

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of November 30th, 2018, between Press Communications, LLC, a Delaware limited liability company ("Buyer") or its assignee, and BuenaVision TV Network NY, LLC ("Seller").

WHEREAS, Seller holds the authorizations for low power television broadcast station WBQM-LD, New York, NY (the "Station"), issued by the Federal Communications Commission (the "FCC"), which Station is assigned FCC Facility ID Number 22797; and

WHEREAS, Seller desires to sell certain Station Assets (as hereinafter defined) and Buyer desires to acquire the Station Assets.

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

ARTICLE 1 **SALE OF ASSETS**

1.1 Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (as defined in Article 4), Seller shall sell, assign, and deliver to Buyer, and Buyer shall acquire, assume and receive from Seller, all of the right, title and interest of Seller in and to certain assets, properties, interests and rights that are used in the operation of the Station (the "Station Assets") as follows:

(a) licenses, permits and other authorizations issued to Seller by the FCC (the "FCC Licenses"), described in Schedule 1.1(a);

(b) certain assets to be set forth on Schedule 1.1(b) the "Tangible Personal Property";

(c) the Station's call letters to the extent permitted by the FCC; and

(d) the Station's local FCC public inspection file.

(e) certain obligations of Seller that are usual and customary to the operation of the Station not to exceed Twenty-Five Thousand Dollars (\$25,000), described in Schedule 1.1(e). Notwithstanding the foregoing, Buyer shall not be obligated to hire any employees of Seller.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following (the "Excluded Assets"):

(a) all cash and cash equivalents of Seller;

(b) accounts receivable arising from the operation of the Station prior to the Closing (as defined in Section 13.1 below) after the Closing;

(c) any property, rights or other assets of any type or nature not specifically listed as included in the Station Assets in Section 1.1;

(d) any pension, 401(k), profit sharing and savings plans and trusts and any other "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and any assets thereof; and

(e) all assets of Seller not identified in Section 1.1 and Schedules 1.1(a) and 1.1(b).

1.3 Purchase Price.

(a) Purchase Price. The purchase price to be paid for the Station Assets will be Three Hundred Thousand Dollars (\$300,000.00), as adjusted pursuant to Sections 3.1 hereof (the "Purchase Price").

(b) Deposit. Upon the execution of this Agreement, Buyer shall deliver to Seller or Fletcher, Heald & Hildreth, as Escrow Agent, the sum of Fifteen Thousand Dollars (\$15,000) by wire transfer of immediately available funds (the "Deposit"), to be held pursuant to an Escrow Agreement executed by Seller, Buyer and Escrow Agent contemporaneously with the execution of this Agreement. Should this Agreement be terminated prior to the Closing, the Deposit shall be treated as set forth in Section 15 below.

(c) Method of Payment. At Closing, the Deposit shall be delivered by Escrow Agent to Seller and credited against the Purchase Price payment due from Buyer, and the balance of the Purchase Price shall be delivered by Buyer to Seller by wire transfer of immediately available funds.

ARTICLE 2 ASSUMPTION OF OBLIGATIONS

On the Closing Date, Buyer and Seller agree that Buyer is purchasing the Station Assets and shall not assume any obligations of Seller arising after the Closing. Buyer shall not assume or be liable for, and does not undertake or attempt to assume or discharge any obligation of Seller (the "Excluded Obligations"), which Excluded Obligations include, without limitation:

- (i) any liability or obligation of Seller arising out of the operations of Seller;
- (ii) any liability or obligation of Seller arising out of or relating to any pension, 401(k), employee benefit, retirement or profit-sharing plan or trust, or any liability for continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA");
- (iii) any obligation to continue to offer employment to any employee of Seller;
- (iv) any compensation or benefits or any severance pay or similar obligations to any employee or independent contractor of Seller and any related payroll tax or other liability; and

(v) any leases.

