

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of this 6<sup>th</sup> day of April, 2012, between Danbury Community Radio, Inc. ("Seller") and Red Wolf Broadcasting Corporation ("Buyer").

### Recitals

A. Seller holds a license (the "License") for the following FM translator station (the "Station") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"):

W285DE, Bridgeport, Connecticut, (FCC Facility ID #15398)

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: SALE AND PURCHASE

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

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

(b) Seller's rights in and to all the files, documents, records, and books (or copies thereof) relating to the Station, including any technical information and engineering data, and logs.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following (collectively, the "Excluded Assets"): Seller's cash and cash equivalents; the Station's accounts receivable existing at Closing; all contracts of insurance, all coverages and proceeds thereunder and all rights in

connection therewith; Seller's corporate name, charter documents, books and records relating to the organization, existence or ownership of Seller, and all records not relating to the operation of the Station; all contracts, leases and agreements; and technical equipment used in connection with the operation of Seller's Station WFAA and other translators or not needed by Buyer for operation at a new site to which Buyer plans to move the Station are also Excluded Assets.

1.3 Retained Liabilities. The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens"). Buyer does not assume and will not be deemed by execution and delivery of this Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed any liabilities, obligations or commitments of Seller of any kind, whether or not disclosed to Buyer (the "Retained Liabilities").

1.4 Purchase Price. The purchase price to be paid for the Station Assets shall be the sum of Seventy-Five Thousand Dollars (\$75,000) (the "Purchase Price"). The Purchase Price shall be paid at Closing in cash in immediately available funds pursuant to the written instructions of Seller to be delivered by Seller to Buyer at least three (3) business days prior to Closing.

1.5 Legal Fees. At Closing, Buyer shall reimburse Seller for its reasonable and documented legal fees incurred in the preparation and negotiation of this Agreement, the preparation and prosecution of the FCC Application (defined below), and closing of the transaction contemplated herein, in an amount not to exceed Five Thousand Dollars (\$5,000) (the "Reimbursement Amount").

1.6 Closing. The consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the "Closing") shall take place not later than ten (10) business days after the date that the FCC Consent (defined below) is initially granted, or (at Buyer's option), five (5) business days after the FCC Consent becomes Final (defined below), in any case subject to the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Articles 6 or 7 below (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing). The date on which the Closing is to occur is referred to herein as the "Closing Date." The term "Final" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

1.7 FCC Consent. Within five (5) business days after the date when Buyer delivers to Seller its completed section of an application (the "FCC Application") requesting FCC consent to the assignment of the FCC Licenses from Seller to Buyer (the "FCC Application"), Seller shall file the FCC Application. Seller and Buyer shall

diligently prosecute the FCC Application. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall furnish all information required by the FCC, provided, however, that neither party shall be required to participate in a trial-type hearing or a judicial appeal from denial or dismissal of the FCC Application. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

1.8 Seller Programming. On the Closing Date, Buyer and Seller shall enter into a local programming agreement in substantially the form attached hereto as Exhibit A (the "LMA"), which shall provide, subject to the terms and conditions set forth therein, that Buyer will be permitted and obligated to rebroadcast Seller's programming originating at Station WFAR(FM) on a digital subchannel of Buyer's radio broadcast station WMRQ-FM, Waterbury, Connecticut. If and when Buyer elects to convert the Station to digital operation, Buyer will rebroadcast Seller's programming on the HD2 digital stream of the Station pursuant to the terms of the LMA.

1.9 HD Radios. Within thirty (30) days after Closing, Buyer will provide Seller with fifty (50) HD radios at a cost to Buyer not to exceed sixty dollars (\$60) per radio.

## ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as follows:

2.1 Organization. Seller is a nonprofit corporation, duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and, unless incorporated in Connecticut, is also qualified to do business in the State of Connecticut. Seller has the requisite power and authority to own and operate the Station and to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

2.2 Authorization. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto has been duly authorized and approved by all necessary action of Seller (the "Seller Authorization") and does not require any further authorization or consent of Seller. This Agreement and the documents to be made pursuant hereto are legal, valid and binding agreements of Seller enforceable in accordance with their respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3 No Conflicts. The execution, delivery and performance by Seller of this Agreement and the documents to be made pursuant hereto does not conflict with any

organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent.

