

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into as of May 13, 2022, by and between **MARCO BROADCASTING, INC.** ("Marco Broadcasting"), a Florida limited liability company ("Seller"), and **VIC CANALES MEDIA GROUP, LLC** a Florida limited liability company ("Buyer").

WHEREAS, Seller owns the following broadcast radio stations (the "Stations"), pursuant to licenses issued by the Federal Communications Commission ("FCC");

WWNN(AM), Pompano Beach, FL, FCC Facility ID No. 73930 ("WWNN")

W237BD, Boca Raton, FL, FCC Facility ID No. 138667

W245BC, Lauderdale Lakes, FL, FCC Facility ID No. 138625

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller substantially all of the assets used solely in connection with the Stations,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - PURCHASE OF ASSETS

1.1 Transfer of Assets. On the Closing Date (as hereinafter defined), subject to the conditions contained herein, Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase, assume and accept from Seller, the assets, properties, contracts, interests and rights of Seller of whatsoever kind and nature, used solely in connection with the operation of the Stations, including those assets that are specifically described below ("Station Assets");

- (a) all licenses, permits, pending applications and other authorizations relating to the Stations identified on Schedule 1.1(a) ("FCC Licenses");
- (b) the equipment identified on Schedule 1.1(b) ("Tangible Personal Property"), together with any additions thereto or replacements thereof made between the date hereof and the Closing Date;
- (c) all of Seller's right, title and interest in and to the Stations' intangible personal property described on Schedule 1.1(c) ("Intangible Property");
- (d) all contracts, agreements and leases that are used in the operation of the Stations and listed on Schedule 1.1(d), together with all contracts, agreements and leases made between the date hereof and Closing in accordance with this Agreement (the "Station Contracts");
- (e) Seller's interest in the leased real property used in the operation of the Stations and listed on Schedule 1.1(e), attached hereto (the "Real Property Leases"); and

- (f) all files, documents and records (or copies thereof) relating solely to the operation of the Stations, including, but not limited to, access codes for the online public inspection files and other records required by the FCC and all user manuals, schematics, warranties, mechanical drawings, and engineering data, relating to the Stations and the Tangible Personal Property.

1.2 Allocation. On or before the Closing Date, Seller and Buyer shall use reasonable efforts to agree to an allocation of the Purchase Price for tax purposes in accordance with the respective fair market values of the Station Assets and the goodwill being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended. If the parties cannot mutually agree on an allocation of the Purchase Price, then Buyer and Seller shall use separate allocations in completing and filing Internal Revenue Code Form 8594 for federal income tax purposes.

1.3 No Liens. The Station Assets shall be transferred to Buyer free and clear of all liens, encumbrances, debts, security interests, mortgages, trusts, claims, pledges, charges, covenants, conditions, defects in title or restrictions of any kind ("Liens"), except for liens for (i) for taxes, assessments and other governmental obligations not yet due and payable, (ii) materialmen's, mechanics', workmen's, repairmen's or other Liens arising in the ordinary course of business that will be released at or prior to the Closing Date, (iii) statutory landlord's liens and liens for current taxes not yet due and payable (or being contested in good faith); and (iv) rights reserved to any governmental authority to regulate the affected property ("Permitted Liens").

1.4 Assumption of Obligations. At Closing, Buyer shall assume and agree to pay, discharge and perform all liabilities, obligations and commitments arising under the Station Contracts to the extent they accrue, or relate to, the period after the Adjustment Time (collectively, the "Assumed Obligations").

1.5 Retained Liabilities. Except as set forth in Section 1.5, Buyer does not, and shall not, assume or be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated hereby, any liability, obligation, commitment, undertaking, expense or agreement of Seller of any nature whatsoever whether known or unknown or absolute or contingent.

1.6 Local Marketing Agreement. A Local Marketing Agreement shall be executed concurrently with this Agreement.

ARTICLE 2 - CONSIDERATION

2.1 Purchase Price.

- (a) In consideration for the sale of the Station Assets, Buyer shall, at the Closing, in addition to assuming the Assumed Obligations pay to Seller One Million Four-Hundred and Fifty Thousand Dollars (\$1,450,000) (the "Purchase Price"), subject to distribution under the terms as provided herein.

