

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of the 17th day of February, 2023 (the "Agreement"), by and between **RADIO SHARON FOUNDATION**, a Rhode Island not for profit corporation ("Buyer") and **RADIO CATSKILL, INC.**, a New York not for profit corporation ("Seller").

WITNESSETH:

WHEREAS, Seller is licensee of FM translator W233AH (FX), Monticello, NY (94.5 mHz, FCC Facility ID #81836) (the "Station") pursuant to authorizations (the "Station Authorizations") issued by Federal Communications Commission (the "FCC");

WHEREAS, the Station is currently operating pursuant to Special Temporary Authority as specified in FCC Application File No. 0000210177;

WHEREAS, on the terms and conditions described herein, Seller desires to sell and/or transfer to the Buyer and Buyer desires to acquire certain assets (the "Purchased Assets") and the Station Authorizations owned or issued to Seller and used or useable in connection with the Station; and

WHEREAS, Seller and Buyer agree and understand that prior FCC approval is required for the transaction contemplated herein.

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

1. SALE OF ASSETS AND ASSIGNMENT OF STATION AUTHORIZATIONS. On the Closing Date, subject to the terms and conditions of this Agreement, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, assume, and accept from Seller, all of the Purchased Assets, including (i) equipment detailed on Exhibit "A" which are being sold in "as-is, where-is" condition without any representation or warranty; and (ii) an assignment of the Station Authorizations issued by the FCC, all for the Purchase Price to be paid as provided in Section 2.

2. PURCHASE PRICE AND METHOD OF PAYMENT. (a) The total consideration for the Purchased Assets and Station Authorizations (the "Purchase Price") shall be the sum of Fifty Thousand and no/100th Dollars (\$50,000.00). The Purchase Price shall be paid as follows: Within five (5) days after execution of this Agreement, Buyer shall deliver the sum of Five Thousand Dollars (\$5,000.00) to Seller, which sum shall be deposited by the Seller (the "Deposit"). On the Closing Date, the Deposit shall be credited against the Purchase Price and Buyer shall pay to Seller the sum of Forty-Five Thousand Dollars (\$45,000.00), plus or minus any applicable prorations, as the balance of the Purchase Price in immediate wire transfer or ACH available funds.

(b) **Closing Date.** The Closing (“Closing”) of the transaction contemplated by this Agreement shall occur on a date mutually agreed upon by Buyer and Seller within ten (10) days following the date on which the FCC Consent to the Assignment Application (as defined below) become a Final Order, provided, however, that Buyers may elect, in its sole discretion, to proceed to Closing, after Initial Consent but prior to Final Order.

3. **FCC Consent.** Within five (5) days after execution of this Agreement, Seller and Buyer shall file an application with the FCC (the “Assignment Application”) requesting FCC consent to the assignment of the Station Authorizations. Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain FCC Consent as soon as possible.

4. Seller’s Representations, Warranties and Covenants. Seller represents, warrants and covenants to Buyer that Seller is duly organized and in good standing under the law of the State of New York. Seller has all requisite power and authority to hold and use the Station Authorizations as now owned and use and conduct the business and operate the station as now conducted. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of the Seller have been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller.

5. Buyer’s Representations, Warranties and Covenants. Buyer represents, warrants and covenants to Seller that Buyer is duly organized and in good standing under the law of the State of Rhode Island. Buyer has all requisite power and authority to be an FCC licensee. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary actions on the part of the Buyer have been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer.

6. CONDITIONS PRECEDENT.

6.1 Mutual Conditions. The obligation of both Seller and Buyer to consummate this Agreement is subject to the satisfaction of each of the following conditions:

6.1.1 FCC Consent. The FCC shall have granted the Assignment Application within nine (9) months of the filing, and such grant shall be in full force and effect on the Closing Date. Closing will take place as set forth in Section 2(b).

