

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of October 20, 2015 between CARTER BROADCASTING CORPORATION, a Massachusetts corporation ("Seller") and TYCHE MEDIA LLC, a Delaware limited liability company ("Buyer").

Recitals

WHEREAS, Seller owns and operates the Station WCRN-LP, Channel 34, Leicester, Massachusetts (the "Station") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station Assets (defined below); and

WHEREAS, prior approval of the FCC is required for the transaction.

Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1: PURCHASE OF ASSETS

1.1 Station Assets. On the terms and subject to the conditions hereof, at Closing (defined below), except for the Excluded Assets (defined below), Seller shall sell, assign, transfer, convey, and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title, and interest of Seller in and to all assets and properties of Seller, real and personal, tangible and intangible, that are used or held for use in the operation of the Station (the "Station Assets") including, without limitation the following:

(a) all licenses, permits, and other authorizations issued to Seller by the FCC with respect to the Station (the "FCC Licenses"), including those described on Schedule 1.1(a), including any renewals or modifications thereof between the date hereof and Closing;

(b) all of Seller's equipment, transmitters, antennas, cables, towers, vehicles, furniture, fixtures, spare parts and other tangible personal property of every kind and description that are used or held for use in the operation of the Station including, without limitation, those listed on Schedule 1.1(b), except for any retirements or dispositions thereof made between the date hereof and Closing in the ordinary course of business in accordance with Section 4.1 hereof (the "Tangible Personal Property");

(c) all of Seller's rights in and to the Station's call letters, and Seller's rights in and to the trademarks, trade names, service marks, internet domain names, copyrights, programs and programming material, jingles, slogans, logos and other intangible property which are used or held for use in the operation of the Station including, without limitation, those listed on Schedule 1.1(c) (the "Intangible Property");

(d) Seller's rights in and to all the files, documents, records, and books of account (or copies thereof) relating to the operation of the Station, including the Station's engineering data and logs, programming information and studies, marketing and demographic data, advertising studies, sales correspondence, lists of advertisers, and credit and sales reports, but excluding records relating to Excluded Assets (defined below); and

(e) all deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent Buyer receives a credit therefor at Closing under Section 1.5.

Moreover, Seller agrees to lease a portion of the current tower site for (i) the Station's transmitter and equipment (indoor), (ii) space on the existing tower for an antenna on the tower; (iii) space for a satellite dish, at a rate of \$1,200 per month for a period of 5 years with three, five year options to renew, such lease to be entered into at Closing, in the form attached hereto as Attachment A.

The Station Assets shall be transferred to Buyer free and clear of liens, claims, and encumbrances ("Liens") except for Assumed Obligations (defined in Section 1.3), liens for taxes not yet due and payable, liens that will be released at or prior to Closing, and, with respect to the Real Property, such other easements, rights of way, building and use restrictions and other exceptions that do not in any material respect detract from the value of the property subject thereto or impair the use thereof in the ordinary course of the business of the Station (collectively, "Permitted Liens").

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following assets or any rights, title, and interest therein (the "Excluded Assets"):

(a) all cash and cash equivalents of Seller including, without limitation, certificates of deposit, commercial paper, treasury bills, marketable securities, money market accounts and all such similar accounts or investments, other than as set forth in Section 1.1(f);

(b) all rights and claims of Seller, whether mature, contingent or otherwise, against third parties with respect to the Station and the Station Assets, to the extent arising during or attributable to any period prior to the Effective Time;

(c) all claims of Seller with respect to any Tax refunds to the extent attributable to a taxable period ending on or prior to the Closing Date;

(d) Seller's corporate names, any trade names not exclusive to the operation of the Station, charter documents, business records, and books and records relating to the organization, existence or ownership of Seller, duplicate copies of the records of the Station, and all records not relating to the operation of the Station;

(e) all contracts of insurance, all coverages and proceeds thereunder and all rights in connection therewith, including without limitation rights arising from any refunds due with respect to insurance premium payments to the extent related to such insurance policies;

(f) Seller's corporate records including all personnel records and other records that Seller is required by law to retain in its possession and all records relating to Retained Obligations or Excluded Assets;

(g) all pension, profit sharing plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Seller; and

(h) any non-transferable shrink-wrapped computer software and any other non-transferable computer licenses that are not material to the operation of the Station.

