

**ASSET PURCHASE AGREEMENT**

*By and Between*

**BRIDGE NEWS LLC**

*and*

**WIRELESS ACCESS, L.L.C.**

*for*

**LOW POWER TELEVISION STATION**

**WVBG-LD, Greenwich, New York**

\* \* \*

**December 21, 2023**

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (“**Agreement**”) is made and entered into this 21st day of December, 2023, by and between **WIRELESS ACCESS, LLC**, a limited liability company organized under the laws of the State of New York (“**Seller**”), and **BRIDGE NEWS LLC**, a limited liability company organized under the laws of the State of Michigan (“**Buyer**”). Buyer and Seller are each individually referred to as a “**Party**” and collectively as the “**Parties.**”

### **BACKGROUND:**

**WHEREAS**, Seller is the licensee, owner, and operator of LPTV station WVBG-LD, Channel 17, Greenwich, New York, Facility No. 74018 (the “**Station**”); and

**WHEREAS**, Seller desires to sell and assign, and Buyer desires to purchase and acquire, certain of the property and assets used in the operation of the Station (the “**Transaction**”). The Parties acknowledge that the licenses issued by the Federal Communications Commission (“**Commission**” or “**FCC**”) for the operation of the Station may not be assigned without the prior written consent of the Commission.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises, covenants, and conditions set forth below, the Parties agree as follows:

1. **ASSETS TO BE CONVEYED**. On the Closing Date (as defined below), Seller together shall sell, assign, transfer, and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title, and interest of Seller in and to the following assets, property rights, licenses, and authorizations used or held for use in the operation of the Station including, without limitation, the following (collectively, the “**Purchased Assets**”):

1.1. **Licenses and Authorizations**. Licenses, permits, permissions, and other authorizations issued for the operation of the Station or for ancillary station(s) by the Commission and other governmental agencies, listed on **Schedule 1.1** (“**Station Licenses**”), including all applications for modification, extension, or renewal thereof, and any pending applications for any new licenses, permits, permissions, or authorizations pending on the Closing Date.

1.2. **Station Equipment and Personal Property**. The tangible personal property owned by Seller and presently used, useful, or held for use in the operation of the Station including, but not limited to, the items s listed on **Schedule 1.2**, together with any replacements, improvements, or additions thereto made between the date hereof and the Closing Date (“**Station Equipment**”).

1.3. Assigned Contracts. The contracts listed on Schedule 1.3 (“Assigned Contracts”).

1.4. Intangible Property. The Station’s call letters that are identified on Schedule 1.4 (“Intangible Property”).

1.5. Records. Copies of all filings with the FCC and authorizations issued by the FCC relating to the Station, and all books, files (including, without limitation, public files), records, and logs required by the FCC to be maintained in connection with the operations of the Station (the “Records”).

2. EXCLUDED ASSETS. Notwithstanding anything contained herein to the contrary, the Purchased Assets shall not include any of the following: the real property used in conjunction with the operation of the Station; all books of account, customer lists, promotional materials, local public records, file materials, engineering data, cash, cash equivalents, accounts receivable (“A/R”), the charter, taxpayer, and other identification numbers related to Seller, other records, documents, and seals relating to the corporate or company organization, maintenance, and existence of Seller as owner of the Station, all tax records or returns, and any financial statements related solely to the foregoing (collectively, “Excluded Assets”).

3. ASSUMPTION OF LIABILITIES. Buyer shall assume and undertake to pay, discharge, and perform only the obligations and liabilities of Seller under the Assigned Contracts listed on Schedule 1.3 (“Assumed Liabilities”). Except for the Assumed Liabilities, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated thereby, to have assumed any other obligations of Seller, including: (i) obligations or liabilities under any other contract; (ii) any obligations and liabilities arising under the Assigned Contracts or the Station Licenses that relate to the time period prior to the Closing Date; (iii) any forfeiture, claim, or pending litigation or proceeding relating to the business or operation of the Station prior to the Closing Date; or (iv) any obligation or liability caused by, arising out of, or resulting from any action or omission of Seller prior to the Closing.

4. PURCHASE PRICE AND ALLOCATION.

4.1. Purchase Price. The purchase price for the Purchased Assets shall be Four Hundred and Fifty Thousand Dollars (\$450,000.00) (the “Purchase Price”).

4.1.1. Deposit. Within five (5) business days of signing this Agreement, Buyer agrees to deposit the sum of Forty-Five Thousand Dollars (\$45,000.00) (the

“**Escrow Deposit**”) with Dan J. Alpert (the “**Escrow Agent**”) pursuant to an Escrow Agreement (the “**Escrow Agreement**”) of even date herewith among Buyer, Seller, and the Escrow Agent.

4.1.2. Cash at Closing. At Closing, the Purchase Price shall be disbursed as follows: (i) release of the Escrow Deposit to Buyer by wire transfer; and (ii) the remainder of the Purchase Price paid in cash to Seller by Buyer.

4.1.3. If this Agreement is terminated pursuant to Article 12, then the Escrow Deposit and any interest accrued thereon shall be disbursed as set forth in Article 12.

4.2. Allocation. The Purchase Price shall be allocated among the Purchased Assets as agreed to by Buyer and Seller prior to or on the Closing Date.

