior written consent of the other Party.

12.5 **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or, if sent by facsimile communications equipment, delivered by such equipment, addressed as set forth below:

If to **Seller**, then to:

Big G Little O, Inc.
209 Harrison Street
P.O. Box 107
Ironwood, Michigan 49938
Attention: Chuck Gervasio

If to **Buyer**, then to:

Baroka Broadcasting, Inc.
1817 Porter Street
Bessemer, MI 49911
Attention: Jesse Baroka

12.6 **Further Assurances**. Each Party hereto will execute all such instruments and take all such actions as any other party shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose of this Agreement and the transactions contemplated hereby.

12.7 **Counterparts**. This Agreement may be executed by facsimile or email transmission and in counterparts, each of which shall constitute an original but together will constitute a single document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

SELLER:

BIG G LITTLE O, INC.

By: 

Name: Charles H. Gervasio
Title: President

BUYER:

BAROKA BROADCASTING, INC.

By: 

Name: Jesse Baroka
Title: President

List of Schedules to Asset Purchase Agreement

- 1.1(a) FCC Licenses
- 1.1(b) Tangible Personal Property
- 1.1(c) Real Property and Leased Real Property
- 1.1(d) Contracts
- 1.1(e) Intangible Property

Schedule 1.1(a)
FCC Licenses

WUPM(FM), Ironwood, MI (Fac. ID No. 5236)
Frequency: 106.9 MHz
Most recent license renewal file number: BRH- 20120524AIY
License Expiration Date: 10/1/2020

WHRY(AM), Hurley, WI (Fac. ID No. 5235)
Frequency: 1450 kHz
Most recent license renewal file number: BR- 20120706ABH
License Expiration Date: 12/1/2020

Schedule 1.1(b)
Tangible Personal Property

One 12' X 12' FM transmitter building located on land leased from and owned by Nsighttel Wireless, LLC located on Anvil Hill, Bessemer, MI. All contents such as and not limited to a Harris FM 25 transmitter, remote control, CRL audio processing, exciter, STL receiver and all auxiliary equipment for broadcast of 106.9 mhz FM.

One 12' X 12' AM transmitter building located on East Rein Road, Oma Township, WI. All contents such as and not limited to a Gates BCD IG 1000 W transmitter, remote control, CRL audio processing, exciter, STL receiver and all auxiliary equipment for broadcast of 1450 kHz AM.

One Rohn 173' guyed broadcast tower, (non-lighted) with 170, 170' horizontal copper wire in-ground system with fencing around base and "dog house" system.

One 30' X 40' Studio/Office building located at 209 Hardson St. Ironwood, MI [const. 1994] including and not limited to, reception area, (2) small commons areas, with (2) studios, (1) engineering room, (1) functional kitchen/break room w/sink, refrigerator & microwave (1) uni-sex bathroom, and (7) office rooms. With full heating and air conditioning climate controlled system in building.

(1) office with a Dell work station and Tandy EZ log computerized traffic/billing system.

(1) engineering room, with racks, STL receiving equipment, and building interface/routing for various studio equipment.

All desks, chairs, cabinets/files, AT&T Merlin telephone/intercom system and answering machine and auxiliary equipment to conduct the business of an office supporting a broadcast station.

One on air studio including and not limited to an (8) channel MX series board, with RE 20 microphone, an FM system Arakis Digilink with DL IV system with monitor, plus monitor for AM system in FM studio, (2) TVC single load CD J)layers, (1) JVC digital cassette tape record/play system and (1) Sony digital disk player. All standup cabinetry and monitoring, EAS, audio processing, ABC Net receiver, equipment racking and record/CD storage units in studio.

One production studio including and not limited to an (8) channel MX series board, with RE 20 microphone, an AM system Arakis Digilink system with monitor supporting an (8) player digital six pack CD automation system, a Dell computerized work station including software to support broadcast production/internet/email etc. with monitor. [with fully linked-up access between both FM & AM Arakis Digilink system] and (1) each JVC single load CD player, JVC digital cassette tape record/play system, (1) Sony digital disk player and (1) Pioneer CD record/play unit. All stand-up cabinetry and storage.

Schedule 1.1(c)
Real Property and Leased Real Property

Office Building and Studio in Ironwood:

209 Harrison Street, Lots 13, 14 and 15, Block 14, Assessor's Plat No. 15, City of Ironwood, Michigan.

Tower site in Oma Township, Hurley, WI:

The West Two Hundred Fifty (W. 250 ft.) Feet of the North Four Hundred (N. 400 ft.) Feet of that part of Government Lot Four (4) lying East of the Chicago & Northwestern Railroad right-of-way located in Section Thirty-One (31), Township Forty-Six North (T46N), Range Three East (R3E), Town of Oma, Iron County, Wisconsin.

Also granting an approximate twenty foot wide easement for ingress and egress to control tower, said easement running approximately one hundred thirty-five (135 ft.) Feet East of the Chicago & Northwestern Railroad right-of-way located in Government Lot Four (4), Section Thirty-One (31), Township Forty-Six North (T46N), Range Three East (R3E), Town of. Oma, Iron County, Wisconsin.

WUPM Tower Lease:

Lease Agreement with Nsighttel Wireless, LLC, for tower located on Eastview Road, Bessemer, MI, commencing on December 18, 2014. Buyer to enter into new lease agreement prior to Closing.

Schedule 1.1(d)
Contracts

We have contractual expenses for all three music licensing companies, Ascapi, BMI & SESAC, billed on a monthly basis.

We are ABC Radio Network stations with service provided on FM & AM by an inventory barter/trade with Cumulus, year to year [at will]

We have several per program arrangements for entertainment programming, all by barter/trade, [at will]

We have a contract, [year to year] for AP Drive-time wire service, at present billed at \$164.01 monthly.

We have a contract for Web hosting and internet presence with Pavlovich Family Inc. for approx. \$26 monthly [at will]

We subscribe to RPM music service at approx. \$144 per quarter, expires 3/14

We have a contract for a copier system with S & M Properties for \$60.42 monthly, and or until the copier is payed for in full.

We participate with (2) other adjacent office buildings for garbage dumpster service at \$15 monthly. [at will]

We contract on a twice monthly basis, a cleaning service at \$40 per time, or \$80 to \$120 depending on the number of Wednesdays in the month. [at will]

We have a contract for bathroom clean towel, soap and reception area carpet runner service with Ameripride, at approx.. \$29 monthly [at will]

A trade arrangement for advertising with Culligan water systems, [at will]

Schedule 1.1(e)
Intangible Property

We have nothing that is copywritten.

We use in published marketing materials, SRDS, Arbitron, etc. and use on air:
WUPM "Your Favorite Station"
WHRY "The Oldies Station"

Our Web site address is wupm-whry.com
and our email address is wupm@wupm-whry.com