1.3 Assumption of Obligations. On the Closing Date (defined below), Buyer shall assume the obligations of Seller to pay all accounts payable and accrued expenses relating to the ownership and operation of the Station arising in the ordinary course of business after and outstanding on the Closing Date, and all accrued and unpaid sales commissions related to the sale of advertising on the Station broadcast after the Closing Date (the "Accounts Payable") and (iii) to pay any other liabilities of Seller for which Buyer receives a credit therefor under Section 1.5 (collectively, the "Assumed Obligations"). Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of Seller (the "Retained Obligations"). Notwithstanding the forgoing,

1.4 Purchase Price. In consideration for the sale of the Station Assets to Buyer, Buyer shall pay Seller the sum of Thirty-Five Thousand Four Hundred and Fifteen Dollars (\$35,415.00), subject to adjustment pursuant to Sections 1.5 and 5.4 (the "Purchase Price"), to be paid as follows:

(a) Upon execution of this Agreement, Buyer shall remit to Seller's counsel, Dan J. Alpert, the sum of Ten Thousand Dollars to be held in escrow, and released to Seller and applied to the Purchase Price at Closing.

(b) On the Closing date, Buyer shall pay the remainder of the Purchase Price to Seller by wire transfer in immediately available funds to an account designated by Seller.

1.5 Prorations and Adjustments. All prepaid and deferred income and expenses relating to the Station Assets and arising from the operation of the Station shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles ("GAAP") as of 11:59 p.m. on the day immediately preceding the Closing Date (the "Effective Time"). Such prorations shall include without limitation all ad valorem, real estate, and other property taxes (except transfer taxes as provided by Section 11.1), music and other license fees, utility expenses, FCC regulatory fees, rent and other amounts under Station Contracts and similar prepaid and deferred items. Prorations and adjustments shall be made no later than ninety (90) calendar days after Closing. There shall be no proration or adjustment for any imbalance in the value of rights and obligations under trade, barter, or similar agreements for the sale of time for goods or services so long as such obligations were incurred in the ordinary course of business.

1.6 Allocation. Each of Buyer and Seller shall allocate the Purchase Price for tax purposes as separately agreed between Buyer and Seller and shall file a tax return reflecting such allocation as and when required under the Internal Revenue Code of 1986, as amended.

1.7 Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the "Closing") shall take place on or before the tenth business day after the date of the FCC Consent (defined below) becomes a Final Order, i.e., no longer subject to judicial or administrative appeal. The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.8 FCC Consent. (a) Within five (5) business days of the date of this Agreement, Buyer and Seller shall file an application with the FCC (the "FCC Application") requesting FCC consent to the assignment of the FCC Licenses to Buyer. FCC consent to the FCC Application pursuant to the FCC's initial order without any material adverse conditions other than those of general applicability is referred to herein as the "FCC Consent". Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible. 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.

(b) Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their reasonable best efforts to obtain the FCC Consent as soon as practicable; *provided, however*, except for the obligation to pay FCC filing fees for the FCC Application, neither Buyer nor Seller shall be required to pay consideration to any third party to obtain an FCC Consent. Notwithstanding anything in this Section 1.8(b) to the contrary, Buyer and Seller each shall oppose any petitions to deny or other objections filed with respect to an FCC Application to the extent such petition or objection relates to such Party. 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 preventing or materially delaying the grant of the FCC Consent. To the extent reasonably required by the FCC as a condition to the grant of the FCC Application, Seller shall enter into tolling, assignment and assumption, escrow, or similar agreements with the FCC in connection with (i) any pending complaints that such Station aired programming that contained obscene, indecent or profane material or (ii) any other enforcement matters against such Station with respect to which the FCC may permit Seller to enter into a tolling, assignment and assumption, escrow, or similar agreement. Buyer and Seller shall consult in good faith with each other prior to Seller entering into any tolling, assignment and assumption, or escrow agreement. If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent applicable to the Station, and neither Buyer nor Seller shall have terminated this Agreement under Section 10.1, Buyer and Seller shall jointly request an extension of the effective period of such FCC Consent. No extension of any FCC Consent shall limit the rights of any party to exercise its rights under Section 10.1.