6.1.2 Absence of Litigation. As of the Closing Date, no action, suit or proceeding seeking to enjoin, restrain, or prohibit the consummation of the transaction contemplated by this Agreement shall be pending before any court of the Commission or any other governmental body or authority.

6.1.3 No Breach. Neither Buyer nor Seller shall be in material breach of this Agreement.

6.2 Conditions to Buyer's Obligation. In addition to the satisfaction of mutual conditions contained in Section 6.1, the obligation of Buyer to consummate this Agreement is subject to the satisfaction of each of the following conditions:

6.2.1 Representations and Warranties. The representations and warranties of Seller to Buyer shall be true, complete and correct in all material respects as of the Closing Date with the same force and effect as if then made.

6.2.2 Compliance with Conditions. All of the terms, conditions, and covenants to be complied with or performed by Seller on or before the Closing Date shall have been duly complied with and performed in all material respects.

6.2.3 Validity of Station Authorizations. On the Closing Date, Seller shall be the owner and holder of the Station Authorizations to the extent that such authorizations can be owned or held by Seller under the Communications Act of 1934, as amended, and the Station Authorizations shall be in unconditional full force and effect, valid for the balance of the current license terms applicable generally to radio station licensed to communities located in the State of New York.

6.2.5 Closing Documents. Seller shall deliver to Buyer all of the Closing documents specified in Section 6, all of which documents shall be dated as of the Closing Date, duly executed, in a form reasonably acceptable to Buyer.

6.2.6 Third-Party Consents. Buyer will not assume any Contracts under this Agreement.

6.3 Conditions to Seller's Obligation. In addition to satisfaction of the mutual conditions contained in Section 6.1, the obligation of Seller to consummate this Agreement is subject to satisfaction of each of the following conditions:

6.3.1 Representations and Warranties. The representations and warranties of Buyer to Seller shall be true, complete, and correct in all material respects as of the Closing Date with the same force and effect as if then made.

6.3.2 Compliance with Conditions. All of the terms, conditions and covenants to be complied with, or performed by Buyer on or before the Closing Date shall have been duly complied with and performed in all material respects.

6.3.3 Payment. Buyer shall make the payments to Seller at Closing as provided in Section 2(a).

6.3.4 Closing Documents. Buyer shall deliver to Seller all the closing documents specified in Section 6, all of which documents shall be dated as of the Closing Date, duly executed, and in a form reasonably satisfactory to Buyer.

7. SATISFACTION OF CONDITIONS.

7.1 In General. Each party shall use its respective best efforts and cooperate with the other in good faith to the extent reasonably required in order to satisfy the condition to each party's obligations under this Agreement as set forth in Section 4 and fully to accomplish the transaction contemplated by this Agreement in an expeditious fashion. Neither party shall take or fail to take any action within such party's reasonable control, the effect of which would be to prevent or unreasonably delay the satisfaction of any condition to its or the other party's obligations contained in Section 6 or the consummation of this Agreement in accordance with its terms.

8. CLOSING DOCUMENTS. The following documents shall be executed and delivered at Closing.

8.1.1 By Seller. Seller shall deliver to Buyer:

(a) A certificate executed by Seller attesting to Seller's compliance with the matters set forth in Section 6.

(b) One or more assignments transferring to Buyer all of the interests of Seller in and to the Station Authorizations, and all other license, permits, and authorizations issued by any federal, state, or local regulatory agencies that are used in or necessary for the lawful operation of the Station.

(c) One or more Bills of Sale for the equipment associated with the Station being conveyed by this Agreement.

8.1.2 By Buyer. Buyer shall deliver to Seller:

(a) A certificate executed by Buyer's President attesting to Buyer's compliance with the matters set forth in Section 6.

(b) The balance of the Purchase Price then due pursuant to Section 2(b).

(c) Counterpart assumptions of the Assignment of Station Authorizations.

8.1.3 Other Acts. The parties will also execute such other documents and perform such other acts, before and after Closing, as may be necessary for the complete implementation and consummation of this Agreement, including but not limited to a Closing Statement and respective resolutions authorizing the transaction by both parties.

