

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of July 21, 2015 (this "*Agreement*"), is by and between POSITIVE ALTERNATIVE RADIO, INC., a North Carolina non-profit corporation ("*Seller*"), and SAGA COMMUNICATIONS OF CHARLOTTESVILLE, LLC, a Delaware limited liability company ("*Buyer*").

### WITNESSETH:

WHEREAS, Seller is the licensee of FM translator station W256BY, Charlottesville, Virginia (Channel 256, 99.1 MHz, FCC Facility ID Number 18875) (the "*Station*"), pursuant to authorizations (the "*FCC Authorizations*") issued by the Federal Communications Commission (the "*FCC*");

WHEREAS, Seller has consented to the filing by Buyer of a contingent modification application at the FCC for a construction permit to change the power and frequency of the Station's transmission facilities and to rebroadcast another station owned by Buyer (the "*Contingent CP Application*"); and

WHEREAS, on the terms and conditions described herein, Seller desires to sell and Buyer desires to acquire the Station's license and certain assets owned by Seller and used or useful in connection with the operation of the Station.

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

1. **Sale of Assets.** On the Closing Date, Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase and assume from Seller, the following assets (the "*Assets*"), free and clear of all liens, liabilities and encumbrances of every kind and nature except as to any obligation or liability of Seller that Buyer may expressly agree in writing to assume: (a) the FCC Authorizations; (b) the tangible assets listed on Schedule 1(a); (b) the FCC Authorizations used in connection with the Station's operations; and (c) Seller's engineering data and other intangible personal property used or held for use exclusively in the construction and operation of Station. Buyer is assuming no other liability or obligations of Seller.

2. **Consideration.**

(a) The Purchase Price for the Station shall be One Hundred Fifty Thousand Dollars (\$150,000.00). Upon the execution of this Agreement, Buyer shall deposit in escrow with Cary S. Tepper, Esq., as Escrow Agent, pursuant to the Escrow Agreement attached as *Schedule 2* (the "*Escrow Agreement*") the sum of Fifteen Thousand Dollars (\$15,000.00) ("*Escrow Deposit*"). The Escrow Deposit shall be paid to Seller or Buyer as provided in the Escrow Agreement. Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, on the Closing Date, Buyer shall pay the additional aggregate sum of One Hundred Thirty Five Thousand Dollars (\$135,000.00) (the "*Final Purchase Price*")

(b) Seller shall not be responsible for any costs or fees involved in the Contingent CP Application, and Closing shall not be contingent on grant of the Contingent CP Application.

**3. FCC Consent; Assignment Application, Modification Agreement.**

(a) Within five (5) business days of the date hereof, Buyer and Seller shall execute and file an electronic application seeking the consent of the FCC (the "FCC Consent") to the assignment, from Seller to Buyer, of all FCC Authorizations pertaining to the Station (the "Assignment Application"). Buyer shall pay all fees due to the FCC or any other governmental entities in connection with the Assignment Application.

(b) Upon the filing of the Assignment Application and prior to the Closing, Seller agrees that Buyer may, pursuant to Title 47 CFR Section 73.3517, file and prosecute the Contingent CP Application. Concurrent with the execution of this Agreement, Seller shall execute and deliver to Buyer Seller's written permission for Buyer to file the Contingent CP Application in the form of Schedule 3.

**4. Closing Date; Closing Place.** The Closing shall be held on a date that is within ten (10) days following the date that the FCC Consent to the Assignment Application has become a "Final Order", *i.e.* no longer subject to administrative or judicial review, reconsideration or appeal. The Closing shall be held by mail, facsimile, or electronic mail, as the parties may agree. As of the Closing Date, all taxes and assessments, utility bills, prepaid expenses and all other ongoing costs of normal operations of the Station customarily prorated in the broadcasting industry shall be prorated as of the Closing Date, and the Purchase Price shall be adjusted as necessary.

**5. Representations and Warranties of Seller.** Seller hereby makes the following representations and warranties to Buyer:

(a) Seller is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina, qualified to do business in Virginia. Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The entry into and performance of this Agreement does not violate any contract, agreement, judgment, writ, injunction or other legal obligation of Seller. Seller knows of no reason this transaction cannot be performed and consummated in the manner set out herein.

