

## ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (“Agreement”) dated as of November 2, 2015 (“Effective Date”), by and among WILKS BROADCAST-COLUMBUS LLC, a Delaware limited liability company (“Seller”), WILKS LICENSE COMPANY-COLUMBUS LLC, a Delaware limited liability company (“Wilks LC”, and together with Seller, collectively, “Sellers”), FRANKLIN COMMUNICATIONS, INC., a Delaware corporation (“Buyer”), and, solely with respect to Section 14 hereof, Wilks Broadcast Group LLC, a Delaware limited liability company (“WBG”).

### Recitals

Wilks LC is the licensee and operator of radio station WLVQ (FM) (Federal Communications Commission (“FCC”) Facility ID Number 11277), Columbus, Ohio (“Station”).

Subject to the FCC’s consent and other terms and conditions set forth herein, Sellers desire to sell and Buyer desires to acquire the Station, and all of the assets, leases, contracts, agreements, and licenses primarily used in or necessary to the operation of the Station, with certain exceptions as provided below, and Sellers desire to transfer such assets to Buyer.

Simultaneously herewith, Sellers are also entering into or proposing to enter into an asset purchase agreement, and Seller is entering into or proposing to enter into a local marketing agreement, with Radio One, Inc. or a designee thereof (“Radio One”), relating to radio station WZOH(FM), licensed to Lancaster, OH (Facility ID No. 72311), and WHOK(FM), licensed to Circleville, OH (Facility ID No. 64717) (such radio stations being the “Radio One Stations”).

Simultaneously herewith, Buyer and Seller have executed that certain: (i) Local Marketing Agreement for programming for the Station (“LMA”); and (ii) Accounts Receivable Agreement (the “A/R Agreement”) for the sale by Seller to Buyer of all of Seller’s right, title and interest in and to certain accounts receivable of Seller’s Columbus, Ohio related radio stations, including but not limited to the Station.

### Agreement

The parties agree as follows:

1. **Sale and Transfer of Assets.** Subject to the terms and conditions of this Agreement, on the Closing Date (as defined in Section 10.1) Seller will, and will cause Wilks LC to, sell, assign, transfer and deliver to Buyer, and Buyer shall purchase from Sellers, Sellers’ right, title and interest in and to the following assets set forth in Sections 1.1 to 1.7 but excluding the Excluded Assets (as defined in Section 1.8) (collectively, the “Assets”):

1.1 **Licenses.** All licenses, permits and authorizations issued by a governmental or regulatory agency to any of Sellers (the “Licenses”) solely with respect to the Station, and including any pending applications for or renewals or modifications thereof between the date hereof and the Closing Date, and including such Licenses issued to any of Sellers by the

FCC (the “FCC Licenses”), all such Licenses, including the FCC Licenses, listed on Schedule 1.1 hereto.

1.2 **Real Property.** All of Seller’s right, title and interest in the leases or licenses of real estate described on Schedule 1.2, including, to the extent owned by Seller, all fixtures and improvements thereon, if any, owned by Seller (the “Real Property”);

1.3 **Tangible Assets.** The tangible assets of Seller (including but not limited to studio equipment, transmitter site equipment and equipment used for remote broadcasting) listed on Schedule 1.3 (the “Tangible Assets”);

1.4 **Assigned Contracts.** The following leases, contracts, and agreements (collectively, the “Assigned Contracts”):

- (a) All leases, contracts and agreements listed on Schedule 1.4;
- (b) All written contracts or agreements to air advertising for cash or trade, to the extent such contracts or agreements pertain solely to the Station;
- (c) All oral or written contracts or agreements entered into in the ordinary course of business relating to the Station involving payment obligations of less than \$10,000 in the aggregate or terminable at will without liability to Seller; and
- (d) All other contracts, business agreements, leases and arrangements relating solely to the operation of the Station, which are entered into by Seller after the Effective Date with Buyer’s consent or permitted under the LMA.

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

1.6 **Intellectual Property.** All of Sellers’ right, title and interest in Intellectual Property (as defined in Section 4.7(a)) owned by any of Sellers and pertaining to or used, solely for the Station, including, without limitation, the Intellectual Property listed on Schedule 1.6; and

1.7 **Business Records.** All business records of Sellers relating solely to the Station’s operation (including, without limitation, tapes, computer disks, USB drives, accounting records, billing records, customer lists, access to cloud storage, and the Station’s log books), but not including Tax records (the “Business Records”).

The Assets owned by Sellers shall be transferred to Buyer at the Closing free and clear of liens, mortgages, pledges, security interests, and similar encumbrances (“Liens”) except for Permitted Liens (as defined in Section 15) , and except as otherwise provided in this Agreement.

1.8 **Excluded Assets.** Other than as expressly provided in the A/R Agreement, the Assets shall not include any of the following assets and properties of Sellers (collectively, the “Excluded Assets”), all of which shall remain the property of Seller:

- (a) any of Seller's cash, cash equivalents or similar type investments, bank accounts, investments and deposits;
- (b) accounts receivable existing at the LMA Effective Time;
- (c) books and records pertaining to company organization;
- (d) contracts of insurance (including the cash surrender value thereof, 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 except for any rights or proceeds that may be assigned to Buyer);
- (e) real property leases (except as specifically identified on Schedule 1.2);
- (f) employee pension and other benefit plans or collective bargaining agreements;
- (g) duplicate copies of such records as are necessary to enable any of Sellers or any affiliate(s) thereof to file its Tax returns and reports, existing studio and/or office lease(s);
- (h) all tangible and intangible personal property disposed of or consumed between the date of this Agreement and the Closing Date, as permitted under or contemplated by this Agreement or the LMA;
- (i) all rights to the names "Wilks", "Wilks Broadcast" and "Wilks Broadcasting" and logos or variations thereof, including trademarks, trade names and domain names, and all goodwill associated therewith;
- (j) the computer and information technology software, applications and systems used by Seller or any of its affiliates in connection with any radio station or business other than solely with respect to the Station, however stored, utilized or accessed, and including, but not limited to, servers (including virtual servers) and equipment used for electronic mail (otherwise referred to as "Exchange"), the corporate Intranet site (otherwise referred to as iWilks), and networking of multiple locations;
- (k) Group Contracts (other than the rights and obligations related to the Station to be assumed by Buyer as contemplated by Section 1.9);
- (l) all ASCAP, BMI and SESAC licenses;
- (m) any cause of action or claim of any of Sellers relating to any event or occurrence prior to the Closing Date;
- (n) all rights of any of Sellers under this Agreement or the LMA or the A/R Agreement or with respect to any of the transactions contemplated hereby or thereby;

(o) all rights necessary to defend and discharge the Excluded Liabilities, and all causes of action of any of Sellers in respect thereof, or in respect of any of the Excluded Assets, or otherwise accrued or accruing or relating to any period(s), event(s) or occurrence(s) prior to the Closing; and

(p) any other right, title or interest of any of Sellers in or to any assets other than the Assets, as defined and described in Sections 1.1 through 1.7 of this Agreement.

**1.9 Group Contracts.** In addition to its obligations relating thereto pursuant to the LMA, Buyer shall assume at the Closing, but effective as of the date the LMA commences (the "LMA Effective Date"), all rights and obligations related to the Station under each Group Contract marked with an "†" on Schedule 1.9, whether by partial assignment of such Group Contract, by Buyer entering into a new agreement with the applicable counterparty under such Group Contract, or by an amendment to such Group Contract with the applicable counterparty, in each case in a manner reasonably acceptable to Seller.

## **2. Purchase Price and Payment.**

**2.1 Escrow Deposit.** Upon execution of this Agreement, Buyer shall pay a deposit in the amount of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00) (the "Deposit") as further provided and governed by the Escrow Agreement between Buyer, Seller and Michael J. Bergner (the "Escrow Agent") attached as Exhibit A (the "Escrow Agreement"), to be applied toward the Purchase Price at Closing or otherwise disbursed under the terms of this Agreement. All fees due to the Escrow Agent for services provided pursuant to the Escrow Agreement shall be paid fifty percent (50%) by each of Buyer and Seller.

**2.2 Payment at Closing; Allocation of Purchase Price.** Subject to adjustment as described in Section 2.3 below, in addition to assuming the Assumed Obligations, Buyer agrees to pay to Seller at the Closing, as consideration for the Assets, a total amount (including by disbursement of the Deposit to Seller at the Closing) equal to Thirteen Million and 00/100 Dollars (\$13,000,000.00) (such adjusted amount, the "Purchase Price"). The Purchase Price shall be paid by wire transfer of immediately available funds to an account designated by Seller (the "Seller's Account"). On the Closing Date, Buyer shall cause the Escrow Agent to wire the Deposit to Seller's Account.