ARTICLE 3 **ADJUSTMENTS, ETC.**

3.1 Prorations and Adjustments. Except as otherwise provided herein, all prepaid income and accrued but unpaid expenses arising from the conduct of the business and operations of the Station shall be prorated between the Parties as of 11:59 p.m. on the Closing Date. Such prorations shall include, without limitation, all ad valorem and other taxes, business and license fees, rents, utilities (if paid separately by Seller, FCC regulatory fees, and similar prepaid and deferred items. The prorations and adjustments contemplated by this Section 3.1 shall be made to the extent practicable at the Closing, and to the extent not made at the Closing shall be made within ninety (90) calendar days after the Closing Date. Prorated amounts agreed upon at the Closing shall be reflected as an adjustment to the Purchase Price to be paid at the Closing. Promptly following agreement or final determination regarding the prorations contemplated by this Section 3.1, which are not reflected by an adjustment to the Purchase Price, a cash payment in respect of such prorations shall be made by Seller to Buyer or by Buyer to Seller, as the case may be.

3.2 Allocations. Prior to the Closing, an allocation of the purchase price among the Station Assets shall be determined by mutual agreement of the parties. Filings under Section 1060 of the Internal Revenue Code of 1986, as amended, shall be made consistent with such allocation.

ARTICLE 4 **THE CLOSING**

Subject to satisfaction or waiver of the conditions set forth in Articles 10 and 11 below, consummation of the sale of the Station Assets under this Agreement (the "Closing") shall occur on a date (the "Closing Date") mutually agreed upon by the parties which date shall be within five (5) business days after the FCC's grant its consent to assignment of the FCC Licenses to Buyer (the "FCC Consent") has become a Final Order (as defined below), unless the requirement of a Final Order is waived by Buyer, in which case the Closing shall occur within five (5) business days after the later of either the grant of FCC Consent or written notice by Buyer to Seller of such waiver. The Closing shall be held at a place mutually agreed upon by the parties, subject to satisfaction or waiver of the conditions to the Closing contained herein, but in no instance shall the Closing occur prior to grant of FCC Consent. "Final Order" means an action by the FCC as to which: (a) no request for stay by the FCC is pending, no such stay is in effect, and any deadline for filing a request for any such stay has passed; (b) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the deadline for filing any such appeal, petition or application has passed; (c) the FCC has not initiated reconsideration or review on its own motion and the time in which such reconsideration or review is permitted has passed; and (d) no appeal to a court, or request for stay by a court, of the FCC's action is pending or in effect, and the deadline for filing any such appeal or request has passed.

ARTICLE 5

GOVERNMENTAL CONSENTS

5.1 FCC Application. Within two (2) days of the date of this Agreement, Seller and Buyer shall file an application with the FCC (the "FCC Application") requesting the FCC Consent. Seller and Buyer shall diligently prosecute the FCC Application and otherwise use their best efforts to obtain the FCC Consent as soon as practicable. Seller shall take all action required under FCC rules to give timely public notice of the filing of the FCC Application. Buyer shall pay the FCC filing fee associated with the FCC Application out of the amount described in Section 1.1(e).

5.2 General. Seller and Buyer shall notify each other of all documents filed with or received from any governmental agency (including the FCC) with respect to this Agreement or the transactions contemplated hereby and the Station's operational status and authority. Seller and Buyer shall cooperate with the FCC in connection with obtaining the FCC Consent, and shall promptly provide all information and documents requested by the FCC in connection therewith. If either Seller or Buyer becomes aware of any fact relating to it that would prevent or delay the FCC Consent, such party shall promptly notify the other party thereof and the parties shall use commercially reasonable efforts to remove any such impediment.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Seller:

6.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the Delaware. Buyer has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto, to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

6.2 Authorization. The execution, delivery and performance of this Agreement by Buyer have been or will be duly authorized and approved by all necessary limited liability company action of Buyer. This Agreement is, and each other document when executed and delivered by Buyer 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 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).

6.3 No Conflicts. Neither the execution and delivery by Buyer of this Agreement and any other instrument or agreement hereunder, nor the consummation by Buyer of any of the transactions contemplated hereby or thereby, nor compliance by Buyer with or fulfillment by Buyer of the terms, conditions and provisions hereof or thereof, will: (i) conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject or, (ii) require the approval, consent, authorization or act of, or the making by Buyer of

any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, except the FCC Consent.

6.4 Brokers. Buyer is solely responsible for any fee to be paid to its broker in connection with this transaction.

6.5 Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC. Buyer warrants specifically that it either has sufficient cash on hand or has obtained commitments from qualified lending sources to consummate this transaction.

