

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, made and entered as of this 10th day of August, 2016, between **ARTISTIC MEDIA PARTNERS, INC.**, an Indiana corporation and (“*Seller*”), and **AI RADIO, LLC**, an Indiana limited liability company (“*Buyer*”).

RECITALS:

A. Seller holds Commission Authorizations for the following radio broadcast stations (the “*Stations*”) pursuant to certain authorizations issued by the Federal Communications Commission:

WBWB(FM) (96.7 MHz) (FCC Facility ID No. 68968), Bloomington, Indiana, and

WHCC(FM) (105.1 MHz) (FCC Facility ID No. 33540), Ellettsville, Indiana; and

B. Seller desires to sell and/or assign, and Buyer desires to purchase and/or acquire said Commission Authorizations and Stations Assets, as hereinafter set forth; and

C. Said Commission Authorizations, as hereafter defined, may not be assigned without the prior authorization of the FCC.

NOW THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties and covenants herein contained, the Parties, intending to be legally bound, subject to the prior approval of the Commission and subject to the terms and conditions set forth herein, mutually agree as follows:

SECTION 1 DEFINITIONS

1.1. **Definitions.** As used herein, unless otherwise defined, shall have the meaning or meanings assigned to them as described on **Exhibit 14**, hereto.

SECTION 2 ASSETS TO BE SOLD

2.1. **Included Assets.** Subject to FCC approval and the terms and conditions described herein, Seller agrees to sell, assign, transfer, convey, set over, and deliver to Buyer on the Closing Date, and Buyer shall purchase and/or accept assignment of, the Stations Assets.

2.2. **Excluded Assets.** Notwithstanding anything to the contrary contained herein, the Stations Assets shall not include the Excluded Assets.

2.3. ***Liabilities; Assumption.*** At the Closing, Buyer shall assume and agrees to pay, discharge and perform the following obligations of Seller (the “*Assumed Liabilities*”): All debts, liabilities, obligations and commitments of Seller of any kind, character or description (whether known or unknown, accrued, absolute, contingent or otherwise) and to the ownership or operation of the Stations or the Stations Assets to the extent they arise or relate to any period at or after the Effective Time, including all liabilities, obligations and commitments of Seller under the contracts, leases, and agreements listed and described in the schedules hereto to the extent they arise or relate to any period at or after the Effective Time. Notwithstanding the foregoing, Buyer shall not assume any obligations whatsoever relating to the Katieco Note.

SECTION 3 **PURCHASE PRICE**

3.1. ***Purchase Price.*** The Purchase Price shall be the aggregate paid by Buyer to Seller for the Stations Assets. The Purchase Price shall be liquidated and satisfied by Buyer at Closing pursuant to written instructions of Seller to be delivered by Seller to Buyer at least four (4) Business Days prior to Closing. At Closing, Seller shall pay-off and obtain a release of all liens, if any. The Purchase Price for the Stations is **FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 U.S. DOLLARS (\$4,400,000.00)** to be paid at Closing as follows:

3.1.1. Buyer shall pay to Seller the sum of Three Million Nine Hundred Thousand and no/100 U.S. Dollars in the form of Immediately Available Funds plus or minus any adjustment to be made for the Purchase Price Credit(s), as the balance of the Purchase Price and Prorations as provided in Section 4 hereof; and

3.1.2. Buyer shall execute an unsecured subordinated promissory note in the amount of Five Hundred Thousand and no/100 U.S. Dollars in the form attached hereto as Exhibit 9.

3.2. ***Allocation of Purchase Price.*** Buyer and Seller agree to allocate the Purchase Price, plus any assumed liabilities that are liabilities for federal income tax purposes, in accordance with **Schedule 10**. Seller and Buyer shall use such allocation for all purposes related to the valuation of the Assets, including, without limitation, in connection with any federal, state, county or local Tax returns filed after such allocation shall be agreed upon. Unless required to do so in accordance with a “determination” as defined in Section 1313(a) (1) of the Code, neither Seller nor Buyer shall take any position in any Tax return, Tax proceeding, Tax audit or otherwise that is inconsistent with such allocation.

