

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of March 27, 2018, between Major Market Stations, Inc., a California corporation (“Seller”), and Lazer Broadcasting Corporation, a California corporation and Lazer Licenses, LLC., a Delaware limited liability company (collectively, “Buyer”).

Recitals

A. Seller owns and operates the following radio broadcast stations (collectively the “Stations”) pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”):

KWRN (AM), 1550 kHz, Apple Valley, CA (FCC Facility ID No. 33393)

K258DE, 99.5 MHz, Apple Valley, CA (FCC Facility ID No. 144710)

B. 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).

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 as set forth in Section 1.2, 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 the following assets that are used in the operation of the Stations (the “Station Assets”):

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

(b) the equipment, transmitters, antennas, cables, towers, vehicles, furniture, fixtures, spare parts and other tangible personal property 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 (the “Tangible Personal Property”);

(c) the agreements for the sale of advertising time on the Stations and the other contracts, agreements and leases listed on *Schedule 1.1(c)*, together with all contracts, agreements and leases made between the date hereof and Closing in accordance with Article 4 (the “Station Contracts”);

(d) all of Seller's rights in and to the Stations' 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 listed on *Schedule 1.1(d)* (the "Intangible Property"); and

(e) all of Seller's rights, title and interest in and to the real property on which the transmitter and towers sit, legally described in *Schedule 1.1(e)* along with the existing broadcast antennas (towers) on the site (the "Real Property").

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 and liens that will be released at or prior to Closing (collectively, "Permitted Liens"). All Station Assets are sold "AS IS, WHERE IS" with no warranty as to condition, fitness or merchantability.

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;

(b) all tangible and intangible personal property of Seller retired or disposed of between the date of this Agreement and Closing in accordance with Article 4;

(c) all Station Contracts that are terminated or expire prior to Closing in accordance with Article 4;

(d) Seller's corporate and trade names, charter documents, and books and records relating to the organization, existence or ownership of Seller, and all records not relating to the operation of the Stations;

(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) the Stations' accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided prior to the Effective Time (defined below) or otherwise arising during or attributable to any period prior to the Effective Time (the "A/R");

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

(h) all deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent Seller receives a credit therefor under Section 1.6;

(i) the assets listed on *Schedule 1.2* (if any); and

(j) any assets not listed in a Section 1.1 schedule.

1.3 Assumption of Obligations. On the Closing Date (defined below), Buyer shall enter into any new contracts required by *Schedule 1.1(c)* or otherwise required by this Agreement and shall assume the obligations of Seller arising during, or attributable to, any period of time on or after the Closing Date under the Station Contracts, and any other liabilities of Seller to the extent Buyer receives a credit therefor under Section 1.6 (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”).

1.4 Purchase Price. In consideration for the sale of the Station Assets to Buyer, at Closing Buyer shall pay Seller, by wire transfer of immediately available funds, the sum of One Hundred Eighty Thousand (\$180,000.00) dollars, subject to adjustment pursuant to Section 1.6 (the “Purchase Price”).

1.5 Deposit. On the date of this Agreement, Buyer shall make a cash deposit in immediately available funds of Twenty-Five Thousand Dollars (\$25,000.00) (the “Deposit”) with Jorgenson Broadcast Brokerage, Inc. (the “Escrow Agent”) pursuant to the Escrow Agreement (the “Escrow Agreement”) of even date herewith among Buyer, Seller and the Escrow Agent. At Closing, the Deposit shall be disbursed to Seller and applied to the Purchase Price and any interest accrued thereon shall be disbursed to Buyer. If this Agreement is terminated by Seller pursuant to Section 11.1(c), the Deposit and any interest accrued thereon shall be disbursed to Seller. If this Agreement is terminated for any other reason, the Deposit and any interest accrued thereon shall be disbursed to Buyer. The parties shall each instruct the Escrow Agent to disburse the Deposit and all interest thereon to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement. Any failure by Buyer to make the Deposit on the date hereof constitutes a material default as to which the Cure Period under Section 10 does not apply entitling Seller to immediately terminate this Agreement.