(b) The FCC Authorizations constitute all material licenses, permits and governmental authorizations and approvals necessary for the operation of Station. Seller will assign the FCC Authorizations and the other Assets to Buyer "as is, where is" without any representation or warranty as to their suitability, usability or non-interference with other broadcast facilities, or any warranty as to the future performance or reliability of the Station or the Assets. There is not now and on the Closing Date, there will not be pending or threatened, any proceeding (judicial, administrative or otherwise) that would reasonably be expected to lead to the revocation, cancellation, rescission, adverse modification or refusal to renew any of the FCC Authorizations (each a "Proceeding"). Seller is operating, and will continue to operate, the

Station in all material respects in accordance with the FCC Authorizations, and all rules and regulations and policies of the FCC.

(c) There are no third party consents necessary to effectuate the Closing, other than as expressly provided for herein.

6. **Representations and Warranties of Buyer.** Buyer hereby makes the following representation and warranty to Seller: Buyer is a Delaware limited liability company qualified to be an FCC licensee and to hold the FCC Authorizations.

7. **Covenants.** Seller covenants with Buyer that, between the date hereof and the Closing Date, Seller shall act in accordance with the following:

(a) Seller shall take all actions necessary to keep the FCC Authorizations valid and in full force and effect.

(b) Seller and Buyer shall prosecute the Assignment Application with commercially reasonable diligence, and shall otherwise cooperate with Buyer in achieving the goals of this Agreement, including, if necessary, by filing a request to extend the deadline for consummation of this Agreement.

(c) Seller shall consent to the filing of the Contingent CP Application and shall cooperate with Buyer with the prosecution of the Contingent CP Application with commercially reasonable diligence, and shall otherwise cooperate with Buyer in obtaining FCC approval thereof.

8. **Conditions Precedent to Obligation to Close.**

(a) The performance of the obligations of the parties hereunder is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by opposing party:

(i) Buyer and Seller 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 and Seller prior to or as of the Closing Date;

(ii) The FCC Consent to the Assignment Application shall have been granted.

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

(i) Buyer shall stand ready to deliver to Seller the documents required to be delivered pursuant to this Agreement.

(ii) The consent by Buyer's Board of Directors shall have been obtained.

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

(i) Seller shall stand ready to deliver to Buyer the documents required to be delivered pursuant to this Agreement;

(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 Authorizations shall be in full force and effect and there shall be no Proceedings pending;

(iv) There shall not be any liens on the Assets; and

(v) The FCC Consent to the Assignment Application shall have been granted and, at the option of Buyer in the event of any objection to the Assignment Application, it shall have become a Final Order.

**9. Closing Deliveries.**

(a) At the Closing, Seller will deliver to Buyer the following, each of which shall be in form and substance reasonably satisfactory to Buyer and its counsel:

(i) A Bill of Sale covering the Assets conveyed to Buyer; and

(ii) An Assignment and Assumption of the Station's FCC Authorizations;

(b) At the Closing, Buyer will deliver to Seller:

(i) The Purchase Price; and

(ii) An Assignment and Assumption of the Station's FCC Authorizations.

(c) At the Closing or the termination of this Agreement, the Escrow Agent will deliver the Escrow Deposit to Seller or Buyer, as provided in the Escrow Agreement.

(d) Immediately subsequent to the Closing, and upon Seller's receipt of the full consideration due under this Agreement, Seller shall deliver evidence of the filing of the Notice of Consummation with the FCC.

(e) Buyer and Seller shall also deliver such other documents at Closing as reasonably requested by the other to more fully effect or evidence the transactions contemplated by this Agreement.

