

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of August 18, 2016 (the “Effective Date”), by and between Crocodile Broadcasting Corporation, Inc., a Louisiana corporation (“Seller”), and the University of New Orleans, a Louisiana educational institution (“Buyer”).

Recitals

A. Seller holds a license issued by the Federal Communications Commission (the “FCC”) for FM translator station K285FF, Metairie, Louisiana (Fac. Id. 150611; BLFT-20110725ADX) (the “FCC License”) which is currently silent pursuant to temporary authorization BLSTA-20160511AAG) due to a loss of the Station transmitter site (the “Station”).

B. On March 18, 2016, Seller and Buyer entered into a Retransmission and Purchase Option Agreement (the “Option Agreement”) pursuant to which Buyer obtained an option to purchase the Station, to be exercised no later than September 17, 2016.

C. On July 15, 2016, Buyer exercised the option in writing, and in accordance with the terms of the Option Agreement, Seller and Buyer now wish to memorialize the purchase terms.

Subject to the terms and conditions set forth herein, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain assets associated with the Station.

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 STATION

1.1. Sale and Purchase. On the terms and subject to the conditions hereof, at Closing (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 (a) the Station FCC License and other authorizations set forth at *Exhibit 1.1(a)* attached hereto and any other permit or authorizations issued by the FCC prior to the Closing (as defined herein), (b) all books and records associated with the operation of the Station, and the Station call letters (collectively, the “Assets”). The Assets shall be transferred to Buyer free and clear of all liens, claims and encumbrances of any kind (“Liens”).

1.2. Purchase Price. In consideration for the sale of the Assets to Buyer, Buyer shall pay Seller the total sum of Two Hundred Thousand and no/100 Dollars (\$200,000.00) (the “Purchase Price”). The Purchase Price shall be paid as follows:

(a) As of the date of execution of this Agreement, Buyer will transmit the sum of Ten Thousand and no/100 Dollars (\$10,000.00) (the “Deposit”) to the IOLTA (trust) account of

Hardy, Carey, Chautin & Balkin, LLP (the “Escrow Agent”), pursuant to an escrow agreement between Escrow Agent, Seller and Buyer (the “Escrow Agreement”) in the form attached hereto at Exhibit 1.2(a). At Closing, the Deposit shall be disbursed to Seller and applied to the Purchase Price. If this Agreement is terminated by Seller pursuant to Section 9.1(c), then the Deposit shall be disbursed to Seller as liquidated damages. Seller waives all other legal and equitable remedies it may otherwise have as a result of any breach or default by Buyer under this Agreement. If this Agreement is terminated for any other reason, the Deposit shall be disbursed to Buyer. The Escrow Agent will not make any distributions from the Deposit under the foregoing provisions except pursuant to the parties’ joint written instructions.

1.3. Closing. The consummation of the sale and purchase of the Assets (the “Closing”) shall take place on the fifth (5th) business day after the date the FCC Consent becomes Final (both defined below), in any case subject to the satisfaction or waiver of the conditions required to be satisfied or waived pursuant to Articles 5 or 6 below (other than those requiring the taking of action at the Closing). The date on which the Closing is to occur is referred to herein as the “Closing Date.”

1.4 Finality Defined. For purposes of this Agreement, the term “Final” means 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.

1.5. FCC Application. Within three (3) business days of the Effective Date, Buyer and Seller shall file an application with the FCC requesting FCC consent to the assignment of the FCC License from Seller to Buyer (the “FCC Application”). The FCC’s consent to the assignment of the FCC License contemplated hereby without any material adverse conditions other than those of general applicability is referred to herein as the “FCC Consent.” Seller and Buyer shall make commercially reasonable efforts to obtain the FCC Consent. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to such application and shall furnish all information required by the FCC.

1.6 Modification Application. On July 28, 2016, Seller filed an application to modify the FCC License (FCC File No. BPFT-20160728AFM) (the “Modification Application”), to move the Station’s transmitter and antenna to a tower located in Algiers, Louisiana (ASR No. 1020780). Seller and Buyer shall cooperate in prosecuting the Modification Application and Buyer shall reimburse Seller for all costs and fees associated with the preparation, filing and prosecution thereof. Grant of the Modification Application by the FCC shall be a condition of closing hereunder.

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller hereby represents to the best of its knowledge and warrants to Buyer as follows:

2.1. Organization. Seller is duly organized, validly existing and in good standing under the laws of Louisiana. Seller has the requisite power, legal capacity and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be made by Seller pursuant hereto (collectively, the “Seller Ancillary Agreements”) and to consummate the transactions contemplated hereby.

2.2. Authorization. The execution, delivery and performance of this Agreement and the Seller Ancillary Agreements by Seller have been, or will be as of the Closing Date, duly authorized and approved by all necessary action of Seller and do not require any further authorization or consent of Seller. This Agreement is a 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).

2.3. Binding Agreement. This Agreement is, and 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, 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).

2.4. No Conflicts. The execution and delivery by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby do not conflict with any law, judgment, order, or decree to which Seller is subject, or require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

2.5. FCC License. Seller is the holder of the FCC License. The FCC License is in full force and effect until its expiration date and has not been revoked, suspended, canceled, rescinded or terminated, and has not expired. The Station is currently silent, and the one-year anniversary of the Station ceasing operation will be November 11, 2016 (the “Automatic License Forfeiture Date”). If the Closing has not occurred by October 10, 2016, Seller will obtain necessary FCC authority and take actions to restore the Station to on-air operations prior to the Automatic License Forfeiture Date. No action is pending by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify the FCC License other than proceedings to amend FCC rules of general applicability. 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 FCC License by or before the FCC. Seller has not received notice from the FCC or a third party that the Station is or may be causing interference to other facilities, broadcast or otherwise.

2.6. Ownership of Assets. Seller has good and marketable title to the Assets, free and clear of Liens, except for Liens that will be released on or before the Closing Date.

2.7. Compliance with Law. Seller has materially complied 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, except for the failure to timely submit to the FCC within 30 days after November 11, 2015, a request for Special Temporary Authority (“STA”) to permit the Station to remain silent, as noted in the last paragraph of the grant of an STA for the Station by the FCC dated May 19, 2016 (FCC File No. BLSTA-20150511AAG). There is no action, suit or proceeding pending or, to Seller’s knowledge, threatened against Seller in respect of the Station.

2.8. No Broker. 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 hereby represents and warrants to Seller as follows:

3.1. Organization. Buyer is an educational institution organized under the laws of Louisiana. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be made by Buyer pursuant hereto (collectively, the “Buyer Ancillary Agreements”) and to consummate the transactions contemplated hereby.

3.2. 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 a 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).

3.3. Binding Agreement. This Agreement is, and 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, 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).

3.4. No Conflicts. The execution and delivery by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby does not conflict with any organizational documents of Buyer or any law, judgment, order or decree to which Buyer is subject, or require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

3.5. Qualification. Buyer is legally, financially and otherwise qualified to acquire, own and operate the subject Station under the Communications Act and the rules, regulations and policies of the FCC.

3.6. Broker. 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: COVENANTS

Buyer and Seller hereby further covenant and agree as follows:

4.1. 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 the parties' representatives and lenders for the purpose of consummating the transactions contemplated by this Agreement.

4.2. Control. Buyer shall not, directly or indirectly, control the Station prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of the Station prior to Closing shall remain the responsibility of Seller as the holder of the Station.

4.3. Seller Covenants. Between the date hereof and the Closing Date, Seller shall: (i) maintain in effect the FCC License, and take commercially reasonable actions to restore the station to on-air operation as provided in Section 2.5 above, (ii) promptly deliver to Buyer copies of any material reports, applications or written responses to the FCC related to the Station which are filed during such period, and (iii) not modify the FCC License except as may be requested by Buyer in Modification Application.

4.4. Diplex Agreement. Between the date hereof and the Closing Date, Seller and Buyer shall negotiate a mutually acceptable agreement (the "Diplex Agreement") to permit Buyer, after the Closing, to operate the Station in diplex with Seller's FM translator located on the tower specified in the Modification Application. Execution and delivery of the Diplex Agreement at closing shall be a condition to Closing.

ARTICLE 5: 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):

5.1. Closing Deliveries. Buyer shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.2.

5.2. FCC Consent. The FCC Consent shall have been obtained, and no court or governmental order prohibiting Closing shall be in effect.

ARTICLE 6: 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):

6.1. Closing Deliveries. Seller shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.1.

6.2. FCC Consent. The FCC Consent shall have been obtained but, should a petition to deny or other objection have been filed against the FCC Application, the FCC Consent shall have become Final. Additionally, no court or governmental order prohibiting Closing shall be in effect.

6.3. Modification Application Grant. The FCC shall have granted the Modification Application.

ARTICLE 7: CLOSING DELIVERIES

7.1. Seller Documents. At Closing, Seller shall deliver to Buyer (i) an Assignment FCC License and any other FCC authorizations, (ii) a bill of sale transferred the tangible personal property, station call letters and station records, (iii) an executed counterpart of the Escrow Agent instructions provided for in Section 1.2(a), (iv) an executed counterpart of the Diplex Agreement, and (v) any other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer and assign the Assets to Buyer, free and clear of Liens.

7.2. Buyer Documents. At Closing, Buyer shall pay the Purchase Price in accordance with Section 1.2 hereof and deliver to Seller (i) an executed counterpart of the escrow agent instructions provided for in Section 1.2(a), and (ii) and executed counterpart of the Diplex Agreement.

ARTICLE 8: SURVIVAL

The representations and warranties in this Agreement shall survive Closing for a period of one (1) year from the Closing Date whereupon they shall expire and be of no further force or effect.

ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1. Termination and Remedies 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 in any material respect its representations or warranties or defaults in any material respect in the performance of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);

(c) by written notice of Seller to Buyer if Buyer breaches in any material respect its representations or warranties or defaults in any material respect in the performance of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligation to pay the Purchase Price at Closing; and

(d) by either Buyer or Seller, by written notice to the other, if the Closing has not been consummated on or before the date nine (9) months after the date of this Agreement.

9.2. 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.

9.3. 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 assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

9.4. 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.

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

9.6. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered one (1) business day after having been sent by national overnight courier service and addressed as set forth below (or to such other address as any party may request by written notice):

Notices to Seller:

Crocodile Broadcasting Corporation, Inc.
Attn: Ernesto Schweikert, President
3540 S. 1-10 Service Road W
Metairie, LA 70001

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

Franciso R. Montero, Esq.
Fletcher, Heald & Hildreth, PLC
1300 North 17th Street, 11th Floor
Arlington, Virginia 22209

Notices to Buyer:

University of New Orleans
Attn: Paul Maassen
WWNO
2000 Lakeshore Drive

New Orleans, LA 70148

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

Joseph C. Chautin, III, Esq.
Hardy, Carey, Chautin & Balkin, LLP
1080 West Causeway Approach
Mandeville, Louisiana 70471

9.7. Rebroadcast Consent. The retransmission consent of Buyer granted to Seller in the Option Agreement, to rebroadcast station WWNO's HD-2 or HD-3 programming channel on Seller's FM translator K248BB (FCC Facility ID No. 147937) is hereby ratified by Buyer and shall continue in effect during the term of this Agreement and for up to sixty (60) days after the Closing, subject to extension by Seller and Buyer under mutually acceptable terms thereafter.

9.8. 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. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

9.9. 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.

[remainder of page left blank intentionally]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

SELLER: CROCODILE BROADCASTING CORPORATION, INC.

By: 
Alejandro Schweikert, Vice President

BUYER: UNIVERSITY OF NEW ORLEANS

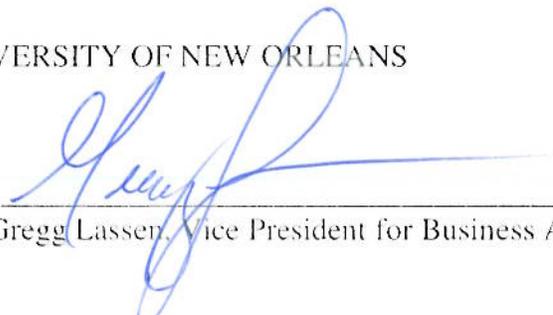
By: 
Gregg Lassen, Vice President for Business Affairs

Exhibit 1.1(a) – FCC Licenses

<i>Call Letters</i>	<i>License File No.</i>	<i>Expiration</i>
K285FF	BLFT-20110725ADX	June 1, 2020
K285FF	BLSTA-20160511AAG	November 15, 2016

Exhibit 1.2(a)
Escrow Agreement