6.6 Absence of Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending, or, to Buyer's knowledge, threatened, against Buyer relating to or affecting this Agreement or the transactions contemplated hereby, nor, to Buyer's knowledge, is there a basis for any such suit, arbitration, administrative charge, or other legal proceeding, claim or governmental investigation.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer:

7.1 Organization. Seller is duly organized, validly existing and in good standing under the laws of the State of New York. Seller has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Seller pursuant hereto, to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

7.2 Authorization. The execution, delivery and performance of this Agreement by Seller have been or will be duly authorized and approved by all necessary corporate action of Seller. This Agreement is, and each other document when executed and delivered by Seller 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 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).

7.3 Absence of Conflicting Agreements or Required Consents. Except as with respect to FCC and other governmental consents, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by Seller: (a) do not and will not require the consent of any third party; (b) do not and will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority to which Seller is a party or by which Seller or the Station Assets are bound; and prior to or simultaneously with Closing, if any, do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under any lease, contract,

agreement, instrument, license or permit to which either Seller or the Station Assets are now subject; and (d) do not and will not result in the creation of any lien, charge, security interest, or encumbrance on any of the Station Assets. No other person has any interest in, or right to, the proceeds of the sale of the license.

7.4 FCC Authorizations.

(a) Schedule 1.1(a) contains a complete list of the FCC Licenses. Except as otherwise described in Schedule 1.1(a), the FCC Licenses and other licenses, permits and authorizations listed in Schedule 1.1(a) are currently held by Seller and have been issued for the full term customarily issued to broadcast stations in the State of New York.

(b) All reports, filings and payments required to be filed with or paid to the FCC and any other governmental entity by Seller in connection with the Station or the Assets have been timely filed. All such reports and filings are accurate and complete and from the date hereof to the Closing all reports required to be filed will be accurate, complete and filed on a timely basis. Seller maintains appropriate public files at the Station as required by FCC rules. Seller is operating only those facilities for which appropriate authorizations have been obtained from the FCC and are in full force and effect, the Station has not failed to transmit broadcast signals for any consecutive twelve (12) month period, and Seller is otherwise in compliance with the terms and conditions of such Authorizations, the Communications Act of 1934, and the current rules, regulations and policies of the FCC in all material respects (the "FCC Laws"), and the ordinances, rules, regulations and policies of the State of New York.

(c) Except for pending applications for authorizations disclosed on Schedule 1.1(a), to the knowledge of Seller, there are no applications, complaints or proceedings pending or threatened before the FCC relating to the operation of the Station, other than proceedings affecting the broadcasting industry generally. Seller is not subject to any outstanding judgment or order of the FCC relating to the Station and there is no financial debt or obligation due to the FCC in connection with the Station by any and all entities with taxpayer identification numbers associated with Seller or the Station. Schedule 1.1(a) contains a complete list of, and accurately describes, to Seller's knowledge, any complaints pending before the FCC related to the Station, and any FCC letter of inquiry, notice of apparent liability, or forfeiture order currently pending against Seller relating to the Station.

7.5 Title to and Condition of Tangible Personal Property. Seller has title to all Tangible Personal Property, free and clear of all liens and encumbrances, except for security interests, if any, that will be released on or before Closing which are identified in Schedule 1.1(b), and except for liens for taxes not yet due and payable and for which Buyer receives a credit pursuant to Section 3.1 hereof ("Permitted Liens"). The items of Tangible Personal Property listed in Schedule 1.1(b) that are designated to be acquired by Buyer are being sold by Seller "as-is" without representation or warranty as to condition or repair.

7.6 Compliance with Laws. Seller has operated and is operating the Station in material compliance with all laws, regulations and governmental orders applicable to the Station Seller has not received any notice asserting any noncompliance with any applicable statute, rule or

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regulation, in connection with the operation of the Station, and, to Seller's knowledge, no investigation is pending or threatened regarding any such matter.

