

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of January 28, 2016, between JVC Broadcasting, Inc., a New York Corporation (“Seller”), and WGBB-AM, Inc. a New York Corporation (“Buyer”) (collectively, the “Parties”).

WHEREAS, Seller holds the authorization(s) for FM translator W271BZ, TIANA, NY (Facility ID No. 139350) (the “Translator”), issued by the Federal Communications Commission (the “FCC”); and

WHEREAS, subject to the terms and conditions set forth herein, Seller desires to assign the Translator’s FCC authorizations and sell substantially all of the assets used and useful in connection with the Translator and Buyer desires to purchase and accept such authorizations and 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:

1. Translator Assets. Seller agrees assign, transfer, convey and deliver to Buyer, and Buyer shall acquire from Seller, all of the right, title, and interest of Seller in and to certain assets, properties, interests and rights of Seller, tangible and intangible, which are used in the operation of the Translator (the “Translator Assets”), including the following:
 - (a) all licenses, permits and other authorizations or other governmental authority with respect to the Translator held by Seller (the “License”);
2. Purchase Price. The purchase price to be paid for the Translator Assets will be Seventy Five Thousand Dollars (\$75,000.00), as adjusted pursuant to Section 5 hereof (the “Purchase Price”).
3. Deposit. Upon execution and delivery of this Agreement, Buyer shall deposit with Seller, the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (the “Deposit”). At the Closing (as defined below), the Deposit shall be retained by Seller as a credit against the Purchase Price. The deposit will be retained by Seller or returned to Buyer in accordance with Section 20. Should the FCC not grant the issuance of a Translator construction permit (as defined below) for the requested modified facilities (as defined below), the deposit shall not be returned to Buyer. Both the Purchase Price and the Deposit shall be paid according to instructions in Exhibit 1(b).
4. Assignment and Modification. This Agreement contemplates both the successful assignment of the Seller’s FM translator (“Assignment”), and a grant by the FCC of a construction permit (“CP”) for modified facilities whereby Buyer shall be able to utilize the Translator to rebroadcast Buyer’s station WGBB(AM), Freeport, NY (Facility ID No. 72091), and (“CP Grant”). As such, Seller will execute a permission letter (Exhibit 1.1(a)) allowing Buyer to simultaneously file an FCC Form 349 modification application prepared by Buyer specifying modified facilities for Translator in conjunction with the FCC Form 345 assignment application. Further, Buyer hereby grants consent to Seller to rebroadcast Buyer’s station WGBB(AM), Freeport, NY (Facility ID No. 72091) as required in FCC Form 349.

5. Construction Permit Extension. The License has a current construction permit deadline of December 30, 2016 (FCC File No. BMPFT-20151104EXY). The FCC, in its AM Revitalization Report and Order (FCC 15-142, rel. Oct. 23, 2015), has stated that a waiver of the construction deadline is “presumptively in the public interest” for FM translator CPs participating in the window (“Waiver”). However, in an abundance of caution, the Parties agree that if the FCC does not release the CP Grant by October 1, 2016, the Parties will diligently pursue a waiver request of the construction permit deadline, and file the request by October 7, 2016. If the parties have not consummated the Assignment on or October 1, 2016, Seller will file the construction permit waiver request. If the parties have consummated the Assignment on or before October 1, 2016, Buyer will file the construction permit waiver request.

6. Closing. Subject to satisfaction or waiver of the conditions set forth herein, consummation of the sale of the Translator 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 ten (10) business days after the grant of FCC Consent (as defined below), becomes a Final Order (as defined below), or the CP Grant becomes a Final Order, whichever is later. Additionally, if necessary, the FCC must have granted an extension of the CP Expiration Date.

7. FCC Consent. The Closing is subject to and conditioned upon prior FCC consent to the assignment of the Licenses to Buyer (the “FCC Consent”) and to the CP Grant, with both the FCC Consent and the CP Grant having become Final Orders, unless waived by Buyer. “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.