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller makes the following representations and warranties to Buyer as of the date hereof and as of the Closing Date:

2.1 Organization. Seller is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, and, if required, is qualified to do business in each jurisdiction in which the Station Assets are located. Seller has the requisite power and authority to execute, deliver, and perform this Agreement and all of the other agreements and instruments to be made by Seller pursuant hereto (collectively, the "Seller Ancillary Agreements") and to consummate the transactions contemplated hereby.

2.2 Authorization. The execution, delivery, and performance of this Agreement and the Seller Ancillary Agreements by Seller have been duly authorized and approved by all necessary action of Seller and do not require any further authorization or consent of Seller. This Agreement is, and each Seller Ancillary Agreement when made by Seller and the other parties thereto will be, a legal, valid, and binding agreement of Seller enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization, or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3 No Conflicts. Except for the FCC Consent, the execution, delivery, and performance by Seller of this Agreement and the Seller Ancillary Agreements and the consummation by Seller of any of the transactions contemplated hereby does not conflict with any organizational documents of Seller or any contract or agreement to which Seller is a party or by which it is bound, or any law, judgment, order, or decree to which Seller is subject, or require the consent or approval of, or a filing by Seller with, any governmental or regulatory authority or any third party.

2.4 FCC Licenses. Except as set forth on Schedule 1.1(a):

Seller is the holder of the FCC Licenses described on Schedule 1.1(a), which are all of the licenses, permits and authorizations required for the present operation of the Station. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded, or terminated and have not expired. There is not pending or, to Seller's knowledge, threatened, any action by or before the FCC to revoke, suspend, cancel, rescind, or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability). There is not issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against the Station or against Seller with respect to the Station that could result in any such action. The Station is operating in compliance in all material respects with the FCC Licenses, the Communications Act of 1934, as amended (the "Communications Act"), and the rules, regulations and policies of the FCC.

2.5 Personal Property. Schedule 1.1(b) contains a list of material items of Tangible Personal Property included in the Station Assets. Seller has good and marketable title to the Tangible Personal Property free and clear of Liens other than Permitted Liens. Except as set forth on Schedule 1.1(b), all material items of Tangible Personal Property are in good operating condition, ordinary wear and tear excepted.

2.6 Insurance. Seller maintains insurance policies or other similar arrangements with respect to the Station and the Station Assets consistent with its past practices, and will maintain such policies or arrangements until the Effective Time.

2.7 Compliance with Law. Seller is in compliance in all material respects with all laws, rules and regulations, including without limitation all FCC and Federal Aviation Administration rules and regulations applicable to the operation of the Station, and all decrees and orders of any court or governmental authority which are applicable to the operation of the Station. To Seller's knowledge, there are no governmental claims or investigations pending or threatened against Seller in respect of the Station except those affecting the industry generally.

2.8 Litigation. There is no action, suit, or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Station that will subject Buyer to liability or which will affect Seller's ability to perform its obligations under this Agreement.

2.9 Station Assets. The Station Assets include all assets that are owned or leased by Seller and used or held for use in the operation of the Station in all material respects as currently operated, except for the Excluded Assets.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller as of the date hereof and as of the Closing Date:

3.1 Organization. Buyer is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in each jurisdiction in which the Station Assets are located. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the "Buyer Ancillary Agreements") and to consummate the transactions contemplated hereby.

3.2 Authorization. The execution, delivery, and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer. This Agreement is, and each Buyer Ancillary Agreement when made by Buyer and the other parties thereto will be, a legal, valid, and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization, or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3 No Conflicts. Except for the FCC Consent, the execution, delivery, and performance by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of any of the transactions contemplated hereby does not conflict with any organizational documents of Buyer, any contract or agreement to which Buyer is a party or by which it is bound, or any law, judgment, order, or decree to which Buyer is subject, or require the consent or approval of, or a filing by Buyer with, any governmental or regulatory authority or any third party.

3.4 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.

3.5 Qualifications. Buyer is legally, financially, and otherwise qualified to be the licensee of, acquire, own, and operate the Station under the Communications Act and the rules, regulations, and policies of the FCC. There are no facts that would, under existing law and the existing rules, regulations, policies, and procedures of the FCC, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Station. No waiver of or exemption from any FCC rule or policy is necessary to be obtained by Buyer in order for the FCC Consent to be granted. Buyer has the financial ability to pay the Purchase Price.