2.4 FCC Licenses. Seller holds the FCC Licenses listed and described on *Schedule 1.1(a)*, which expire on the dates set forth on *Schedule 1.1(a)*. Such FCC Licenses constitute all of the authorizations required under the Communications Act of 1934, as amended (the “Communications Act”), or the rules, regulations and policies of the FCC for the present operation of the Station. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending or, to Seller’s knowledge, threatened any action by or before the FCC to revoke, suspend, cancel, rescind or modify any of the FCC Licenses (other than proceedings relating to FCC rules of general applicability), and there is no order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint pending or, to Seller’s knowledge, threatened against Seller or the Station by or before the FCC. Seller and the Station is in compliance in all material respects with the FCC Licenses, the Communications Act, and the rules, regulations and policies of the FCC. All reports and filings required to be filed with the FCC by Seller with respect to the Station have been timely filed. All such reports and filings are accurate and complete in all material respects. Seller represents that the Station is exempt from FCC filing and regulatory fees because of its noncommercial educational status.

2.5 Taxes. Seller has filed any required 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 in connection with the Station’s business, and has paid any taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

2.6 Compliance with Law. Seller has good and marketable title to the Station Assets, free and clear of Liens. Seller has complied in all material respects with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the Station or the Station Assets. There is no action, suit or proceeding pending or, to Seller’s knowledge, threatened against Seller in respect of the Station or the Station Assets. To Seller’s knowledge, there are no claims or investigations pending or threatened against Seller in respect of the Station or the Station Assets.

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

### ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows:

3.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in the State of Connecticut. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

3.2 Authority. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto has been duly authorized and approved by all necessary action of Buyer (the “Buyer Authorization”) and does not require any further authorization or consent of Buyer. This Agreement and the documents to be made pursuant hereto are legal, valid and binding agreements of Buyer enforceable in accordance with their respective 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. The execution, delivery and performance by Buyer of this Agreement and the documents to be made pursuant hereto does not conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent.

3.4 Qualification. To Buyer’s knowledge, Buyer is qualified to hold the FCC Licenses under the Communications Act and the rules, regulations and policies of the FCC as they exist on the date of this Agreement.

3.5 No Finder. 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.

#### ARTICLE 4: SELLER COVENANTS

4.1 Covenants. From the date hereof until Closing, Seller shall:

(a) operate the Station in the ordinary course of business, maintain the License and any other FCC Licenses in full force and effect, not modify the License (except as provided for in Section 5.4 hereof), and operate the Station in all material respects accordance with the terms of the FCC Licenses and in material compliance with the Communications Act, FCC rules, regulations and policies, and all other applicable laws, rules and regulations;

(b) at the request of Buyer, from time to time, upon at least two (2) business days’ notice to David A. Abrantes, give Buyer access during normal business hours to all of the Station’s facilities, properties, accounts, books, title papers, insurance policies, licenses, agreements, contracts, commitments, records and files, equipment, and all other Station Assets, and provide Buyer all other information concerning the Station

as Buyer may reasonably request; any investigation or examination by Buyer shall not in any way diminish any representations or warranties of Seller made in this Agreement; and

(c) not, without the prior written consent of Buyer: (i) sell, lease, or otherwise dispose of the License or any other FCC Licenses; or (ii) enter into any contract, lease or agreement with respect to the Station except for agreements entered into in the ordinary course of business that will be paid and performed in full before Closing.

#### ARTICLE 5: JOINT COVENANTS

5.1 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except on a confidential basis to the parties' attorneys, accountants, investment bankers, investors and lenders, and their respective attorneys for the purpose of consummating the transaction contemplated by this Agreement.

5.2 Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and the parties shall cooperate to make a mutually agreeable announcement. No advance notice shall be required for the public filing of the FCC Application or the required publication of newspaper notice concerning the FCC Application.

5.3 Control. Consistent with FCC rules, control, supervision and direction of the operation of the Station prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses and shall be the sole responsibility of Buyer after the Closing.

5.4 Construction Permit. After submitting the FCC Application, but prior to Closing, Seller hereby consents to Buyer, at its sole option, filing a construction permit application (the "Construction Permit Application") to, among other things, change the Station's site and to cite this Agreement as constituting Seller's consent pursuant to Section 73.3517 of the FCC's Rules. Should additional documentation of Seller's consent be requested by the FCC, then after receiving two (2) business days written notice from Buyer, Seller shall provide Buyer with a customary consent statement that provides Buyer with consent to file the Construction Permit Application.

