

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of January 6, 2018, by and between **ISLAND BROADCASTING, LLC**, a New York limited liability company (“**Seller**”) and **SOUND OF LONG ISLAND, INC.**, a New York corporation (“**Buyer**”).

RECITALS

A. Seller is the licensee of Low Power Television Station WNYZ-LP, New York, New York (FCC Facility ID No. 56043) (the “**Station**”) pursuant to authorizations issued by the Federal Communications Commission (“**FCC**”);

B. Buyer’s majority shareholder is a shareholder of NY Metro Radio Korea, Inc. (“**NY Metro**”), which provides programming for the Station pursuant to that certain Time Brokerage Agreement dated as of November 1, 2016, between Seller and NY Metro (the “**TBA**”); and

C. Pursuant to the terms and conditions set forth in this Agreement, Seller desires to sell and Buyer desires to purchase from Seller certain of the assets used or held for use in the operation of the Station.

AGREEMENT

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

ARTICLE 1: PURCHASE OF ASSETS

1.1 **Station Assets.** On the terms and subject to the conditions hereof, at Closing (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to the following assets and properties of Seller that are used or held for use in the operation of the Station (the “**Station Assets**”):

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

(b) all of Seller’s equipment, transmitters, antennas, cables, fixtures, spare parts and other tangible personal located at the Station’s transmitter site at One Court Square, Long Island City, New York (the “**Transmitter Site**”) identified on **Schedule 1.1(b)** (the “**Tangible Personal Property**”);

(c) the License Agreement dated November 2016, by and between Seller as licensee and Citibank, N.A. (“**Citibank**”) as licensor, with respect to the Transmitter Site, a copy of which is included at **Schedule 1.1(c)** (the “**Citibank Site Agreement**”);

(d) Seller's rights in and to all the files, documents and records (or copies thereof) relating to the operation of the Station, including engineering data and logs, but excluding records relating to Excluded Assets (defined in Section 1.2).

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances (“**Liens**”) except for Assumed Obligations (defined in Section 1.4), liens for taxes not yet due and payable and liens that will be released at or prior to Closing (collectively, “**Permitted Liens**”).

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

(a) all cash and cash equivalents of Seller, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, money market accounts and all such similar accounts or investments;

(b) all intangible personal property of Seller;

(c) all tangible personal property of Seller retired or disposed of between the date of this Agreement and Closing in accordance with Article 4;

(d) all contracts, agreements and leases relating to the Station except for the Citibank Site Agreement;

(e) books and records relating to the organization, existence or ownership of Seller and all records of Seller not relating to the operation of the Station;

(f) all contracts of insurance, all coverages and proceeds thereunder and all rights in connection therewith, including without limitation rights arising from any refunds due with respect to insurance premium payments to the extent related to such insurance policies;

(g) all rights and claims of Seller, whether mature, contingent or otherwise, against third parties with respect to the Station and the Station Assets, to the extent arising during or attributable to any period prior to the Effective Time; and

(h) all deposits and prepaid expenses (and rights arising therefrom or related thereto) including Seller's security deposit under the Citibank Site Agreement.

1.3 Assumption of Obligations. On the Closing Date (defined below), Buyer shall assume the obligations of Seller arising during, or attributable to, any period of time on or after the Closing Date under the FCC Licenses and the Citibank Site Agreement (the “**Assumed Obligations**”). Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of Seller (the “**Retained Obligations**”).

1.4 Purchase Price. In consideration for the sale of the Station Assets to Buyer, the purchase price for the assets shall be the sum of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000.00) by wire transfer of immediately available funds, subject to the terms and adjustment pursuant to Sections 1.5 and 1.6 (the “**Purchase Price**”).

1.5 Payment of Purchase Price. No later than one business day after the date hereof, Buyer shall make a down payment of Two Hundred Thousand Dollars (\$200,000.00) by wire transfer of immediately available funds to Seller’s account. At Closing, Buyer shall pay the balance of the Purchase Price (One Million Five Hundred Fifty Thousand Dollars; \$1,550,000.00) by wire transfer of immediately available funds to Seller’s account, subject to adjustments and prorations referenced in Section 1.6.