8. FCC Applications. No later than January 29, 2016, or within five (5) business days of the date of this Agreement, if Buyer elects a different date than January 29, 2016, Seller and Buyer shall file the respective FCC Form 345 and 349 applications with the FCC (the “FCC Applications”). If jointly agreed upon by Seller and Buyer, the parties may file the FCC Applications at a date later than five business days of the date of this Agreement. Buyer and Seller shall diligently prosecute the FCC Applications and otherwise use their best efforts to obtain the FCC Consent as soon as practicable including modification of either application as may be necessary to secure the respective FCC Consent and CP Grant.

9. Buyer’s Representations and Warranties. Buyer makes the following representations and warranties to Seller:

- (a) Buyer is duly organized, validly existing and in good standing under the laws of the State of New York. Buyer has the requisite power and authority to execute and deliver this Agreement and to comply with the terms, conditions and provisions hereof.

(b) The execution, delivery and performance of this Agreement by Buyer have been duly authorized and approved by all necessary corporate action of Buyer. This Agreement is a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except (i) as may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally, and (ii) as such enforceability is subject to general principles of equity.

(c) Mike Bergner is the only 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 Buyer.

(d) Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Translator under the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC.

(e) There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending against, or, to Buyer's knowledge, threatened against, Buyer relating to or affecting this Agreement or the transactions contemplated hereby.

10. Seller's Representations and Warranties. Seller makes the following representations and warranties to Buyer:

(a) 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 to comply with the terms, conditions and provisions hereof.

(b) The execution, delivery and performance of this Agreement by Seller have been duly authorized and approved by all necessary corporate action of Seller. This Agreement is a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except (i) as may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally, and (ii) as such enforceability is subject to general principles of equity.

(c) No insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller or any of the Translator 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.

11. 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 Translator as set forth in Section 9 above;

- (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.

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

- (a) operate the Translator in the ordinary course of business consistent with past practice;
- (b) not directly or indirectly, including by dissolution, liquidation, merger or otherwise, sell, lease or dispose of any of the Translator Assets unless those assets are replaced with assets of equal or greater value;

13. Joint Covenants. Seller and Buyer hereby covenant and agree that between the date hereof and the Closing they shall cooperate fully with each 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.

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

- (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, 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.
- (b) The FCC Consent and CP Grant 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.
- (c) Buyer shall have made each of the deliveries contemplated by Section 16 hereof or otherwise reasonably required by this Agreement.

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

- (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, 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.

(b) The FCC Consent shall have been obtained, shall be in full force and effect, and shall have become a Final Order, and no court or governmental order prohibiting the Closing shall be in effect.

(c) Seller shall have made each of the deliveries contemplated by Section 16 hereof or otherwise reasonably required by this Agreement.

16. Closing Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer: 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 Translator Assets to Buyer, free and clear of liens, except for Permitted Liens. Buyer shall also deliver the Purchase Price, less the Deposit, as adjusted pursuant to Section 5 hereof.

17. Survival. The covenants, agreements, representations and warranties in this Agreement shall expire at Closing and be of no further force or effect, with the exception of: (i) the indemnification obligations of Seller and Buyer under Section 18 hereof with respect to Claims (as defined below) made by third parties against Buyer or Seller, as applicable, shall survive for two (2) years (ii) those Claims made under Section 18 that relate to Buyer's Damages or Seller's Damages (as defined below), as applicable, 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.

18. Indemnification. 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: (a) 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 (b) the operation of the Translator before the Closing. 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: (y) 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; and (z) the operation of the Translator after the Closing. 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.

19. Termination. This Agreement terminates automatically if the Buyer has not received the CP Grant within one year from executing this Agreement, and the License will revert back to Seller. 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 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;

(d) by written notice of Buyer to Seller, if due to a weather related cause, force majeure, or other cause beyond the control of Seller, a material portion of the Translator Assets are damaged or destroyed and Seller elects not to repair or replace such damaged or destroyed Translator Assets prior to Closing Date.