ARTICLE 4: SELLER COVENANTS

4.1 Seller's Covenants. Between the date hereof and Closing, except as permitted by this Agreement or with the prior written consent of Buyer, which shall not be unreasonably withheld, delayed, or conditioned, Seller shall:

(a) operate the Station in the ordinary course of business and in all material respects in accordance with FCC rules and regulations and with all other applicable laws, regulations, rules and orders;

(b) not materially adversely modify, and in all material respects maintain in full force and effect, the FCC Licenses;

(c) maintain its qualification to hold the FCC Licenses with respect to the Station and not take any action that would materially impair such FCC Licenses or such qualification;

(d) promptly enter into with the FCC, and comply with the terms of, such tolling, assignment, assumption, escrow or similar agreements on customary terms and conditions, as reasonably necessary to obtain grant of the FCC Application;

(e) not, without the prior written consent of Buyer, use any cash or proceeds of Accounts Receivable for any purpose other than the payment of expenses in the ordinary course of business;

(f) not other than in the ordinary course of business, sell, lease, or dispose of or agree to sell, lease, or dispose of any of the Station Assets unless replaced with similar items of substantially equal or greater value and utility, or create, assume or permit to exist any Liens upon the Station Assets, except for Permitted Liens, and not dissolve, liquidate, merge, or consolidate with any other entity;

(g) upon reasonable notice, give Buyer and its representatives reasonable access during normal business hours to the Station Assets, and furnish Buyer with information relating to the Station Assets that Buyer may reasonably request, provided that such access rights shall not be exercised in a manner that interferes with the operation of the Station;

(h) except in the ordinary course of business and as otherwise required by law, not (i) enter into any employment, labor, or union agreement or plan (or amendments of any such existing agreements or plan) that will be binding upon Buyer after Closing or (ii) increase the compensation payable to any employee of the Station; and

(i) not enter into new contracts with regard to the Station that will be binding upon Buyer after Closing or amend any existing contracts with regard to the Station.

(j) upon request of Buyer, file an application with the FCC for a digital construction permit for the Station with all engineering, legal, and filing expenses paid by Buyer.

ARTICLE 5: JOINT COVENANTS

Buyer and Seller hereby covenant and agree as follows:

5.1 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) shall be confidential and shall not be disclosed to any other person or entity, except the parties' and their affiliates' representatives, attorneys, advisors and existing and potential investors and lenders for the purpose of consummating the transaction contemplated by this Agreement.

5.2 Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement and the terms hereof will be filed with the FCC Application and thereby become public.

5.3 Control. Buyer shall not, directly or indirectly, control, supervise or direct the operation of the Station prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of the operation of the Station prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses.

5.4 Risk of Loss.

(a) Seller shall bear the risk of any loss of or damage to any of the Station Assets at all times until the Effective Time, and Buyer shall bear the risk of any such loss or damage thereafter.

(b) If prior to the Effective Time any item of Tangible Personal Property is damaged or destroyed or otherwise not in the condition described in Section 2.5 in any material respect, then:

(i) except as set forth below, Seller shall use commercially reasonable efforts to repair or replace such item in all material respects in the ordinary course of business; and

(ii) if such repair or replacement is not completed prior to Closing, then at Buyer's election by written notice to Seller given at least five (5) business days prior to Closing, either (A) Buyer may elect to delay Closing for up to 20 business days while Seller repairs or replaces such affected assets, or (B) Seller shall assign to Buyer Seller's insurance proceeds received with respect to such affected assets, and in either case, Seller shall have no further obligations (including any obligation to indemnify Buyer) with respect to such items after Closing.

(c) If prior to Closing a Station is off the air or operating at a power level that results in a material reduction in coverage (a "Broadcast Interruption"), then Seller shall use commercially reasonable efforts to return such Station to the air and restore prior coverage as promptly as possible in the ordinary course of business. Notwithstanding anything herein to the contrary, if prior to Closing there is a Broadcast Interruption in excess of 24 hours, then Buyer may postpone Closing until the date five (5) business days after such Station returns to the air and prior coverage is restored in all material respects, subject to Section 10.1.

5.5 Consents.

After Closing, each party shall cooperate with the other party in the investigation, defense, or prosecution of any action which is pending or threatened against such other party or its affiliates with respect to the Station, whether or not any party has notified the other of a claim for indemnification with respect to such matter. Without limiting the generality of the foregoing, each party shall make available its employees to give depositions or testimony and shall preserve and furnish all documentary or other evidence that the other party may reasonably request.

