

ASSET PURCHASE AGREEMENT

Dated as of November 27, 2019

among

NRJ TV LLC

NRJ TV II LLC

NRJ TV IV LLC

and

NRJ TV VI LLC

and

RNN NATIONAL, LLC

TABLE OF CONTENTS

ARTICLE I DEFINITIONS 1

SECTION 1.01 Definitions..... 1

SECTION 1.02 Cross Reference Table 9

SECTION 1.03 Terms Generally; Interpretation..... 11

ARTICLE II PURCHASE AND SALE 12

SECTION 2.01 Purchase and Sale 12

SECTION 2.02 Excluded Assets 13

SECTION 2.03 Assumed Liabilities 15

SECTION 2.04 Excluded Liabilities 15

SECTION 2.05 Assignment of Contracts and Rights..... 16

SECTION 2.06 Purchase Price 17

SECTION 2.07 Escrow..... 17

SECTION 2.08 Closing 18

SECTION 2.09 General Proration. 19

SECTION 2.10 Multi-Station Contracts..... 22

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER 23

SECTION 3.01 Corporate Existence and Power 23

SECTION 3.02 Corporate Authorization; Voting Requirements. 23

SECTION 3.03 Governmental Authorization 24

SECTION 3.04 Noncontravention..... 24

SECTION 3.05 Contracts. 24

SECTION 3.06 Intangible Property..... 27

SECTION 3.07 Real Property. 27

SECTION 3.08 Financial Information..... 28

SECTION 3.09 Absence of Certain Changes or Events..... 29

SECTION 3.10 Litigation..... 30

SECTION 3.11 Compliance with Laws 30

SECTION 3.12 FCC Matters; Qualifications. 31

SECTION 3.13 Cable and Satellite Matters 31

SECTION 3.14	Employees; Labor Matters.....	32
SECTION 3.15	Employee Benefit Plans.....	33
SECTION 3.16	Environmental Matters.....	34
SECTION 3.17	Equipment.....	35
SECTION 3.18	Brokers.....	35
SECTION 3.19	Taxes.....	35
SECTION 3.20	Purchased Assets.....	36
SECTION 3.21	Related Party Transactions.....	36
SECTION 3.22	Insurance.....	36
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER.....		37
SECTION 4.01	Existence and Power.....	37
SECTION 4.02	Corporate Authorization.....	37
SECTION 4.03	Governmental Authorization.....	37
SECTION 4.04	Noncontravention.....	37
SECTION 4.05	Absence of Litigation.....	38
SECTION 4.06	FCC Qualifications.....	38
SECTION 4.07	Brokers.....	38
SECTION 4.08	Financing.....	38
SECTION 4.09	Projections and Other Information.....	38
SECTION 4.10	Solvency.....	39
ARTICLE V COVENANTS OF SELLER.....		39
SECTION 5.01	Operations Pending Closing.....	39
SECTION 5.02	Access to Information.....	42
SECTION 5.03	Risk of Loss.....	43
SECTION 5.04	No Negotiation.....	43
SECTION 5.05	Non-Solicitation; Non-Disparagement.....	43
ARTICLE VI COVENANTS OF BUYER.....		44
SECTION 6.01	Reserved.....	44
SECTION 6.02	Accounts Receivable.....	44
SECTION 6.03	Termination of Rights to the Names and Marks.....	45

