

## **ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT**, (together with the attached Exhibits and Schedules hereto, the "**Agreement**") is made and entered into as of the 25<sup>th</sup> day of September, 2018 by and between EDUCATIONAL MEDIA FOUNDATION, a California non-profit religious corporation ("**Buyer**"), and WDEK, INC., an Illinois corporation ("**Seller**").

### **W I T N E S S E T H**

WHEREAS, Seller is the licensee of commercial radio broadcasting station WCPT-FM, DeKalb, Illinois; (Federal Communications Commission ("**FCC**") Facility ID 15974), transmitting on 92.5 MHz (the "**Station**") pursuant to certain licenses, authorizations, permits and approvals issued by the FCC (the "**FCC Authorizations**").

WHEREAS, subject to the terms and conditions set forth herein, (i) Seller desires to sell to Buyer, and Buyer desires to buy from Seller, the FCC Authorizations and (ii) certain other assets used or useful in the operation of the Station, to the extent provided in this Agreement.

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

### **ARTICLE 1: SALE AND PURCHASE**

1.1 **Station Assets**. Subject to the terms and conditions herein contained, Seller shall grant, convey, sell, assign, transfer and deliver to Buyer on the Closing Date (as hereinafter defined) and Buyer shall purchase, assume and accept from Seller, all interests of Seller in all FCC Authorizations, certain tangible and intangible property, records, and interests used in the business and operations of the Station which are specifically described below but excluding the Excluded Assets described in Section 1.2 hereof (collectively, the "**Station Assets**") as follows:

(a) **Licenses and Authorizations**. All licenses, authorizations, permits and approvals issued by the FCC or any other governmental authority with respect to the Station listed on Schedule 1.1(a) attached hereto, including without limitation, and any variations thereof, the FCC Authorizations; but excluding therefrom such assets, licenses, authorizations, permits and approvals listed as or held in connection with the Excluded Assets ("**Excluded FCC Authorizations**").

(b) **Tangible Personal Property**. The broadcast tower ("**Tower**") and transmitter building and related improvements ("**Tower Improvements**") on the Real Property (defined below) along with all equipment, electrical devices, antennas and other transmitting facilities, cables, furniture, hardware, tools, spare parts, and other tangible personal property of every kind and description, used in connection with the business and operations of the Station, including to the extent listed and described on Schedule 1.1(b) attached hereto (collectively, the "**Tangible Personal**"),

Property”), together with such modifications, improvements and additions thereto and replacements thereof occurring between the date hereof and the Closing Date.

(c) Real Property. Seller’s right, title and interest in that certain real property described on Schedule 1.1(c), including without limitation, the fee interest (“Owned Real Property”) and the leases (the “Leases” and along with the Owned Real Property, the “Real Property”) burdening such real property identified on Schedule 1.1(c).

(d) Files and Records. All FCC logs and other records that relate to the operation or programming of the Station, and all files and other records of Seller relating to the Station Assets (other than duplicate copies of such files, “Duplicate Records”), including without limitation all schematics, blueprints, engineering data, customer lists, reports, specifications, projections, statistics, promotional graphics, original art work, mats, plates, negatives and other advertising, marketing or related materials concerning the Station and the Station Assets.

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

(f) Goodwill. All of Seller’s goodwill in, and going concern value of, the Station.

When used with respect to Seller in this Agreement or in connection with the subject thereof, “Knowledge” or “knowledge” shall mean the actual knowledge of Mark Pinski.

1.2 Excluded Assets. All other assets shall be excluded from the Station Assets and retained by Seller, including, but not limited to, (i) those assets on Schedule 1.2, (ii) all rights in and to the Station’s call sign WCPT-FM, (iii) Seller’s cash, cash equivalents, deposits and equivalents, (iv) Seller’s publicly traded securities, (v) Seller’s insurance policies, (vi) claims of Seller with respect to the transaction prior to Closing, (vii) any Duplicate Records, (viii) any accounts receivable sold or produced by the Station prior to the Closing, (ix) any prepaid items and deposits for a period of time prior to Closing (except to the extent Seller receives a credit for such amount at Closing), and (x) any customer list, trademark, logo or contracts and other rights or interests of Seller not assigned specifically to Buyer under this Agreement or terminated or expire prior to Closing (collectively, the “Excluded Assets”).

### 1.3 Liabilities.

(a) The Station Assets shall be sold and conveyed to Buyer free and clear of all mortgages, liens, deeds of trust, security interests, pledges, restrictions, prior assignments, charges, claims, defects in title and encumbrances of any kind or type whatsoever (collectively, “Liens”) except (i) the Assumed Liabilities (defined below), (ii) liens for taxes not due and payable or, that are being contested in good faith by appropriate proceedings and (iii) with respect to the Real Property, such other easements, rights of way, zoning, building and use restrictions and other exceptions of record that do not in any material respect detract from the value of the property subject thereto or impair the use thereof in the ordinary course of the business of the Station or the

use of the Station Assets, in each circumstance as currently utilized by Seller (collectively, "Permitted Liens").

(b) Buyer shall assume the liabilities relating to the Station Assets incurred by Buyer on and after the Closing (the "Assumed Liabilities").

(c) Except for the Assumed Liabilities or otherwise specifically provided herein or in a separate agreement to be delivered at Closing, Buyer is not assuming or liable for, and does not undertake to assume or discharge (i) any liability or obligation of Seller arising out of or relating to any contract, lease agreement, or instrument; (ii) any liability or obligation of Seller arising out of or relating to any employment understanding or employee benefit plan otherwise relating to employment; (iii) any liability or obligation of Seller arising out of or relating to any litigation, proceeding or claim (whether or not such litigation, proceeding or claim is pending, threatened or asserted before, on or after the Closing Date); (iv) any other liabilities, obligations, debts or commitments of Seller whatsoever, whether accrued now or hereafter, whether fixed or contingent, whether known or unknown; or (v) any claims asserted against the Station or any of the Station Assets relating to any event (whether act or omission) prior to the Closing Date, including without limitation, the payment of all taxes and fees (the "Retained Liabilities").

#### 1.4 Purchase Price.

(a) Purchase Price. The purchase price to be paid for the Station Assets will be an amount equal to One Million Six Hundred Thousand United States Dollars (\$1,600,000.00) (the "Purchase Price").

(b) Method of Payment. Upon Closing, the Purchase Price shall be paid by Buyer in cash via wire transfer of immediately available Federal funds pursuant to written instructions of Seller to be delivered by Seller to Buyer at least three (3) days prior to Closing.