1.6 Prorations and Adjustments. All prepaid and deferred income and expenses relating to the Station Assets and arising from the operation of the Station shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles (“**GAAP**”) as of 11:59 p.m. on the Closing Date (the “**Effective Time**”). Such prorations shall include without limitation all ad valorem, real estate and other property taxes (except transfer taxes as provided by Section 11.1), utility expenses, license fees and other amounts under the Citibank Site Agreement and similar prepaid and deferred items. Seller shall receive a credit for all deposits and prepaid expenses related to the Transmitter Site and the Station’s transmitting equipment located there, including a security deposit in the amount of \$24,000.00 held by Citibank under the terms of the Citibank Site Agreement. Prorations and adjustments shall be made at Closing, if practicable, but no later than ninety (90) calendar days after Closing.

1.7 Allocation. Each of Buyer and Seller shall allocate the Purchase Price for tax purposes in accordance with the respective fair market values of the Station Assets being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the “**Code**”). Each of Buyer and Seller shall file a tax return reflecting its allocation as and when required under the Code.

1.8 Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the “**Closing**”) shall take place as soon as practicable after the date on which the FCC Consent (defined in Section 1.9) has been issued, provided that the Closing shall take place no later than three (3) business days after that date.

1.9 FCC Consent. Within two (2) business days of the date of this Agreement, Buyer and Seller shall file an application with the FCC (the “**FCC Application**”) requesting FCC consent to the assignment of the FCC Licenses to Buyer. FCC consent to the FCC Application without any material adverse conditions other than those of general applicability is referred to herein as the “**FCC Consent**”. Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation and prosecution of any governmental filing hereunder.

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller makes the following representations and warranties to Buyer:

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

2.2 Authorization. The execution, delivery and performance of this Agreement and the Seller Ancillary Agreements by Seller have been 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 made by Seller will be, a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors’ rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3 No Conflicts. Except for the FCC Consent and consents to assign the Citibank Site Agreement as set forth in *Schedule 1.1(c)*, the execution, delivery and performance by Seller of this Agreement and the Seller Ancillary Agreements and the consummation by Seller of any of the transactions contemplated hereby does not conflict with any organizational documents of Seller or any other contract or agreement to which Seller is a party or by which it is bound, or any law, judgment, order, or decree to which Seller is subject, or require the consent or approval of, or a filing by Seller with, any governmental or regulatory authority or any third party.

2.4 FCC Licenses. Except as set forth on *Schedule 1.1(a)*:

Seller is the holder of the FCC Licenses described on *Schedule 1.1(a)*, which are all of the licenses, permits and authorizations required for the present operation of the Station. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending, or, to Seller’s knowledge, threatened, any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability). There is not issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against the Station or against Seller with respect to the Station that could result in any such action. The Station is operating in compliance in all material respects with the FCC Licenses, the Communications Act of 1934, as amended (the “**Communications Act**”), and the rules, regulations and policies of the FCC. All material 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.

2.5 Taxes. Seller has, in respect of the Station’s business, filed all 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.

2.6 Personal Property. *Schedule 1.1(b)* contains a list of all items of Tangible Personal Property included in the Station Assets. Seller has good and marketable title to the Tangible Personal Property free and clear of Liens other than Permitted Liens. Except as set forth on *Schedule 1.1(b)*, all items of Tangible Personal Property are in good operating condition, ordinary wear and tear excepted.

2.7 Real Property. *Schedule 1.1(c)* includes a description of the real property subject to the Citibank Site Agreement. To Seller's knowledge, the real property subject to the Citibank Site Agreement is not subject to any suit for condemnation or other taking by any public authority.

2.8 Citibank Site Agreement. The Citibank Site Agreement is in effect and is binding upon Seller and Citibank (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 the Citibank Site Agreement and is not in default thereunder, and to Seller's knowledge, Citibank is not in default thereunder.

2.9 Environmental. To the knowledge of Seller, 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 subject to the Citibank Site Agreement. Seller has complied in all material respects with all environmental, health and safety laws applicable to the Station.

2.10 Insurance. Seller maintains insurance policies or other arrangements with respect to the Station and the Station Assets, and will maintain such policies or arrangements until the Effective Time.