SECTION 6.04	Insurance Policies	46
ARTICLE VII COVENANTS OF BUYER AND SELLER.....		46
SECTION 7.01	Governmental Consents.....	46
SECTION 7.02	Confidentiality	47
SECTION 7.03	Control Prior to Closing.....	47
SECTION 7.04	Public Announcements	48
SECTION 7.05	Notices of Certain Events	48
SECTION 7.06	Retention of Records; Post-Closing Access to Records.	48
SECTION 7.07	Cooperation in Litigation.....	49
SECTION 7.08	Repack.....	49
SECTION 7.09	Mail; Misallocated Assets.....	50
ARTICLE VIII EMPLOYEE AND BENEFIT MATTERS.....		51
SECTION 8.01	Employment.....	51
SECTION 8.02	Savings Plan.....	52
SECTION 8.03	Employee Welfare Plans.....	52
SECTION 8.04	Vacation	52
SECTION 8.05	Sick Leave.....	53
SECTION 8.06	Bonuses and Commissions	53
SECTION 8.07	No Further Rights	53
SECTION 8.08	Flexible Spending Plan	53
SECTION 8.09	Payroll Matters.....	54
SECTION 8.10	WARN Act.....	54
SECTION 8.11	COBRA.....	54
ARTICLE IX TAX MATTERS.....		55
SECTION 9.01	Bulk Sales	55
SECTION 9.02	Transfer Taxes	55
SECTION 9.03	FIRPTA Certificate.....	55
SECTION 9.04	Taxpayer Identification Numbers	55
SECTION 9.05	Taxes and Tax Returns.....	55
SECTION 9.06	Purchase Price Allocation.....	55

ARTICLE X CONDITIONS TO CLOSING.....	56
SECTION 10.01 Conditions to Obligations of Buyer and Seller	56
SECTION 10.02 Conditions to Obligations of Seller	56
SECTION 10.03 Conditions to Obligations of Buyer	57
ARTICLE XI TERMINATION.....	58
SECTION 11.01 Termination.....	58
SECTION 11.02 Effect of Termination.....	60
ARTICLE XII SURVIVAL; INDEMNIFICATION.....	61
SECTION 12.01 Survival.....	61
SECTION 12.02 Indemnification by Buyer.	61
SECTION 12.03 Indemnification by Seller.....	62
SECTION 12.04 Notification of Claims.....	63
SECTION 12.05 Net Losses; Subrogation; Mitigation; Materiality.	64
SECTION 12.06 Computation of Indemnifiable Losses	65
SECTION 12.07 Exclusive Remedies	65
SECTION 12.08 Treatment of Indemnity Benefits	66
ARTICLE XIII GENERAL PROVISIONS.....	66
SECTION 13.01 Expenses	66
SECTION 13.02 Notices	66
SECTION 13.03 Headings	67
SECTION 13.04 Severability	67
SECTION 13.05 Entire Agreement	67
SECTION 13.06 Successors and Assigns.....	67
SECTION 13.07 No Recourse.....	68
SECTION 13.08 No Third-Party Beneficiaries	68
SECTION 13.09 Amendments and Waivers.	68
SECTION 13.10 Governing Law; Consent to Jurisdiction.	68
SECTION 13.11 Specific Performance	69
SECTION 13.12 WAIVER OF JURY TRIAL.....	69
SECTION 13.13 Counterparts	69

SECTION 13.14	No Presumption	70
SECTION 13.15	Disclosure Schedules.	70
SECTION 13.16	Disclaimer	70
SECTION 13.17	Further Assurances.....	71
SECTION 13.18	Guarantee	71

EXHIBITS

Indemnity Escrow Agreement	Exhibit A
FCC Licenses Assignment	Exhibit B
Bill of Sale and Assignment	Exhibit C
Assignment of Intangible Property	Exhibit D
Assignment and Assumption Agreement	Exhibit E
Assignment and Assumption of Leases	Exhibit F

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “*Agreement*”) is made as of the 27th day of November, 2019, by and among (i) **NRJ TV LLC**, a Delaware limited liability company (“*NRJ TV*”), (ii) **NRJ TV II LLC**, a Delaware limited liability company (“*NRJ TV II*”), (iii) **NRJ TV IV LLC**, a Delaware limited liability company (“*NRJ TV IV*”) and (iv) **NRJ TV VI LLC**, a Delaware limited liability company (“*NRJ TV VI*” and together with NRJ TV, NRJ TV II, and NRJ TV IV, the “*Holdcos*”), (v) those certain **NRJ OpCos**, as named and defined herein, (vi) those certain **NRJ Licensees**, as named and defined herein, (together with the NRJ OpCos, and the Holdcos collectively “*Seller*” and each a “*Seller Entity*”), and (vii) RNN National, LLC, a Delaware limited liability company (“*Buyer*”).

