

ASSET DONATION AGREEMENT

This Asset Donation Agreement (the "Agreement") is made as of the 1st day of January, 2016, by and between JVC Media, LLC, a New York limited liability company ("Donor"), and Hudson Valley Public Radio, Inc., a New York not-for-profit corporation ("Donee").

Recitals

- A. Donor is the holder of a construction permit for FM translator station W250BX, Redwood, NY (Facility ID No. 139344) (the "Station") pursuant to authorization issued by the Federal Communications Commission ("FCC"); and
- B. Donee has been designated by the Internal Revenue Service as a Section 501(c)(3) non-profit entity under the Internal Revenues Code (the "Code") and owns and operates noncommercial radio station WJZZ(FM), licensed to Montgomery, NY; and
- C. Pursuant to the terms and subject to the conditions set forth in this Agreement, Donor desires to donate to Donee and Donee desires to acquire from Donor, the Station and certain tangible and intangible assets and properties used in connection with the operation of the Station (collectively, the "Station Assets").

Agreement

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. Included Station Assets. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date (as hereafter defined), Donor shall donate, assign, convey, transfer and deliver to Donee, and Donee shall assume from Donor, all right, title and interest of the Donor in the Station Assets, free and clear of any and all liens, claims, charges, security interests, encumbrances or other restrictions or limitations of any nature whatsoever ("Liens") except liens for taxes not yet due and payable, including without limitation the following:

(a) All licenses, permits and authorizations which are issued to Donor by the FCC with respect to the Station (the "FCC Licenses") set forth on **Schedule 1(a)** hereto;

(b) The transmitter, antennas, and other equipment owned by Donor, if any, and used in connection with the Station, as set forth on **Schedule 1(b)** hereto; and

(c) All of Donor's goodwill in, and going concern value of, the Station, if any.

2. Liabilities. The Station Assets shall be conveyed to Donee free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements and other liens, or other liabilities.

3. **Closing.** The consummation of the transactions contemplated by this Agreement (the “Closing”) shall take place within ten (10) business days after FCC consent to the grant of the assignment application (the “FCC Consent”), or at some other time and place as mutually agreed upon by Donee and Donor (the “Closing Date”).

4. **Additional Agreements.**

(a) **Control of the Station.** Prior to the Closing, Donee shall not, directly or indirectly, control, supervise or direct, or attempt to control, supervise or direct, the operations of the Station. Such operations, including control and supervision of all of the Station’s employees and policies, shall be the responsibility of Donor.

(b) **Operation of the Business.** Between the date of this Agreement until the Closing or the termination of this Agreement pursuant to Section 9, except as permitted by this Agreement or with the prior written consent of Donee, Donor shall comply in all material respects with FCC rules and regulations and with all other applicable laws, regulations, rules and orders with respect to the Station’s operations and equipment.

(c) **FCC Matters.**

(i) **Assignment Application.** Within five (5) business days after the date hereof, Donee and Donor shall prepare, file and prosecute an application to obtain the consent of the FCC to the assignment of the FCC Licenses to Donee (the “Assignment Application”). Each of Donee and Donor shall use commercially reasonable efforts to take or cause to be taken all actions necessary or appropriate to be taken by such party to permit the FCC to issue the FCC Consent in a timely manner, shall cooperate with each other in the preparation, filing and prosecution of the Assignment Application and agree to furnish all information required by the FCC in connection with the Assignment Application.

(ii) **Modification Application.** Upon execution of this Agreement, Donor and Donee shall work together so that Donee may file a minor modification application on FCC Form 349 (the “Modification Application”), to be prepared and filed at Donee’s expense, to modify the facility, if Donee finds it necessary.

(d) **Risk of Loss.** The risk of loss of any of the Station Assets prior to the Closing shall be upon Donor, and Donee shall bear the risk of loss thereafter.