(c) Escrow. Buyer and Seller have executed an escrow agreement in the form of Exhibit A attached hereto (the "Escrow Agreement"). Within two (2) business days of the date of this Agreement, Buyer commits to place One Hundred and Sixty Thousand United States Dollars (\$160,000.00) (the "Escrow Deposit") of the Purchase Price into escrow pursuant to the Escrow Agreement. The Escrow Deposit shall be paid to Seller as partial payment of the cash Purchase Price due at Closing to Seller or, in absence of a Closing, shall be paid to Buyer or Seller as required by and in accordance with Section 10.1(e) hereof. Buyer shall be entitled to any interest earned on the Escrow Deposit. Seller and Buyer shall split the costs required to be paid to the escrow agent under the Escrow Agreement.

(d) Allocation of Purchase Price. The Purchase Price for the Station Assets shall be allocated to the Station Assets in a manner set forth by Seller and provided to Buyer within sixty (60) days following the Closing. Such allocation shall be (i) prepared consistent with Internal Revenue Code of 1986, as amended, and the regulations thereunder and (ii) used by Buyer and Seller in all respective filings with federal, state and local taxing authorities.

1.5 Closing. The closing of the sale of the Station Assets (the “Closing”) shall take place at the offices of Holland & Knight LLP, 800 17<sup>th</sup> Street, NW, Suite 1100, Washington, DC 20006, or at such other place as may be mutually agreed upon in writing by Buyer and Seller; provided, however, that Closing shall occur, to the extent practicable, by electronic exchange of closing deliveries. Unless the parties otherwise agree in writing, the Closing shall occur no later than ten (10) business days after the date on which the FCC Consent (as defined in Section 4.4) approving the Application (as defined in Section 4.4) shall have been granted but only if the conditions set forth in Articles 6 and 7 have been satisfied or waived (such date, the “Closing Date”). The Closing shall be deemed to be effective as of 12:01 A.M., Central Time, on the Closing Date. In the event the Closing shall take place before the FCC Consent shall have become Final, the parties will, at Closing, execute and deliver to each other an “Unwind Agreement” returning the parties to the *status quo ante*. Notwithstanding the foregoing, in no event shall the Closing occur prior to November 6, 2018.

1.6 Prorations. The parties shall prorate all expenses arising out of the operation of the Station which are incurred, accrued or payable, as of 11:59 p.m. local time of the day preceding the Closing. The items to be prorated shall include, but not be limited to, FCC regulatory fees (if any), utilities charges, real property and personal property taxes (based upon the most recent tax bills and or assessments), security deposits, and any other prepaid amounts. The prorations shall be determined and accounted for on the closing statement as of the Closing Date, with any reconciliation to such prorations to be made between the Seller and Buyer within sixty (60) days after the Closing Date.

## ARTICLE 2: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer:

2.1 Status. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization (as first set forth above). Seller is duly qualified to do business and is in good standing in such states in which the failure to so qualify would have a material adverse effect on the business of the Station. Seller has the requisite power to carry on the business of the Station as it is now being conducted and to own and operate the Station, and Seller has the requisite power to enter into and complete the transactions contemplated by this Agreement. Seller has not used any name in the operation of its business other than its name as first set forth above and the Station’s call sign.

2.2 Authority. All actions necessary to be taken by or on the part of Seller in connection with the transactions contemplated by this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed, and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

2.3 No Conflict. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not (a) conflict with or violate any of the organizational documents of Seller; (b) conflict with or violate or result in any breach of or any

default under, result in any termination or modification of, or cause any acceleration of any obligation under, any contract to which Seller is a party or by which it is bound, or by which the Station or any of the Station Assets may be affected, or result in the creation of any Lien upon any of the Station Assets; (c) violate any judgment, decree, order, statute, law, rule or regulation applicable to Seller, the Station or any of the Station Assets; or (d) require the consent or approval of, or a filing by Seller with, any governmental or regulatory authority or any third party other than the FCC consent.

2.4 No Breach. Seller is not in violation or breach of any of the terms, conditions or provisions of any contract or any court order, judgment, arbitration award, or decree relating to or affecting the Station or the Station Assets to which Seller is a party or by which it is bound.

2.5 Licenses. Other than the Excluded FCC Authorizations, all of the FCC Authorizations are listed and described on Schedule 1.1(a). Such FCC Authorizations constitute all of the material licenses and authorizations required under the Communications Act of 1934, as amended (the "Communications Act"), or the rules, regulations and policies of the FCC (collectively, with the Communications Act, the "Communications Laws") for, and used in the operation of, the Station. The FCC Authorizations are lawfully held by Seller and are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending, or to the Knowledge of Seller threatened, any action by or before the FCC to revoke, suspend, cancel, rescind or modify any of the FCC Authorizations (other than proceedings to amend FCC rules of general applicability), and there is not now issued or outstanding or pending, or to the Knowledge of Seller threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, hearing designation, notice of forfeiture, complaint, or any similar matters against Seller or the Station. The Station is operating in material compliance with the FCC Authorizations, the Communications Act, and the rules, regulations and policies of the FCC. The Station is operating in compliance in all material respects with the FCC Authorizations and the Communications Laws and on the Closing Date, the Station will be transmitting at no less than ninety percent (90%) of its authorized power. All material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Station have been filed, and all such reports and filings are substantially accurate and complete in all material respects. All regulatory fees required to be paid to, the FCC by Seller with respect to the Station have been timely paid, and no amounts currently due remain unpaid.

2.6 Employment Matters. Seller has no employees and Buyer shall not seek to employ any employee of Seller's parent, if at all, for a period of 180 days after the Closing Date.

2.7 Litigation. Other than any matters disclosed in Schedule 2.7, there are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending against, or to the Knowledge of Seller threatened against, the Station, Seller relating to or affecting the Station nor, to the Knowledge of Seller, is there any basis for any such suit, arbitration, administrative charge or other legal proceeding, claim or governmental investigation. Seller has not been operating under or subject to, or in default with respect to, any judgment, order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, agency or instrumentality, foreign or domestic.

2.8 Brokers. Seller has dealt with no brokers or finders in connection with this transaction other than Robert Heymann of Media Services Group, Inc. ("Seller's Broker"). At Closing, Seller shall pay a broker's commission to Seller's Broker pursuant to the terms of a separate agreement between Seller and Broker. Seller will indemnify, protect and defend and hold Buyer harmless from and against all claims resulting from the claims for any brokerage or finder's fee as a result of any action taken by Seller.