1.6 Prorations and Adjustments. All prepaid and deferred income and expenses relating to the Station Assets and arising from the operation of the Stations shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles (“GAAP”) as of 12:01 a.m. on the day of Closing (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 12.1), music and other license fees, utility expenses, rent and other amounts under Station Contracts and similar prepaid and deferred items. Seller shall receive a credit for all of the Stations’ deposits and prepaid expenses. Sales commissions related to the sale of advertisements broadcast on the Stations prior to Closing shall be the responsibility of Seller, and sales commissions related to the sale of advertisements broadcast on the Stations after Closing shall be the responsibility of Buyer. Prorations and adjustments shall be made at Closing to the extent reasonably possible and thereafter no later than ninety (90) calendar days after Closing. Notwithstanding the foregoing, with respect to trade, barter or similar agreements for the sale of time for goods or services that are included in the Station Contracts, if at Closing the Stations have a negative barter balance (*i.e.*, the amount by which the value of air time to be provided by the Stations after Closing exceeds the fair market value of corresponding goods and services to be received by the Stations after Closing) over Twenty-Five Thousand Dollars

(\$25,000), then such balance (excluding the initial Twenty-Five Thousand Dollars (\$25,000)) shall be treated as prepaid time sales and adjusted for as a proration in Buyer's favor.

1.7 Allocation. The Purchase Price shall be allocated for tax purposes as set forth on *Schedule 1.7* which the parties agree reflect the respective fair market values of the Station Assets being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). Each of Buyer and Seller shall file a tax return reflecting this allocation, as and when required under the Code, as stated on *Schedule 1.7*.

1.8 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 (10th) day after the date of the FCC's initial order, or on such other day after such consent as Buyer and Seller may mutually agree, subject to the satisfaction or waiver of the conditions set forth in Articles 6 or 7 below. The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.9 FCC Consent. Within five (5) 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 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.

ARTICLE 2: THE REAL PROPERTY

2.1 Investigation Period. Buyer shall have until the date which is thirty (30) calendar days from the Effective Date of this Agreement (the "Investigation Period"), to inspect and investigate the condition of the Real Property, including, but not limited to, the conducting of engineering and environmental studies and confirming compliance of the Real Property with applicable laws, the results of such inspections and investigations and their analysis to be satisfactory to Buyer in its reasonable discretion. Such investigation will be performed by Buyer at its sole cost and expense. No boring, drilling or other physical intrusion into the structures or ground comprising the Real Property will be made without the prior consent of Seller, which consent shall not be unreasonably withheld.

Buyer or its agent or consultant shall give reasonable notice to Seller of any physical inspection of the Real Property, and a representative of Seller must be afforded the full opportunity to be present at such inspections and to coordinate the date and time of same with the Buyer. Buyer agrees that any inspections will not unreasonably interfere with the rights of the Seller and any current occupants of the Real Property. Buyer agrees to restore to Seller's reasonable satisfaction any areas of the Real Property which are subjected to intrusive or destructive testing and to provide Seller with any reports resulting from such inspection(s).

2.2 Indemnity. Buyer hereby agrees to indemnify, defend and hold harmless Seller and its officers, employees and agents (the "Indemnified Parties") from and against any and all liabilities, demands, actions, causes of action, suits, losses, costs, damages, claims, and expenses, including actual attorney's fees and expenses (collectively, "Losses") made, brought, sought or

incurred by any of the Indemnified Parties, which Losses have been caused by the action or omission of Buyer (or any other person acting on behalf of Buyer) in connection with Buyer's or such other person's exercise of the access granted under this Article 2 to Buyer, its agents and consultants, except to the extent due to Seller's willful misconduct. The indemnity granted by Buyer under this section shall survive a termination of this Agreement or a Closing (as defined below). The indemnity granted herein shall not apply to any Losses occasioned by the mere discovery of environmental conditions and the receipt of reports reflecting the same.