**10. General Indemnification.**

(a) Seller on the one hand, and Buyer on the other hand, shall indemnify, defend and hold harmless each other and any employee, representative, agent, director, officer, affiliate or permitted assign of each other (each, an “Indemnified Party”) from and against any and all claims, claims, actions, suits, proceedings, liabilities, obligations, losses and damages, amounts paid in settlement, diminution of value, interest, costs and expenses (including reasonable attorneys’ fees, court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) (collectively, “Losses”) asserted against, incurred or suffered by any Indemnified Party as a result of, arising out of, or relating to: (i) the failure of any representation or warranty of the Indemnifying Party made in the Agreement to have been true and correct when made or as of the Closing Date as though such representation or warranty were made at and as of the Closing Date; or (ii) the breach by the Indemnifying Party of any covenant or agreement of such Party contained in this Agreement or any collateral agreement to the extent not waived by the other Party hereto.

(b) Seller further agrees to indemnify and hold harmless Buyer and any other Indemnified Party of Buyer from and against any Losses asserted against, incurred or suffered by Buyer or any other Indemnified Party of Buyer arising out of, resulting from, or relating to the operation of W256BY and ownership of the W256BY Assets prior to the Closing.

(c) Buyer further agrees to indemnify and hold harmless Seller and any other Indemnified Party of Seller from and against any Losses asserted against, incurred or suffered by Seller or any other Indemnified Party of Seller arising out of, resulting from, or relating to the operation of W256BY after the Closing.

#### **11. General Procedures for Indemnification.**

(a) The Indemnified Party seeking indemnification under this Agreement shall promptly notify in writing the Party or Parties against whom indemnification is sought (the “Indemnifying Party”) of the assertion and basis of any claim, or the commencement and basis of any action, suit or proceeding by any third party in respect of which indemnity may be sought hereunder (a “Third Party Claim”) and will give the Indemnifying Party such information with respect thereto as the Indemnifying Party may reasonably request, but failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (unless the Indemnifying Party has suffered material prejudice by such failure). The Indemnifying Party shall have the right, but not the obligation, exercisable by written notice to the Indemnified Party within thirty (30) days of receipt of notice from the Indemnified Party of the commencement of a Third Party Claim, to assume the defense and control the settlement of such Third Party Claim that involves (and continues to involve) solely money damages. Failure by the Indemnifying Party to so notify the Indemnified Party shall be deemed a waiver by the Indemnifying Party of its right to assume the defense of such claim.

(b) Whether or not the Indemnifying Party chooses to defend or prosecute any Third Party Claim, the Parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

(c) The Indemnifying Party or the Indemnified Party, as the case may be, shall have the right to participate in (but not control), at its own expense, the defense of any Third Party Claim that the other is defending, as provided in this Agreement.

(d) The Indemnifying Party, if it has assumed the defense of any Third Party Claim as provided in this Agreement, shall not consent to, or enter into, any compromise or settlement of, or consent to the entry of any judgment arising from, any such Third Party Claim (which compromise, settlement, or judgment: (i) commits the Indemnified Party to take, or to forbear to take, any action; or (ii) does not provide for a complete release by such Third Party of the Indemnified Party) without the Indemnified Party's prior written consent. If the conditions set forth herein are met but the Indemnified Party refused to settle any Third Party Claim, the Indemnifying Party may tender the settlement amount and be relieved of further liability.

(e) The Indemnifying Party shall not be entitled to require that any action be brought against any other person before action is brought against it hereunder by the Indemnified Party, but shall be subrogated to any right of action to the extent that it has paid or successfully defended against any Third Party Claim.

**12. Termination.** This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in breach of any of its material obligations under this Agreement, upon written notice to the other of any of the following: (i) if, on or prior to the Closing Date, the other party breaches any of its material obligations contained herein, not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the non-breaching party; (ii) if the Assignment Application is dismissed or denied by the FCC and such dismissal or denial shall have become a Final Order. Buyer shall have the right to terminate this Agreement, at any time after the first anniversary of the execution of this Agreement, if the Assignment Application has not been granted within twelve (12) months after the Assignment Application is filed with the FCC, in which case, Escrow Agent shall refund the Escrow Deposit to Buyer as provided in the Escrow Agreement.

