

ASSET PURCHASE AGREEMENT

THIS AGREEMENT, dated as of the 1st day of April, 2022, by and between KMCE, Inc., a California Corporation ("Seller"), and Major Market Broadcasting of California, Inc., a California Corporation ("Buyer"), described herein collectively as the Parties;

WHEREAS, the Parties believe that the public interest, convenience and necessity would be served by the consummation of the transactions described herein.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Assets to Be Sold.** In consideration for the payments and other good and valuable consideration stated in the paragraphs below, and upon the terms and conditions set forth herein, on the Closing Date (as hereafter defined), Seller shall sell, assign, transfer, convey and deliver to Buyer the following assets: personal property tangible and intangible or mixed, intellectual property, contracts, rights there under expressly assumed by Buyer, deposits, goodwill, supplies, books records, plans, and all Licenses, construction permits and other governmental authorizations used or useful in the operation of the Stations KMCE-LD, Facility ID 35661 and K35PK-D, Facility ID 183829. **Schedule A** attached hereto also lists the equipment used or useful in the operation of the Station and to be conveyed to Buyer (the "Transmission Equipment"). **Schedule B** attached hereto lists the various third-party agreements used in the operation of the Station (the "3rd Party Agreements"), including programming agreements which, by their terms might be assumable by Buyer. Buyer will not be required to assume any contract set forth in **Schedule B**. All Assets have been deemed acceptable by Buyer and are offered strictly "as-is/where-is."

2. **Excluded Assets.** Notwithstanding anything to the contrary contained herein, this transaction specifically excludes all cash and cash equivalents of Seller, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, asset or money market accounts and all such similar accounts or investments, and all other personal assets, whether tangible or intangible, of any type or nature specifically listed as excluded by **Schedule C** attached hereto.

3. **Consideration.**

a. *Purchase Price.* The purchase price shall be **ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000.00)** in lawful money of the United States of America, which shall be the total consideration for Seller's sale of the Sale Assets stated in the previous paragraph (the "Purchase Price"). Buyer has deposited in the Attorney-Client Trust Account of Seller, Michael Couzens Law Office CA State Bar Trust Fund, at Bank of the West, No. 121100782 026-342782, an initial deposit of **TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00)**. As a State Bar trust facility, the account does not pay interest to the depositor. At the Closing, the Deposit shall be delivered to Seller as a credit against the Purchase Price. Should this Agreement be terminated prior to Closing, the Deposit shall be distributed as set forth in paragraph 14, below.

b. *Prorations and Adjustments.* Except as otherwise provided herein, all deposits, reserves, utility costs, FCC regulatory fees, and real and personal property taxes relating to the Sale Assets shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles as of 11:59 p.m. on the date immediately preceding the Closing Date. As to those prorations and adjustments not capable of being ascertained on the Closing Date, an adjustment and proration shall be made within sixty (60) calendar days of the

Closing Date.

c. *Allocations.* Prior to the Closing, an allocation of the Purchase Price among the Sale Assets shall be determined by mutual agreement of the parties. Filings under Section 1060 of the Internal Revenue Code of 1986, as amended, shall be made consistent with such allocation.

4. **No Liabilities Assumed Other Than Those Expressly Disclosed.**

Subject to the terms and conditions of this Agreement, on the Closing Date, Buyer shall assume all obligations arising after the Closing under any leases (the "Assumed Obligations"), and all obligations arising from the business or operation of the Station after the Closing. Buyer shall not assume any other liabilities or obligations of Seller or any prior owners or licensees of the Station. In addition, Buyer shall not be obligated to continue the employment of any current employees of the Station, and shall have no liabilities of any kind in connection therewith.

5. **FCC Consents.** It is understood and agreed by the Parties that the prior written consent of the FCC (the "FCC Consent") to an application for consent to the voluntary assignment of the Licenses (the "Assignment Application") is required before consummation of this Agreement can occur. The parties agree to file the Assignment Application within five (5) business days of the complete execution of this Agreement and Buyer agrees to pay the FCC filing fee. The parties agree and pledge to each other all reasonable mutual co-operation to achieve approval by the FCC of the Assignment Application, including but not limited to prosecuting the Assignment Application in good faith and in due diligence so as to achieve grant and finality thereof as expeditiously as practicable, and to take no action to delay or defeat approval.

