

## **OPTION AGREEMENT**

THIS OPTION AGREEMENT (this “**Option Agreement**”) is made as of June 25, 2013, by and among WZUN Communications LLC, a New York limited liability company (“**Grantor**”) and Atalaya Administrative LLC, a New York limited liability company (“**Option Holder**”).

### **RECITALS**

A. Grantor owns and operates radio broadcast stations WZUN(FM), licensed to Phoenix, New York (the “**Station**”), pursuant to licenses issued by the Federal Communications Commission (“**FCC**”).

B. The Parties have agreed that Grantor will sell and grant to Option Holder an option to purchase certain of the assets used and useful in the conduct of the business and operation of the Stations on the terms and conditions set forth herein and subject to the FCC’s rules, regulations, and policies.

### **AGREEMENT**

NOW THEREFORE, in consideration of mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

## **ARTICLE 1 OPTION TO PURCHASE ASSETS**

1.1 Option Price. In consideration of \$100 and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Grantor, the Grantor hereby sells and grants to Option Holder an exclusive option (the “**Option**”) to purchase the assets, real, personal and mixed, tangible and intangible, owned and held by Grantor, used or useful in the conduct of the business and operations of the Stations, subject to the terms and conditions set forth herein.

1.2 The Option granted hereunder shall run until June 30, 2023 (the “**Term**”). Option Holder may exercise this Option in its sole discretion at any time during the Term.

1.3 In the event that the Option is exercised hereunder, the Parties shall, within ten (10) days of Option Holder’s written notice thereof, execute an asset purchase agreement substantially in the form attached hereto as Schedule A (the “**Purchase Agreement**”) which shall provide a purchase price as specified in Schedule B. The Purchase Agreement shall be modified so that the covenants, representations, and warranties contained therein shall be consistent with the then existing status of the Parties, their properties and their operation; so that all representations and warranties will be true and correct; and so that there shall exist no impossibility of performance, either commercially or legally. Option Holder and Grantor agree that they shall be bound by all the terms and conditions of the Purchase Agreement as finally executed.

Notwithstanding anything contained in this Option Agreement to the contrary, Option Holder may withdraw its notice of exercise of its Option at any time prior to its execution of the Purchase Agreement without any liability to Grantor.

## **ARTICLE 2 SPECIFIC PERFORMANCE**

The Parties agree that the FCC licenses and the broadcast business made possible thereby are unique assets not readily available on the open market. For this reason, Grantor acknowledges that specific performance is an appropriate remedy for Option Holder in the event this Option Agreement is breached. The Parties agree that the rights afforded by the preceding sentence shall be in addition to any and all rights Option Holder may have at law or equity.

## **ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF GRANTOR**

Grantor represents and warrants to Option Holder as follows:

3.1 Grantor is a limited liability company organized, validly existing, and in good standing under the laws of the State of New York.

3.2 Grantor has and will have upon the exercise of the Option full corporate power and authority to enter into this Option Agreement and the Purchase Agreement to consummate the transactions contemplated hereby. This Option Agreement constitutes, and any other instruments contemplated hereby when executed will constitute, the legal, valid, and binding obligations of Grantor, enforceable in accordance with their terms, except as may be affected by bankruptcy and insolvency laws and court-applied equitable principles.

3.3 The execution and delivery of this Option Agreement, the consummation of the transactions contemplated hereby, and the compliance with the terms, conditions and provisions of this Agreement, with or without the giving of notice or the passage of time, or both, will not: (i) contravene any provision of Grantor's Articles of Organization or operating agreement; (ii) conflict with or result in a breach of or constitute a default under any of the terms, conditions, or provisions of any indenture, mortgage, loan or credit agreement or any other agreement or instrument to which Grantor is a party or by which it or any of the assets of Grantor may be bound or affected, or any decree, judgment or order of any court or governmental department, commission, board, agency or instrumentality, domestic or foreign, or any applicable law, ordinance, rule or regulation, including, but not limited, to the Communications Act of 1934, as amended (the "**Act**") and the rules and regulations of the FCC promulgated thereunder.

3.4 No representations or warranty by Grantor in this Option Agreement contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make this statement or facts contained herein or therein not misleading.

## **ARTICLE 4 COVENANTS OF GRANTOR**

4.1 Grantor will perform all acts necessary to carry out the transactions contemplated by this Option Agreement and will not: (i) create, incur, assume or guarantee any indebtedness, obligations or liability or make any payments in respect thereto which would interfere with, or prevent, Grantor transferring the assets to Option Holder as provided in Section 1.1 hereof; (ii) perform or suffer any acts within its control inconsistent with the grant of the Option to Option Holder or the actions contemplated by this Option Agreement; (iii) or enter into any agreement or grant any person or entity a right to purchase all or substantially all of the assets of the Grantor, during the term of this Option Agreement.