**13. Notices.** All notices, elections and other communications permitted or required under this Agreement shall be in writing and addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Seller, to:

**POSITIVE ALTERNATIVE RADIO, INC.**

P. O. Box 889  
Blacksburg, VA 24063  
Attention: Edward A. Baker  
Facsimile: (540) 951-5282  
Email: [eddie@spiritfm.com](mailto:eddie@spiritfm.com)

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

Tepper Law Firm, LLC  
4900 Auburn Avenue  
Suite 100  
Bethesda, Maryland 20814-2632  
Attention: Cary S. Tepper, Esq.  
(301) 718-1818  
Email: [tepperlaw@aol.com](mailto:tepperlaw@aol.com)

If to Buyer, to:

**SAGA COMMUNICATIONS OF CHARLOTTESVILLE, LLC.**

73 Kercheval Avenue  
Grosse Pointe Farms, MI 48236  
Attention: Mr. Samuel D. Bush  
Facsimile: (313) 886-7150  
Email: [sdbush@sagacom.com](mailto:sdbush@sagacom.com)

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

Smithwick & Belendiuk, P.C.  
5028 Wisconsin Avenue, NW, Suite 301  
Washington, DC 20016  
Attention: Gary S. Smithwick, Esq.  
Facsimile: (202) 363-4266  
Email: [gsmithwick@fccworld.com](mailto:gsmithwick@fccworld.com)

If to Escrow Agent, as provided in the Escrow Agreement.

**14. Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Virginia, without giving effect to the choice of law principles thereof.

**15. Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. This agreement may be signed and delivered by electronic means, and the parties agree that such delivery shall have the same effect as physical delivery of original signatures.

16. **Expenses.** Except as otherwise set forth in this Section, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement.

17. **Remedies.** Seller recognizes that the assets to be conveyed hereunder are unique, and there is no adequate remedy at law should Seller breach this agreement. Thus, Seller agrees that specific performance is an appropriate remedy should it breach this agreement, and waives any defense that there is an adequate remedy at law, and any claim that there should be a bond or any other security posted in connection with such remedy. In the event of a termination of this Agreement by Seller due to the uncured breach by Buyer of a material obligation under this Agreement, as provided in the Escrow Agreement, the Escrow Deposit and any earnings therefrom shall be paid to Seller as liquidated damages and as Seller's sole remedy for any such breach by Buyer.

18. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party.

19. **Risk of Loss.** The risk of loss to any of the Assets on or prior to the Closing Date shall be upon Seller. Seller shall use all commercially reasonable efforts to repair or replace any damaged or lost Assets, provided, however, that in the event that such repair or replacement has not occurred as of the date otherwise scheduled for Closing, Buyer may, at its option, either (i) postpone Closing for a period of up to sixty (60) days while Seller repairs or replaces such Assets, or (ii) elect to close with the Assets in their current condition, in which case Seller shall assign all proceeds from insurance on such lost or damaged Assets to Buyer, and Buyer shall have the responsibility to repair or replace the Assets, or (iii) terminate this Agreement without penalty on written notice to Seller.

20. **Neutral Construction.** Buyer and Seller agree that this Agreement was negotiated at arm's-length and that the final terms hereof are the product of the parties' negotiations. This Agreement shall be deemed to have been jointly and equally drafted by Buyer and Seller, and the provisions hereof should not be construed against a party on the grounds that the party drafted or was more responsible for drafting the provision.

21. **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or any other provisions hereof, unless such a construction would unreasonably deprive a party of its intended benefits hereunder or impose significant additional burdens on a party.

22. **Section 73.1150 Statement:** Both the Seller and Buyer agree that the Seller has retained no rights of reversion of the W256BY License, no right to the reassignment of the permit in the future, and has not reserved the right to use the facilities of W56BY in the future for any reason whatsoever.

23. **Expiration of Representations and Warranties.** The representations and warranties of Seller and Buyer contained herein shall expire one (1) year after the Closing.

**Entire Agreement.** This Agreement, and the exhibits attached hereto, including the Escrow Agreement, supersede all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the day and year first above written.