## **2.3 Purchase Price Adjustment/Prorations; Dispute Resolution.**

(a) Current vacation and other fringe benefit accruals for any Station Employee (as defined herein) hired by Buyer, and all real estate taxes, personal property taxes, pre-paid expenses, rents, utility charges (including electricity, gas, water, sewer and telephone), refuse collection, and other service contracts (as applicable) assumed by Buyer, if any, shall be prorated ratably as of the LMA Effective Time (as defined in the LMA). Not more than thirty (30) calendar days following the LMA Effective Date, Seller shall deliver to Buyer a written good faith estimate of all adjustments and prorations to be made under this Agreement (the "Seller's Initial Statement"). Subject to the consent of Buyer, the net amount of the Seller's Initial Statement shall be treated as an adjustment to the Purchase Price pursuant to Section 2.2, above.

(b) Within thirty (30) calendar days following Buyer's receipt of Seller's Initial Statement, Buyer may deliver to Seller a written statement describing any objections to the calculations on the Seller's Initial Statement (the "Buyer's Objections"). The parties agree to negotiate in good faith to resolve any disputed amounts, but in the event the parties are unable to resolve such disputes and the amount in dispute exceeds Five Thousand and 00/100 Dollars (\$5,000.00), the amounts shall be determined by an independent certified public accountant, mutually acceptable to the parties (the "Independent Accountant"). The dispute shall be submitted to the Independent Accountant no later than thirty (30) calendar days after the delivery of the Buyer's Objections. The determination by the Independent Accountant shall be final, and the fees and expenses of the Independent Accountant shall be paid fifty percent (50%) by Seller and fifty percent (50%) by Buyer. If the amount in dispute is less than Five Thousand and 00/100 Dollars (\$5,000.00) it shall be divided equally between Buyer and Seller.

(c) If the parties agree, or if the Independent Accountant determines, that any prorations or adjustments differ from the Seller's Initial Statement, then the difference between such prorations and/or adjustments and the Seller's Initial Statement shall be paid by Seller or Buyer, as the case may be, within thirty (30) calendar days of the final determination of the last such disputed amount.

**2.4 A/R Price.** Buyer shall pay to Seller the A/R Purchase Price (as such term is defined in the A/R Agreement) by wire transfer of immediately available funds to the Seller's Account pursuant to the A/R Agreement.

**2.5 Effect of LMA.** To the extent that under the LMA any Assets are assigned to Buyer or any Assumed Obligations are assumed by Buyer, all obligations of Seller under this Agreement to assign such Assets, shall be deemed satisfied. Notwithstanding anything contained in this Agreement to the contrary, none of Sellers shall 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 any of Sellers have any liability or responsibility to Buyer in respect of any such representations, warranties, covenants or agreements), in each case to the extent that the inaccuracy of any of such representations, the breach of any such warranty, covenant or agreement or the inability to satisfy any such condition precedent is caused by (a) any action(s) taken by or at the direction of Buyer or any of its affiliates (or any of their respective officers, directors, employees, agents or representatives) in connection with Buyer's performance under or activities contemplated by the LMA, or (b) the failure of Buyer to perform any of its obligations under the LMA. Buyer acknowledges and agrees that none of Sellers shall be deemed responsible for or have authorized or consented to any action or failure to act on the part of Buyer or any of its affiliates (or any of their respective officers, directors, employees, agents or representatives) in connection with the LMA solely by reason of the fact that, prior to Closing, any of Sellers shall have the legal right or responsibility to control, manage, and supervise the operation of the Station or the conduct of the business related thereto.

**3. No Assumption of Liabilities.** Buyer shall not assume and shall not pay any of the liabilities or obligations of Seller ("Excluded Liabilities"), including, without limitation, any taxes owed by Seller, except for the following (the "Assumed Obligations") (a) those liabilities and obligations which shall be the responsibility of Buyer pursuant to the LMA or arising or accruing on or after the Closing Date with respect to the Assets (including, without limitation,

the Assumed Contracts), (b) all obligations related to the Station (or any of them) under the Group Contracts partially assumed by or transferred to Buyer, (c) Buyer's prorated share of those liabilities and obligations otherwise determined under Section 2.3(a), and (d) all liabilities and obligations with respect to the Station or the operation thereof incurred by Buyer, whether directly or on behalf of any Seller during the term of the LMA or incurred by any Seller by reason of any action or omission of Buyer during the term of the LMA. 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 and any affiliate of Seller of the obligations to perform the same.

4. **Seller's Representations and Warranties.** The following representations and warranties shall survive from the Closing Date for the periods specified in Section 4A.1. For purposes of this Agreement, all references to "Seller's knowledge" or words of similar import shall mean the actual knowledge of any of the general manager, chief executive officer or chief financial officer of Seller. Seller represents and warrants to Buyer with respect to the Station as follows:

**4.1 Formation, Standing and Power.**

(a) Each of Sellers is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware.

(b) Seller is qualified to do business as a foreign limited liability company and in good standing in each jurisdiction where such qualification is necessary, except where the failure to currently be so qualified would not have a Seller Material Adverse Effect. Sellers have the requisite limited liability company power and limited liability company authority to own and operate the Station as currently operated, and Wilks LC has the requisite limited liability company power and limited liability company authority to hold the FCC Licenses.

**4.2 Authority for Transaction.**

(a) The execution and delivery of this Agreement by each of Sellers, its compliance with its provisions, and the consummation of all of the transactions contemplated are within such Seller's respective limited liability company powers and have been duly authorized by all requisite limited liability company action on the part of such Seller.

(b) Assuming due authorization, execution and delivery by Buyer, this Agreement is valid and binding upon each of Sellers in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

**4.3 License Matters.**

(a) The FCC Licenses are validly held by Wilks LC and are in full force and effect and none have been revoked, suspended, canceled, rescinded or terminated and

none have expired.

(b) Seller has made available to Buyer copies of the FCC Licenses, including any and all amendments and modifications thereto (and all such copies are true, correct and complete in all material respects). The Licenses listed on Schedule 1.1 constitute all material licenses, permits, authorizations and approvals of governmental agencies necessary for the operation of the Station as currently conducted by Seller. As of the Effective Date, Seller has not been informed that any proceeding (judicial, administrative or otherwise) has been commenced (and to Seller's knowledge no such proceeding has been threatened) against the Station, or in respect of any FCC License, which could lead to a revocation, suspension or limitation of the rights under any FCC License, other than proceedings affecting the radio broadcast industry generally. The FCC Licenses have been issued or renewed for the full terms customarily issued to radio broadcast stations in the State of Ohio, and are not subject to any condition except for those conditions that appear on the face of the FCC Licenses or incorporated by reference therein, those conditions applicable to radio broadcast licenses generally and those conditions set forth on Schedule 4.3. As of the Effective Date, no Seller has any applications pending before the FCC relating to the operation of the Station, nor will any such applications be pending as of the Closing Date except as contemplated by Section 8.1 of this Agreement. Sellers are in compliance with all of their obligations under each of the Licenses, including its obligations under the Communications Act of 1934, as amended (the "Communications Act") and the rules and regulations of the FCC promulgated thereunder (collectively, with the Communications Act, the "Communications Laws"), except where the failure to do so would not, individually or in the aggregate, reasonably be expected to have a Seller Material Adverse Effect. Seller or Wilks LC has filed and made all applications, reports and other disclosures required by the FCC to be made with respect to the Station, all of which applications, reports and other disclosures are accurate and complete, and has timely paid all FCC regulatory fees in respect thereof, except where the failure to do so would not, individually or in the aggregate, reasonably be expected to have a Seller Material Adverse Effect. The operation of the Station complies in all material respects with the radio frequency radiation requirements set forth in the FCC's rules.

**4.4 Condition and Adequacy of Assets.** As of the Effective Date, each item comprising Tangible Assets is in all material respects in good operating condition and repair, reasonable wear and tear and routine maintenance excepted. Except for the Excluded Assets, the Assets constitute all the material assets, including but not limited to studio equipment, transmitter site equipment and equipment used for remote broadcasting, primarily used in and necessary to operate the Station as currently operated by Seller.

**4.5 Title; Real Property; Towers.**

(a) Except as disclosed on Schedule 4.5(a), Seller has good title to the Tangible Assets free and clear of Liens other than Permitted Liens (as defined herein).

(b) Seller has a valid leasehold interest in or license to the Real Property described on Schedule 1.2 (the "Real Property Leases").

(c) To Seller's knowledge, Seller has access to the Real Property under valid easements included as a part of the Assets or pursuant to public rights of way. To

Seller's knowledge, all material utilities servicing the Real Property have access to the Real Property pursuant to valid easements or public rights of way. To Seller's knowledge, no condemnation proceedings are pending or threatened with respect to any of the Real Property, nor has any part of the Real Property been condemned.

(d) The transmitter(s) for the Station, if any, are operating, in all material respects, in accordance with and within the parameters established by the FCC and the FCC Licenses. To Seller's knowledge, the broadcast towers for the Station are in material compliance with all applicable rules, including, without limitation, the Federal Aviation Act and all rules and regulations promulgated thereunder, and have been properly registered with the FCC.

