

**EXHIBIT A TO FORBEARANCE AGREEMENT**

**ASSET PURCHASE AGREEMENT**

ASSET PURCHASE AGREEMENT (this "Agreement") made as of July 19, 2004, by and among KNN PRODUCTIONS INC., a New York corporation ("KNN"), AM KOREA RADIO - NY, INC., a New York corporation ("AM Radio"), HAN AD. & GRAPHICS, INC., a New York corporation ("Han"), K LICENSEE INC., a Delaware corporation ("K Licensee"), K RADIO INC., a New York corporation ("K Radio"), and K RADIO LICENSEE INC., a Delaware corporation ("K Radio Licensee") and K MEDIA INC., a Delaware corporation ("K Media," and each of the foregoing a "Seller and collectively, the "Sellers") and Atmor Properties, Inc., a Delaware corporation (the "Buyer"), as the designee of CIT Lending Services Corporation, in its capacity as the Agent (as defined) for the Lenders (as defined) under the Loan Agreement (as defined).

**BACKGROUND**

A. The Sellers own and operate the following radio and/or television broadcast station (the "Stations") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"):

(i) "WEBR," the low power television station operating in New York City as WEBR LPTV Channel 17, New York City, New York, pursuant to FCC Low Power Television/Television Translator Broadcast Station License file number BLTTL-960116JC;

(ii) "WGSM," the AM radio station broadcasting over WGSM 740 AM operated by K Radio pursuant to FCC Broadcast Station License, License file number BL-9810313AJ; and

(iii) "W27CB" the low power television station operating on Channel 27 in Plainview, New York pursuant to FCC Low Power Television/Television Translator Broadcast Station License file number \_\_\_\_\_.

B. The Sellers (as the Borrowers, except in the case of K Media which is the Guarantor) are parties to a Loan and Security Agreement with CIT Lending Services Corporation and the various other financial institutions from time to time parties thereto (each a "Lender" and collectively the "Lenders") and CIT Lending Services Corporation, as agent for the Lenders (in such capacity the "Agent"), as amended by the First Amendment and Waiver, dated as of September 5, 2003 (as amended, the "Loan Agreement") and that certain Forbearance Agreement of even date herewith by and among the Sellers, the Agent and the Lenders (the "Forbearance Agreement").

C. Subject to the terms and conditions set forth herein, (i) the Sellers desire to assign to the Buyer, and the Buyer desires to acquire from the Sellers, the FCC Licenses (as defined), and (ii) the Sellers desires to convey to the Buyer, and the Buyer desires to acquire from the Sellers, specified tangible and intangible assets and properties used or held for use in the operation of the Stations.

**NOW, THEREFORE**, taking the foregoing recitals into account, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties, intending to be legally bound, hereby agree as follows:

**1. Sale and Purchase**

(a) On the terms and subject to the conditions hereof, on the Closing Date (as defined herein), the Sellers shall sell, assign, transfer, convey and deliver to the Buyer, and the Buyer shall purchase and acquire from the Sellers, all of the right, title and interest of the Sellers in and to all of the assets, properties, interests and rights of the Sellers of whatsoever kind and nature, real and personal, tangible and intangible, that are identified in Sections 1(a)(i) through (viii) and the related Schedules listed therein (the “Station Assets”) and specifically excluding the Excluded Assets (as defined herein) identified in Section 1(b). The Station Assets consist of the following:

(i) all licenses, permits and other authorizations which are issued to the Sellers (or any of them) by the FCC with respect to the Stations (the “FCC Licenses”), including those described on Schedule 1(a)(i) attached hereto, and including, without limitation, any renewals or modifications thereof between the date hereof and Closing;

(ii) all equipment, electrical devices, antennas, cables, tools, hardware, furniture, fixtures, towers, office materials and supplies, inventory, motor vehicles, spare parts and other tangible personal property of every kind and description that are used in or useful or related to the operation of the Stations or Station Assets, including the items listed on Schedule 1(a)(ii) attached hereto, but excluding any items of tangible personal property which the Buyer designates as Excluded Assets from time to time prior to the Closing (the “Tangible Personal Property”);

(iii) all owned real property and interests in real property used in the operation of the Stations including all the Sellers’ appurtenant easements and improvements located thereon listed on Schedule 1(a)(iii) attached hereto, which schedule may be amended, from time to time, by the Buyer prior to the Closing to add or delete real property and interests in real property (the “Assigned Real Property”);

