

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of January _____, 2020, by and between BIG RIVER PUBLIC BROADCASTING CORPORATION ("Seller") and ATHABASCAN FIDDLERS ASSOCIATION, INC. ("Buyer").

WITNESSETH:

WHEREAS, Seller is the licensee of Class D FM Stations KNNA-FM, Nenana, Alaska, FCC Facility ID Number 199589, and KRLL-FM, Circle, Alaska, FCC Facility ID Number 203344 (the "Stations"), pursuant to authorizations issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, Seller desires to sell, transfer, assign, convey and deliver to Buyer, and Buyer desires to acquire from Seller, certain of the assets owned and held by Seller and used in connection with the operation of the Stations.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Sale of Assets.** On the Closing Date (as defined in Section 4), Seller agrees to sell, transfer, assign, convey and deliver to Buyer, and Buyer agrees to purchase and assume, all of the right, title and interest of Seller in and to the following assets and properties of Seller (the "Assets"), free and clear of debts, liens, and other encumbrances:

(a) all FCC licenses, permits, authorizations and applications to operate the Stations (the "FCC Authorizations") together with all licenses, permits and authorizations issued by any other governmental authority in connection with the operation of the Stations, as set forth on Schedule 1; and

(b) that certain equipment and other tangible personal property owned or held by Seller in connection with the operation of the Stations (the "Personal Property"), as set forth on Schedule 2.

2. **Purchase Price.** In consideration of the sale, transfer, assignment, conveyance and delivery of the Assets to Buyer, Buyer shall pay to Seller, at Closing (as hereinafter defined) the sum of One Thousand One Hundred Eighty Dollars (\$1,180.00) (the "Purchase Price"), to be paid in full at closing by check or other form mutually agreeable to Buyer and Seller.

3. **FCC Consent; Assignment Application.** It is specifically understood and agreed by Seller and Buyer that the assignment of the FCC Authorizations is subject to the prior consent of the FCC ("FCC Consent"). Within ten (10) days after execution of this Agreement, Seller and Buyer shall jointly file with the FCC an application for assignment of the FCC

Authorizations (the "Assignment Application") from Seller to Buyer. Seller and Buyer shall thereafter prosecute the Assignment Application with all reasonable diligence and otherwise use their best efforts to obtain the grant of the Assignment Application as expeditiously as practicable.

4. **Closing.** The closing (the "Closing") of the transactions contemplated by this Agreement shall occur on a date (the "Closing Date") mutually agreed upon by Buyer and Seller within fifty (50) days following the date on which the FCC releases Public Notice of grant of the FCC Consent. At the Closing, the parties shall deliver to each other such documents, instruments and agreements as either party shall request and as shall be reasonably necessary to consummate the transactions contemplated by this Agreement.

5. **Seller's Representations, Warranties and Other Obligations.** Seller represents and warrants, to the best of its knowledge and belief, that:

(a) Seller is a non-profit entity in the State of Alaska. Seller has the right, power and authority, and has taken all necessary action, to enter into this Agreement and to fully perform all of its obligations under this Agreement.

(b) Seller is the authorized legal holder of the FCC Authorizations and the other licenses, permits and authorizations.

(c) The FCC Authorizations are in full force and effect and have not been revoked, canceled or rescinded.

(d) Seller has good and marketable title to the Personal Property, free and clear of all liens, liabilities and encumbrances.

(e) Between the date of this Agreement and the Closing Date: (i) Seller shall operate the Stations in good faith, in the usual manner, and with due diligence to maintain the Stations and their operations and to preserve the Stations' FCC Authorizations and Assets; and (ii) Seller shall operate the Stations in compliance with all applicable laws, regulations and policies; and (iii) Seller shall not, except in the ordinary course of the Stations' business, dispose of any Assets, or enter into or modify any agreements or commitments regarding the Stations or their operation, without the prior written consent of Buyer.

(f) The Seller has complied, and is complying, with all laws applicable to the operation of the Stations. Seller has not received notice of, nor is Seller in default under or in breach or violation of, any statute, law, ordinance, decree, order, rule or regulation, or the provisions of any license or permit.

(g) At Closing, Buyer shall receive clear and unencumbered title to the Personal Property.

6. **Buyer's Representations and Warranties.** Buyer represents and warrants that Buyer is a non-profit entity in the State of Alaska, and is validly existing and in good standing. Buyer has the right, power and authority, and has taken all necessary action, to enter into this Agreement and to fully perform all of its obligations under this Agreement. The execution and performance of this Agreement do not constitute a violation, breach, or default under any law, regulation, agreement or other obligation to which Buyer is or will become subject.

7. **Conditions Precedent to Obligation to Close.**

(a) The performance of the obligations of Seller hereunder are subject to the satisfaction of each of the following express conditions precedent:

(i) Buyer shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by Buyer prior to or as of the Closing Date.

(ii) The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

(iii) The FCC Consent shall have been issued without any condition that would have a material adverse effect upon Seller.

(iv) Buyer shall have delivered to Seller on the Closing Date the Purchase Price.