RECITALS

WHEREAS, Seller owns and operates the following television broadcast stations, in each case together with such translator stations that are licensed to Seller (each, a “*Station*” and collectively, the “*Stations*”), pursuant to certain authorizations issued by the Federal Communications Commission (the “*FCC*”) to the NRJ Licensees:

WMFP(TV), Foxborough, Massachusetts	(Facility ID # 41436)
KFWD(TV), Fort Worth, Texas	(Facility ID # 29015)
KIKU(TV), Honolulu, Hawaii	(Facility ID # 34527)
KUBE-TV, Baytown, Texas	(Facility ID # 70492)
KSCI(TV), Long Beach, California	(Facility ID # 35608)
WTVE(TV), Willow Grove, Pennsylvania	(Facility ID # 55305)
WPHY-CD, Trenton, New Jersey	(Facility ID # 74464)
KCNS(TV), San Francisco, California	(Facility ID # 71586)

WHEREAS, pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell, assign and transfer to Buyer and Buyer desires to purchase, accept and assume from Seller the Purchased Assets and the Assumed Liabilities (each as defined below); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be derived from this Agreement, Buyer and Seller hereby agree as follows:

**Article I
DEFINITIONS**

SECTION 1.01 Definitions. As used in this Agreement, the following terms shall have the following meanings:

“**Accounting Firm**” means (a) an independent certified public accounting firm in the United States of national recognition mutually acceptable to Seller and Buyer or (b) if Seller and Buyer are unable to agree upon such a firm, then the regular independent auditors for Seller and

Buyer shall mutually agree upon a third independent certified public accounting firm, in which event, “**Accounting Firm**” shall mean such third firm.

“**Accounts Receivable**” means all accounts receivable (other than accounts receivable relating to Tradeout Agreements or film and program barter agreements), all rights to receive payments under any notes, bonds and other evidences of indebtedness, all other rights to receive payments, arising out of sales occurring in the conduct of the Business prior to the Effective Time for services performed (e.g., the actual broadcast of commercials sold or block programming sold) or delivered by the Business prior to the Effective Time, and all rights to receive reimbursement from the FCC’s Repack Fund for NRJ Licensee’s repack expenditures made prior to the Effective Time.

“**Action**” means any claim, action, suit, arbitration or proceeding by or before any Governmental Authority.

“**ADP Employee Plan**” means each Employee Plan sponsored or maintained by ADP TotalSource, Inc. or its Affiliates.

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under common Control with such other Person.

“**Ancillary Agreements**” means the Indemnity Escrow Agreement, and any other certificate, agreement, document or other instrument to be executed and delivered in connection with the transactions contemplated by this Agreement.

“**Balance Sheet Date**” means December 31, 2018.

“**Business**” means the conduct and operation of the Stations (taken as a collective group and not on an individual basis).

“**Business Day**” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed (or actually closed) in the City of New York.

“**Cash and Cash Equivalents**” means those items which are required by GAAP to be included as “cash” or “cash equivalents” on the Business Financial Statements as of the Effective Time.

“**Channel Sharing Agreements**” means those executed agreements between Seller and a third party governing the use of a shared television channel as set forth in 47 C.F.R. §73.3700(a)(5) and each other agreement of Seller regarding the ownership, use, operation, or disposition of spectrum, Equipment or Facilities related to such a shared television channel.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Communications Laws**” means collectively, the Communications Act of 1934, as amended, and the rules and regulations promulgated by the FCC thereunder, in each case as in effect from time to time.

“Confidentiality Agreement” means the non-disclosure agreement between RNN-TV Development Co., LLC and Seller, dated as of October 9, 2019.

“Contracts” means contracts, agreements, leases, non-governmental licenses, sales and purchase orders, notes, bonds, indentures, and other agreements (including Leases, Real Property Leases, Tower Leases and employment agreements), written or oral (in each case, including any amendments or modifications thereto).

“Control” means, as to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms **“Controlled”** and **“Controlling”** shall have a correlative meaning.

“Copyrights” means all copyrights and copyright applications and registrations therefor used by Seller in connection with the operation of any Station or the Business.