**4.6 Contracts, Leases, Agreements, Etc.** Seller has delivered to Buyer complete and correct copies of all of the Assigned Contracts shown on Schedule 1.4 (including any amendments and modifications thereto) to the extent those Assigned Contracts are in writing, and to the extent any such Contracts are not in writing, Seller has provided to Buyer a description of the material terms of those contracts. The Assigned Contracts to be transferred or assigned to Buyer are in all material respects valid, binding and in full force and effect, subject to termination in accordance with their respective terms. Except for the Assigned Contracts or the Excluded Assets, Seller is not a party to any contract, agreement or arrangement, whether written or oral, or whether express or implied, that is material to the operation of the Station. Except as indicated on Schedule 4.6 hereto, Seller and, to Seller's knowledge, each other party to the Assigned Contracts have complied in all material respects with all required provisions thereunder. Except as indicated on Schedule 4.6 hereto, each Assigned Contract may be transferred by Seller in accordance with its terms and without the consent of any other party, or if such consent is required, the failure to obtain any such consent would not have, individually or in the aggregate, a Seller Material Adverse Effect.

#### **4.7 Intellectual Property.**

(a) "Intellectual Property" means all of the following used, or held for use, solely in connection with the Station including, by way of example and not limitation, the Intellectual Property set forth on Schedule 1.6 (the "Scheduled Intellectual Property"): (i) all trademarks, service marks, jingles, trade dress, logos, slogans, trade names, Internet domain names, social media accounts, and social networking and multimedia accounts, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (ii) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (iii) all computer software (including source code, executable code, data, databases, and related documentation), (iv) all copies and tangible embodiments of any of the foregoing (in whatever form or medium) Intellectual Property owned by Seller, and (v) all remedies against infringement of any of the foregoing.

(b) Seller owns or possesses, or has the right to use pursuant to a valid license, sublicense, agreement, or permission, all Intellectual Property material to the operation of the Station as presently conducted.

(c) To Seller's knowledge, Seller has not interfered with, infringed

upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of third parties that would reasonably be likely to result in a Seller Material Adverse Effect, and, as of the Effective Date, no Seller has received written notice of any pending claim that its use of material Intellectual Property interferes with, infringes upon, misappropriates, or otherwise come into conflict with any Intellectual Property rights of third parties. To Seller's knowledge, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Scheduled Intellectual Property rights in a manner which would have a Seller Material Adverse Effect.

(d) There has been no patent or registration issued to Seller with respect to any Scheduled Intellectual Property, and Seller has made no application for any patent or registration with respect to any Scheduled Intellectual Property that is currently pending. Seller has not granted to any third party any license, sublicense, agreement or permission with respect to any Scheduled Intellectual Property.

**4.8 Employees and Agreements Relating to Employment.** (a) The names of all Station Employees, position, classification, current base rate of compensation and all bonuses received for the 12 month period ending September 30, 2015 of each such employee, in each case as of the Effective Date, and (b) all material fringe benefit plans applicable to any employee of the Station, are as set forth on Schedule 4.8. Except as set forth on Schedule 4.8, there is (i) no written employment contract for other than at will employment with any employee of the Station, (ii) no collective bargaining agreement covering any such employee, and (iii) no employee pension, retirement, profit sharing, bonus or similar plan covering such employee. No union has been certified or has sought recognition as a bargaining agent for any employee of the Station.

**4.9 Legal Proceedings, Etc.** No litigation or proceeding (judicial, administrative or otherwise) is pending or, to Seller's knowledge, threatened, against any of Sellers or any of their affiliates relating to the Station or any Asset as of the Effective Date or that would reasonably be expected to have a Seller Material Adverse Effect.

#### **4.10 [Intentionally Omitted]**

**4.11 No Conflict.** The execution and delivery of this Agreement by Sellers, compliance by Sellers with all of its provisions hereof, and the consummation of the transactions contemplated hereby, will not:

(a) conflict with, or result in a breach of, any provision of the certificate of formation, operating agreement or other governing document(s) of any of Sellers;

(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 any of Sellers is a party or by which any of Sellers or any of the Assets may be bound, except such defaults, terminations, cancellations or accelerations as would not have, individually or in the aggregate, a Seller Material Adverse Effect; or

(c) violate any order, writ, injunction, decree, statute, rule or

regulation applicable to Seller, or any of the Assets.

Except for the FCC Consent (as defined below), and such consents as are necessary for assignment of the Assigned Contracts as explicitly specified on Schedule 1.4, 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 its provisions, or the consummation of the transactions contemplated hereby, except for such consents where the failure to obtain the same would not have, individually or in the aggregate, a Seller Material Adverse Effect.

**4.12 Operation of Station.** The Station is being operated, in all material respects, in compliance with all laws, regulations and orders, including without limitation, compliance with the Federal Communications Act and all regulations issued by the FCC thereunder, and the terms and conditions of the FCC Licenses.

**4.13 Insurance.** With respect to the Station and the Assets, Seller or WBG, maintains liability and property insurance in commercially reasonable amounts. All of these policies are (subject to customary renewal) in effect in accordance with their terms, with no default in the payment of premiums and to Seller's knowledge no material ground for cancellation or avoidance of any portion thereof, or for any material reduction of the coverage provided thereby.

4.14 [Intentionally Omitted].

4.15 [Intentionally Omitted].

**4.16 Broker.** Other than Bergner & Co., whose fees will be paid by Seller or fees payable to affiliates of Seller which are the responsibility of Seller, neither Seller nor Wilks LC has incurred or 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.

**4.17 Environmental Matters.**

(a) Seller and all other occupants or users of the Real Property under Seller's control have, to Seller's knowledge, conducted their respective business, operations and activities upon such Real Property in material compliance with all Environmental Requirements (as defined below), and to Seller's knowledge, no legal action, suit, proceeding, hearing or investigation has been filed or commenced against Seller in connection with Seller's ownership or operation of the Station alleging any material failure to comply with any Environmental Requirement.

(b) Except where the same would not have, individually or in the aggregate, a Seller Material Adverse Effect: the Real Property is free of reportable amounts of Hazardous Materials, and to Seller's knowledge, no Hazardous Material is currently located in, on, under or about any of the Real Property, whether originating from an on-site or off-site location or activity, in a manner which constitutes a violation by Seller of any Environmental

Requirement or which requires clean up or corrective action of any kind by Seller. To Seller's knowledge, all above ground and underground storage tanks, including the piping servicing the same, which contain a Hazardous Material and are located on or service the Real Property and are the responsibility of Seller to maintain are listed on Schedule 4.17. To Seller's knowledge, all such storage tanks are in material compliance with Environmental Requirements and are not in any material respect leaking or otherwise discharging Hazardous Materials.

(c) "Environmental Requirements" means all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, policies and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, or of any state or political subdivision thereof, and all applicable judicial, administrative and regulatory decrees, judgments and orders relating to the environment, including, without limitation, the Clean Air Act; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Emergency Planning and Community Right to Know Act ("EPCRA"); the Federal Water Pollution Control Act; the National Historic Preservation Act; the Oil Pollution Act; the Pollution Prevention Act; the Resource Conservation and Recovery Act ("RCRA"); the Safe Drinking Water Act and the Toxic Substance Control Act ("TSCA"), each as amended from time to time.

(d) "Hazardous Materials" means any flammable explosives, radioactive materials, hazardous waste, toxic substances or related materials, including, without limitation, asbestos, polychlorinated biphenyls, ureas formaldehyde, radon, and any substance included in any of the following: (a) any "hazardous waste" as that term is defined by RCRA; (b) any "hazardous substance" as that term is defined by CERCLA; (c) any "toxic substance" as that term is defined by TSCA; (d) any oil or other petroleum product; and (e) any other substance, pollutant, contaminant, chemical or industrial toxic or hazardous substance or waste, including, without limitation, all hazardous materials defined and regulated by any other Environmental Requirement.

#### **4.18 Financial Statements; No Change.**

(a) The results of operations of the Wilks Columbus Stations for the twelve (12) months ending December 31, 2014 and the nine (9) months ending September 30, 2015 are annexed to Schedule 4.18(a) (the "Financial Statements"), all of which are unaudited, are derived from the books and records of the Stations and were prepared in accordance with the internal accounting policies of Seller and its parent company, as applicable to financial reporting at the radio station level. Except as indicated in Schedule 4.18(a), the Financial Statements present fairly, in all material respects, the results of operations of the Wilks Columbus Stations for the periods then ended consistent with the internal accounting policies of Seller and its parent company, as applicable to financial reporting at the radio station level, and do not reflect any material income not earned in the ordinary course of business, and reflect no operations or business other than those of the Wilks Columbus Stations, except as indicated therein.

(b) Except as set forth in Schedule 4.18(b), and for conditions affecting the radio broadcasting industry generally and not affecting the Station disproportionately, from June 30, 2015, through the LMA Effective Date, there has been no change in the financial condition, results of operations, business or assets of the Station which,

individually or in the aggregate, is likely in the future to be, materially adverse to the Station's financial condition, results of operations, business and assets taken as a whole.

**4.19 Tax Matters.** Except as set forth in Schedule 4.19, all material federal, state, county and local tax returns, reports and declarations of estimated tax or estimated tax deposit forms required to be filed by any Seller in connection with its operations, personal property or payroll have been filed. Except as set forth in Schedule 4.19, Seller has paid all material taxes which have become due under such returns or pursuant to any assessment received by it, and has paid in all material respects all installments of estimated taxes due. All taxes, levies and other assessments which Seller is required by law to withhold or to collect have been duly withheld or collected, and to the extent due, have been paid over to the proper governmental authorities.