#### ARTICLE 6: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing is subject to satisfaction of the following conditions at or prior to Closing:

6.1 Bringdown. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of Closing, Buyer shall

have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Seller shall have received a certificate dated as of Closing from Buyer (executed by an authorized officer) to the effect that the conditions set forth in this Section have been satisfied (the “Buyer Bringdown Certificate”).

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

6.3 FCC Consent. The FCC Consent shall have been granted.

6.4 Deliveries. Buyer shall have made the deliveries to be made by it at Closing under this Agreement.

#### ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing is subject to satisfaction of the following conditions at or prior to the Closing:

7.1 Bringdown. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of Closing, Seller shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Buyer shall have received a certificate dated as of Closing from Seller (executed by an authorized officer) to the effect that the conditions set forth in this Section have been satisfied (the “Seller Bringdown Certificate”).

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 granted and, at Buyer’s option, shall have become Final.

7.4 Deliveries. Seller shall have made the deliveries to be made by it at Closing under this Agreement.

#### ARTICLE 8: CLOSING DELIVERIES

8.1 Seller Deliveries. At Closing, Seller shall deliver or cause to be delivered to Buyer: (i) a certified copy of the Seller Authorization; (ii) the Seller Bringdown Certificate; (iii) an Assignment of FCC Licenses assigning the FCC Licenses to Buyer; (iv) a bill of sale conveying all Station Assets to Buyer; (v) the LMA; (v) a good standing certificate issued by Seller’s jurisdiction of incorporation; and (vi) any other documents and instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets to Buyer, free and clear of Liens.

8.2 Buyer Deliveries. At the Closing, Buyer shall deliver to Seller: (i) the Purchase Price in accordance with the terms of this Agreement; (ii) a certified copy of the Buyer Authorization; (iii) the Buyer Bringdown Certificate; (iv) the LMA; (v) the Reimbursement Amount; (vi) a good standing certificate issued by Buyer's jurisdiction of incorporation.

## ARTICLE 9: SURVIVAL AND INDEMNIFICATION

9.1 Survival. The representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date whereupon they shall expire and be of no further force or effect, except that if within such applicable period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the earlier of resolution of such claim or expiration of the applicable statute of limitations. The covenants and agreements in this Agreement shall survive Closing until performed.

### 9.2 Indemnification.

(a) 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 or default by Seller under this Agreement; (ii) the Retained Liabilities; or (iii) without limiting the foregoing, the business or operation of the Station prior to Closing (including any third party claim arising from such operations).

(b) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from: (i) any breach or default by Buyer under this Agreement; or (ii) the business or operation of the Station after Closing (including any third party claim arising from such operations).

### 9.3 Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by a third party 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 reasonably satisfactory to the parties. 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.

(c) Notwithstanding anything herein to the contrary:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of any Claim, and shall have the right to consult with the indemnifying party and its counsel concerning any Claim, and the indemnifying party and the indemnified party shall cooperate in good faith with respect to any Claim; provided, however, that the indemnifying party shall pay the cost of separate legal counsel needed by the indemnified party if conflict of interest principles preclude common representation of the parties; and

(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 a release of the indemnified party from all liability in respect of such Claim and require no payment by the indemnified party.

#### ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. 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: (i) does not perform the obligations to be performed by it under this Agreement on the Closing Date; or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period (defined below);

(c) by written notice of Seller to Buyer if Buyer: (i) does not perform the obligations to be performed by it under this Agreement on the Closing Date; or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period;

(d) by written notice of Buyer to Seller, or by Seller to Buyer, if the FCC denies or dismisses the FCC Application, and such action has become Final; or

(e) by written notice of Buyer to Seller, or by Seller to Buyer, if the Closing does not occur by the date eighteen (18) months after the date of this Agreement.

The term "Cure Period" as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) fifteen (15) calendar days thereafter or (ii) the Closing Date. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding

anything contained herein to the contrary, Sections 5.1 (Confidentiality), 5.2 (Announcements) and 11.1 (Expenses) shall survive any termination of this Agreement.

10.2 Specific Performance. In the event of a breach or threatened breach by Seller of any representation, warranty, covenant or agreement under this Agreement, at Buyer's election, in addition to any other remedy available to it, Buyer shall be entitled to an injunction restraining any such breach or threatened breach and to enforcement of this Agreement by a decree of specific performance requiring Seller to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

10.3 Seller's Remedy. In the event that Buyer fails to perform its obligations under this Agreement, Seller's sole remedy shall be a claim for the full amount of the Purchase Price, without the necessity of showing economic loss or other economic damage.