“Dallas Master Control Facility” means Seller’s master control facility located in Carrollton, Texas which serves the Stations located in Dallas/Fort Worth, Houston, Boston and Philadelphia and also serves WZME(TV), licensed to Bridgeport, Connecticut and operating in the New York DMA.

“DMA” means the Nielsen Designated Market Area.

“Effective Time” means 12:01 a.m., New York City time, on the Closing Date.

“Employee Plan” means any (a) employee benefit plan (as defined in Section 3(3) of ERISA, whether or not subject to ERISA); (b) any retirement, pension, deferred compensation, severance, retention, profit sharing, fringe benefit, vacation, paid time off, supplemental unemployment, supplemental or excess benefit, savings, group health, dental, life insurance, disability or cafeteria plan, policy or arrangement; (c) any equity or equity-based compensation plan or arrangement; (d) any bonus or incentive plan, policy or arrangement; (e) any employment, consulting, severance or termination agreements, policies or arrangements; or (f) any other employee benefit plan, program or arrangement; in each case, (i) maintained, sponsored, or contributed to or required to be maintained, sponsored or contributed to by Seller or any of its Affiliates for the benefit of any current Employee or former Employee, or (ii) pursuant to which the Seller or any of its Affiliates could have any direct or indirect liability with respect to any current Employee or former Employee.

“Employees” means the full-time, part-time and per diem employees employed by Seller and engaged exclusively in the Business, other than those employees of Seller set forth on Disclosure Schedule Section 1.01(a).

“Environmental Laws” means any applicable Law relating to (a) Releases or threatened Releases of Hazardous Materials; (b) the use, treatment, storage, disposal, handling, discharging or shipment of Hazardous Material; (c) the regulation of storage tanks; or (d) otherwise relating to pollution or protection of human health, occupational safety and the environment.

“Equipment” means all machinery, equipment, computers, motor vehicles, furniture, fixtures, furnishings, towers, antennas, transmitters, tools, toolings, parts, blank films and tapes and other items of tangible personal property owned or leased by Seller and located at or used in connection with the operation of any Station or the Business (other than such items that are no longer in use at the Stations as a result of obsolescence) including the Dallas Master Control Facility.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“ERISA Affiliate” means a corporation that is or was at any time a member of a controlled group of corporations with the Seller within the meaning of Code Section 414(b), a trade or business that is or was under common control with the Seller within the meaning of Code Section 414(c) or Section 4001 of ERISA, or a member of an affiliated service group with the Seller within the meaning of Code Section 414(m) or (o).

“Estimated Adjustment” means, with respect to the Estimated Settlement Statement, an amount equal to (i) the Buyer Prorated Amount, minus (ii) the Seller Prorated Amount, which amount shall be expressed as a positive or negative number.

“Facilities” means all real property owned, leased, operated or controlled by Seller and used in connection with the operation of any Station or the Business and any buildings, facilities, Equipment, leasehold and other improvements, located on, in, under, or above such real property.

“FCC Consent” means the grant by the FCC (including any such action duly taken by the FCC’s staff pursuant to delegated authority), without any material adverse conditions other than those of general applicability to the television broadcasting industry, of the FCC’s consent to the assignment of the FCC Licenses to Buyer.

“FCC Licenses” means the FCC licenses, permits and other authorizations issued by the FCC to the FCC Licensees for use in the operation of the Stations, each of which is identified on Disclosure Schedule Section 3.12(a), and any other license, permit or other authorization, including any temporary waiver or special temporary authorization and any renewals thereof, extensions or modifications thereto, or any transferable pending application therefor.

“Final Adjustment” means, with respect to the Final Settlement Statement, an amount equal to (i) the Buyer Prorated Amount, minus (ii) the Seller Prorated Amount, which amount shall be expressed as a positive or negative number.

“Final Order” means an action by the FCC (a) that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended, (b) with respect to which no request for stay, motion or petition for rehearing, reconsideration or review, or application or request for review or notice of appeal or *sua sponte* review by the FCC is pending, and (c) as to which the time for filing any such request, motion, petition, application, appeal or notice, and for the entry of orders staying, reconsidering or reviewing on the FCC’s own motion has expired.