6. **Closing Date.** Closing shall take place on a date selected by Buyer that is at least five business days and not more than 30 calendar days after the FCC issues Public Notice of having approved the assignment, with no material adverse conditions. The Closing shall take place at a location to be mutually agreed upon or may take place by wire transfer and email exchange of documents to be followed with delivery of originals by overnight courier.

7. **Title to and Condition of Sale Assets.** Seller currently has, and Seller will have at the Closing title to all Sale Assets, free and clear of all liens and encumbrances, except for liens for taxes not yet due and payable and for which buyer receives a credit pursuant to paragraph 2 hereof ("Permitted Liens"). Buyer has inspected all of the items of Sale Assets, and understands and agrees that they are being conveyed "as-is/where-is" with no representation or warranty as to operating condition or repair.

8. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer, the truth and accuracy of each of the following being expressly material to Buyer's execution of this Agreement, as follows:

a. *Organization, Standing and Authority.* Seller is a corporation duly organized and validly existing under the laws of the State of California and possesses the requisite legal and corporate authority (i) to own, lease, and use the Sale Assets as now owned, leased, or used, (ii) to conduct the business and operations of the Station as now conducted, and (iii) to execute and deliver this Agreement and the documents contemplated hereby and thereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Seller hereunder and thereunder.

b. *Authorization and Binding Obligation.* The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of Seller. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with its respective terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally, and by judicial discretion in the enforcement of equitable remedies.

c. *Absence of Conflicting Agreements.* The execution, delivery, and performance by Seller of this Agreement and the documents contemplated herein (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third party, (ii) will not conflict with any provision of the organizational documents of Seller; (iii) will not conflict with, result in a breach of, or constitute a default under, any applicable law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Seller is a party or by which Seller may be bound; and (v) will not create any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon any of the Sale Assets.

d. *Governmental Licenses.* **Schedule A** contains a true and complete list of the License(s). Seller is the authorized legal holder of the License(s). To Seller's knowledge the License(s) are not subject to any material restriction or condition not disclosed therein. The conduct of the business of the Station is in accordance with the Licenses in all material respects. To Seller's knowledge, there are no FCC enforcement proceedings or investigations ongoing pertaining to the Station.

e. *3rd Party Agreements.* **Schedule B** contains a true and complete list by Seller of current 3rd Party Agreements in place used or useful in the operation of the Station.

f. *Consents.* Except for the FCC Consents described in paragraph 5 above, and except for such consents as may be required with regard to 3rd Party Agreements that are disclosed in **Schedule B**, no consent, approval, permit, or authorization of, or declaration to or filing with any governmental or regulatory authority, or any other third party is required (i) to consummate this Agreement and the transactions contemplated hereby, or (ii) to permit Seller to assign or transfer the Sale Assets to Buyer.

g. *Claims and Legal Actions.* Except for any investigations or rule making proceedings generally affecting the broadcasting industry, to Seller's knowledge, there is no claim, legal action, counterclaim, suit, arbitration, governmental investigation or other legal, administrative, or tax proceeding, nor any order, decree or judgment (collectively, "Litigation"), in progress or pending or threatened, against or relating to Seller with respect to its ownership or operation of the Station, nor does Seller know of any basis for such Litigation, including performance of Seller's obligations set forth herein.

h. *Compliance with Laws.* To the Seller's knowledge it has complied in all material respects with the Licenses and all federal, state, and local laws, rules, regulations, and ordinances applicable or relating to the ownership and operation of the Station. To Seller's knowledge, neither the ownership, nor use of the properties of the Station, nor the conduct of the business or operations of the Station conflicts with the rights of any other person or entity.

i. *Broker.* No broker, finder or other person has been employed by Seller or is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any action or agreement by Seller.

j. *Tower Lease.* **Schedule B** includes a description of the Tower Lease. Seller has received no notice alleging that any of the Station's operations under its Tower Lease fails to comply with applicable zoning laws or the building, health, fire and environmental protection codes of applicable governmental jurisdictions. All accrued and currently payable rents and other payments required to be paid under the Tower Lease have been paid.

k. *Full Disclosure.* No representation or warranty made by Seller in this Agreement or in any certificate, document, or other instrument furnished or to be furnished by Seller pursuant hereto, contains or will contain any untrue statement of a material fact, or omits or will omit any material fact required to make any statement made herein or therein not misleading.