2.9 Title. Seller owns and has good and marketable title to all of the Station Assets, free and clear of all Liens other than Permitted Liens. Upon consummation of the transaction contemplated hereby, Buyer will acquire good and marketable title to all of the Station Assets, free and clear of all Liens except for Permitted Liens.

2.10 Taxes. The Seller has timely prepared and filed all federal, state and local tax returns and reports as are and have been required to be filed. All taxes shown on those returns and reports to be due have been paid in full, including but not limited to, sales tax, withholding tax and all other taxes of every nature.

2.11 Real Property. Seller owns fee simple title to the Real Property free and clear of Liens other than Permitted Liens. Prior to the date hereof, Seller has provided Buyer true and complete copies of (i) that certain Commitment for Title Insurance Order # NCS-914813-CHI2 issued by First American Title Insurance Company ("First American"), as may be updated, revised or amended with Permitted Liens (the "Title Commitment") along with access to the underlying exception documents and vesting deeds, (ii) that certain survey from JLH Land Surveying Inc. with an original date of August 30, 2018 depicting the Owned Real Property (the "Survey") and (iii) all other deeds, title documents and surveys relating to the Real Property in Seller's possession. The Owned Real Property has vehicular access and is served by utilities as are required for operation of the Station Assets by Seller. No part of the Real Property is subject to any pending, or to Seller's knowledge, threatened suit for condemnation or other taking by any public authority. Seller's use of the Station Assets on the Owned Real Property complies in all material respects with applicable zoning, health and safety codes and laws. There are no leases, subleases, licenses, sublicenses or any other arrangement or agreements to lease or otherwise grant to any third party a right of use the Real Property (including space on the Tower) other than the Leases. No certificates of occupancy are required for Seller's use of the Real Property as currently conducted and, to Seller's Knowledge, there are no other consents and approvals required to be obtained by Seller for use of the Real Property as a tower site from any governmental authority, association or board with jurisdiction over the Tower or the Real Property.

Schedule 1.1(c) contains a true and accurate listing of the Leases and all amendments thereto and Seller has provided Buyer with a true and complete copy of the Leases prior to the date hereof. Seller has pursuant to the terms thereof, and, to the extent of its interest, will convey to Buyer at the Closing, a valid leasehold interest in the Leases. The Leases are in full force and effect, and Seller is in compliance with all terms and conditions of said Leases and has paid or provided for all amounts required to be paid or provided for by Seller under or pursuant to the terms thereof which arise or related to periods prior to the Closing Date.

Seller has no knowledge (after due inquiry) that the Tower (a) was not constructed or modified in compliance with applicable law (including the National Environmental Policy Act of 1969, as amended (NEPA); the Endangered Species Act, and the National Historic Preservation Act of 1966) and (b) is not obstruction marked, lighted and properly registered with the FCC to the extent required by, and in accordance with, the Communications Laws and the rules and regulations of the FAA. The operation of the Station does not expose workers or others to levels of radio frequency radiation in excess of the "Radio Frequency Protection Guides" recommended in ANSI Standards C95.1-1992 or any subsequently adopted standards to the extent the same are required to be met under applicable law. The Survey reflects (and Seller has no knowledge to the contrary) that the Tower and all guy anchors, guy wires, cables, driveways, parking lots, ground systems, transmitting equipment, buildings and other improvements relating to the Station's transmission operations are located entirely on and wholly within the lot limits and metes and bounds of the Real Property and do not encroach on any adjoining premises.

2.12 Condition of Station Assets. On the Closing Date, each item comprising the Station Assets shall be in good operating condition and are not in need of material repair, reasonable wear and tear excepted. The Tangible Personal Property has been maintained in a manner substantially consistent with generally accepted standards of good engineering practice; and is operating in full compliance, in all material respects, with the Communications Laws and rules and regulations of the FAA. Between the signing of this Agreement and the Closing Date, Seller shall use commercially reasonable efforts to maintain the Station Assets in good operating condition as to enable Buyer, upon Closing, to operate the Station at the same level as currently being operated by Seller. The Station Assets comprise all assets primarily used in and necessary to operate the Station as currently operated by Seller.

2.13 Environmental Matters. As to the Owned Real Property, Seller's business and its operations, and the Station Assets used by Seller thereon are in full compliance in all material respects with all Environmental Laws, and to Seller's Knowledge, no condition exists or event has occurred which, with or without notice or the passage of time or both, would constitute a violation of any Environmental Law. No licenses are required pursuant to Environmental Laws for the conduct or operation of the Station Assets (or any part thereof). Seller has not received any notice from any Governmental Authority or any other Person that Seller's business, the Stations Assets or the operation of any of the facilities used in Seller's business are in violation of any Environmental Law, or that Seller is responsible (or potentially responsible) for the cleanup or remediation of any Hazardous Materials at any location.

To Seller's Knowledge, it has neither caused nor permitted its employees, authorized agents and representatives acting in connection with the Station Assets to cause any Hazardous Materials to have been released or discharged, placed or disposed of into the Environment in quantities required to be reported under Environmental Laws at, on or under the Station Assets and, to Seller's Knowledge, there are currently no Hazardous Materials located in or about the Station Assets that are in violation in any material respect of any Environmental Law.

For purposes of this Agreement, the following defined terms shall have the corresponding meaning:

“Environmental Laws” 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 protection of human health or 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 Occupational Safety and Health Act (“OSHA”); 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.

“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.

2.14 Insurance. Seller maintains insurance policies or other similar arrangements with respect to the Station and the Station Assets consistent with its past practices, and will maintain such policies or arrangements until the Closing.

2.15 Compliance with Law. Seller has complied in all material respects with all laws, rules and regulations, including without limitation the Communications Laws and rules and regulations of the FAA applicable to the operation of the Station, and all decrees and orders of any court or governmental authority which are applicable to the operation of the Station. To Seller’s knowledge, there are no governmental claims or investigations pending or threatened against Seller in respect of the Station except those affecting the industry generally.

### ARTICLE 3: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller:

3.1 Status. Buyer is a non-profit religious corporation duly organized, validly existing and in good standing under the laws of the state of California. Buyer has the requisite power to enter into and complete the transactions contemplated by this Agreement.