“GAAP” means United States generally accepted accounting principles as in effect as of the relevant date, consistently applied.

“Governmental Authority” means any federal, state or local or any foreign government, legislature, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, judicial or arbitral body, and any self-regulatory organization.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Hazardous Material” means hazardous or toxic wastes, chemicals, substances, constituents, pollutants or related material, whether solids, liquids, or gases, defined or regulated or that could give rise to liability under § 101(14) of CERCLA; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq. or any similar applicable Environmental Laws.

“Incentive Auction & Repack” means the broadcast incentive auction, reassignment and repack conducted by the FCC pursuant to the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, §6403, 126 Stat. 156 (2012) (codified at 47 U.S.C. §1452) and the expanded repack reimbursement provisions of the Consolidated Appropriations Act 2018, Pub. L. No. 115-141, at Division E, Title V, §511, 132 Stat. 348 (2018) (codified at 47 U.S.C. §1452(j)-(n)).

“Income Taxes” means income, franchise, doing business and similar taxes.

“Indebtedness” means, with regard to any Person, any liability or obligation, whether or not contingent, (i) in respect of borrowed money or evidenced by bonds, monies, debentures, or similar instruments or upon which interest payments are normally made, (ii) for the payment of any deferred purchase price of any property, assets or services (including any earn-outs or similar obligations or pursuant to capital leases) but excluding trade payables and Program Rights Obligations, (iv) all obligations under acceptance, standby letters of credit or similar facilities, (v) all obligations to purchase, redeem, retire, defease or otherwise make any payment in respect of any membership interests, shares of capital stock or other ownership or profit interest or any warrants, rights or options to acquire such membership interests, shares or such other ownership or profit interest, (vi) all accrued interest of all prepayment and redemption premiums or penalties (if any) and other monetary in respect of obligations referred to in (i) – (v), and (vii) all obligations referred to in (i) – (vi) of another Person secured by any Lien on property or assets or guaranteed directly or indirectly in any manner by such Person.

“Intangible Property” means all of Seller’s rights in any (a) Copyrights; (b) Trademarks, including all of the rights, if any, of Seller, in and to the Stations’ call letters and any derivative thereof; (c) Trade Secrets; and (d) all domain names used by Seller in connection with any Station or the Business.

“KCNS Repack Project” means the Repack project related to the modification of the Mt. Sutro Tower in San Francisco, California, and, in the event that the currently contemplated

modification of the Mt. Sutro tower fails to provide a suitable location for the post-Repack operations of KCNS authorized by the FCC, any alternative Repack project necessary to secure such operations.

“Knowledge of Seller” means the actual knowledge, after due inquiry (including inquiry of the chief engineer of the Stations), of the chief executive officer, president or chief financial officer of the Holdcos.

“KUBE Repack Project” means the Repack project related to the temporary transmission facility for KUBE (TV) in Houston, Texas.

“Law” means any United States (federal, state, local) or foreign law, constitution, treaty statute, ordinance, regulation, rule, code, order, judgment, injunction, writ, decree or binding guidance.

“Leases” means those leases, subleases, licenses or other occupancy agreements used in the operation of any Station or the Business (including any and all assignments, amendments and other modifications of such leases, subleases, licenses and other occupancy agreements), pertaining to the use or occupancy of the Real Property where Seller holds an interest as landlord, licensor, sublandlord or sublicensor.

“Lien” means, with respect to any property or asset, any mortgage, lien, pledge, charge, easement, right of way, restrictive covenant, encroachment, security interest or encumbrance of any kind whatsoever, whether voluntarily incurred or arising by operation of Law or otherwise, in respect of such property or asset.

“Market” means, as applicable, the Boston, Massachusetts DMA, the Dallas-Fort Worth, Texas DMA, the Honolulu, Hawaii DMA, the Los Angeles, California DMA, the Houston, Texas DMA, the Philadelphia, Pennsylvania DMA, and the San Francisco-Oakland-San Jose, California DMA.