2.11 Compliance with Law. Except as set forth on *Schedule 1.1(a)*, Seller has complied in all material respects with all laws, rules and regulations, including without limitation all FCC and Federal Aviation Administration rules and regulations applicable to the operation of the Station, and all decrees and orders of any court or governmental authority which are applicable to the operation of the Station, and to Seller's knowledge, there are no governmental claims or investigations pending or threatened against Seller in respect of the Station except those affecting the industry generally.

2.12 Litigation. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Station that will subject Buyer to liability or which will affect Seller's ability to perform its obligations under this Agreement. Seller is not operating under or subject to any order, writ, injunction or decree relating to the Station or the Station Assets of any court or governmental authority which would have a material adverse effect on the condition of the Station or any of the Station Assets, or any effect on the ability of Seller to enter into this Agreement or consummate the transactions contemplated hereby, other than those of general applicability.

2.13 No Undisclosed Liabilities. There are no liabilities or obligations of Seller with respect to the Station that will be binding upon Buyer after the Effective Time other than the Assumed Obligations and other than pursuant to the pro-rations under Section 1.6.

2.14 Station Assets. The Station Assets include all assets that are owned or leased by Seller and used or held for use in the operation of the Station in all material respects as currently operated, except for the Excluded Assets.

2.15 Commission or Fee. Seller has not engaged any broker or incurred any commission or fee or similar payment obligation in connection with this Agreement.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller:

3.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of New York. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the “**Buyer Ancillary Agreements**”) and to consummate the transactions contemplated hereby.

3.2 Authorization. The execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer. This Agreement is, and each Buyer Ancillary Agreement when made by Buyer will be, a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors’ rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3 No Conflicts. Except as set forth in *Schedule 3.3*, the execution, delivery and performance by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of any of the transactions contemplated hereby does not conflict with any organizational documents of Buyer, any contract or agreement to which Buyer is a party or by which it is bound, or any law, judgment, order or decree to which Buyer is subject, or require the consent or approval of, or a filing by Buyer with, any governmental or regulatory authority or any third party.

3.4 Litigation. There is no action, suit or proceeding pending or, to Buyer’s knowledge, threatened against Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or could affect the ability of Buyer to perform its obligations hereunder.

3.5 Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Act and the rules, regulations and policies of the FCC. There are no facts that would, under existing law and the

existing rules, regulations, policies and procedures of the FCC, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Station. No waiver of or exemption from any FCC rule or policy is necessary for the FCC Consent to be obtained. There are no matters known to Buyer which might reasonably be expected to result in the FCC's denial or delay of approval of the FCC Application.

3.6 Commission or Fee. Buyer has not engaged any broker or incurred any commission or fee or similar payment obligation in connection with this Agreement.

ARTICLE 4: SELLER COVENANTS

4.1 Seller's Covenants. Between the date hereof and Closing, except as permitted by this Agreement or with the prior written consent of Buyer, which shall not be unreasonably withheld, delayed or conditioned, Seller shall:

(a) operate the Station in the ordinary course of business pursuant to the terms of the TBA and in all material respects in accordance with FCC rules and regulations and with all other applicable laws, regulations, rules and orders;

(b) not materially adversely modify, and in all material respects maintain in full force and effect, the FCC Licenses;

(c) not sell, lease or dispose of or agree to sell, lease or dispose of any of the Station Assets unless replaced with similar items of substantially equal or greater value and utility, or create, assume or permit to exist any Liens upon the Station Assets, except for Permitted Liens;

(d) maintain the Tangible Personal Property in their current condition and repair, reasonable wear and tear excepted, and maintain adequate and usual supplies of office supplies, spare parts and other materials as have been customarily maintained in the past;

(e) upon reasonable notice, give Buyer and its representatives reasonable access during normal business hours to the Station Assets, and furnish Buyer with information relating to the Station Assets that Buyer may reasonably request, provided that such access rights shall not be exercised in a manner that interferes with the operation of the Station;

(f) not amend or terminate the Citibank Site Agreement; and

(g) not enter into any new Station contracts that would be binding upon Buyer, or amend any existing Station contracts to make them binding upon Buyer.

4.2 Notwithstanding the provisions of Section 4.1, Seller agrees that the requisite consent of Buyer shall be at Buyer's sole discretion with respect to the following matters: (i) Seller's creation of any Liens on the Station Assets other than Permitted Liens, and (ii) any non-compliance with Section 4.1(f) regarding Seller's amendment of the Citibank Site Agreement.