The term “Cure Period” as used herein means a period commencing on the date that a party receives from the other party written notice of breach or default hereunder and continuing for twenty (20) days thereafter.

20. Damages upon Termination. 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. Upon termination under Section 19 (a), (b), or (d), this Agreement shall be deemed null and void and but the Deposit shall be kept by Seller, and neither party will have any further liability or obligation to the other. Upon termination under Section 19(c), due to default of the Seller, this Agreement shall be deemed null and void and Buyer shall be entitled to the Deposit. If this Agreement is terminated pursuant to Section 19(c) due to the default of Seller, the Buyer may, as an alternative to return of the Deposit, bring an action for specific performance, Seller hereby acknowledging that the Translator Assets are of a special, unique and extraordinary character, and that monetary damages would not be sufficient to compensate Buyer under such circumstances.

21. 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, except that filing fees with respect to the FCC Applications (if any) shall be paid equally by Seller and Buyer.

22. 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.

23. 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.

24. 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.

25. Governing Law. 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.

26 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, on the 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:

JVC Media, LLC
3075 Veterans Memorial Highway, Suite 20
Ronkonkoma, NY 11779
Attention: John Caracciolo, President, CEO

With a copy to:

Francisco R. Montero, Esq.
Fletcher, Heald & Hildreth PLC
1300 North 17th St., 11th Floor
Arlington, VA 22209

If to Buyer:

WGBB-AM, Inc.
133-11 41 Road, Suite 1A
Flushing, NY 11355
Attention: Josephine Cheng, President

With a copy to:

Scott Pippin, Esq.
Lerman Senter, PLLC
2000 K Street, NW Suite 600
Washington, DC 20006

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

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

29. Severability. The parties agree that if one or more provisions 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.

30. 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.

31. Attorneys' Fees. In the event of a dispute relating to this Agreement involving the interpretation or enforcement of the terms of this Agreement, resulting in litigation brought by either party, the prevailing party in such litigation shall be entitled, in addition to other relief ordered by the Court, to reasonable attorneys' fees and costs.

32. 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.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

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

SELLER: JVC Media, LLC

By: 
Name: John Caracciolo
Title: President, CEO

BUYER: WGBB-AM, Inc.

By: _____
Name: Josephine Cheng
Title: President

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

SELLER: JVC Media, LLC

By: _____
Name: John Caracciolo
Title: President, CEO

BUYER: WGBB-AM, Inc.

By: J Cheng
Name: Josephine Cheng
Title: President

Table of Schedules

1(a)	Section 73.3517 Consent Letter
1(b)	Wire Instructions

Exhibit 1(a) to Asset Purchase Agreement

JVC Media, LLC
3075 Veterans Memorial Highway, Suite 20
Ronkonkoma, NY 11779

January 24, 2016

Josephine Cheng, President
WGBB-AM, Inc.
133-11 41 Road, Suite 1A
Flushing, NY 11355

Re: Section 73.3517 Consent

Dear Ms. Cheng:

This letter of consent is being provided by JVC Media, LLC pursuant to Section 73.3517(a) of the rules of the Federal Communications Commission ("FCC") with regard to the proposed contingent modification application for FM Translator Station W271BZ, FCC Facility ID No. 139350.

JVC Media, LLC is joining in an application to the FCC to assign the license of W271BZ to WGBB-AM, Inc. As part of the FCC transaction, you have agreed to file an application for a construction permit to relocate the station's transmitter and to cause the translator to rebroadcast the signal of Station WGBB(AM), Facility ID 72091, Freeport, New York.

JVC Media, LLC hereby consents to the filing of an application for construction permit in WGBB-AM's own name while the license assignment application is pending.

Very truly yours,



John Caracciolo
President, CEO