3.2 Authority. All actions necessary to be taken by or on the part of Buyer in connection with the transactions contemplated by this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with and subject to its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting



the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3 No Conflicts. Neither the execution, delivery and performance by Buyer of this Agreement nor the consummation by Buyer of the transactions contemplated hereby will (a) conflict with or violate the certificate of incorporation or bylaws (or documents of similar effect) of Buyer; (b) violate any judgment, decree, order, statute, rule or regulation applicable to Buyer or (c) require the consent or approval of, or a filing by Buyer with, any governmental or regulatory authority or any third party other than the FCC consent.

3.4 Brokers. There is no broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement of or action taken by Buyer.

3.5 Qualification and Wherewithal. Buyer is legally, financially and otherwise qualified to become the licensee of, acquire, own and operate the Station under the Communications Laws. There are no facts that would, under existing law and the FCC rules and regulations in effect as of the date hereof, disqualify Buyer as an assignee of the FCC Authorizations or as the owner and operator of the Station. As of the Closing, Buyer shall have adequate cash on hand to enable Buyer to pay the Purchase Price at Closing.

#### ARTICLE 4: COVENANTS OF SELLER

The following terms of this Article 4 shall apply from the date hereof until the completion of the Closing (except as otherwise specified).

##### 4.1 Operation of the Business.

(a) The business of the Station shall continue to be carried out in the manner in which the business has been conducted in the past; provided, however, that from the date hereof Seller shall not enter into any sales of advertising time for any consideration which agreement will be in effect after the Closing (after taking into consideration any termination rights). Seller shall operate the Station in accordance with the terms of the FCC Authorizations and in compliance in all material respects with all applicable laws, rules and regulations and all applicable FCC rules and regulations. Seller shall maintain the FCC Authorizations in full force and effect and shall take all actions necessary to so maintain them, including but not limited to the timely filing and prosecution of any necessary applications for renewal of the FCC Authorizations or other submissions to the FCC.

(b) Nothing contained in this Agreement shall give Buyer any right to control the programming, operations or any other matter relating to the Station prior to the Closing Date, and Seller shall have complete control of the programming, operations and all other matters relating to the Station up to the Closing Date.

(c) Seller shall keep and maintain all Tangible Personal Property in good operating condition (ordinary wear and tear excepted) and repair. Seller shall preserve intact the Station Assets and maintain in effect its current casualty and liability insurance on the Station Assets.

(d) Without the prior written consent of Buyer, Seller may not take the following actions:

(i) sell, lease, transfer, or agree to sell, lease or transfer, any Station Assets except for non-material sales or leases, in the ordinary course of business, of items that are being replaced by assets of comparable or superior kind, condition and value;

(ii) renew, renegotiate, modify, or amend any existing time sales contracts with respect to the Station, except in the ordinary course of business;

(iv) enter into, renew or amend any other contract with respect to the Station, except in the ordinary course of business;

(v) apply to the FCC for any construction permit that would restrict the present operations of the Station, or make any change in any of the buildings, leasehold improvements or fixtures of the Station, except in the ordinary course of business; or

(vi) modify or fail to maintain in full force and effect, the FCC Authorizations;

4.2 Access to Facilities, Files and Records. At the reasonable request of Buyer, Seller shall from time to time give or cause to be given to the officers, employees, accountants, counsel, agents, consultants and representatives of Buyer full access during normal business hours to all facilities, properties, deeds, title papers, insurance policies, licenses, agreements, contracts, commitments, records and files of every character, equipment, machinery, and fixtures with respect to the Station.

4.3 Representations and Warranties. Seller shall give detailed written notice to Buyer promptly upon learning of the occurrence of any event that would cause or constitute a breach, or that would have caused a breach had such event occurred or been known to Seller prior to the date hereof, of any of the representations or warranties contained in Article 2 of this Agreement.

4.4 Application for FCC Consent. As soon as reasonably possible (but in no event later than two (2) business days after the date of this Agreement), Buyer and Seller shall cooperate to file an application with the FCC (the "Application") requesting its consent to the assignment of the FCC Authorizations to Buyer from Seller and for the consummation of the transactions contemplated by this Agreement. The Seller and Buyer will split the cost of any filing fee(s) for the Application. Each party shall promptly provide the other party with a copy of any pleading, order or other document served on either of them (or otherwise received) relating to the Application. The parties shall furnish all information required by the FCC and shall be represented at all meetings or hearings scheduled to consider such Application. The FCC's written consent to

the Application is referred to herein as the “FCC Consent”. For purposes of this Agreement, the term “Final” shall mean that action shall have been taken by the FCC (including action duly taken by the FCC’s staff, pursuant to delegated authority) that has not been reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which the passage of time has precluded all timely requests for stay, petition for rehearing, review or reconsideration, appeal, petition for review or certiorari, and has precluded any action of the FCC on its own motion or initiative with comparable effect. If the Closing occurs prior to FCC Consent becoming Final and the FCC Consent subsequently is reversed or otherwise set aside, and there is a Final order of the FCC (or court of competent jurisdiction) requiring the re-assignment of the FCC Authorizations to Seller, then the purchase and sale of the Station Assets shall be rescinded. In such event, Buyer shall reconvey to Seller the Station Assets, and Seller shall repay to Buyer the Purchase Price and reassume the contracts and leases assigned and assumed at Closing. Any such rescission shall be consummated on a mutually agreeable date within thirty (30) days of such Final order (or, if earlier, within the time required by such order). In connection therewith, Buyer and Seller shall each execute such documents (including execution by Buyer of instruments of conveyance of the Station Assets to Seller and execution by Seller of instruments of assumption of the contracts and leases assigned and assumed at Closing) and make such payments (including repayment by Seller to Buyer of the Purchase Price) as are necessary to give effect to such rescission.

4.5 Noncommercial Educational Application. Within five (5) business days after the date of this Agreement, Buyer may file a contingent application to modify the Station’s license to have it designated for noncommercial operation (the “Noncommercial Application”) from and after the Closing Date pursuant to Section 73.3517(a) of the FCC’s Rules. In connection with the filing of the Noncommercial Application, Seller will provide Buyer with a written statement authorizing Buyer to file the Noncommercial Application. In the event the FCC Consent is granted by the FCC but the transaction is not consummated as required under this Agreement, within three (3) business days of the termination of this Agreement, (i) Seller will file a notice of non-consummation with the FCC, and (ii) Buyer will (y) in the event the Noncommercial Application is still pending, notify the FCC in writing of the termination of this Agreement and request the dismissal of the Noncommercial Application, or (z) if the Noncommercial Application has been granted, notify the FCC in writing of the termination of this Agreement, that the noncommercial operation of the Station will therefore not be implemented, and provide a copy of its filing to Seller. The Closing is not conditioned upon the FCC’s grant of the Noncommercial Application.