ARTICLE 5: JOINT COVENANTS

Buyer and Seller hereby covenant and agree as follows:

5.1 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except the parties' representatives and lenders and the FCC, if required, for the purpose of consummating the transaction contemplated by this Agreement.

5.2 Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement and the terms hereof will be filed with the FCC Application and thereby become public.

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

5.4 FCC Application. Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible. Buyer and Seller each shall oppose any petitions to deny or other objections filed with respect to the FCC Applications to the extent such petition or objection relates to such party.

5.5 Risk of Loss.

(a) Seller shall bear the risk of any loss of or damage to any of the Station Assets at all times until the Effective Time, and Buyer shall bear the risk of any such loss or damage thereafter.

(b) If prior to the Effective Time any item of Tangible Personal Property is damaged or destroyed or otherwise not in the condition described in Section 2.6 in any material respect, then:

(i) Seller shall use commercially reasonable efforts to repair or replace such item in the ordinary course of business; and

(ii) if such repair or replacement is not completed prior to Closing, then the parties shall proceed to Closing (with Seller's representations and warranties deemed modified to take into account any such condition) and Seller shall promptly repair or replace such item in all material respects after Closing (and Buyer will provide Seller access and any other reasonable assistance requested by Seller with respect to such obligation), except that if such damage or destruction materially disrupts Station operations, then Buyer may postpone Closing until the date five (5) business days after operations are restored in all material respects, subject to Section 10.1.

(c) If prior to Closing the Station is off the air or operating at a power level that results in a reduction in coverage (a “**Broadcast Interruption**”), then Seller shall use commercially reasonable efforts to return the Station to the air and restore prior coverage as promptly as possible in the ordinary course of business. Notwithstanding anything herein to the contrary, if prior to Closing there is a Broadcast Interruption in excess of four (4) hours that results in a material reduction in coverage, then Buyer may postpone Closing until the date ten (10) business days after the Station returns to the air and prior coverage is restored in all material respects, subject to Section 10.1.

5.6 Consent. The parties shall use commercially reasonable efforts to obtain Citibank’s consent to the assignment of the Citibank Site Agreement from Seller to Buyer. To the extent that the consent of Citibank to the assignment of the Citibank Site Agreement is not obtained prior to Closing, this Agreement and any assignment executed pursuant to this Agreement shall not constitute an assignment of the Citibank Site Agreement; provided, however, Seller and Buyer shall cooperate to the extent feasible in effecting a lawful and commercially reasonable arrangement under which Buyer shall receive the benefits under the Citibank Site Agreement from and after Closing, and to the extent of the benefits received, Buyer shall pay and perform Seller’s obligations arising under the Citibank Site Agreement from and after Closing in accordance with its terms.

5.7 FCC Compliance. If after Closing the FCC Consent is reversed or otherwise set aside, and there is a Final order of the FCC (or court of competent jurisdiction) requiring the re-assignment of the FCC Licenses to Seller, then the purchase and sale of the Station Assets shall be rescinded. In such event, Buyer shall reconvey to Seller the Station Assets free and clear of Liens other than Permitted Liens, and Seller shall repay to Buyer the Purchase Price and reassume the Citibank Site Agreement. Any such rescission shall be consummated on a mutually agreeable date within thirty days of such Final order (or, if earlier, within the time required by such order). In connection therewith, Buyer and Seller shall each execute such documents (including execution by Buyer of instruments of conveyance of the Station Assets to Seller and execution by Seller of instruments of assumption of the Citibank Site Agreement) and make such payments (including repayment by Seller to Buyer of the Purchase Price) as are necessary to give effect to such rescission.

5.8 FCC Inspection. Buyer shall have the right to inspect the facilities of the Station at a time prior to Closing to be mutually agreed upon with Seller. If Buyer finds that the Tangible Personal Property is not in good operating condition, ordinary wear and tear excepted, as provided in Section 2.6 of this Agreement, or not in material compliance with the FCC Licenses, the Communications Act and other rules and policies of the FCC as provided in Section 2.4, Seller shall make the necessary repairs and adjustment at its expense. If Seller disagrees with any of Buyer’s statements concerning the condition of the Tangible Personal Property and/or the operation of the Station, a consulting engineer chosen jointly Seller and Buyer shall be the final arbiter of any disagreements.