7.7 Environmental Matters. In addition, but without limitation, to the representations and warranties set forth elsewhere in this Agreement, Seller is in compliance with all federal, state and local laws and regulations in all material respects relating to pollution and the discharge of materials into the environment (collectively, the "Environmental Laws"). Seller holds all the permits, licenses and approvals of governmental authorities necessary for operation of the Station under applicable Environmental Laws (the "Environmental Permits"). Seller is in compliance with the Environmental Permits and they are transferable to Buyer without the consent of any governmental entity. To Seller's knowledge, no hazardous or toxic substances have been released, discharged or disposed of on any of the Station Assets. To Seller's knowledge, there are no quantities or concentrations of hazardous or toxic substances present at, on or under the Station Assets that would pose an unacceptable risk to human health or the environment under any Environmental Law. To Seller's knowledge, no litigation or proceeding relating to Environmental Laws, Environmental Permits or any release, discharge or disposal of hazardous or toxic substances is pending or, to Seller's knowledge threatened against the Station or Seller.

7.8 Taxes. Seller has filed all federal, state, local and foreign income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid with respect to the Station. No tax liens on the Station's Assets are extant or threatened.

7.9 Absence of Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending against, or, to Seller's knowledge, threatened against Seller relating to or affecting this Agreement or the transactions contemplated hereby or the Station Assets, nor, to Seller's knowledge, is there any basis for any such suit, arbitration, administrative charge, or other legal proceeding, claim or governmental investigation.

7.10 Bankruptcy. No insolvency proceedings of any character, voluntary or involuntary, affecting Seller or any of the Station Assets, are pending or, to Seller's knowledge, threatened, and Seller has not made any assignment for the benefit of creditors or taken any action which would constitute the basis for the institution of such insolvency proceedings.

7.11 No Brokers. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf.

ARTICLE 8 **COVENANTS**

8.1 Seller's General Covenants. Seller covenants and agrees that between the date hereof and the Closing, Seller shall:

(a) operate the Station consistent with past practice, subject, however, to any other covenants and obligations of Seller contained in this Agreement;

(b) not directly or indirectly, including by dissolution, liquidation, merger or otherwise, sell, lease or dispose of, nor solicit, or entertain, offers by third parties to acquire or lease, any of the Station Assets unless those assets are replaced in the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency) (the "Ordinary Course of Business") consistent with past Seller practices with assets of equal or greater value;

(c) maintain the Tangible Personal Property in its current condition (reasonable wear and tear in ordinary usage excepted);

(d) furnish Buyer with access to the Station during normal business hours, at times mutually agreeable to Buyer and Seller;

(e) If not already filed, file no later than November 30, 2018 an application for approval from the FCC for the Station to remain silent for not less than 180 days (the "Silent Authority Application"), which application shall be diligently prosecuted. If the FCC Consent is not granted earlier than two months before expiration of the authority granted pursuant to the Silent Authority Application, Seller will request an extension of silent authority for an additional 180 days;

(f) Provide Buyer copies of any past or future requests from 600 MHz licensees to terminate operations over the Station.

8.2 Buyer's General Covenants. Buyer covenants and agrees that between the date hereof and the Closing, Buyer shall:

(a) maintain its qualifications to be the licensee of the Station as set forth in Section 6.5 above, and the accuracy of the other Representations and Warranties of Buyer set forth in Article 6 herein;

(b) take necessary steps as required to be able to pay the Purchase Price and otherwise consummate this transaction; and

(c) notify the Seller promptly of any event, circumstance or occurrence which will interfere with the prompt consummation of this transaction at Closing.

ARTICLE 9

JOINT COVENANTS

Seller and Buyer hereby covenant and agree that between the date hereof and the Closing:

9.1 Cooperation. Each party shall cooperate fully with one another in taking any commercially reasonable actions (including to obtain the required consent of any governmental instrumentality or any third party) necessary to accomplish the transactions contemplated by this

Agreement, including, but not limited to, the prompt satisfaction of any condition to the Closing set forth herein.

9.2 Control of Station. Buyer shall not, directly or indirectly, control, supervise or direct the operations of the Station prior to the Closing. Such operations, including complete control and supervision of all programs, employees, finances, and policies, shall be the sole responsibility of Seller until the Closing.

9.3 Publicity. All press releases and other announcements, whether written or oral, to be made by either party with respect to the transactions contemplated by this Agreement, shall be subject to the agreement of the parties prior to the dissemination thereof; provided, however, that either party may make any announcement required by applicable law.

ARTICLE 10

CONDITIONS OF CLOSING BY SELLER

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

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

10.2 Governmental Consents. The FCC Consent shall have been obtained and shall be in full force and effect, and no court, administrative or governmental order prohibiting the Closing shall be in effect.