ARTICLE 6: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

6.1 Representations and Covenants.

(a) 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.

(b) The covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects.

6.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

6.3 FCC Authorization. The FCC Consent shall have been obtained.

6.4 Deliveries. Buyer shall have complied with its obligations set forth in Section 8.2.

ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

7.1 Representations and Covenants.

(a) 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.

(b) The covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all material respects.

7.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

7.3 FCC Authorization. The FCC Consent shall have been obtained.

7.4 Deliveries. Seller shall have complied with its obligations set forth in Section 8.1.

7.5 Consents. The Required Consents (if any) shall have been obtained.

ARTICLE 8: CLOSING DELIVERIES

8.1 Seller Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer:

(i) a certificate executed by Seller certifying the due authorization of this Agreement and the Seller Ancillary Agreements, together with copies of Seller's authorizing resolutions;

(ii) an assignment of FCC authorizations assigning the FCC Licenses from Seller to Buyer;

(iii) an assignment of marks assigning the Station's registered marks listed on Schedule 1.1(c) (if any) from Seller to Buyer;

(iv) domain name transfers assigning the Station's domain names listed on Schedule 1.1(c) from Seller to Buyer following customary procedures of the domain name administrator;

(v) a bill of sale conveying the other Station Assets from Seller to Buyer;

- (vi) a copy of the Required Consents (if any);
- (vii) appropriate documents necessary to release all Liens (if any) on the Station Assets except for Permitted Liens;
- (viii) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets from Seller to Buyer, free and clear of Liens, except for Permitted Liens; and
- (ix) an executed lease for use of a portion of the Station's transmitter site, in the form attached hereto as Attachment A.

8.2 Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller:

- (i) the Purchase Price in accordance with Section 1.4 hereof;
- (ii) a certificate executed by Buyer certifying the due authorization of this Agreement and the Buyer Ancillary Agreements, together with copies of Buyer's authorizing resolutions;
- (iii) domain name transfers assuming the Station's domain names listed on Schedule 1.1(c) following customary procedures of the domain name administrator;
- (iv) such other documents and instruments of assumption that may be necessary to assume the Assumed Obligations; and
- (v) an executed lease for a portion of the Station's transmitter site, in the form attached hereto as Attachment A.

ARTICLE 9: SURVIVAL; INDEMNIFICATION

9.1 Survival. The representations, warranties, covenants, and agreements in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date whereupon they shall expire and be of no further force or effect, except (i) those under Sections 2.5 and 2.6 solely with respect to title, all of which shall survive until the expiration of any applicable statute of limitations, (ii) obligations under Section 5.1 with respect to confidentiality, which shall survive indefinitely, and (iii) that if within such applicable period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the earlier of resolution of such claim or expiration of the applicable statute of limitations.

9.2 Indemnification.

- (a) Subject to Section 9.2(b), from and after Closing, Seller shall defend, indemnify, and hold harmless Buyer from and against any and all losses, costs,

damages, liabilities, and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from:

- (i) any breach by Seller of its representations and warranties made under this Agreement or any ancillary document made pursuant hereto; or
- (ii) any default by Seller of any covenant or agreement made under this Agreement or any ancillary document made pursuant hereto; or
- (iii) the Retained Obligations; or
- (iv) the business or operation of the Station before the Effective Time, except for the Assumed Obligations.

(b) 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 by Buyer of its representations and warranties made under this Agreement or any ancillary document made pursuant hereto; or
- (ii) any default by Buyer of any covenant or agreement made under this Agreement or any ancillary document made pursuant hereto; or
- (iii) the Assumed Obligations; or
- (iv) the business or operation of the Station after the Effective Time.

9.3 Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties that is subject to indemnification hereunder (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations except to the extent the indemnifying party's ability to remedy, contest, defend, or settle with respect to such Claim is thereby prejudiced and provided that such notice is given within the time period described in Section 9.1.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel selected by it. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's cost (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim;

(iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim; and

(iv) neither party shall have any liability to the other under any circumstances for special, indirect, consequential, punitive or exemplary damages or lost profits or similar damages of any kind, whether or not foreseeable.