4.6 Consummation of Agreement. Subject to the provisions of Section 10.1 of this Agreement, Seller shall use all reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to cause the transactions contemplated by this Agreement to be fully carried out.

4.7 Confidentiality. Any and all information, disclosures, knowledge or facts regarding Buyer, derived from or resulting from Seller’s acts or conduct (including without limitation acts or conduct of Seller’s officers, employees, accountants, counsel, agents, consultants or representatives, or any of them) shall be held in strict confidence and shall not be divulged, disclosed or communicated to any other person, firm, corporation or entity, except for Seller’s attorneys, accountants, investment bankers, brokers, investors and lenders, and their respective attorneys for the purpose of consummating the transactions contemplated by this Agreement.

4.8 Employees. Buyer shall have no obligation to offer employment to any employee of Seller or the Station, and shall have no liability with respect to any such employee or for benefits of any kind or nature.

## ARTICLE 5: COVENANTS OF BUYER

Buyer covenants and agrees that from the date hereof until the completion of the Closing:

5.1 Representations and Warranties. Buyer shall give detailed written notice to Seller promptly upon learning of the occurrence of any event that would cause or constitute a breach or would have caused a breach had such event occurred or been known to Buyer prior to the date hereof, of any of the representations and warranties of Buyer contained in this Agreement.

5.2 Application for FCC Consent. Buyer shall diligently take, or cooperate in the taking of, all steps that are necessary, proper or desirable to expedite the prosecution of the Application to a favorable conclusion. Buyer will promptly provide Seller with copies of any pleading, order or other document served on it (or otherwise received) relating to the Application. In the event that Closing occurs prior to the FCC Consent being Final, then Buyer's obligations under this Section 5.2 shall survive the Closing until the FCC Consent becomes Final.

5.3 Consummation of Agreement. Subject to the provisions of Section 10.1 of this Agreement, Buyer shall use all reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to cause the transactions contemplated by this Agreement to be fully carried out.

5.4 Confidentiality. Any and all information, disclosures, knowledge or facts regarding Seller, the Station and their operation and properties derived from or resulting from Buyer's acts or conduct (including without limitation acts or conduct of Buyer's officers, employees, accountants, counsel, agents, consultants or representatives, or any of them) shall be held in strict confidence and shall not be divulged, disclosed or communicated to any other person, firm, corporation or entity, except for Buyer's attorneys, accountants, investment bankers, investors and lenders, and their respective attorneys for the purpose of consummating the transactions contemplated by this Agreement.

## ARTICLE 6: CONDITIONS TO THE OBLIGATIONS OF SELLER

The obligations of Seller under this Agreement are, at its option, subject to the fulfillment of the following conditions prior to or on the Closing Date. Upon the Closing, each such condition shall be deemed to have been satisfied.

### 6.1 Representations, Warranties and Covenants.

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

as of the Closing Date and is then true and correct, except to the extent changes are permitted or contemplated pursuant to this Agreement.

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

## 6.2 Proceedings.

### (a) Restraining Order or Injunction.

(i) Buyer is not subject to any restraining order or injunction (or similar action) restraining or prohibiting the consummation of the transactions contemplated hereby.

(ii) Seller is not subject to any restraining order or injunction (or similar action) restraining or prohibiting the consummation of the transactions contemplated hereby.

(b) In the event such a restraining order or injunction is in effect, this Agreement may not be terminated by Seller pursuant to this Section 6.2 prior to the Final Closing Date, but the Closing shall be delayed during such period. This Agreement may be terminated after the Final Closing Date if such restraining order or injunction remains in effect.

6.3 FCC Authorization. The FCC Consent shall have been issued in writing by the FCC and shall be in full force and effect without any conditions materially adverse to Seller notwithstanding that such FCC Consent has not yet become Final.

6.4 Deliveries. Buyer has complied with each and every one of its obligations set forth in Section 8.2.

## ARTICLE 7: CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement are, at its option, subject to the fulfillment of the following conditions prior to or on the Closing Date. Upon the Closing, each such condition shall be deemed to have been satisfied.

### 7.1 Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Seller contained in this Agreement was true and correct as of the date when made and is deemed to be made again on and as of the Closing Date and is then true and correct, except to the extent changes are permitted or contemplated pursuant to this Agreement.

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

## 7.2 Proceedings.

### (a) Restraining Order or Injunction.

(i) Buyer is not subject to any restraining order or injunction (or similar action) restraining or prohibiting the consummation of the transactions contemplated hereby.

(ii) Seller is not subject to any restraining order or injunction (or similar action) restraining or prohibiting the consummation of the transactions contemplated hereby.

(b) In the event such a restraining order or injunction is in effect, this Agreement may not be terminated by Buyer pursuant to this Section 7.2 prior to the Final Closing Date, but the Closing shall be delayed during such period. This Agreement may be terminated after the Final Closing Date if such restraining order or injunction remains in effect.

7.3 FCC Authorization. The FCC Consent shall have been issued in writing by the FCC and shall be in full force and effect without any conditions materially adverse to Buyer notwithstanding that such FCC Consent has not yet become Final.

7.4 Deliveries. Seller has complied with each and every one of its obligations set forth in Sections 8.1, respectively.

## ARTICLE 8: ITEMS TO BE DELIVERED AT THE CLOSING

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

(a) the bills of sale, certificates of title, endorsements, assignments, and other good and sufficient instruments of sale, conveyance, transfer and assignment, in form and substance satisfactory to Buyer, sufficient to sell, convey, transfer and assign the Station Assets (other than the FCC Authorizations, Owned Real Property and Leases) to Buyer free and clear of any Liens and to quiet Buyer's title thereto;

(b) the Warranty Bill of Sale, materially in the form of Exhibit B hereto;

(c) the Special Warranty Deed, materially in the form of Exhibit C hereto and all other filings and closing documents as may be necessary to properly transfer the Real Property to Buyer (including a FIRPTA certificate) and for Buyer to obtain, at its sole cost and expense, an ALTA standard form title insurance policy from First American (in a form and substance as that represented by the Title Commitment) insuring Buyer with respect to the Owned Real Property;

(d) an Assignment and Assumption Agreement, materially in the form of Exhibit D hereto transferring to Buyer the right, title and interest of Seller in the Leases;

(e) certified copies of appropriate resolutions, duly adopted, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereby;

(f) copies of all Books and Records of Seller in its possession relating to the Station Assets;

(g) a Certificate of Good Standing for Seller issued by the Illinois Secretary of State, dated not more than ten (10) days prior of the Closing Date;

(h) Certificate, dated the Closing Date, signed by Seller's President Secretary certifying that all representations and warranties contained herein are true as of the Closing and that Seller has complied with all provisions of this Agreement;

(i) a closing statement and corresponding notice to Escrow Agent; and

(j) all other documents and agreements necessary to consummate the transaction contemplated by this Agreement.

