

## Assignments

Lead File Number: **0000131912** | Submit Date: **01/21/2021** | Lead Call Sign: **WBAS** | FRN: **0004974820**  
Service: **Full Power AM** | Purpose: **Assignment of Authorization** | Status: **Submitted** | Status Date: **01/21/2021**  
Filing Status: **Active**

### General Information

Section	Question	Response
<b>Attachments</b>	Are attachments (other than associated schedules) being filed with this application?	Yes

### Fees, Waivers, and Exemptions

Section	Question	Response
<b>Fees</b>	Is the applicant exempt from FCC application Fees?	No
	Indicate reason for fee exemption:	
<b>Waivers</b>	Does this filing request a waiver of the Commission's rule(s)?	No
	Total number of rule sections involved in this waiver request:	

Application Type	Call Sign	Facility ID	Fee Code	Fee Amount
Assignment of Authorization	WBAS	6251	MPT	\$1,110.00
	W268CP	142210	MDL	\$160.00
<b>Total</b>				<b>\$1,270.00</b>

### Assignments Type

Question	Response
Is this application a pro forma Assignment of Authorization?	No
By answering "Yes" the Applicant certifies that the use of short form pro forma application is appropriate for this transaction?	
Is the Assignment Voluntary or Involuntary:	

### Authorizations to be Assigned

#### Selected Call Signs

Call Sign	Facility ID	File Number	Service	City, State
WBAS	6251	0000131912	AM	WEST YARMOUTH, MA
W268CP	142210	0000131913	FX	WEST YARMOUTH, MA

### Assignment Questions

Question	Response
Were any of the authorizations that are the subject of this application obtained through the Commission's competitive bidding procedures (see 47 C.F.R. Sections 1.2111(a) and 73.5000)?	No
Were any of the authorizations that are the subject of this application obtained through the Commission's point system for reserved channel noncommercial educational stations (see 47 C.F.R. Sections 73.7001 and 73.7003)?	No

Have all such stations operated for at least 4 years with a minimum operating schedule since grant pursuant to the point system?	
Were any of the authorizations that are the subject of this application obtained after award of a dispositive Section 307(b) preference using the Tribal Priority, through Threshold Qualifications procedures, or through the Tribal Priority as applied before the NCE fair distribution analysis set forth in 47 C.F.R. § 73.7002(b)?	No
Have all such stations operated for at least 4 years with a minimum operating schedule since grant?	
Do both the assignor and assignee qualify for the Tribal Priority in all respects?	
LPFM Licenses Only: Has it been at least 18 months since the initial construction permit for the LPFM station was granted?	
LPFM Licenses Only: Does the assignment of the LPFM authorization satisfy the consideration restrictions of 47 CFR Section 73.865(a)(1)?	
LPFM Licenses Only: Were any of the LPFM authorizations that are subject to this application obtained through the Commission's point system for low power FM stations (see 47 CFR Section 73.872)?	
If yes to question above, have all such LPFM stations operated for at least four years since grant pursuant to the point system?" (options – Y/N. If Yes, nothing further required. No requires attachment as follows)"If no to new sub question, list pertinent authorizations in an Exhibit and include in the Exhibit a showing that the transaction is consistent with the requirements of 47 CFR Section 73.865(a)(3).	

#### Assignor Information

#### Assignor Name, Type, and Contact Information

Assignor	Type	Address	Phone	Email	FRN
<b>LANGER BROADCASTING GROUP, LLC</b> Doing Business As: LANGER BROADCASTING GROUP, LLC	Limited Liability Company	Alexander G. Langer C/o WSRO 100 Mount Wayte Ave Framingham, MA 01702 United States	+1 (617) 968-0963	alexglanger1@Gmail.com	0004974820

#### Assignor Contact Representatives (1)

Contact Name	Address	Phone	Email	Contact Type
<b>Allan G. Moskowitz, Esq. . Attorney</b> Allan G. Moskowitz, Esq.	Allan G. Moskowitz, Esq. 10845 TUCKAHOE WAY NORTH POTOMAC, MD 20878 United States	+1 (301) 908-4165	AMOSKOWITZ@AMOSKOWITZLAW.COM	Legal Representative

#### Assignor Legal Certifications

Section	Question	Response
<b>Agreements for Sale /Transfer of Station</b>	Assignor certifies that: (i) it has placed in Assignor's public inspection file(s) and submitted to the Commission as an Exhibit to this application copies of all agreements for the assignment /transfer of the station(s); (ii) these documents embody the complete and final understanding between Assignor and Assignee; and (iii) these agreements comply fully with the Commission's rules and policies	Yes



	If the transaction is involuntary, the Assignor certifies that court orders or other authorizing documents have been issued and that it has placed in the licensee's/permittee's public inspection file(s) and submitted to the Commission copies of such court orders or other authorizing documents.	
<b>Other Authorizations</b>	Please upload an attachment detailing the call signs, locations, and facility identifiers of all other broadcast stations in which assignee or any party to the application has an attributable interest.	
<b>Character Issues</b>	Assignor certifies that neither licensee/permittee nor any party to the application has or has had any interest in, or connection with: (a) any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application or (b) any pending broadcast application in which character issues have been raised	Yes
<b>Adverse Findings</b>	Assignor certifies that, with respect to the Assignor and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.	Yes
<b>Local Public Notice</b>	Assignor certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.	Yes
<b>Auction Authorization</b>	Assignor certifies that more than five years have passed since the issuance of the construction permit for the station being assigned, where that permit was acquired in an auction through the use of a bidding credit or other special measure.	N/A
<b>Anti-Discrimination Certification</b>	Assignor certifies that neither licensee/permittee nor any party to the application have violated the Commission's prohibition against discrimination on the basis of race, color, religion, national origin or sex in the sale of commercially operated AM, FM, TV, Class A TV or international broadcast stations.	Yes

#### Assignee Information

#### Assignee Name, Type, and Contact Information

Assignee	Type	Address	Phone	Email	FRN
Bob Bittner Broadcasting, Inc.	Corporation	Bob Bittner PO Box 308 Bath, ME 04530 United States	+1 (207) 443-6671	jibguy@aol.com	0003731585

#### Assignee Contact Representatives (1)

Contact Name	Address	Phone	Email	Contact Type
Allan G Moskowitz , Esq. . <i>Attorney</i>	Allan G Moskowitz 10845 TUCKAHOE WAY NORTH POTOMAC, MD 20878 United States	+1 (301) 908- 4165	AMOSKOWITZ@AMOSKOWITZLAW. COM	Legal Representative

**Changes in  
Interest (0)**

Party Name	Citizenship	Address	Phone	Email	Interest Before Assignment	Interest After Assignment
------------	-------------	---------	-------	-------	----------------------------	---------------------------

Empty

**Changes in  
Interest  
Certification**

Question	Response
----------	----------

Applicant certifies that equity and financial interests not set forth by the assignee are nonattributable.