4.3. Proration of Income and Expenses. Except as otherwise provided herein, all income and expenses arising from Seller’s ownership of the Assets to be conveyed hereunder shall be prorated between Buyer and Seller in accordance with U.S. generally accepted accounting principles as of 12:01 a.m., Eastern Time, on the Closing Date (“**Adjustment Time**”), on the basis that all income and expenses which accrue prior to the Adjustment Time are for the account of Seller, and all income and expenses which accrue after the Adjustment Time are for the account of Buyer. Such prorations shall include, without limitation, all rent, utility charges, business and license fees, music and other license fees currently paid by Seller, FCC regulatory fees, accrued but unpaid commissions and similar prepaid and deferred items attributable to the ownership of the Station or the Assets. All revenues, expenses, costs, and liabilities earned or incurred in connection with particular programs and announcements shall be allocated to the time of performance of such programs and announcements without regard to the date of payment therefor. It is understood and agreed that all salaries, wages, sales commissions, fringe benefit accruals, and termination or severance pay for employees of Seller who are not hired by Buyer shall be the sole responsibility of Seller.

4.4. Purchase Price Adjustments. At least ten (10) business days prior to the Closing, Seller shall deliver to Buyer a report (“**Report**”) showing in reasonable detail a preliminary determination of the suggested adjustments to the Purchase Price, each of which shall be calculated as of the Adjustment Time. Within five (5) business days after Buyer’s receipt of the Report, Buyer shall provide to Seller any material objections, if any, that it may have with respect to Seller’s version of the Report and provide an alternative Report. The prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within sixty (60) days after the Closing Date. In the event of any dispute regarding the

adjustment, the amounts not in dispute shall be paid promptly after submission of such statement, and such disputes shall be resolved by an independent certified public accountant mutually acceptable to the Parties, the fees and expenses of whom shall be paid one-half by Seller and one-half by Buyer.

5. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller makes the following representations and warranties, all of which have been relied upon by Buyer in entering into this Agreement and, except as otherwise specifically provided, all of which shall be true and correct at and as of the Closing Date, as though made *de novo* at such time.

5.1. Organization. Seller is a limited liability company organized under the laws of the State of New York. Seller has full power and authority to own, lease, and operate the Purchased Assets, to conduct its business as currently conducted and proposed to be conducted, and to enter into and perform this Agreement (and the other agreements and instruments referred to in this Agreement).

5.2. Authorization. Seller has full power and authority to execute, deliver, and perform this Agreement and to consummate the transactions hereby contemplated. This Agreement constitutes the valid and binding obligation of Seller, enforceable in accordance with its terms. The execution, delivery, and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby and thereby, do not: (a) conflict with or result in a violation or breach of any provision of any law or governmental order applicable to Seller; or (b) result in the creation or imposition of any Encumbrance on any material properties or assets of Seller.

5.3. Station Licenses. Seller is the holder of the licenses, permits, and authorizations set forth on Schedule 1.1, which are all of the licenses, permits, and authorizations issued by the FCC that are required for or otherwise material to the present operation of the Station. The Station Licenses set forth on Schedule 1.1 are in full force and effect, have not been revoked, suspended, canceled, rescinded, or terminated, and except as set forth on Schedule 1.1, are valid for the balance of the current license term applicable to the Station licensed to serve the community of Greenwich, New York, unimpaired by any acts or omissions of Seller, and are free and clear of any restrictions which might limit or restrict the full operation of the Station as now operated (other than restrictions on the face of such Station Licenses or that apply to TV stations generally per FCC rules or policies). Seller is not aware of any reason why, upon proper application therefor filed at the appropriate time, those of the Station Licenses subject to expiration might not be renewed in the ordinary course based on current FCC rules or of any reason why any of the Station Licenses might be revoked. To Seller's knowledge, the Station is in material

compliance with the Commission's policy on exposure to radio frequency radiation. Without limiting any of the foregoing, the Station has been to date operated in material compliance with the Station Licenses and in material compliance with the Communications Act of 1934, as amended, and the rules, regulations, and policies of the Commission (collectively, the "**Communications Law**"). Except as set forth on **Schedule 5.3**, there are no financial obligations owed to the Commission in connection with the Station Licenses.

5.4. **Purchased Assets.** Except for those items partially owned by Seller as indicated on **Schedule 1.2**, Seller together has good and marketable title to the Purchased Assets, free and clear of all mortgages, deeds of trust, liens, pledges, collateral assignments, security interests, leases, easements, covenants, restrictions, and encumbrances, or other defects of title ("**Encumbrances**"). On the Closing Date, Buyer shall acquire good and marketable title to the Purchased Assets (or the indicated percentages therein) free and clear of any and all Encumbrances. The Purchased Assets constitute the assets, both tangible and intangible, that are necessary for the business and operation of the Station as presently conducted by Seller. Permitted Encumbrances constitute: (a) Assumed Liabilities; (b) Encumbrances for taxes, assessments, and other governmental charges not yet due and payable; (c) in the case of any leased asset, the rights of any lessor under the applicable lease agreement or any Encumbrance granted by any lessor; (d) materialmen's, mechanics', workmen's, repairmen's, or other Encumbrances arising in the ordinary course of business, which are released at or prior to Closing; (e) Encumbrances that do not affect in any material manner the use or value of the Asset to which they are attached; (f) zoning laws and ordinances and similar laws; and/or (g) rights reserved to any governmental authority to regulate the affected property.