“Material Adverse Effect” means any effect or change that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on (a) the financial condition, business, assets, liabilities, operations, or results of operations of the Stations, considered together, or (b) the ability of Seller to perform its obligations under this Agreement or to consummate the transactions contemplated hereby; provided, however, that with respect to clause (a) of this definition, none of the following shall constitute a Material Adverse Effect: (i) an event or series of events or circumstances affecting the United States or global economy generally or capital or financial markets generally, including changes in interest or exchange rates, (ii) any event, state of facts or circumstances or development affecting television programming services generally or the television broadcast industry generally (including legislative or regulatory matters), (iii) any change or development in national, regional, state or local telecommunications or internet transmission systems, general economic conditions, including any downturn caused by acts of war or terrorism or a natural disaster, such as an earthquake or hurricane, (iv) the suspension of trading generally on the New York Stock Exchange or the Nasdaq Stock Market, (v) the announcement, execution and performance of this Agreement, (vi) any action taken or omitted to be taken by Seller as expressly contemplated by this Agreement or with Buyer’s prior written

consent or at Buyer's written request, (vii) any failure to meet internal or published financial or rating projections, estimates or forecasts of revenues, earnings, or other measures of financial or operating performance for any period (provided, however, that the underlying causes of such failure (subject to the other provisions of this definition) may be considered), (viii) changes in Law or GAAP or the interpretation thereof, or (ix) the ratings or performance of any network with which a Station is affiliated; provided, that, in the cases of clauses (i), (ii), (iii), (iv), (vi) and (vii), any effect or change may be considered if it disproportionately affects any Station relative to other television broadcast stations in the DMA in which such Station operates without regard for the programming on the Station or other television broadcast stations in the DMA (in which case, only the incremental, disproportionate impact may be taken into account in determining whether there has been a Material Adverse Effect).

"MVPDs" means any multi-channel video programming distributor, including cable systems, telephone companies and DBS systems.

"NRJ Licensees" means, collectively and individually, NRJ TV Boston License Co, LLC, NRJ TV DFW License Co., LLC, NRJ TV Hawaii License Co, LLC, NRJ TV Houston License Co, LLC, NRJ TV LA License Co, LLC, NRJ TV Philly License Co., LLC, and NRJ TV San Fran License Co, LLC.

"NRJ OpCos" means, collectively and individually, NRJ TV Boston OpCo, LLC, NRJ TV DFW OpCo, LLC, NRJ TV Hawaii OpCo, LLC, NRJ TV Houston OpCo, LLC, NRJ TV LA OpCo, LLC, NRJ TV Philly OpCo, LLC and NRJ TV San Fran OpCo, LLC.

"Other Stations" means any broadcast station or business unit of Seller or any of its respective Affiliates other than one of the Stations.

"Permitted Liens" means, as to any property or asset of any Station: (a) liens for Taxes not yet due and payable or Taxes which are being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the Financial Statements in accordance with GAAP; (b) in the case of Real Property, zoning laws and ordinances and similar Laws that do not prohibit the use of the Real Property as currently used in the operation of the Business; (c) any right reserved to any Governmental Authority to regulate the affected property (including restrictions stated in any permits); (d) in the case of any leased asset, (i) the rights of any lessor under the applicable lease agreement or any Lien granted by any lessor, (ii) any statutory Lien for amounts that are not yet due and payable or are being contested in good faith, (iii) any subleases, (iv) the rights of the grantor of any easement or any Lien granted by such grantor on such easement property, and (v) easements, rights of way, restrictive covenants and other encumbrances, encroachments or other similar matters affecting title that do not materially adversely affect title to the property subject thereto or materially impair the continued use of the property in the ordinary course of the business of the Business; (e) inchoate materialmen's, mechanics', workmen's, repairmen's or other like Liens arising in the ordinary course of business with respect to amounts not yet due and payable or which are being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the Financial Statements in accordance with GAAP; (f) Liens that will be discharged prior to or simultaneously with Closing; (g) any state of facts that an accurate survey of real property would show, provided same does not, individually or in the aggregate, render title unmarketable or prevent or materially impair the Real Property from

being utilized in substantially the same manner as currently used; (h) pledges or deposits to secure obligations under workers' compensation Laws or similar Laws or to secure public or statutory obligations and which pledges or deposits are reflected in the Financial Statements in accordance with GAAP, and (i) any other Lien, other than a Lien securing a monetary obligation, that does not materially detract from, interfere with or impair the use of or value of any such property or asset as currently used.