ARTICLE 6: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

6.1 Representations and Covenants.

(a) The representations and warranties of Buyer 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.

(b) 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.

(c) 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 Sections 6.1(a) and (b) have been satisfied.

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

6.3 FCC Authorization. The FCC Consent shall have been obtained.

6.4 Deliveries. Buyer shall have complied with its obligations set forth in Section 8.2.

ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

7.1 Representations and Covenants.

(a) The representations and warranties of Seller 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.

(b) 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.

(c) Buyer shall have received a certificate dated as of the Closing Date from Seller executed by the manager of Seller to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied.

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

7.3 FCC Authorization. The FCC Consent shall have been obtained.

7.4 Deliveries. Seller shall have complied with its obligations set forth in Section 8.1.

ARTICLE 8: CLOSING DELIVERIES

8.1 Seller Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer:

- (i) the certificate described in Section 7.1(c);
- (ii) an assignment of FCC authorizations assigning the FCC Licenses from Seller to Buyer;
- (iii) an assignment and assumption of license agreement assigning the Citibank Site Agreement from Seller to Buyer;
- (iv) a bill of sale conveying the other Station Assets from Seller to Buyer; and
- (v) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets from Seller to Buyer, free and clear of Liens, except for Permitted Liens.

8.2 Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller:

- (i) the Purchase Price in accordance with Section 1.5 hereof;
- (ii) the certificate described in Section 6.1(c);
- (iii) an assignment and assumption of license agreement assuming the Citibank Site Agreement; and
- (iv) such other documents and instruments of assumption that may be necessary to assume the Assumed Obligations.

ARTICLE 9: SURVIVAL; INDEMNIFICATION

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

9.2 Indemnification.

- (a) Subject to Section 9.2(b), from and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages,

liabilities and expenses, including reasonable attorneys' fees and expenses ("**Damages**") incurred by Buyer arising out of or resulting from:

- (i) any breach by Seller of its representations and warranties made under this Agreement; or
- (ii) any default by Seller of any covenant or agreement made under this Agreement; or
- (iii) the Retained Obligations.

(b) Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Seller shall have no liability to Buyer under clause (i) of Section 9.2(a) until Buyer's aggregate Damages exceed an amount equal to \$10,000, after which such threshold amount shall be included in, and not excluded from, any calculation of Damages, and (ii) the maximum aggregate liability of Seller under clause (i) of Section 9.2(a) shall be an amount equal to the Purchase Price.

(c) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from:

- (i) any breach by Buyer of its representations and warranties made under this Agreement; or
- (ii) any default by Buyer of any covenant or agreement made under this Agreement; or
- (iii) the Assumed Obligations; or
- (iv) the business or operation of the Station after the Effective Time.

9.3 Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties that is subject to indemnification hereunder (a "**Claim**"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced and provided that such notice is given within the time period described in Section 9.1.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel selected by it. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's cost (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;
 - (ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim;
 - (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 concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim; and
 - (iv) neither party shall have any liability to the other under any circumstances for special, indirect, consequential, punitive or exemplary damages or lost profits or similar damages of any kind, whether or not foreseeable.
- (d) After Closing, all claims for breach of representations or warranties under this Agreement shall be subject to the limitations set forth in Section 9.2(b).

ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. Subject to Section 10.3, this Agreement may be terminated prior to Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period (defined below);
- (c) by written notice of Seller to Buyer if (i) Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period, or (ii) NY Metro defaults in the performance of its mutual covenants contained in the TBA and any such default is material in the context of the transaction contemplated hereby and such is not cured within the cure period for such default set forth in the TBA; provided, however, that the Cure Period shall not apply to Buyer's obligations to make the Down Payment and to pay the adjusted balance of the Purchase Price at Closing; or
- (d) by written notice of Seller to Buyer or Buyer to Seller if Closing does not occur by the date nine (9) months after the date of this Agreement through no fault of either party hereto.

10.2 Cure Period. Each party shall give the other party prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "**Cure Period**" as used herein means a period commencing on the date Buyer or Seller receives from

the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty (20) calendar days thereafter or (ii) the Closing Date determined under Section 1.8; provided, however, that if the breach or default is non-monetary and 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.