5.5. **Condition, Quality, and Quantity of Equipment and Personal Property.** The Station Equipment and Personal Property listed on **Schedule 1.2** constitutes the personal property that is used or held by Seller for use in the operation of the Station. The Station Equipment is in good operating condition and repair (wear and tear excepted), meets or exceeds all material FCC requirements, is suitable, adequate, and fit for the use for which the Station Equipment is intended or is being used, and the present use of the Station Equipment does not violate, to the best of Seller's knowledge, any applicable patent, copyright, trademark, licensing, or use agreement. The Purchased Assets will be sufficient for the conduct and operation of the Station by Buyer following the Closing in the same manner as conducted and operated by Seller immediately prior to the Closing Date.

5.6. **Assigned Contracts.** Each of the Assigned Contracts constitutes a valid, legal, and binding obligation of Seller, and remains in full force and effect. Neither Seller, nor any other party to each of the Assigned Contracts, are in default of their

obligations under any of the Assigned Contracts. All amounts due by Seller under all of the Assigned Contracts have been paid or will be paid at Closing. Seller agrees to provide an estoppel certificate from the landlord or licensor of the leased or licensed property in form acceptable to Buyer affirming that status prior to Closing.

5.7. Litigation. As of the date hereof, there is no unsatisfied judgment against either Seller or any of the Purchased Assets outstanding; there is no action, suit, arbitration, litigation, proceeding, claim, or investigation of any nature pending against either Seller or the Purchased Assets; and to Seller's knowledge there is no action, suit, arbitration, litigation, proceeding, claim, or investigation of any nature, threatened, against Seller or the Purchased Assets. Seller is not aware of any facts that could reasonably result in any such proceedings.

5.8. Payment of Taxes. Seller has timely filed with all appropriate governmental agencies all federal, state, local, and other tax or information returns and tax reports (including, but not limited to, all income tax, unemployment compensation, Social Security, payroll, sales and use, profit, excise, privilege, occupation, property, ad valorem, franchise, license, school, and any other tax under the laws of the United States or of any state or any municipal entity or of any political subdivision with valid taxing authority) due for all periods ended on or before the date hereof. Seller has paid in full all federal, state, foreign, local, and other governmental taxes, estimated taxes, interest, penalties, assessments, and deficiencies (collectively, "Taxes") which have become due pursuant to such returns or without returns or pursuant to any assessments received by Seller.

5.9. No Misleading Statements. To Seller's knowledge, no information delivered or to be delivered to Buyer in connection with the transactions provided for by this Agreement contains or will contain any untrue statement of a material fact or omits or will omit a material fact necessary in order to make such statements or information, in light of the circumstances under which any such statement or information is delivered, not misleading.

5.10. Employee Benefits. Seller has no commitment to enter into any employment agreements, pensions, profit sharing, or similar plans or arrangements, nor will it while this Agreement is in effect.

6. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer makes the following representations and warranties, all of which have been relied upon by Seller in entering into this Agreement and, except as specifically provided, all of which shall be true and correct as of Closing, as though made *de novo* at such time.

6.1. Authorization. The execution, delivery, and performance of this Agreement (and the other agreements and instruments referred to in this Agreement) by Buyer has been duly authorized by all necessary action on the part of Buyer. Evidence of such authorizations reasonably acceptable to Seller shall be delivered to Seller at Closing. This Agreement and the other agreements and instruments called for hereunder have been duly executed by Buyer and delivered to Seller and constitute legal, valid, and binding obligations of Buyer, enforceable in accordance with their terms.

6.2. No Breach. None of (i) the execution, delivery, and performance of this Agreement and the agreements and instruments called for hereafter by Buyer, (ii) the consummation of the Transaction, or (iii) Buyer's compliance with the terms and conditions hereof will, with or without the giving of notice or the lapse of time or both, conflict with, breach the terms and conditions of, constitute a default under, or violate Buyer's articles of incorporation or organization, bylaws, operating agreement, any judgment, decree, order, agreement, lease, or other instrument to which Buyer is a party or by which Buyer is legally bound, or any law, rule, or regulation applicable to Buyer.

6.3. Litigation. There is no unsatisfied judgment against Buyer and there is no action, suit, arbitration, litigation, proceeding, claim, or investigation of any nature pending by or against Buyer and, to Buyer's knowledge, there is no action, suit, arbitration, litigation, proceeding, claim, or investigation of any nature threatened by or against Buyer which may adversely affect Buyer's ability to perform in accordance with the terms of this Agreement. Buyer is unaware of any facts which could reasonably result in any such proceeding.

6.4. No Misleading Statements. To Buyer's knowledge, no statement made by Buyer to Seller set forth in this Agreement, or information delivered or to be delivered to Seller in satisfaction of a requirement of this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit a material fact necessary in order to make such statements or information, in light of the circumstances under which any such statement or information is delivered, not misleading.

6.5. Qualification as Broadcast Licensee. Buyer is legally and financially qualified under the Communications Laws to acquire the Station. Buyer knows of no reason why it should not be found by the Commission to be qualified under the Communications Laws to become the licensee of the Station.

6.6. No Insolvency. No insolvency proceedings of any character including, without limitation, bankruptcy, receivership, reorganization, composition, or

arrangement with creditors, voluntary or involuntary, affecting Buyer are pending or, to the knowledge of Buyer, threatened, and Buyer has made no assignment for the benefit of creditors, nor taken any action with a view to, or which would constitute the basis for, the institution of any such insolvency proceedings. As of the Closing Date, Buyer will have readily available funds in the amount of the Purchase Price in the form of cash on deposit or a loan from a conventional lender.