**Seller:**

**POSITIVE ALTERNATIVE RADIO, INC.**



By: Eddie Baker  
Its: President

**Buyer:**

**SAGA COMMUNICATIONS OF  
CHARLOTTESVILLE, LLC.**

By: Samuel D. Bush  
Its: Treasurer

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the day and year first above written.

**Seller:**

**POSITIVE ALTERNATIVE RADIO, INC.**

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By: Eddie Baker  
Its: President

**Buyer:**

**SAGA COMMUNICATIONS OF  
CHARLOTTESVILLE, LLC.**



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By: Samuel D. Bush  
Its: Treasurer

**Schedule 1(a)**

Tangible Assets

- (1) STL Receive antenna for 99.1's 950 MHz link, ½" coax
- (1) Kathrein-Scala HDCA-5 transmit antenna for 99.1, ½" coax
- (1) Receive filter for 950 Mhz STL receive
- (1) Pre-amp for 950 MHZ STL receive
- (1) Crown FM30 Exciter
- (1) Modulation Sciences CP-803
- (1) Marti STL-R STL Receiver

**Schedule 2**

Escrow Agreement

## **ESCROW AGREEMENT**

THIS ESCROW AGREEMENT has been made and entered into as of the 21st day of July, 2015 by and between Saga Communications of Charlottesville, LLC ("Saga"), Positive Alternative Radio, Inc. ("PAR"), and Cary S. Tepper, Esquire ("Escrow Agent").

### **WITNESSETH**

WHEREAS, Saga and PAR have entered into that certain Asset Purchase Agreement dated July 21, 2015 whereby PAR proposes the sale and assignment of FM Translator Station W256BY at Charlottesville, Virginia to Saga, subject to the approval of the Federal Communications Commission ("FCC"), in consideration for the payment by Saga to PAR of One Hundred Fifty Thousand Dollars (\$150,000.00) subject to any necessary and relevant adjustments at Closing; and,

WHEREAS, Saga and PAR desire the Escrow Agent to hold and the Escrow Agent is willing to hold certain deposit monies in escrow pursuant to the terms of this Agreement, and,

WHEREAS, Saga and PAR will soon jointly file the requisite FCC Assignment Application seeking formal approval of this proposed sale and assignment transaction.

NOW, THEREFORE, in consideration of the material covenants contained herein, the parties, intending to be legally bound, agree as follows:

1. **ESCROW DEPOSIT.** By his signature below, the Escrow Agent acknowledges receipt from Saga of an escrow deposit in the form of a bank check or wire transfer in the amount of Fifteen Thousand Dollars (\$ 15,000.00) (the "Escrow Deposit"). The Escrow Deposit shall be deposited in EagleBank (Bethesda, Maryland branch), which is a member of the Federal Deposit Insurance Corporation ("FDIC"). The Escrow Deposit constitutes a down payment on the total monetary consideration that will be paid by Saga to PAR once the FCC approves the Assignment Application and the parties subsequently proceed to Closing. The Escrow Deposit shall be held and released by the Escrow Agent in accordance with the terms of this Escrow Agreement. Any interest earned on the Escrow Deposit shall be released to Saga. Should EagleBank assess a fee on the receipt of the wire transfer and ultimate release of the funds in the future, Saga shall pay for those fees.

2. **RELEASE FROM ESCROW.** The Escrow Agent shall release the Escrow Deposit only upon receipt of (i) joint written instructions executed by each of Saga and PAR once the FCC approves the Assignment Application, issues notice of the same and the parties proceed to Closing; (ii) joint written instructions executed by each of Saga and PAR should the parties mutually agree to terminate the purchase and assignment transaction;

or (iii) a final order of an arbitration panel selected by Saga and PAR (if Saga and PAR otherwise agree to arbitration) or of a court of competent jurisdiction should a dispute arise concerning this proposed assignment and purchase transaction and the Escrow Deposit. An order shall be deemed to be a "final order" when, by lapse of time or otherwise, it is no longer subject to review, reconsideration, appeal or stay. The Escrow Agent shall in no event be required to resolve any controversy concerning the Escrow Deposit or take any action concerning any such controversy. Upon termination of the escrow provided for herein, Saga and PAR agree to execute and deliver to the Escrow Agent such further documents as it may reasonably request to evidence the termination of this Escrow Agreement and to cause the Escrow Agent to release the Escrow Deposit.