"Person" means any natural person, general or limited partnership, corporation, limited liability company, firm, association, trust or other legal entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Post-Closing Tax Period" means any Tax period (or portion thereof) beginning and ending after the Effective Time.

"Pre-Closing Tax Period" means any Tax period (or portion thereof) ending on or prior to the Effective Time.

"Program Rights" means all rights of the Stations to broadcast television programs or shows as part of the Stations' programming, including all rights of the Stations under all film and program barter agreements, sports rights agreements, news rights or service agreements, affiliation agreements and syndication agreements.

"Program Rights Obligations" means all obligations in respect of the purchase, use, licenses or acquisition of programs, programming materials, films and similar assets used in connection with the Business in the ordinary course consistent with past practice which relate to the utilization of the Program Rights on or after the Effective Time.

"Real Property" means the real property owned, leased, subleased or licensed by or to Seller and used by any of the Stations or the Business, together with all right, title and interest of Seller in all buildings, towers, improvements, fixtures and structures located thereon, but excluding Tower Leases.

"Release" means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or within any building, structure, facility or fixture.

"Seller Account" means the account set forth on Disclosure Schedule Section 1.01(b).

"Seller Employee Plan" means each Employee Plan other than an ADP Employee Plan.

"Subsidiary" when used with respect to any party, means any corporation, limited liability company, partnership, association, trust or other entity of which securities or other ownership interests representing fifty percent (50%) or more of the equity or fifty percent (50%) or more of the ordinary voting power (or, in the case of a partnership, fifty percent (50%) or more of the general partnership interests) are, as of such date, owned by such party or one or more Subsidiaries of such party or by such party and one or more Subsidiaries of such party.

“**Tax**” or “**Taxes**” means all federal, state, local or foreign income, excise, gross receipts, ad valorem, sales, use, employment, franchise, profits, gains, property, transfer, use, payroll, intangible or other taxes, fees, stamp taxes, duties, charges, levies or assessments of any kind whatsoever (whether payable directly or by withholding) imposed by a Governmental Authority, together with any interest and any penalties, additions to tax or additional amounts imposed with respect thereto.

“**Tax Returns**” means all returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns) required to be supplied to a Tax authority relating to Taxes.

“**Tower Leases**” means any agreement to which Seller is a party pertaining to the use and/or installation of radio masts and/or towers used by any of the Stations for telecommunications and broadcasting in connection with the operation of a Station or the Business, where Seller holds an interest as tenant or subtenant.

“**Trade Secrets**” means all trade secrets, know-how, confidential business information, proprietary information and any other information of Seller used in the operation of any Station or the Business, however documented, that is a trade secret within the meaning of the application trade secret protection laws, including the Uniform Trade Secrets Act.

“**Trademarks**” means all trade names, trademarks, service marks, trade dress, jingles, slogans, logos, other source or business identifiers, trademark and service mark registrations and trademark and service mark applications owned by Seller and used in the operation of any Station or the Business, including those set forth on Disclosure Schedule Section 3.06(a), and the goodwill appurtenant thereto.

“**Tradeout Agreement**” means any Contract, other than film and program barter agreements, pursuant to which Seller has agreed to sell or trade commercial air time or commercial production services of a Station in consideration for any property or service in lieu of or in addition to cash.

“**Transfer Taxes**” means all excise, sales, use, value added, registration stamp, recording, documentary, conveyancing, franchise, property, transfer, gains and similar Taxes, levies, charges and fees.