7. COVENANTS. The Parties covenant and agree as follows with respect to the period prior to the Closing Date:

7.1. Application for Commission Consent.

7.1.1. Within five (5) business days of the full execution of this Agreement, Seller and Buyer shall join in and file an application requesting the Commission's written consent to the assignment of the Station Licenses from Seller to Buyer (the "**Assignment Application**"), and they will diligently take all steps necessary or desirable and proper to prosecute expeditiously the Assignment Application and to obtain the Commission's determination that approval of the Assignment Application will serve the public interest, convenience, and necessity. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

7.1.2. The Parties shall prosecute the Assignment Application with all reasonable diligence and otherwise use commercially reasonable efforts to obtain the grant of the Assignment Application as expeditiously as reasonably practicable (but no Party shall have any obligation to satisfy complainants or the FCC by taking any steps that would have a material adverse effect on the results of operations of a Party or any affiliated entity, unless a failure to take such action would constitute or perpetuate a breach of such Party's representations, warranties, or covenants herein). Except as otherwise provided herein, each Party will be solely responsible for the expenses incurred by it in the preparation, filing, and prosecution of its respective portion of the Assignment Application.

7.1.3. Neither Buyer nor Seller shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of materially delaying the issuance of the FCC Consent (defined below). Each Party agrees to comply with any condition imposed on it by the FCC; *provided, however*, that no Party shall be required hereunder to comply with any condition that would have a material adverse effect on

the results of operations of such Party or any affiliated entity, unless the absence of such compliance would constitute or perpetuate a breach of such Party's representations, warranties, or covenants herein. If reconsideration or judicial review is sought with respect to the FCC Consent, the Party affected shall vigorously oppose such efforts for reconsideration or judicial review; *provided, however*, such Party shall not be required to take any action that would have a material adverse effect on the results of operations of such Party or any affiliated entity.

7.2. Operations Prior to Closing. Between the date of this Agreement and the Closing Date:

7.2.1. Seller shall: (i) maintain or cause to be maintained the Purchased Assets in their present condition (reasonable wear and tear in normal use excepted), and (ii) maintain or cause to be maintained all inventories of supplies, tubes, and spare parts at levels generally consistent with the Station's prior practices.

7.2.2. Seller shall maintain the Station's books and records in the usual and ordinary manner, on a basis consistent with prior periods.

7.2.3. Seller shall comply in all material respects with all laws, rules, ordinances, and regulations applicable to it, to the Purchased Assets and to the business and operation of the Station.

7.2.4. Seller shall, in all material respects: (i) perform all Contracts; (ii) cure all defaults under any Contracts; and (iii) pay all of Seller's accounts payable incurred in the ordinary course of Seller's business, in a timely manner consistent with sound business practices.

7.2.5. Seller shall not, without the express written consent of Buyer (i) sell or agree to sell or otherwise transfer, assign, or dispose of any of the Purchased Assets or merge or consolidate with any other entity or enter into negotiations or agreements relating thereto, except that Seller may dispose of Purchased Assets which are (A) expended in the ordinary course of business and consistent with Seller's past practice, and (B) are replaced prior to Closing by assets of equal or greater worth, quality, and utility; (ii) acquiesce in any infringement, use, or impairment of the Intangible Property or change the Station's call sign; or (iii) enter into any other contract, lease, or agreement that will be binding on Buyer after Closing.

7.2.6. Seller shall carry on the business and activities of the Station including, without limitation, the sale of advertising time and the purchasing and scheduling of programming, in the usual and ordinary course of business consistent with Seller's past business practices.

7.2.7. Seller shall maintain the validity of the Station Licenses and comply in all material respects with the Communications Laws.

7.2.8. Seller shall not permit the Station Licenses listed on Schedule 1.1 to lapse, to be modified in any adverse respect, or otherwise to become impaired in any manner, except as may be imposed by the FCC.

7.2.9. Buyer shall maintain its qualifications to be the licensee of the Station as set forth in Section 6.5.

7.2.10. Buyer shall notify Seller promptly of any event, circumstance, or occurrence which will interfere with the prompt consummation of this transaction at Closing.

7.2.11. Seller shall promptly notify Buyer of any developments that occur prior to Closing that have or might have a material adverse consequence on the Purchased Assets or the operation or condition (financial or otherwise) of the Station; *provided, however*, that Seller's compliance with the disclosure requirements of this Section 7.2.11 shall not relieve Seller of any obligation with respect to any representation, warranty, or covenant of Seller in this Agreement or waive any condition to Buyer's obligations under this Agreement.

7.2.12. Consistent with the Communications Laws: (a) the control, supervision, and direction of the Station before the Closing will remain Seller's sole responsibility; and (b) Buyer may not, either directly or indirectly, control, supervise, or direct the Station before the Closing.

### 7.3. Confidentiality.

7.3.1. Each Party shall hold, and shall exercise its commercially reasonable efforts to cause its officers, employees, agents, and representatives, including, without limitation, attorneys, accountants, consultants and financial advisors who obtain such information to hold, in confidence, and not use for any purpose other than evaluating the transactions contemplated by this Agreement, any confidential information of another Party obtained through the investigations permitted hereunder, which for the purposes hereof shall not include any information which (i) is or becomes generally available to the public other than as a result of disclosure by the Party which alleges the information is confidential or its affiliates, (ii) becomes available to a Party on a non-confidential basis from a source, other than the Party which alleges the information is confidential or its affiliates, which has represented that such source is entitled to disclose it, or (iii) was known to a Party on

a non-confidential basis prior to its disclosure to such Party hereunder, as evidenced by written records. If this Agreement is terminated, each Party shall deliver, and cause its officers, employees, agents, and representatives including, without limitation, attorneys, accountants, consultants and financial advisors who obtain confidential information of another Party pursuant to investigations permitted hereunder to deliver to such other Party all such confidential information that is written (including copies or extracts thereof), whether such confidential information was obtained before or after the execution hereof and shall continue to preserve, and shall use its reasonable efforts to cause its officers, employees, agents and representatives to continue to preserve, the confidentiality of all such information. All information concerning the Purchased Assets or operation of the Station obtained by Buyer or its affiliates pursuant to or in connection with negotiation of this Agreement will be used by Buyer and its affiliates solely for purposes related to this Agreement and, in the case of nonpublic information, will be kept in strict confidence by Buyer and its affiliates and will not be disclosed except as provided for above.