### **3. CONCERNING THE ESCROW AGENT.**

**3.1. Fees and Expenses.** The Escrow Agent shall not charge any fees for his services hereunder. However, Saga shall be responsible for the payment of any bank fees associated with the maintenance of the Escrow Account and any fees imposed for the transfer of funds into and out of the Escrow Account.

**3.2. Resignation and Removal.** The Escrow Agent may resign and be discharged from his duties hereunder at any time by giving notice of such resignation to the other parties hereto specifying a date (not less than thirty (30) days after the giving of such notice) when such resignation shall take effect. Promptly after such notice, a successor Escrow Agent shall be appointed by mutual agreement of Saga and PAR, such successor to become the Escrow Agent hereunder upon the resignation date specified in such notice. If Saga and PAR are unable to agree upon a successor Escrow Agent within twenty (20) days after such notice, the Escrow Agent shall be entitled to appoint his successor. The Escrow Agent shall continue to serve as Escrow Agent until his successor has assumed in writing the Escrow Agent's obligations hereunder and receives the Escrow Deposit. Saga and PAR may agree at any time to substitute a successor Escrow Agent by giving notice thereof to the Escrow Agent then acting.

**3.3. Performance.** The duties and responsibilities of the Escrow Agent are limited to those specifically set forth herein. The Escrow Agent shall not be liable for any mistake of fact or error of judgment made in good faith or for any acts or omissions by him of any kind other than willful misconduct or gross negligence. The Escrow Agent shall be entitled to rely, and shall be protected in doing so, upon (i) any written notice, instrument or signature believed by it to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so, and (ii) the advice of counsel (which may be of the Escrow Agent's own choosing). The Escrow Agent shall have no responsibility for the contents of any writing submitted to it hereunder and shall be entitled in good faith to rely without any liability upon the contents thereof.

**3.4. Indemnification.** Saga and PAR, jointly and severally, agree to indemnify the Escrow Agent and hold him harmless against any and all liabilities incurred by him hereunder, except for liabilities incurred by the Escrow Agent resulting from his own willful misconduct or gross negligence. As between Saga and PAR, each party shall be responsible for the payment of one-half of any such liabilities.

**3.5. Interpleader.** If, at any time prior to the termination of this Escrow Agreement by the Escrow Agent's delivery of the Escrow Deposit as provided herein, either Saga or PAR should make demand upon or file suit against the Escrow Agent for the Escrow Deposit, the Escrow Agent shall be authorized to bring an interpleader action in any court of competent jurisdiction. If a suit is commenced against the Escrow Agent, he may answer by way of interpleader and name Saga and PAR (or either of them) as additional parties to such action, and the Escrow Agent may tender the Escrow Deposit into such court for determination of the respective rights of Saga and PAR thereto. Upon such tender, the Escrow Agent shall be entitled to receive from Saga and PAR his reasonable attorney fees and expenses incurred in connection with said interpleader action. As between Saga and PAR, such fees, expenses and other sums shall be paid by the party which fails to prevail in the proceedings brought to determine the appropriate distribution of the Escrow Deposit. If and when the Escrow Agent shall so interplead such parties, or either of them, and deliver the Escrow Deposit to the clerk of such court, all of his duties shall cease and he shall have no further obligation hereunder. Nothing herein shall prejudice any other right or remedy of the Escrow Agent.

**3.6. Discharge by Delivery.** After the Escrow Agent has delivered the Escrow Deposit pursuant to the terms of this Escrow Agreement, the Escrow Agent shall have discharged all of his obligations hereunder and neither Saga nor PAR shall thereafter have any claim against the Escrow Agent on account of this Escrow Agreement.