4.2 Grantor will notify Option Holder promptly of the threat of, or commencement against itself or its shareholder of any claim, suit, action, arbitration, legal, administrative or other proceeding, or governmental investigation or tax audit affecting the Station or Grantor and will cooperate fully with Option Holder in taking any and all actions necessary or desirable to the consummation of the transactions contemplated by this Option Agreement.

## **ARTICLE 5 MISCELLANEOUS**

5.1 This Option Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Except as provided for herein, neither this Option Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

5.2 No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Option Agreement, will be effective unless evidenced by an instrument in writing signed by the Parties.

5.3 The headings are for convenience only and will not control or affect the meaning or construction of the provisions of this Option Agreement.

5.4 The construction and performance of this Agreement will be governed by the laws of the State of New York.

5.5 All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any party pursuant to this Option Agreement shall be in writing, including by facsimile, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, and on the same day if transmitted by facsimile, addressed as follows:

To Grantor:

WZUN Communications LLC  
c/o Maven Media  
301 Edgewater Place, Suite 100  
Wakefield, MA 01880  
Facsimile: 781-968-5301  
Attn: Wayne Mack, President

To Option Holder:

Atalaya Administrative LLC  
780 Third Avenue, 27th Floor  
New York, NY 10017  
Telephone: 212-527-8183  
Attn: Michael Bogdan

with copies to (which shall not constitute notice to Option Holder):

Perkins Coie LLP  
131 S. Dearborn St., Suite 1700  
Chicago, IL 60603  
Telephone: 312-342-8467  
Facsimile: 312-324-9467  
Attn: Michael Owen

5.6 This Option Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

5.7 Option Holder and Grantor each agree that they will use their best efforts to keep confidential (except for such disclosure to attorneys, bankers, underwriters, investors, etc. as may be appropriate in the furtherance of this transaction and except for such filings with the FCC as may be required) all information of a confidential nature obtained in connection with the transactions contemplated by this Option Agreement, and in the event that such transactions are not consummated, each party will return to the other Party such documents and other material obtained from the other Party in connection therewith.

5.8 Option Holder and Grantor shall jointly prepare, and determine the timing of, any press release or other announcement to the public relating to the execution of this Option Agreement. No Party hereto will issue any press release or make any other public announcement relating to the transactions contemplated hereby without the prior consent of the other Party hereto, except that any Party may make any disclosure required to be made by it under applicable law if it determines in good faith that it is appropriate to do so and gives prior notice to the other Party.

5.9 Each Party shall bear all costs incurred by it in connection with the transactions contemplated by this Option Agreement.

5.10 Grantor agrees that from the date hereof and during the time period in which the Option is exercisable hereunder, or if the Option is exercised, during the period prior to execution of the Purchase Agreement, it shall not offer or seek to offer, or entertain or discuss any offer, to sell the Stations or their Assets, other than as contemplated under this Option Agreement, nor shall Grantor permit its shareholders to offer, to seek to offer, or entertain or discuss any offer to sell any of the capital stock of Grantor without the written consent of Option Holder.

5.11 Prior to consummation of the Purchase Agreement and to obtaining consent from the FCC, Option Holder shall not, directly or indirectly, control, supervise or direct or attempt to control, supervise or direct the operations of the Stations or Grantor; such operations, including ultimate control and supervision over the Station's facilities, finances, personnel and programming, shall remain the sole responsibility of Grantor, as set forth in the rules and policies of the FCC.

5.12 In the event that Grantor or Option Holder seeks enforcement of this Option Agreement against the other Party and prevails in such claim, the reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred by such prevailing party in connection with such claim for enforcement shall be paid or reimbursed by the other Party following receipt by such party of an invoice therefor together with reasonable documentation of such costs and expenses.

[Signature Page Follows]

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

GRANTOR:

WZUN COMMUNICATIONS LLC

By: 

Name: Wayne Mack

Title: President

OPTION HOLDER:

ATALAYA ADMINISTRATIVE LLC

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

Michael E. Bogdan

Authorized Signatory

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

GRANTOR:

WZUN COMMUNICATIONS LLC


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

Name: Wayne Mack

Title: President

OPTION HOLDER:

ATALAYA ADMINISTRATIVE LLC

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

Michael E. Bogdan

Authorized Signatory

## **SCHEDULE B**

### **PURCHASE PRICE**

The Purchase Price for the Stations shall be one million and <sup>no</sup>/100 dollars (\$1,000,000.00).