#### ARTICLE 11: MISCELLANEOUS.

11.1 Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except (i) that Buyer shall pay the FCC filing fee with respect to the request for FCC Consent, and (ii) for the Reimbursement Amount.

11.2 Further Assurances. After Closing, each party hereto shall execute all such instruments and take all such actions as any other party may reasonably request, without payment of further consideration, to effectuate the transactions contemplated by this Agreement, including without limitation the execution and delivery of confirmatory and other transfer documents in addition to those to be delivered at Closing.

11.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, and permitted assigns. Seller may not assign any of its rights or delegate any of its obligations hereunder, and any such attempted assignment or delegation without such consent shall be void. Buyer may assign to a commonly controlled entity its right to acquire the Station Assets (in whole or in part) without Seller's consent, but any such assignment shall not relieve Buyer of any obligations under this Agreement.

11.4 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third (3<sup>rd</sup>) business day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller, then to:

Danbury Community Radio, Inc.  
25 Chestnut Street

Danbury, CT 06810  
Attention: David Abrantes  
Facsimile: 203-746-4262

with a copy (which shall not constitute notice) to:

Fletcher Heald & Hildreth, PLC  
1300 North 17<sup>th</sup> St., 11<sup>th</sup> Floor  
Arlington, VA 22209  
Attention: Peter Tannenwald  
Facsimile: 703-812-0486

if to Buyer, then to:

Red Wolf Broadcasting Corporation  
756 Colonel Ledyard Highway  
Ledyard, CT 06339  
Attention: John J. Fuller  
Facsimile: 860-464-8143

with a copy (which shall not constitute notice) to:

Edinger Associates PLLC  
1875 I Street, NW  
Suite 500  
Washington, DC 20006  
Attention: Scott Woodworth  
Facsimile: (202) 747-1691

11.5 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

11.6 Miscellaneous. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. 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 respective successors and permitted assigns. The construction and performance of this Agreement shall be governed by federal communications law and otherwise by the laws of the State of Connecticut without giving effect to the choice of law provisions thereof. The captions or headings in this Agreement are only for the convenience of the parties and shall not affect the meaning of any substantive provision. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement.

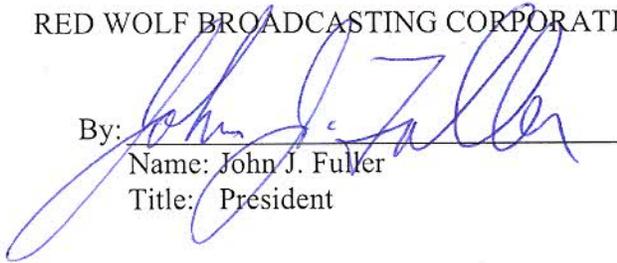
[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER:

RED WOLF BROADCASTING CORPORATION

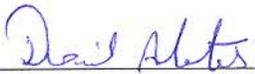
By: 

Name: John J. Fuller

Title: President

SELLER:

DANBURY COMMUNITY RADIO, INC.

By: 

Name: David A. Abrantes

Title: President

**Schedule 1.1(a)**  
**FCC Licenses**

Station: W285DE, Bridgeport, Connecticut (FCC Facility ID #15398)

FCC File No. BLFT-19930514TC, renewed by BRFT-20061013ADU

Expiration Date: 04/01/2014

**Exhibit A**  
**Local Programming Agreement**

See attached

## LOCAL PROGRAMMING AGREEMENT

THIS LOCAL PROGRAMMING AGREEMENT (this “Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 2012, by and between Red Wolf Broadcasting Corporation (“Licensee”) and Danbury Community Radio, Inc. (“Programmer”).

### Recitals

A. Licensee owns and operates the following radio station (the “Station”) pursuant to licenses issued by the Federal Communications Commission (“FCC”):

WMRQ-FM, Waterbury, Connecticut (FCC Facility ID #74279)

B. In addition to its primary analog and primary digital program stream, the Station has the ability to broadcast programming on digital subchannels, including HD-2, HD-3, and HD-4 (each a “Digital Subchannel”).

C. Programmer has available and is producing radio programming that it desires to have rebroadcast on one Digital Subchannel of the Station.

### Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Agreement Term. The term of this Agreement will begin on the date hereof (the “Commencement Date”), and will continue until the date five (5) years after the Commencement Date (the “Term”), unless earlier terminated pursuant to Section 8 hereof.