**3.7. Conflict.** In the event of any conflict between the terms and provisions of this Escrow Agreement and those of the Asset Purchase Agreement, the terms and provisions of this Escrow Agreement shall control as to the rights, duties, obligations and liabilities of the Escrow Agent, and the terms of the Asset Purchase Agreement shall control as to the respective rights, duties, obligations and liabilities thereunder of Saga and PAR. Notwithstanding the above, Saga and PAR acknowledge that Cary S. Tepper has acted as legal counsel to PAR in connection with W256BY as well as PAR's operation of numerous full power radio stations and FM translator stations throughout the country and that he is providing his services under this Escrow Agreement at the request of, and as an accommodation to, the parties. Saga and PAR agree that the provision of services by the Escrow Agent under this Escrow Agreement does not bar or otherwise limit the ability of Escrow Agent to represent PAR in connection with this assignment and purchase



If to PAR: Edward A. Baker, President  
Positive Alternative Radio, Inc.  
P.O. Box 889  
Blacksburg, VA 24063

If to Escrow Agent: Cary S. Tepper  
Tepper Law Firm, LLC  
4900 Auburn Avenue  
Suite 100  
Bethesda, MD 20814-2632

**4.5. Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Maryland, without regard to the conflict of law rules utilized in that jurisdiction.

**4.6. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**4.7. Continuing Effect.** This Agreement shall remain in full force and effect until the Escrow Agent has delivered, in accordance with the terms hereof, the Escrow Deposit, the interest earned thereon, and any other monies and instruments held in escrow by them pursuant to this Agreement.

**4.8 Headings.** Section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(signatures on next page)

IN WITNESS WHEREOF, and to evidence their consent to the foregoing, the parties hereto have executed this Escrow Agreement as of the date first above written.

**SAGA COMMUNICATIONS  
OF CHARLOTTESVILLE, LLC**

By: *Samuel D. Bush*  
Samuel D. Bush  
Treasurer

**POSITIVE ALTERNATIVE RADIO, INC.**

By: \_\_\_\_\_  
Edward A. Baker  
President

**ESCROW AGENT**

By: \_\_\_\_\_  
Cary S. Tepper, Esq.

Date: \_\_\_\_\_

IN WITNESS WHEREOF, and to evidence their consent to the foregoing, the parties hereto have executed this Escrow Agreement as of the date first above written.

**SAGA COMMUNICATIONS  
OF CHARLOTTESVILLE, LLC**

**POSITIVE ALTERNATIVE RADIO, INC.**

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

By: Edward A. Baker  
Edward A. Baker  
President

**ESCROW AGENT**

By: \_\_\_\_\_  
Cary S. Tepper, Esq.

Date: \_\_\_\_\_

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**SAGA COMMUNICATIONS  
OF CHARLOTTESVILLE, LLC**

**POSITIVE ALTERNATIVE RADIO, INC.**

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

By: \_\_\_\_\_  
Edward A. Baker  
President

**ESCROW AGENT**

By:   
\_\_\_\_\_  
Cary S. Tepper, Esq.

Date: 7/21/2015

Schedule 3

**Positive Alternative Radio, Inc.  
P.O. Box 889  
Blacksburg, Virginia 24063**

(540) 552-4281

Samuel D. Bush, Treasurer  
Saga Communications of Charlottesville, LLC  
73 Kercheval Avenue  
Grosse Pointe Farms, MI 48236

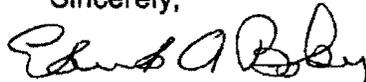
Dear Sam:

This letter of consent is being provided by Positive Alternative Radio, Inc. ("PAR") to Saga Communications of Charlottesville, LLC. ("Saga") pursuant to Section 73.3517(a) of the rules of the Federal Communications Commission with regard to the proposed contingent modification application for FM Translator Station W256BY at Charlottesville, Virginia.

PAR proposes to sell W256BY to Saga. As part of the FCC license assignment process, Saga wishes to modify the W256BY facilities. This consent letter is provided by PAR to allow the filing of the W256BY modification application concurrently with the associated license assignment application.

The foregoing statements are true, and are made under the penalty of perjury.

Sincerely,



Edward A. Baker  
President

Dated: 7-21-15