2.3 Termination. In the event Buyer determines that the results of its inspections and investigations are not satisfactory to Buyer, in its reasonable discretion, Buyer shall have the right to terminate this Agreement and receive return of its Deposit from the Escrow Agent. Such termination shall be effectuated by written notice to Seller prior to the end of the Investigation Period. Buyer's failure to timely deliver to Seller written notice of Buyer's termination of this Agreement shall be deemed to be its election not to terminate this Agreement and to proceed to Closing in the manner contemplated hereunder. If Buyer terminates this Agreement pursuant to the provisions of this Section 2.3 prior to the end of the Investigation Period, then (i) this Agreement shall be of no further effect, (ii) neither Seller nor Buyer shall have any further rights or obligations under this Agreement, except for rights and obligations which, by their express terms, survive termination hereof, and (iii) Buyer shall be immediately refunded its Deposit.

2.4 Survey and Title Commitment. Upon execution of this Agreement, Seller shall deliver to Buyer a copy of any existing survey of the Real Property in its possession (the "Prior Survey"). Buyer may obtain, at its expense, an updated survey of the Real Property (the "Survey"). If it elects to obtain such updated Survey, Buyer shall cause a copy of the Survey to be delivered to Seller. Buyer may also, in its sole discretion, obtain a title commitment for the Real Property. The cost of preparing the title commitment, the premium for the title policy and any premiums associated with any endorsements required by any lender for its mortgagee policy and all searches and examinations required in issuing the title policy shall be solely borne by Buyer.

ARTICLE 3: SELLER REPRESENTATIONS AND WARRANTIES

Seller makes the following representations and warranties to Buyer:

3.1 Organization. Seller 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. 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.

3.2 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).

3.3 No Conflicts. Except as set forth on *Schedule 3.3* and except for the FCC Consent and consents to assign certain of the Station Contracts, 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, 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.

3.4 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 Stations. 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 Stations or against Seller with respect to the Stations that could result in any such action. The Stations 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. All material reports and filings required to be filed with the FCC by Seller with respect to the Stations have been timely filed. All such reports and filings are accurate and complete in all material respects.

3.5 Taxes. Seller has, in respect of the Stations' business, filed all foreign, federal, state, county and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

3.6 Personal Property. *Schedule 1.1(b)* contains a list of material items of Tangible Personal Property included in the Station Assets. Except as set forth on *Schedule 1.1(b)*, 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 after taking into consideration the age of the equipment, ordinary wear and tear excepted.

3.7 Contracts. Except as set forth on *Schedule 1.1(c)*, each of the Station Contracts is in effect and is binding upon Seller and, to Seller's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Seller has performed its obligations under each of the Station Contracts in all material respects, and is not in material default thereunder, and to

Seller's knowledge, no other party to any of the Station Contracts is in default thereunder in any material respect.

3.8 Environmental. Except as set forth on *Schedule 3.8* or in any environmental report delivered by Seller to Buyer prior to the date of this Agreement, to Seller's knowledge, no hazardous or toxic substance or waste regulated under any applicable environmental, health or safety law has been generated, stored, transported or released on, in, from or to any property included in the Station Assets. Except as set forth on *Schedule 3.8* or in any environmental report delivered by Seller to Buyer prior to the date of this Agreement, to Seller's knowledge, Seller has complied in all material respects with all environmental, health and safety laws applicable to the Stations.

3.9 Intangible Property. *Schedule 1.1(d)* contains a description of the Intangible Property included in the Station Assets. Except as set forth on *Schedule 1.1(d)*, (i) to Seller's knowledge, Seller's use of the Intangible Property does not infringe upon any third party rights in any material respect, (ii) no material Intangible Property is the subject of any pending, or, to Seller's knowledge, threatened legal proceedings claiming infringement or unauthorized use, and (iii) Seller has not received any written notice that its use of any material Intangible Property is unauthorized or infringes upon the rights of any other person. Except as set forth on *Schedule 1.1(d)*, to Seller's knowledge, Seller owns or has the right to use the Intangible Property free and clear of Liens other than Permitted Liens.