SECTION 4

PRORATIONS

4.1. *Adjustments.* Subject to the terms, conditions and operation of any prorations relating to the Stations Assets and arising from the conduct of the business and operations of the Stations shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles as of 11:59 p.m. on the date immediately preceding the Closing Date. Any prorations otherwise not agreed to as of Closing Date will be agreed on and adjusted by and between Buyer and Seller within sixty (60) days after the Closing Date.

SECTION 5

COMMISSION APPLICATION

5.1. *Commission Consent.* Notwithstanding anything to the contrary, the assignment of the Commission Authorizations to Buyer is subject to the prior FCC Consent. Within five (5) Business Days of the execution of this Agreement by Buyer and Seller, Buyer and Seller shall file, or cause to be filed, with the Commission the FCC Application and other necessary instruments required to obtain such FCC Consent, and agree thereafter to prosecute said FCC Application with all reasonable diligence and otherwise to reasonably cooperate with each other and to use their commercially reasonable best efforts to obtain the requisite FCC Consent promptly and to carry out the provisions of this Agreement. Seller and Buyer hereby mutually agree to provide whatever additional information the Commission reasonably requests in processing said FCC Application, and that such information will be furnished within the time established by the Commission in its request or any reasonable and necessary extension thereof; *provided, however*, that neither party shall be required to petition for review or to file an appeal of any decision by the Commission or the Staff of the Commission denying the FCC Application.

5.1.1. *Delays and Prosecution.* If the Commission fails through no fault or default on the part of Buyer or Seller to give its consent to the assignment of the Commission Authorizations for the Stations from Seller to Buyer in sufficient time to permit Closing no later than the end of the Effective Term, or if said FCC Application should be set for evidentiary hearing (other than a hearing at which only oral argument is to be presented) by the Commission for any reason, this Agreement may be terminated by either party at its option without further obligation or liability hereunder; *provided, however*, that the terminating party may not terminate this Agreement if it is in material default under any provision of this Agreement, or if such Commission consent has been given in sufficient time prior to the delivery of written notice of termination to permit Closing on or before the expiration of the Effective Term. In the event of such termination, any Purchase Price Credit(s) shall be paid and delivered to Buyer, if the reason for the FCC's failure to consent or setting of an evidentiary hearing is not due to Buyer's fault for whatever reason.

5.1.2. **Application Expenses.** Buyer and Seller shall each be responsible for its own expenses incurred in the preparation, filing and prosecution of the Assignment Application before the Commission. Buyer and Seller shall equally share the reasonable and necessary costs of any FCC Application and publication fees due in connection with the filing of the FCC Application.

5.2. **Control of Stations.** Between the date of this Agreement and the Closing Date, Buyer will not directly or indirectly control, supervise, or direct, or attempt to control, supervise, or direct the construction and/or operation of the Stations, but such activities, if any, including complete control and supervision of all programs, employees and Stations' policies, shall be the sole responsibility of Seller. During such period, Seller shall, in its discretion, take the Stations off the air or operate and program the Stations at its discretion.

SECTION 6

REPRESENTATIONS AND WARRANTIES OF THE SELLER

6.1. **Preamble.** Seller hereby makes the representations and warranties set forth in this **Section 6**, which shall continue to and shall be deemed to have been made again at the Closing, and shall survive the Closing Date. The truth and accuracy of all such covenants, representations and warranties shall continue until the Closing Date as a condition precedent to the obligations of Buyer hereunder.