**Parties to the  
Application (1)**

Party Name	Citizenship	Address	Phone	Email	Positional Interest
<b>Robert M. Bittner</b> <i>President</i> Bob Bittner Broadcasting, Inc..	United States	PO Box 308 Bath, ME 04530 United States	+1 (207) 443- 6671	jibguy@aol. com	<b>Positional Interest:</b> Officer  <b>Citizenship:</b> United States  <b>Percentage of Votes:</b> 100%  <b>Percentage of Total Assets:</b> 100%

**Parties to the  
Application  
Certification**

Question	Response
----------	----------

Applicant certifies that equity and financial interests not set forth by the assignee are nonattributable.

N/A

**Assignee Legal  
Certifications**

Section	Question	Response
<b>Agreements for Sale</b>	Assignee certifies that: (a) the written agreements in the Assignee's public inspection file and submitted to the Commission embody the complete and final agreement for the sale or transfer of the station(s); and (b) these agreements comply fully with the Commission's rules and policies.	Yes
<b>Other Authorizations</b>	Please upload an attachment detailing the call signs, locations, and facility identifiers of all other broadcast stations in which Assignee or any party to the application has an attributable interest.	
<b>Multiple Ownership</b>	Is the assignee or any party to the application the holder of an attributable radio or television joint sales agreement or an attributable radio or television time brokerage agreement with the station(s) subject to this application or with any other station in the same market as the station(s) subject to this application?	No
	Assignee certifies that the proposed assignment complies with the Commission's multiple ownership rules and cross-ownership rules.	Yes



	<p>Assignee certifies that the proposed assignment:</p> <p>(1) does not present an issue under the Commission's policies relating to media interests of immediate family members;</p> <p>(2) complies with the Commission's policies relating to future ownership interests; and</p> <p>(3) complies with the Commission's restrictions relating to the insulation and nonparticipation of non-party investors and creditors.</p>	Yes
	<p>Does the Assignee claim status as an "eligible entity," that is, an entity that qualifies as a small business under the Small Business Administration's size standards for its industry grouping (as set forth in 13 C.F.R. § 121-201), and holds</p> <p>(1) 30 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet; or</p> <p>(2) 15 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet, provided that no other person or entity owns or controls more than 25 percent of the outstanding stock or partnership interests; or</p> <p>(3) More than 50 percent of the voting power of the corporation that will own the media outlet (if such corporation is a publicly traded company)?</p>	No
	Does this assignment include a grandfathered cluster of stations?	No
	<p>Applicant certifies that it will come in compliance by divesting the necessary station(s) within 12 months of the consummation of this transaction to:</p> <p>A) An Eligible Entity (as defined in Item 6d, above).</p>	
	B) An Irrevocable Trust that will assign the station(s) to an Eligible Entity.	
	NCE Diversity of Ownership Points. Does the assignee or any party to the application have an attributable interest in an NCE FM or NCE TV station received through the award of "diversity of ownership" points in the point system analysis?	N/A
	If 'Yes,' the assignee certifies that (1) its attributable NCE FM or NCE TV station has been on the air for at least four years; and/or (2) none of the proposed assigned stations overlap the principal community contour of the NCE FM or NCE TV station received through the award of diversity points in the point system analysis (see 47 CFR Section 73.7005(c)).	
<b>Acquisition of Control</b>	Please upload an attachment listing the file number and date of grant of FCC Form 301, 314, or 315 application by which the Commission approved the qualifications of the individual or entity with a pre-existing interest in the licensee/permittee that is now acquiring control of the licensee/permittee as a result of the grant of this application.	

<b>Character Issues</b>	Assignee certifies that neither assignee nor any party to the application has or has had any interest in, or connection with: (a) any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or (b) any pending broadcast application in which character issues have been raised.	Yes
<b>Adverse Findings</b>	Assignee certifies that, with respect to the assignee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.	Yes
<b>Financial Qualifications</b>	Assignee certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the station(s) for three months.	Yes
<b>Program Service Certification</b>	Assignee certifies that it is cognizant of and will comply with its obligations as a Commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.	Yes
<b>Auction Authorization</b>	Assignee certifies that where less than five years have passed since the issuance of the construction permit and the permit had been acquired in an auction through the use of a bidding credit or other special measure, it would qualify for such credit or other special measure.	Yes
<b>Equal Employment Opportunity (EEO)</b>	If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.	N/A

### Assignee Alien Ownership

Question	Response
1) Is the applicant a foreign government or the representative of any foreign government as specified in Section 310(a) of the Communications Act?	No
2) Is the applicant an alien or the representative of an alien? (Section 310(b)(1))	No
3) Is the applicant a corporation, or non-corporate entity, that is organized under the laws of any foreign government? (Section 310(b)(2))	No
4) Is the applicant an entity of which more than one-fifth of the capital stock, or other equity or voting interest, is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any entity organized under the laws of a foreign country? (Section 310(b)(3))	No
5) Is the applicant directly or indirectly controlled by any other entity of which more than one-fourth of the capital stock, or other equity or voting interest, is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any entity organized under the laws of a foreign country? (Section 310(b)(4))	No
6) Has the applicant received a declaratory ruling(s) under Section 310(b)(4) of the Communications Act?	No
6a) Enter the citation of the applicable declaratory ruling by DA/FCC number, FCC Record citation, release date, or any other identifying information.	
7) Has there been any change in the applicant's foreign ownership since issuance of the declaratory ruling(s) cited in response to Question 6?	



8) Does the applicant certify that it is in compliance with the terms and conditions of the foreign ownership declaratory ruling(s) cited in response to Question 6?	
9) In connection with this application, is the applicant filing a foreign ownership Petition for Declaratory Ruling pursuant to Section 310(b)(4) of the Communications Act?	No

**Rebroadcast  
Certifications for  
W268CP**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	6251
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Assignee  
Certification**

Section	Question	Response
General Certification Statements	Assignee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	
	The Assignee certifies that neither the Assignee nor any other party to the application is subject to a denial of Federal benefits pursuant to §5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. This certification does not apply to applications filed in services exempted under §1.2002(c) of the rules, 47 CFR . See §1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification § 1.2002 (c). The Assignee certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.	

Authorized Party to Sign	<p><b>FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID</b></p> <p>Upon grant of this application, the Authorization Holder may be subject to certain construction or coverage requirements. Failure to meet the construction or coverage requirements will result in automatic cancellation of the Authorization. Consult appropriate FCC regulations to determine the construction or coverage requirements that apply to the type of Authorization requested in this application.</p> <p><b>WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, §1001) AND/OR REVOCATION OF ANY STATION AUTHORIZATION (U.S. Code, Title 47, §312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, §503).</b></p>	
	I certify that this application includes all required and relevant attachments.	Yes
	I declare, under penalty of perjury, that I am an authorized representative of the above-named applicant for the Authorization(s) specified above.	<p><b>Robert Bittner</b>  <i>President</i></p> <p>01/21/2021</p>

**Assignor  
Certification**

Section	Question	Response
General Certification Statements	Assignor certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignor further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	
	The Assignor certifies that neither the Assignor nor any other party to the application is subject to a denial of Federal benefits pursuant to §5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. This certification does not apply to applications filed in services exempted under §1.2002(c) of the rules, 47 CFR . See §1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification § 1.2002 (c). The Assignor certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.	