7.3.2. If a Party or a person to whom a Party transmits confidential information of another Party is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, criminal or civil investigative demand or similar process) to disclose any of such confidential information, such Party or person will provide the other applicable party with prompt written notice so that such Party may seek a protective order or other appropriate remedy or waive compliance with Section 7.3.1. If such protective order or other remedy is not obtained, or if the applicable Party waives compliance with Section 7.3.1, the Party subject to the request will furnish only that portion of such confidential information which is legally required and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded such confidential information.

## 8. CONDITIONS PRECEDENT.

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

8.1.1. Commission Consent. The Commission shall have granted its consent to the Assignment Application in accordance with the terms thereof, and such consent shall be in effect and such consent shall not be subject to any conditions which are adverse to Buyer or which in any way diminish the operating rights with respect to the Purchased Assets or the Station (except any such conditions as are expressly accepted by Buyer in writing) (the “**FCC Consent**”).

8.1.2. Finality. Unless otherwise waived by Buyer at its option pursuant to Section 10.1, the FCC Consent shall have become a Final Order (as defined below). “**Final Order**” means an order or action of the Commission as to which: (a) no request for stay by the FCC is pending, no such stay is in effect, and any deadline for filing a request for any such stay has passed; (b) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the deadline for filing any such appeal, petition, or application has passed; (c) the FCC has not initiated reconsideration or review on its own motion and the time in which such reconsideration or review is permitted has passed; and (d) no appeal to a court, or request for stay by a court, of the FCC’s action is pending or in effect, and the deadline for filing any such appeal or request has passed..

8.2. Seller’s Conditions to Closing. The obligations of Seller hereunder are, at its option, subject to satisfaction at or prior to Closing of each of the following conditions:

8.2.1. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Buyer at or prior to the Closing shall have been complied with or performed in all material respects.

8.2.2. Buyer shall have made each of the deliveries contemplated by Section 10.3.2 hereof or otherwise reasonably required by this Agreement.

8.3. Buyer’s Conditions to Closing. The obligations of Buyer hereunder are, at its option, subject to satisfaction at or prior to Closing of each of the following conditions:

8.3.1. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Seller at or prior to the Closing shall have been complied with or performed in all material respects.

8.3.2. Seller shall have made each of the deliveries contemplated by Section 10.3.1 hereof or otherwise reasonably required by this Agreement.

## 9. TAX MATTERS.

9.1. Tax Covenants. For purposes of this Agreement, (i) liability for any taxes determined by reference to income, capital gains, gross income, gross receipts, sales,

net profits, windfall profits, or similar items or resulting from a transfer of assets incurred during a period beginning before and ending after the Closing Date shall be allocated between the portion of the period beginning prior to and ending on the Closing Date and the portion of the period ending after the Closing Date shall be based on the date on which such items accrued; (ii) liability for all other taxes, such as real property taxes and personal property taxes, shall be pro-rated between such periods on a per diem basis based on the number of days in the taxable period for which each Party is liable for taxes hereunder; and (iii) any interest, penalties, additions to tax, or additional amounts that relate to taxes for any period, or a portion of any period, ended on or before the Closing Date shall be treated as occurring on or prior to the Closing Date whether such items are incurred, accrued, assessed, or similarly charged on, before or after the Closing Date.

9.2. Cooperation and Exchange of Information. The Seller, on the one hand, and Buyer, on the other, shall provide each other with such cooperation and information as either of them reasonably may request of the other in filing any tax returns or in connection with any audit or other proceeding in respect of taxes related to the Station's business and operation. Seller, on the one hand, and Buyer, on the other, shall retain all tax returns, schedules and work papers, records, and other documents in its possession relating to tax matters of the Station for any taxable period beginning before the Closing Date until the expiration of the statute of limitations of the taxable periods to which such tax returns and other documents relate, without regard to extensions.

## 10. CLOSING.

10.1. Closing Date. The consummation of the sale and purchase of the Purchased Assets provided for in this Agreement (the "**Closing**") is conditioned upon the granting of the FCC Consent. The date and time of the Closing shall be mutually agreed upon by Seller and Buyer, but shall not be more than five (5) business days after either (a) the date of the FCC Consent pursuant to the FCC's initial order or (b) at Buyer's option, the date the FCC Consent becomes a Final Order. The date on which the Closing is to occur is referred to herein as the "**Closing Date.**" Unless both Parties agree otherwise, the consummation of this Agreement shall be conducted by electronic means or express delivery.

10.2. Fees and Expenses. Each Party shall bear its own legal fees and any and all costs and expenses with respect to the preparation, filing, and prosecution of its part of the Assignment Application. The Buyer shall pay the Assignment Application fees required by the Communications Laws.