(d) After Closing, all claims for breach of representations or warranties under this Agreement shall be subject to the limitations set forth in Section 9.2(b).

(e) Notwithstanding anything herein to the contrary, Buyer shall have no right to any indemnification under this Article 9 resulting from or relating to any inaccuracy in or breach of any representation or warranty in this Agreement if Buyer had knowledge of such breach before the Closing Date, regardless of whether such knowledge was obtained through Buyer's own investigation or through disclosure by Seller, its affiliates or another person, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement.

9.4 Exclusive Remedy. From and after the Closing, the right to indemnification and other rights under this Article 9 shall constitute Buyer's (and its affiliates) and Seller's (and its affiliates) sole and exclusive remedies with respect to any and all claims arising under or relating to this Agreement, any agreement or document executed and delivered pursuant to this Agreement, or the transactions contemplated by this Agreement other than any claim for fraud, claims under Section 1.6 and any claims under the terms of the Escrow Agreement.

ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. Subject to Section 10.3, this Agreement may be terminated prior to Closing as follows:

(a) by mutual written consent of Buyer and Seller;

(b) by written notice of Buyer to Seller if Seller breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period (defined below);

(c) by written notice of Seller to Buyer if Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligation to pay the Purchase Price at Closing;

(d) by written notice of (i) Seller to Buyer, provided that Seller is not in default of this Agreement, or (ii) Buyer to Seller, provided that Buyer is not in default of this Agreement, if Closing does not occur by the date six (6) months after the date of this Agreement;

(e) by Seller or Buyer, at such party's option, at any time after receipt of definitive notice from the FCC that the FCC Application with respect to the Station has been denied; or

(f) as provided by Section 5.4.

10.2 Cure Period. Each party shall give the other party prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "Cure Period" as used herein means a period commencing on the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty (20) calendar days thereafter or (ii) the Closing Date determined under Section 1.7; *provided, however*, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date determined under Section 1.7, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date determined under Section 1.7.

10.3 Survival. Except as provided by Section 10.5, 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. Notwithstanding anything contained herein to the contrary, Sections 5.1 (Confidentiality) and 11.1 (Expenses) shall survive any termination of this Agreement.

10.4 Specific Performance. In the event of failure or threatened failure by either party to comply with the terms of this Agreement, the other party shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement. Notwithstanding the foregoing,

if prior to Closing the condition described in Section 10.1(c) exists, then Seller's sole remedy for Buyer's breach of this Agreement shall be termination of this Agreement.

ARTICLE 11: MISCELLANEOUS

11.1 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. The filing fee applicable to the request for the FCC Consent shall be paid one-half by Buyer and one-half by Seller. Transfer or sales or use taxes, fees and charges applicable to the transfer of the Station Assets under this Agreement, if any, shall be paid by Buyer. Each party is responsible for any commission, brokerage fee, advisory fee, or other similar payment that arises as a result of any agreement or action of it or any party acting on its behalf in connection with this Agreement or the transactions contemplated hereby.

11.2 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.

11.3 Assignment. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns. No assignment shall relieve any party of any obligation or liability under this Agreement. Neither party may assign this Agreement without the prior written consent of the other party hereto, which shall not be unreasonably withheld, *provided, however*, that (i) Buyer may make a collateral assignment of its rights under this Agreement to any lender who provides funds to Buyer for the acquisition or operation of the Station, (ii) Buyer may assign its rights hereunder to an affiliate of Buyer or any other person or entity upon written notice to, but without consent of, Seller, provided that (1) any such assignment does not materially delay processing of the FCC Application, grant of the FCC Consent or Closing, (2) any such assignee delivers to Seller a written assumption of this Agreement, and (iii) Buyer shall remain liable for all of its obligations hereunder. If Buyer assigns this Agreement, then:

- (i) any such assignee shall deliver to Seller a written assumption of this Agreement;
- (ii) Buyer shall remain liable to pay the Purchase Price to Seller on the Closing Date;
- (iii) the parties shall promptly withdraw the initial FCC Application and re-file a new FCC Application (at Buyer's sole expense) within two (2) business days after such assignment; and
- (iv) Buyer shall be solely responsible for any third party consents necessary in connection therewith (none of which are a condition to Closing).