6.1.1. **Organization.** Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and qualified to do business in the State of Indiana. Seller has the requisite power and authority to execute and deliver this Agreement and the Seller Ancillary Agreements, pursuant hereto, to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

6.1.2. **Authorizations.** Seller's Authorization has been duly approved and authorized and does not require any further authorization or consent of Buyer. This Agreement is, and each Seller Ancillary Agreement when executed and delivered by Seller and the other parties thereto will be, a legal, valid and binding agreement of Seller enforceable in accordance with its respective 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).

6.1.3. **No Conflicts.** Neither the execution and delivery by Seller of this Agreement and the Seller Ancillary Agreements or the consummation by Seller of any of the transactions contemplated hereby or thereby, nor compliance by Seller with or fulfillment by Seller of the terms, conditions and provisions hereof or thereof

will: (i) conflict with any (a) organizational documents of Seller; or (b) law, judgment, order, or decree to which Seller is subject; or (ii) require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, except the Governmental Consents, and except for counter-party consent to assign those Station Contracts designated on **Schedule 4**.

6.1.4. **Commission Authorizations.** Seller holds the Commission Authorizations described on **Exhibit 1**. Such Commission Authorizations constitutes all of the authorizations required under the Act and/or the Rules and Regulations for the Stations. The Commission Authorizations is in full force and effect and has not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending or, to Seller's Best Knowledge, threatened any action by or before the FCC to revoke, suspend, cancel, rescind or Materially Adversely modify any of the Commission Authorizations (other than proceedings, of general applicability, to amend the Rules and Regulations), and there is not now issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture against Seller with respect to the Stations. The Stations are maintained and controlled in compliance in all Material respects with the Commission Authorizations, the Act, and the Rules and Regulations.

6.1.4.1. **Maintain the Commission Authorizations.** Until the Closing, Seller shall exercise all efforts necessary to maintain, preserve and protect the Commission Authorizations. Seller maintains a public file for the Stations as required by the Rules and Regulations.

6.1.5. **Taxes.** Seller has, in respect of the Stations' Business, filed all federal, state, county and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

6.1.6. **Stations Assets.** The Stations Assets constitute all the assets reasonably necessary for the business or operation of the Stations as now maintained and/or operated, without regard to current programming. Seller has good and marketable title to the Stations Assets, free and clear of Liens, except for Permitted Encumbrances and those Liens listed on **Schedule 6**. At Closing, Seller will transfer to Buyer good and marketable title to the Stations Assets, free and clear of Liens, except for Permitted Encumbrances. Seller maintains sufficient insurance policies with respect to the Stations and the Stations Assets and will maintain such policies in full force and effect until Closing. All Tangible Personal Property used in the Stations' Business, without material exception, is now and on the Closing Date will be in good operating condition and repair, reasonable wear and tear excepted. Except as set forth in **Schedule 6**, all items of transmitting and studio equipment included in the Tangible Personal Property have been maintained in a manner consistent with generally ac-

cepted standards of good engineering practice, and will permit the Stations and any of their auxiliary broadcast stations to operate in all material respects in accordance with the terms of the Commission Authorizations, the Rules and Regulations, and all other applicable federal, state, and local statutes, ordinances, rules and regulations.

6.1.7. **Compliance with Law; No Litigation.** Seller has complied in all Material respects with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the Stations or the Stations Assets. Except as disclosed on **Schedule 6**, there is no action, suit or proceeding pending or, to Seller's Best Knowledge, threatened against Seller and, to Seller's Best Knowledge, there are no claims or investigations, litigation pending or threatened, nor any judgment or decree outstanding or threatened against Seller in respect of the Stations or the Stations Assets, or which might adversely affect the Stations Assets or Seller's power, authority or ability to enter into this Agreement and to carry out the transactions contemplated herein. Seller does not know or have reasonable grounds to know of any threats of any such claim, litigation, proceeding or investigation.

6.1.8. **Broker-Finder.** Neither this Agreement nor the sale and purchase of the Stations Assets or any other transaction contemplated by the Agreement was induced or procured through any person acting on behalf of or representing either Seller or Buyer as broker, finder, investment banker, financial advisor or in any similar capacity.

