

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“Agreement”) is made as of this 1<sup>st</sup> day of May, 2023, by and among Caribevision Holdings, Inc. Debtor-in-Possession (“Seller”), and SagamoreHill of Kansas City Licenses, LLC (“Buyer”).

### Recitals

- A. Seller is the owner of television station WPXO-LD, East Orange, NJ (Facility ID No. 14311) (the “Station”).
- B. Seller has agreed to sell the Station to Buyer, on the terms and conditions set forth herein.

### Agreements

In consideration of the foregoing, and the mutual covenants and agreements set forth below, Seller and Buyer hereby agree as follows:

- 1. Application.** The parties shall cooperate in the prompt preparation and filing of an application with the Federal Communications Commission (the “Commission”) for consent to the assignment of the licenses and authorizations issued by the Commission for the Station (the “Licenses”) from Seller to Buyer. Such application is to be filed within two (2) business days of the date of the execution of this Agreement, with the parties to each pay one-half of the necessary filing fee to the Commission. The parties shall cooperate in the diligent submission of any additional information requested or required by the Commission with respect to such application and shall take all steps reasonably required for the expeditious prosecution of such application to a favorable conclusion.

2. **Assets To Be Conveyed.** Subject to the provisions of this Agreement, and the Closing Date, as defined in Section 11 hereof, Seller will assign, transfer, convey and deliver to Buyer:

a. All of the Licenses, including those specifically identified on Schedule A hereto.

b. All of the tangible personal property, whether owned or leased, to the extent transferable or assignable, located at or used in the operation of the Station. Schedule 2(b) contains a list of the equipment which is being assigned to Buyer at Closing.

The foregoing assets to be conveyed to Buyer (the “Purchased Assets”) through bills of sale, assignments, deeds or other documents of transfer (the “Closing Documents”) customary for such purpose and satisfactory in form and substance to Buyer, Seller, and their respective counsel. The Purchased Assets are to be conveyed to Buyer free and clear of any claims, liabilities, mortgages, deeds of trust, assignments, liens, pledges, conditions, exceptions, restrictions, limitations, charges, security interests or other encumbrances of any nature whatsoever. Furthermore, any and all obligations Seller may owe to the FCC shall be satisfied at the time of Closing.

3. **Purchase Price.** The purchase price (“Purchase Price”) to be paid is \$405,000 Four Hundred Five Thousand Dollars of which: (i) Forty Thousand Dollars (\$40,000) will be paid upon execution of this Agreement as a deposit to be held in the Trust Account of Shainis & Peltzman, Chartered. The deposit amount shall be released to Seller at Closing; (ii) a payment of One Hundred and Seventy-Six Thousand Dollars (\$176,000) will be made in immediately-available funds via wire, certified or bank treasurer’s check, or attorney’s IOLTA check, at the time of Closing, and (iii) a payment of One Hundred and Eighty Nine Thousand Dollars

(\$189,000) will be made in immediately-available funds, exactly six (6) months after the Closing Date. This obligation shall be acknowledged by a promissory note in the form attached hereto as Attachment A and secured by a Security Agreement attached hereto as Attachment B.

If the Commission does not approve the sale/transfer of the Licenses and the Buyer is not in default of this Agreement, then this Agreement shall terminate and all deposits made hereunder shall be refunded forthwith, and all other obligations of the parties hereto shall cease and the Agreement shall be void without further recourse to the parties hereto. In the event of default of the Buyer hereunder, any deposit paid by the Buyer hereunder shall be paid to the Seller as liquidated damages and not as a penalty, which shall be the sole remedy at law and in equity for the Seller.

It is understood that if Commission approval is not granted so as to allow a minimum of eight (8) days for Buyer to return the Station to broadcast operation, the Buyer may elect to cancel the transaction and receive a return of the money held in escrow.

The instant Agreement is subject to approval of the bankruptcy court. The submission of an assignment application with the FCC is conditioned upon approval of the Purchase Agreement by the bankruptcy court.

**4. Representations and Warranties of Seller.** Seller hereby represents and warrants to Buyer, to the best of Seller's actual knowledge, that:

a. . No corporate act on the part of Seller is necessary to authorize this Agreement or the consummation of the transaction contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

b. The execution, delivery and performance of this Agreement (i) does not require the consent of any third party and (ii) will not conflict with, result in a breach of, or constitute a default under any agreement or instrument to which Seller is a party or by which Seller is bound or under any law, judgment, order, decree, rule or regulation of any court or governmental body which is applicable to Seller or the Station.

c. Seller is and as of the Closing Date will be in material compliance with all applicable laws, including the Communications Act of 1934, as amended, and the rules and regulations of the Commission.

d. The Purchased Assets are and on the Closing Date will be in compliance with all applicable laws.

e. Seller knows of no reason related to its qualifications which would disqualify it from holding the Licenses or assigning the Licenses to Seller. Seller has all the Licenses and consents required for the operation of the Station. The Licenses are valid and in full force and effect and constitute all of the authorizations issued by the FCC in connection with the operation of the Station. None of the Licenses is subject to any restriction or condition that would limit in any respect the operation of the Station as now conducted.