10.3 Closing Deliveries. Buyer shall have made each of the deliveries contemplated by Section 13.2 hereof.

ARTICLE 11

CONDITIONS OF CLOSING BY BUYER

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

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

11.2 Governmental Consents. The FCC Consent and Silent Authority Application shall have been granted, the latter shall be in full force and effect for at least two months after the date of the FCC Consent becoming a Final Order, both consents shall have become Final Orders, and no court or governmental order prohibiting the Closing shall be in effect.

11.3 Closing Deliveries. Seller shall have made each of the deliveries contemplated by Section 13.1 hereof.

ARTICLE 12

EXPENSES

Except as otherwise expressly set forth otherwise elsewhere in this Agreement, , each party shall be 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.

ARTICLE 13

DELIVERIES AT CLOSING

13.1 Seller's Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer:

(a) such bills of sale, documents of title and other instruments of conveyance, assignment and transfer as may reasonably be requested by Buyer to convey, transfer and assign the Station Assets to Buyer, free and clear of liens, except for liens for taxes not yet due and payable and for which Buyer receives a credit pursuant to Section 3.1 hereof;

(b) a signed restoration of status quo ante agreement with reasonable commercial terms if Buyer elects to waive the condition in Section 11.2 that the FCC Consent shall have become a Final Order and the FCC Consent is later rescinded;

13.2 Buyer's Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Seller:

(a) the Purchase Price, less the Deposit, and as adjusted pursuant to Section 3.1 hereof;

(b) if applicable, a signed restoration of status quo ante agreement with reasonable commercial terms if Buyer elects to waive the condition in Section 11.2 that the FCC Consent shall have become a Final Order; and

ARTICLE 14

SURVIVAL; INDEMNIFICATION.

14.1 Survival. The indemnification obligations of Seller contained in Section 14.2(a)(ii) and Buyer under 14.2(b)(ii) and 14.2(b)(iii) hereof with respect to Claims (as defined below) made by third parties against Buyer or Seller, as applicable, shall survive for two (2) years after the Closing. Claims made under this Article 14 that relate to Damages (as defined below) for which timely written notice is given by the indemnified party to the indemnifying party prior to expiration of this survival period, shall survive until resolved.

14.2 Indemnification.

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

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

(c) Indemnification by the Seller of the Buyer's Damages and indemnification of the Buyer of the Seller's damages shall only be made if the net of Buyer's Damages or the net of the Seller's Damages, as the case may be (exclusive of attorney's fees and expenses, and court costs), when offset against each other, exceed Twenty Five Thousand Dollars (\$25,000), and then shall be limited to only the extent of such net excess up to the total amount of Fifty Hundred Thousand Dollars (\$50,000).

14.3 Procedures. The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder on the part of the indemnifying party (a "Claim"), but a failure to give such notice or a delay in giving such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following additional terms and conditions:

(a) The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim.

(b) In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within twenty (20) days after written notice (which shall include sufficient description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose such claim, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (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 as an unconditional term thereof the giving by the claimant or the plaintiff to the indemnified party of a release from all liability in respect of such Claim; and (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 or other representatives concerning such Claim and the indemnifying party and the indemnified party and their respective counsel or other representatives shall cooperate in good faith with respect to such Claim.

ARTICLE 15

TERMINATION

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

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

(b) by written notice of Seller to Buyer if Buyer breaches in any material respect any of its representations or warranties or other terms of this Agreement, or defaults in any material respect in the performance of any of its covenants or agreements herein contained, and such breach or default is not cured within the Cure Period (as defined below);

(c) by written notice of Buyer to Seller if Seller breaches in any material respect any terms of this Agreement, or defaults in any material respect in the performance of any of its covenants or agreements herein contained, and such breach or default is not cured within the Cure Period (as defined below);

(d) by written notice of Seller to Buyer, or Buyer to Seller, if the FCC designates the FCC Application for hearing by a written action or denies the FCC Application by Final Order; or

(e) by written notice of Seller to Buyer, or Buyer to Seller, if the Closing shall not have been consummated on or before the date which is six (6) months after the execution of this Agreement, and if the party giving notice is not then in default hereunder.

The term "Cure Period" as used herein means a period commencing on the date that a party receives from the other written notice of breach or default hereunder and continuing for ten (10) days thereafter.