(b) The performance of the obligations of Buyer hereunder are subject to the satisfaction of each of the following express conditions precedent:

(i) Seller shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by Seller prior to or as of the Closing Date.

(ii) The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

(iii) The FCC Consent shall have been issued without any condition that would have a material adverse effect upon Buyer.

(iv) Seller shall have obtained transmitter site lease arrangements that are acceptable to Seller and that allow Seller to commence operations of the Stations.

(v) The Stations shall be validly operating in accordance with their FCC Authorizations as of the Closing Date. Buyer may elect to visit and inspect the Stations' sites and Seller shall cooperate with such visits.

8. **Indemnification by Seller.** Seller shall indemnify and hold harmless Buyer against and in respect of any and all liabilities, obligations, claims, and demands arising prior to the Closing Date out of: the right to own or operate the Stations (including, but not limited to, claims related to compliance with FCC rules and regulations), any breach by Seller of this Agreement, or any inaccuracy in or breach of any representation, warranty, or covenant made by Seller herein.

9. **Indemnification by Buyer.** Buyer shall indemnify and hold harmless Seller against and in respect of any and all liabilities, obligations, claims, and demands arising after the Closing Date out of the right to own or operate the Stations (including, but not limited to, claims related to compliance with FCC rules and regulations), any breach by Buyer of this Agreement, or any inaccuracy in or breach of any representation, warranty, or covenant made by Buyer herein.

10. **Termination.**

(a) If the FCC Consent shall not have been granted within 12 months of the date hereof, either Buyer or Seller may terminate this Agreement upon written notice to the other, provided that the party seeking to terminate is not in default hereunder.

(b) Either party may terminate this Agreement if the other shall be in material breach hereof and if the said breach shall not have been cured within ten (10) days of receipt of written notice thereof by the party seeking to terminate, provided, however, that if any such breach is not reasonably susceptible of being cured within ten (10) days, then the party in breach shall have undertaken to cure the breach with all reasonable diligence and shall have cured the breach as promptly as is reasonably practicable.

(c) Either party may terminate this Agreement if, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of the terminating Party set forth in this Agreement have not been satisfied.

(d) Either party may terminate this Agreement if there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by terminating Party, that would prevent or make unlawful the Closing.

11. **Miscellaneous.**

(a) Each party shall, from time to time at the request of, and without further cost or expense to the other, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

(b) No party shall assign or attempt to assign any of the rights or obligations under this Agreement without the prior written consent of the other party hereto.

(c) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their heirs, successors, executors, legal representatives and permitted assigns.

(d) The parties recognize the uniqueness of the Stations and the assets, authorizations, and attributes that are associated with its operations, and for that reason agree that Buyer shall have the right to specific performance of this Agreement upon default of Seller.

(e) The construction and performance of this Agreement shall be governed by the laws of the State of Alaska, without regard to its conflict of law provisions.

(f) This Agreement embodies the entire agreement and understanding of the parties hereto relating to the matter provided for herein, and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

(g) No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension or discharge is sought.

(h) The representations, ~~covenants~~, and warranties herein shall survive the Closing Date for a period of twelve months.

(i) The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

12. **Notices.** All notices and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, including U.S. Postal Service Express Mail, or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Seller, to:

Big River Public Broadcasting Corporation
Box 165
Galena, AK 99741
Tel: 907-656-1488
Email:

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

If to Buyer, to:

Athabaskan Fiddlers Association, Inc.
1870 Alaska Way
Fairbanks, AK 99709
Attn: Delores Ann Fears
Tel: 907-388-5651
Email: ann@krff891.com

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

Barry S. Persh, Esq.
Gray Miller Persh LLP
2233 Wisconsin Avenue, NW
Washington, DC 20007
Tel: 202-776-2458
Email: bpersh@graymillerpersh.com

13. **Counterparts.** This Agreement may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be signed and exchanged by facsimile or email (PDF) transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

Signature Page to Asset Purchase Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Seller:

**BIG RIVER PUBLIC BROADCASTING
CORPORATION**

By: *Russ L. Sweetser*

Print Name: *RUSS L. SWEETSER*
Title: President

Buyer:

ATHABASCAN FIDDLERS ASSOCIATION, INC.

By: *DeLores A Fears*

Print Name: *DELORES A FEARS*
Title: *General Manager*

SCHEDULE 1

FCC Authorizations

<u>Call Sign</u>	<u>Facility ID Number</u>	<u>Community of License</u>	<u>File Number</u>	<u>Expiration Date</u>
KNNA-FM	199589	Nenana, AK	BLED-20180518AAA	02/01/2022
KRLL-FM	203344	Circle, AK	BLED-20190208AAU	02/01/2022

SCHEDULE 2

List of Equipment and Personal Property to be Transferred

KNNA-FM:

BW Broadcast TX50 transmitter
HughesNet modem, dish and two LMB units
Barix box

KRLL-FM:

BW Broadcast TX50 transmitter
Barix box
Scientific Atlanta satellite receiver