f. Seller has, and on the Closing Date will have, good and marketable title to all the Purchased Assets, free and clear of all Liens. Except for bankruptcy court approval, none of the Purchased Assets are subject to any restrictions with respect to the transferability thereof. Seller has complete and unrestricted power and right to sell, assign, convey and deliver the Purchased Assets to Buyer as contemplated hereby. At Closing, Buyer will receive good and marketable title to all the Purchased Assets, free and clear of all Liens of any nature whatsoever.

g. Seller owns and has good title to the personal property described in Schedule 2(b) which is the subject of conveyance. It is acknowledged and agreed that all equipment is conveyed in an as is where is condition.

h. Seller is not aware of any environmental condition that would constitute a material hazard, but Seller has not conducted an environmental inspection of the Purchased Assets and does not warrant that such an environmental inspection would not reveal any material hazard.

i. Seller is not a party to any collective bargaining agreement with any trade union and is not aware of any trade union organization effort by or with respect to any of the employees of the Station. Buyer shall be under no obligation to hire or retain any employee of Seller or to assume any liability whatsoever for any employment contract or employee benefit program created by or existing with Seller.

**5. Representations and Warranties of Buyer.** Buyer hereby represents and warrants to Seller that:

a. This Agreement constitutes a legal, valid and binding obligation of Buyer, enforceable in accordance with its terms.

b. Buyer knows of no reason related to its qualifications that would disqualify it from acquiring the Licenses from Seller.

c. Buyer has the financial resources necessary to consummate the purchase contemplated by this Agreement.

d. Buyer has full right, authority and power to enter into this Agreement, and each agreement, document and instrument to be executed and delivered to Seller pursuant to this Agreement and to carry out the transactions contemplated hereby. The execution and delivery of

this Agreement, and the consummation of the transactions contemplated thereby are within the authority of Buyer and have been duly authorized by all necessary corporate and other action, and the Agreement constitutes the valid and binding obligation of Buyer in accordance with the terms hereof.

**6. Expenses.** The expenses involved in the preparation and consummation of this Agreement shall be borne by the party incurring such expense.

**7. Assumption of Liabilities and Proration of Income and Expenses.** All other obligations and liabilities of Seller, including any that relate to Seller's ownership or operation of the Station or the Purchased Assets prior to the Closing Date, shall remain the obligations and liabilities of Seller.

**8. Seller's Closing Conditions.** All obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:

a. The Commission shall have consented to the assignment of the Licenses to Buyer without any condition materially adverse to Seller, and such consent shall have become a final order, no longer subject to review, reconsideration, appeal or remand under applicable laws and rules (a "Final Order"). Buyer may waive Final Order and close on staff grant.

b. The instant Purchase Agreement has been approved by the bankruptcy court.

c. Buyer shall have paid the Purchase Price.

d. Buyer shall have executed and delivered to Seller the Closing Documents.

**9. Buyer's Closing Conditions.** All obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:

a. The Commission shall have consented to the assignment of the Licenses to Buyer without any condition materially adverse to Buyer.

b. Seller shall have executed and delivered to Buyer the Closing Documents and conveyed the Purchased Assets to Buyer in accordance with this Agreement.

c. All representations and warranties of Seller made herein shall be true and correct in all material respects as of the Closing Date, and Seller shall have delivered to Buyer a certificate of a manager of Seller to such effect.

d. As of the Closing Date, Seller shall have complied in all material respects with all covenants and conditions of this Agreement and Seller shall have delivered to Buyer a certificate to such effect.

**10. Termination.** This Agreement may be terminated as follows, it being agreed that time is of the essence for purposes of all deadlines or timeframes described herein:

a. If conditions to Closing set forth in Section 8 of this Agreement have not been satisfied (or waived by Seller) within two hundred seventy (270) days of the date of this Agreement, Seller may terminate this Agreement upon written notice to Buyer.

b. If the conditions of Closing set forth in Section 9 of this Agreement have been satisfied (or waived by Buyer) within two hundred seventy (270) days of the date of this Agreement, Buyer may terminate this Agreement upon written notice to Seller.

c. If either Buyer or Seller shall be in material breach of this Agreement, and such breach is not cured after ten (10) days' written notice, the other party, if not then in material

breach and having received written notice thereof, may terminate this Agreement. In the event of a dispute or a party enforcing its rights hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party.

d. If the Commission has not approved of the assignment consistent with the time requirement stated in Section 3.

All obligations of the parties hereunder shall cease upon any termination of this Agreement, provided, however, that nothing herein shall relieve any party from any liability for a material error or omission in any of its representations or warranties contained herein or a material failure to comply with any of its covenants, conditions or agreements contained herein, if such error, omission or failure was willful or deliberate (a "Deliberate Breach"). In the event of a Deliberate Breach, which results in the termination of the Agreement, any deposit paid by the Buyer hereunder shall be retained by the Seller.