6.1.9. **No Insolvency.** No insolvency proceedings of any character including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting the Seller are pending or, to Seller's Best Knowledge, threatened, and Buyer has made no assignment for the benefit of creditors, nor taken any action with a view to, or which would constitute the basis for, the institution of any such insolvency proceedings.

6.1.10. **Binding Agreement.** This Agreement has been duly executed and delivered by Seller and constitutes a valid and binding obligation of Seller enforceable against Seller in accordance with the terms of this Agreement, except as limited by laws affecting creditors' rights or equitable principles generally.

SECTION 7

WARRANTIES, REPRESENTATIONS AND COVENANTS OF BUYER

7.1. **Preamble.** Buyer hereby makes the representations and warranties set out in this **Section 7**, which representations and warranties shall continue to and shall be deemed to have been made again on the Closing Date, and shall survive the Closing Date:

7.1.1. **Organization.** Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and as of the Closing Date shall be qualified to do business in each jurisdiction in which the Stations Assets are located. Buyer has the requisite power and authority to execute and deliver this Agreement and the Buyer Ancillary Agreements, pursuant hereto, to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

7.1.2. **Authorization.** Buyer's Authorization has been duly approved and authorized and does not require any further authorization or consent of Buyer. This Agreement is, and each Buyer Ancillary Agreement when executed and delivered by Buyer and the other parties thereto will be, a legal, valid and binding agreement of Buyer enforceable in accordance with its respective 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).

7.1.3. **No Conflicts.** Neither the execution and delivery by Buyer of this Agreement and the Buyer Ancillary Agreements or the consummation by Buyer of any of the transactions contemplated hereby or thereby, nor compliance by Buyer with or fulfillment by Buyer of the terms, conditions and provisions hereof or thereof will: (i) conflict with any (a) organizational documents of Buyer; or (b) law, judgment, order, or decree to which Buyer is subject; or (ii) require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, except the Governmental Consents or any third-party consent to assign those Station Contracts.

7.1.4. **Binding Agreement.** This Agreement has been duly executed and delivered by Buyer and constitutes a valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms of this Agreement, except as limited by laws affecting creditors' rights or equitable principles generally.

7.1.5. **Financial Ability.** Buyer has the requisite financial resources to undertake and perform Buyer's obligations pursuant to this Agreement. This representation is expressly predicated upon lender and equity partner financial commitments upon which Buyer is relying to accomplish the payment of (i) the Purchase Price and (ii) other closing expenses of Buyer contemplated by this Agreement.

SECTION 8

CONDITIONS FOR CLOSING

8.1. ***Conditions precedent to Obligations of Buyer.*** The obligations of the Buyer under this Agreement are subject to the satisfaction of each of the following express conditions precedent (provided that Buyer may, at its election (except with respect to Section 8.1.1), waive any of such conditions on the Closing Date, notwithstanding that such condition is not fulfilled on the Closing Date):

8.1.1. ***FCC Consent.*** The FCC Consent shall have been granted and public notice thereof shall have been publicly released by the FCC.

8.1.2. ***Seller's Effective Representations.*** Each of the Seller's representations and warranties contained in this Agreement or in any exhibit, certificate or document delivered pursuant to the provisions hereof, shall be true and correct in all material respects at and as of the Closing Date with the same force and effect as if each such representation or warranty were made at and as of such time.

8.1.3. ***Valid Authorizations.*** Seller shall be the holder of the Commission Authorizations and said Commission Authorizations shall be valid and in good standing with the FCC. Seller shall have taken all the necessary corporate action to authorize and to consummate this transaction.

8.1.4. ***No Liens.*** Except for Permitted Liens, there shall be no material outstanding Liens or other charges or encumbrances on the Assets.

8.2. ***Conditions Precedent to Obligations of Seller.*** The performance of the obligations of the Seller under this Agreement is subject to the satisfaction of each of the following express conditions precedent (provided that Seller may, at its election (except with respect to Section 8.2.1), waive any of such conditions at Closing, notwithstanding that such condition is not fulfilled on the Closing Date, and Seller's acceptance of the Purchase Price shall be deemed a waiver of any condition precedent not otherwise satisfied).

8.2.1. ***FCC Consent.*** The FCC Consent shall have been granted and public notice thereof shall have been publicly released by the FCC.

8.2.2. ***Buyer's Effective Representations.*** Each of Buyer's representations and warranties contained in this Agreement or in any certificate or document delivered pursuant to the provisions hereof, shall be true in all material respects at and as of the Closing Date as though each such representations or warranty was made at and as of such time.

8.2.3. ***Valid Authorization.*** Buyer shall have taken all the necessary "corporate" action to authorize and to consummate this transaction.

8.2.4. **Buyer's Action.** Buyer shall deliver, and/or cause to be delivered, to Seller on the Closing Date the Purchase Price required to be paid and delivered by Buyer pursuant to **Section 3.1** hereof.

SECTION 9

PERFORMANCE AT CLOSING

9.1. **Seller's Performance.** As further conditions to Buyer's obligation to close hereunder, at the Closing the Seller shall:

9.1.1. **Commission Authorizations Assignments.** Deliver to Buyer, in a form and substance reasonably acceptable to counsel for Buyer, assignments of the Commission Authorizations set forth in **Exhibit 1**, hereto, transferring the same to Buyer in customary form and substance.

9.1.2. **Bill of Sale.** Deliver to Buyer bills of sale in a form and substance reasonably acceptable to counsel for Seller and Buyer.

9.1.3. **Transfer Instruments.** Deliver to Buyer such other assignments and further instruments of transfer as Buyer may reasonably require to effectuate the assignment to it of those contracts, leases and agreements to be assumed by Buyer pursuant to this Agreement, as well as deeds, documents of title and other instruments of conveyance, assignment and transfer as reasonably may be necessary to convey, transfer and assign the other Stations Assets to Buyer, free and clear of Liens, except for Permitted Liens.

9.1.4. **Bring-down Certificate.** At Closing, Seller shall deliver to Buyer a certificate affirming the representations and warranties contained in **Section 6.1** and its subparts.

9.2. **Buyer's Performance.** As a further condition to Seller's obligation to close hereunder, at the Closing Buyer shall:

9.2.1. **Purchase Price.** Deliver to Seller, in accordance with the provisions of this Agreement, the Purchase Price.

9.2.2. **Assumption Agreement.** Deliver to Seller an assumption agreement in a form reasonably satisfactory to Seller assuming those liabilities and obligations which Buyer shall assume as set forth in **Schedule 4** hereto or as otherwise set forth in this Agreement.

9.2.3. **Bring-down Certificate.** At Closing, Buyer shall deliver to Seller a certificate affirming the representations and warranties contained in **Section 7.1** and its subparts.

9.3. **Employees.** Buyer may (but is not obligated to) offer post-Closing employment to any of the Stations' employees. All employees of the Stations will be terminat-

ed at Closing by Seller. With respect to each such employee who accepts Buyer's offer of employment, Seller shall be responsible for all compensation and benefits arising prior to Closing (in accordance with Seller's employment terms) and Buyer shall be responsible for all compensation and benefits arising after Closing (in accordance with Buyer's employment terms). Prior to the Closing Date Seller shall resolve and conclude all vacation time and sick-leave accrual issues respecting its employees so that no such issues shall be present as of the Closing Date or after the Closing Date indemnify and hold harmless Buyer therefor.

9.3.1. ***Employee Obligations.*** Buyer does not assume any of Seller's employee obligations (including any severance obligations), all of which are Retained Liabilities and not Assumed Obligations. Notwithstanding anything in this Agreement to the contrary, if any of the employment agreements included in the Station Contracts includes any deferred compensation or profit sharing or transfer of control or similar provisions, then such obligations shall be Retained Liabilities and not Assumed Obligations.

9.3.2. ***No Employee Enforcement Rights.*** The terms of this Agreement are solely for the benefit of (and may be enforced only by) the parties hereto and their respective successors and permitted assigns. Without limiting the foregoing, nothing in this Agreement gives any rights to any employee, and no employee may enforce any provision of this Agreement against any of the parties hereto.

SECTION 10

INDEMNIFICATIONS

10.1. ***Seller's Indemnities.*** Seller shall indemnify, defend and hold harmless Buyer from and against any and all loss, cost, liability, damage and/or expense (including legal and other expenses incident thereto) of every kind, nature or description, up to an aggregate and total maximum amount not to exceed the Purchase Price, arising out of (a) the breach of any representation or warranty of Seller set forth in this Agreement and the Ancillary Agreements; (b) the breach of any of Seller's covenants or other agreements contained in or arising out of this Agreement or the transactions contemplated hereby; and (c) the operations or business of Seller on or after the Closing Date, regardless of whether disclosed in any schedule or document and regardless of whether constituting a breach by Seller of any representation, warranty, covenant or agreement, and any other liability or obligation of Seller.

10.2. ***Buyer's Indemnities.*** Buyer shall indemnify, defend and hold harmless Seller and its affiliates from and against any and all loss, cost, liability, damage and/or expense (including legal and other expenses incident thereto) of every kind, nature or description, up to an aggregate and total maximum amount not to exceed the Purchase Price, arising out of (a) the breach of any representation or warranty of Buyer set forth in this Agreement and the Ancillary Agreements, (b) the breach of any of its covenants

or other agreements contained in or arising out of this Agreement or the transactions contemplated hereby, and (c) the operations or business of Buyer or the Stations and Stations Assets on or after the Closing Date, regardless of whether disclosed in any schedule or document and regardless of whether constituting a breach by Buyer of any representation, warranty, covenant or agreement, and any other liability or obligation of Buyer.

10.3. **Notice of Claim.** Buyer or Seller, upon discovery of (i) the breach of any of the representations, warranties or covenants of the other party, or (ii) claims which are subject to indemnification under this Agreement, shall give to the other prompt written notice of the discovery of such breach or claim. If any action, suit, or proceeding shall be commenced against, or any claim or demand be asserted against, Buyer or Seller or other person entitled to indemnification hereunder, as the case may be, in respect of which such Claimant proposes to seek indemnification from a party under this **Section 10**, then such Claimant shall notify the Indemnitor to that effect in writing with reasonable promptness; *provided* that the Claimant's failure to do so shall not preclude it from seeking indemnification hereunder unless such failure has materially prejudiced the Indemnitor's ability to defend such Claim.

10.4. **Right to Defend.** Should any claim or liability be asserted by a third party against a Claimant which would give rise to a claim for indemnification under the provisions of this **Section 10** by a party to this Agreement, then the Claimant shall promptly notify, in writing, the Indemnitor, and the Indemnitor shall be entitled, at its own expense, and upon written notice to the Claimant, to compromise or defend such claim, including, without limitation, the employment of counsel reasonably satisfactory to Claimant and the payment of all expenses. Claimant shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of Claimant unless (i) Indemnitor agrees to pay such fees and expenses or has failed promptly to assume the defense of such action or proceeding and employ counsel reasonably satisfactory to Indemnitee in any such action or proceeding, or (ii) the named parties to any such action or proceeding include both Indemnitor and Claimant and Claimant has been advised by counsel that there is a conflict of interest between the parties' positions such that separate representation is required, in which case the costs and expenses of such separate counsel will be covered by Indemnitor. The Claimant may not settle any claim without the consent of the Indemnitor, except upon terms and conditions offered or consented to by the Indemnitor.

