

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (“Agreement”), made and entered into as of this 29th day of July, 2019, by and between **THE JOHN MESTER INCOME FAMILY TRUST** (“Assignor”) and **EGOT MEDIA, LLC**, a Delaware limited liability company (“Assignee”) (Assignor and Assignee are individually a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, Assignor is the licensee of W39EB-D, Facility Id. No. 31642, White Lake, New York (the “Station”) issued by the Federal Communications Commission (the “FCC”); and

WHEREAS, Assignor and 5GTV, a Delaware limited liability company (“5GTV”), have agreed to form a limited liability company to serve as licensee of the Station and as Assignee to hold the assets of the Station; and

WHEREAS, Assignor desires to assign, and Assignee desires to obtain by assignment the assets of the Station on the terms and conditions set forth herein (the “White Lake Transaction”); and

WHEREAS, the assignment of the authorizations used in conjunction with the operation of the Station is subject to the prior approval of the FCC; and

WHEREAS, Assignor is concurrently entering into an agreement to assign the Station Assets for W25DY-D, Facility Id. No. 31646, Monticello, New York to Valor TV, LLC (the “Monticello Transaction”); and

WHEREAS, Assignor is concurrently entering into an agreement to assign the Station Assets for W30AZ-D, Facility Id. No. 31643, Ellenville, New York to Skywalker Media, LLC (the “Ellenville Transaction”) (collectively, the Monticello Transaction, White Lake Transaction and Ellenville Transaction are the “Transactions”); and

WHEREAS, the Parties desire the Transactions close simultaneously on the same date.

NOW, THEREFORE, in consideration of the Recitals set forth above, the terms and conditions of which are incorporated into this Agreement with the same effect as if fully restated below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

SECTION 1 **ASSETS TO BE SOLD**

1.1 On the Closing Date, upon satisfaction of all conditions set forth herein, Assignor shall assign, transfer, convey, set over, and deliver to Assignee, and Assignee shall accept assignment of the following (hereinafter collectively the “Station Assets”), free and clear of any security interests, claims, encumbrances, liens, or liabilities:

1.1.1 **Authorizations**. All licenses, permits, and authorizations issued or granted by the FCC for the operation of, or to be used in connection with the operation of, the Station listed in Schedule 1.1.1 (hereinafter collectively the “Commission Authorizations”).

1.1.2 **Tangible Personal Property**. The current equipment used in conjunction with the Station, a listing of which will be supplied as an amendment to this Agreement.

1.1.3 **Documents**. Copies of all reports and studies and other materials with respect to the channel of operation of the Stations.

SECTION 2 **CONSIDERATION**

2.1 In consideration of Assignor’s performance of this Agreement, Assignor and 5GTV shall each become members of Assignee under the terms of a limited liability company operating agreement (“LLC Agreement”), whereby Assignor shall own 50% of the newly formed LLC, which shall operate the Station and maximize the coverage of the Station.

SECTION 3 **APPLICATION TO AND CONSENT BY FCC**

3.1 **FCC Consent**. Assignee and Assignor each acknowledge that consummation of the purchase and sale provided for herein and the performance of the obligations of Assignor and Assignee under this Agreement is subject to the FCC’s consent to the assignment of the Commission Authorizations from Assignor to Assignee without any conditions materially adverse to Assignee.

3.2 **Application for FCC Consent**.

(a) Within five (5) business days after the execution of this Agreement, Assignor and Assignee agree to jointly file an assignment application with the FCC (FCC Form 345) seeking the FCC’s approval of the assignment of the Commission Authorizations to Assignee (the “Assignment Application”). Each party agrees to timely prepare and file Assignment Application amendments, to respond to oral or written inquiries, and to respond to pleadings whenever such are required by the FCC or its rules or are necessary or useful in obtaining a grant of the application.

(b) Assignee shall be responsible for the expenses incurred for the preparation, filing, and prosecution of the Assignment Application.

(c) Each party agrees to comply with any condition imposed on it by the FCC, except that no party shall be required to comply with a condition that would have a material adverse effect upon it unless the condition was imposed as the result of a circumstances which constitutes a breach by that party of any of its representations, warranties, or covenants in this Agreement.

SECTION 4 **ASSUMPTIONS**

4.1 **Liabilities.** The Station Assets shall be conveyed to Assignee free and clear of all liabilities (absolute or contingent including, but not limited to, liabilities under leases, trade, and barter agreements), obligations, liens (including tax, mechanics' and materialmen's liens), pledges, conditional sales agreements, charges, mortgages, security interests, encumbrances, and restrictions of any type or amount created or suffered by Assignor prior to the Closing Date, whether existing now or in the future.

4.2 **Assignee's Assumed Obligations.** Except as specifically assumed by Assignee in this Agreement, Assignee is not agreeing to, and shall not assume, any liability, obligation, undertaking, expense, or agreement of Assignor of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render Assignee liable for any such liability, obligation, undertaking, expense, or agreement. Following Closing, Assignee shall be obligated and discharge only those obligations with respect to the Station Assets that it has entered into independently of Assignor.

4.3 **Assignor's Liability.** Assignor shall remain liable for, and covenants to pay, satisfy, or discharge when due all liabilities, payments, obligations, and duties under this Agreement or other instruments transferred or assigned to Assignee hereunder, accruing prior to or by reason of events occurring prior to the Closing.

SECTION 5 **REPRESENTATIONS WARRANTIES AND COVENANTS OF ASSIGNOR**

5.1 **Assignor's Best Knowledge.** "To the best of Assignor's knowledge" shall mean the actual knowledge of principals of Assignor involved in the day to day operations of the Station.

5.2 **Standing.**

5.2.1 Assignor is a Trust organized under the laws of the State of New York. Upon acquisition of the assets, Assignor has the full power to own the Station Assets.

5.2.2 Assignor has the full power and authority to enter into this Agreement and to execute all of Assignor's Closing Documents that require Assignor's signature. The execution, delivery, and performance of this Agreement (as of the date of execution of this Agreement and on the Closing Date) and the Assignor's Closing Documents (on the Closing Date) are or will be authorized by all necessary actions of the Assignor.

5.3 **Binding Effect of Agreement.** This Agreement constitutes a valid and binding obligation of Assignor enforceable against Assignor in accordance with the terms of this Agreement. Upon execution, the Assignor's Closing Documents will constitute valid and binding obligations of Assignor enforceable against Assignor in accordance with their terms except as may be limited by laws affecting the enforcement of creditor's rights or equitable principles generally. The execution, delivery, and performance of this Agreement or any of the Closing Documents do not violate any

contract provision or other commitment to which Assignor or the Station is a party or under which he or his property is bound, or any judgment or order of which Assignor has received notice, and will not result in the creation or imposition of any lien, charge, security interest, or encumbrance of any nature whatsoever upon any of the Assets, nor will Assignor's performance hereunder give rise to any claim by any third party against Assignee or the Station Assets.

5.4 **Authorization.** Assignor is the authorized legal holder of the Station Assets and all licenses, permits, and authorizations necessary to allow operation of the Station, none of which are subject to any restrictions or conditions which limit in any respect the operation of the Station as authorized except as stated therein. The Commission Authorizations are validly existing authorizations for the operation of the facilities described therein under the Communications Act of 1934, as amended. To the best of Assignor's knowledge, there is no action or investigation pending or threatened before the FCC or other body to revoke, refuse to renew, suspend, condition, or modify any of the Commission Authorizations, or any action which may result in the denial of any pending applications, the issuance of any cease and desist orders, Notice of Apparent liability, forfeiture, or the imposition of any administrative sanctions whatsoever with respect to the Station. The licenses, permits and authorizations as issued are final and no longer subject to administrative or judicial appeal.

5.5 **Litigation.**

5.5.1 **Litigation; Compliance With Law.** To the best of Assignor's knowledge, except for proceedings affecting the broadcasting industry in general, there is no complaint, claim, litigation, investigation, or judicial, administrative, or other proceeding of any nature including, without limitation, a grievance, arbitration, or insolvency or bankruptcy proceeding, pending or threatened against Assignor, or the Station Assets which may (a) adversely affect the Station Assets or the operation of the Station in substantially the same manner as it is currently authorized, or the ability of Assignee to own and operate the Station in substantially the same manner as it is currently authorized, (b) restrain or enjoin the Closing or the consummation of the transactions contemplated hereby, or (c) result in the revocation, modification, or suspension of the Commission Authorizations, or the issuance or imposition of any administrative sanction or order that might adversely affect the Station Assets. Notwithstanding the forgoing, the parties acknowledge that the Station currently is silent.

In addition, to the best of Assignor's knowledge, no such litigation, investigation, or proceeding has been threatened which would result in a material adverse effect upon the Station Assets. Assignor is not in default in respect to any judgment, order, writ, injunction, decree, rule, or regulation of any applicable court or governmental body, which default could have a materially adverse effect on the Station Assets. Assignor will give Assignee prompt notice of its discovery of any such basis or the institution or the threat of any such litigation, investigation, or proceeding.

5.5.2 **No Liabilities Attaching to Assignee.** Except as expressly provided in this Agreement, there are no other contracts, obligations, leases, or liabilities of any kind or nature whatsoever of Assignor that attach or will, after the consummation of the transaction contemplated hereby, attach to Assignee.

5.6 **No Untrue Statements or Omission.** No representation or warranty made by Assignor in this Agreement or any Schedule, exhibit, statement, certificate, or other document heretofore or hereafter furnished by Assignor, or on his behalf, to Assignee and pursuant to this Agreement or in connection with the transactions contemplated hereby contains or will contain any knowingly untrue statement or knowingly omits to state a material fact necessary to make the statements contained therein not misleading. All representations and warranties of Assignor set forth in this Agreement shall be true, complete, and accurate in all material respects as of the Closing Date as if made on that date.

SECTION 6

WARRANTIES, REPRESENTATIONS, AND COVENANTS OF ASSIGNEE

Assignee covenants, represents, and warrants as follows:

6.1 **Standing.** Assignee is a limited liability company organized under the laws of the State of Delaware. Assignee has the full power and authority to enter into this Agreement and to execute all of Assignee's Closing Documents that require Assignee's signature in order to effectuate this transaction. The execution, delivery, and performance of this Agreement (as of the date of execution of this Agreement and on the Closing Date) and the Assignee's Closing Documents (on the Closing Date) are or will be authorized by all necessary actions of the Assignee.

6.2 **Binding Effect of Agreement.** This Agreement constitutes a valid and binding obligation of Assignee enforceable against Assignee in accordance with the terms of this Agreement. Upon execution, the Assignee's Closing Documents will constitute valid and binding obligations of Assignee enforceable against Assignee in accordance with their terms except as may be limited by laws affecting the enforcement of creditor's rights or equitable principles generally. The execution, delivery, and performance of this Agreement or any of the Closing Documents do not or else will not violate any contract provision or other commitment to which Assignee is a party or under which it or its property is bound, or any judgment or order of which Assignee has received notice, and will not result in the creation or imposition of any lien, charge, security interest, or encumbrance of any nature whatsoever upon any of the Assets.

6.3 **Litigation.** To the best of Assignee's knowledge, except for administrative rulemaking or other proceedings of general applicability to the broadcast industry, there is no litigation, proceeding, judgment, claim, action, investigation, or complaint threatened against or affecting it which would affect Assignee's authority or ability to carry out this Agreement.

6.4 **Assignee's Qualifications.** As of the time of filing the Assignment Application there shall exist no fact that would, under present law (including the Communications Act of 1934, as amended) and the present rules and regulations of the FCC, disqualify Assignee from being the assignee of the Commission Authorizations. Assignee is, or at the time of Closing will be, financially qualified to fully and timely consummate the transaction contemplated herein.

6.5 **No Untrue Statements or Omission.** No representation or warranty made by Assignee in this Agreement or any Schedule, exhibit, statement, certificate, or other document heretofore or hereafter furnished to Assignor and pursuant to this Agreement or in connection with the transaction contemplated hereby contains or will contain any knowingly untrue statement or knowingly omits to

state a material fact necessary to make the statement contained therein not misleading. All representations and warranties of Assignee set forth in this Agreement shall be true, complete, and accurate in all material respects as of the Closing Date as if made on that date.