9. CONTROL OF STATION.

9.1 Prior to Consummation. This Agreement shall not be consummated until after the FCC has given its written consent thereto, and between the date of this Agreement and the Closing Date, Buyer shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct, the operation of the Station. Such control shall remain the sole responsibility of the Seller.

9.2 Following Consummation. Upon consummation of the transactions contemplated in this Agreement on the Closing Date, Seller shall have no right to reassignment of the Station Authorization in the future, and may not reserve the right to use the facilities of the Station in violation of § 73.1150 of the rules and regulations of the FCC. Buyer shall, upon Consummation, notify the FCC as to any new primary station that the Station will rebroadcast, in compliance with applicable FCC rules.

10. TERMINATION.

10.1 Absence of FCC Consent. If the FCC has not granted the Assignment Application within nine (9) months after filing of the Assignment Application ("Upset Date"), either party shall have the right to rescind its obligation with respect to the purchase and sale of the Station and terminate this Agreement. It is further provided, however, that no party may terminate this Agreement if such party is in default hereunder, or if a delay in any decision or determination by the FCC respecting the Assignment Application has been caused or materially contributed to (i) by any failure of such party to furnish, file or make available to the FCC information within its control; (ii) by the willful furnishing by such party of incorrect, inaccurate or incomplete information to the FCC; and (iii) by any other action taken by such party for the purpose of delaying the Commission's decision or determination respecting the Assignment Application. Upon such termination for failure of the Commission to act, the parties shall be released and discharged from any further obligation hereunder.

10.2 Designation for Hearing. The time for FCC approval provided in Section 8.1 notwithstanding, either party may terminate this Agreement upon written notice to the other, if for any reason, the Assignment Application is designated for hearing by the FCC, provided, however, that written notice of termination must be given within twenty (20) days after release of the Hearing Designation Order and that the party giving such notice is not in default and has otherwise complied with its obligations under this Agreement. Upon termination pursuant to this Section, the parties shall be released and discharged from any further obligation hereunder.

11. DEFAULT AND REMEDIES.

11.1 Material Breaches. A party shall be deemed to be in default under this Agreement only if such party has materially breached or failed to perform its obligations hereunder, and nonmaterial breaches or failures shall not be grounds for declaring a party to be in default, postponing the Closing or terminating this Agreement.

11.2 Opportunity to Cure. If either party believes the other to be in default hereunder, such party shall provide the other with written notice specifying in reasonable detail the nature of the default. If the default has not been cured within ten (10) days after delivery of that notice (or such additional reasonable time as the circumstances may warrant provided the party in default undertakes diligent, good faith efforts to cure the default within such ten (10) day period and continues such efforts thereafter), then the party giving such notice may exercise the remedies available to such party pursuant to this Section, subject to the right of the other party, to contest.

12. FACILITY MODIFICATION. Subsequent to execution of this Agreement, but prior to receipt of Commission Consent and the Closing contemplated herein, Buyer and Seller agree to cooperatively perform engineering studies and other analyses and Seller agrees to file a Form 345 Application for Modification of License for the Station with the FCC based on parameters determined by such studies, any cost of which incurred by Seller, including the FCC Filing fee for such Modification Application, shall be reimbursed by Buyer prior to or at Closing. Grant of the Modification Application shall not be a condition of Closing.

13. GENERAL PROVISIONS.

13.1 Attorneys' Fees. If either party initiates any litigation or arbitration against the other involving this Agreement, the prevailing party in such action shall be entitled to receive reimbursement from the other party for all reasonable attorneys' fees (including, but not limited to, licensed attorneys and/or paralegals) and other costs and expenses incurred by the prevailing party in respect of that litigation or arbitration, including any appeal, and such reimbursement may be included in the judgment or final order issued in that proceeding.