10.5. **Indemnification Basket; Limitations.** No indemnification shall be required under either **Section 10.1** or **Section 10.2**, (i) unless and until the aggregate amount of all claims for indemnification under such section exceeds **FIVE THOUSAND AND NO/100 U.S. DOLLARS** (\$5,000.00) in the aggregate, whereupon the party seeking indemnification shall be entitled to recover the full amount of all claims (subject to the

dollar limitations and other limitations set forth above), and (ii) with respect to a breach of a representation, warranty or covenant hereunder unless a notice with respect to such claim for indemnification is provided within (1) one year from the Closing Date.

SECTION 11

APPLICATION PROSECUTION; REMEDIES; TERMINATION; UNWIND

11.1. ***Application Prosecution.*** In the event that either party fails to exercise good faith and fails through its fault to supply to the Commission a substantially complete and acceptable FCC Application, as such portion thereof applies to each respectively, within the time limit hereinafter set forth, or either party fails to exercise good faith and fails through its own fault to supply appropriate amendments pertaining to the FCC Application within twenty-five (25) days (or such longer period as shall be fixed by the Commission for response) of the date upon which such data is requested, either orally or in writing, by Commission personnel, or if either party, after the Commission grant of the FCC Application fails through its own fault or refuses in bad faith to close as herein provided, such fault or failure will be considered to be a willful and material breach of this Agreement.

11.2. ***Remedies on Breach.*** The Parties acknowledge that the Stations are of a special, unique and extraordinary character and that damages are inadequate to compensate for any breach of this Agreement. Accordingly, in the event of a breach by Seller of its representations, warranties, covenants, conditions precedent or obligations under this Agreement, Buyer's sole election in lieu of other remedies available to it, and subject to obtaining any requisite approval of the FCC, is to seek a decree of specific performance requiring Seller to fulfill its obligations under this Agreement. The foregoing remedies shall be available only to a party that is not in material breach of this Agreement at the time any such remedy is asserted by it, and upon written notice to the other party. The prevailing party shall be entitled to recover its reasonable legal expenses, including attorneys' fees (at trial and on appeal) from the losing party. Buyer shall have the right specifically to enforce the performance of the Seller under this Agreement without the necessity of posting any bond or other security, and the Seller hereby waives the defense in any such suit that Buyer has an adequate remedy at law and Seller agrees not to interpose any opposition, legal or otherwise, as to the propriety of specific performance as a remedy.

11.2.1. ***Opportunity to Cure.*** If Seller or Buyer believes the other to be in default hereunder, the party believing a default has occurred shall provide the other party with written notice specifying in reasonable detail the nature of such default. If the default has not been cured by the earlier of: (i) the Closing Date, or (ii) within twenty (20) Business Days after delivery of that notice, then, subject to the provisions of this Agreement, the party giving such notice may terminate this Agreement and/or exercise the remedies available to such party pursuant to this Agreement.

11.3. **Termination.** This Agreement may be terminated, by written notice given by either party to the other party hereto, at any time prior to the Closing Date as follows (provided that no party may terminate this Agreement if such Party's breach of its obligations hereunder is the cause of the circumstances upon which such termination is based):

11.3.1. **Written Consent.** By mutual written consent of the Parties;

11.3.2. **Order or Decree.** By either party, if a court of competent jurisdiction or governmental, regulatory or administrative agency or commission having jurisdiction over the Parties and the Agreement shall have issued a valid order, decree or ruling or taken any other valid action, in each case permanently restraining, enjoining or otherwise prohibiting the transaction contemplated by this Agreement and such valid order, decree, ruling or other action shall have become final and nonappealable or any governmental or other third party consent approval, regulatory requirement or decree necessary for the consummation of the transaction has not been or cannot be obtained during the Effective Term;

11.3.3. **Breach by Seller.** By Buyer if Seller fails to materially perform, or materially breaches, any of its obligations, representations, warranties or duties under this Agreement and Seller has not reasonably cured such failure to materially perform, or such material breach, in accordance with **Section 11.2.1**, above;