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

(a) the Purchase Price in accordance with Section 1.4;

(b) an Assignment and Assumption Agreement, materially in the form of Exhibit D hereto;

(c) certified copies of resolutions, duly adopted by the Board of Directors of Buyer, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby;

(d) a closing statement and corresponding notice to Escrow Agent;

(e) all other documents and agreements necessary to consummate the transaction contemplated by this Agreement.

## ARTICLE 9: SURVIVAL; INDEMNIFICATION

9.1 Survival. All representations, warranties, covenants and agreements contained in this Agreement, or in any certificate, agreement, or other document or instrument, delivered pursuant hereto, shall survive (and not be affected in any respect by) the Closing, any investigation conducted by any party hereto and any information which any party may receive for a period of one (1) calendar year after the Closing Date.

9.2 Basic Provision.

(a) From and after Closing, Seller ("Seller Indemnifying Party") hereby agrees to indemnify and hold harmless Buyer, the directors, officers and employees of Buyer and all persons which directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with Buyer, and their respective successors and assigns (collectively, the "Buyer Indemnities") from, against and in respect of, and to reimburse the Buyer Indemnities for, the amount of any and all Deficiencies (as defined in Section 9.3(a)) for one calendar year.

(b) From and after Closing, Buyer ("Buyer Indemnifying Party") hereby agrees to indemnify and hold harmless Seller, the directors, officers and employees of Seller, and all persons which directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with Seller, and their respective successors and assigns (collectively, the "Seller Indemnities") from, against and in respect of, and to reimburse the Seller Indemnities for, the amount of any and all Deficiencies (as defined in Section 9.3(b)) for one calendar year.

(c) All Deficiencies under Sections 9.3(a)(i) and 9.3(b)(i) shall be subject to the following limitations; each of Seller Indemnifying Party and Buyer Indemnifying Party (hereinafter, the Seller Indemnifying Party or Buyer Indemnifying Party, as the case may be, shall be referred to as the "Indemnifying Party") shall have no liability for any claim(s) of an aggregate amount less than One Hundred Thousand Dollars (\$100,000.00) (the "Minimum Loss"); after the Minimum Loss is exceeded, either Buyer Indemnities or Seller Indemnities shall be entitled to be paid the entire aggregate amount of all claims, irrespective of the Minimum Loss up to an amount equal to ten percent (10%) of the Purchase Price and neither party shall be liable to the other for any punitive or exemplary damages or any damages that are remote or speculative, except to the extent that any such damages are included in any action by a third party against such indemnified party for which it is entitled to indemnification under this Agreement, but subject to any limitations on recovery and recourse set forth in this Agreement.

### 9.3 Definition of "Deficiencies".

(a) As used in this Article 9, the term "Deficiencies" when asserted by Buyer Indemnities or arising out of a third-party claim against Buyer Indemnities shall mean any and all losses, damages, liabilities and claims sustained by the Buyer Indemnities and arising out of, based upon or resulting from:

(i) any material misrepresentation, breach of warranty, or any non-fulfillment of any representation, warranty, covenant, obligation or agreement on the part of Seller contained in or made pursuant to this Agreement;

(ii) any material error contained in any statement, report, certificate or other document or instrument delivered by Seller pursuant to this Agreement;

(iii) any material failure by Seller to pay or perform any obligation relating to the Station prior to the Closing Date that is not expressly assumed by Buyer pursuant to the provisions of this Agreement;



(iv) any material litigation, proceeding or claim by any third party relating to the business or operations of the Station prior to the Closing Date no matter when brought or made;

(v) any severance pay or other payment required to be paid with respect to any employee of the Station;

(vi) all material claims made by creditors with respect to non-compliance with any bulk sales law; and

(vii) any and all material acts, suits, proceedings, demands, assessments and judgments, and all fees, costs and expenses of any kind, related or incident to any of the foregoing (including, without limitation, any and all Legal Expenses (as defined in Section 9.5 below)).

(b) As used in this Article 9, the term “Deficiencies” when asserted by Seller Indemnities or arising out of a third-party claim against Seller Indemnities shall mean any and all losses, damages, liabilities and claims sustained by the Seller Indemnities and arising out of, based upon or resulting from:

(i) any material misrepresentation, breach of warranty, or any non-fulfillment of any representation, warranty, covenant, obligation or agreement on the part of Buyer contained in or made pursuant to this Agreement;

(ii) any material error contained in any statement, report, certificate or other document or instrument delivered by Buyer pursuant to this Agreement;

(iii) any material failure by Buyer to pay or perform any obligation or liability relating to the Station on or after the Closing Date that is expressly assumed by Buyer pursuant to the provisions of this Agreement;

(iv) any material litigation, proceeding or claim by any third party to the extent relating to the business or operations of the Station after the Closing Date; and

(v) any and all material acts, suits, proceedings, demands, assessments and judgments, and all fees, costs and expenses of any kind, related or incident to any of the foregoing (including, without limitation, any and all Legal Expenses (as defined in Section 9.5 below)).

#### 9.4 Procedures.

(a) In the event that any claim shall be asserted by any third party against the Buyer Indemnities or Seller Indemnities (hereinafter, the Buyer Indemnities or Seller Indemnities, as the case may be, shall be referred to as the “Indemnities”) that, if sustained, would result in a Deficiency, then the Indemnities, as promptly as practicable after learning of such claim, shall

notify the Indemnifying Party of such claim, and shall extend to the Indemnifying Party a reasonable opportunity to defend against such claim, at the Indemnifying Party's sole expense and through legal counsel reasonably acceptable to the Indemnities, provided that the Indemnifying Party proceeds in good faith, expeditiously and diligently. The Indemnities shall, at their option and expense, have the right to participate in any defense undertaken by the Indemnifying Party with legal counsel of their own selection. No settlement or compromise of any claim which may result in a Deficiency may be made by the Indemnifying Party without the prior written consent of the Indemnities unless: (A) prior to such settlement or compromise the Indemnifying Party acknowledges in writing its obligation to pay in full the amount of the settlement or compromise and all associated expenses; and (B) the Indemnities are furnished with a full release.