<b>Authorized Party to Sign</b>	<p><b>FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID</b></p> <p>Upon grant of this application, the Authorization Holder may be subject to certain construction or coverage requirements. Failure to meet the construction or coverage requirements will result in automatic cancellation of the Authorization. Consult appropriate FCC regulations to determine the construction or coverage requirements that apply to the type of Authorization requested in this application.</p> <p>WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, §1001) AND/OR REVOCATION OF ANY STATION AUTHORIZATION (U.S. Code, Title 47, §312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, §503).</p>	
	I certify that this application includes all required and relevant attachments.	Yes
	I declare, under penalty of perjury, that I am an authorized representative of the above-named applicant for the Authorization(s) specified above.	<b>Alexander G. Langer</b> <i>Member</i>  01/21/2021

## Attachments

File Name	Uploaded By	Attachment Type	Description	Upload Status
<a href="#">Bittner OBI.pdf</a>	Applicant	Assignee Legal Certifications	Bittner OBI	Done with Virus Scan and/or Conversion
<a href="#">Langer OBI -1-19-21.pdf</a>	Applicant	Assignor Legal Certifications	Laanger Broadcasting Group, LLC Other Broadcasts Interests	Done with Virus Scan and/or Conversion
<a href="#">Multiple own. - WBAS.pdf</a>	Applicant	Assignee Legal Certifications	Multiple Ownership Showing	Done with Virus Scan and/or Conversion
<a href="#">Translator Rebroadcast Certification.pdf</a>	Applicant	Assignee Legal Certifications	Translator Re-broadcast Certification	Done with Virus Scan and/or Conversion
<a href="#">WBAS ASSET PURCHASE AGREEMENT - Final.pdf</a>	Applicant	Assignor Legal Certifications	WBAS APA	Done with Virus Scan and/or Conversion
<a href="#">WBAS Executed APA Page.pdf</a>	Applicant	Assignee Legal Certifications	WBAS APA Signature page	Done with Virus Scan and/or Conversion

## ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (the "**Agreement**") is entered into this 19 day of January, 2021, by and between **BOB BITTNER BROADCASTING, INC.**, a Massachusetts corporation (the "**Buyer**"), and **LANGER BROADCASTING GROUP, LLC**, a Massachusetts limited liability company (the "**Seller**").

WHEREAS, Seller owns radio station WBAS, Facility ID No. 6251, West Yarmouth, Massachusetts and FM Translator W268CP, Facility ID No. 142210, West Yarmouth, Massachusetts, (the "**Stations**");

WHEREAS, Buyer desires to purchase from Seller substantially all of the assets used exclusively in the broadcast operations of the Station, and to obtain an assignment from Seller of all Federal Communications Commission (the "**FCC**") Licenses and Other Authorizations (each, as defined in Section 1.1) held in connection with the operation of the Stations, and Seller desires to sell such Assets to Buyer and to assign to Buyer all such FCC Licenses and Other Authorizations, all in accordance with and subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller (each a "**Party**" and together, the "**Parties**") agree as follows:

### 1. SALE AND PURCHASE OF ASSETS.

1.1. **Sale and Purchase of Assets.** Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, transfer, assign, grant and deliver to Buyer, and Buyer, in reliance on the representations, warranties and covenants of Seller, agrees to purchase, acquire and accept from Seller at the Closing (as defined in Section 11.1) to be held on the Closing Date (as defined in Section 11.1), all of Seller's right, title and interest in and to substantially all of the tangible and intangible assets owned by Seller and used or held for use exclusively in connection with the broadcast operations of the Stations and that are described in in this Section 1.1 (the "**Assets**");

(a) certain equipment, furnishings and other tangible personal property located at the Site, as specifically set forth on Schedule 1.1(a);

(b) all licenses, permits and other authorizations that have been or will be issued to Seller by the FCC exclusively for the operation of the Stations, including any renewals thereof or any pending applications therefor, each as set forth on Schedule 1.1(b) ("**FCC Licenses**") and, to the extent they are assignable, all other licenses, permits, franchises, authorizations and other similar rights issued by any federal, state or local governmental authority held by Seller exclusively for the Stations broadcast facilities (collectively, "**Other Authorizations**");

(c) all engineering and other books, papers, files, correspondence and records pertaining to the broadcast operations of the Stations, including the log books, FCC-required local public inspection and political files, copies of all filings and correspondence with the FCC that are in the possession of Seller, but excluding Seller's corporate and financial records or other records not pertaining to such broadcast operations of the Stations; and



(d) all goodwill related to the Stations.

**1.21 Excluded Assets.** The Assets shall not include the Site or any of the items listed on Schedule 1.2 (the "**Excluded Assets**").

2. **PURCHASE PRICE; PAYMENT; ASSUMPTION OF LIABILITIES**

2.1. **Purchase Price.** In consideration of the sale and transfer of the Assets, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of One Hundred Thousand Dollars (\$100,000.00) (the "**Purchase Price**"), to be paid by Buyer by a check or wire transfer upon Closing (as hereafter defined).

2.2 **No Assumed Liabilities.** Buyer shall not and does not assume any liability or obligation of Seller, fixed or contingent, disclosed or undisclosed, including without limitation, lease or contractual obligations, employment contracts or commitments, obligations to employ any employee of Seller or for pensions, severance or other employee benefit plans, programs or practices, tax liabilities, unfulfilled barter liabilities or trade agreements, and any other claims against Seller of any kind or nature, except as set forth in Schedule 2.3.

3. **REPRESENTATIONS AND WARRANTIES BY SELLER.** Seller represents and warrants to Buyer as follows:

3.1. **Organization and Standing.** Seller is a limited liability company duly organized, validly existing and in good standing under the laws of Massachusetts and is duly qualified to do business as a foreign entity and in good standing in Massachusetts. Seller has the requisite power and authority to own and operate the Assets, to carry on its business with regard to the Stations as now conducted, and to enter into and perform the terms of this Agreement and to consummate the transactions contemplated by this Agreement.

3.2. **Authorization.** The execution and delivery by Seller of this Agreement, and the consummation of the transactions contemplated by this Agreement, have been duly and validly authorized by all necessary action on the part of Seller. This Agreement constitutes, and upon their execution and delivery by Seller will constitute, valid and binding agreements and obligations of Seller, enforceable against Seller in accordance with their respective terms, except as the enforceability thereof may be affected by bankruptcy, insolvency or similar laws affecting creditors' rights generally or court applied equitable remedies.

3.3. **No Conflict or Breach; Third Party Consents.** The execution and delivery by Seller of this Agreement the fulfillment of and the compliance with the respective terms and provisions of this Agreement and the consummation of the transactions contemplated by this Agreement will not: (i) conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of Seller's limited liability company charter or bylaws; (ii) conflict with or constitute a violation of (with



or without the giving of notice or the lapse of time or both) any law, ordinance, regulation, order, award, judgment, injunction or decree of any legislative body, court, governmental or regulatory authority or arbitrator that is applicable or relates to Seller or the Assets; or (iii) in any material respect, (A) violate or conflict with, (B) constitute a default under, (C) result in a breach, acceleration or termination of any provision of, (D) require the consent of any third party under, or (E) result in the creation of any Encumbrance upon any of the Assets pursuant to, any contract, agreement, commitment, indenture, or other instrument or obligation to which Seller is a party or by which Seller is bound or to which any of the Assets may be subject.