9. **Buyer's Representations and Warranties.** The truth and accuracy of each of the following being expressly material to Seller's execution of this Agreement, Buyer represents and warrants to Seller, as follows:

a. *Standing and Authority.* Buyer Major Market Broadcasting of California, Inc. is a California Corporation licensed to do business in the State of California, and to own, lease, and use the Sale Assets. Buyer represents and warrants that it is qualified (i) to own, lease, and use the Sale Assets, (ii) to conduct the business and operations of the Station, and (iii) to execute and deliver this Agreement and the documents contemplated hereby and thereby, and to perform and comply with all of the terms, covenants and conditions to be performed and complied with by Seller hereunder and thereunder.

b. *Binding Obligation.* The execution, delivery, and performance of this Agreement by Buyer has been duly authorized by all necessary corporate actions on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

c. *Absence of Conflicting Agreements.* Subject to obtaining the FCC Consent, the execution, delivery, and performance by Buyer of this Agreement and the documents contemplated hereby and thereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third party; (ii) will not conflict with the organizational documents of Buyer; (iii) will not conflict with, result in a breach of, or constitute a default under, any applicable law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; or (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Buyer is a Party or by which Buyer may be bound.

d. *Qualification.* Buyer is legally and financially qualified under the Communications Act of 1934, as amended, and the rules, regulations and policies of the

FCC to acquire the Station.

e. *Full Disclosure.* No representation or warranty made by Buyer in this Agreement or in any certificate, document, or other instrument furnished or to be furnished by Buyer pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact and required to make any statement made herein or therein not misleading.

f. *Claims and Legal Actions.* To Buyer's knowledge, there is no claim, legal action, counterclaim, suit, arbitration, governmental investigation or other legal, administrative or tax proceeding, nor any order, decree or judgment, in progress or pending, against or relating to Buyer that would prevent or materially impede the consummation of the transactions contemplated by this Agreement, nor does Buyer know of any basis, including performance of Buyer's obligations set forth herein, for such Litigation.

10. **Conditions Precedent to Buyer's Obligations.** The obligations of Buyer under this Agreement are, at its election, subject to the fulfillment on or prior to the Closing Date of each of the following conditions precedent:

a. Buyer understands and agrees that Station KMCE-LD is Silent and Dark, pursuant to Special Temporary Authorization granted by FCC.

b. The Assignment Application shall have been granted by the FCC, without the imposition on Buyer of any materially adverse conditions requiring Buyer's compliance, and Seller shall have complied with any conditions imposed on it by the FCC Consent.

c. Seller shall be the holder of all FCC Licenses and there shall not have been any modification of or any condition or restriction imposed upon the FCC license that could have a materially adverse effect on the Station or the conduct of its business and operations. No proceeding shall be pending or threatened the effect of which could be to revoke, cancel, fail to renew, suspend, or modify adversely the FCC Licenses.

d. All representations and warranties of Seller contained in this Agreement shall be true and complete in all respects at and as of the Closing Date as though made at and as of that time except to the extent that breaches of the representations and warranties of Seller do not individually or in the aggregate materially adversely affect the Station taken as a whole or the ability of Seller to complete the transaction.

e. Seller shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

f. Seller shall have made or stand ready and willing to make all the deliveries to Buyer set forth in paragraph 12 below.

g. No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any party hereto which: (i) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (ii) questions the validity or legality of any transaction contemplated hereby; or (iii) seeks to enjoin any transaction contemplated

hereby.

h. Seller shall be the holder of the Licenses in good standing, the Licenses shall be in full force and effect for a full normal term.

11. **Conditions Precedent to Seller's Obligations.** The obligations of Seller under this Agreement are, at its election, subject to the fulfillment on or prior to the Closing Date of each of the following conditions precedent:

a. The Assignment Application shall have been granted without the imposition on Seller of any materially adverse conditions requiring Seller's compliance, and Buyer shall have complied with any conditions imposed on it by the FCC Consents.

c. All representations and warranties of Buyer contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time, except for changes contemplated by this Agreement.

d. Buyer shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

e. Buyer shall have made or stand ready and willing to make all the deliveries set forth in paragraph 13 below.

f. No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any Party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby.

12. **Closing Deliveries By Seller.** At the time and in the manner prescribed in paragraph 6 above, Seller shall make the following Closing Deliveries to Buyer:

Transfer Documents. Duly executed bills of sale, assignments (including an assignment of the FCC Licenses), and other transfer documents which shall be sufficient to vest title to the Sale Assets in Buyer's name.

13. **Closing Deliveries By Buyer.** At the time and in the manner prescribed in paragraph 6 above, Buyer shall make the following Closing Deliveries to Seller:

Purchase Price. The Purchase Price as described in paragraph 2 above, plus or minus any closing adjustments.