3.10 Employees. Except as set forth on *Schedule 3.10*, (i) Seller has complied in all material respects with all labor and employment laws, rules and regulations applicable to the Stations' business, including without limitation those which relate to prices, wages, hours, discrimination in employment and collective bargaining, (ii) there is no unfair labor practice charge or complaint against Seller in respect of the Stations' business pending or, to Seller's knowledge, threatened before the National Labor Relations Board, any state labor relations board or any court or tribunal, and there is no strike, dispute, request for representation, slowdown or stoppage pending or threatened in respect of the Stations' business, and (iii) Seller is not party to any collective bargaining, union or similar agreement with respect to the employees of Seller at the Stations, and to Seller's knowledge, no union represents or claims to represent or is attempting to organize such employees.

3.11 Insurance. Seller maintains insurance policies or other arrangements with respect to the Stations and the Station Assets consistent with its practices for other stations, and will maintain such policies or arrangements until the Effective Time.

3.12 Compliance with Law. Except as set forth on *Schedule 3.12*, (i) Seller has complied 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 Stations, and all decrees and orders of any court or governmental authority which are applicable to the operation of the Stations, and (ii) to Seller's knowledge, there are no governmental claims or investigations pending or threatened against Seller in respect of the Stations except those affecting the industry generally.

3.13 Litigation. Except as set forth on *Schedule 3.13*, there is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Stations

that will subject Buyer to liability or which will affect Seller's ability to perform its obligations under this Agreement.

3.14 No Finder. Except as disclosed on *Schedule 3.14*, 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 except Jorgenson Broadcast Brokerage, Inc. Payment of commission due Jorgenson Broadcast Brokerage, Inc. shall occur at Closing and shall be Seller's sole cost and expense.

ARTICLE 4: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller:

4.1 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.

4.2 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).

4.3 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 is 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.

4.4 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.

4.5 Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Stations 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 Stations. No waiver of or exemption from any FCC rule or policy is necessary for the FCC Consent to be obtained. There are no matters which might reasonably be expected to result in the FCC's denial or delay of approval of the FCC Application.

4.6 No Finder. Except as disclosed on *Schedule 4.6*, 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 Buyer or any party acting on Buyer's behalf. Payment of any broker engaged by Buyer shall be Buyer's sole cost and expense.

ARTICLE 5: SELLER COVENANTS

5.1 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 and with Buyer's acknowledgment that the Stations are currently silent, Seller shall:

- (a) operate the Stations 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) except as otherwise provided herein, 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;
- (d) maintain the Tangible Personal Property in the ordinary course of business;
- (e) 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 (except for competitive market information), provided that such access rights shall not be exercised in a manner that interferes with the operation of the Stations; and
- (f) except in the ordinary course of business and as otherwise required by law, not increase the compensation payable to any employee of the Stations, except for bonuses and other compensation payable by Seller in connection with the consummation of the transactions contemplated by this Agreement (if any).

ARTICLE 6: JOINT COVENANTS

Buyer and Seller hereby covenant and agree as follows:

6.1 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 that the parties shall cooperate to make a mutually agreeable announcement.

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

6.3 Risk of Loss. 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.

6.4 Consents. The parties shall use commercially reasonable efforts to obtain any third-party consents necessary for the assignment of any Station Contract (which shall not require any payment to any such third party), but no such consents are conditions to Closing except for the Required Consents. Notwithstanding the foregoing sentence, receipt of consent to assign to Buyer the tower lease designated on *Schedule 1.1(c)* is a condition precedent to Buyer's obligation to close under this Agreement (the "Required Consent").

6.5 Employees. Seller has no current employees of the Stations. Seller shall be responsible for all compensation and benefits to Seller's previous Station employees arising prior to the Effective Time (in accordance with Seller's employment terms).

6.6 Accounts Receivable. Seller shall collect its A/R. Any amounts of A/R that are paid directly to Buyer shall be remitted to Seller. Buyer shall not discount, adjust or otherwise compromise any A/R.

ARTICLE 7: 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):

7.1 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.

(c) Seller shall have received a certificate dated as of the Closing Date from Buyer executed by an authorized officer of Buyer to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied.

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 Consent. The FCC Consent shall have been obtained.

7.4 Deliveries. Buyer shall have complied with its obligations set forth in Section 9.2.

ARTICLE 8: 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):

8.1 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.