(b) In the event that the Indemnities assert the existence of any Deficiency against the Indemnifying Party, they shall give written notice to the Indemnifying Party of the nature and amount of the Deficiency asserted. If the Indemnifying Party within a period of thirty (30) days after the giving of the Indemnities' notice, shall not give written notice to the Indemnities announcing its intent to contest such assertion of the Indemnities (such notice by the Indemnifying Party being hereinafter referred to as the "Contest Notice"), such assertion of the Indemnities shall be deemed accepted and the amount of the Deficiency shall be deemed established. In the event, however, that a Contest Notice is given to the Indemnities within said 30-day period, then the contested assertion of a Deficiency shall be settled by binding arbitration to be held in Washington, DC in accordance with the Commercial Rules of the American Arbitration Association then existing. The determination of the arbitrator shall be delivered in writing to the Indemnifying Party and the Indemnities and shall be final, binding and conclusive upon all of the parties hereto, and the amount of the Deficiency, if any, determined to exist, shall be deemed established.

(c) The Indemnities and the Indemnifying Party may agree in writing, at any time, as to the existence and amount of a Deficiency, and, upon the execution of such agreement such Deficiency shall be deemed established. Neither Seller nor Buyer may claim a Deficiency more than twelve (12) calendar months after the Closing Date.

9.5 Legal Expenses. As used in this Article 9, the term "Legal Expenses" shall mean any and all fees (whether of attorneys, accountants or other professionals), costs and expenses of any kind reasonably incurred by any person identified herein and its counsel in investigating, preparing for, defending against, or providing evidence, producing documents or taking other action with respect to any threatened or asserted claim.

## ARTICLE 10: MISCELLANEOUS

10.1 Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time before the Closing:

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

(b) By Buyer, if all the conditions set forth in Article 7 of this Agreement shall not have been satisfied or waived on or before the date two hundred forty (240) days after the date of

this Agreement (the “Final Closing Date”), unless such satisfaction has been frustrated or made impossible by any act or failure to act of Buyer;

(c) By Seller, if all the conditions set forth in Article 6 of this Agreement shall not have been satisfied or waived on or before the Final Closing Date, unless such satisfaction has been frustrated or made impossible by any act or failure to act of Seller;

(d) By either Buyer, on the one hand, or Seller, on the other, if Buyer, in the case of Seller, or Seller, in the case of Buyer, fails to comply in any material respect with any of its covenants or agreements contained herein or in any document delivered in connection herewith, or breaches any of its representations and warranties in any material way, and such breaching party fails to cure such breach within twenty (20) days after written notice from the non-breaching party; or

(e) By Buyer or Seller if the FCC, any other governmental authority or a court of competent jurisdiction shall have issued an order, decree or ruling or taken any other action (which order, decree or ruling the parties hereto shall use their commercially reasonable efforts to lift), which permanently restrains, enjoins or otherwise prohibits the transactions contemplated by this Agreement. Notwithstanding the above, no party may terminate this Agreement pursuant to Section 10.1(b), (c) or (d) above if such party is then in breach of any material representation, warranty or covenant of such party contained in this Agreement. Seller, as its sole remedy, shall immediately have the right to the Escrow Deposit, and all interest on it as liquidated damages, in the event of a termination under Section 10.1(c) but specifically excluding any termination of this Agreement by Seller solely as a result of Section 6.2(a)(ii). The parties acknowledge and agree that payment of the Escrow Deposit upon such breach shall constitute payment of liquidated damages and is not a penalty and that the Escrow Deposit is a reasonable amount for liquidated damages in light of the substantial but indeterminate harm anticipated to be caused by material breach or default under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transactions to be consummated hereunder. Buyer shall immediately have the right to the Escrow Deposit, and all interest on it, in the event of any termination under Section 10.1(a), (b), (d) or (e) but as to Section 10.1(b) or this subsection (e), specifically excluding any termination of this Agreement by Buyer solely as a result of Section 7.2(a)(i) or its equivalent under this subsection (e).

10.2 Specific Performance. Seller agrees that the Station Assets include unique property that cannot be readily obtained on the open market and that the Buyer will be irreparably injured if this Agreement is not specifically enforced. Therefore, Buyer shall have the right to specifically enforce Seller’s performance under this Agreement, and Seller agrees to waive the defense in any such suit that Buyer has an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy.

10.3 Governing Law; Venue; Remedies. The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, exclusive of those relating to conflicts of laws. Any action at law, suit in equity or judicial proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, or any provision hereof, shall be litigated only in the courts of the State of Illinois.

The parties hereby consent to the personal and subject matter jurisdiction of such courts and waive any right to transfer or change the venue of any litigation between them. Should any party breach this Agreement, in addition to all other remedies available at law or in equity, such party shall pay all of the other party's costs and expenses resulting therefrom and/or incurred in enforcing this Agreement, including reasonable legal fees.

10.4 Expenses. Each party hereto shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including without limitation, accounting and legal fees incurred in connection herewith; provided, however, that: (i) subject to Section 4.4, Seller and Buyer shall split the cost of all FCC filing fees related to the Application, including prompt reimbursement by Buyer to Seller of Buyer's portion of such FCC filing fees, as necessary; and (ii) Seller and Buyer shall pro rate at the Closing, as of the Closing Date, the FCC annual regulatory fees for the FCC Authorizations payable in 2019. Seller shall have paid the 2018 annual regulatory fees prior to the Closing. Buyer as a noncommercial educational entity, does not pay regulatory fees. In the event that the FCC has not released and finalized the 2019 FCC annual regulatory fees by the Closing, then Buyer and Seller shall assume that those fees will be equal to the FCC annual regulatory fees for 2018 and Seller shall pay its pro rata share of those FCC annual regulatory fees to Buyer at the Closing on that basis and Buyer shall transmit the regulatory fees to the FCC and Buyer shall fully indemnify Seller, and hold Seller harmless, for all FCC annual regulatory fees attributable to the Station on or after the Closing.