3.4. **Governmental Consents.** Except for the consent of the FCC to the assignment of the FCC Licenses (the "**FCC Consent**") neither the execution and delivery of this Agreement by Seller nor the consummation by Seller of the transactions contemplated hereby, nor compliance by Seller with any provisions of this Agreement or the Ancillary Agreements will require any filing with, or the obtaining of any permit, authorization, consent or approval of, any governmental or regulatory authority by Seller.

3.5. **Litigation; Compliance with Law.** Except for proceedings (a) related to the FCC Application (as defined in Section 5) and (b) generally applicable to the broadcast industry as a whole and not related solely to Seller, the Assets or the operations of the Stations, there is no action, suit, investigation, claim, arbitration, proceeding or litigation pending or, to the knowledge of Seller, threatened against or involving Seller, the Assets or the operations of the Stations, at law or in equity, or before or by any court, arbitrator or governmental authority. Seller has not operated the Station under or subject to any order, judgment, decree or injunction of any court, arbitrator or governmental authority. To the knowledge of Seller, Seller has complied in all material respects and is in compliance in all material respects with all laws, ordinances and regulations applicable to the Assets and to the business of Seller regarding the Station.

3.6. **Title to Assets.** Seller shall have good and valid title to all of the Assets, free and clear of encumbrances on the Closing Date, after any lender's lien is satisfied, released and paid at the Closing.

3.7. **Condition of Tangible Assets.** Except for the representations and warranties of Seller expressly set forth in this Agreement, Buyer shall purchase the Assets in "good operating condition" on the Closing Date.

3.8. **FCC Licenses and Operation of the Station.** Schedule 1.1(b) contains a true and complete list of all FCC Licenses and material Other Authorizations and any pending applications for any FCC Licenses or Other Authorizations. The FCC Licenses and Other Authorizations set forth on Schedule 1.1(b) are valid and in full force and effect and there are no orders, or to Seller's knowledge no complaints, proceedings or investigations pending or threatened, that could result in the revocation, suspension or limitation of the FCC Licenses or Other Authorizations, nor is there to Seller's knowledge, any existing state of facts that could reasonably be expected to serve as the basis therefor under laws and regulations in effect on the Closing Date. To Seller's knowledge, the FCC Licenses and Other Authorizations comprise all of the federal, state, local or municipal governmental authorizations needed for the lawful conduct of the Station business as currently conducted. Except as specified in the FCC Licenses and Other Authorizations set forth on Schedule 1.1(b), the FCC Licenses and Other Authorizations are not subject to any restrictions or conditions that would limit the operations of the Station as presently conducted. The FCC Licenses expire on the dates set forth on Schedule 1.1(b), and Seller has no reason to believe that, should Seller continue to hold the FCC Licenses, any of them would not be renewed or has any knowledge that any person or entity intends to oppose any such renewal. To Seller's knowledge, there are not any unsatisfied or otherwise outstanding citations issued by the FCC with respect to the Station or their operations.



3.9. **Reports and Records.** All material returns, reports and statements relating to the Station currently required to be filed by Seller with the FCC, and any material returns, reports and statements relating to the Stations currently required to be filed by Seller with any other governmental instrumentality have been, or prior to the Closing Date shall be, filed and complied with in all material respects and are true, correct and complete in all material respects, and true, correct and complete copies thereof have been made available for inspection by Buyer. All material items required by the FCC to be placed in the local public inspection file of the Station have been placed in such file and are in the possession or control of Seller, and all such items are true, correct, and complete in all material respects.

3.10. **Taxes.** Seller has paid and discharged all taxes, assessments, excises and other levies relative to the Assets, which if due and not paid, would interfere with Buyer's full use of the Assets conveyed hereunder, excepting such taxes, assessments and other levies that will not be due until or after the Closing Date or that will be prorated between Seller and Buyer.

4. **REPRESENTATIONS AND WARRANTIES BY BUYER.**  
Buyer represents, warrants, and covenants to Seller as follows:

4.1. **Organization and Standing.** Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Massachusetts, and is duly qualified to do business and in good standing in Massachusetts. Buyer has all requisite power and authority to enter into, execute and deliver this Agreement, and to perform and comply with all of the terms, covenants and conditions to be performed or complied with by Buyer in this Agreement, and to consummate the transactions contemplated by this Agreement.

4.2. **Authorization.** The execution and delivery by Buyer of this Agreement, and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary action on the part of Buyer. This Agreement constitutes a valid and binding agreement and obligation of Buyer, enforceable against Buyer in accordance with its respective terms, except as the enforceability thereof may be affected by bankruptcy, insolvency or similar laws affecting creditors' rights generally or court applied equitable remedies.

4.3. **No Conflicts or Breach; Consents.** The execution and delivery by Buyer of this Agreement, the fulfillment of and compliance with the respective terms and provisions of this Agreement, and the consummation of the transactions contemplated by this Agreement will not: (i) conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of Buyer's articles of incorporation or by-laws; (ii) conflict with or constitute a violation of (with or without the giving of notice or the lapse of time or both), any law, ordinance, regulation, order, award, judgment, injunction or decree of any legislative body, court, governmental or regulatory authority or arbitrator that is applicable to or relates to Buyer or any of Buyer's operations or assets; or (iii) violate or conflict with, constitute a default under, result in a breach, acceleration or termination of any provision of, or require the consent of any third party under, any agreement, instrument, license or permit to which Buyer is a party or by which Buyer may be bound, such that Buyer could not acquire the Assets pursuant to the terms of this Agreement or operate the Station after Closing.

4.4. **Governmental Consents.** Except for the FCC Consent, neither the execution and delivery of this Agreement by Buyer nor the consummation by Buyer of the transactions contemplated hereby, nor compliance by Buyer with any provisions of this Agreement or the Ancillary Agreements will require any filing with, or the obtaining of any permit, authorization, consent or approval of, any governmental or regulatory authority by Buyer.



4.5. **Qualifications.** Buyer is not aware of any facts that would, under present law (including the Communications Act of 1934, as amended) and present rules, regulations, policies and practices of the FCC, form the basis for a determination by the FCC that Buyer is not qualified to become the licensee of the Station and, the assignee of the FCC Licenses, and the owner and/or operator of the Station or the Assets, and Buyer will not take, or unreasonably fail to take, any action that would cause such non-qualification.

4.6. **Funding.** Buyer has cash available sufficient to enable it to consummate the transactions contemplated by this Agreement and pay all related fees and expenses for which Buyer will be responsible and will, from time to time, provide assurances and information to Seller as shall reasonably be requested by Seller that it will have such financial capability on the Closing Date and thereafter until Seller has been paid in full under this Agreement.

4.7. **Litigation.** Except for administrative rule making or other proceedings of general applicability to the broadcast industry, there is no action, suit, investigation, claim, arbitration, litigation or proceeding pending or, to the knowledge of Buyer, threatened against Buyer that would adversely affect Buyer's ability to carry out its obligations under this Agreement.