14. **Termination.** This Agreement may be terminated at any time prior to Closing as follows:

a. by mutual written consent of Buyer and Seller;

b. by written notice of Buyer to Seller if Seller (i) does not satisfy the material conditions or perform the material obligations to be satisfied or performed by it on the Closing Date; (ii) breaches in any material respect any of its representations or warranties or

defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);

c. by written notice of Seller to Buyer if Buyer (i) does not satisfy the material conditions or perform the material obligations to be satisfied or performed by it on the Closing Date; or (ii) breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);

d. by written notice of Buyer to Seller, or by Seller to Buyer, if the FCC dismisses or denies the Assignment Application, *provided, however*, that either party shall have the right to pursue a request for reconsideration, review or appeal at that party's own expense, with the reasonable cooperation of the other party, except that such cooperation shall not be required to extend to participation in any trial-type hearing or judicial appeal;

e. by written notice of Seller to Buyer, or of Buyer to Seller, if the Closing shall not have been consummated on or before a date which is twelve (12) months after the execution of this Agreement, and if the party giving notice is not then in material default hereunder.

The term "Cure Period" as used herein means a period commencing on the date that a party receives from the other written notice of breach or default hereunder and continuing for thirty (30) days thereafter.

15. Damages/Remedies.

a. The termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

b. Upon termination under Section 14.a, d, or e, the obligation of the parties to close shall terminate, the Deposit shall be returned to Buyer, and neither party will have any further liability or obligation to the other, except with respect to Sections 17 and 18 as to indemnification and expenses. In any action by a Party to enforce the provisions hereof by specific performance, the opposing Party shall waive the defense that there is an adequate remedy at law or in equity and agree that moving Party shall have the right to obtain specific performance of the terms of this Agreement. The prevailing Party in court shall be entitled to receive, in addition to any other relief, its court costs and reasonable attorneys' fees.

c. Upon termination under Section 14.c, due to default of the Buyer, the obligation of the parties to close shall terminate, and Seller shall be entitled to retain the Deposit as liquidated damages.

16. Interference with Operations/Operations Pending Closing. From the date hereof onward until the Closing Date, Buyer shall not attempt to interfere with the operations of Seller and the Station. Upon the Closing Date, and thereafter, Seller shall make no attempt to control the Station, incur any debts or obligations against the Station, or otherwise interfere in the operations of the Station. After the Closing Date, Seller shall retain no right of reversion of the Licenses, no reassignment of the Licenses in the future, and no right to use the facilities of the Station for any period whatsoever.

17. Indemnification: Survival.

a. *By Seller.* From and after the Closing, Seller shall defend, indemnify and hold harmless Buyer from and against losses, damages, liabilities and expenses, including reasonable attorney's fees and expenses ("Buyer's Damages"), incurred by Buyer arising out of or resulting from (i) any failure by Seller to perform any covenant or agreement contained in this Agreement, or any other breach or default by Seller under this Agreement; and (ii) the business and operation of the Station before the Closing.

b. *By Buyer.* From and after the Closing Buyer shall defend, indemnify and hold harmless Seller from and against all losses, costs, damages, liabilities and expenses, including reasonable attorney's fees and expenses, incurred by Seller arising out of or resulting from (i) any failure by Buyer to perform any covenants or agreement or agreement contained in this Agreement or any other breach or default by Buyer under this Agreement; the failure of Buyer to perform any assumed obligations; and (iii) the business or operation of the of the Station after the Closing.

c. *Claims Pursuant to Indemnities.* If any claim covered by the foregoing indemnities is asserted against any other indemnified Party (the "Indemnatee"), the Indemnatee shall promptly give the other Party (the "Indemnitor") notice of such claim. Under no circumstance shall any claim for indemnification hereunder arise until the aggregate amount of all such claims exceeds the sum of \$5,000 and then shall be limited to only the extent of such excess up to the total amount of the Purchase Price.

d. *Survival.* The representations and warranties contained herein and in the documents to be executed and delivered in connection herewith shall survive the Closing for a period of thirty (30) days from the Closing Date.

18. **Expenses.** Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement; provided, however, Buyer shall pay all FCC filing fees.

19. **Benefit and Binding Effect; Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns. Neither Party hereto may assign this Agreement without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld, except that Buyer may assign this Agreement to another entity under common majority control with Buyer upon notice to Seller.