(c) Buyer shall have received a certificate dated as of the Closing Date from Seller executed by an authorized officer of Seller to the effect that the conditions set forth in Sections 8.1(a) and (b) have been satisfied.

8.2 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.

8.3 FCC Consent. The FCC Consent shall have been obtained.

8.4 Deliveries. Seller shall have complied with its obligations set forth in Section 9.1.

8.5 Consent. The Required Consent shall have been obtained.

ARTICLE 9: CLOSING DELIVERIES

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

(i) a good standing certificate issued by the Secretary of State of Seller's jurisdiction of formation;

(ii) certified copies of resolutions authorizing the execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby;

(iii) the certificate described in Section 8.1(c);

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

(v) an assignment and assumption of contracts assigning the Station Contracts from Seller to Buyer;

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

(vii) a Quit Claim deed conveying the Real Property from Seller to Buyer; and

(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.

9.2 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 good standing certificate issued by the Secretary of State of Buyer's jurisdiction of formation;

(iii) certified copies of resolutions authorizing the execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby;

(iv) the certificate described in Section 7.1(c);

(v) an assignment and assumption of contracts assuming the Station Contracts; and

(vi) such other documents and instruments of assumption that may be necessary to assume the Assumed Obligations.

ARTICLE 10: INDEMNIFICATION

10.1 Indemnification.

(a) Subject to Section 10.1(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

(ii) any default by Seller of any covenant or agreement made under this Agreement; or

(iii) the Retained Obligations; or

(iv) the business or operation of the Stations before the Effective Time, except for the Assumed Obligations.

(b) Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Seller shall have no liability to Buyer under clause (i) of Section 10.1(a) until Buyer's aggregate Damages exceed an amount equal to \$15,000, after which such threshold amount shall be excluded from any calculation of Damages, (ii) the maximum aggregate liability of Seller under Section 10.1(a) shall be \$50,000. Notwithstanding the anything in this Section 10.1(b) above, all of Seller's liability shall cease at the time of its dissolution.

(c) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller, its officers, employees and agents 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

(ii) any default by Buyer of any covenant or agreement made under this Agreement; or

(iii) the Assumed Obligations; or

(iv) the business or operation of the Stations after the Effective Time.

(d) Notwithstanding the foregoing or anything else herein to the contrary, all of Buyer's liability under Section 10.1(c) shall expire and be of no further force or effect twelve (12) months after the Closing Date, except that if within such twelve (12) month period Seller gives Buyer 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.

10.2 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.

(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.

ARTICLE 11: TERMINATION AND REMEDIES

11.1 Termination. Subject to Section 11.3, 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 obligations to make the Deposit on the date hereof and to pay the Purchase Price at Closing; or

(d) by written notice of Seller to Buyer or Buyer to Seller if Closing does not occur by the date four (4) months after the date of this Agreement.

11.2 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) thirty (30) days thereafter or (ii) the Closing Date determined under Section 1.8; 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 1.8, 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 1.8.

11.3 Survival. Except as provided by Section 11.4, 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 1.5 (Deposit) and 12.1 (Expenses) shall survive any termination of this Agreement.

11.4 Liquidated Damages. If Seller terminates this Agreement pursuant to Section 11.1(c), then Buyer shall pay Seller on demand the Deposit (without duplication of any disbursement under Section 1.5), and such payment shall constitute liquidated damages and the sole remedy of Seller under this Agreement. Buyer acknowledges and agrees that Seller's recovery of such amount shall constitute payment of liquidated damages and not a penalty and that Seller's liquidated damages amount is reasonable in light of the substantial, but indeterminate harm anticipated to be caused by Buyer's material breach or default under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transactions to be consummated hereunder.

ARTICLE 12: MISCELLANEOUS

12.1 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. All governmental fees and charges applicable to any requests for FCC Consent shall be shared equally. Buyer shall be solely responsible for all governmental taxes, fees and charges applicable to the transfer of the Station Assets, including the Real Property, under this Agreement.

12.2 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.