- (b) Following the execution of this Agreement and the submission of the FCC Application,, Buyer shall make a cash deposit in immediately available funds in an amount equal to One Hundred Thousand Dollars (\$100,000) (the "Deposit") to be paid to Seller as an earnest money deposit.
- (c) Upon closing, Buyer shall pay to Seller Eight Hundred and Fifty Thousand Dollars. Buyer shall further provide to Seller a Five Hundred Thousand Dollar Secured Note to be held by Seller interest free.
- (d) Following closing, Buyer shall pay the remaining balance to Seller in the following manner: Three Hundred Thousand Dollars (\$300,000) paid to Seller on or about December 31st, 2022; One Hundred Thousand Dollars (\$100,000) paid to Seller on or about May 31st, 2023; and One Hundred Thousand Dollars to be paid to a charity designated by Marc Paskin on behalf of the Seller on or about May 31st, 2023. The Buyer shall receive any and all tax benefits from the payment to the charity.

2.2 Proration of Income and Expenses. Except as otherwise provided herein, all income and expenses arising from Seller's ownership of the Station Assets to be conveyed hereunder shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles as of 12:01 a.m., Eastern time, on the Closing Date (the "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.

ARTICLE 3 - FCC CONSENT

3.1 FCC Consent. The transactions contemplated hereby are expressly conditioned on and subject to the prior consent and approval of the FCC to assignment of the FCC Licenses from Seller to Buyer ("FCC Consent") without the imposition of any conditions on the assignment of the FCC Licenses which would reasonably be expected to have a material adverse effect on the results of operations of Buyer or the Stations, except those conditions stated thereon or generally applicable to broadcast stations comparable to the Stations. No Closing shall occur prior to Buyer's receipt of FCC Consent.

3.2 FCC Application. Within ten (10) business days after the date of this Agreement, each party shall prepare, execute and submit its respective portion of an assignment application for FCC Consent ("FCC Application") and all information, data, exhibits, resolutions, statements, and other materials necessary and proper in connection with such FCC Application. Each party further agrees expeditiously to prepare amendments to the FCC Application whenever such amendments are required by the FCC or its rules. The parties agree to equally divide expenses incurred in the prosecution of the FCC Application and any related application fees.

ARTICLE 4 - CLOSING

4.1 Closing. Subject to Section 11.1 of this Agreement and except as otherwise mutually agreed upon by Seller and Buyer, the consummation of the sale and purchase of the

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Station Assets and the assumption of the Assumed Obligations hereunder (the "Closing") shall take place (by electronic exchange of the documents to be delivered at the Closing) within ten (10) business days of the granting of the FCC Application. The date on which the Closing is to occur is referred to herein as the "Closing Date." "Final Order" means an action by the FCC: (x) that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended; (y) with respect to which no request for stay, motion or petition for rehearing, reconsideration or review, or application or request for review or notice of appeal or sua sponte review by the FCC is pending; and (z) as to which the normal time for filing any such request, motion, petition, application, appeal or notice, and for any reconsideration, stay or setting aside by the FCC on its own motion or initiative, has expired.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents, warrants and covenants to Buyer as follows:

5.1 Organization and Standing. The Seller is duly organized, validly existing and in good standing under the laws of the State of its organization and is qualified to do business in each jurisdiction in which the Station Assets are located.

5.2 Authority.

- (a) Seller has all necessary power and authority to enter into this Agreement and all other agreements, documents, certificates and instruments delivered or to be delivered hereunder by Seller (collectively, the "Seller Documents"), to perform each of its obligations thereunder, and to consummate the transactions contemplated thereby. Each of the Seller Documents has been, or at or prior to the Closing will be, as the case may be, duly executed and delivered by Seller and constitutes, or will constitute at the Closing, as the case may be, a valid and binding obligation of Seller, enforceable against Seller in accordance with its respective terms.
- (b) The execution and delivery by Seller of the Seller Documents does not or will not, and the consummation of the transactions contemplated thereby will not: (i) conflict with, or result in a violation of, any provision of Seller's organizational documents; (ii) constitute or result in a breach of or default (or an event which with notice or lapse of time, or both, would constitute a default) under, or result in the termination or suspension of, or accelerate the performance required by, or result in a right of termination, cancellation or acceleration of any contract, or any other material agreement, indenture, covenant, instrument, license or permit by which Seller is bound; (iii) create any Lien upon any of the Station Assets; or (iv) constitute, or result in, a violation of any judgment, ruling, order, writ, injunction, decree, statute, law, rule or regulation applicable to Seller or any of the Station Assets.