#### **4A. Matters regarding Representations, Warranties and Covenants.**

**4A.1 Survival of Representations, Warranties and Covenants.** All of Seller's representations and warranties contained in this Agreement shall survive the Closing Date until the first anniversary of the Closing Date; provided, however, (i) representations and warranties which are the basis for claims asserted by Buyer under this Agreement prior to the expiration of such applicable time period shall also survive until the final resolution of those claims; (ii) the representations and warranties made in Sections 4.17 and 4.19 shall survive for a period of six (6) months following the expiration of the applicable statute of limitations; and (iii) the representations and warranties made in Sections 4.1(a), 4.2(a) and 4.5(a) shall survive until the fifth anniversary of the Closing Date. All of Seller's covenants shall survive until the third anniversary of the Closing; provided that the covenant with respect to the Excluded Liabilities in clause (c) of Section 7.2 shall survive the Closing indefinitely.

**4A.2 No Implied Representations.** Except as otherwise specifically provided in Article 4, Seller is making no representations or warranties whatsoever, express or implied, including without limitation any and all implied warranties as to merchantability, infringement and/or fitness for a particular purpose, each of which are hereby disclaimed, except as expressly provided herein, and Buyer acknowledges that it has not relied upon or been induced to enter into this Agreement or to consummate the transactions contemplated hereby by any representation, warranty or statement other than the express representations set forth in said Article 4.

**4A.3 Wilks LC.** Anything to the contrary in this Agreement notwithstanding, Seller shall be solely and exclusively responsible and liable for all obligations of Wilks LC, and Wilks LC shall not have or incur any liability whatsoever, arising out of this Agreement or any of the transactions contemplated hereby.

**5. Buyer's Representations and Warranties.** The following representations and warranties shall survive from the Closing Date for the periods specified in Section 5.5. Buyer represents and warrants to Seller as follows:

#### **5.1 Formation, Standing and Power.**

(a) Buyer is a corporation, duly formed, validly existing and in good

standing under the laws of the State of Delaware.

(b) As of the Closing Date, Buyer shall be qualified to do business in the State of Ohio. Buyer has all necessary power and authority to execute and deliver this Agreement, to comply with its provisions and to consummate the transactions contemplated hereby.

## 5.2 Authority for Transaction.

(a) Buyer's execution and delivery of this Agreement, its compliance with its provisions and the consummation of all of the transactions contemplated hereby are within Buyer's corporate powers and have been duly authorized by all necessary action on the part of Buyer.

(b) Assuming due authorization, execution and delivery by Sellers, this Agreement is valid and binding upon Buyer in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

5.3 **No Conflict.** The execution and delivery of this Agreement by Buyer, compliance by Buyer with all of its provisions, and the consummation of the transactions contemplated hereby will not:

(a) conflict with or result in a breach of any provision of Buyer's certificate of incorporation or bylaws;

(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 FCC Consent (as defined below), certain filings required to be made with the FCC after the Closing Date, and any filings required to be made with the Securities Exchange Commission, 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.

5.4 **Absence of Litigation.** There is no action, suit or proceeding pending or, to the Buyer's knowledge, threatened against Buyer that in any manner challenges or seeks to prevent, enjoin, alter or delay materially the transactions contemplated by this Agreement.

5.5 **FCC Qualifications.** (a) Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Stations under any of the

Communications Laws; (b) to Buyer's knowledge, there are no facts particular to Buyer that would reasonably be expected to prevent or delay the FCC from granting the FCC Consent or to disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Assets, under any law, rule, regulation or order, including any of the Communications Laws; and, (c) to Buyer's knowledge, no waiver of any FCC rule, regulation or policy relating to the qualifications of Buyer is necessary for the FCC Consent to be obtained.

**5.6 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.

**5A. Survival of Representations, Warranties and Covenants.** All of Buyer's representations and warranties contained in this Agreement shall survive the Closing Date until the first anniversary of the Closing Date; provided, however, (i) representations and warranties which are the basis for claims asserted by Sellers under this Agreement prior to the expiration of such applicable time period shall survive until the final resolution of those claims, and (ii) the representations and warranties made in Sections 5.1(a) and 5.2(a) shall survive until the fifth anniversary of the Closing Date. All of Buyer's covenants shall survive until the third anniversary of the Closing; provided that the covenant with respect to the Assumed Obligations in clause (c) of Section 7.1 and Buyer's operation with respect to the Station following the LMA Effective Time in clause (d) of Section 7.1 shall survive the Closing indefinitely..

## **6. Covenants of the Parties.**

**6.1 Access and Information.** Without limiting the LMA, Seller shall give Buyer and its representatives full but reasonable access to the Assets during normal business hours throughout the period prior to Closing, it being understood that Seller will also make the main studio, and equipment covered by the asset purchase agreement with Radio One and the local marketing agreement with Radio One available to Radio One for purposes related to the Radio One Stations and such local marketing agreement; provided, however, that Buyer shall give Seller reasonable advance notice of exercising this right. Without limiting the LMA, Seller shall furnish to Buyer all information concerning the Station's affairs as Buyer may reasonably request at Buyer's expense.

**6.2 Conduct of Station's Business.** Between the date of this Agreement and the Closing Date, except as permitted or contemplated by this Agreement or the LMA, or with the prior consent of Buyer, which consent shall not be unreasonably withheld or delayed and which shall be deemed given if Buyer does not timely respond to Seller's request within five (5) business days, Seller shall, provided Buyer complies with its obligations under the LMA, use commercially reasonable efforts to:

(a) not enter into any employment contract relating any Station Employee or increase the compensation paid to any Station Employee except in accordance with the terms of the LMA;

(b) not hire any Station Employee except as contemplated by the

LMA;

(c) maintain in force insurance policies covering the Station or the Assets substantially consistent with those in effect on the date hereof;

(d) not make any sale, lease, transfer or other disposition of any of the Assets, except where no longer used or useful in the operation of the Station or where replaced by an asset of substantially similar value and usefulness;

(e) not modify, amend, alter or terminate any of the Assigned Contracts, or waive any default or breach thereunder, or modify, amend, alter or terminate any other material right relating to or included in the Assets;

(f) promptly notify Buyer upon Seller's becoming aware of the resignation or contemplated resignation of any employee of Seller employed in accordance with the terms of the LMA;

(g) operate the Station in all material respects in accordance with the Licenses and comply in all material respects with all law, rules and regulations applicable to them, including the rules and regulations of the FCC;

(h) not create or assume any voluntary Lien upon the Assets other than Permitted Liens;

(i) not do, or omit to do, any act which will cause a default under, or breach or termination of, any Assigned Contract;

(j) take all commercially reasonable actions necessary to obtain the required consents of third parties to the transactions contemplated herein set forth in Schedule 6.2(j); provided, however, in no event shall Seller be obligated to pay more than a token or nominal amount of money to any third party or to offer or grant other financial or other accommodations to any third party in connection with its obligations under this Section 6.2(j), other than usual and customary filing fees;

(k) not enter into any contract or agreement with respect to the Station, except for Assumed Contracts and Excluded Liabilities;

(l) provide to Buyer, promptly upon filing thereof, copies of all reports to and other filings with the FCC relating solely to the Station; and provide to Buyer, promptly upon receipt thereof by Seller, copies of any written notices from the FCC or any other governmental authority regarding 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, and all protests, complaints, challenges or other documents filed with the FCC by third parties concerning the Station, together with, promptly upon the filing or making thereof, copies of Seller's responses to such filings. Seller shall notify Buyer in writing immediately upon receipt of written notice of the

institution or written threat of action against Seller involving the Station or Assets before the FCC or any other governmental authority;

(m) not permit any of the Licenses to expire or to be surrendered or voluntarily modified, or take any action (or fail to take any action) which could cause the FCC or any other governmental authority to institute proceedings for the suspension, revocation or limitation of rights under any License; and

(n) No later than November 30, 2015, Seller will provide Buyer with the results of operations of the Wilks Columbus Stations for the ten (10) months ending October 31, 2015. Such results of operations shall be in the same format as the Financial Statements annexed to Schedule 4.18(a), will be unaudited, will be derived from the books and records of the Stations, will be prepared in accordance with the internal accounting policies of Seller and its parent company, as applicable to financial reporting at the radio station level, and will be subject to the same limitations and disclosures set forth in Schedule 4.18(a).