10.3. Performance at Closing. The following documents shall be executed and delivered at Closing:

10.3.1. By Seller. Seller shall deliver to Buyer:

10.3.1.1. a good standing certificate from Seller's jurisdiction of formation;

10.3.1.2. joint written instructions releasing the Escrow Deposit;

10.3.1.3. a certificate certifying the due authorization of this Agreement and the documents to be delivered pursuant hereto, together with copies of Seller's authorizing resolutions;

10.3.1.4. a certificate that each of the conditions set forth in Section 8.3.1 have been satisfied;

10.3.1.5. an assignment transferring to Buyer all of the interests of Seller in and to the Station Licenses in a form that is reasonably acceptable to Buyer;

10.3.1.6. a bill of sale conveying to Buyer the Station Equipment and other Purchased Assets which constitute tangible personal property, in a form that is reasonably acceptable to Buyer;

10.3.1.7. an assignment and assumption agreement whereby Seller shall assign to Buyer all of Seller's rights and obligations under the Assigned Contracts, in a form that is reasonably acceptable to Buyer (the "**Assignment and Assumption Agreement**");

10.3.1.8. an executed closing statement (the "**Closing Statement**");

10.3.1.9. a consent to assignment from the landlord or licensor for any Lease where such consent is required, in a form reasonably acceptable to Buyer, along with the estoppel certificate required under Section 5.6; and

10.3.1.10. such other instruments of transfer as may reasonably be requested by Buyer to vest title to the Purchased Assets in and to Buyer.

10.3.2. By Buyer. Buyer shall deliver to Seller:

10.3.2.1. joint written instructions releasing the Escrow Deposit;

10.3.2.2. the Closing Statement executed by Buyer;

10.3.2.3. the Assignment and Assumption Agreement executed by Buyer;

10.3.2.4. a certificate certifying the due authorization of this Agreement and the documents to be delivered pursuant hereto, together with copies of Buyer's authorizing resolutions;

10.3.2.5. a certificate that each of the conditions set forth in Section 8.2.1 have been satisfied;

10.3.2.6. the remainder of the Purchase Price; and

10.3.2.7. such other instruments of transfer as may reasonably be requested by Buyer to vest title to the Purchased Assets in and to Buyer.

10.4. Other Documents and Acts. The Parties will also execute such other documents and perform such other acts, before and after the Closing Date, as may be necessary for the complete implementation and consummation of this Agreement.

11. POST-CLOSING OBLIGATIONS. The Parties covenant and agree as follows with respect to the period subsequent to the Closing Date:

11.1. Buyer's Right to Indemnification. It is understood and agreed that Buyer does not assume and shall not be obligated to pay, any liabilities of Seller, all of which shall remain the sole responsibility of Seller, except those first accruing and payable on or after the Closing Date under the Contracts assigned to and assumed by Buyer hereunder. All representations, warranties, and agreements by Seller shall survive the Closing. Seller shall indemnify, defend, and hold Buyer and its affiliates, shareholders, directors, officers, employees, successors and assigns, representatives, and agents (collectively "**Buyer Indemnitees**") harmless from and against, and in respect of any and all losses, damages, costs, liabilities, deficiencies, judgments, penalties, claims, actions, obligations, and expenses (including reasonable legal and accounting fees) (collectively, "**Losses**"), resulting from or arising out of: (i) any and all claims, liabilities, and obligations arising from or related to Seller's ownership or operation of the Station or the Purchased Assets prior to the Closing hereunder including, without limitation, any claims arising in connection with any failure by

Seller to pay or discharge any liability relating to the Station that is not expressly assumed by Buyer pursuant to the provisions of this Agreement; (ii) any inaccuracy in or breach of any representation or warranty made by Seller in this Agreement; (iii) any breach of any covenant or obligation made or incurred by Seller in this Agreement; or (iv) any fraud or intentional misrepresentation by Seller.

11.2. Seller's Right to Indemnification. It is understood and agreed that Seller does not assume and shall not be obligated to pay, any liabilities of Buyer, all of which shall remain the sole responsibility of Buyer, except those first accruing and payable prior to the Closing Date under the Contracts assigned by Seller hereunder. Buyer shall indemnify and hold Seller and its affiliates, shareholders, directors, officers, employees, successors and assigns, representatives, and agents (collectively "**Seller Indemnitees**"), harmless from and against and in respect of any and all Losses resulting from or arising out of: (i) any and all claims, liabilities, and obligations arising from or related to Buyer's ownership or operation of the Station or the Purchased Assets after the Closing hereunder including, without limitation, any claims arising in connection with any failure by Buyer to pay or discharge any liability relating to the Station following the Closing; (ii) any inaccuracy in or breach of any representation or warranty made by Buyer in this Agreement; (iii) any breach of any covenant or obligation made or incurred by Buyer in this Agreement; or (iv) any fraud or intentional misrepresentation by Buyer.

11.3. Limitation of Liability. Notwithstanding anything set forth in Section 11.1 or Section 11.2 to the contrary: (a) the maximum aggregate liability of Seller or Buyer, as the case may be, pursuant to Section 11.1 or Section 11.2, as applicable, shall not exceed an amount equal to One Hundred and Twenty Thousand Dollars (\$90,000.00), provided that no claim for indemnification shall lie until the liability hereunder exceeds Fifteen Thousand Dollars (\$15,000.00); and (b) any claim for indemnification under Section 11.1 or Section 11.2, as the case may be, shall be made by notice to Seller or Buyer, as applicable, on or before the 12-month anniversary of the Closing Date; *provided however*, that the limitation contained in this Section 11.3 shall not apply with respect to any claim based upon fraud or intentional misrepresentation of any Party. For purposes of this Section, any inaccuracy in or breach of any representation or warranty and the amount of any Losses with respect to a breach shall be determined without regard to any materiality.