5.3 No Defaults. Neither the execution, delivery and performance by Seller of this Agreement nor the consummation by Seller of the transactions contemplated hereby is an event that, of itself or with the giving of notice or the passage of time or both, will: (a) violate any

judgment, decree, order, statute, law, rule or regulation of any court, arbitrator or government or regulatory body applicable to Seller, the Stations or the Station Assets; or (b) result in the creation or imposition of any lien, charge or encumbrance against the Stations or the Acquired Assets.

5.4 FCC Licenses.

- (a) Schedule 1.1(a) hereto contains a true and complete list of the FCC Licenses. Marco Broadcasting is the authorized legal holder of the FCC Licenses. The FCC Licenses will be in full force and effect, unimpaired by any act or omission of Seller. The FCC Licenses are all of the licenses, permits or other authorizations issued by the FCC necessary to operate the Stations in the manner as such operations currently are conducted and there are no conditions upon the FCC Licenses except those conditions stated thereon or generally applicable to broadcast stations comparable to the Stations.
- (b) No proceedings are pending or to Seller's knowledge, threatened (other than proceedings applicable to the radio industry as a whole) nor, to Seller's knowledge, do any facts exist which may reasonably result in the revocation, materially adverse modification, non-renewal or suspension of any of the FCC Licenses, the denial of any pending material applications related to the FCC Licenses, or, the imposition of any administrative actions by the FCC with respect to the FCC Licenses.
- (c) Seller has filed with the FCC all material reports or applications with respect to the FCC Licenses and the Stations.

5.5 Tangible Personal Property. Schedule 1.1(b) hereto contains a true and complete list of the Tangible Personal Property. Seller: (a) is the owner of all of the Tangible Personal Property it purports to own, (b) has a valid leasehold interest in the Tangible Personal Property it purports to lease, and (c) has a valid license right (whether as a licensor or licensee) in the Tangible Personal Property it purports to license, in all cases free and clear of any Liens, except for Permitted Liens. The Tangible Personal property is being sold "where is, as is." Seller makes no warranty of condition, fitness for a particular use, merchantability, or other warranty with respect to any of the items of Tangible Personal Property. Buyer acknowledges that it has made such inspection of the Tangible Personal Property as it desires to make and accepts the same without warranty.

5.6 Intangible Property. Schedule 1.1 (c) hereto contains a true and complete list of the Intangible Property. Seller has no knowledge that, and has not received notice of any claim that, its use of any Intangible Property infringes upon or conflicts with any third party rights. Seller owns the Intangible Property free and clear of Liens other than Permitted Liens.

5.7 Station Contracts. Schedule 1.1(d) contains a list of all contracts used in the operation of the Stations that are to be assumed by Buyer at Closing, other than contracts for the sale of advertising time entered into in the ordinary course of business. Each of the Station

Contracts (including each Real Property Lease) is in effect and is binding upon Seller and, to Seller's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally).

5.8 Real Property Leases. Schedule 1.1(e) includes a description of the Real Property Leases. Seller has provided to Buyer true and complete copies of the Real Property Leases. The Real Property Leases provide sufficient access to the Stations' facilities without need to obtain any other access rights.

5.9 Litigation. To Seller's knowledge: (a) Seller is not subject to any judgment, award, order, writ, injunction, arbitration decision or decree with respect to or affecting the Stations or the Station Assets; (b) there is no third party claim, litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against Seller with respect to the Stations in any federal, state or local court, or before any administrative agency, arbitrator or other tribunal authorized to resolve disputes; (c) there is no third party claim, litigation, proceeding or investigation pending or, to the best of Seller's knowledge, threatened against Seller with respect to the Stations, which seeks to enjoin or prohibit, or otherwise questions the validity of the transactions contemplated by this Agreement.