5. **APPLICATION FOR FCC CONSENT.** As promptly as practicable after the date hereof, but no later than five (5) business days after the date hereof, Seller and Buyer shall take all steps reasonably necessary to file and shall participate in the filing of, an application with the FCC requesting its consent to the assignment of the FCC Licenses for the Station from Seller to Buyer (the "**FCC Application**"). Seller and Buyer will diligently take and fully cooperate in the taking of, all necessary and proper steps, and provide any additional information reasonably requested in order to obtain promptly the requested consent and approval of the FCC Application; provided that neither Party shall have any obligation to take any steps that could have a material adverse effect on such Party or the operation of the Station to satisfy complainants, if any, or to participate in any evidentiary hearing.

6. **TERMINATION; EFFECTS OF TERMINATION.**

6.1. **Termination.** This Agreement may be terminated and the transactions contemplated hereby may be abandoned as follows:

(a) By Seller or Buyer if the Closing shall not have occurred within six (6) months of the date of this Agreement (unless extended by the Parties' mutual agreement); provided, however, that Buyer's right to terminate this Agreement under this Section 6.1(b) shall be suspended if the Buyer fails to fulfill any material obligation under this Agreement or the Closing shall not have occurred due to no fault or cause of the Seller;

(b) By Seller, upon notice to Buyer, if the FCC Application is not filed (together with the applicable fees) on or before the tenth (10<sup>th</sup>) day after the date hereof; provided that Seller has provided its portion of the FCC Application and all necessary information in connection therewith;

(c) By Buyer if the FCC issues a non-appealable order in connection with the FCC Application, with conditions that are materially adverse to Buyer or that materially diminish the operating rights with respect to the Stations, except for such conditions that are accepted by Buyer in writing;



(d) By Buyer or Seller as set forth in Section 14, and if such event is no fault of or caused by the Seller;

(e) By Seller or Buyer if any court of competent jurisdiction in the United States or other United States governmental body shall have issued an order, decree or ruling, or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated hereby, and if such event is no fault of or caused by the Seller;

(f) By Seller, upon notice to Buyer, upon a material breach of any representation, warranty or covenant of Buyer contained in this Agreement, provided (i) that Seller is not then in default of any of its obligations under this Agreement, and (ii) that such breach is not cured within thirty (30) days after the giving of written notice thereof by Seller to Buyer ("**Buyer's Cure Period**"); provided however, if such breach cannot be reasonably cured within Buyer's Cure Period and Buyer promptly commences diligent efforts to cure, then Buyer's Cure Period shall be extended so long as Buyer continues such diligent efforts, but not beyond the latest date that the Closing Date could occur under Section 11.1 if such breach had never occurred; and

(g) By Buyer, upon notice to Seller, upon a material breach of any representation, warranty or covenant of Seller contained in this Agreement, provided (i) that Buyer is not then in default of any of its obligations under this Agreement, and (ii) that such breach is not cured within thirty (30) days after the giving of written notice thereof by Buyer to Seller ("**Seller's Cure Period**"); provided however, if such breach cannot be reasonably cured within Seller's Cure Period and Seller promptly commences diligent efforts to cure, then Seller's Cure Period shall be extended so long as Seller continues such diligent efforts, but not beyond the latest date that the Closing Date could occur under Section 11.1 if such breach had never occurred.

(h) By Buyer, without any penalty or adverse action to Buyer, if Seller does not satisfy Section 9.4.

Any termination of this Agreement pursuant to this Section 6.1 shall be made by written notice of termination following the occurrence of the applicable event.

6.2. **Effects of Termination.** If this Agreement is terminated pursuant to Sections 6.1(a) through 6.1(h), neither Party shall have any liability to the other; this Agreement in its entirety shall be deemed null, void and of no further force and effect (except for the provisions of Sections 16 and 18, which shall survive such termination).

7. **COVENANTS AND AGREEMENTS OF SELLER.** Seller covenants and agrees with Buyer as follows:

7.1. **Negative Covenants.** Except as otherwise contemplated by this Agreement, pending and prior to the Closing, Seller shall not without the prior written approval of Buyer do or agree to do any of the following in connection with Seller's operation of the Station:

(a) **Dispositions.** Sell, assign, lease or otherwise transfer or dispose of any Asset, other than dispositions in the ordinary course of business;

(b) **Contracts.** Enter into any contracts, leases, commitments, understandings, licenses, or other agreements relating exclusively to the Station or incur any obligation or liability (contingent or absolute) relating exclusively to the Station; provided, however, that Seller may enter into



such other contracts, leases, commitments, understandings, licenses or other agreements in the ordinary course of business at the Station consistent with Seller's past business practices at the Station and with customary practices in the radio broadcast industry, so long as such contracts, leases, commitments understandings, licenses or other agreements are terminable by Seller on thirty (30) days' notice without further liability therefor;

(c) Material Adverse Actions. Intentionally do or omit to do any act (or permit such action or omission) that would be reasonably expected to have a material adverse effect on the Assets;

(d) Actions Affecting Licenses, Other Authorizations. Intentionally take any action that would be reasonably expected to jeopardize the validity or enforceability of or rights under the FCC Licenses or the Other Authorizations; and

7.2. **Affirmative Covenants.** Pending and prior to the Closing, Seller shall:

(a) Preserve Existence. Preserve Seller's corporate existence intact as of the Closing;

(b) Compliance with FCC Rules and Regulations. In connection with Seller's operation of the Station, comply in all material respects with all applicable rules and regulations of the FCC and with all material rules and regulations of any other governmental authority having jurisdiction over Seller in connection with its operation of the Station;

(c) Access. Upon reasonable notice of no less than twenty-four (24) hours, give Buyer and Buyer's authorized representatives reasonable access to the Assets;

(d) Violations. If Seller receives notice of or becomes aware of any material violation with respect to or affecting the FCC Licenses or the Other Authorizations, notify Buyer and use commercially reasonable efforts to correct all such violations prior to the Closing; and

(e) Notification. Notify Buyer of any complaints, investigations, hearing or any material litigation pending or threatened against the Station or any material damage to or destruction of any assets included or to be included in the Assets.

8. **COVENANTS AND AGREEMENTS OF BUYER.** Buyer covenants and agrees with Seller as follows:

8.1. **Negative Covenants.** Pending and prior to the Closing, Buyer will not take, or fail to take, any action that could be reasonably expected to disqualify Buyer as an assignee of the FCC Licenses, or as owner or operator of the Station and the Assets.

8.2. **Corporate Action.** Prior to the Closing, Buyer shall (i) take all necessary corporate action under federal law and under the law of any state having jurisdiction over Buyer to effectuate the transactions contemplated by this Agreement and (ii) notify Seller of any litigation or administrative proceeding pending or, to Buyer's knowledge, threatened against Buyer that challenges the transactions contemplated hereby.

8.3. **Qualifications.** In the event Buyer becomes aware of any facts or circumstances that might cause it to become unqualified to hold the FCC License for the Station, it will promptly notify



Seller in writing thereof and use its reasonable best efforts to prevent and/or cure any such non-qualification or disqualification.

9. **CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE.** The obligations of Buyer to purchase the Assets and to proceed with the Closing are subject to the satisfaction at or prior to the Closing of each of the following conditions (unless waived in writing by Buyer):

9.1. **Representations and Covenants.** The representations and warranties of Seller made herein or in any schedule, agreement or instrument called for hereunder shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the Closing Date as though such representations and warranties were made on and as of such date; and Seller shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Seller prior to the Closing.

9.2. **Legal Proceedings.** No proceeding by or before any governmental authority shall have been instituted (and not subsequently dismissed, settled or otherwise terminated) that would (a) restrain, prohibit or invalidate the transactions contemplated by this Agreement, or (b) impose material restrictions, limitations or conditions with respect to Buyer's ownership of the Station or the Assets, other than an action or proceeding that is instituted or threatened by Buyer or is solicited or encouraged by, or instituted as a result of any act or omission of Buyer.

9.3. **FCC Consent.** The FCC shall have granted the FCC Consent without any conditions or modifications that are materially adverse to Buyer's operation of the Station or that materially diminish the rights of a licensee with respect to the Station (except for any such conditions that are accepted by Buyer in writing), and no complaint, petition, protest, appeal, request or other filing shall be pending or, based upon Buyer's reasonable determination, threatened with respect to the FCC Consent.

9.4. **Tower Lease.** Seller, Buyer and Tower Lessor shall have executed an "Agreement & Consent Regarding Assignment of Lease Agreement" affording Buyer the same or nearly identical lease terms for the Stations to that of the Third Amendment to Lease Agreement, dated April 2, 2020, to the Lease Agreement, dated August 16, 1996, between Crown Castle Towers 06-2 LLC and Seller or its predecessor in interest within 20 days of FCC Consent.

10. **CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE.** The obligations of Seller to sell, transfer, convey and deliver the Assets and to proceed with the Closing are subject to the satisfaction at or prior to the Closing of each of the following conditions (unless waived in writing by Seller):

10.1. **Representations and Covenants.** The representations and warranties of Buyer made herein or in any agreement or instrument called for hereunder shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the Closing Date as though such representations and warranties were made on and as of such date; and Buyer shall have performed and complied in all material respects with all covenants and agreements required to be performed or complied with by Buyer prior to the Closing.

10.2. **Legal Proceedings.** No proceeding by or before any governmental authority shall have been instituted or threatened in a writing to Buyer or Seller (and not subsequently dismissed, settled



or otherwise terminated) that would restrain, prohibit or invalidate the transactions contemplated by this Agreement, other than an action or proceeding that is instituted or threatened by Seller or is solicited or encouraged by, or instituted as a result of any act or omission of Seller.

10.3. **FCC Consent.** The FCC shall have granted the FCC Consent without any conditions or modifications that are materially adverse to Seller, and no complaint, petition, protest, appeal, request or other filing shall be pending or, based upon Seller's reasonable determination, threatened with respect to the FCC Consent.

## 11. **THE CLOSING; CLOSING DATE.**

11.1. **Closing.** The closing of the sale and purchase of the Assets as contemplated hereby (the "**Closing**") shall be held on a date to be agreed upon by Buyer and Seller, but in no event more than ten (10) business days following the date the FCC Consent has become final (the "**Closing Date**"). The effective time of the Closing shall be 12:01 a.m. Station's local time on the Closing Date (the "**Effective Time**"). The Closing shall take place on a date and time mutually acceptable to the Parties, with all documents that are to be delivered by Buyer and Seller at the Closing to be delivered to the other Party's respective counsel prior to the Closing Date, and held in escrow by such counsel until the Closing is effected. For purposes of clarification only, and without affecting the terms and conditions of this Agreement, including the conditions to Closing, at Closing (unless otherwise agreed to by the Parties), in addition to any other actions provided for under this Agreement: Buyer shall pay the Purchase Price (plus or minus the adjustments provided for under this Agreement), and upon confirmation of receipt of the Purchase Price by Seller, signature pages to the closing documents provided hereunder shall be released by Seller.

11.2. **Delivery by Seller.** At or before the Closing, Seller shall deliver to Buyer:

(a) **Transfer Documents.** (i) a bill of sale conveying to Buyer the tangible personal property included in the Assets, in substantially the form attached as Exhibit A, executed by Seller and (ii) an Assignment and Assumption of FCC Licenses and Other Authorizations, in substantially the form attached as Exhibit B (the "**FCC Licenses Assignment Agreement**"), executed by Seller.

11.3. **Delivery by Buyer.** At or before the Closing, Buyer shall deliver to Seller:

(a) **Purchase Price Payment.** The cash due at Closing.

(b) **Transfer Documents.** One (1) original counterpart signature page to each of (i) The FCC Licenses Assignment Agreement, executed by Buyer and (ii) the Closing Statement, executed by Buyer.

12. **POSSESSION AND CONTROL.** Between the date of this Agreement and the Closing, Buyer shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct, the operation of the Station, and such operation, including complete control and



supervision of the Station's programming, personnel and finances, shall be the sole responsibility of Seller; provided, however, that Buyer shall be entitled to inspect the Assets as provided in Section 7.2 with the purpose that an uninterrupted and efficient transfer of ownership may be accomplished

13.

### **RISK OF LOSS.**

13.1. The risk of loss or damage by fire or other casualty or cause to the Assets until the Closing shall be borne by Seller. In the event of a "material" (as defined in Section 14.2) loss or damage prior to the Closing, Seller shall notify Buyer within fifteen (15) business days after the occurrence of such material loss or damage that Seller either (a) elects to promptly restore, replace or repair the damaged assets to their previous condition at Seller's sole cost and expense (a "**Restoration Election**") or (b) makes an offer to reduce the Purchase Price to reflect Seller's estimate of the reduction in value caused by such material loss or damage ("**Reduction Offer**"). Within ten (10) business days after receiving Seller's notice (or if Seller fails to provide the notice required in the second sentence of this Section 14.1), Buyer shall have the right to (x) terminate this Agreement, (y) accept the Reduction Offer, in which case the Purchase Price shall be so reduced and the Closing shall proceed as set forth in this Agreement, or (z) if Seller makes a Restoration Election, defer the Closing Date until such restorations, replacements or repairs are made (provided that no such deferral shall affect the rights of the Parties to terminate this Agreement pursuant to Section 6). If Buyer defers the Closing Date and (i) if, on the date that would have been the Closing Date if no loss or damage had occurred or within thirty (30) days after the date that would have been the Closing Date (if, but only if, such loss or damage occurs within thirty (30) days prior to such date that would have been the Closing Date), Seller has not commenced, or made arrangements for, restoration, replacement or repair, or (ii) if, one hundred twenty (120) days after the event of such loss or damage, such restoration, replacement or repair is not completed, Buyer may, at its sole option, terminate this Agreement by written notice to Seller.

13.2. For purposes of this Section 14 only, loss or damage shall be deemed "material" if the cost to repair, replace, or restore the lost or damaged Assets exceeds Twenty-Five Thousand Dollars (\$25,000) or if it would prevent the Station from operating at its full licensed parameters for longer than 48 hours. In the event of a loss or damage to the Assets prior to the Closing that does not qualify as material hereunder, the Purchase Price shall be reduced by the cost to repair, replace or restore the lost or damaged Assets; provided however, that nothing in this Section 14 shall affect Buyer's rights under Section 9.

13.3. If the Parties are unable to agree upon the extent of any loss or damage, the cost to repair, replace or restore any lost or damaged property, the adequacy of any repair, replacement, or restoration of any lost or damaged property, or any other matter arising under this Section 14, the disagreement shall be referred to a qualified member of the Association of Federal Communications Consulting Engineers mutually acceptable to Seller and Buyer whose decision shall be final, and whose fees and expenses shall be paid one-half by Seller and one-half by Buyer.

### 14. **INDEMNIFICATION.**

14.1. **Indemnification by Seller.** Subject to the conditions and provisions of this Section 14.1 and Section 14.3 and commencing at the Closing, Seller agrees to indemnify, defend and hold harmless Buyer, its subsidiary, related and affiliated companies, from and against all claims, actions, causes of action, suits, losses, damages, liabilities, costs and expenses (including with respect to Claims (as defined in Section 15.3) only, reasonable attorneys' fees and disbursements) (collectively "**Losses**") asserted against, imposed upon or incurred by Buyer, directly or indirectly, by reason of or resulting from: (a) any liability or obligation of or claim against Seller not expressly assumed by Buyer hereunder or under any Ancillary Agreement involving events or circumstances occurring prior to the Closing Date, arising out of,



relating to or resulting from the Assets or Seller's operation of the Station; or (b) any misrepresentation or breach of the representations and warranties of Seller contained in or made pursuant to this Agreement. With respect to indemnity claims arising pursuant to Section 15 above, Buyer shall be entitled to indemnification from Seller under such subsection only to the extent that the aggregate of all indemnity payments that would otherwise be payable to Buyer hereunder exceeds Twenty Five Thousand Dollars (\$25,000) (the "**Threshold**"), at which time only claims in excess of the Threshold shall be recoverable; provided, however, that in no event shall Seller's aggregate liability under subsection (b) above exceed the Purchase Price.

14.2. **Indemnification by Buyer.** Subject to the conditions and provisions of this Section 14.2 and Section 14.3 commencing at the Closing, Buyer hereby agrees to indemnify, defend and hold harmless Seller, its subsidiary, related and affiliated companies from and against all Losses asserted against, imposed upon or incurred by Seller, directly or indirectly, by reason of or resulting from: (a) any Claims involving events or circumstances occurring on or after the Closing Date arising out of, relating to or resulting from the Assets or Buyer's business or its operation of the Station; or (b) any misrepresentation or breach of the representations and warranties of Buyer contained in or made pursuant to this Agreement. With respect to indemnity claims arising pursuant to subsection (b) above, Seller shall be entitled to indemnification from Buyer under such subsection only to the extent that the aggregate of all indemnity payments that would otherwise be payable to Seller hereunder exceeds the Threshold, at which time only claims in excess of the Threshold shall be recoverable; provided, however, that in no event shall Buyer's aggregate liability under subsection (b) above exceed the Purchase Price.

14.3. **Conditions of Indemnification.** The obligations and liabilities of Seller and of Buyer hereunder with respect to their respective indemnities pursuant to this Section 14, resulting from any claim or other assertion of liability by third parties ("**Claims**"), shall be subject to the following terms and conditions:

(a) Any Party seeking indemnification under this Section 14, may only assert their respective indemnity up to six (6) months after the Closing Date and thereafter any such claims for indemnification shall be forever banned.

(b) The Party seeking indemnification (the "**Indemnified Party**") must give the other Party (the "**Indemnifying Party**") notice of any such Claim promptly after the Indemnified Party receives notice thereof; provided that the failure to notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that it may have to the Indemnified Party except to the extent that the Indemnifying Party demonstrates that the defense of such action is prejudiced by the Indemnified Party's failure to give such notice. Any notice of a Claim shall be accompanied by evidence demonstrating the Indemnified Party's right or possible right to indemnification, including copies of supporting documents relevant thereto.

(c) The Indemnifying Party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense of such Claim.

(d) In the event that the Indemnifying Party shall elect not to undertake such defense, or within ten (10) business days after notice of any such Claim from the Indemnified Party shall fail to defend, the Indemnified Party (upon further written notice to the Indemnifying Party) shall have the right to undertake the defense, compromise or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the Indemnifying Party (subject to the right of the Indemnifying Party to assume defense of such Claim at any time prior to settlement, compromise or final determination thereof).



(e) Notwithstanding anything in this Section 14.3 to the contrary: (i) if there is a reasonable probability that a Claim may materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, then the Indemnified Party shall have the right, at its own cost and expense, to participate in the defense, compromise or settlement of the Claim; (ii) the Indemnifying Party shall not, without the Indemnified Party's written consent, settle or compromise any Claim or consent to entry of any judgment that does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect of such Claim; and (iii) in the event that the Indemnifying Party undertakes defense of any Claim, the Indemnified Party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the Indemnifying Party and its counsel or other representatives concerning such Claim, and the Indemnifying Party and the Indemnified Party and their respective counsel or other representatives shall cooperate with respect to such Claim.

(f) After the Closing, the rights of the Parties under this Section 14 shall be the sole and exclusive remedy of the Parties for the matters described in Sections 14.1 and 14.2; provided however, that the foregoing limitation shall not apply to fraud.

15. **SPECIFIC PERFORMANCE.** Seller acknowledges that the Assets to be sold and delivered to Buyer pursuant to this Agreement are unique and that Buyer has no adequate remedy at law if Seller shall fail to perform its obligations to proceed to the Closing hereunder. Buyer shall therefore be entitled, in addition to any other remedies that may be available to it, to obtain specific performance of the terms of this Agreement prior to Closing. If any action is brought by Buyer to enforce this Agreement prior to Closing, Seller shall waive the defense that there is an adequate remedy at law.

16. **FURTHER ASSURANCES.** Each of the Parties agrees that it will, at any time, prior to, at or after Closing, take or cause to be taken such further actions, and execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and obtain such consents, as may reasonably be necessary or reasonably requested in connection with the consummation of the purchase and sale contemplated by this Agreement or in order to fully effectuate the purposes, terms and conditions of this Agreement. In the event that Buyer receives any correspondence, checks or other remittances on or after the Closing Date in respect of the Excluded Assets, Buyer shall promptly deliver over to Seller all such correspondence, checks and other remittances. In the event that Seller receives any correspondence, checks or other remittances on or after the Closing Date in respect of Buyer's operation of the Station or the Assets, Seller shall promptly deliver over to Buyer all such correspondence, checks and other remittances.

17. **PUBLIC ANNOUNCEMENTS.** On and after the date hereof and through the Closing Date, the Parties shall consult with each other before issuing any press release or otherwise making any public statements with respect to this Agreement or the transactions contemplated hereby, and neither Party shall issue any press release or make any public statement prior to obtaining the other Party's written approval, which approval shall not be unreasonably withheld, except that no such approval shall be necessary in connection with the FCC Application or to the extent disclosure may be required by applicable law or any securities exchange listing agreement.

18. **BROKERS.** Each of Seller and Buyer represents to the other that it has not retained any broker or person in connection with the transactions contemplated by this Agreement. Seller and Buyer agrees to indemnify the other against any claims asserted against Buyer or Seller for any such fees or commissions by any person purporting to act or to have acted for or on behalf of Seller or



Buyer. Notwithstanding any other provision of this Agreement, this representation and warranty shall survive the Closing Date without limitation.

19. **EXPENSES.** Except as otherwise provided in this Section 20, each Party shall pay its own expenses incurred in connection with this Agreement and in the preparation for and consummation of the transactions provided for herein; except that Buyer will pay the legal expenses involved in the first draft of the instant Agreement. Seller and Buyer shall share equally (i) any fees assessed by the FCC in connection with the filings contemplated by this transaction; provided that Buyer shall pay all such fees to the FCC and Seller shall reimburse Buyer for such fees by deducting one-half of such fees (the "**Seller FCC Fees**") from the Purchase Price payment to be delivered by Buyer to Seller at Closing pursuant to Section 11.3(a) and (ii) all state and local sales or use, stamp or transfer, grant and other similar taxes payable in connection with the consummation of the transactions contemplated by this Agreement. Seller and Buyer will cooperate with each other to minimize such taxes.

20. **SCHEDULES AND EXHIBITS.** Any item set forth on or in any Schedule to this Agreement shall be incorporated by reference into this Agreement. Any information disclosed in any Schedule shall be deemed to have been disclosed pursuant to all other Schedules to this Agreement.

21. **NOTICES.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally or if by email, (b) on the first business day following the date of dispatch if delivered utilizing a next-day service by a recognized overnight courier or (c) on the earlier of confirmed receipt or the fifth (5<sup>th</sup>) business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

**If to Seller:**

Alexander G. Langer  
Langer Broadcasting Group, LLC  
c/o 100 Mount Wayte Avenue  
Framingham, MA 01702

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

Allan G. Moskowitz, Esq.  
10845 Tuckahoe Way  
North Potomac, MD 20878

**If to Buyer:**

Robert Bittner  
Bob Bittner Broadcasting, Inc.  
P.O. Box 308  
Bath, ME 04530

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

Allan G. Moskowitz, Esq.  
10845 Tuckahoe Way  
North Potomac, MD 20878



22. **WAIVER.** Except as otherwise provided in this Agreement, no delay or failure on the part of any Party in exercising any right, power or privilege under this Agreement or under any other instrument or document given in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of any such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any Party unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

23. **ASSIGNMENT AND BENEFIT.** No Party shall assign this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the non-assigning Party; and any purported assignment contrary to the terms hereof shall be null, void and of no force and effect. In no event shall any assignment by either Party of its respective rights and obligations under this Agreement, whether before or after the Closing, release that Party from its liabilities hereunder. No person or entity other than the Parties is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the Parties, and the covenants and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties or their respective successors and assigns as permitted hereunder.

24. **CONSTRUCTION.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, excluding the conflicts of law principles thereof. Any reference to an article, section or subsection shall be to a provision of this Agreement, unless specifically stated otherwise.

25. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement, including the Schedules and Exhibits hereto and other instruments and documents referred to or delivered, contain the entire agreement among the Parties with respect to the subject matter and supersede all prior oral or written agreements, commitments or understandings with respect to such matters. No amendment, modification or discharge of this Agreement shall be valid or binding unless in writing and executed by Buyer and Seller.

26. **HEADINGS.** The headings of the sections and subsections contained in this Agreement are inserted for convenience only and do not form a part or affect the meaning, construction or scope of the sections and subsections.

27. **SIGNATURES.** This Agreement may be executed by facsimile or electronically delivered signature, which shall constitute an original signature for all purposes. This Agreement may be executed in separate counterparts, none of which need contain the signature of all Parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than the number of counterparts containing the respective signatures of, or on behalf of, all of the Parties.



**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be duly executed and delivered in its name on its behalf, all as of the day and year first above written.

**SELLER:**

**LANGER BROADCASTING GROUP, LLC., a  
Massachusetts limited liability company**

By: Alexander G. Langer  
Name: Alexander G. Langer  
Its: Managing Member

**BUYER:**

**BOB BITTNER BROADCASTING CO, a  
Massachusetts corporation**

By: Robert Bittner  
Name: Robert Bittner  
Its: President



**Schedule 1.1(a)**

**Description of Assets**

<b>ITEM DESCRIPTION</b>	
Harris DAX-1 AM Transmitter	
Harris Gates One AM Transmitter	
Broadcast Electronics STXe500 FM Transmitter	
Orban Optimod 9200 AM Audio Processor	
Invonics David IV FM Audio Processor	
AM Dummy Load	
SAGE ENDEC EAS Unit	
Gentner GSC3000 Transmitter Control Unit	
Cablewave foam -dielectric coax FM Antenna Cables	
Nicom BKG&&FM Antenna	
Spare parts	



**Schedule 1.1(b)**

**FCC Licenses and Other Authorizations**

<b>LICENSE</b>	<b>ID NUMBER</b>
WBAS (AM), West Yarmouth, MA, BML- 20131030AJC and all auxiliary facilities associated therewith, exp. 4/1/22/	Facility Id. 6251
W268CP, West Yarmouth, MA, BLFT- 20170227ABW, exp.4/1/22	Facility Id. 142210



### Schedule 1.3

## Excluded Assets

[illegible]



**Schedule 2.3**

**Assumed Liabilities**

NONE



LANGER BROADCASTING GROUP, LLC

Other Broadcast Interests

Langer Broadcasting Group, LLC is the licensee of:

1. WSRO(AM), Fac. ID 52398, Ashland, MA
2. WBAS (AM), Fac. ID 6251, West Yarmouth, MA
3. WZBR (AM), Fac. ID 41348, Dedham, MA
4. FM Translator W251CR, FC. ID 201029, Medford, MA
5. FM Translator W268CP, Fac. ID 142210, West Yarmouth, MA
6. FM Translator W271CU, Fac. ID 142849, Framingham, MA

## BOB BITTNER BROADCASTING, INC. OTHER BROADCAST INTERESTS

Robert Bittner is the President and 100% stockholder of Bob Bittner Broadcasting< Inc., licensee of Radio Station WJIB (Fac. ID 6146), Cambridge, MA.

Mr. Bittner is also the President and 100% owner of Blue Jey Broadcasting Company, licensee of:

1. Radio Station WJTO(AM), Fac. ID 33287, Bath, ME
2. Radio Station WLAM, Fac. ID 64434, Lewiston, ME
3. Radio Station WLVP, Fac. ID 24994, Gorham, ME
4. FM Translator W267CE, Fac. ID 145374, Cambridge, MA
5. FM Translator W287DD, Fac. ID 201702, Bath, ME
6. FM Translator W247DK, Fac. ID 202492, Lewiston, ME
7. FM Translator CP W286DR, Fac. ID 202494, Gorham, ME



## Multiple Ownership Showing -WBAS

The only station attributable to the proposed assignee near WBAS(AM), West Yarmouth, MA is WJIB(AM), Cambridge, MA.

However, WJIB, licensed to Cambridge, is located in the Boston, MA Nielsen Market while WBAS(AM), licensed to West Yarmouth, is located in the Cape Cod, MA Nielsen Market.

Therefore, the instant application complies with Section 73.3555 of the rules.

Rebroadcast of WBAS(AM) by Translator

The proposed assignee certifies that FM Translator W268CP, Facility ID No. 142210, West Yarmouth, MA will continue to re-broadcast WBAS, Facility ID No. 6251, West Yarmouth, MA after consummation of the assignment application.