11.4. Notification, Indemnity Payments, and Survival. No claim for indemnification will arise until written notice thereof is given to the Party from whom indemnity is sought. The Parties agree to cooperate fully with each other in connection with the defense, negotiation, or settlement of any third-party legal proceeding, claim, or demand; *provided, however*, if the indemnifying Party has assumed the defense of a third-party claim, the indemnifying Party shall not, without

the written consent of the indemnified Party, enter into any settlement, compromise, discharge, or consent to the entry of any judgment which imposes any expense, obligation, or restriction upon the indemnified Party. The representations and warranties of Seller in Section 5 and of Buyer in Section 6, and the covenants of each Party in this Agreement, shall survive the Closing until the expiration of any applicable statutes of limitation. The Parties agree that any payments by one Party to the other Party made pursuant to this Agreement will be treated by the Parties on all applicable Tax returns as an adjustment to the Purchase Price, unless otherwise required by Law.

## 12. DEFAULT AND TERMINATION.

12.1. Breach and Opportunity to Cure. If either Buyer or Seller believes the other to be in default of any representation, warranty, covenant, term, or condition of this Agreement (a “**Default**”), the non-defaulting Party shall provide the defaulting Party with notice specifying in reasonable detail the nature of such default. If such default has not been cured by the earlier of: (i) the Closing Date, or (ii) within thirty (30) calendar days after delivery of such notice (the “**Cure Period**”), then the Party giving such notice may (a) terminate this Agreement, (b) extend the Closing Date (but no such extension shall constitute a waiver of such non-defaulting Party's right to terminate as a result of such default), and/or (c) exercise the remedies available to such Party pursuant to Sections 12.3 or 12.4, subject to the right of the other Party to contest such action through appropriate proceedings.

12.2. Termination. In addition to any termination rights provided for in other sections of this Agreement, this Agreement may be terminated, by written notice given by any Party (provided such Party is not then in material breach of any of its representations, warranties, covenants or duties hereunder) to the other Party hereto, at any time prior to the Closing Date as follows:

12.2.1. By mutual written consent of the Parties;

12.2.2. By either Buyer or Seller if a court of competent jurisdiction or governmental, regulatory or administrative agency or commission shall have issued an order, decree, or ruling or taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree, ruling or other action shall have become a Final Order;

12.2.3. By either Buyer or Seller, if the Closing has not occurred by a date that is nine (9) months from the execution date hereof;

12.2.4. By Buyer, if Seller fails to perform in any material respect or materially breaches any of its material representations, warranties, covenants, or duties under this Agreement, and Seller has not cured such failure to perform or breach within the Cure Period (a “**Seller’s Breach**”), and there also is not a Buyer’s Breach (defined below) at the time of the purported termination by Buyer; or

12.2.5. By Seller, if Buyer fails to perform in any material respect or materially breaches any of its material obligations, representations, warranties, covenants, or duties under this Agreement, and Buyer has not cured such failure to perform or breach within the Cure Period (a “**Buyer’s Breach**”), and there also is not a Seller’s Breach at the time of the purported termination by Seller.

12.3. Seller’s Remedies. Buyer recognizes that if the Transaction is not consummated as a result of a Buyer’s Breach, Seller would be entitled to compensation. In such event, Seller shall be entitled to the Escrow Deposit (and Buyer and Seller shall promptly deliver joint written instructions to the Escrow Agent directing the Escrow Agent to disburse the Escrow Deposit and to Seller by bank cashier’s check or wire transfer) as liquidated damages as Seller’s sole and exclusive remedy for a termination of this Agreement pursuant to a Buyer’s Breach.

12.4. Buyer’s Remedies. Seller agrees that the Purchased Assets include unique property that cannot be readily obtained on the open market and that Buyer would be irreparably injured if this Agreement is not specifically enforced after default. The parties agree, therefore, that in the event of a Seller’s Breach, Buyer shall be entitled to, in addition to all other remedies that may be available to it, bring an action to enforce the terms of this agreement by a decree of specific performance, it being agreed that Buyer may not be fully compensated for its loss through money damages alone.

13. RISK OF LOSS. The risk of loss or damage to the Purchased Assets shall be upon Seller at all times prior to the Closing. In the event of material loss or material damage, Seller shall use all reasonable efforts to repair, replace, or restore the lost or damaged property to its former condition as soon as possible. If such repair, replacement, or restoration has not been completed prior to the Closing Date, Buyer may, at its option:

13.1. elect to consummate the Transaction in which event Seller shall assign to Buyer all of Seller’s rights to insurance proceeds related to such casualty under any applicable insurance policies;

13.2. elect to postpone the Closing Date, with prior consent of the Commission, if necessary, which consent both Parties will use all reasonable efforts

to obtain, for such reasonable period of time (not to exceed ninety (90) days) as is necessary for Seller if Seller so elects in its sole discretion to repair, replace, or restore the lost or damaged property to its former condition; or

13.3. after the expiration of such extension period, if the lost or damaged property has not been adequately repaired, replaced, or a restored, Buyer may terminate this Agreement, and the Parties shall be released and discharged from any further obligation hereunder.