5.10 Insurance. Seller maintains insurance policies with respect to the Stations and the Station Assets in commercially reasonable amounts.

5.11 Compliance with Laws. Seller has complied in all material respects with all United States (federal, state, local) or foreign statute, law, code or ordinance, or any regulation, rule, code, order, judgment, injunction, decree, decision, or policy of any governmental authority (including courts) ("Laws") applicable to the operation of the Stations and the ownership or holding of the Acquired Assets.

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents, warrants and covenants to Seller as follows:

6.1 Organization and Standing. Buyer is duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business in each jurisdiction in which the Station Assets are located.

6.2 Authority.

- (a) Buyer has all necessary power and authority to enter into this Agreement and all other agreements, documents, certificates and instruments delivered or to be delivered hereunder by Buyer (collectively, the "Buyer Documents"), to perform each of its obligations thereunder, and to consummate the transactions contemplated thereby. Each of the Buyer Documents has been, or at or prior to the Closing will be, as the case may be, duly executed and delivered by Buyer and constitutes, or will constitute at the Closing, as the case may be, a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms.

- (b) The execution and delivery by Buyer of the Buyer Documents does not or will not, and the consummation of the transactions contemplated thereby will not: (i) conflict with, or result in a violation of, any provision of Buyer's organizational documents; (ii) constitute or result in a breach of or default (or an event which with notice or lapse of time, or both, would constitute a default) under, or result in the termination or suspension of, or accelerate the performance required by, or result in a right of termination, cancellation or acceleration of any contract, or any other material agreement, indenture, covenant, instrument, license or permit by which Buyer is bound; or (iii) constitute, or result in, a violation of any judgment, ruling, order, writ, injunction, decree, statute, law, rule or regulation applicable to Buyer.

6.3 Litigation. There is no action, suit, or proceeding pending or, to Buyer's knowledge, threatened against Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of Buyer to perform its obligations hereunder.

6.4 Qualification. To Buyer's knowledge: (a) Buyer is legally, financially, and otherwise qualified to be the licensee of, acquire, own and operate the Stations under the Communications Laws, including without limitation, under all Communications Laws regarding ownership and foreign ownership; (b) there are no facts that would, under the Communications Laws, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Stations or that would reasonably be expected to delay the FCC's processing of the FCC Application because of Buyer's qualifications; and (c) no waiver of or exemption from any existing Communication Law on the part of Buyer is necessary for the FCC Consent to be obtained.

6.5 Financing. Buyer is financially qualified to consummate this transaction and has sufficient liquid funds available to pay the Purchase Price at Closing and consummate the sale. Immediately after giving effect to the transactions contemplated hereby, Buyer will be solvent and shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities); and (c) have adequate capital to carry on its business. No transfer of property is being made by Buyer and no obligation is being incurred by Buyer in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Buyer. In connection with the transaction contemplated hereby, Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

ARTICLE 7 - COVENANTS

Seller and Buyer, as applicable, covenant and agree as follows:

7.1 Operations of the Business.

- (a) Before the Closing Date, Seller shall not, without the prior written consent of Buyer:

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- (i) Sell, lease or transfer or agree to sell, lease or transfer, any Station Asset that is material to the operation of the Stations except for incidental sales or leases in the ordinary course of business, or Station Assets which are being replaced by assets of comparable or superior kind, condition and value;
 - (ii) Make or attempt to make any material change in the FCC Licenses, other than to keep the FCC Licenses in full force and effect;
 - (iii) Other than in the ordinary course of business consistent with past practice, enter into any contract, lease or commitment relating to the Stations or the Station Assets or incur any other obligation with respect to the Stations or the Station Assets; or
 - (iv) Take any action that would make the consummation of this transaction contrary to the Communications Laws or require a waiver of the Communications Laws.
- (b) Before the Closing Date, Seller shall:
- (i) Maintain and preserve Seller's rights under the FCC Licenses and operate the Stations in the ordinary course of business, in accordance with past practice and in all material respects in accordance with the Communications Laws and with all other applicable Laws;
 - (ii) Use commercially reasonable efforts to maintain the Tangible Personal Property in the ordinary course of business;
 - (iii) Maintain in full force and effect policies of liability and casualty insurance of the same type, character and coverage as the policies currently carried with respect to the business, operations and assets of the Stations; and
 - (iv) Afford, and shall cause its officers, employees and agents to afford, to Buyer and the officers, employees and agents of Buyer reasonable access at reasonable times to the Stations. Buyer and agents of the Buyer will further have the right to contact management and staff of the Stations in cooperation with the Seller regarding their operations and other information material to prepare for ownership of the Stations.
 - (v) Provide, within thirty days of filing the FCC Application, all on-air advertiser contracts and contact information for the relevant parties.

7.2 Notice of Proceedings. Either party will promptly notify the other party in writing on: (a) receiving notice of any order or decree or any complaint requesting an order or decree restraining or enjoining the consummation of this Agreement or the transactions contemplated hereunder; or (b) receiving any notice from any governmental department, court, agency or

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commission of its intention (i) to institute an investigation into, or institute a suit or proceeding to restrain or enjoin, the consummation of this Agreement or such transactions, or (ii) to nullify or render ineffective this Agreement or such transactions if consummated.

7.3 Publicity. Except insofar as required to comply with the Communications Laws, neither Seller nor Buyer, nor any of their respective affiliates, shall issue or cause the publication of any press release or any other public statement or any correspondence or other communication with respect to the execution and Closing of this Agreement unless the other party shall have had the prior opportunity to review and comment thereon and such release or statement has been consented to by such party.

7.4 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement (including without limitation all financial information provided by Seller to Buyer and by Buyer to Seller) shall be confidential and shall not be disclosed to any other person or entity, except that such information may be disclosed to such party's lenders, partners, counsel, accountants and other representatives assisting such party with the transactions contemplated hereby and as required by law.

ARTICLE 8 - CONDITIONS

8.1 Conditions Precedent to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions, except to the extent Buyer shall have waived in writing satisfaction of such condition (other than the FCC Consent, which cannot be waived):

- (a) Representations, Warranties and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct (with each representation and warranty that is qualified as to materiality, material or a similar term true and correct as so qualified): (i) as of the date of this Agreement and (ii) (except to the extent such representations and warranties speak as of an earlier date, in which case such representations and warranties shall have been true and correct as of such earlier date) as of the Closing Date as though made on and as of the Closing Date, except (with respect for clause (ii)) for changes expressly contemplated by this Agreement. Seller shall have performed in all material respects all obligations required to be performed by it under this Agreement on or prior to the Closing Date. Buyer shall have received a certificate dated as of the Closing Date from Seller, executed by an authorized officer of Seller to the effect that the conditions set forth in this Section 8.1(a) have been satisfied.
- (b) FCC Consent. The FCC Consent shall have been granted and be in full force and effect, shall have become a Final Order (unless such Final Order requirement has been waived or is not required under Section 4.1) and shall contain no provision materially adverse to Buyer or the Stations.

- (c) Adverse Proceedings. No Governmental Order shall have been rendered against any party hereto that would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms, and no proceeding shall be pending before any governmental authority of competent jurisdiction challenging this Agreement or the transactions contemplated hereby, which is reasonably likely to restrain, alter, prohibit or otherwise materially interfere with the Closing.
- (d) Deliveries. Seller shall have made or stand willing and able to make all the deliveries required under Sections 9.1 and 9.2.