11.4 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

11.5 if to Seller: Carter Broadcasting Corporation

50 Braintree Hill Park
Suite 308
Braintree, MA 02184

if to Buyer:

Tyche Media, LLC
P.O. Box 15308
Portland, ME 04112

With a copy to:

Dan J. Alpert, Esq.
The Law Office of Dan J. Alpert
2120 N. 21st Rd.
Arlington, VA 22201

11.6 Amendments. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

11.7 Entire Agreement. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, Seller makes no representation or warranty to Buyer with respect to any projections, budgets or other estimates of the Station's revenues, expenses or results of operations, or, except as expressly set forth in Article 2, any other financial or other information made available to Buyer with respect to the Station.

11.8 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, 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.

11.9 No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

11.10 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof. Each of Seller and Buyer irrevocably and unconditionally submit to and accept the exclusive jurisdiction of the United States District Court for the Eastern District of New York or the courts of the State of New York located in the County of New York for any action, suit or proceeding arising out of or based upon this Agreement or any matter relating to it, and waives any objection that it may have to the laying of venue in any such court or that any such court is an inconvenient forum or does not have personal jurisdiction over it. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party.

11.11 Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile transmission or a pdf or similar electronic file shall be effective as delivery of a manually executed counterpart.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

SELLER:

CARTER BROADCASTING CORPORATION

By: Kenneth R. Carberry
Name: Kenneth R. Carberry
Title: President

BUYER:

TYCHE MEDIA, LLC

By: _____
Name: Frank Copsidas, Jr.
Title: Managing Member

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

SELLER:

CARTER BROADCASTING CORPORATION

By: _____

Name: Kenneth R. Carberry
Title: President

BUYER:

TYCHE MEDIA LLC

By: _____

Name: Frank Copsidas, Jr.
Title: Managing Member


1/1/19

COMMUNICATION TOWER LEASE AGREEMENT

This Agreement is made this 20th day of October, 2015, by and between **CARTER BROADCASTING CORPORATION**, a Massachusetts Corporation with offices at 50 Braintree Hill Park, Suite 308, Braintree, MA 02184 (hereinafter called the LESSOR), and **TYCHE MEDIA LLC**, a Delaware Limited Liability Company, with a mailing address of P.O. Box 15308, Portland, ME 04112 (hereinafter called the LESSEE).

WHEREAS, LESSEE desires (i) the use of LESSOR'S tower space for Low-Power Television Station currently known as WCRN-LP, FCC Facility No. 9154 with the antennae placed on the tower to accommodate an antenna center of radiation of 90 meter and (ii) space for the transmitter and other equipment in a rack inside the building facility located at 2 Shady Lane, Leicester, MA; and

WHEREAS, LESSOR is willing to permit such use of its premises, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby agree at follows:

1. **LEASE PREMISES:** LESSOR agrees to lease LESSEE tower and building space as described above. The land and tower is owned by LESSOR located at 2 Shady Lane, Worcester, MA. LESSEE is allowed to have the antennae and cable installation on the tower and if adjustments, repairs, or replacements need to be made, such work shall be performed by a qualified tower company crew with insurance bonding liability coverage.
2. **LEASE TERM:**

Length:	Ten (10) years
Commencement of Term:	Upon closing of the sale of WCRN
Termination of Lease:	Ten (10) years from commencement date or as otherwise provided for in this agreement
Renewal Term:	Additional Ten (10) year term
3. **RENT:** The monthly rent for the first five years of the term shall be \$1,200.00. At the end of year five, the monthly rent shall increase to \$1,400.00. For the renewal option, the monthly rent shall increase to \$1,600 for the first five years of the option period, increasing to \$1,800 per month for the second five years.
4. **INSURANCE:** LESSEE shall maintain general liability insurance in the minimum amount of \$1,000,000 naming the LESSOR as additional insured. LESSEE is responsible for maintaining its own equipment insurance.