10.3 Survival. Except as provided by Section 10.5, 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, Sections 5.1 (Confidentiality) and 11.1 (Expenses) shall survive any termination of this Agreement.

10.4 Specific Performance. In the event of failure or threatened failure by either party to comply with the terms of this Agreement, the other party shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement. Notwithstanding the foregoing, if prior to Closing a condition described in Section 10.1(c) exists, then Seller's sole remedy for Buyer's breach of this Agreement (or NY Metro's material default under the TBA) shall be termination of this Agreement and receipt of the liquidated damages amount pursuant to Section 10.5.

10.5 Liquidated Damages. Buyer and Seller agree that if the transaction contemplated herein fails to close due to Seller's termination under Section 10.1(c), and the termination is due to NY Metro's monetary default under the TBA, Seller's sole and exclusive remedy shall be the right to retain the entire Down Payment (\$200,000) as liquidated damages. If the transaction fails to close due to Seller's termination for any other reason under Section 10.1(c), Seller shall have the right to retain \$175,000.00 from the Down Payment as liquidated damages, and shall return \$25,000.00 to Buyer by wire transfer of immediately available funds within three (3) business days after the termination of this Agreement. Buyer and Seller also agree that if the transaction contemplated herein fails to close due to Buyer's termination for any reason under Section 10.1(b), Seller agrees to pay Buyer \$175,000.00 by wire transfer of immediately available funds within three (3) business days after termination of this Agreement. The parties acknowledge and agree that each amount of liquidated damages referenced above is not a penalty and is reasonable in light of substantial but indeterminate harm anticipated to be caused by Seller's breach or Buyer's breach (or NY Metro's breach, as the case may be) and agree that the amount of actual loss caused thereby is incapable of precise estimation and that Seller would not have a convenient and adequate alternative to liquidated damages hereunder.

ARTICLE 11: MISCELLANEOUS

11.1 Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. The filing fee for the FCC Application shall be paid one-half by Buyer and one-half by Seller. All governmental taxes, fees and charges applicable to the transfer of the Station Assets under this Agreement shall be paid one-half by Buyer and one-half by Seller. Each party is responsible for any commission, brokerage fee, advisory fee or other

11.5 Amendments. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

11.6 Entire Agreement; Limitation on Representations, Warranties. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof, except any confidentiality agreement among the parties with respect to the Station, which shall remain in full force and effect. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth elsewhere in this Agreement. Without limiting the generality of the foregoing, Seller makes no representation or warranty to Buyer with respect to any projections, budgets or other estimates of the Station's revenues, expenses or results of operations. Nor does Seller make any representation or warranty to Buyer with respect to the ongoing availability of the digital low power television facilities authorized for the Station in FCC Construction Permit File No. BDFCDVL-20150120AIE.

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

11.8 No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

11.9 Time Is of the Essence. Time is of the essence in the performance of this Agreement.

11.10 Governing Law. 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 prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

11.11 Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. The Parties agree that the exchange of executed copies of this Agreement by email shall be legal and binding, and shall have the same force and effect as if an original executed copy of this Agreement had been delivered. Notwithstanding the foregoing, the Parties agree to exchange original executed copies of this Agreement as soon as practicable after the date hereof.

[SIGNATURE PAGE FOLLOWS]₁₃₆₃₄₆₀₁

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER: SOUND OF LONG ISLAND, INC.

By: 
Name: Young D. Kwon
Title: President

SELLER: ISLAND BROADCASTING LLC

By: _____
Name: Steve Roman
Title: Manager

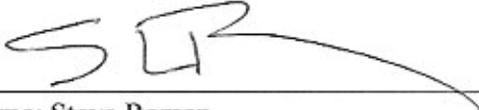
SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER: SOUND OF LONG ISLAND, INC.

By: _____
Name: Young D. Kwon
Title: President

SELLER: ISLAND BROADCASTING LLC

By:  _____ 1/6/18
Name: Steve Roman
Title: Manager

SCHEDULES

Schedule 1.1(a) – FCC Licenses

Schedule 1.1(b) – Tangible Personal Property

Schedule 1.1(c) – Citibank License Agreement