8.2 Conditions Precedent to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions, except to the extent Seller shall have waived in writing satisfaction of such condition (except for the FCC Consent, which cannot be waived):

- (a) Representations, Warranties and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct (with each representation and warranty that is qualified as to materiality, material or a similar term true and correct as so qualified): (i) as of the date of this Agreement and (ii) (except to the extent such representations and warranties speak as of an earlier date, in which case such representations and warranties shall have been true and correct as of such earlier date) as of the Closing Date as though made on and as of the Closing Date except (with respect for clause (ii)) for changes expressly contemplated by this Agreement. Buyer shall have performed in all material respects all obligations required to be performed by it under this Agreement on or prior to the Closing Date. Seller shall have received a certificate dated as of the Closing Date from Buyer executed by an authorized officer of Buyer, to the effect that the conditions set forth in this Section 8.2(a) have been satisfied;
- (b) FCC Consent. The FCC Consent shall have been granted, shall be in full force and effect, and shall contain no provision materially adverse to Seller.
- (c) Adverse Proceedings. No Governmental Order shall have been rendered against any party hereto that would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms, and no proceeding shall be pending before any governmental authority of competent jurisdiction challenging this Agreement or the transactions contemplated hereby, which is reasonably likely to restrain, alter, prohibit or otherwise materially interfere with the Closing.
- (d) Deliveries. Buyer shall have made or stand willing and be able to make all the deliveries required under Sections 9.1 and 9.3, and Buyer shall have paid

or stand willing and be able to pay the Purchase Price as provided in Section 2.1.

ARTICLE 9 - DOCUMENTS TO BE DELIEVERED AT CLOSING

9.1 Documents to be Delivered by The Parties. At the Closing, each of Buyer and Seller shall execute and deliver to the other Assignment and Assumption Agreements (including an Assignment and Assumption of FCC Licenses) in such form as reasonably agreed to by the parties.

9.2 Documents to be Delivered by Seller. At the Closing, Seller shall deliver to Buyer the following, in such forms as reasonably requested by Buyer:

- (a) the certificate described in Section 8.1(a);
- (b) a duly executed Bill of Sale; and
- (c) the Tower License Agreements.

9.3 Documents and Other Items to be Delivered by Buyer. At the Closing, Buyer shall deliver to Seller the following:

- (a) the certificate described in Section 8.2(a);
- (b) the Tower License Agreements; and
- (c) the Purchase Price.
- (d) note

ARTICLE 10 - SURVIVABILITY; INDEMNIFICATION

10.1 Survival. The representations and warranties in this Agreement shall survive Closing for a period of one (1) year from the Closing Date whereupon they shall expire and be of no further force or effect.

10.2 Seller Indemnification. From and after Closing, Seller shall defend, indemnify, and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses ("Damages") incurred by Buyer arising out of or resulting from: (i) any breach or default by Seller under this Agreement; or (ii) Seller's ownership of the Stations before Closing.

10.3 Buyer Indemnification. From and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from (i) any breach or default by Buyer under this Agreement or (ii) Buyer's ownership of the Stations after Closing.

10.4 Procedures. If either party hereto (the "Indemnatee") receives notice or otherwise obtains knowledge of any matter with respect to which another party hereto (the "Indemnifying



Party”) may be obligated to indemnify the Indemnitee under this Section, then the Indemnitee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnitee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided that such counsel is reasonably satisfactory to the Indemnitee. If the Indemnifying Party elects to assume the defense of such matter, then (i) notwithstanding anything to the contrary herein contained, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnitee against any such matter following the Indemnifying Party’s election to assume the defense of such matter, (ii) the Indemnitee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (iii) the Indemnifying Party shall keep the indemnitee informed of all material developments and events relating to such matter, and (iv) the Indemnitee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent.

10.5 Computation of Damages. Any computation of the Damages payable pursuant to this Article 10 shall be decreased to the extent of any amounts recovered by the indemnified party from any third party (including insurance proceeds) in respect of any such Damages. The indemnified party shall use its commercially reasonable efforts to pursue payment under or from any insurer or third-party in respect of such Damages.

10.6 Sole Remedy. After the Closing, and except with respect to common law fraud, the right to indemnification under this Article 10 shall be the exclusive remedy of any party in connection with any breach or default by another party under this Agreement. Any claims for indemnification under this Agreement must be brought within the six (6) month period following the Closing Date. IN NO EVENT SHALL BUYER OR SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS OR REVENUES IN ANY WAY RELATING TO THIS AGREEMENT.