**11. Closing.** The Closing, or the Closing Date, as used throughout this Agreement, shall take place on a date selected by Buyer (with reasonable written notice to Seller) within five (5) business days after the FCC has granted its approval. Buyer shall designate the location and time of the Closing in said notice. Time is of the essence hereof.

**12. Control of the Station.** Prior to the Closing Date, Buyer shall not, directly or indirectly, control, supervise or direct the operations of the Station. Such operations shall be the sole responsibility of Seller until this Agreement is consummated. Seller will operate the Station in the ordinary course of business, consistent with past practices and in accordance with all applicable laws, rules and regulations. Seller also will maintain insurance on the Purchased Assets prior to the Closing Date and maintain the Purchased Assets in accordance with Seller's past practice, reasonable use and wear excepted.

**13. Entire Agreement.** This Agreement, together with all schedules hereto, constitutes the entire agreement between the parties and supersedes all prior agreements.

**14. Construction and Enforcement.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of New York. Any disputes arising out of this Agreement shall be resolved in state or federal court in New York.

**15. Cooperation.** Both before and after the Closing, Seller and Buyer shall each cooperate, take such actions and execute and deliver such documents as may be reasonably requested by the other party in order to carry out the provisions of this Agreement.

**16. Notices.** All notices hereunder shall be delivered in writing and shall be deemed to have been duly given if delivered and received by certified or registered mail, return receipt requested, or by expedited courier service, to the following addresses or such other addresses as any party may provide by written notice:

To Seller: Caribevision Holdings, Inc. Debtor-in-Possession  
Attn: Jorge Salas  
13001 N.W. 107th Ave.  
Hialeah Gardens, FL 33018-1104

cc: Francisco R. Montero, Esq  
Fletcher, Heald & Hildreth, Plc  
1300 North 17th Street, Suite 1100  
Arlington, VA 22209

To Buyer: SagamoreHill of Kansas City Licenses, LLC  
Attn: Matthew Davidge  
888 8<sup>th</sup> Avenue #733  
New York, NY 10019

cc: Shainis & Peltzman, Chartered  
ATTN: Aaron P. Shainis, Esq.  
1850 M Street, N.W., Suite 240  
Washington, DC 20036

Either party may notify the other of a new address, in which case such new address shall be employed for all subsequent mailings. Any notice given hereunder may be given on behalf of any party by his counsel or other authorized representatives.

**19. Exclusivity.** While this Agreement is in effect, Seller agrees not to engage in any discussions or negotiations concerning any potential sale of the Purchased Assets to any party other than Buyer or its assigns. This Agreement shall not be assigned by any party without the prior written approval of the other party.

**20. Adjustments.** The Purchase Price shall be subject to adjustment to pro-rate any fees relative to operating certificates, permits, etc.

**21. Brokers.** Each party represents and warrants to the other that it is not obligated to any Broker relative to this transaction, and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. The provisions of this Paragraph shall survive the Closing hereunder.

**22. Closing Documents.** The parties shall, at Closing, execute any and all documents which are customary in transactions of this type. The exchange of the Closing documents and the reporting to the FCC of the consummation shall be deemed sufficient to finalize the obligations of the parties to one another, except for Buyer's obligation to make the final payment pursuant to Paragraph 3, *supra*.

**23. Expenses of the Transaction.** Each party shall pay its own expenses incidental to the preparation of this Agreement and the consummation of the transaction contemplated hereby. Notwithstanding the foregoing, in the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all

reasonable costs incurred, including, but not limited to, court costs, reasonable attorney's fees, and other related expenses incurred in such litigation.

**24. Waiver.** No waiver by any party hereto of a breach by any other party of any terms or conditions of this Agreement shall be deemed a waiver of any other breach of the same or other terms or conditions, and no delay or failure by any party to enforce or exercise any right under this Agreement shall constitute a waiver of such right or any other right hereunder.

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

**26. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**27. Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

**28. Amendment.** This Agreement may be amended only by an instrument in writing signed by all the parties hereto.

**29. Counsel.** The parties acknowledge that each party has received independent legal advice with respect to the advisability executing this Agreement.

**30. Severability.** If any provision of this Agreement is prohibited by or invalid under applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**31. Conflicting Terms.** To the extent that any of the terms of this Agreement conflict with any of the terms of any other agreement between the parties, the terms of this Agreement shall prevail and take precedence over such conflicting terms.

**32. Extension by Counsel.** By executing this Agreement, the Seller and Buyer hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to grant extensions, cancel, modify, or amend this Agreement in writing, and the Seller and Buyer shall be able to rely upon signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. Further, for purposes of this Agreement, email transmissions, electronic, digital and/or facsimile signatures of such written instruments shall be binding.

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

Caribevision Holdings, Inc. Debtor-in-Possession

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

SagamoreHill of Kansas City Licenses, LLC

By: Matthew Davidge

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Caribevision Holdings, Inc. Debtor-in-Possession

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

SagamoreHill of Kansas City Licenses, LLC

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

**SCHEDULE A**

**Licenses**

WPXO-LD

East Orange, NJ

Facility ID No. 14311

**SCHEDULE 2(b)**

**Equipment**

VHF 100 Watts Channel 4 transmitter