14. GENERAL PROVISIONS.

14.1. Brokerage. There is no broker or finder or other person who would have any valid claim for a commission or a brokerage fee in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding, or action on the part of Buyer or Seller. Each Party shall hold the other Party harmless from any and all obligations to any broker or finder claiming a commission of fee because of the other Party's actions.

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

14.3. Notices. All notices, requests, demands, and other communications pertaining to this Agreement shall be in writing and shall be deemed duly given when delivered: (a) personally (which shall include delivery by Federal Express; (b) via other nationally recognized, reputable overnight courier service that issues a receipt or other confirmation of delivery); (c) by electronic mail with such notice attached in Portable Document Format (PDF) provided that no automatic response relating to the addressee's absence is received and that such notice is also sent by mail with requests for delivery and read receipts, the return of such receipts being deemed conclusive evidence of such dispatch; or (d) three (3) business days after the date mailed by certified or registered U.S. mail, return receipt requested, in each case addressed to the persons, parties, or entities as follows:

<b>IF TO BUYER:</b>  <b>Bridge News LLC</b> 38955 Hills Tech Dr. Farmington Hills, MI 48331 <b>Attn.: Vincent Bodiford, CEO</b>	<b>IF TO SELLER:</b>  <b>Wireless Access, L.L.C.</b> 50 Swart St. Margaretville, NY 12455 <b>Attn: Glen Faulkner, CEO</b>
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<p>With a copy to (but shall not constitute notice):</p> <p>Alan Gocha, Esq. Oakland Law Group, PLLC 38955 Hills Tech Dr. Farmington Hills, MI 48331 <a href="mailto:agocha@oaklandlawgroup.com">agocha@oaklandlawgroup.com</a></p> <p>and</p> <p>Dan J. Alpert, Esq. The Law Office of Dan J. Alpert 2120 21st Rd. N Arlington, VA 22201 <a href="mailto:dja@commlaw.tv">dja@commlaw.tv</a></p>	<p>With a copy to (but shall not constitute notice):</p> <p>Scott W. Pohlman Pohlman Law Group PLC 44365 Premier Plaza #110 Ashburn, Virginia 20147 <a href="mailto:spohlman@pohlmanlaw.com">spohlman@pohlmanlaw.com</a></p> <p>and</p> <p>Davina S. Sashkin, Esq. Wilkinson Barker Knauer, LLP 1800 M Street, Suite 800N Washington, DC 20036 <a href="mailto:dsashkin@wbklaw.com">dsashkin@wbklaw.com</a></p>
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Any Party may change its address for notices by notice to the others given pursuant to this Section.

14.4. Exclusive Dealings. For so long as this Agreement remains in effect, neither Seller, nor any person acting on Seller's behalf shall, directly or indirectly, solicit or initiate any offer from, or conduct any negotiations with, any person other than Buyer concerning the acquisition of the Station.

14.5. Waiver. Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any Party at any time to require performance by any other of any provision of this Agreement shall not affect such Party's right thereafter to enforce the same; (ii) no waiver by any Party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting Party, and no such waiver shall be taken or held to be a waiver by such Party of any other preceding or subsequent default; and (iii) no extension of time granted by any Party for the performance of any obligation or act by any other Party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

14.6. Assignment. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party.

14.7. Entire Agreement. This Agreement and Schedules hereto (which are incorporated by reference herein), constitute the entire agreement between the Parties with respect to the subject matter hereof and referenced herein, supersede and terminate any prior agreements between the Parties (written or oral). This Agreement may not be altered or amended except by an instrument in writing signed by all Parties hereto.

14.8. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures on each such counterpart were on the same instrument.

14.9. Severability. If any one or more of the provisions contained in this Agreement should be found invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law.

14.10. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to the choice of law rules utilized in that jurisdiction.

14.11. Arbitration. The Parties hereto agree that any and all disputes, claims, or controversies arising out of or relating to this Agreement that are not resolved by mutual agreement shall be submitted to final and binding arbitration, pursuant to the United States Arbitration Act, 9 U.S.C Sec. 1 et seq. Either Party may commence the arbitration process called for in this Agreement by filing a written demand for arbitration to the other Party. The Parties covenant that they shall participate in any such arbitration in good faith, and that they shall share equally in its costs. The provisions of this Section may be enforced by any Court of competent jurisdiction, and the Party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including attorneys' fees, to be paid by the Party against whom enforcement is ordered. All arbitration proceedings shall be held in the State of Michigan.

14.12. Counsel. Both Parties acknowledge that they have had the right to obtain independent review of the documents and, consequently, each Party hereby waives the application of any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party whose counsel drafted that provision.

14.13. Effectiveness. This Agreement shall become effective immediately upon execution by each of the Parties hereto.

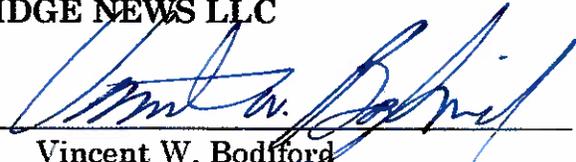
14.14. Further Assurances. After Closing, each Party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

[Signature Pages Follow]

**SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and through their duly authorized principals on the day and year first above written.

**BRIDGE NEWS LLC**

By: 

Vincent W. Bodiford  
Its: CEO

**WIRELESS ACCESS, LLC**

By: 

Glen Faulkner  
CEO

**Schedule 1.1**

**Station Licenses**

WVBG-LD, Facility No. 74018, Greenwich, New York

License, File No. 0000152272 (granted 7/13/2021)

Renewal of License, File No. 0000208877 (granted 5/10/2023; expires 6/1/2031)