ARTICLE 11 - TERMINATION RIGHTS

11.1 Termination. This Agreement may be terminated, by written notice given by any party (provided such party is not in breach of any of its obligations, representations, warranties or duties hereunder) to the other party hereto, at any time prior to the Closing Date as follows:

- (a) by mutual written consent of the parties hereto;
- (b) 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 final and non-appealable;



- (c) by Buyer (provided it is not in default hereunder), if Seller fails to materially perform or breaches any of its obligations, representations, warranties, covenants or duties under this Agreement and Seller has not cured such failure to perform or breach within thirty (30) days after receipt by Seller of written notice from Buyer;
- (d) by Seller (provided it is not in default hereunder), if Buyer fails to materially perform or breaches any of its obligations, representations, warranties, covenants or duties under this Agreement, and Buyer has not cured such failure to perform or breach within thirty (30) days after delivery of written notice from Seller;
- (e) by Seller if Buyer wrongfully fails to close on the Closing Date because it does not have sufficient funds available to pay the Purchase Price;
- (f) by Seller or Buyer if the FCC dismisses or denies the FCC Application or designates it for an evidentiary hearing; or
- (g) By Buyer or Seller, if the Closing shall not have occurred within twelve (12) calendar months of the date hereof.

ARTICLE 12 - MISCELLANEOUS PROVISIONS

12.1 General. This Agreement and the rights of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Florida without regard to conflicts of law provisions. by any party shall be in writing to the applicable address set forth on the signature page.

12.2 Construction. The language used in this Agreement will be deemed to be language chosen by the parties to express their mutual intent. In the event an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any person or entity by virtue of the authorship of any of the provisions of this Agreement.

12.3 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, but only as long as the continued validity, legality and enforceability of such provision or application does not materially (a) alter the terms of this Agreement or (b) diminish the benefits or burdens of this Agreement.

12.4 Expenses. Except as otherwise provided herein, each party shall be solely responsible for and shall pay all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement.

12.5 Assignment. This Agreement and Seller's or Buyer's rights or obligations hereunder shall not be assigned without the prior written consent of the non-assigning party,

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which consent shall not be unreasonably withheld, conditioned or delayed; provided, that in no event shall it be unreasonable for Seller to object to any assignment by Buyer if such assignment will require the FCC to place the amended FCC Application or any new FCC Application on Public Notice after the FCC Application has already been placed on Public Notice. This Agreement shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and assigns.

12.6 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.

12.7 Control. Buyer shall not, directly or indirectly, control, supervise or direct the operation of the Stations prior to Closing. Consistent with the Communications Laws, control, supervision and direction of the operation of the Station prior to Closing shall remain the responsibility of Seller.

12.8 Notices. Any such notice, demand or request shall be deemed to have been duly delivered and received (a) on the date of personal delivery, or (b) upon receipt of telephonic or electronic acknowledgement from the intended recipient (other than by automatic means), if notice is sent by electronic or digital transmission method, or (c) on the date of a signed receipt (unless the recipient refuses to provide a signature), if sent by an overnight delivery service.

If to Seller: Marco Broadcasting, Inc.
1633 Galleon Drvie
Naples, FL 34102
Attn: Marc Paskin
Email: marcpaskin@aol.com

If to Buyer: Vic Canales Media Group, LLC
8895 N. Military Trail
Suite 206C
Palm Beach Gardens, FL 33410
Attn: Vic Canales
Email: vcacnales@vcmglive.com

With copy, which shall not constitute notice to:

Fletcher, Heald & Hildreath
1300 N. 17th Street, Suite 1100
Arlington, VA 22209
Attn: Frank Montero
Email: montero@fhhlaw.com



[Remainder of page left intentionally blank. Signature page follows.]



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

BUYER:

SELLER

VIC CANALES MEDIA GROUP, LLC.

MARCO BROADCASTING, INC.



By: VICTOR J. CANALES
Title PRESIDENT

By:
Title

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

BUYER:

SELLER

VIC CANALES MEDIA GROUP, LLC.

MARCO BROADCASTING, INC.

By:
Title

By:
Title

Mr. Bolla, LLC Fla
Man Pali 5/19/22
President

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