20. **Further Assurances.** The parties shall take any reasonable actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement, including, in the case of Seller, any additional bills of sale, deeds, or other transfer documents that, in the reasonable opinion of Buyer, may be necessary to ensure, complete, and evidence the full and effective transfer of the Sale Assets to Buyer pursuant to this Agreement.

21. **Governing Law.** This Agreement shall be governed, construed and enforced by and in accordance with the laws of the State of California, without regard to the "Choice of Law" provisions thereof.

22. **Headings.** The headings of the paragraphs of this Agreement are for the convenience of the parties only, and do not in any way modify, interpret or construe the meaning of the provisions hereof.

23. **Gender and Number.** Words used in this Agreement, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context require.

24. **Notices.** All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing; (b) delivered by personal delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested; (c) deemed to have been given on the date of personal delivery or facsimile transmission and acknowledgment of receipt or the date set forth in the records of the delivery service or on the return receipt; and (d) addressed as follows:

If to Seller:

Shirley Jackson
KMCE, Inc.
27 Eugenia Avenue
Aptos, CA 95003
831-768-8668
manager@kmce.tv

With a Copy which shall not constitute notice to:

Michael Couzens Law Office
6536 Telegraph Avenue, Suite B201
Oakland, CA 94609
Tel: 510.658.7654
cuz@well.com

If to Buyer:

Ravi Kapur
Major Market Broadcasting of California, Inc.
2383 Pruneridge Avenue, Suite 4
Santa Clara, CA 95050
415.886.7284
fcc@chicago22.com
ravi@chicago22.com

With a Copy which shall not constitute notice to:

Davina S. Sashkin
BakerHostetler
1050 Connecticut Ave, N.W. | Suite 1100
Washington, DC 20036-5403
T +1.202.861.1759
M +1.202.255.0600
dsashkin@bakerlaw.com

25. **Entire Agreement.** This Agreement, the schedules hereto, and other certificates and other documents, collectively represent the entire understanding and agreement between Buyer and Seller with respect to the subject matter hereof. This Agreement supersedes all prior negotiations between the parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

26. **Waiver of Compliance: Consents.** Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this paragraph.

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

28. **No Third Party Beneficiaries.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto-and their heirs, successors, or permitted assigns any rights or remedies under or by reason of this Agreement.

29. **Severability.** The parties agree that if one or more provisions herein shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

30. **Execution**

KMCE, INC., A CALIFORNIA CORPORATION ("SELLER")

Dated: 4-1-22

By: 

Print Name: Shirley Jackson

Title: CFO

**MAJOR MARKET BROADCASTING OF CALIFORNIA, INC.,
A CALIFORNIA CORPORATION ("BUYER")**

Dated: April 1, 2022

By: 

Print Name: Ravi Kapur

Title: President

Schedule A - Assets which convey with the Agreement:

Buyer has been given ample time to become familiar with the state of all Assets and acknowledges that they are acceptable now and at the closing of Agreement and will be received from Seller "as-is/where-is".

- **License KMCE-LD, FacID: 35661**, Channel 24 at Fremont Peak.
 - This is the Displacement Channel applied for and granted by the FCC during the 're-pack' process.
 - Work on Displacement systems at Fremont Peak were undertaken, and License to Cover was successfully granted on 01/31/2019.
 - KMCE, Inc. feeds Fremont Peak via a singular, simplex, point-to-point microwave(WPXF507) shared by both Licenses from 135 Aviation Way #19, Watsonville, CA 95076.
 - Equipment that comprises the Transmission Equipment will convey with the Sale, including any: Satellite Dish(s), Adtec Commercial Insertion Devices, Channel Mux/PSIP device, Microwave Dishes and TX/RX units, unlicensed wireless WAN/data link, 8VSB Demod/ASI unit, Gates Air Transmitter, Mask Filter, 4x2 Scala Antenna Array and RF Feed line, etc.
 - Buyer takes on all responsibilities and expenses on receiving any and all Assets, including possible removal, re-installing, disposal, etc.
 - KMCE-LD currently has a Construction Permit to move to "Mt Madonna".
- NOTE: KMCE, Inc. will not participate in any activities surrounding a possible Transmitter/Antenna relocation to Mt Madonna. Any and all activities Buyer chooses to initiate regarding a potential move/build, and any and all Expenses incurred would wholly be at Buyer's expense and responsibility.
- Any and all activities contemplated and/or necessary projects Buyer chooses to initiate and all Expenses incurred would wholly be at Buyer's expense and responsibility.
- **License K35PK-D, FacID: 183829**, Channel 35 at Fremont Peak.
 - This is the Displacement Channel applied for and granted by the FCC during the 're-pack' process.
 - Work on Displacement systems at Fremont Peak were undertaken, and License to Cover was successfully granted on 02/07/2020.
 - KMCE, Inc. feeds Fremont Peak via a singular, simplex, point-to-point microwave(WPXF507) shared by both Licenses from 135 Aviation Way #19, Watsonville, CA 95076
 - Equipment that comprises the Transmission Equipment will convey with the Sale, including any: Satellite Dish(s), Adtec Commercial Insertion Devices, Channel Mux/PSIP device, Microwave Dishes and TX/RX units, unlicensed wireless WAN/data link, 8VSB Demod/ASI unit, Mask Filter, 2x1 Kathrein Antenna Array and RF Feed line, etc.
 - Buyer takes on all responsibilities and expenses on receiving any and all Assets, including removal, re-installing, disposal, etc.