**6.3 Risk of Loss.** Except as otherwise contemplated by the LMA, to the extent herein provided, Seller shall bear the risk of any casualty loss or similar damage to any of the Tangible Assets prior to the LMA Effective Time, and Buyer shall bear such risk on and after the LMA Effective Time. In the event any loss or damage occurs to the Tangible Assets prior to the LMA Effective Time, Seller shall be entitled to repair or replace (as it reasonably deems appropriate under the circumstances) any Tangible Asset lost or damaged prior to the LMA Effective Time (the “Damaged Asset”); *provided, however* that if Seller does not repair or replace a Damaged Asset (other than a Damaged Asset that was obsolete and unnecessary for the continued operation of the Station) by the date on which the Closing would otherwise occur under this Agreement, then the proceeds in respect of such loss or damage under any insurance covering such Damaged Asset shall be assigned to Buyer at Closing, and to the extent such proceeds are not sufficient to cover the reasonable out-of-pocket costs incurred by Buyer in repairing or replacing the Damaged Asset (to the extent damaged or lost prior to the LMA Effective Date), Seller shall reimburse Buyer by an amount equal to the deficiency after the Closing. If such damage and destruction will result in a Seller Material Adverse Effect, then Buyer may, as its sole right and remedy with respect to such damage and destruction, delay Closing until the earlier of five (5) business days after the repair or replacement of such Damaged Asset and the Upset Date (as defined in Section 8.4), whereupon this Agreement may be terminated by either party without further liability or obligation to each other.

**6.4 COBRA.** Seller shall be responsible for satisfying any and all obligations under the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), to provide continuation coverage to or with respect to all Station Employees not hired by Buyer or any of its affiliates and their eligible beneficiaries to whom COBRA is applicable as a result of any “qualifying event” as defined in Section 4980B of the Code and Section 603 of the Employee Retirement Income Security Act occurring on or before the LMA Effective Date.

**6.5 Public Announcements.** Except as agreed in writing by Buyer or as otherwise may be required by applicable law, Sellers will not, and will not permit any agent or affiliate thereof to, issue any press releases or otherwise make, or permit any agent or affiliate thereof to make, any public statements with respect to this Agreement or the transactions

contemplated hereby. Prior to the Closing, except as agreed in writing by Seller or as otherwise may be required by applicable law, Buyer will not, and will not permit any agent or affiliate thereof to, issue any press releases or otherwise make, or permit any agent or affiliate thereof to make, any public statements with respect to this Agreement or the transactions contemplated hereby.

**6.6 Employee Matters.** Buyer shall extend offers of employment as of the LMA Effective Date to each Station Employee indicated on Schedule 6.6 hereto who is employed by Seller immediately prior to the LMA Effective Time. Buyer shall have the right, but not the obligation, to extend offers of employment after the LMA Effective Date to any other Station Employee who is then employed by Seller not set forth on Schedule 6.6.

**6.7 Consents to Assignment.** After the execution of this Agreement and prior to Closing, each of Seller and Buyer shall use its commercially reasonable efforts to obtain all material third-party consents necessary for the assignment of Assumed Contracts, including any Real Property Lease, to Buyer and for the release of Sellers from any continuing liability in respect thereof. Notwithstanding anything in this Agreement to the contrary, neither this Agreement nor any agreement or instrument executed pursuant hereto shall constitute an agreement to assign any Assumed Contract or any claim or right or any benefit arising thereunder or resulting therefrom if such agreement or assignment, without the consent of a third party thereto, would constitute a breach or other contravention of such Assumed Contract or in any way adversely affect the rights of Buyer or Seller thereunder. If such consent is not obtained prior to the Closing Date, (a) Seller and Buyer shall use their commercially reasonable efforts to (i) obtain such consent as soon as practicable after the Closing Date, (ii) provide to Buyer the financial and business benefits of any such Assumed Contract and (iii) enforce, at the request of Buyer but at the sole cost and expense of Buyer, for the account of Buyer, any material rights of Seller arising from any such Assumed Contract; and (b) Buyer shall perform the obligations under such Assumed Contract in accordance with its terms as if the same had been assumed pursuant to this Agreement. Notwithstanding the foregoing, neither Seller nor Buyer nor any of their respective affiliates shall be required to pay consideration to any third party to obtain any such consent.

**6.9 Confidentiality.** Nothing contained herein should be deemed to negate or limit the Seller's or any of its affiliates' rights or any obligations of the Buyer or any of its affiliates that certain letter agreement, dated January 2, 2015, between Saga Communications, Inc. and Wilks Broadcast Group LLC (collectively, the "Confidentiality Agreement"), which is incorporated herein by reference.

**6.10 FCC Qualification.** From the date hereof until the termination of this Agreement, neither Buyer nor any Person with an attributable interest in Buyer shall file any application to acquire any station or otherwise operate any station or take any action if, as a result, such action would cause Buyer, or any Person with an attributable interest in Buyer, to have an attributable interest in, or seek to acquire an attributable interest in, any radio station(s) or other media property which would involve a greater number of stations or other media properties (taken together with the Stations) in the Columbus, OH market than would be permitted, absent an exemption or waiver, under the Communications Law, including the FCC's multiple ownership rules, in effect from time to time, or which would raise market concentration questions under applicable Law.

6.11 **Bulk Sales.** Seller and Buyer hereby waive compliance with the provisions of any applicable bulk sales law and no representation, warranty or covenant contained in this Agreement shall be deemed to have been breached as a result of such non-compliance.

## 7. **Indemnification.**

7.1 **Indemnification by Buyer.** From and after the Closing Date, subject to the terms and conditions of this Agreement, Buyer shall indemnify and hold harmless Seller and its affiliates, each of their respective shareholders, members, directors, officers, employees and agents, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the “Seller Indemnified Parties”) from and against any and all Losses incurred by or asserted against any of the Seller Indemnified Parties by reason of or arising from (a) any breach by Buyer of its covenants and agreements contained herein; (b) any breach by Buyer of its representations and warranties contained herein; (c) any of the Assumed Obligations; or (d) Buyer’s operation of with respect to the Station following the LMA Effective Time. As used in this Agreement, “Losses” means any cost, Liability, damage, penalty, fine, judgment, claim or expense (including reasonable attorneys’ fees), and “Liability” means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for taxes.

7.2 **Indemnification by Seller.** From and after the Closing Date, subject to the terms and conditions of this Agreement, Seller shall indemnify and hold harmless Buyer and its affiliates, each of their respective shareholders, directors, officers, employees and agents, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the “Buyer Indemnified Parties”) from and against any and all Losses incurred by or asserted against any of the Buyer Indemnified Parties by reason of or arising from (a) any breach by Seller of its covenants and agreements contained herein; (b) any breach by Seller of its representations and warranties contained herein; or (c) the Excluded Liabilities.

7.3 **Third-Party Claims.** Promptly after receipt by a Seller Indemnified Party or a Buyer Indemnified Party (an “Indemnified Party”) of notice of any matter or the commencement of any action, suit, arbitration, inquiry, hearing, proceeding or investigation by or before any court of competent jurisdiction, governmental or other regulatory or administrative agency or commission or arbitral panel (“Action”) by a third party in respect of which the Indemnified Party will seek indemnification hereunder (a “Third-Party Claim”), the Indemnified Party shall notify the party hereunder that is obligated to provide such indemnification (an “Indemnifying Party”) thereof in writing but any failure to so notify the Indemnifying Party shall not relieve it from any liability that it may have to the Indemnified Party other than to the extent the Indemnifying Party is actually prejudiced by such failure. The Indemnifying Party shall be entitled to participate in the defense of such Third-Party Claim and, provided that within a reasonable time after receipt of such written notice the Indemnifying Party confirms in writing its responsibility therefore to the extent provided in this Agreement, to assume control of such defense; provided, however, that:

(a) the Indemnified Party shall be entitled to participate in the defense of such Third-Party Claim, and to employ counsel, at its own expense to assist in the handling of such matter or claim;

(b) the Indemnifying Party shall obtain the prior written approval of the Indemnified Party before entering into any settlement of such Third-Party Claim (except as provided in clause (c) below) or ceasing to defend against such Third Party Claim (with such approval not to be unreasonably withheld);

(c) no Indemnifying Party shall consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by each claimant or plaintiff to each Indemnified Party of a full and complete release from all liability in respect of such Third-Party Claim; and

(d) the Indemnifying Party shall not be entitled to control (but shall be entitled to participate at its own expense in the defense of), and the Indemnified Party shall be entitled to have sole control over, the defense or settlement of any Third-Party Claim to the extent the matter or claim seeks an order, injunction, non-monetary or other equitable relief against the Indemnified Party that, if successful, would reasonably be expected to materially interfere with the business, operations, assets, condition (financial or otherwise) or prospects of the Indemnified Party.

(e) After written notice by the Indemnifying Party to the Indemnified Party of its election to assume control of the defense of any such Third-Party Claim as provided in this Section 7.3, the Indemnifying Party shall not be liable to such Indemnified Party hereunder for any legal expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation and of liaison counsel for the Indemnified Party; provided, however, that the Indemnifying Party shall be liable for such legal expenses if the Indemnified Party reasonably determines in good faith that the incurrence of the same is appropriate and necessary in light of defenses not available to the Indemnifying Party, conflicts of interest or other similar circumstances. If the Indemnifying Party does not assume control of the defense of such Third-Party Claim as provided in this Section 7.3, the Indemnified Party shall have the right to defend such Third-Party Claim in a reasonable and prudent manner at the reasonable cost and expense of the Indemnifying Party, and the Indemnifying Party will promptly reimburse the Indemnified Party therefore in accordance with this Section 7. The reimbursement of such fees, costs and expenses required by this Section 7 shall be made by periodic payments during the course of the investigations or defense, as and when bills are therefore received or such expenses incurred.

**7.4 Limitations on Indemnification.** Anything to the contrary contained in this Agreement notwithstanding:

(a) Seller will not be liable to the Buyer Indemnified Parties under this Section 7 with respect to breaches of Seller's representations or warranties (except with respect to breaches of any of the Seller Fundamental Representations or breach of Section 4.19) unless and until the total amount of Seller's indemnification obligation under this Section 7 for such breaches exceeds One Hundred Thousand and 00/100 Dollars (\$100,000) ("Threshold Amount"); provided that, once such indemnification obligations exceed the Threshold Amount,

Seller will indemnify the Buyer Indemnified Parties for any amounts exceeding the Threshold Amount, except as limited by the following sentence. The aggregate liability of Seller under this Agreement with respect to claims made by the Buyer Indemnified Parties under clause (b) of Section 7.2 will not exceed an amount equal to ten percent (10%) of the Purchase Price (the “Cap”); *provided, however*, that the maximum aggregate liability with respect to any and all Losses incurred by a Buyer Indemnified Party that arise out of or result from Seller’s breach of any of the Seller Fundamental Representations shall be fifty percent (50%) of the Purchase Price; it being acknowledged and agreed, however, that maximum aggregate liability for Losses that arise out of or as a result of any breach of any of the Seller Fundamental Representations shall be reduced by the aggregate amount of liabilities otherwise arising under or in respect of Section 7.2. Buyer will not be liable to the Seller Indemnified Parties under this Section 7 with respect to breaches of Buyer’s representations or warranties unless and until the total amount of Buyer’s indemnification obligation under this Section 7 for such breaches exceeds the Threshold Amount; provided that, once such indemnification obligations exceed the Threshold Amount, Buyer will indemnify the Seller Indemnified Parties for any amounts exceeding the Threshold Amount, except as limited by the following sentence. Buyer’s aggregate liability under this Agreement with respect to claims for indemnification made by the Seller Indemnified Parties for breaches of Buyer’s representations or warranties will not exceed the Cap. Notwithstanding anything set forth in this Agreement to the contrary, the limitations set forth in this Section 7.4 shall not apply in the case of Fraud (as defined in Section 15).

(b) The amount of any Losses that are subject to indemnification under this Article 7 shall be calculated net of the amount of any insurance proceeds or recoveries from other persons or entities actually received by the Buyer Indemnified Party in connection with such Losses or any of the events or circumstances giving rise or otherwise related to such Losses, net of all deductibles, co-payments, retro-premium obligations and premium increases attributable thereto and all reasonable out-of-pocket costs of collection of any such proceeds. The Buyer Indemnified Parties shall use commercially reasonable efforts to obtain any such insurance proceeds or recoveries from other persons or entities and to otherwise mitigate Losses.

(c) Notwithstanding anything in this Agreement to the contrary, in no event shall any Indemnifying Party be liable to any Indemnified Party for any incidental, consequential, special or indirect damages, or diminution of value or any damages based on any type of multiple.

(d) In the event that any misrepresentation or breach of any representation, warranty, agreement or covenant is known to or discovered by Buyer or any other Buyer Indemnified Party or any of their respective representatives (i) prior to the execution and delivery hereof and the Closing does not occur, or (ii) prior to the Closing and the Closing does occur, then in either such case Buyer shall be deemed to have waived such misrepresentation or breach and shall have no right to make any claim whatsoever by reason of such misrepresentation or breach.

(e) Any entitlement of any Indemnified Party to make a claim under this Agreement shall be determined without duplication of recovery available (i) under the LMA or any other agreement among any of the parties hereto contemplated herein, or (ii) by reason of the state of facts giving rise to such claim constituting a breach of more than one representation, warranty, covenant or agreement.

(f) Without limiting any of the other conditions and limitations set forth in this Section 7, in no event shall any party hereto have any liability or obligation for Losses resulting from or arising out of Excluded Liabilities or Assumed Obligations other than actual liabilities and reasonable costs and expenses (including reasonable attorneys' fees and expenses) suffered by any Buyer Indemnified Party in the case of Excluded Liabilities, or suffered by any Seller Indemnified Party in the case of Assumed Obligations, as the case may be.

## 8. FCC Approval.

8.1 **Application for FCC Approval.** Buyer and Seller shall, within five (5) calendar 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 FCC Licenses of the Station from Seller to Buyer (the "FCC Consent"). Buyer and Seller shall proceed with due diligence and promptly take all steps necessary to the expeditious prosecution of the Assignment Application to a favorable conclusion, using their commercially reasonable efforts throughout. If reconsideration or judicial review is sought with respect to the FCC Consent, the party affected shall vigorously oppose such efforts for reconsideration or judicial review; provided, however, that nothing herein shall be construed to limit either party's right to terminate this Agreement under Section 10.2 hereunder.

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 same, except that Seller and Buyer will divide and pay equally any filing fee or grant fee imposed by the FCC.

8.3 **Designation for Hearing.** If, for any reason, with respect to any Assignment Application, the FCC advises that designation for hearing will be required, either Buyer or Seller shall have the right, by written notice within thirty (30) calendar days of such notification, to terminate this Agreement, in which event neither party shall have any rights or liabilities hereunder except as provided in Section 10.

8.4 **Time of FCC Consent.** If the FCC Consent has not been issued within twelve (12) months from the date hereof (the "Upset Date"), either party may terminate this Agreement by giving written notice to the other party. Upon such termination, neither party shall have any further right or liability hereunder, except as provided in Section 10.

8.5 **Control of Station.** The transactions contemplated by this Agreement shall not be consummated until the FCC has issued the FCC Consent. Except as permitted under the LMA, until the Closing, Buyer shall not, directly or indirectly, control, supervise, direct or attempt to control, supervise or direct the operation of the Station.

## 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: The representations and

warranties of Seller made in this Agreement shall be true and correct. (i) as of the date of this Agreement and (ii) (except to the extent such representations and warranties speak as of an earlier date, in which case such representations and warranties shall have been true and correct as of such earlier date) as of the Closing Date as though made on and as of the Closing Date, except (A) for changes (x) contemplated by this Agreement, (y) not otherwise prohibited under Section 6.2 (Conduct of Business Prior to Closing), or (z) that take place after the LMA Effective Time, unless, in the case of clause (z), such changes are caused by the failure of Seller to perform its obligations under the LMA (B) casualty losses or damages subject to Section 6.3 (Risk of Loss) or that are reimbursable by or the responsibility of Buyer under LMA, or (C), in the case of any representation and warranty that is not subject to a Seller Material Adverse Effect qualifier, where the failures to be true and correct, individually or in the aggregate, have not resulted in and would not reasonably be expected to result in a Seller Material Adverse Effect. Buyer shall have received a certificate to that effect, dated as of the Closing Date, and signed on Seller's behalf by a manager or officer of Seller.

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

(c) Due Authorization: Seller's execution and delivery of this Agreement, its compliance with its provisions 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, and Buyer shall have received a copy of all actions taken effecting the same;

(d) Seller's Consents, etc.: The FCC Consent and the notices, filings, consents, waivers and approvals set forth 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 or shall have waived receipt 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 any law or regulation have been enacted or any action taken thereunder, which would restrain, prohibit, make illegal, or if not related to any act or omission by Buyer or any of its affiliates, or factor circumstances relating to Buyer or any of its affiliates (and not Seller or any of its affiliates) subject Buyer to material damage as a result of the consummation of the transactions contemplated hereby;

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

(1) Certificates of the Delaware Secretary of State and Ohio Secretary of State attesting to the good standing of Seller dated as of a date fifteen (15) business days or less from the Closing Date;

(2) Assignment and Assumption of Lease Agreements assigning to Buyer each respective Real Property Leases;

(3) Bill of Sale transferring to Buyer title to the Tangible Assets;

(4) Assignment and Assumption Agreement assigning to Buyer the FCC Licenses, Assigned Contracts and Intellectual Property;

(5) Certified copies of the certificate of formation and resolutions of each of Sellers approving the transactions completed by this Agreement, and a certificate of incumbency demonstrating its authority to enter into this Agreement and the transactions contemplated therein.

**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: The representations and warranties of Buyer made in this Agreement shall be true and correct, (i) as of the date of this Agreement and (ii) (except to the extent such representations and warranties speak as of an earlier date, in which case such representations and warranties shall have been true and correct as of such earlier date) as of the Closing Date as though made on and as of the Closing Date except (A) for changes contemplated by this Agreement or (B) in the case if any representation or warranty that is not subject to a materiality or Buyer Material Adverse Effect qualifier where the failures to be true and correct, individually or in the aggregate, have not resulted in and would not reasonably be expected to result in a Buyer Material Adverse Effect. Seller shall have received a certificate to that effect, dated as of the Closing Date and signed by an officer of Buyer;

(b) Pre-Closing Obligations: Buyer shall have performed in all material respects the obligations required to be performed by it hereunder, the performance of which has not been waived by Seller, and shall have paid all amounts owing by Buyer to Seller on or before the Closing Date under any and all of this Agreement, the A/R Agreement and the LMA, and Seller shall have received a certificate to that effect, dated as of the Closing Date and signed by an officer of Buyer;

(c) Due Authorization: Buyer's execution and delivery of this Agreement, its compliance with its provisions 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 Buyer, and Seller shall have received a copy of all required consents 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 any law or regulation have been enacted or any action taken thereunder, which would restrain or prohibit, make illegal, or, if not related to any act or omission of Seller or any of its affiliates, or to facts or circumstances relating to Seller or any of its affiliates (and not to Buyer or any of its affiliates) subject Seller to material damage as a result of, the consummation of the transactions contemplated hereby;

(e) Further Closing Documents: Buyer shall have delivered to Seller the following documents and instruments in reasonable and customary form:

(1) Certificates of the Delaware Secretary of State and Ohio Secretary of State attesting to the good standing of Buyer dated as of a date fifteen (15) business days or less from the Closing Date;

(2) Assignment and Assumption of Lease Agreements by which Buyer assumes each respective Real Property Lease; and

(3) Assignment and Assumption Agreement by which Buyer assumes the FCC Licenses, Assigned Contracts and Scheduled Intellectual Property.

(f) Sale of Radio One Stations. The closing of the proposed assignment of the FCC licenses for the Radio One Stations to Radio One (or its designee) shall have occurred.

**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 issued the FCC Consent (which need not be a Final Action), without any unsatisfied condition(s) to the effectiveness of such consent which are specified therein and, that such consent shall have been issued by the FCC without opposition thereto by any person. In the event that the FCC Consent is not a Final Action (as defined herein) at the time of Closing, prior to Closing the parties will enter into an “Unwind Agreement” substantially in the form attached hereto as Exhibit B. As used in this Agreement, “Final Action” shall mean an order of the FCC with respect to which no appeal, no petition for re-hearing, reconsideration, or stay, 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 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.

**10. Closing.** Subject to the terms and conditions herein stated, including, but not limited to, the conditions set forth in Sections 9.1, 9.2 and 9.3 above, the parties agree as follows:

**10.1 Closing Date.** The closing of the transactions provided for in this Agreement (the “Closing”) shall be held not later than ten (10) calendar days following the date upon which the FCC Consent is issued (the “Closing Date”). Such Closing shall take place at the Troy, Michigan offices of Bodman PLC, or by the electronic exchange of executed documents at 10:00 a.m. Eastern Time on the Closing Date, or at such other place and time as mutually agreed in writing by the parties. The Closing will be deemed to be effective as of 12:01 a.m. on the Closing Date.

**10.2 Failure to Close; 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 evidenced by a signed termination agreement;

(b) by Buyer, upon written notice to Seller, if (i) 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 (ii) if Seller shall have breached any of its representations, warranties or obligations hereunder which will cause a failure to satisfy the condition set forth in Sections 9.1(a) or Section 9.1(b) (which breach shall not have been cured in all material respect or waived by Buyer prior to the earlier of the Closing Date or within thirty (30) calendar days after Buyer has given notice to Seller of such breach); or

(c) by Seller, upon written notice to Buyer, if (i) 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 (ii) if Buyer shall have breached any of its representations, warranties or obligations hereunder which will cause a failure to satisfy the condition set forth in Sections 9.2(a) or Section 9.2(b) (which breach shall not have been cured in all material respects or waived by Seller prior to the earlier of the Closing Date or within thirty (30) calendar days after Seller has given notice to Buyer of such breach); or

(d) as provided by Sections 6.3, 8.3 or 8.4 of this Agreement.

In the event that this Agreement is terminated, it 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. If the Agreement is terminated under Section 10.2(c), the Deposit and any earnings thereon shall be delivered by the Escrow Agent to Seller as liquidated damages, which shall be the sole remedy of Seller for such breach. In any other case, if the Closing does not occur and the Agreement is terminated, the Deposit shall be delivered by the Escrow Agent to Buyer. All payments by the Escrow Agent shall be made in accordance with the procedures and provisions set forth in the Escrow Agreement and 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, in lieu of terminating this Agreement pursuant to Section 10.2(b), to seek, in a court of competent jurisdiction, a decree of specific performance requiring Seller to comply with its obligation under this Agreement to effect the Closing hereunder, subject to obtaining any necessary FCC consent, and if such relief is granted, Buyer shall be entitled to recover from Seller all reasonable costs and expenses (including reasonable attorneys' fees) incurred in securing such equitable relief. If such relief is not granted, Seller shall be entitled to recover from Buyer all reasonable costs and expenses (including reasonable attorneys' fees) incurred in defending against such attempt to obtain equitable relief. Anything to the contrary contained in this Agreement notwithstanding, following the Closing, the indemnification provisions of this Agreement shall be Buyer's sole and exclusive remedy for any claims or causes of action arising out of, based upon or resulting from the provisions of this Agreement and the transactions contemplated hereby, and Buyer waives to the fullest extent permitted by applicable law any and all such other claims or causes of action, whether sounding in contract, tort or otherwise, and whether asserted at law or in equity (and including without limitation any relating to or under any Environmental Requirements), and in no event shall any

party be entitled to recession with respect to this Agreement or the transactions contemplated hereby.

## 12. Further Covenants.

12.1 **Notice of Consummation.** Seller shall file with the FCC notice of consummation of the FCC Consent within the time period required by, and in all other material respects in accordance with, applicable law, rules and regulations, and, within a reasonable period of time after filing, provide a copy of the filed notice to Buyer.

12.2 **Taxes.** All transaction sale or transfer taxes originating from this transaction shall be paid fifty percent (50%) by each of Buyer and Seller.

12.3 **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 who shall have incurred the same, and no other party shall have any responsibility with respect thereto.

12.4 **Broker's Fee.** Except as otherwise provided in Sections 4.16 and 5.4, each party will be solely responsible for any and all brokerage fees asserted against it by a person or entity claiming entitlement to such fees as a result of this transaction by reason of having been engaged by such party.

12.5 **Further Assurances.** Each party shall cooperate with the other 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) except as otherwise required by applicable law or regulation: each party shall file all tax returns consistent with the allocation of the Purchase Price as described in Section 2.2, 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, assumption, conveyance or transfer and other documents of further assurance that shall be reasonably necessary to evidence the full and effective transfer, conveyance, assignment and assumption of the Assets and the Assumed Obligations.

## 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 hereto. 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 or delay on the part of any party to exercise 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.

**13.3 Assignment.** No party shall assign or attempt to assign any of its rights or obligations under this Agreement without the prior written consent of the other party; provided any party hereto may collaterally assign this Agreement to its institutional creditors from time to time or may assign this Agreement upon the exercise by any of such institutional creditor of remedies in respect of such collateral assignment, in each case, without any other party's consent.

**13.4 Notices.** All notices, consents, waivers and other communications required or permitted under this Agreement shall be sufficiently given for all purposes hereunder if in writing and (a) hand delivered, (b) sent by certified or registered mail, return receipt requested and proper postage prepaid, (c) sent by a nationally recognized overnight courier service, (d) sent by facsimile or (e) sent by electronic mail, in each case to the address or facsimile number and to the attention of the party (by name or title) set forth below (or to such other address and to the attention of such other person as a party may designate by written notice to the other parties):

If to Seller:

Wilks Broadcast–Columbus LLC  
c/o Wilks Broadcast Group LLC  
6470 E. Johns Crossing  
Duluth, Georgia 30097  
Attention: Mr. Jeffrey Wilks  
Facsimile: (678) 240-8989  
E-mail: [JWilks@wilksbroadcasting.com](mailto:JWilks@wilksbroadcasting.com)

with a copy (which shall not constitute notice) to:

The Wicks Group of Companies III, L.L.C.  
400 Park Avenue  
Suite 1210  
New York, NY 10022  
Attention: Mr. Craig B. Klosk  
Facsimile: (212) 223-2109  
E-mail: [cklosk@wicksgroup.com](mailto:cklosk@wicksgroup.com)

and

Golenbock Eiseman Assor Bell & Peskoe LLP  
437 Madison Avenue  
New York, NY 10022  
Attention: Nathan E. Assor  
Facsimile: (212) 754-0330  
E-Mail: [nassor@golenbock.com](mailto:nassor@golenbock.com)

If to Buyer:

Franklin Communications, Inc., a Delaware corporation  
c/o Saga Communications, Inc.  
73 Kercheval Avenue, Suite 201  
Grosse Pointe Farms, Michigan 48236  
Attn: Samuel D. Bush, Treasurer  
Facsimile: (313) 886-7150  
Phone: (313) 886-7070  
E-mail: [sbush@sagacom.com](mailto:sbush@sagacom.com)

with a copy (which shall not constitute notice) to:

Smithwick & Belenduik, P.C.  
5028 Wisconsin Avenue, NW  
Suite 301  
Washington, D.C. 20016  
Attn: Gary S. Smithwick  
Facsimile: (202) 363-4366  
Phone: (202) 363-4560  
E-mail: [gsmithwick@fccworld.com](mailto:gsmithwick@fccworld.com)

and

Bodman PLC  
201 W. Big Beaver Road, Suite 500  
Troy, Michigan 48084  
Attn: David C. Stone, Esq.  
Facsimile: (248) 743-6022  
Phone: (248) 743-6045  
E-mail: [dstone@bodmanlaw.com](mailto:dstone@bodmanlaw.com)

The date of giving of any such notice, consent, waiver or other communication shall be (i) the date of delivery if hand delivered, (ii) the date of receipt for certified or registered mail, (iii) the day after delivery to the overnight courier service if sent thereby, and (iv) the date of facsimile transmission or electronic mail on production of a transmission report or delivery confirmation that indicates that the facsimile or electronic mail was sent in its entirety to the facsimile number

or electronic mail address of the recipient. Any party may change its address for the purpose hereof by giving notice in accordance with the provisions of this Section 13.4.

**13.5 Binding Effect.** Subject to the provisions of Section 13.3, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement creates no rights of any nature in any person not a party hereto.

**13.6 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, and any legal action with respect hereto shall be brought in the state or federal court in the State of Delaware having jurisdiction over such action.

**13.7 Effect of Agreement.** This Agreement, along with the related agreements contemplated hereby, sets 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 Article and 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, interpret or construe the intention of the parties. This Agreement and any related agreements 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. Signatures of the parties by facsimile or electronic mail shall be deemed to be deemed to be their original signatures for all purposes.

**14. Guaranty.** WBG hereby (i) confirms that it owns 100% of Seller, and it derives benefit from and desires to induce Buyer to enter into this Agreement, (ii) guarantees to Buyer the timely payment and performance in full of Sellers' post-Closing obligations under this Agreement and (iii) agrees that the obligations of WBG are primary and direct and not conditioned or contingent upon pursuit of any remedies against Sellers, and they are not limited or affected by any circumstance that might otherwise limit or affect the obligations of a surety or guarantor, all of which are hereby waived by WBG to the fullest extent permitted by law.

**15. Defined Terms.** Unless otherwise stated in this Agreement, the following terms when used herein shall have the meanings assigned to them below (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

“Buyer Material Adverse Effect” means a material adverse effect on the ability of Buyer to perform its obligations under this Agreement.

“FCC Consent” shall mean the initial action by the FCC, or by its Media Bureau acting pursuant to delegated authority, granting the FCC Application.

“Fraud” means an actual, intentional or knowing common law fraud (and not a constructive fraud or negligent misrepresentation or omission) with respect, and limited, to the making of the representations and warranties set forth in this Agreement; provided, that (and without limiting any of the other requirements for establishing such common law fraud) such fraud shall in no event be deemed to exist in the absence of actual conscious awareness (and not

imputed or constructive knowledge) by the person sought to be held liable therefor, on the date the particular representation or warranty is made hereunder, both (i) of the particular fact, event or condition that gives rise to a breach of the applicable representation or warranty contained herein, and (ii) that such fact, event or condition actually constitutes a breach of such representation or warranty, all with the express intention of such person to deceive and mislead the other party hereto.

“Permitted Liens” means, as to any property or asset or as to the Station, (a) Liens for taxes, assessments and other charges of or by any governmental authority not yet due and payable or being contested in good faith; (b) zoning laws and ordinances and other Laws that do not prohibit the use of the Real Property in the operation of the Station; (c) any right reserved to any governmental authority to regulate the affected property (including restrictions stated in the permits); (d) in the case of any leased or licensed asset, (1) the rights of any lessor or licensor under the applicable lease or license agreement or any Lien in favor of any lessor or licensor, and (2) the rights of the grantor of any easement or any Lien granted by such grantor with respect to such easement property; (e) easements, rights of way, restrictive covenants and other encumbrances, encroachments or other matters affecting title that do not materially adversely affect title to the property subject thereto or materially adversely impair the continued use of the property in the ordinary course of business; (f) materialmen’s, lessor’s, mechanics’, workmen’s, repairmen’s or other like Liens arising in the ordinary course of business for amounts not yet due or being contested in good faith, provided that Seller shall be responsible for such amounts when due unless being contested in good faith, and any such amounts will remain Excluded Liabilities; and (g) any Liens identified on Schedule 15 attached hereto.

“Seller Fundamental Representations” means each of the representations and warranties of Seller set forth in Section 4.1(a) (Formation; Standing and Power), Section 4.2(a) (Authority for Transaction), Section 4.3(a) (FCC Licenses), Section 4.5(a) (Title) and Section 4.16 (Broker).

“Seller Material Adverse Effect” means a material adverse effect on: (a) the ability of Sellers to perform their obligations under this Agreement or (b) the financial condition or results of operations of Sellers or the Station taken as a whole; provided, however, that Seller Material Adverse Effect shall not include any material adverse effect attributable to (i) any change or development generally applicable to the radio broadcast industry (including without limitation legislative or regulatory matters), but only to the extent such change or development does not have a disproportionate effect on Sellers or the Station, (ii) general economic conditions, but only to the extent such conditions do not have a disproportionate effect on Sellers or the Station, (iii) terrorist activity or a natural disaster, including without limitation an earthquake, flood or hurricane, or (iv) any public filing or announcement with respect to this Agreement or transactions contemplated by this Agreement.

“Station Employees” means all persons employed by Seller primarily in the conduct and operation of the Station.

“Wilks Columbus Stations” means, collectively, the Station and the Radio One Stations.

**[Signature Page Follows]**

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

**SELLERS:**

**Wilks Broadcast-Columbus LLC**, a Delaware limited liability company

By: Kevin Brady  
Kevin Brady  
Vice President

**Wilks License Company-Columbus LLC**, a Delaware limited liability company

By: Kevin Brady  
Kevin Brady  
Vice President

**BUYER:**

**Franklin Communications, Inc.**, a Delaware corporation

By: \_\_\_\_\_  
Name: Samuel D. Bush  
Title: Treasurer

Solely with respect to Section 14:

**Wilks Broadcast Group LLC**, a Delaware limited liability company

By: Kevin Brady  
Kevin Brady  
Vice President

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

**SELLERS:**

**Wilks Broadcast-Columbus LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Kevin Brady  
Vice President

**Wilks License Company-Columbus LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Kevin Brady  
Vice President

**BUYER:**

**Franklin Communications, Inc.**, a Delaware corporation

By:   
Name: Samuel D. Bush  
Title: Treasurer

Solely with respect to Section 14:

**Wilks Broadcast Group LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Kevin Brady  
Vice President

### **List of Schedules**

Schedule 1.1	FCC Licenses
Schedule 1.2	Real Property
Schedule 1.3	Tangible Assets
Schedule 1.4	Assigned Contracts
Schedule 1.6	Intellectual Property
Schedule 1.9	Group Contracts
Schedule 4.3	License Matters
Schedule 4.5(a)	Title; Real Property; Towers
Schedule 4.6	Contracts, Leases, Agreement, Etc.
Schedule 4.8	Employee and Agreements Relating to Employment
Schedule 4.17	Environmental Matters
Schedule 4.18(a)	Financial Statements
Schedule 4.18(b)	No Change
Schedule 4.19	Tax Matters
Schedule 6.2(j)	Consents
Schedule 6.6	Employees Matters
Schedule 9.1(d)	Required Consents
Schedule 15	Permitted Liens

### **List of Exhibits**

Exhibit A	Escrow Agreement
Exhibit B	Unwind Agreement

**Schedule 1.1**

**Current FCC Licenses and Authorizations  
WLVQ(FM) and Associated Auxiliary Stations**

Main Station WLVQ(FM), Columbus, Ohio  
Facility ID Number: 11277  
*Licensee: Wilks License Company –Columbus LLC*  
*Frequency: 96.3 MHz*

<b>Type of Authorization</b>	<b>Call Sign</b>	<b>FCC File Number</b>	<b>Expiration Date</b>
License Renewal Authorization	WLVQ(FM) and current auxiliaries	BRH-20120524AHW	10/01/2020
Broadcast Auxiliary License	WLVQ(FM)	BXLH-20061222AAI	10/01/2020
FM Broadcast Station License	WLVQ(FM)	BLH-19830404AN	10/01/2020

Antenna Structures Associated with  
Main Station WLVQ(FM), Columbus, Ohio  
Facility ID Number: 11277<sup>1</sup>

<b>Registration Number</b>	<b>Owner</b>
1033684	Citicasters Co.

Broadcast Auxiliary Stations Associated with  
Main Station WLVQ(FM), Columbus, Ohio  
Facility ID Number: 11277

<b>Type of Authorization</b>	<b>Call Sign</b>	<b>Expiration Date</b>
Broadcast Auxiliary Remote Pickup	KB55844	10/01/2020
Broadcast Auxiliary Remote Pickup	KC25280	10/01/2020
Aural Studio Transmitter Link	WHB280	10/01/2020

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<sup>1</sup> Disclosed only for informational purposes; FCC registration number for antenna structure is not registered to any of the Sellers. Seller has a right to utilize a portion of the antenna structure under its applicable license or lease relating to the antenna structure.