12.3 Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

12.4 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed 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):

if to Seller:

Major Market Stations
P.O. Box 10066
Glendale, CA 91209-3066
Attn.: Dick Vosper
dbroadcast@earthlink.com

dv

with a copy (not considered notice): Hardy, Carey, Chautin & Balkin, LLP
1080 West Causeway Approach
Mandeville, LA 70471
Attn: Mark A Balkin, Esq.
mbalkin@hardycarey.com

if to Buyer: Lazer Broadcasting Corporation
P.O. Box 6940
Oxnard, CA 93031-6940
Attn.: Alfredo Plascencia
alfredop@lazerbroadcasting.com

with a copy (not considered notice): Fletcher, Heald & Hildreth, PLC
1300 North 17th Street, Suite 1100
Arlington, VA 22209
Attention: Frank R. Jazzo, Esq.
jazzo@fhhlaw.com

12.5 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.

12.6 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, except any confidentiality agreement among the parties with respect to the Stations, which shall remain in full force and effect. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

12.7 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.

12.8 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.

12.9 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of California without giving effect to the choice of law provisions thereof.

12.10 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.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER: LAZER BROADCASTING CORPORATION

By: 

Name: Alfredo Plascencia
Title: President/CEO

LAZER LICENSES, LLC

By: 

Name: Alfredo Plascencia
Title: President/CEO

SELLER: MAJOR MARKET STATIONS, INC.

By: 

Name: Richard Vosper
Title: President

List of Schedules

<u>Schedule</u>	<u>Description</u>
1.1(a)	FCC Licenses
1.1(b)	Tangible Personal Property
1.1(c)	Station Contracts
1.1 (d)	Intangible Property
1.1(e)	Real Property
1.2	Additional Excluded Assets
1.7	Allocation of the Purchase Price
3.3	Exceptions to No Conflicts Representations
3.8	Exceptions to Environmental Representations
3.10	Exceptions to Employee Representations
3.12	Exceptions to Compliance with Laws Representations
3.13	Exceptions to Litigation Representations
3.14	Exceptions to No Finder Representation (Seller)
4.6	Exceptions to No Finder Representation (Buyer)

SCHEDULE 1.1(a)

FCC Licenses

Station Call Sign: KWRN
Facility ID No.: 33393
Community of License: Apple Valley, California
Frequency: 1550 kHz
Most Recent Renewal File No.: BR-20130723ABE
License Expiration: 12/1/2021
Special Temporary Authority (Silent): BLSTA-20171128ABV
(granted 12/18/2017)
Antenna Structure Registration(s): None
Off Air date: 11/18/2017

Station Call Sign: K258DE
Facility ID No.: 144710
Community of License: Apple Valley, California
Frequency: 99.5 MHz
License File No.: BLFT-20170831AAG
License Expiration: 12/1/2021
Special Temporary Authority (Silent): BLSTA-20171129AAK
(granted 12/14/2017)
Antenna Structure Registration(s): None -- Leased
Off Air date: 11/18/2017

SCHEDULE 1.1(b)

Tangible Personal Property

STUDIO			
Quan.	Manufacturer	Model	Description
1	Sage	3644	EAS Endec
1	Dell	Unknown	Streaming Computer
1	Dell	Unknown	Streaming Receive Computer
1	Custom	Unknown	Simian Automation Computer
1	Custom	Unknown	On Air Internet Traffic Computer
1	Arrakis	12000	Audio Console
1	Henry Engineering	Multiphones II	Headphone Control
3	Henry Engineering	Guest Pod	Headphone Guest Pod
2	Sennheiser	E-835	Microphone
1	Heil	PR-40	Microphone
4	Heil	HB-1	Mic Arm
4	DBX	PB-48	TRS Patch Bay
2	KRK	RP8	Powered Monitor Speaker
1	DBX	266	Limiter
1	Comrex	Bric	Internet Audio CODEC
1	Barix	Instreamer 100	Internet Audio CODEC
2	Goodrich	Unknown	Fixed Tune EAS Receiver
2	Rane	D-216	Distribution Amplifier
1	Broadcast Tools	Schedule Sentinel	Time Scheduler
1	Broadcast Tools	SS4.1	Audio Relay Switcher
1	Broadcast Tools	RA-1	Rack Adapter
1	Unknown		40 RU Equipment Rack
1	Henry Engineering	TwinMatch	Distribution Amplifier
1	Henry Engineering	Super Relay	On Air Tally relay
1	Echo	Layla 3G	8 Channel Audio Interface
1	Telos	1X6	On Air Telephone System
1	Allen&Heath	Mix Wizard WS-20	Production Console
1	Various		Office Furniture

TRANSMITTER

1	Broadcast Electronics	AM-6A	6000 Watt Transmitter
1	Fritz-Bauer	FB-5	5000 Watt Transmitter
1	Custom	Unknown	2 Tower Phasing Cabinet
2	Magnum	Unknown	100' Tower
2	Phasetek	Unknown	ATU cabinets
1	TFT	Latest Release Manufactured	AM Modulation Monitor
1	Potomac	AM-19	2 Tower Antenna Monitor
1	Comrex	Bric	Internet Audio CODEC
1	Barix	Exstreamer	Internet Audio CODEC
1	Behringer	Unknown	2 Channel Equalizer
1	Broadcast Tools	SS4.1	Audio Relay Switcher
1	Orban	9200	AM Audio Processor
1	Broadcast Tools	PS-99	Time Scheduler
1	DBX	PB-48	Patch Bay
1	Dlink	DR-655	Internet Router
1	Unknown	10x20	Transmitter Building
Approximately 2.4 Acres Real Property at 23291 Zuni Road, Apple Valley, CA 92308 Transmitter and Tower Site -- Buyer to Verify			

FM TRANSLATOR

1	BW	TX300 V2	300 Watt FM Transmitter
1	Kathrein-Scala	CA2-FM/CP	1 Bay Circular Antenna

SCHEDULE 1.1(c)

Station Contracts

Agreement for Tower Space Rental – Quartzsite Mountain, commenced on August 16, 2017, by and between Sunbelt Television, Inc., as tower owner, and Major Market Stations, Inc., as tenant for a tower located on Quartzsite Mountain, Victorville, CA (34° 36' 34" N, 117° 17' 11" W) with an approximately 10' aperture at the 100' level for a single bay FM translator antenna and two 15" parabolic antennae, along with space in the transmitter building for a single equipment rack. Sunbelt Television, Inc.'s obligations under the Agreement are serviced by its affiliate entity, Multicultural Radio Broadcasting, Inc.

SCHEDULE 1.1 (d)

Intangible Property

Call sign: KWRN

Trademark(s):

Trade Name(s):

Service Mark(s):

Website/Internet Domain Name:

Programs and Programming Materials:

Jingles:

Logo(s):

Slogan(s):

Other Intangible Property:

SCHEDULE 1.1(e)

Real Property

Legal description:

The North half of the Northeast quarter of the Northeast quarter of the Southeast quarter of Section 11, Township 5 North, Range 3 West, S.B.B.M, in the City of Apple Valley, County of San Bernardino, State of California, in the Office of the County Recorder of said County.

Except therefrom the East 340 feet.

Approximately 2.40 Acres

Address: 23291 Zuni Road
Apple Valley, CA 92307

APN: 0437-052-57-000

SCHEDULE 1.2

Additional Excluded Assets

None.

SCHEDULE 1.7

Allocation of the Purchase Price

Tangible Personal Property:	\$40,000
Intangible Property/Goodwill:	\$130,000
Real Estate:	<u>\$10,000</u>
Total:	\$180,000

SCHEDULE 3.3

Exceptions to No Conflicts Representations

None.

SCHEDULE 3.8

Exceptions to Environmental Representations

None.

SCHEDULE 3.10

Exceptions to Employee Representations

None.

SCHEDULE 3.12

Exceptions to Compliance with Laws Representations

None.

SCHEDULE 3.13

Exceptions to Litigation Representations

None.

SCHEDULE 3.14

Exceptions to No Finder Representation (Seller)

Jorgenson Broadcast Brokerage, Inc.

SCHEDULE 4.6

Exceptions to No Finder Representation (Buyer)

None.