5. **Representations and Warranties of Donor.** As of the date hereof and as of the Closing, Donor represents and warrants to Donee as follows:

(a) **Organization; Power and Authority.** Donor is duly organized, validly existing and in good standing under the laws of the State of New York. Donor has all necessary power and authority to own Station Assets, and to conduct the business of the Station as an FCC licensee, and to make, execute, deliver, and perform this Agreement and the other documents and instruments contemplated hereby.

(b) Execution, Delivery and Validity. The execution, delivery and performance of this Agreement by Donor have been duly authorized by all requisite corporate action. This Agreement and all other agreements contemplated hereby are or, upon the execution and delivery thereof will be, the valid and binding obligations of Donor, enforceable in accordance with their terms.

(c) Litigation and Other Claims. Except as set forth on **Schedule 2(a)**, there are no actions, suits, claims, orders, audits, investigations, inquires or proceedings (judicial, administrative or otherwise) pending or, to the knowledge of Donor, threatened against Donor or affecting the Station or the Station Assets, whether at law or in equity and whether civil or criminal in nature, or before or by any court, arbitration panel, governmental department, commission, board, bureau, agency or instrumentality.

(d) Compliance with Laws. Except as set forth in **Schedule 2(b)**, to the knowledge of Donor, Donor is and at all times prior hereto has maintained the Station Assets in compliance in all material respects with all applicable statutes, laws, ordinances, rules, regulations and orders of governments and governmental bodies applicable to them, and Donor has not received any notice from any party asserting non-compliance.

(e) FCC Matters. **Schedule 3(a)** attached hereto sets forth the FCC Licenses held by Donor with respect to the Station. Except as set forth in **Schedule 3(b)**, to the knowledge of Donor, the FCC Licenses are in full force and effect. Except as set forth on Schedule 2(a) hereto, no application, action or proceeding is pending or, to the knowledge of Donor, threatened against Donor or the Station that may result in (i) the revocation, material modification, non-renewal or suspension of the FCC Licenses, (ii) the issuance of a cease-and-desist order, or (iii) the imposition of any administrative or judicial sanction with respect to the Station. Except as set forth on Schedule 2(a), Donor has no knowledge of any facts, conditions or events relating to the Station that would reasonably be expected to cause the FCC to deny the assignment of the FCC Licenses as provided for in this Agreement. Donor has filed with the FCC all reports, forms and statements required by the FCC to be filed by Donor related to the Station. The construction permit for the Station expires on January 15, 2017.

(f) Broker. There are no brokers involved in this transaction.

6. Representations and Warranties of Donee. As of the date hereof and as of the Closing, Donee represents and warrants to Donor as follows:

(a) Organization; Power and Authority. Donee is duly organized, validly existing and in good standing under the laws of New York and is duly qualified to do business and is in good standing under the laws of New York. Donee has all necessary power and

authority to own all of its properties and assets, to conduct its business, and to make, execute, deliver, and perform this Agreement and the other documents and instruments contemplated hereby.

(b) Execution, Delivery and Validity. The execution, delivery and performance of this Agreement by Donee have been duly authorized by all requisite corporate action. This Agreement and all other agreements contemplated hereby are or, upon the execution and delivery thereof will be, the valid and binding obligations of Donee, enforceable in accordance with their terms.

(c) Donee's Qualifications. Donee is legally, financially and otherwise qualified to become the licensee of the Station, and Donee knows of no reason why the FCC would not approve its acquisition of Station and the FCC licenses. Donee has been designated by the Internal Revenue Service as a Section 501(c)(3) non-profit entity under the Code.

7. Conditions to Closing.

a) Conditions Precedent to Donee's Obligations. The obligation of Donee to consummate the transaction contemplated hereby is subject to the fulfillment prior to or at the Closing Date of each of the following conditions (unless waived in writing by Donee):

- i) The FCC Consent shall have been obtained;
- ii) The representations and warranties of Donor contained in this Agreement shall be true and correct in all material respects as of the Closing Date, except for changes permitted or contemplated by this Agreement;
- iii) Donor shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to and at the Closing Date; and
- iv) No proceedings shall be pending or threatened that may result in the revocation, cancellation, suspension or modification of any FCC Licenses (except with regard to possible modifications requested by Donee pursuant to Section 4(c) (ii) above).

b) Conditions Precedent to Donor's Obligations. The obligation of Donor to consummate the transactions contemplated hereby is subject to the fulfillment prior to and at the Closing Date of each of the following conditions (unless waived in writing by Donor):

- i) The FCC Consent shall have been obtained;
- ii) The representations and warranties of Donee contained in this Agreement shall be true and correct in all material respects as of the Closing Date, except for changes permitted or contemplated by this Agreement;

iii) Donee shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by prior to and at the Closing Date; and

iv) Donee shall deliver a letter acceptable to Donor acknowledging that the donation is a charitable contribution and that Donor has not received any consideration in exchange for its donation (the "Donation Letter").

8. Documents to be Delivered at Closing.

(a) Donor Documents. At Closing, Donor shall deliver to Donee: (i) a Bill of Asset Donation of all assets set forth on Schedule 1(b) hereto, if any; (ii) an Assignment and Assumption of FCC Licenses; and (iii) an Assignment and Assumption of other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer and assign the Station Assets to Donee, free and clear of liens.

(b) Donee Documents. At Closing, Donee shall deliver to Donor: (i) an Assignment and Assumption of FCC Licenses, and (ii) the Donation Letter.

9. Survival; Termination; Indemnification.

(a) Survival. The respective representatives and warranties of each of the parties to this agreement shall expire upon the Closing, except with respect to those representations and warranties set forth in Sections 5(a), 5(b), 6(a), 6(b) and 6(c), which shall survive the Closing for a period of five (5) years.

(b) Termination. Either party may terminate this Agreement if the Closing has not occurred within 180 days following the date of this Agreement, provided that the party seeking termination shall not be in default or breach of any of its material obligations under this Agreement. Termination of this Agreement shall not relieve any party of any liability it would otherwise have for a breach or default under this Agreement.

(c) Indemnification. Neither party shall be entitled to indemnification pursuant to this Agreement.

10. General Provisions.

(a) Expenses. Except as otherwise specifically provided in this Agreement, each party to this Agreement shall bear its own expenses, including the fees of any attorneys, accountants or others engaged by such party in connection with this Agreement and the transactions contemplated hereby.

(b) Governing Law. Except to the extent preempted by federal law, this Agreement and all documents delivered or to be delivered in accordance with this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to principles of conflicts of law.

(c) Assignment; Binding Effect. No party to this Agreement may assign this Agreement or such party's rights, duties and obligations hereunder without the prior written consent of the other parties hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their legal representatives, successors and assigns. In the event that within five (5) years after the Closing the Donee decides by a formal vote of its Board that it will not be reasonably able to maintain on-air operation of the Station, or by operation of state law or for any other reason it cannot own and operate the Station, then in that event, Donee will provide written notice to Donor of such a decision, and subject to FCC approval, will sell and assign the Station's assets, including its FCC Licenses to another non-profit corporation or other entity which is qualified as a Section 501(c)(3) entity under the Code. The choice of the entity will be made by the Board, and the Donee will follow the requisite procedures dictated by the Donee's regulations, and the laws of the State of New York. Any entity chosen will be one which qualifies as a Section 501(c)(3) entity under the Code; or (ii) in the event the Donee is unable, after good faith efforts, to find a qualified and willing Section 501(c)(3) entity, then in that event, to any other purchaser either through a bidding process (or auction) dictated by state law, or through use of the services of a nationally recognized media brokerage firm. The provisions of this Section 10(c) shall survive the Closing for a period of five (5) years.

(d) Entire Agreement; Amendment. This Agreement, including the Schedules, sets forth the entire understanding of the parties. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligations, claim or cause of action arising under this Agreement shall be valid or binding for any purpose unless in writing and duly executed by the party against whom the same is sought to be asserted.

(e) No Waiver. The failure of any party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provision or of the right of the party to enforce such provision. The waiver of any default or the failure to exercise any right shall not be deemed a waiver of any subsequent default or waiver of the right to exercise any other right.

(f) Notices. All notices and other communications must be in writing and shall be deemed given if delivered personally or by overnight courier, or transmitted by facsimile or mailed by registered or certified mail, postage pre-paid, return receipt requested, to the persons at the addresses set forth below (or such other address for a party as shall be specified by like notice). Notice given personally or by overnight courier service, or transmitted by facsimile (receipt confirmed by telephone), shall be deemed delivered when received by the addressee. Notice given by mail shall be deemed delivered on the third (3rd) business day following the date on which it is so mailed. For purposes of notice, the addresses of the parties shall be:

If to Donor:

John Caracciolo
CEO
JVC Media, LLC
3075 Veterans Memorial Highway
Suite 201
Ronkonkoma, NY 11779
Telephone: 631-648-2500

With a copy to:

Francisco R. Montero, Esq.
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street
Suite 1100
Arlington, VA 22209
Telephone: 703-812-0400

If to the Donee:

Charles Williamson
President
Hudson Valley Public Radio, Inc.
PO Box 920
15 Neversink Drive
Port Jervis, NY 12771
Telephone: 845-858-9100

With a copy to:

David G. O'Neil, Esq.
Rini Coran, PC
1140 19th Street, NW
Suite 600
Washington, DC 20036
Telephone: 202-955-3931

(g) Counterparts; Facsimiles. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. The signature page to this agreement and all other documents required to be executed at Closing may be delivered by facsimile or other electronic transmission and the signatures thereon shall be deemed effective upon receipt by the intended receiving party.

(h) Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of legislative or administrative action, such holding or action shall be strictly construed and shall not affect the validity or affect any other provision of this Agreement.

(i) Further Assurances. At any time after the Closing Date, if any further action is necessary, proper or advisable to carry out the purposes of this Agreement, then, as soon as is reasonably practicable, each party to this Agreement shall take, or cause to be taken, such action.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed by their duly authorized officers, effective as of the day and year first above written.

DONOR:

JVC Media, LLC

By: _____
John Caracciolo
CEO

DONEE:

Hudson Valley Public Radio, Inc.

By: _____
Charles Williamson
President

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed by their duly authorized officers, effective as of the day and year first above written.

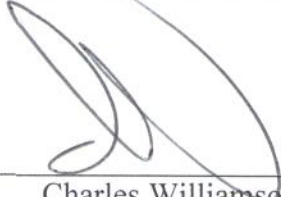
DONOR:

JVC Media, LLC

By: _____
John Caracciolo
CEO

DONEE:

Hudson Valley Public Radio, Inc.

By: _____

Charles Williamson
President

Schedule 1 (a)

FCC Licenses

CURRENT FCC LICENSES AND AUTHORIZATIONS

FM Translator Station W250BX, Redwood, NY

Facility ID Number: 139344

Licensee: JVC Media, LLC

Type of Authorization	FCC File Number	Grant Date	Current Expiration Date
Construction Permit	BNPFT-20130822AEQ	01/15/2014	01/15/2017

Schedule 1 (b)

Equipment Owned by Donor and Used in Connection with the Station

None

Schedule 2 (a)

List of Litigation and Other Claims

NONE

Schedule 2 (b)

List of Exceptions to Compliance with Laws

NONE WHATSOEVER

Schedule 3 (a)

List of Licenses and Permits and Authorizations

W250BX FM Translator Construction Permit

NONE OTHER WHATSOEVER

Schedule 3 (b)

List of Licenses and Permits Exceptions

NONE WHATSOEVER