SECTION 7

ASSIGNOR'S AND ASSIGNEE'S COVENANTS

7.1 **Assignee's Covenants.** From the date of this Agreement until the Closing Date, Assignee covenants that it will take no action, or fail to take any action, that would disqualify it from becoming the licensee of the Station or delay the grant of the Assignment Application by the FCC. Furthermore, Assignee shall give prompt notice to Assignor of any occurrence that comes to Assignee's attention that may constitute a misrepresentation, breach of warranty, or non-fulfillment of any covenant or condition on the part of Assignee contained in this Agreement. Assignee shall deliver to Assignor within ten (10) business days after filing thereof with the FCC copies of any and all reports, applications, and/or responses relating to the Station which are filed by the Assignee with the FCC on or prior to the Closing Date, including a copy of any FCC inquiries to which the filing is responsive, and in the event of an oral FCC inquiry, Assignee will furnish a written summary thereof.

7.2 **Assignor's Covenants.** From the date of this Agreement until the Closing Date, Assignor covenants that it will take no action, or fail to take any action, that would hinder Assignee from becoming the licensee of the Station or delay the grant of the Assignment Application by the FCC. Furthermore, Assignor shall give prompt notice to Assignee of any occurrence that comes to Assignor's attention that may constitute a misrepresentation, breach of warranty, or non-fulfillment of any covenant or condition on the part of Assignor contained in this Agreement. Assignor shall deliver to Assignee within ten (10) business days after filing thereof with the FCC copies of any and all reports, applications, and/or responses relating to the Station which are filed by the Assignor with the FCC on or prior to the Closing Date, including a copy of any FCC inquiries to which the filing is responsive, and in the event of an oral FCC inquiry, Assignor will furnish a written summary thereof.

7.3 **Modification of Authorized Transmitter Site.** Assignor agrees to cooperate with Assignee in the filing of any modification application for modification of the Station to specify a new transmitter site (a "Modification Application") as may be requested by Assignee prior to Closing. All costs and expenses incurred in conjunction with the preparation and filing of such Modification Application shall be the responsibility of Assignee.

SECTION 8

CONDITIONS FOR CLOSING

8.1 **Closing.** The Closing of the transactions contemplated by this Agreement (the "Closing") shall take place within five (5) business days after the FCC's action (the "Order") granting the Assignment Application becomes a Final Order, defined as an FCC action which is no longer subject to administrative or judicial appeal and no longer subject to rescission by the FCC on its own motion.

8.2 **Conditions Precedent to Obligations of Assignee.** The obligations of the Assignee under this Agreement are subject to the satisfaction of the following express conditions precedent,

provided, however, that Assignee may, at its election, waive any of such conditions at Closing, except for Section 8.2.6 below, notwithstanding that such condition is not fulfilled on the Closing Date:

8.2.1 Assignor shall have delivered to Assignee the Assignor's Closing Documents as described in Section 9.1 below.

8.2.2 Each of the Assignor's representations, covenants, and warranties contained in this Agreement or in any Schedule, certificate, or document delivered pursuant to the provisions hereof, or in connection with the transactions contemplated hereby, shall be true and correct in all material respects at and as of the Closing Date with the same force and effect as if each such representation or warranty were made at and as of such time, except in respect of such changes as are contemplated or permitted by this Agreement.

8.2.3 Assignor shall have performed and complied in all material respects with all covenants, agreements and obligations required by this Agreement to be performed or complied with by him prior to the Closing Date and shall be in full compliance therewith on the Closing Date.

8.2.4 Assignor shall be the holder of the Commission Authorizations and except as provided herein, each such authorization shall be valid, and in full force and effect.

8.2.5 Assignor shall have taken all internal and other actions necessary to consummate this transaction.

8.2.6 The FCC shall have granted its consent to the Assignment Application, in either in whole or in part, such consent shall be in full force and effect, and shall have become a Final Order.

8.2.7 Assignor and 5GTV shall have entered into a mutually agreeable LLC Agreement for the operation of Assignee.

8.2.8 Assignor and Assignee shall have entered into a Tower Lease Agreement for the Station mutually acceptable to both parties.

8.3 **Conditions Precedent to Obligations of Assignor.** The performance of the obligations of the Assignor under this Agreement is subject to the satisfaction of each of the following express conditions precedent, *provided, however*, that Assignor may, at his election, waive any of such conditions at the Closing, except for Section 8.3.3 below, notwithstanding that such condition is not fulfilled on the Closing Date:

8.3.1 Assignee shall have delivered to Assignor the Assignee's Closing Documents as described in Section 9.2 below.

8.3.2 Each of Assignee's representations and warranties contained in this Agreement or in any certificate or document delivered pursuant to the provisions hereof, or in connection with the transactions contemplated hereby, shall be true in all material respects at and as of the Closing Date, as though each such representation or warranty was made at and as of such time, except in respect of such changes as are contemplated or permitted by this Agreement.

8.3.3 Assignee shall have performed and complied in all material respects with all covenants, agreements, and obligations required by this Agreement to be performed or complied with by him prior to the Closing Date and shall be in full compliance therewith on the Closing Date.

8.3.4 The FCC shall have granted its consent to the Assignment Application, such consent shall be in full force and effect.

8.3.5 Assignee shall have taken all internal and other actions necessary to consummate this transaction.

8.3.6 Assignee and 5GTV shall have entered into a mutually agreeable LLC Agreement for the operation of Assignee.

8.3.7 Assignor and Assignee shall have entered into a Tower Lease Agreement for the Station mutually acceptable to both parties.

8.4 **Failure of Conditions Precedent to Obligations of Assignee.** In case of the failure of any of the conditions precedent described in Sections 8.1 or 8.2 hereof, and if Assignor, after application of the provisions of Section 12.3 hereof, has failed to cure same, Assignee shall have the right to terminate this Agreement without liability provided that Assignee is not in default of this Agreement. In addition, if the failure of such condition precedent constitutes a material default by Assignor, Assignee shall be entitled to Specific Performance pursuant to Section 12.2.

8.5 **Failure of Conditions Precedent to Obligations of Assignor.** In case of the failure of any of the conditions precedent described in Sections 8.1 or 8.3 hereof, and if Assignee, after application of the provisions of Section 12.3 hereof, has failed to cure the same, Assignor shall have the right to terminate this Agreement without liability.

SECTION 9

OBLIGATIONS AT CLOSING

9.1 **Closing Documents to be Delivered by Assignor.** At the Closing for the Commission Authorizations, Assignor shall deliver to Assignee the following (“Assignor’s Closing Documents”):

9.1.1 An executed Assignment of Authorizations in form and substance reasonably satisfactory to counsel for Assignee assigning the Commission Authorizations to Assignee for those licenses and permits approved for assignment by the FCC.

9.1.2 A Bill of Sale for the Tangible Personal Property to be assigned to Assignee in this transaction.

9.1.3 A certificate executed by Assignor stating that (a) all of the representations and warranties of Assignor set forth in this Agreement are in all material respects true, correct, and accurate as of the Closing Date, and (b) all covenants set forth in this Agreement to be performed by Assignor on or prior to the Closing Date have been performed in all material respects.

9.2 **Closing Documents to be Delivered by Assignee.** At the Closing Assignee shall deliver to Assignor the following (“Assignee’s Closing Obligations”):

9.2.1 A certificate executed by a principal of Assignee stating that: (a) all of the representations and warranties of Assignee set forth in this Agreement are in all material respects true, correct, and accurate as of the Closing Date, and (b) all covenants set forth in this Agreement to be performed by Assignee on or prior to the Closing Date have been performed in all material respects.

SECTION 10 **INDEMNIFICATIONS**

10.1 **Breach of Assignor’s Agreements, Representations, and Warranties.** Assignor shall reimburse Assignee for, and indemnify and hold harmless Assignee from and against, any loss, damage, liability, obligation, deficiency, claim, suit, cause of action, demand, judgment, or expense (including without limitation, payments, fines, penalties, interest, taxes, assessments, and reasonable attorneys’ fees and accounting fees), contingent or otherwise, whether incurred or asserted prior to or after the Closing Date, arising out of Assignor’s agreements, representations, and warranties, or sustained by Assignee, by reason of:

(a) any material breach of any warranty, representation, or agreement of Assignor contained under this Agreement or in any certificate or other instrument furnished to Assignee pursuant to this Agreement or in connection with any of the transactions contemplated hereby;

(b) except for obligations or liabilities expressly assumed by Assignee herein, Assignor’s operation of the Station prior to Closing (including, but not limited to, any and all claims, liabilities, and obligations arising or required to be performed by Assignor under any lease, contract, or agreement (other than this Agreement on or after the Closing) or under this Agreement prior to the Closing);

(c) except for obligations or liabilities expressly assumed by Assignee herein, any transaction entered into by Assignor or arising in connection with the Station or the operation of the business thereof or any of the Station Assets prior to the Closing;

(d) any and all actions, suits, proceedings, investigation(s), or forfeiture(s) incident to any of the foregoing.

10.2 **Breach of Assignee’s Agreements, Representations, and Warranties.** Assignee shall reimburse Assignor for, and indemnify and hold harmless Assignor from and against, any loss, damage, liability, obligation, deficiency, claim, suit, cause of action, demand, judgment, or expense (including without being limited to, payments, fines, penalties, interest, taxes, assessments, reasonable attorneys’ fees and accounting fees of any kind or nature), contingent or otherwise, arising out of or sustained by reason of:

(a) any material breach of any warranty, representation, or agreement of Assignee contained under this Agreement or any certificate or other instrument furnished by Assignee pursuant to this Agreement or in connection with any of the transactions contemplated hereby;

(b) Assignee's operation of the Station subsequent to Closing (including, but not limited to, any and all claims, liabilities and obligations arising or required to be performed on or after the Closing under any agreements);

(c) any transaction entered into by Assignee or arising in connection with the Station Assets or the operation of the Station subsequent to the Closing;

(d) any and all liabilities or obligations of Assignor expressly assumed by Assignee pursuant to this Agreement; or

(e) any and all actions, suits, or proceedings, investigation(s) or forfeiture(s) incident to any of the foregoing.

10.3 Notice of Claim. All representations and warranties contained in this Agreement shall be deemed continuing representations and warranties and shall survive the Closing for a period of six (6) months. Any claim to indemnification in respect of a covenant or agreement shall be made within one year of the Closing Date. Assignee and Assignor agree to give prompt written notice to each other of any claim for indemnification under Sections 10.1 or 10.2 hereof ("Notice of Claim"), which amount is believed to be required to discharge the obligations of the indemnifying party resulting therefrom. Within ten (10) business days after having been given the Notice of Claim, the indemnifying party may deliver to the other party (i) a written notice of objection to the payment of such claim ("Notice of Objection"), which Notice of Objection shall set forth the basis for such objection; or (ii) a written notice that the indemnifying party intends to defend against such claim in good faith ("Notice of Intention to Defend"). If such a Notice of Intention to Defend is delivered, the indemnifying party shall have the right to hold in abeyance the claim for indemnification if and so long as such defense is conducted by the indemnifying party at the latter's expense in a manner effective to protect the indemnified party against such claim. If no Notice of Objection or Notice of Intention to Defend is given within the prescribed ten (10) business day period, the indemnifying party shall promptly pay to the indemnified party the amount set forth in the Notice of Claim. If the parties are unable to resolve any Notice of Claim and corresponding Notice of Objection, either party may take whatever action it deems reasonable, including without limitation, the filing of a claim, petition, or other pleading in a court of competent jurisdiction.

10.4 Sole Remedy. Except as provided to the contrary in this Agreement, the right to indemnification pursuant to this Section shall be the sole and exclusive remedy of each party and shall be capped at the amount of Seven Thousand Five Hundred and No 00/100 Dollars (\$7,500.00).

SECTION 11

FEES AND EXPENSES

Each party shall pay its own attorneys' fees and expenses which it initiates, creates, or incurs in connection with the negotiation, preparation and execution of this Agreement. Assignor and Assignee shall pay equally all FCC filing fees associated with the Assignment Application. All other expenses incurred in connection with this transaction shall be borne by the party incurring same.

SECTION 12
DEFAULT AND TERMINATION

12.1 **Termination.** This Agreement may be terminated prior to the Closing by either Assignee or Assignor as the case may be, if the party seeking to terminate is not in material default or breach of this Agreement, upon written notice to the other upon the occurrence of any of the following:

(a) if the other is in material breach or default of its respective covenants, agreements, or other obligations herein, or if any of its representations herein are not true and accurate in all material respects when made or when otherwise required by this Agreement to be true and accurate, and such breach is not timely cured as provided in Section 13.3, below;

(b) if the FCC denies the Assignment Application or any part thereof or designates any part thereof for a trial-type hearing;

(c) if within nine months after the Assignment Application are filed (i) the Assignment Application has not been granted by the FCC or (ii) a timely petition to deny is filed against the Assignment Application and the Order has not become a Final Order;

(d) on the Closing Date, Assignor or Assignee, as the case may be, have failed to comply with its obligations under Section 8.2 or 8.3 of this Agreement, and does not cure such failure within the period provided in Section 13.3;

(e) If the Parties have not closed on the Transactions; or

(e) by mutual written consent of Assignee and Assignor.

12.2 This Agreement may be terminated by Assignor in the event payment is not made as required under Section 2.1 of this Agreement, subject to the last sentence of Section 12.3 below.

12.3 A party shall be in “default” under this Agreement if it makes any material misrepresentation to the other party in connection with this Agreement, or materially breaches or fails to perform any of its representations, warranties, or covenants contained in this Agreement. Non-material breaches or failures shall not be grounds for declaring a party to be in default, postponing the Closing, or terminating this Agreement. If either party believes the other to be in default hereunder, the former party shall provide the other with written notice specifying in reasonable detail the nature of such default. If the default is not curable or has not been cured within fifteen (15) calendar days after delivery of that notice (or such additional reasonable time as the circumstances may warrant provided the party in default undertakes diligent, good faith efforts to cure the default within such fifteen (15) calendar day period and continues such efforts thereafter), then the party giving such notice may terminate this Agreement and/or exercise the remedies available to such party pursuant to this Agreement, subject to the right of the other party to contest such action through appropriate proceedings. Notwithstanding the foregoing, in the event of monetary default, time shall be of the essence, no notice shall be required or cure period afforded, and this Agreement may be terminated immediately.

12.4 Assignor agrees that the Station Assets include unique property that cannot be readily obtained on the open market and that Assignee will be irreparably injured if this Agreement is not specifically enforced. Therefore, Assignee shall have the right specifically to enforce Assignor's performance under this Agreement, and Assignor agrees to waive the defense in any such suit that Assignee has an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy.

SECTION 13
SURVIVAL OF WARRANTIES

13.1 All representations and warranties made by the parties in this Agreement shall be deemed made for the purpose of inducing the other to enter into this Agreement, and shall survive the Closing and remain operative and in full force and effect, for a period of six months following the Closing.

13.2 Neither the acceptance nor the delivery of property hereunder shall constitute a waiver of any covenant, representation, warranty, agreement, obligation, undertaking, or indemnification of Assignor or Assignee contained in this Agreement, all of which shall, unless otherwise specifically provided, survive the Closing hereunder in accordance with the terms of this Agreement and shall be binding upon and inure to the benefit of all of the parties hereto, their heirs, legal representatives, successors, and assigns.

SECTION 14
NOTICES

All notices, requests, demands, waivers, consents, and other communications required or permitted hereunder shall be in writing and be deemed to have been duly given when delivered in person (as evidenced by a written receipt) to the party to be notified at the address set out below or sent by registered or certified mail, or by express mail or courier, postage prepaid, return receipt requested, addressed to the party to be notified, as follows:

If to Assignor: The John Mester Income Family Trust
682 Argyle Rd.
Brooklyn, NY 11230
Attn: Natalie Mester York

If to Assignee: EGOT Media, LLC
143 West Street
Suite 208
New Milford, CT 06776

Either party may change its address for notices by written notice to the other given pursuant to this Section. Any notice purportedly given by a means other than as provided in this Section shall be invalid and shall have no force or effect.

SECTION 16
MISCELLANEOUS

16.1 **Headings.** The headings of the Sections of this Agreement are for convenience of reference only, and do not form a part thereof, and do not in any way modify, interpret or construe the meaning of the sections themselves or the intentions of the parties.

16.2 **Entire Agreement.** This Agreement and any other agreements entered into contemporaneously herewith set forth the entire agreement of the parties and are intended to supersede all prior negotiations, understandings, and agreements and cannot be altered, amended, changed, or modified in any respect or particular unless each such alteration, amendment, change, or modification shall have been agreed to by each of the parties hereto and reduced to writing in its entirety and signed and delivered by each party. No provision, condition, or covenant of this Agreement shall be waived by either party hereto except by a written instrument delivered to the other party and signed by the party consenting to and to be charged with such waiver. No representations or warranties concerning the potential performance or signal coverage of the Station, or the potential for the Station to change transmitter sites, operating power, frequencies, etc., are being provided by Assignor except as provided in writing herein. No provision, condition, or covenant of this Agreement shall be waived by either party hereto except by a written instrument delivered to the other party and signed by the party consenting to and to be charged with such waiver.

16.3 **Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Neither Party may assign its rights without the written consent of the other Party.

16.4 **Additional Documents.** The parties hereto agree to execute, acknowledge, and deliver, at or after the Closing Date, such other and further instruments and documents as may be reasonably necessary to implement, consummate, and effectuate the terms of this Agreement, the effective vesting in Assignee of title to the Assets, and/or the successful processing by the FCC of the application to be filed with it, as provided in Section 3.2.

16.5 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall comprise one and the same instrument. This Agreement may be executed and exchanged by facsimile transmission or electronic mail with the same effect as if the signatures had appeared in original handwriting on the same physical document.

16.6 **Legal Actions.** If either Assignor or Assignee initiates any legal action or lawsuit against the other involving this Agreement, the prevailing party in such action or suit shall be entitled to receive reimbursement from the other party for all reasonable attorneys' fees and other costs and expenses incurred by the prevailing party in respect of that litigation, including any appeal, and such reimbursement may be included in the judgment or final order issued in such proceeding. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law.

16.7 **Governing Law.** The parties agree that this Agreement and the transaction herein contemplated shall be interpreted, construed, and enforced under and according to the laws of the State of New York.

16.8 **Counsel.** Each party has had the opportunity to be represented by its own additional counsel in connection with the negotiation and preparation of this Agreement and, consequently, each party hereby waives any conflict that may otherwise exist, as well as the application of any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the party whose counsel drafted that provision.

16.9 **Time is of the Essence.** Time shall be of the essence in this Agreement and the performance of each and every provision hereof.

16.10 **Severability.** If any term or provision of this Agreement or its application shall, to any extent, be declared to be invalid or unenforceable, the remaining terms and provisions shall not be affected and shall remain in full force and effect and to such extent are severable.

16.11 **Choice of Forum.** The parties agree that that the only and exclusive forum for any action brought to resolve any dispute arising out of this Agreement shall be the federal or state courts having jurisdiction over New York, New York. No party shall oppose or assert a defense against such litigation in said courts on the grounds that the court lacks personal jurisdiction.

16.12 **Confidentiality.** Assignee and Assignor, and their respective employees, agents and representatives, shall each keep confidential all information obtained with respect to the other in connection with the negotiation and performance of this Agreement, except where such information is known or available through other lawful sources or where its disclosure is required in accordance with applicable law. If the transactions contemplated hereby are not consummated for any reason, Assignee and Assignor, and their respective employees, agents, and representatives, shall return to the other, without retaining a copy thereof, any written information, including all financial information, obtained from the other in connection with this Agreement and the transactions contemplated hereby, and shall forever preserve the confidentiality of such information. The parties recognize that a breach of this covenant of confidentiality may cause substantial, irremediable harm to the other's business and therefore agree that injunctive relief would be appropriate to enforce any breach of this covenant.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
NEXT PAGE IS SIGNATURE PAGE*

SIGNATURE PAGE TO ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their proper individuals or officers thereunto duly authorized as of the day and year first above written.

ASSIGNOR:

THE JOHN MESTER INCOME FAMILY TRUST

By: 
Natalie Mester York
Trustee

ASSIGNEE:

EGOT MEDIA, LLC

By: _____
5GTV, LLC, Managing Member
by Frank Copsidas
Managing Member of 5GTV, LLC

SIGNATURE PAGE TO ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their proper individuals or officers thereunto duly authorized as of the day and year first above written.

ASSIGNOR:

THE JOHN MESTER INCOME FAMILY TRUST

By: _____
Natalie Mester York
Trustee

ASSIGNEE:

EGOT MEDIA, LLC

By:  _____
5GTV, LLC, Managing Member
by Frank Copsidas
Managing Member of 5GTV, LLC