(iv) those Station Contracts (as defined herein) (including Assigned Real Property listed on Schedule 1(a)(iii)), listed on Schedule 1(a)(iv) attached hereto, which schedule may be amended, from time to time, by the Buyer prior to Closing to add or delete Station Contracts (the “Assigned Contracts”);

(v) all of the Sellers’ rights in and to the Stations’ call letters and the Sellers’ rights in and to the trademarks, trade names, service marks, franchises, copyrights, computer software, programs and programming material, jingles, slogans, logos, and other intangible property that are used in or useful or related to the operation of the Stations or the Station Assets, including, without limitation, those listed on Schedule 1(a)(v) attached hereto (the “Intangible Property”);

(vi) all interests of the Sellers in all programs and programming materials and elements of whatever form or nature used or held for use in the operation of the

Stations and the Station Assets, whether recorded on tape or any other substance or intended for live performance, and whether completed or in production, and all related common-law and statutory copyrights used or held for used in or useful or related to the operation of the Stations or the Station Assets;

(vii) all Sellers' rights in and to all the files, documents, records, and books of account (or copies thereof) used in or useful or related to the operation of the Stations and the Station Assets, including the Stations' local public files, programming information and studies, blueprints, technical information and engineering data, advertising studies, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and logs;

(viii) all claims (including warranty and insurance claims) deposits, prepaid expenses, and the Sellers' goodwill in, and the going concern value of, the Stations and the Station Assets; and

(ix) all of the Sellers' cash, cash equivalents, accounts receivables and rights to proceeds under insurance policies.

(b) Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the Sellers' corporate records, employment agreements or employee benefit plans or any of the Station Contracts that are not Assigned Contracts or any other assets designated as Excluded Assets from time to time by Buyer as described below (the "Excluded Assets"). Further, the parties acknowledge that the Tangible Personal Property, Real Property and Station Contracts constituting Excluded Assets may be changed by the Buyer, from time to time, by virtue of the Buyer's adding or deleting Tangible Personal Property, Real Property and/or Station Contracts to or from Schedules 1(a)(ii), 1(a)(iii) and/or 1(a)(iv), as the case may be.

(c) Assumed Obligations. Upon the Closing Date (as defined herein), the Buyer shall assume the obligations of the Sellers under the Assigned Contracts for periods after the Closing Date (collectively, the "Assumed Obligations"). (In furtherance of the foregoing, the parties acknowledge that the Assumed Obligations shall not include any payments due after the Closing attributable to activities of the Sellers prior to the Closing.) Except for the Assumed Obligations, the 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 the Sellers of any kind, whether or not disclosed to the Buyer (the "Retained Obligations").

(d) Liens. The Station Assets shall be transferred to the Buyer free and clear of liens, claims and encumbrances ("Liens") except for the following (collectively, "Permitted Liens") (i) liens for taxes not yet due and payable and arising on account of the operation of the Stations after the Closing, (ii) liens and security interests in favor of the Agent pursuant to the Loan Agreement and the Transaction Documents referred in the Loan Agreement (the "Senior Liens") and (iii) easements and rights of way of or relating to the Assigned Real Property.

(e) Consideration. As consideration for the Station Assets, as of the Closing, the Buyer shall cause the Sellers and the Guarantors to be released from Obligations (as defined in the Loan Agreement) due and owing as of the Closing Date under and pursuant to the Transaction Documents and the Forbearance Agreement other than Obligations thereunder which survive the repayment of the indebtedness incurred under the Loan Agreement.

(f) Closing. The consummation of the sale and purchase of the Station Assets (the “Closing” and the date on which such Closing occurs being the “Closing Date”) shall occur upon notice by the Buyer and the Agent, in their sole discretion, to Wolf, Block, Schorr & Solis-Cohen LLP, as Escrow Agent, (the “Escrow Agent”), with a copy to the Sellers, that the Buyer is exercising its right to acquire the Station Assets pursuant to the terms of this Agreement.

(g) Governmental Consents.

(i) No later than July 21, 2004, the Buyer and the Sellers shall file applications with the FCC (the “FCC Applications”) requesting FCC consent to the assignment to the Buyer of the FCC Licenses (“FCC Consents”). The Sellers shall diligently prosecute the FCC Applications and otherwise use their best efforts to obtain the FCC Consents as soon as possible. In furtherance of the foregoing, the Sellers shall at their sole cost and expense, pay all FCC filing fees in connection with the FCC Applications, publish and broadcast all required public notices in connection therewith and pay the cost of same, and shall pay all FCC annual regulatory fees which may become due between the date hereof and the Closing Date.

(ii) The Buyer and the Sellers 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. The Buyer and the Sellers shall furnish each other with such information and assistance as such the other may reasonably request in connection with their preparation of any governmental filing hereunder.

## **2. Representations and Warranties of the Sellers.**

The Sellers makes the following representations and warranties to the Buyer:

(a) Organization. Each of the Sellers is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in each jurisdiction in which the Station Assets are located. Each of the Sellers has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by such Seller pursuant hereto (collectively, the “the Sellers Ancillary Agreements”), to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

(b) Authorization. The execution, delivery and performance of this Agreement and the Sellers' Ancillary Agreements by each of the Sellers have been duly authorized and approved by all necessary action of the Sellers and do not require any further authorization or consent of the Sellers provided that the authorization and consent of the stockholders of K Media may be required with respect to the consummation of the transactions

contemplated hereby. This Agreement is, and each of the Sellers Ancillary Agreement when executed and delivered by the applicable Seller and the other parties thereto will be, a legal, valid and binding agreement of the Seller executing the same, enforceable in accordance with its 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).

(c) No Conflicts. Neither the execution and delivery by the Sellers of this Agreement and the Sellers Ancillary Agreements or the consummation by the Sellers of any of the transactions contemplated hereby or thereby nor compliance by the Sellers with or fulfillment by the Sellers of the terms, conditions and provisions hereof or thereof will: (i) conflict with any organizational documents of the Sellers or any law, judgment, order, or decree to which any of the Sellers is subject; or (ii) require the approval, consent, authorization or act of, or the making by the Sellers of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, except the FCC Consents, and except for counter-party consent to assign those Station Contracts designated on Schedule 1(a)(iv).

(d) FCC Licenses. The Sellers hold the FCC Licenses described on Schedule 1(a)(i). 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 publicly pending and Sellers have not received knowledge of any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability), and there is not now issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture against the Sellers with respect to the Stations. Each of the Stations is operating in compliance in all material respects with the FCC Licenses, the Communications Act, and the rules and regulations of the FCC.

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

(f) Personal Property. Schedule 2(f) contains a list of all material items of Tangible Personal Property used in connection with the operation of the Stations. The Sellers have title to the Tangible Personal Property free and clear of Liens other than Permitted Liens (and other than the Senior Liens).

(g) Real Property. Schedule 2(g) contains a list of all licenses or leases respecting Real Property (collectively "Real Property Leases") pertaining to the Stations. The Real Property Leases provide access to the Stations' facilities. To the Sellers' knowledge, the Real Property is not subject to any suit for condemnation or other taking by any public authority.

(h) Contracts. Schedule 2(h) contains a list of all contracts, leases (other than Real Property Leases which are set forth on Schedule 2(g)) and agreements in any way related to or used in or useful to the operation of the Stations or the Station Assets (the "Station Contracts"). Except as set forth on Schedule 2(h), each of the Station Contracts (including without limitation each Real Property Lease) is in effect and is binding upon the Sellers and, to the Sellers' knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Except as set forth in Schedule 2(h) and Schedule 2(g), the Sellers have performed their respective obligations under each of the Station Contracts and the Real Property Leases in all material respects and are not in material default thereunder, and to the Sellers' knowledge, no other party to any of the Station Contracts is in default thereunder in any material respect. Except as set forth in Schedule 2(h), no payment on or under any Station Contract or Real Property Lease is more than 30 days past due. All Station Contracts and Real Property Leases may be assigned or otherwise transferred to the Buyer fully and freely without any Lien or consent required except as set forth in Schedule 2(g) or 2(h).

(i) Environmental. To the Sellers' knowledge, no hazardous or toxic substance or waste regulated under any applicable environmental, health or safety law has been generated, stored, transported or released on, in, from or to the Real Property included in the Station Assets. The Sellers have complied in all material respects with all environmental, health and safety laws applicable to the Stations and the Station Assets.

(j) Intangible Property. Schedule 2(j) contains a description of the Intangible Property included in the Station Assets. The Sellers have received no notice of any claim that the use of the Intangible Property infringes upon any third party rights. The Sellers own or have the right to use the Intangible Property free and clear of Liens other than Permitted Liens.

(k) Compliance with Law. Each of the Sellers 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 operation of the Stations or ownership of the Station Assets. There is no action, suit or proceeding pending or, to the Sellers' knowledge, threatened against the Sellers in respect of any Station or Station Assets that will subject the Buyer to liability or which questions the legality or propriety of the transactions contemplated by this Agreement. There are no governmental claims or investigations pending or, to the Sellers' knowledge, threatened against any of the Sellers in respect of any of the Stations or Station Assets (except those affecting the industry generally).

(l) 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 the Sellers or any party acting on the Sellers' behalf.

### **3. Covenants**

(a) Covenants. Each of the Sellers covenants and agrees with respect to each of the Stations that, between the date hereof and the earlier to occur of the termination of this Agreement or the Closing Date, except as permitted by this Agreement or with the prior written consent of the Buyer, the Sellers shall: (i) operate each of the Stations in the ordinary course of business consistent with past practice and in all material respects in accordance with FCC rules and regulations and with all other applicable laws, regulations, rules and orders; (ii) not sell, lease or dispose of or agree to sell, lease or dispose of any of the tangible or intangible personal property unless such sale, lease or disposition occurs in the ordinary course of business consistent with past practices, such tangible or intangible personal property is replaced with similar assets of equal or greater value and utility and such replacement tangible or intangible personal property has been paid for in full and is not subject to any Liens other than Permitted Liens; (iii) not create, assume or permit to exist any Liens upon the Station Assets, except for Permitted Liens; (iv) furnish the Buyer with such information relating to the Station Assets as the Buyer may reasonably request; and (v) keep all Station Contracts current and in full force and effect in accordance with their respective terms and Sellers shall not default in any of their obligations thereunder; provided however, that the Sellers shall not be required to renew Station Contracts beyond their expiration dates. Nothing contained in this Agreement shall give the Buyer the right to control any of the Stations prior to Closing, such control being the right and obligation of the Sellers prior to Closing.

(b) Consents to Assignment. The Sellers shall use commercially reasonable efforts to obtain any third party consents necessary for the assignment of the Assigned Contracts to the Buyer.

(c) Due Diligence. Until the earlier of (i) termination of this Agreement in accordance with its terms or (ii) the Closing hereunder, each of the Sellers agrees to permit the Buyer and its respective agents and representatives, at reasonable times and upon 24 hours prior notice, to inspect the Stations (and any other location at which the Station Assets and/or the books and records of the Sellers (or any of them) may be located), the Station Assets and the Sellers' books and records and to discuss with the officers, employees and other representatives of the Sellers (or any of them) any and all matters with respect to the Sellers, the Stations and the Station Assets to be acquired by the Buyer, to enable the Buyer to conduct due diligence investigations relating to the consummation of the transactions contemplated by this Agreement. Such due diligence investigations shall be in form and substance satisfactory to Buyer in its sole discretion. The Sellers hereby authorize the Buyer or its agents and representatives to contact third parties that include, without limitation, any landlord or lessor under any Real Property Lease or any vendor or contractor or licensor under any of the Station Contracts in order to discuss and inquire as to the status of any of the Station Contracts or Real Property Leases or otherwise.

(d) Delivery of Authorization and Consents.

(i) On or prior to August 2, 2004, the Sellers shall deliver to the Buyer (A) a certificate of the President of K Media attaching a true and correct copy of the written consent or minutes of a meeting of the stockholders of K Media authorizing the execution, delivery and performance by K Media of this Agreement and the consummation of the transactions contemplated herein and (B) a duly executed written consent of the stockholders of

K Media, in their capacities as creditors of the Sellers, or any of them, consenting to the transactions contemplated in this Agreement and waiving any rights or claims they may have in connection with the execution, delivery and performance of this Agreement and any Liens they may have on any Station Assets, which consent shall be in form and substance satisfactory to the Buyer in its sole discretion.

(ii) On or prior to the Closing, the Sellers shall deliver to the Buyer duly executed written consents of Young Dae Kwon and each of his affiliates who is a creditor of the Sellers or any of them, or who is a party to any contract or any agreement with any Seller (whether or not reduced to writing) consenting to the consummation of the transactions contemplated by this Agreement and waiving any rights or claims they may have in connection with the execution, delivery and performance of this Agreement and any Liens such persons may have on any Station Assets; provided that in each case such consents shall be in form and substance satisfactory to the Buyer in its sole discretion.

#### **4. Conditions of Closing.**

(a) Conditions of Closing by the Buyer. The obligations of the Buyer hereunder are, at its option, subject to satisfaction, at or prior to Closing, of each of the following conditions:

(i) The representations and warranties of the Sellers made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by the Sellers at or prior to Closing shall have been complied with or performed in all material respects. The Buyer shall have received a certificate dated as of the Closing Date from the Sellers, executed by an authorized officer of the Sellers to the effect that the conditions set forth in this Section have been satisfied.

(ii) The FCC Consents shall have been obtained, and no court or governmental order prohibiting Closing shall be in effect.

(iii) The Buyer and its agents and representatives shall be satisfied with their due diligence investigations of the Stations, the Station Assets and the Sellers, and the form, scope and results of such investigations shall be satisfactory, in their sole and absolute discretion.

(iv) The Buyer shall have received the written consents and authorizations referred to in Section 3(d), in form and substance satisfactory to the Buyer, in its sole discretion.

(v) The Buyer shall have received duly executed copies of the documents and agreements referred to in Section 5(a).

(b) Conditions of Closing by the Sellers. The obligations of the Sellers hereunder are, at its option, subject to satisfaction, at or prior to Closing, of the following condition:



(i) The FCC Consents shall have been obtained, and no court or governmental order prohibiting Closing shall be in effect.

## **5. Documents to be Delivered at Closing**

(a) The Sellers Documents. At Closing, unless otherwise waived in writing by Buyer, the Sellers shall deliver to the Buyer:

- (i) the certificate referred to in Section 4(a)(i);
- (ii) a Bill of Sale and Assignment, in substantially the form attached hereto as Schedule A-1, sufficient to assign to the Buyer all specified tangible and intangible assets of the Sellers used in the operation of the Stations free and clear of Liens, except for Permitted Liens;
- (iii) an Assignment of Contracts and Leases, in substantially the form attached as Schedule A-2, sufficient to assign to the Buyer all the Assigned Contracts free and clear of Liens, except for Permitted Liens;
- (iv) an Assignment of Licenses, in substantially the form attached as Schedule A-3, sufficient to assign to the Buyer, the FCC Licenses and all related permits and additions thereto free and clear of Liens, except for Permitted Liens; and
- (v) the written consents and authorizations referred to in Section 4(d), in form and substance reasonably satisfactory to the Buyer, in its sole discretion.

(b) Each of the documents listed in Section 5(a) shall be executed by Sellers on the date hereof and shall be delivered to the Escrow Agent to be held in escrow and released in accordance with the terms of the Escrow Agreement attached hereto as Schedule A-4.

## **6. Survival; Indemnification**

(a) Survival. The covenants, agreements, representations and warranties contained in this Agreement shall survive and not be affected by Closing until the end of the applicable Statute of Limitations period applicable thereto under applicable law.

(b) Indemnification.

(i) The Sellers shall defend, indemnify and hold harmless each of the Buyer, the Agent, the Lenders, and their respective affiliates, and each of them and their respective affiliates, directors, partners, agents, employees, attorneys and other professionals, affiliates, successors and assigns (the "Indemnitees") from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Losses") incurred by any such Person caused by, arising out of or resulting from (A) any circumstances, actions, facts, omissions or liabilities, costs, or expenses related to the Stations and the Station Assets (including the Assigned Contracts) which arose or existed prior to the Closing or (B) the enforcement of its rights in connection with the transactions contemplated hereby, except for any Losses caused by an Indemnitee's gross negligence or willful misconduct.

(ii) The Indemnatee shall give reasonably 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 by the indemnifying party, but a failure to give such notice or delaying such notice shall not affect the Indemnatee's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party is materially prejudiced thereby.

(iii) Nothing herein shall limit or in any way reduce the indemnifications in favor of the Agent or the Lenders or any parties related thereto under the Loan Agreement and/or the Forbearance Agreement.

**7. Termination.** This Agreement may be terminated at any time prior to Closing as follows:

(a) upon the payment by the Sellers of the Settlement Amount (as defined in the Forbearance Agreement) in immediately available funds in full on or before October 15, 2004; or

(b) by written notice of the Buyer or the Agent to the Sellers notifying the Sellers of Buyer's intention not to consummate the acquisition of the Station Assets and to terminate this Agreement if: (i) the Sellers (or any of them) do not satisfy the conditions or perform the obligations to be satisfied or performed by them on the Closing Date; (ii) the Sellers (or any of them) otherwise breach in any respect any of their representations or warranties or default in any respect in the performance of any of their covenants or agreements herein contained; (iii) the FCC denies one or more of the FCC Applications; (iv) the Buyer, in its sole discretion, is not satisfied with the results of its due diligence investigations as contemplated hereunder; (v) the Closing shall not have been consummated on or before the first anniversary of this Agreement; or (vi) the Buyer or the Agent determines, in its sole discretion, that consummation of the transactions contemplated herein would cause either of them undue risk or liability or be contrary to applicable law or the internal policies of either of them.

(c) Each of the Sellers acknowledges that the Loan Agreement and the other Transaction Documents referred to therein are in full force and effect and are not and shall not be affected in any way by the execution, delivery, performance and/or termination of this Agreement.

## **8. Miscellaneous Provisions**

(a) Specific Performance. In the event of a breach or threatened breach by the Sellers of any representation, warranty, covenant or agreement under this Agreement, at the Buyer's election, in addition to any other remedy available to it, the Buyer shall be entitled to seek an injunction restraining any such breach or threatened breach and, subject to obtaining the FCC Consents or any other requisite approval of the FCC, to enforcement of this Agreement by a decree of specific performance requiring the Sellers 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.

(b) Further Assurances. At any time after the date hereof and for a period of at least six months after the Closing, each of the Sellers shall and shall cause its officers, directors and employees to, from time to time, at the reasonable request of and without further cost or expense to the Buyer, execute and deliver such other instruments of conveyance and transfer and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby to vest in the Buyer good title to the Station Assets and to facilitate the operation of the Stations by the Buyer after the Closing, and the Buyer shall from time to time, at the reasonable request of and without further cost or expense to the Sellers, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively relieve the Sellers of any obligations being assumed by the Buyer hereunder.

(c) Assignment. The Sellers may not assign this Agreement without the prior written consent of the Buyer. The Buyer may assign this Agreement in whole or in part without the Sellers' consent, provided that such assignee shall have been approved by the Agent and the Lenders to serve as their Designee (as defined in the Forbearance Agreement). With respect to any permitted assignment, the parties shall take all such actions as are reasonably necessary to effectuate such assignment, including but not limited to cooperating in any appropriate filings with the FCC or other governmental authorities. All covenants, agreements, statements, representations, warranties and indemnities in this Agreement by and on behalf of any of the parties hereto shall bind and inure to the benefit of their respective successors and permitted assigns of the parties hereto.

(d) Amendments. No amendment, waiver of compliance with any provision or condition 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 any waiver, amendment, change, extension or discharge is sought.

(e) Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

(f) Governing Law; Submission to Jurisdiction. The construction and performance of this Agreement shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of New York in the County of New York or, if requisite jurisdiction obtains, in the courts of the United States of America for the Southern District of New York, and, by execution and delivery hereof, the Sellers each hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Nothing contained herein, however, shall affect the right of the Buyer to commence legal proceedings or otherwise proceed against the Sellers (or any of them) in any other jurisdiction. THE BUYER AND EACH OF THE SELLERS WAIVE (I) THE RIGHT TO TRIAL BY JURY IN THE EVENT OF ANY LITIGATION TO WHICH ANY OF THE BUYER OR THE SELLERS ARE PARTIES IN RESPECT OF ANY MATTER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WHETHER OR NOT SUCH LITIGATION HAS BEEN COMMENCED IN RESPECT OF THIS AGREEMENT AND WHETHER OR NOT OTHER PERSONS ARE ALSO PARTIES THERETO AND (II) ANY

CLAIM THAT NEW YORK COUNTY, NEW YORK IS AN INCONVENIENT FORUM. EACH OF THE SELLERS WAIVES ANY CLAIM AGAINST THE BUYER OR ANY INDEMNITEE FOR CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES RESPECTING THIS AGREEMENT THE TRANSACTIONS CONTEMPLATED HEREUNDER OR THEREUNDER.

(g) Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to the Sellers, then to: c/o K Media Inc.  
136-56 39 Avenue  
Flushing, NY 11354  
Attn: Young Dae Kwon, President  
Fax: 718-460-2370

with copies to:\*

Bryan Cave LLP  
1290 Ave. of Americas  
New York, NY 10104  
Attn: Jerome Boros, Esq.  
Fax: 212-541-1372

If to the Buyer, then to: Atmor Properties, Inc.  
KMZ Rosenman  
1025 Th. Jefferson St., N.W., East Lobby,  
Suite 700  
Washington, DC 20007-5201  
Attn: Lee W. Shubert, Esq.  
Fax: 202-295-1122

with copies to:\*

CIT  
One CIT Drive  
Livingston, NJ 07039  
Attn: Nick DeFabrizio, Esq.  
Fax: 973-535-1732  
Attn: Mr. Steve Reedy  
Fax: 973-535-1732

Wolf, Block, Schorr & Solis-Cohen LLP  
250 Park Avenue  
New York, NY 10177  
Attn: Stuart Shorenstein, Esq.  
Fax: 212-986-0604

(\*Which shall not constitute notice.)

(h) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

(i) No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement other than the Indemnitees and the Agent and the Lenders under the Loan Agreement and other Transaction Documents (as defined in the Loan Agreement.)

(j) Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, 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.

(k) Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

(l) Schedules. This Agreement is being executed prior to delivery of the schedules hereto. Seller shall complete the schedules set forth in Section 2 in form and substance satisfactory to the Buyer within thirty (30) days after the date hereof (provided that Buyer may waive any portion of this obligation in its discretion.). At any time prior to the Closing Date, Buyer may amend or supplement the Schedules set forth in Section 2 hereto to clarify what assets shall be Station Assets and what assets are Excluded Assets. All schedules, exhibits and riders attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein.

(m) Interpretation. The parties acknowledge and agree that the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(n) Reinstatement. If at any time the transfer of Station Assets is invalidated, declared to be fraudulent or preferential, and is set aside or if the Station Assets are required to be reconveyed to a trustee, receiver or any other person or entity under any bankruptcy act, state or federal law, common law or equitable cause, then, to the extent of such reconveyance, the Obligations (as defined in the Loan Agreement) to the Agent and the Lenders under the

Transaction Documents intended to be satisfied shall be revived and continued in full force and effect, as if the transfer of Station Assets had not occurred.


***[Signature Page Follows]***

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the Buyer and each of the Sellers have signed below to indicate its agreement with the foregoing and its intent to be bound thereby.

**BORROWERS:**

KNN PRODUCTIONS INC.  
AM KOREA RADIO-NY, INC.  
HAN AD. & GRAPHICS, INC.  
K LICENSEE INC.  
K RADIO INC.  
K RADIO LICENSEE INC.  
K MEDIA INC.

By:   
Name: Young Dae Kwon  
Title: President of each of the above companies

**BUYER:**

ATMOR PROPERTIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the Buyer and each of the Sellers have signed below to indicate its agreement with the foregoing and its intent to be bound thereby.

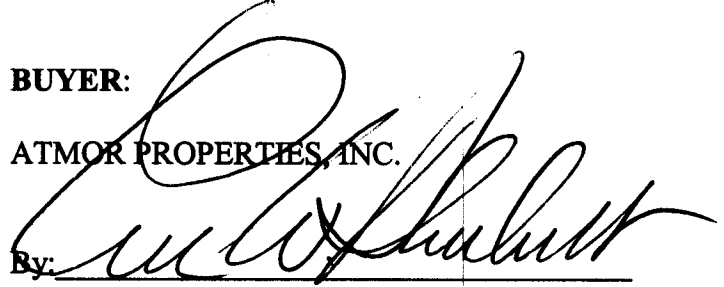
**BORROWERS:**

KNN PRODUCTIONS INC.  
AM KOREA RADIO-NY, INC.  
HAN AD. & GRAPHICS, INC.  
K LICENSEE INC.  
K RADIO INC.  
K RADIO LICENSEE INC.  
K MEDIA INC.

By: \_\_\_\_\_  
Name: Young Dae Kwon  
Title: President of each of the above companies

**BUYER:**

ATMOR PROPERTIES, INC.

By:  \_\_\_\_\_  
Name: Lee W Shubert  
Title: President & Trustee