10.5 Entire Agreement; Amendment; No Waiver. This Agreement contains the entire agreement and understanding by and between the parties, and no other representations, promises, agreements, or understanding, written or oral, not contained herein shall be of any force or effect, including the written understanding (term sheet) between the parties, the terms of which are superseded and replaced by this Agreement. This Agreement may only be amended in writing, and any alleged oral modification hereof is to be construed as unintended to do so. No failure or delay in exercising any right hereunder shall be deemed or construed to be a waiver of such right, either prospectively or in the particular instance. The remedies provided in this Agreement shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other party hereto. This Agreement has been prepared by all of the parties hereto, and no inference of ambiguity against the drafter of a document therefore applies against any party hereto.

10.6 Public Announcements.

(a) Prior to the Closing Date, no party shall, without the approval of the other party hereto, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except (i) to announce it has been entered into, and (ii) as and to the extent that such party shall be so obligated by law, in which case such party shall give advance notice to the other party and the parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.

(b) Notwithstanding the foregoing, the parties acknowledge that the rules and regulations of the FCC require that local public notice of the transactions contemplated by this Agreement be made after the Application has been filed with the FCC and that a copy of this

Agreement be included as a material part of the Application, which will be available for public inspection at the Station and in the FCC's records. The form and substance of the required public notice, to the extent not dictated the rules and regulations of the FCC, shall be mutually agreed upon by Seller and Buyer.

10.7 Broadcast Transmission Interruption. If before the Closing the regular broadcast transmission of the Station in the normal and usual manner is interrupted for a period of forty-eight (48) consecutive hours or more, Seller shall give the prompt written notice thereof to Buyer. Unless that loss of broadcast transmission is caused by the failure to deliver power by Seller's electric utility, Acts of God, or other reasons not subject to Seller's control, Buyer shall then have the right, by giving written notice to Seller, to postpone (and if necessary re-postpone) the Closing to a date that is five (5) days after the end of any such interruption.

10.8 Risk of Loss. The risk of loss, damage or destruction to any of the Station Assets shall be borne by Seller at all times up to the Closing, and it shall be the responsibility of Seller to repair or cause to be repaired and to restore the property to its condition prior to any such loss, damage, or destruction. In the event of any such loss, damage, or destruction, the proceeds of any claim for any loss, payable under any insurance policy with respect thereto, shall be used to repair, replace, or restore any such property to its former condition, subject to the conditions stated below. In the event of any loss or damage to any of the Station Assets, Seller shall promptly notify Buyer thereof. Such notice shall specify with particularity the loss or damage incurred, the cause thereof (if known or reasonably ascertainable), and the insurance coverage (if known or reasonably ascertainable). In the event that the property is not completely repaired, replaced or restored on or before the scheduled Closing Date, Buyer at its option: (a) may elect to postpone Closing until such time as the property has been completely repaired, replaced or restored (and, if necessary, Seller shall join Buyer in requesting from the FCC any extensions of time in which to consummate the Closing that may be required in order to complete such repairs); or (b) may elect to consummate the Closing and accept the property in its then condition, in which event Seller shall pay to Buyer all proceeds of insurance and assign to Buyer the right to any unpaid proceeds; or (c) terminate this Agreement. The risk of loss, damage or destruction to any of the Station Assets shall be borne by Buyer at all times on or after the Closing Date.

10.9 Successors and Assigns. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective representatives, successors and assigns. Seller may not assign this Agreement or any part hereof without the prior written consent of Buyer, which shall not be withheld unreasonably, and any attempted assignment without such consent shall be void. Buyer may not assign this Agreement or any part hereof without the prior written consent of Seller, which shall not be withheld unreasonably. No assignment of this Agreement may be effective unless the assignee shall enter into a written agreement accepting joint and several liability for all obligations under this Agreement.

10.10 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of service if served personally on the party to whom notice is to be given; (b) on the date of service if by confirmed e-mail; (c) on the next Business Day after delivery to Federal Express or similar

overnight courier; or (d) on the third Business Day after mailing by first class mail, registered or certified, postage prepaid, to the party as follows:

If to Seller:

WDEK, Inc.,  
2401 N. Halsted Street, Suite 200  
Chicago, IL 60614  
Attention: Catherine E. Danz  
E-mail: [cdanz@newsweb.com](mailto:cdanz@newsweb.com)

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

Holland & Knight  
800 17th Street N.W.  
Suite 1100  
Washington, DC 20036  
Attention: Charles Naftalin  
E-mail: [Charles.Naftalin@hkclaw.com](mailto:Charles.Naftalin@hkclaw.com)

If to Buyer:

Educational Media Foundation  
5700 West Oaks Boulevard  
Rocklin, CA 95765  
Attention: Scott Fera  
E-mail: [SFera@kloveair1.com](mailto:SFera@kloveair1.com)

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

Wilkinson Barker Knauer LLP  
1800 M Street, NW  
Suite 800N  
Washington, DC 20036  
Attention: Paige Fronabarger  
E-mail: [PFronabarger@wbklaw.com](mailto:PFronabarger@wbklaw.com)

Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section 10.10 providing for the giving of notice.

10.11 Further Assurances. From time to time prior to, on and after the Closing Date, each party hereto will execute all such instruments and take all such actions as any other party shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose hereof and all transactions contemplated by this Agreement, including without limitation the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered on the Closing Date, and any and all actions which may reasonably be necessary to complete the transactions contemplated hereby. The parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

10.12 Severability. If any term or provision of this Agreement is declared to be invalid or unenforceable by a court of competent jurisdiction or other applicable authority, the remaining

terms and provisions hereof shall not be affected and shall remain in full force and effect and to such extent are severable; provided, however, neither party shall have any obligation to consummate the Agreement if it is adversely affected by such court declaration in any material respect.

10.13 Time of the Essence. Time is of the essence of this Agreement and of each and every provision hereof.


10.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Signatures on execution pages of this Agreement and other documents referred to herein which are sent to the other party by facsimile or by email of scanned copies shall be binding as evidence of such signatory party's agreement to and acceptance of the terms hereof and thereof.

[SIGNATURE PAGE FOLLOWS]

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

BUYER:

EDUCATIONAL MEDIA FOUNDATION

By:   
Name: Janet Cherry  
Title: Chief Operating Officer

SELLER:

WDEK, INC.

By: \_\_\_\_\_  
Name: Catherine E. Danz  
Title: President



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

BUYER:

EDUCATIONAL MEDIA FOUNDATION

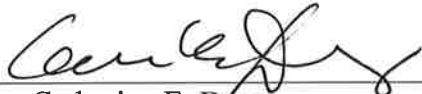
By: \_\_\_\_\_

Name:

Title:

SELLER:

WDEK, INC.

By:  \_\_\_\_\_

Name: Catherine E. Danz

Title: President