2. Programming

2.1 Rebroadcast of Programming. Subject to the terms and conditions of this Agreement, during the Term, Programmer shall transmit to Licensee the programming of Station WFAR(FM), Danbury, Connecticut (“WFAR”) for rebroadcast on a Digital Subchannel of the Station, twenty-four (24) hours per day, seven (7) days per week. The signal of WFAR will be received over-the-air for rebroadcast by the Station. If over-the-air reception is not feasible or reliable, Programmer will deliver the programming of WFAR to the Station’s transmitting facilities via an alternative mode of transmission (*e.g.*, satellite facilities, microwave facilities, the Internet, and/or telephone lines) that will ensure that the rebroadcast of the programming of WFAR on a Digital Subchannel meets technical and legal requirements of the FCC. Equipment at the Station to receive the WFAR programming will be provided by and at the expense of Licensee. Equipment at WFAR, as well as the transmission cost of any alternative delivery system, will be provided by and at the expense of Programmer.

2.2 Digital Subchannels. Licensee will rebroadcast the WFAR programming on the HD3 stream of the Station with no less than 16 kb/s allocated to that stream.

2.3 Rebroadcast on W285DE. Licensee also plans to acquire the license of FM translator Station W285DE, Bridgeport, Connecticut (FCC Facility ID #15398) (“W285DE”), which currently broadcasts an analog signal. If Licensee determines in its sole discretion to convert W285DE to a digital signal, and, the rebroadcast of the programming of WFAR on a Digital Subchannel of W285DE is permissible under the rules, regulations or policies of the FCC and all other applicable laws, then Licensee shall rebroadcast the programming of WFAR on a the HD2 Digital Subchannel of W285DE, with no less than 32 kb/s allocated to that stream, and otherwise on the same terms and conditions as Licensee is rebroadcasting the programming of WFAR on a Digital Subchannel of the Station as set forth in this Agreement.

3. Term Payments. The consideration for the rebroadcast of the programming of WFAR and the other benefits made available to Programmer pursuant to this Agreement, which Buyer and Seller agree is adequate consideration, is included in the consideration for the purchase of W285DE by Buyer from Seller.

4. Operation, Ownership and Control of the Station.

4.1 Notwithstanding anything to the contrary in this Agreement, as long as Licensee remains the licensee of the Station, it will have full authority, power and control over the operation of the Station. Licensee will bear the responsibility for the Station’s compliance with all applicable provisions of the rules and policies of the FCC and all other applicable laws. Without limiting the generality of the foregoing, Licensee will retain control over the policies, programming and operations of the Station. Nothing contained herein shall prevent Licensee from rejecting or refusing programs which Licensee believes to be contrary to the public interest. Licensee reserves the right to refuse to rebroadcast WFAR programming if any such programming contains matter which violates any right of any third party or which constitutes legal defamation. Licensee also reserves the right to refuse to rebroadcast WFAR programming is such programming does not meet the requirements of the rules, regulations, and policies of the FCC. Licensee further reserves the right to preempt any rebroadcast of WFAR in the event of a local, state, or national emergency. Programmer agrees to cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee’s instructions. Licensee reserves the right to delete any announcements that do not comply with the requirements of the FCC’s sponsorship identification policy. Programmer will immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning the programming of WFAR for Licensee review and inclusion in its public inspection file.

4.2 Programmer represents and warrants that the contents of WFAR’s programming shall conform to all FCC rules, regulations and policies.

5. [Intentionally Omitted.]

6. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station. Programmer shall include in the programs it delivers for rebroadcast an announcement at the beginning of each hour of such programs to identify such call letters (“Station WMRQ-FM, Digital Channel XX, Waterbury, Connecticut”, for example), as well as any other announcements required by the rules and regulations of the FCC. Programmer is specifically authorized to use such call letters in the programming of WFAR that it transmits to Licensee.

7. Music Licenses. During the Term, Programmer will obtain and maintain in full force and effect in its own name all music licenses as are necessary for the programming of WFAR.

8. Events of Default; Termination.

8.1 Programmer’s Events of Default. The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (a) Programmer fails to observe or perform any covenants or obligations contained in this Agreement in any material respect; (b) Programmer breaches the representations and warranties made by it under this Agreement in any material respect; or (c) Programmer fails to make timely payments as provided for in Section 3 of this Agreement.

8.2 Cure Period. Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until fifteen (15) days after Licensee has provided Programmer with written notice specifying the Event of Default and such Event of Default remains uncured.

8.3 Termination in the Event of Default. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to Section 8.2, Licensee may terminate this Agreement, effective immediately upon written notice to Programmer.