11.3.4. **Breach by Buyer.** By Seller if Buyer fails to materially perform, or materially breaches, any of its obligations, representations, warranties or duties under this Agreement and Buyer has not reasonably cured such failure to materially perform, or such material breach, in accordance with **Section 11.2.1**, above;

11.3.5. **FCC Denial.** By either party, if the FCC denies the FCC Application and such denial becomes a Final Order (as defined below);

11.3.6. **Lapse of Time.** By either party, if the Closing has not occurred within the Effective Term, unless such period is extended or postponed by either of the Parties as provided in this Agreement; or

11.3.8. **Failure to Consummate.** By either party, if the consummation of this Agreement does not occur within the Effective Term, unless the Effective Term is extended by mutual agreement of Buyer and Seller.

11.4. **Non Exclusive Termination Rights.** The termination rights provided in **Section 11.3**, and its subparts, are in addition to, and do not preclude, any other termination rights of the Parties provided in this Agreement.

11.5 **Unwind.** The parties herein agree to Close the transaction following the initial grant of the FCC's consent without allowing such consent to become a Final Order of the Commission. If following Closing, the Commission's consent is reversed on reconsideration, review or appeal or otherwise overturned on its' own motion and such

reversal becomes a Final Order of the Commission, the parties agree to cooperate and to take all necessary and advisable actions unwind the transaction and to return the parties to the *status quo ante* within ninety (90) days thereof. For purposes of this Agreement, the term “Final Order” shall mean an order of the Commission (including action duly taken by the Commission’s staff, pursuant to delegated authority) which is not reversed, stayed, enjoined, or set aside, and with respect to which no timely request for stay, reconsideration, review, rehearing, or notice of appeal or determination to reconsider or review is pending, and as to which the time for filing any such request, petition, or notice of appeal or for review by the Commission, and for any reconsideration, stay, or setting aside by the Commission on its own motion or initiative, has expired.

SECTION 12

MISCELLANEOUS GOVERNING PROVISIONS

12.1. ***Governing Provisions.*** Additional provisions that shall govern the operation and interpretation of this Agreement are set forth on **Exhibit 12**, and hereby are incorporated as if fully set forth herein.

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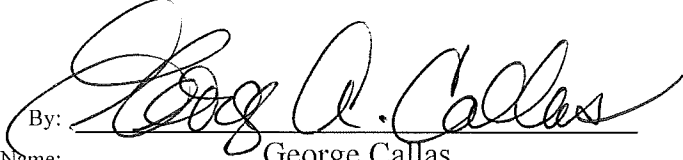
12.2. *Listing of Exhibits and Schedules.*

DOCUMENT	IDENTIFICATION
Exhibit 1	Listing of Commission Authorization(s) and other local, state and federal permits, authorizations and licenses
Schedule 2	Inventory of Tangible Personal Property
Schedule 3	Listing of Real Property
Schedule 4	Contracts, Agreements, Leases (including Real Property Leases)
Schedule 5	Listing of Intangible Property
Schedule 6	Schedule of encumbrances and conflicts
Schedule 7	Excluded Property
Schedule 8	Liabilities Not Assumed
Exhibit 9	Unsecured Subordinated Promissory Note
Schedule 10	Purchase Price Allocation Schedule
Schedule 11	Permitted Liens
Exhibit 12	Miscellaneous Governing Provisions
Exhibit 13	Notice
Exhibit 14	Definitions


[SIGNATURE PAGE IS NEXT]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and executed by their proper thereunto duly authorized as of the day and year above written.

SELLER: ARTISTIC MEDIA PARTNERS, INC.

By: 
Name: George Callas
Title: Treasurer

BUYER: AIRADIO, LLC

By: 
Name: Arthur A. Angotti, III
Title: Managing Member