5. **LESSOR'S RESPONSIBILITIES:** LESSOR shall be responsible for the general maintenance and good repair of the tower, equipment building, and access road, including the removal of ice and snow from the road leading from the public way to the Leased Premises.
6. **LESSEE'S RESPONSIBILITIES:**
- A. Condition of Leased Premises: LESSEE shall conduct business on the Leased Premises in an orderly fashion so as to not obstruct the business of LESSOR or any other tenants of the Leased Property.
 - B. LESSEE's Equipment: It shall be the responsibility of LESSEE to install, maintain, and remove all equipment at the end of this Agreement.
 - C. Property Damage: It shall be the responsibility of LESSEE to pay for all damages caused to the Leased Property by the installation, maintenance, or removal of the LESSEE's equipment.
 - D. Power: The cost of the necessary electrical power required shall be separately metered and paid for by LESSEE.
7. **SUITABLE FOR USE:** LESSOR covenants that the premises described above are fit for the proposed occupancy and use as a transmitter site and that such occupancy and use is not in conflict with any legal requirements such as building or zoning laws or ordinances, setbacks, or the rights of others in the Leased Premises.
8. **ASSIGNMENT:** LESSEE shall not assign its rights under this Agreement to all or part of the Leased Premises without the prior written consent of LESSOR, which shall not be unreasonably withheld.
- It is understood by all parties that LESSOR's rights and obligations under this Agreement are freely assignable at the sole discretion of LESSOR.
9. **INFORMATIONAL STATEMENT:** LESSEE agrees to keep its equipment in good repair at all times. LESSEE further agrees the communications equipment installed on the premises of LESSOR shall be equipped with an informational statement containing the name of LESSEE and the company and/or individual responsible for servicing the equipment.
10. **HOLD HARMLESS:** LESSEE agrees to hold LESSOR harmless, and agrees to exonerate LESSOR against all loss, damage, liability or expense occasioned or claimed by reasons of the acts of neglect of LESSEE, its employees or visitors, or of independent contractors engaged or paid by LESSEE and from any and all liability for personal injury or property damage resulting in any way by reason of the use or the condition of the equipment of LESSEE.

11. **INTERFERENCE:** LESSOR agrees the rights conferred herein shall be exercised in a manner that will not alter, restrict, impede, or interfere in any manner whatsoever with the television broadcast or other transmissions and activities of the LESSEE. LESSOR agrees to protect the interference of LESSEE's transmissions from any future lessee.
12. **NOTICE:** It is understood and agreed between the parties hereto that written notice delivered by certified mail, return receipt requested, postage prepaid, or by a recognized delivery service (FedEx or UPS with proof of delivery) at the respective addresses as specified herein shall constitute sufficient notice the respective party. Any change of address shall be delivered in written form to the other party in the same manner as above.
13. **EARLY TERMINATION:** LESSEE can exercise early termination of this Agreement if the broadcast facility cannot transmit from the tower at the best of its ability with FCC reallocations.
14. **JURISDICTION:** This Agreement shall be governed under the laws of Massachusetts.
15. **CHANGES OR MODIFICATIONS:** No changes may be made to this Agreement unless accepted by both parties in writing.

IN WITNESS THEREOF, the parties hereto affix their hands as follows:

LESSOR:

CARTER BROADCASTING
CORPORATION

By: *Herold R. Carberry*

Title: *President*

Date: *10-20-15*

LESSEE:

TYCHE MEDIA LLC

By: _____

Title: _____

Date: _____

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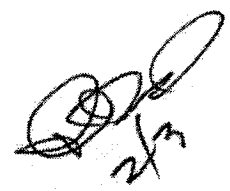
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10. **HOLD HARMLESS:** LESSEE agrees to hold LESSOR harmless, and agrees to exonerate LESSOR against all loss, damage, liability or expense occasioned or claimed by reasons of the acts of neglect of LESSEE, its employees or visitors, or of independent contractors engaged or paid by LESSEE and from any and all liability for personal injury or property damage resulting in any way by reason of the use or the condition of the equipment of LESSEE.



11. **INTERFERENCE:** LESSOR agrees the rights conferred herein shall be exercised in a manner that will not alter, restrict, impede, or interfere in any manner whatsoever with the television broadcast or other transmissions and activities of the LESSEE. LESSOR agrees to protect the interference of LESSEE's transmissions from any future lessee.
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LESSOR:

CARTER BROADCASTING
CORPORATION

By: Herold R. Carberry

Title: President

Date: 10-20-15

LESSEE:

TYCHE MEDIA LLC

By: _____

Title: _____

Date: _____

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LESSOR:

**CARTER BROADCASTING
CORPORATION**

By: _____

Title: _____

Date: _____

LESSEE:

TYCHE MEDIA LLC

By: 

Title: Managing Member

Date: 10/22/15