8.4 Termination for Nonbroadcast. If Programmer fails to deliver a signal to Licensee that is comparable or better in audio quality to the digital bit rate allocated to rebroadcast of WFAR for an aggregate of thirty (30) days in any one (1) year period during the Term, Licensee may terminate this Agreement, effective immediately upon written notice to Programmer.

8.5 Termination in the Event of an Assignment or Transfer. If Programmer assigns or transfers the license of WFAR or otherwise breaches Section 12 of this Agreement, Licensee may terminate this Agreement, effective immediately upon written notice to Programmer.

8.6 Termination for Programming Breach. If Programmer breaches Section 4.2 of this Agreement, Licensee may terminate this Agreement, effective immediately upon written notice to Programmer.

9. Indemnification; Limitation of Liability.

9.1 Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability resulting from the rebroadcast of the programming of WFAR on a Digital Subchannel of the Station, including, without limitation, for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights. The obligations under this Section shall survive any termination of this Agreement until expiration of the applicable statute of limitations.

9.2 Programmer Remedies. In the event of a breach or threatened breach by Licensee of any representation, warranty, covenant or agreement under this Agreement, Programmer shall be entitled, as its sole and exclusive remedy, to seek an injunction restraining any such breach or threatened breach and to enforcement of this Agreement by a decree of specific performance requiring Licensee to fulfill its obligations under this Agreement. Licensee shall not be liable for any monetary damages, including any incidental, indirect, special, exemplary, punitive or consequential damages (including lost profits or lost revenues of Programmer), as a result of, in connection with, or arising out of, this Agreement or the services provided hereunder, regardless of whether such liability arises in tort, contract, breach of warranty, or otherwise. To the extent that federal law may impair the ability of Programmer to enforce specific performance of the right to access to air time on a specific broadcast station, Programmer shall have the right to seek an order compelling Licensee to arrange for alternative equivalent over-the-air distribution of Programmer's programming provided that such programming is consistent with Programmer's obligations under this Agreement.

10. Authority. Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

11. Modification and Waiver; Remedies Cumulative. No modification of any provision of this Agreement will be effective unless in writing and signed by all parties. No failure or delay on the part of Programmer or Licensee in exercising any right or power under this Agreement will operate as a waiver of such right or power, nor will any single or partial exercise of any such right or power or the exercise of any other right or power. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have.

12. Assignability; No Third Party Rights. The rights and obligations under this Agreement may not be assigned by either party, except that Licensee both may and shall assign its rights or obligations to one or more assignees of the FCC licenses for the Station or W285DE. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

13. Construction. This Agreement will be governed by federal communications law and otherwise construed in accordance with the laws of the State of Connecticut without regard to principles of conflicts of laws.

14. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original.

14. Notice. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third (3<sup>rd</sup>) day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Programmer, then to:

Danbury Community Radio, Inc.  
25 Chestnut Street  
Danbury, CT 06810  
Attention: David Abrantes  
Facsimile: 203-746-4262

with a copy (which shall not constitute notice) to:

Fletcher Heald & Hildreth, PLC  
1300 North 17<sup>th</sup> St., 11<sup>th</sup> Floor  
Arlington, VA 22209  
Attention: Peter Tannenwald  
Facsimile: 703-812-0486

if to Licensee, then to:

Red Wolf Broadcasting Corporation  
756 Colonel Ledyard Highway  
Ledyard, CT 06339  
Attention: John J. Fuller  
Facsimile: 860-464-8143

with a copy (which shall not constitute notice) to:

Edinger Associates PLLC  
1875 I Street, NW  
Suite 500  
Washington, DC 20006

Attention: Scott Woodworth  
Facsimile: (202) 747-1691

16. Entire Agreement. This Agreement embodies the entire agreement, and supersedes all prior oral or written understandings, between the parties with respect to the subject matter of this Agreement.

17. Relationship of Parties. Neither the Programmer nor Licensee will be deemed to be the agent, partner, or representative of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

18. Subject to Laws; Partial Invalidation. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal, or unenforceable provision.

19. Headings. The headings of the various provisions of this Agreement are included for convenience only, and no such heading shall in any way affect or alter the meaning of any provision.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL PROGRAMMING AGREEMENT

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

LICENSEE: RED WOLF BROADCASTING CORPORATION

By: \_\_\_\_\_

Name: John J. Fuller

Title: President

PROGRAMMER: DANBURY COMMUNITY RADIO, INC.

By: \_\_\_\_\_

Name:

Title: