

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*") is made as of October 17 2019 by and between WNET, a New York educational corporation, chartered by the Board of Regents of the State University of New York, with a place of business at 825 8th Avenue, New York, NY 10019-7435 ("*Buyer*") and Peconic Public Broadcasting, a New York non-profit corporation, owner and operator of Station WPPB(FM), with a place of business at 71 Hill Street, Southampton, NY 11968 ("*Seller*").

Recitals

A. Seller owns and operates the following radio broadcast station pursuant to certain authorizations issued by the FCC:

WPPB(FM), licensed to Southampton, New York (Facility ID No. 38340) (the "*Station*");

B. Subject to the terms and conditions set forth herein, Seller desires to sell and Buyer desires to acquire the licenses and certain of the assets owned and/or used in connection with the Station.

C. Buyer shall have the option to enter into a Public Service Operating Agreement ("*PSOA*") pursuant to which Buyer would commence to provide programming to the Station prior to the Closing Date (defined below).

Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

**ARTICLE 1
ASSETS**

1.1 Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined below), Seller shall assign, transfer, convey and deliver to Buyer, and Buyer shall acquire from Seller, all of Seller's right, title and interest in and to those certain assets, properties, interests and rights of Seller which are used, held for use or useable in the operation of the Station, including, without limitation, the following:

(a) all licenses, permits and other authorizations which are issued to Seller by any governmental agency with respect to the Station (the "*Licenses*"), including those issued by the FCC with respect to the Station and all applications for such licenses, construction permits and other authorizations (the "*FCC Licenses*"), all as described on Schedule 1.1(a), and including any additions thereto and renewals or modifications thereof between the date hereof and Closing;

(b) all equipment and other tangible personal property which are used, held for use or useable in the operation of the Station, including that listed on Schedule 1.1(b), together with any replacements thereof and additions thereto made between the date hereof and Closing, but excluding (i) any retirements or dispositions thereof made between the date hereof and Closing in the ordinary course of business and consistent with past practices with respect to the Station (the “*Tangible Personal Property*”), *provided that* Seller agrees that the value of all such assets retired or disposed of and not replaced with an asset of like kind and quality shall not exceed Two Thousand Five Hundred Dollars (\$2500) in the aggregate and (ii) any tangible personal property listed on Schedule 1.2(i);

(c) those contracts and agreements listed on Schedule 1.1(c), and, subject to the PSOA, all contracts as renewed or entered into in the ordinary course by Seller between the date hereof and the Closing Date with the prior consent of Buyer (the “*Contracts*”);

(d) Seller’s rights in and to the Station’s local public file, filings with the FCC related to the Station, copies of all Contracts, and technical information, engineering logs and similar data relating to the Station;

(e) all intellectual property of any nature held or owned by Seller and used or useful in the operation of the Station, including any websites related to the Station (“*Station Websites*”), URLs and domain names, computer software, cloud-based content production and analytics services (with passwords), the Station’s call sign, the name Peconic Public Broadcasting, trademarks, tradenames, service marks, copyrights, membership lists and databases, member payment historical data, sponsorship lists and payment data, underwriting lists and databases, and social media accounts (with passwords), including the intellectual and intangible property set forth on Schedule 1.1(e) (the “*Intangible Property*”);

(f) any and all claims and rights against third parties if and to the extent that they relate to the Station Assets (defined below) being conveyed hereunder, including, without limitation, all rights under manufacturers’ and vendors’ warranties (if any); and

(g) subject to the PSOA, all cash, and cash equivalents (as defined under U.S. generally accepted accounting principles) of Seller or the Station, deposits, reserves, prepaid revenues (including but not limited to membership payments, underwriting payments, and sponsorship payments), and prepaid expenses and prepaid taxes relating to the Station or the Station Assets being conveyed hereunder, but subject to those prorrations and adjustments as set forth in Section 3.2 of this Agreement.

The foregoing is collectively referred to in this Agreement as the “*Station Assets*.” The Station Assets shall be transferred to Buyer free and clear of all liens, claims and encumbrances (“*Liens*”) except for Buyer Assumed Obligations (defined below) and such liens (not related to Seller’s obligations), exceptions, reservations and limitations common for properties of such nature that do not, and are unlikely to, in any material respect detract from the value of the property subject thereto or impair the use thereof in the ordinary course of the business of the Station (collectively, “*Permitted Liens*”).

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following assets along with all rights, title and interest therein (the “*Excluded Assets*”):

(a) subject to the PSOA, all accounts receivable arising in the operation of the Station prior to the Closing Date;

(b) subject to the limitations in Section 1.1(b), all Tangible Personal Property used or useful in the operation of the Station which are disposed of or consumed in the ordinary course by Seller between the date of this Agreement and Closing;

(c) all contracts and agreements relating to the Station other than the Contracts;

(d) Seller’s charter documents, and such other books and records as pertain to the organization or existence of Seller, duplicate copies of the records of the Station, and all records not relating exclusively to the operation of the Station;

(e) all contracts of insurance, and all insurance proceeds or claims made thereunder related to property or equipment repaired, replaced or restored by Seller prior to the Closing Date;

(f) all pension, profit sharing or cash or deferred plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Seller and relating to the Station;

(g) any employment contracts or obligations regarding any personnel working at or for the Station prior to the Closing Date;

(h) all assets owned by Seller that are not used or held for use in the operation or business of the Station; and

(i) any assets listed on Schedule 1.2(i).

ARTICLE 2

ASSUMPTION OF OBLIGATIONS

2.1 Buyer Assumed Obligations. On the Closing Date, Buyer shall assume those obligations of Seller arising after the Closing under the Contracts (except to the extent such obligations arise out of or are related to activities, events or transactions occurring, or conditions existing, on or prior to the Closing Date or have been previously assumed by Buyer under the PSOA) (the “*Buyer Assumed Obligations*”).

2.2 Seller Retained Obligations. Buyer does not assume or agree to discharge or perform, and will not be deemed by reason of the 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 or to have agreed to discharge or perform, any liabilities, obligations or commitments of Seller of any nature whatsoever, including without limitation all claims from employees and former employees of Seller, whether accrued, absolute, contingent or otherwise and whether or not disclosed to Buyer, other than the Buyer Assumed Obligations (the “*Seller Retained Obligations*”).

ARTICLE 3 CONSIDERATION; CASH PAYMENT

3.1 Consideration. The consideration of the assignment, transfer, conveyance and delivery of the Station Assets by Seller to Buyer shall be equal to the amount of the obligations of Seller listed in Schedule 3.1, which as of the date hereof total Nine Hundred Forty Four Thousand Eight Hundred Thirty Four Dollars (\$944,834) (the “Purchase Price”), plus the Loan Amount (as defined below), subject to the adjustments set forth in Section 3.2. The Purchase Price shall be paid by wire transfer of immediately available funds to the parties listed in Schedule 3.1, or such other method as is mutually agreed by Seller and Buyer.

3.2 Prorations and Adjustments.

(a) Adjustments to Purchase Price. The Purchase Price shall be adjusted immediately prior to Closing to reflect (i) changes in the amount of the obligations listed in Schedule 3.1 as of the Closing Date, provided that any increase in the amount of any obligation listed on Schedule 3.1 shall be added to the Purchase Price only if such increase is consistent with Seller’s past practices and approved by Buyer; (ii) subject to the PSOA, the amount of any cash or cash equivalents of Seller or the Station which shall be added to the Purchase Price and (iii): (x) that portion of the outstanding principal balance under that certain Loan Agreement dated July 1, 2019 between Buyer as Lender and Seller as Borrower (the “Loan Agreement”) that was used by Seller to pay past due obligations in accordance with the terms thereof and is set forth in Schedule 3.1, which shall be updated as of the Closing Date; and (y) the accrued interest on the outstanding principal under the Loan Agreement as of the Closing Date (collectively, the “*Loan Amount*”), which Loan Amount shall be deducted from the Purchase Price.

(b) Prorations. Except as otherwise provided herein and except as otherwise provided in the PSOA, all revenues, deposits, reserves and prepaid and deferred income and expenses arising from the conduct of the business and operations of the Station shall be prorated in accordance with generally accepted accounting principles as of 11:59 p.m. on the date immediately preceding the Closing Date (the “*Effective Time*”). Such prorations shall include, without limitation, all ad valorem, and other taxes (if any) (but excluding transfer taxes which shall be paid as set forth in Section 12.1), business and license fees, music and other license fees (including any retroactive adjustments thereof), utility expenses, membership payments and dues, underwriting payments, sponsorship payments (including underwriting and sponsorship revenue from the Station Websites), gifts and grants, amounts due or to become due under contracts, rents, lease payments, liabilities and obligations under all Contracts, and similar prepaid and deferred items.

(c) Except as otherwise provided in this Agreement, the prorations and adjustments contemplated by this Section 3.2 shall be made, to the extent feasible, at Closing. All prorations and adjustments shall be made in accordance with the accrual method of accounting consistently applied. As to any prorations and adjustments pursuant to this Section 3.2 not capable of being ascertained on the Closing Date, the parties shall use their reasonable best efforts to agree on a final schedule of adjustments and prorations within sixty (60) calendar days after the Closing Date. Subject to Section 3.2(a), in the event of any good faith disputes between the parties as to such prorations or adjustments pursuant to Section 3.2(a) or 3.2(b), the amounts not in dispute shall nonetheless be paid at the time provided herein and such disputes shall be determined by an independent certified public accountant mutually acceptable to the parties, and the fees and expenses of such accountant shall be paid one-half by Buyer and one-half by Seller. Notwithstanding the foregoing, if the aggregate amount of any good faith dispute regarding the prorations or adjustments pursuant to this Section 3.2 is Five Thousand Dollars (\$5,000) or less, the disputed amount shall be shared equally by Seller and Buyer.

3.3 Allocation and Reporting.

(a) Seller and Buyer will agree on the fair market value of the Station Assets (other than assets which, individually or in the aggregate, are not material in value) within sixty (60) days following Closing. The agreed upon fair market value shall take into account any appraisals of the Station Assets prepared for Buyer.

(b) Seller and Buyer will agree upon and exchange drafts of IRS Form 8594, prior to the Closing. Buyer and Seller shall not take, and shall not cause their respective affiliates, representatives, successors and assigns to take, any position on any federal, state or local tax return or report, inconsistent with such reporting position. Each party shall cooperate with the other, including, without limitation, preparing final versions of IRS Form 8594. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 3.3 shall survive without limitation.

ARTICLE 4 CLOSING; PUBLIC SERVICE OPERATING AGREEMENT

4.1 Place and Time of Closing. The consummation of the sale of assets under this Agreement (the “*Closing*”) shall occur on a date (the “*Closing Date*”) and at a time and place mutually agreed upon, within ten (10) days after the later of (a) the date the FCC has granted its consent to the assignment of the FCC License (the “*FCC Consent*”), and such grant has become a Final Order; and (b) the date the Attorney General’s office of the State of New York (“Attorney General”) has approved the petition filed by Seller with respect to the transaction contemplated by this Agreement (“AG Approval”), subject to satisfaction or waiver of the conditions to Closing contained herein (other than those to be satisfied at Closing). If Buyer agrees to waive the condition to Closing that the FCC Consent shall have become a Final Order, and the Closing occurs before the FCC Consent has become a Final Order, and following the Closing the FCC Consent is reversed or otherwise set aside pursuant to a Final Order or a final, non-appealable order of a court of competent jurisdiction, the parties shall comply with such order in a manner that complies with applicable law and returns the parties to the *status quo ante* in all material

respects. As used herein, Final Order shall mean an action of the FCC (i) which has not been vacated, reversed, stayed, set aside, annulled or suspended, (ii) with respect to which no timely appeal, request for stay or petition for rehearing, reconsideration or review by any party or by the FCC on its own motion, is pending, and (iii) as to which the time for filing any such appeal, request, petition, or similar document or for the reconsideration or review by the FCC on its own motion under the Communications Act of 1934, as amended, and the rules and regulations of the Commission, has expired, and any conditions imposed by the FCC with respect to such grant have been satisfied.

4.2 Public Service Operating Agreement. Buyer shall have the option to enter into a PSOA with Seller pursuant to which Buyer would provide programming for the Station prior to the Closing, substantially in the form of Exhibit A hereto.

ARTICLE 5 GOVERNMENTAL CONSENTS

5.1 FCC Consent. Buyer and Seller shall use their respective reasonable best efforts to promptly prepare and file the application with the FCC requesting FCC Consent (the “FCC Application”) no later than ten (10) business days after execution of this Agreement, unless mutually agreed otherwise. Thereafter, Buyer and Seller shall diligently prosecute the FCC Application, furnish all information required by the FCC in connection with the FCC Application, and otherwise use their commercially reasonable best efforts to obtain the FCC Consent as soon as possible. If either party becomes aware of any fact relating to it which would prevent or delay the FCC Consent, it shall promptly notify the other party thereof.

5.2 AG Approval. Within ten (10) business days after the date of this Agreement, Seller, with the assistance of Buyer shall prepare and file with the Attorney General a petition requesting the AG Approval required under Sections 510, 511 and 511-a of the New York Not-for-Profit Corporation Law (“AG Petition”) and shall thereafter diligently prosecute the AG Petition and promptly respond to all requests received from the Attorney General’s office for additional information or documentation. Seller shall use its commercially reasonable best efforts to obtain the AG Approval as soon as possible. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with the preparation of the AG Petition. Seller agrees to fully and fairly advise the Attorney General of all facts relevant to the Attorney General’s review of the AG Petition.

5.3 General. Buyer and Seller shall notify and obtain the consent of any other governmental agency for the transactions contemplated by this Agreement. Each party shall notify the other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder. The Closing is subject to and conditioned upon obtaining all such other necessary governmental approvals and consents.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Seller:

6.1 Organization. Buyer is duly chartered, validly existing and in good standing under the laws of the State of New York and is qualified to do business in the State of New York. Buyer 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 Buyer pursuant hereto (collectively, the “*Buyer Ancillary Agreements*”), to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

6.2 Authorization. The performance of this Agreement and the Buyer Ancillary Agreements by Buyer has 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, and each Buyer Ancillary Agreement when executed by Buyer will be, a legal, valid and binding agreement of Buyer, 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).

6.3 No Conflicts. Neither the execution and delivery by Buyer of this Agreement and the Buyer Ancillary Agreements or the consummation by Buyer of any of the transactions contemplated hereby or thereby nor compliance by Buyer with or fulfillment by Buyer of the terms, conditions and provisions hereof or thereof will: (i) conflict with any organizational documents of Buyer or any law, regulation, ordinance, judgment, order, or decree to which Buyer or the Station Assets are subject; or (ii) 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 foreign, federal, state or local court, governmental or regulatory authority or body, except the FCC Consent.

6.4 No Finder. With the exception of Public Media Company whose fee shall be paid by Buyer, 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.

6.5 Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending against, or threatened against, Buyer relating to or affecting Buyer’s ability to purchase the Station Assets, nor, to the best of the knowledge of Buyer, is there any basis for any such suit, arbitration, administrative charge or other legal proceeding, claim or governmental investigation.

6.6 Qualification. To the best of its knowledge, Buyer is qualified under the Communications Act to hold the FCC Licenses for the Station. There is not pending or, to the

knowledge of Buyer, threatened any action by or before the FCC which would reasonably be expected to prevent Buyer from holding the FCC Licenses for the Station.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer:

7.1 Organization. Seller is duly organized, validly existing and in good standing under the laws of the State of New York and is qualified to do business in the State of New York. Seller 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 Seller pursuant hereto (collectively, the “*Seller Ancillary Agreements*”), to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

7.2 Authorization. The execution, delivery and performance of this Agreement and the Seller Ancillary Agreements by Seller have been duly authorized and approved by all necessary action of Seller and do not require any further authorization or consent of Seller. This Agreement is, and each Seller Ancillary Agreement when executed and delivered by Seller will be, a legal, valid and binding agreement of Seller 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).

7.3 No Conflicts. Neither the execution and delivery by Seller of this Agreement and the Seller Ancillary Agreements or the consummation by Seller of any of the transactions contemplated hereby or thereby nor compliance by Seller with or fulfillment by Seller of the terms, conditions and provisions hereof or thereof will: (i) conflict with any organizational documents of Seller or any law, regulation, ordinance, judgment, order, or decree to which Seller or the Station Assets are subject; or (ii) 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 foreign, federal, state or local court, governmental or regulatory authority or body, except the FCC Consent and except as required in those Contracts identified as requiring such consent on Schedule 1.1(c).

7.4 FCC Licenses. Seller is the holder of the FCC Licenses described on Schedule 1.1(a), which lists all of the FCC Licenses for the Station. The FCC Licenses are all the FCC Licenses necessary for the lawful operation of the Station as presently operated, are in full force and effect, have been issued for the full terms customarily issued to radio broadcast stations in the State of New York and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. As of the date of this Agreement, the Station has been constructed in accordance with the FCC Licenses and is operating at full power, as authorized in the FCC Licenses. There are no applications relating to the Station pending with the FCC other than as listed on Schedule 1.1(a). Except as described on Schedule 1.1(a), (i) the Station is operating

with maximum power and facilities specified in the FCC Licenses, (ii) the Station is not causing objectionable interference to the transmissions of any other broadcast station or communications facility; and (iii) no other broadcast station or communications facility is causing objectionable interference to the transmissions of the Station. There is not pending or, to the knowledge of Seller, threatened, any action by or before the FCC to revoke, suspend, cancel, rescind, materially adversely modify or, in the case of any applications, dismiss or deny, any of the FCC Licenses or the imposition of any other sanction by the FCC to which the Station or the Station Assets are or may be subject (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 Seller with respect to the Station. The Station is operating in compliance in all material respects with the FCC Licenses and the Communications Act of 1934, as amended (the “*Communications Act*”) and the current rules, regulations and published policies of the FCC (together with the Communications Act, the “*Communications Laws*”). The main transmitter site used by Station has not been and will not be impacted by any actions to be taken by owners, lessees or users of such sites in connection with the repack of the 600 MHz spectrum band as authorized by the FCC following the broadcast incentive auction.

7.5 Additional FCC Matters. All reports and filings required to be filed with the FCC by Seller with respect to the Station have been timely filed. All such reports and filings are accurate and complete in all material respects. Seller maintains a public inspection file for the Station as required by FCC rules.

7.6 Taxes. Seller has, in respect of the Station’s business, 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, penalties and interest which have become due pursuant to such returns or pursuant to any assessments which have become payable. As of the time of filing, such returns were true, complete and correct in all material respects. There are no governmental investigations or other legal, administrative, or tax proceedings pending, or to the best of Seller’s knowledge, threatened pursuant to which Seller is or could be made liable for any taxes, penalties, interest, or other charges, the liability for which could extend to Buyer as transferee of the business of the Station, or could result in a Lien on any of the Station Assets, and no event has occurred that could impose on Buyer any transferee liability for any taxes, penalties, or interest due or to become due from Seller.

7.7 Personal Property. Schedule 1.1(b) contains a list of all material items of Tangible Personal Property included in the Station Assets. Seller has good, valid and marketable title to, or valid leasehold interests in the Tangible Personal Property free and clear of Liens other than Permitted Liens. The items of Tangible Personal Property listed on Schedule 1.1(b) are in all material respects in good working condition, ordinary wear and tear excepted, except as listed otherwise on Schedule 1.1(b). Seller has no knowledge of any defect in the condition or operation of any item of Tangible Personal Property which is reasonably likely to have a material adverse effect on the operations of the Station.

7.8 Real Property Leases. Schedule 1.1(c) lists each lease of real property held by Seller and used or held by Seller in operation of the Station (“Real Estate Leases”). Each of the Real Estate Leases is in effect and binding upon Seller and, to Seller’s knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors’ rights generally and general principles of equity). Seller is not in default in any material respect under any Real Estate Lease, and to Seller’s knowledge no other party to any of the Real Estate Lease is or at Closing will be in default thereunder in any material respect, and no event has occurred and is continuing that constitutes or, with notice or the passage of time or both, would (a) constitute a default, violation or breach by Seller in any material respect thereunder, or (b) to Seller’s knowledge, constitute a default, violation or breach by any other party in any material respect thereunder. Seller has provided to Buyer prior to the date of this Agreement true and complete copies of all Real Estate Leases. None of the rights of Seller under any Real Estate Lease is or will be subject to termination or modification as a result of the consummation of the transactions contemplated by this Agreement. The Real Estate Leases provide sufficient access to the Station’s facilities without the need to obtain any other access rights. To Seller’s knowledge, the Real Estate Leases include utilities and other services necessary for the operation of the business of the Station.

7.9 Contracts. Schedule 1.1(c) contains a description of all Contracts (including Real Estate Leases) to be assigned to Buyer hereunder. Each of the Contracts is in effect and is binding upon Seller and, to Seller’s knowledge, such Contracts are binding on the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors’ rights generally). Seller has performed its obligations under each of the Contracts in all material respects, and is not in default thereunder, and to Seller’s knowledge, no other party to any of the Contracts is in default thereunder. Seller has delivered to Buyer true and complete copies of all Contracts. Contracts requiring consent to assignment are marked with an asterisk on Schedule 1.1(c).

7.10 Environmental. To Seller’s knowledge, except as set forth on Schedule 7.10, 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 leaseholds under the Real Property Leases except in accordance with applicable law. To its knowledge, Seller has complied in all material respects with all environmental, health and safety laws applicable to the Station Assets. There are no aboveground or underground storage tanks, whether in use or closed, on or under the leaseholds underlying the Real Property Leases, and no Tangible Personal Property contain PCBs or asbestos in quantities sufficient to mandate the labeling or removal of such PCBs or asbestos in accordance with federal, state or local government environmental standards or to warrant the imposition of any penalty, civil or criminal, against Seller.

7.11 Compliance with Laws. Seller has complied in all material respects with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any federal, state, municipal or other governmental authority that are applicable to the operation of the Station, including, without limitation, the FCC and the Federal Aviation Administration (“FAA”). There is no action, suit or proceeding pending or threatened against Seller in respect of the Station that will subject Buyer to liability or which questions the legality or propriety of the

transactions contemplated by this Agreement. To Seller's knowledge, there are no governmental claims or investigations pending or threatened against Seller in respect of the Station (except those applicable to the broadcasting industry generally).

7.12 No Finder. With the exception of Public Media Company, whose fee shall be paid by Buyer, 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.

7.13 Insurance. Seller maintains insurance policies relating to the Assets against loss, damage, or injury, in amounts customary in the broadcast industry. All of such policies are in full force and effect.

7.14 Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending against, or threatened against, the Station, the Station Assets, or Seller relating to or affecting the Station or Station Assets, nor, to the best of the knowledge of Seller, is there any basis for any such suit, arbitration, administrative charge or other legal proceeding, claim or governmental investigation. Seller has not been operating under or subject to, or in default with respect to, any judgment, order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, agency or instrumentality, foreign or domestic with respect to the Station.

7.15 Qualification. To the best of Seller's knowledge, Seller is qualified under the Communications Act to hold the FCC Licenses.

7.16 No Undisclosed Liabilities. Other than the Buyer Assumed Obligations and other than pursuant to the prorations under Section 3.2, there are no liabilities or obligations with respect to the Station Assets that will be binding upon Buyer after the Closing Date.

7.17 Intangible Property. Except as set forth on Schedule 7.17, (i) to Seller's knowledge, Seller's use of the Intangible Property does not infringe upon any third party rights in any material respect, (ii) no Intangible Property is the subject of any pending, or, to Seller's knowledge, threatened legal proceedings claiming infringement or unauthorized use, and (iii) Seller has not received any written notice that its use of any of the Intangible Property is unauthorized or infringes upon the rights of any other person, and (iv) the Intangible Property includes all material intellectual and intangible property that is owned or licensed by Seller and used in the operation of the Station.

7.18 Financial Information. The financial information attached hereto as Schedule 7.18 has been prepared from the books and records of Seller and fairly presents in all material respects the revenues and operating expenses of the Station for the historical periods reflected therein.

ARTICLE 8 SELLER COVENANTS

8.1 Seller's Covenants. Seller covenants and agrees with respect to the Station that, between the date hereof and Closing, except as permitted by this Agreement, the PSOA or with the prior written consent of Buyer, which shall not be unreasonably withheld, Seller shall:

(a) operate the Station in the ordinary course consistent with past practices and in all material respects in accordance with FCC and FAA rules and regulations and with all other applicable laws, regulations, rules and orders; maintain the FCC Licenses in full force and effect; timely file and prosecute any necessary applications required with respect to the FCC Licenses; keep all Tangible Personal Property in good operating condition (ordinary wear and tear excepted) and repair; and maintain in effect its current casualty and liability insurance on the Station Assets; and

(b) not (i) except as provided for in Section 1.1(b), sell, lease or dispose of or agree to sell, lease or dispose of any of the Station Assets, (ii) create, assume or permit to exist any Liens upon the Station Assets, except for Permitted Liens, (iii) except as provided for in Section 1.1(c), amend or terminate any Contract or enter into any new contracts, (iv) incur any indebtedness (other than the debts listed in Schedule 3.1 or debts to Buyer in accordance with the Loan Agreement); or (v) apply to the FCC for any construction permit that would restrict the present operations of the Station.

(c) at the request of Buyer, file the requisite application to change the call sign of the Station to a call sign selected by Buyer.

8.2 Change of Name. Seller covenants and agrees that no later than five (5) business days following Closing, it shall file appropriate documentation with the New York State Department of State to change the name of Seller.

8.3 Non-Compete Agreement. Seller and its board members shall enter into a Non-Compete Agreement with Buyer substantially in the form of Exhibit B hereto.

8.4 Cash Sweep. On the business day immediately prior to Closing, Seller shall sweep any cash in bank, money market or other accounts used in connection with operations of the Station and use such cash to pay down outstanding obligations of Seller listed on Schedule 3.1.

ARTICLE 9 JOINT COVENANTS

Seller and Buyer hereby covenant and agree that between the date hereof and Closing:

9.1 Cooperation. Subject to express limitations contained elsewhere herein, each party (a) shall cooperate fully with one another in taking any reasonable actions (including without limitation, commercially reasonable actions to obtain the required consent of any governmental instrumentality or any third party) necessary or helpful to accomplish the

transactions contemplated by this Agreement, including but not limited to the prompt satisfaction of any condition to Closing set forth herein, and (b) shall not take any action that conflicts with its obligations hereunder or that causes its representations and warranties to become untrue in any material respect.

9.2 Access. Seller shall afford to Buyer and its advisors, throughout the period prior to the Closing Date, reasonable access to all its documents, records, and properties that relate to the operation of the Station and, during such period, shall furnish as promptly as practicable all other information as may be reasonably requested in furtherance of the transactions contemplated hereunder.

9.3 Control of Stations. Subject to the PSOA, Buyer shall not, directly or indirectly, control, supervise or direct the operations of the Station prior to Closing. Such operations, including complete control and supervision of all programs, employees and policies, shall be the sole responsibility of Seller.

9.4 Consents to Assignment. The parties shall use commercially reasonable efforts to obtain any third-party consents necessary for the assignment of any Contract. To the extent that any Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant hereto shall not constitute an assignment thereof, but to the extent permitted by law shall constitute an equitable assignment and assumption of rights and obligations thereunder, with the conveying party making available to the acquiring party the benefits thereof and the acquiring party performing the obligations thereunder on the conveying party's behalf.

9.5 Public Announcements. Prior to the Closing Date, no party shall, without the approval of the other party hereto (which approval shall not be unreasonably withheld), make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as required upon the filing of the FCC Application or required by any applicable law.

9.6 Notice of Proceedings. Each Party will promptly notify the other party in writing upon: (a) becoming aware of any order or decree or any complaint seeking an order or decree restraining or enjoining the consummation of this Agreement or the transactions contemplated under it; or (b) receiving any notice from any governmental department, court, agency or commission of its intention (i) to institute an investigation into, or institute a suit or proceeding to restrain or enjoin, the consummation of this Agreement or such transactions, or (ii) to nullify or render ineffective this Agreement or such transactions if consummated.

9.7 Confidentiality.

(a) Any and all nonpublic information, disclosures, knowledge or facts regarding either party hereto or its business or properties to which the other party is exposed as a result of the negotiation, preparation or performance of this Agreement shall be confidential and shall not be divulged, disclosed or communicated to any other person, firm, corporation or entity, except for that other party's trustees, directors, officers, employees, attorneys, accountants, investment

bankers, investors and lenders, and their respective attorneys (“*Advisors*”), in order to facilitate this and any related transaction, in all cases on a need-to-know basis for the purpose of consummating the transactions contemplated by this Agreement; *provided however*, that information that is or becomes generally available to the public other than as a result of an unauthorized disclosure by a party or its Advisors or is or becomes available to a party on a non-confidential basis from a source rightfully in possession of the information and which is under no legal, contractual or fiduciary obligation to keep it confidential shall not be covered by this Section 9.7

(b) No news release or other public announcement concerning this Agreement will be made by or on behalf of either party hereto without the prior written approval of the other party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, the parties acknowledge that this Agreement will be filed with the FCC Application and thereby become public.

9.8 Employee Matters.

(a) Buyer may, but is not obligated to, hire any employee of Seller primarily assigned to the Station, as identified on Schedule 9.8 (each a “Station Employee”), on terms and conditions determined by Buyer, in its sole discretion, but consistent with similarly situated employees of Buyer. As soon as practicable after effectiveness of the PSOA, but in any event no later than ten (10) Business Days prior to the Closing Date, Buyer shall notify Seller in writing whether or not Buyer will offer employment to a Station Employee. On or prior to the Closing Date, Buyer shall offer employment, effective as of the Closing Date, to the Station Employees Buyer identified in its notice (the “Continuing Employees”).

(b) Upon Buyer’s request, Seller will use commercially reasonable efforts to make Station Employees available to Buyer to be interviewed.

9.9 Dissolution of Seller. Buyer and Seller will co-operate, and Seller and its officers, directors and trustees will take all actions necessary, to cause the dissolution of Seller as promptly as practicable following the Closing. Buyer’s counsel, at Buyer’s sole cost and expense, will prepare for review and approval by Seller and its counsel all necessary filings with governmental authorities to accomplish such dissolution, and any filing fees or other out-of-pocket costs associated with such dissolution shall be borne solely by Buyer. Such dissolution shall not result in any officer, director, trustee or other representative of Seller becoming liable for any obligations of Seller, including indemnification obligations, under this Agreement or any instrument delivered by Seller pursuant to the terms hereof.

ARTICLE 10 CONDITIONS OF CLOSING BY BUYER

The obligations of Buyer hereunder are subject to the satisfaction, or, at its option, waiver, of each of the following conditions at or prior to Closing:

10.1 Representations, Warranties and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the date hereof and on and as of the Closing Date as if made on and as of that 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 Seller at or prior to Closing shall have been complied with or performed in all material respects. Buyer shall have received a certificate dated as of the Closing Date from Seller, executed by an authorized officer of Seller, to the effect that the conditions set forth in this Section have been satisfied.

10.2 Governmental Consents. The FCC Consent shall have been obtained, and such consent shall have become a Final Order, the AG Approval shall have been obtained, and no court or governmental order prohibiting Closing shall be in effect.

10.3 Adverse Proceedings. No suit, action, claim or governmental proceeding shall be pending or threatened against, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against, any party hereto which: (a) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (b) questions the validity or legality of any transaction contemplated hereby; (c) seeks to enjoin any transaction contemplated hereby; (d) seeks material damages on account of the consummation of any transaction contemplated hereby; or (e) is a petition of bankruptcy by or against Seller, an assignment by Seller for the benefit of its creditors, or other similar proceeding.

10.4 No Material Adverse Effect. There shall not have occurred any event, change or circumstance that has had or which could reasonably be expected to have a Material Adverse Effect. As used herein, "Material Adverse Effect" means any change or effect that is materially adverse to the Station Assets or the operations, business, or financial condition of the Station's business other than any change, effect, event or occurrence resulting from (i) changes in the United States economy in general, (ii) changes in the public broadcasting industry in the United States in general, (iii) any acts of war, sabotage, or terrorism, or any military action or outbreak or hostilities, or the escalation thereof, or (iv) changes resulting from the implementation of the PSOA.

10.5 No Impediments to Buyer's Operation of the Station. There shall not be in effect any law, regulation, policy or circumstance that would prevent Buyer from operating the Station in accordance with the FCC Licenses substantially as it has been operated by Seller.

10.6 Deliveries. Seller shall have complied with its obligations set forth in Section 13.2.

ARTICLE 11

CONDITIONS OF CLOSING BY SELLER

The obligations of Seller hereunder are subject to the satisfaction, or, at its option, waiver, of each of the following conditions at or prior to Closing:

11.1 Representations, Warranties and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the date hereof and on and as of the Closing Date as if made on and as of that 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 Buyer at or prior to Closing shall have been complied with or performed in all material respects. Seller shall have received a certificate dated as of the Closing Date from Buyer, executed by an authorized officer of Buyer, to the effect that the conditions set forth in this Section have been satisfied.

11.2 Governmental Consents. The FCC Consent shall have been obtained, the AG Approval shall have been obtained, and no court or governmental order prohibiting Closing shall be in effect.

11.3 Adverse Proceedings. No suit, action, claim or governmental proceeding shall be pending or threatened against, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against, any party hereto which: (a) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (b) questions the validity or legality of any transaction contemplated hereby; (c) seeks to enjoin any transaction contemplated hereby; or (d) seeks material damages on account of the consummation of any transaction contemplated hereby.

11.4 Deliveries. Buyer shall have complied with its obligations set forth in Section 13.1.

ARTICLE 12 EXPENSES

12.1 Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except that all recordation, transfer and documentary taxes, fees and charges, and any excise, sales use, or other taxes, applicable to the transfer of Station Assets shall be paid one-half by Buyer and one-half by Seller.

ARTICLE 13 DOCUMENTS TO BE DELIVERED AT CLOSING

13.1 Buyer's Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller:

- (i) the certificate described in Section 11.1;
- (ii) such documents and instruments of assumption as may be necessary to assume the Buyer Assumed Obligations; and
- (iii) the Purchase Price

13.2 Seller's Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer:

- (i) the certificate described in Section 10.1; and
- (ii) such bills of sale, assignments, documents of title and other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer and assign the Station Assets to Buyer, free and clear of Liens, except for Permitted Liens;

ARTICLE 14 SURVIVAL; INDEMNIFICATION

14.1 Survival. Unless specifically otherwise stated in this Agreement or any document provided pursuant to this Agreement, the covenants, agreements, representations and warranties in this Agreement shall survive Closing for a period of one year from the Closing Date (the "*Expiration Date*"), except (i) those under this Article 14 that relate to Damages (defined below) for which written notice is given by the indemnified party to the indemnifying party prior to the Expiration Date, which shall survive until resolved; and (ii) under Sections 2.1 (Buyer Assumed Obligations), 2.2 (Seller Retained Obligations), 3.6 (Prorations and Adjustments), 3.7 (Allocation), 9.9 (Dissolution of Seller) and indemnification obligations with respect to such provisions, which shall survive until performed.

14.2 Indemnification.

(a) From and after the Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("*Damages*") incurred by Seller arising out of or resulting from: (i) any material breach by Buyer of its representations and warranties under this Agreement; (ii) any material breach or default by Buyer of its covenants and agreements in this Agreement; or (iii) the Buyer Assumed Obligations or the operation of the Station after Closing.

(b) From and after the Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all Damages incurred by Buyer arising out of or resulting from: (i) any material breach by Seller of its representations and warranties under this Agreement; (ii) any material breach or default by Seller of its covenants and agreements in this Agreement; or (iii) the Seller Retained Obligations or the operation of the Station before Closing.

14.3 Procedures. The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder against the indemnifying party (a "*Claim*"), but a failure to give such notice or delaying such notice shall not affect the indemnified party'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's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced. The

obligations and liabilities of the parties with respect to any Claim shall be subject to the following additional terms and conditions:

(a) The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim.

(b) In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within twenty (20) days after written notice (which shall include sufficient description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding: (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim; and (ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim, or consent to entry of any judgment, which has an admission of civil or criminal liability, or which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the indemnified party of a release from all liability in respect of such Claim; and (iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel or other representatives concerning such Claim and the indemnifying party and the indemnified party and their respective counsel or other representatives shall cooperate in good faith with respect to such Claim.

(d) All claims not disputed shall be paid by the indemnifying party within thirty (30) days after receiving notice of the Claim. "*Disputed Claims*" shall mean claims for Damages by an indemnified party which the indemnifying party objects to in writing within thirty (30) days after receiving notice of the Claim. In the event there is a Disputed Claim with respect to any Damages, the indemnifying party shall be required to pay the indemnified party the amount of such Damages for which the indemnifying party has, pursuant to a final determination, been found liable within ten (10) days after there is a final determination with respect to such Disputed Claim. A final determination of a Disputed Claim shall be (i) a judgment of any court determining the validity of a Disputed Claim, if no appeal is pending from such judgment and if the time to appeal therefrom has elapsed; (ii) an award of any arbitration determining the validity of such disputed claim, if there is not pending any motion to set aside such award and if the time within which to move to set aside such award has elapsed; (iii) a written termination of the dispute with respect to such claim signed by the parties thereto or their attorneys; (iv) a written acknowledgment of the indemnifying party that it no longer disputes the validity of such claim; or (v) such other evidence of final determination of a disputed claim as shall be acceptable to the parties. No undertaking of defense or opposition to a Claim shall be construed as an

acknowledgment by such party that it is liable to the party claiming indemnification with respect to the Claim at issue or other similar Claims.

ARTICLE 15 TERMINATION

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

- (a) by mutual written consent of Buyer and Seller;
- (b) provided that Buyer is not then in material breach of any representation, warranty, or covenant under this Agreement, by written notice of Buyer to Seller if Seller (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by it on the Closing Date, including without limitation, the consummation of the Closing in accordance with the Agreement; or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements under this Agreement and such breach or default is not cured within the Cure Period (defined below);
- (c) provided that Seller is not then in material breach of any representation, warranty, or covenant under this Agreement, by written notice of Seller to Buyer if Buyer (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by it on the Closing Date, including without limitation, the consummation of the Closing in accordance with the Agreement; or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements under this Agreement and such breach or default is not cured within the Cure Period (defined below);
- (d) by written notice of either party to the other if the FCC denies the FCC application or designates it for hearing; or
- (e) by written notice of either party to the other if the Closing has not occurred by twelve (12) months after the last date of publication of the acceptance for filing of the FCC Application;

15.2 Cure Period. The term “*Cure Period*” as used herein means a period commencing the date a party receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) thirty (30) days thereafter or (ii) the Closing Date; *provided, however*, that if the breach or default cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date. Except as set forth herein, the termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Section 9.8 and Article 14 shall survive any termination of this Agreement.