Additionally:

- Seller has removed the legacy R&S Transmitter components from Fremont Peak so that Buyer may replace the CH24 Transmitter.
- There are no assurances or warranties expressed or implied from KMCE, Inc. on any existing equipment or systems, nor any aspects of the business such as contracts, revenue and/or expense expectations, etc.

- KMCE-LD is legally Silent at this time of entering the APA.
- KMCE, Inc. will not participate in any activities surrounding a possible Transmitter upgrade/replacement.
- Any and all activities contemplated and/or necessary projects Buyer chooses to initiate and all Expenses incurred would wholly be at Buyer's expense and responsibility.
- Any associated FCC Authorizations, Construction Permits, 13GHz Licensed Microwave Paths - WPXF507, etc. will convey with sale.
- In cases where a Client may have pre-paid KMCE, Inc. for advertising time which has not been fulfilled at the time of Closing, Seller can either a) refund the Advertiser for the pro-rated time remaining on the Sales Order -or- b)if Buyer agrees, Buyer may fulfill the flights remaining on the Sales Order, and Seller will remit the pro-rated balance of those pre-paid flight(s) to Buyer.
- Email domains will convey with sale.
- Prepared Marketing/Sales Materials and Media Library will convey with sale.
- Seller offers their goodwill and efforts to assist Buyer with a smooth transition. Buyer will provide introduction(s) to Clients, Employees, Media Partners, etc. so Buyer can continue 'business as usual' as Buyer sees fit.
- Seller will deliver Assets to Buyer with no liens or encumbrances or unresolved debts to any third party.
- There are no assurances or warranties expressed or implied from KMCE, Inc on any existing equipment or systems, nor any aspects of the business such as contracts, revenue and/or expense expectations, etc.

Schedule B - 3rd Party Agreements:

The following list contains Agreements, Contracts and/or Accounts KMCE, Inc. has in place to conduct Station business. In general, these Contracts/Accounts are not assignable, and Buyer will have to make arrangements to cancel, continue, renegotiate, or dispose of in Buyer's name as they see fit:

- Azteca America - Affiliation Agreement, National Sales Agreement
- Jewelry TV - Affiliation Agreement, Revenue Share Agreement
- Paid Programming/Pay-per-Inquiry Partners: Local Churches, Cornerstone, Desert Media, etc.
- Comcast - Re-Trans Agreement
- Charter - Re-Trans Agreement
- Dish Network - Re-Trans Agreement
- Various 'Trade Agreements' with other Media Partners such as: Radio Broadcasters, Print, Public Service Organizations, Concert Promoters, etc.
- Crown Castle - Landlord for Fremont Peak. Tower and Building Space Lease, Emergency Power, Monthly Electrical Charges(pass-through).
- Davis Property Group - Landlord for 135 Aviation Way #19, Watsonville, CA 95076 - Month to month Office/Studio Space Rent, Water, Sewer.
- AT&T - Phones and Internet at Office/Studio.
- PG&E - Electricity at Office/Studio.
- City of Watsonville - Refuse and Recycling at Office/Studio, Business Licensing
- Earthlink - Email domain(s)

Schedule C - Assets which will not convey with sale:

- The Corporation KMCE, Inc. and all Accounts Receivable/Payable will not convey with sale.
- Personal Property/Tooling of Employees and/or other Partners at Fremont Peak or 135 Aviation Way #19, Watsonville, CA 95076 will not convey with the sale.