13.2 Expenses. Except as otherwise provided herein, all expenses involved in the preparation and consummation of this Agreement shall be borne by the party incurring same whether or not the transaction contemplated herein is consummated. All FCC filing fees for the Assignment Application shall be paid by the Buyer. Any recording costs for other instruments of transfer, and all stamp, sales, use, and transfer taxes shall be paid by Buyer.

13.3 Notices. All notices, requests, demands, and other communications pertaining to this Agreement shall be in writing and shall be deemed duly given when delivered personally or mailed by certified mail, return receipt

requested, postage prepaid, or by overnight carrier that provides a written confirmation of delivery, addressed as follows:

- (a) If to Buyer:
Radio Sharon Foundation
25 Woodman Street
Providence, RI 02907

With a copy to, which will not constitute notice:

Anthony T. Lepore, Esq.
Radiotvlaw Associates, LLC
4101 Albemarle St NW #324
Washington, DC 20016
(202) 681-2201
anthony@radiotvlaw.net

- (b) If to Seller:
Radio Catskill, Inc.
PO Box 546
Jeffersonville, NY 12748

With a copy to, which will not constitute notice:

Melodie Virtue, Esq.
Foster Garvey, P.C.
1000 Potomac St. NW #200
Washington, DC 20007
Melodie.Virtue@foster.com

Either party may change its address for notices by written notice to the other given pursuant to this Section.

13.4 Prior Negotiations. This Agreement supersedes in all respects all prior and contemporaneous oral and written negotiation, understandings and agreements between the parties with respect to the subject matter hereof. All of said prior and contemporaneous negotiations, understandings and agreement are merged herein and superseded hereby.

13.5 Entire Agreement; Amendment. This Agreement and the Attachments and Exhibits to this Agreement set forth the entire understanding between the parties in connection with the transaction contemplated herein, and there are no terms, conditions, warranties or representations other than those contained herein, referred to herein or provided for herein. Neither this Agreement

nor any term or provision hereof may be altered or amended in any manner except by an instrument in writing signed by the party against whom the enforcement of any change is sought.

13.6 Choice of Laws. This Agreement is to be construed and governed by the laws of the State of New York without reference to the choice of law rules utilized in that jurisdiction.

13.7 Third Parties. Nothing in this Agreement, whether expressed or implied is intended to: (i) confer any rights or remedies on any person other than the Seller, Buyer and their respective successors and permitted assigns; (ii) relieve or discharge the obligation or liability of any third party; or (iii) give any third party any right of subrogation or action against either Seller or Buyer.

13.8 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each of the counterparts, when signed, shall be deemed to be an original, and all of the signed counterparts together shall be deemed to be one and the same instrument.

13.9 Confidentiality. Neither party may disclose the existence of this offer/agreement without the prior written consent of the other party. The parties may jointly agree upon a press release or other public disclosure of this Agreement at a time agreed to by the parties. The parties understand that this Agreement will become public upon filing of the Assignment Application.

13.10 Rebroadcast Consent. The Station currently rebroadcasts co-owned WJFF as a primary originating station. WJFF will remain the primary ("main") facility for the Station until Closing and Seller shall deliver to Buyer at Closing a Rebroadcast Consent letter that authorizes Station to rebroadcast WJFF programming subsequent to Closing at Buyer's sole election. Buyer may only rebroadcast WJFF in its entirety on a non-commercial basis without modification or alteration, if it elects to continue rebroadcasting WJFF post-Closing, or Buyer may designate a new primary facility for the Station to rebroadcast in accordance with Commission rules.

Effective as of the date first written above

Seller

RADIO CATSKILL, INC.

By: 

Kirsten Foster, Board President

Buyer:

RADIO SHARON FOUNDATION

By: 

Quilvio Perdomo
President

EXHIBIT "A"

Equipment List

Tapco FM translator 10 watt unit, integrated receiver/transmitter.

EXHIBIT "B"

Assumed Leases and Contracts

NONE