15.3 Remedies.

(a) Upon a termination of this Agreement by Seller due to a breach by Buyer of any of its material obligations under this Agreement, Seller's sole remedy shall be forgiveness by Buyer of Fifty Percent (50%) of the outstanding principal balance under the Loan Agreement, which shall constitute liquidated damages. Seller and Buyer each acknowledges and agrees that these liquidated damages are reasonable in light of the anticipated harm which would be caused by Buyer's breach of any of its material obligations under this Agreement and the difficulty of ascertaining damages and proof of loss and that these damages are not a penalty.

(b) Upon a termination of this Agreement due to a breach by Seller of any of its material obligations under this Agreement, Buyer may seek all rights and remedies that it may have in equity or at law, including specific performance as set forth in Section 15.4.

15.4 Specific Performance. Seller acknowledges that the Station is a unique asset not readily obtainable on the open market and that, in the event that Seller is found by a court of competent jurisdiction to have failed to perform its obligation to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transaction contemplated hereby, Buyer shall be entitled, in addition to any other rights and remedies on account of such failure, to specific performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law, and Buyer shall be entitled to receive from Seller all court costs, attorney's fees and other out-of-pocket expenses incurred by Buyer in enforcing its rights under this provision.

ARTICLE 16 MISCELLANEOUS PROVISIONS

16.1 Casualty Loss. In the event any loss, damage or destruction to the Station Assets exists on the Closing Date, it shall be the responsibility of the Seller to repair or cause to be repaired and to restore the property to its condition prior to any such loss, damage, or destruction. In the event of any such loss, damage, or destruction, the proceeds of any claim for any loss, payable under any insurance policy with respect thereto, shall be used to repair, replace, or restore any such property to its former condition, subject to the conditions stated below. In the event of any such loss or damage, the applicable party shall notify the other thereof in writing immediately. Such notice shall specify with particularity the loss or damage incurred, the cause thereof (if known or reasonably ascertainable), and the insurance coverage. In the event that the property is not completely repaired, replaced or restored on or before the scheduled Closing Date, the Buyer at its option: (a) may elect to postpone Closing until such time as the property has been completely repaired, replaced or restored (and, if necessary, Seller shall join Buyer in requesting from the FCC any extensions of time in which to consummate the Closing that may be required in order to complete such repairs); or (b) may elect to consummate the Closing and accept the property in its then condition, and either require a cash payment or a deduction from the Purchase Price (as applicable) of that amount which Buyer reasonably determines to be sufficient to cover

any remediation costs (net of such insurance proceeds which Seller shall pay to Buyer and the assignment to Buyer of the right to any unpaid proceeds).

16.2 Further Assurances. After the 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 and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby to exchange assets and assume obligations as contemplated by this Agreement.

16.3 Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, and any such assignment without such prior written consent shall be void. No assignment shall relieve the assigning party of any obligation or liability under this 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.

16.4 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 an authorized signatory of the party against whom enforcement of any waiver, amendment, change, extension or discharge is sought.

16.5 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.

16.6 Governing Law; Waiver of Jury Trial. 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. The exclusive forum for the resolution of any disputes arising hereunder shall be the federal or state courts located in New York, New York, and each party (for itself, its successors and assigns, and irrevocably waives the reference of an inconvenient forum to the maintenance of any such action or proceeding. EACH OF BUYER AND SELLER (FOR ITSELF, ITS SUCCESSORS AND ASSIGNS) HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION BEFORE ANY FEDERAL OR STATE COURT RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING ANY COUNTERCLAIM MADE IN SUCH ACTION, AND AGREE THAT ANY SUCH ACTION SHALL BE DECIDED SOLELY BY A JUDGE. Buyer and Seller hereby acknowledge that they have each been represented by counsel in the negotiation, execution and delivery of this Agreement and that their lawyers have fully explained the meaning of the Agreement, including in particular the jury-trial waiver.

16.7 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, or on the day of delivery by 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 Buyer:

WNET
Worldwide Plaza
825 Eighth Avenue, 14th Floor
New York, NY 10019
Attention: Neal Shapiro
Telephone: (212) 560-2000
Facsimile: (212) 560-2001

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

Robert Feinberg, Esq.
Vice President, General Counsel & Secretary
WNET
Worldwide Plaza
825 Eighth Avenue, 14th Floor
New York, NY 10019
Telephone: (212) 560-2000
Facsimile: (212) 560-2001

and:

Sally A. Buckman, Esq.
Lerman Senter PLLC
2001 L Street, NW
Suite 400
Washington, DC 20036
Telephone: (202) 416-6762
Facsimile: (202) 293-7783

if to Seller:

Peconic Public Broadcasting
P.O. Box 1410
Southampton, NY 11969
Attention: Wallace Smith
Telephone: 631-591-7001
Facsimile: 631-591-7080

16.8 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. The parties agree to accept facsimiles, .pdfs of original signatures, or other electronic signatures as original signatures, in accordance with New York's enactment of the Uniform Electronic Transactions Act.

16.9 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.

16.10 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.

16.11 Entire Agreement. This Agreement and any other document executed by the parties pursuant or in connection with this Agreement, embody the final and entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein. Notwithstanding the foregoing, this Agreement does not supersede any confidentiality agreement between or among the parties hereof relating to the Station.

[Signatures on Following Page]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER:

WNET

Acw

By: [Signature]
Name: Neal Shapiro
Title: President, CEO

By: [Signature]
Name: Caroline Croen
Title: VP, CFO & Treasurer

SELLER:

PECONIC PUBLIC BROADCASTING

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER:

WNET

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SELLER:

PECONIC PUBLIC BROADCASTING

By: Wallace A. Smith
Name: WALLACE A SMITH
Title: PRESIDENT/General Manager