15.2 Damages/Remedies upon Termination.

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

(b) Upon termination under Section 15.1 (a), (d), or (e), this Agreement shall be deemed null and void, the Escrow Agent shall disburse the Deposit to Buyer, and neither party will thereafter have any further liability or obligation to the other, except with respect to Article 12.

(c) Upon termination under Section 15.1 (c) due to default of the Seller, this Agreement shall be deemed null and void, the Escrow Agent shall disburse the Deposit to Buyer, and neither party will thereafter have any further liability or obligation to the other, except with respect to Article 12. Upon termination under Section 15.1(b) due to default of the Buyer, this Agreement shall be deemed null and void and Seller shall be entitled to receive from the Escrow Agent a disbursement of the Deposit as liquidated damages, as Seller's sole and exclusive remedy for such default.

(d) If this Agreement is terminated pursuant to Section 15.1(c) due to the default of Seller, in lieu of deeming that this Agreement is null and void and receiving a disbursement of the Deposit from the Escrow Agent, Buyer may bring an action for specific performance requiring Seller to fulfill its obligations under this Agreement. Seller acknowledges that the assets of the Station are of a special, unique and extraordinary character and agrees not to object to an action by Buyer seeking specific performance of this Agreement on the grounds that an adequate remedy at law exists.

ARTICLE 16

MISCELLANEOUS PROVISIONS

16.1 Assignment. Neither party may assign any of its rights or obligations under this Agreement without the express prior written consent of the non-assigning party.

16.2 Amendments. No amendment to, or waiver of compliance with, any provision or condition 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 any waiver or amendment is sought.

16.3 Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

16.4 Governing Law and Exclusive Venue. The construction and performance of this Agreement shall be governed by the laws of the State of New York applicable to contracts made and to be fully performed within such State, without giving effect to the choice of law provisions thereof that may require the application of the laws of any other state. The exclusive venue for resolution of any lawsuits or other claims in connection with this Agreement shall be the state or federal courts located in the State of New York, and each party hereto hereby waives any claim that venue in such courts is inconvenient or that the party is not subject to the personal jurisdiction of such courts.

16.5 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, or on the next business

day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery (or to such other address as any party may request by written notice):

If to Seller: BuenaVision TV Network NY, LLC
1728 Coral Way – Suite 900
Miami FL 33145
Attention: Mr. Luis Isaias, Owner

If to Buyer: Press Communications, LLC
1329 Campus Parkway
Neptune NJ 07753
Attention: Mr. Alfred D. Colantoni

With a copy to (which shall not constitute notice):
Fletcher, Heald & Hildreth PLC
1300 North 17th Street, 11th Floor
Arlington, VA 22209
Attention: Donald Evans, Esq.

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

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

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

16.9 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

16.10 Terms Generally. The defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” All references herein to Articles, Section, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.

16.11 Attorneys' Fees. In the event of a dispute relating to this Agreement involving the interpretation or enforcement of the terms of this Agreement, each party agrees to be responsible for their own attorneys' fees and costs.

16.12 Further Assurances. After the 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 and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

16.13 Good Faith. There shall be an obligation of good faith and fair dealing on the part of each of Seller and Buyer in connection with the transactions contemplated by this Agreement.

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

SELLER:

BUENAVISION TV NETWORK NY, LLC

By: 

Name: Mr. Luis Isaias

Title: Owner

BUYER:

PRESS COMMUNICATIONS, LLC

By: 

Name: Mr. Alfred D. Colantoni

Title: President

Schedule 1.1(a)

Licenses, Permits and Authorizations

Station Call Sign:	WBQM-LD
Facility ID No.:	22797
Community of License:	New York, NY
Channel:	50
Most Recent Renewal App. File No.:	BDISDVL-20111223ABM BPDTL-20120402ARL BMPDTL-20111206BCZ BPDTL-20111221AFV
License Expiration:	6/1/2023
Auxiliary License(s):	None
DTV TSID:	8093

There are no pending complaints, letters of inquiry, notices of apparent liability and/or forfeiture orders as to the Station.

Schedule 1.1(b)

Tangible Personal Property

All books and records associated with the operation of the Station conveyed as is, where is without any warranty of fitness for a particular purpose.



Schedule 1.1(e)

Obligations Assumed by Buyer

None

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive representation of a name.