SECTION 1.02 Cross Reference Table. The following terms defined in this Agreement in the sections set forth below shall have the respective meaning therein defined:

Active Employees	8.01
Agreement	Preamble
Assumed Contracts	2.01(c)
Assumed Liabilities	2.03
Business Financial Statements	3.08(a)
Business Audited Financial Statements	3.08(a)
Business Unaudited Interim Financial Statements	3.08(a)

Buyer	Preamble
Buyer Cap	12.02(b)
Buyer FSA Plan	8.08
Buyer Indemnified Parties	12.03(a)
Buyer Prorated Amount	2.09(a)
Buyer Warranty Breach	12.02(a)(i)
Buyer's 401(k) Plan	8.02
Closing	2.08
Closing Date	2.08
Collection Period	6.02(a)
Covered Matter	13.10(a)
Damaged Asset	5.03
Deductible	12.02(b)
Employment Commencement Date	8.01
Escrow Agent	2.07(a)
Escrow Agreement	2.07(a)
Escrow Deposit	2.07(a)
Estimated Settlement Statement	2.09(d)
Excluded Assets	2.02
Excluded Contracts	2.02(j)
Excluded Liabilities	2.04
FCC	Recitals
FCC Application	7.01(a)
Final Settlement Statement	2.09(h)
Holdcos	Preamble
Holdco Guarantee	13.18
Inactive Employees	8.01
Indemnified Party	12.04(a)
Indemnifying Party	12.04(a)
Indemnity Escrow Agreement	2.07(b)
Indemnity Escrow Deposit	2.07(b)
Indemnity Escrow Fund	2.07(b)
KUBE AUX	7.08(c)
Losses	12.02(a)
Material Contract	3.05(a)
Notice of Disagreement	2.09(h)
NRJ TV	Preamble
NRJ TV II	Preamble
NRJ TV IV	Preamble
NRJ TV VI	Preamble

NRJ Holdings	13.18
Permits	3.11
Post-Closing Expenditures	7.08(b)
Pre-Closing Expenditures	7.08(b)
Prorated Assumed Liabilities	2.09(a)
Prorated Purchased Assets	2.09(a)
Purchase Price	2.06
Purchased Assets	2.01
Real Property Leases	3.07(d)
Remitted Payment	6.02(b)
Remitted Payments	6.02(b)
Repack	7.08
Repack Fund	5.01(o)
Seller	Preamble
Seller Cap	12.03(b)
Seller Entity	Preamble
Seller FSA Plan	8.08
Seller Indemnified Parties	12.02(a)
Seller Prorated Amount	2.09(a)
Seller Warranty Breach	12.03(a)(i)
Seller's 401(k) Plan	8.02
Settlement Statement	2.09(e)
Solvent	4.10
Specified Payment	6.02(a)
Specified Payments	6.02(a)
Station	Recitals
Stations	Recitals
Termination Date	11.01(b)(i)
Threshold	12.02(a)(i)
Transfer Date	8.08
Transferred Employees	8.01
WARN Act	8.10

SECTION 1.03 Terms Generally; Interpretation. (a) Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including the Disclosure Schedules and exhibits hereto) and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit and Disclosure Schedule references are to the Articles, Sections and paragraphs in, and the Exhibits and Disclosure Schedules to this Agreement unless otherwise specified, (c) the word “including” and words of similar import when used in this

Agreement means “including, without limitation,” unless otherwise specified, (d) the words “either,” “or,” “neither,” “nor” and “any” are not exclusive, (e) references to any party to this Agreement or any other Person shall include such Person’s successors and permitted assigns.

(b) Any action required to be taken “within” a specified time period following the occurrence of an event shall be required to be taken by no later than 5:00 p.m. New York time on the last day of such time period, which shall be calculated starting with the day immediately following the date of the event. If any period referenced in this Agreement expires on a day that is not a Business Day or any event or condition is required by the terms of this Agreement to occur or be fulfilled on a day that is not a Business Day, such period shall expire or such event or condition shall occur or be fulfilled, as the case may be, by 5:00 p.m. New York time on the next succeeding Business Day.

Article II PURCHASE AND SALE

SECTION 2.01 Purchase and Sale. Pursuant to the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from Seller and Seller agrees to sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, to Buyer at the Closing, free of all Liens other than Permitted Liens, all of Seller’s right, title and interest in, to and under all of its assets, other than the Excluded Assets, in each case as and to the extent located at, or used in connection with any Station or the Business (the “**Purchased Assets**”), including the following assets, Contracts, and properties (tangible or intangible), as the same shall exist on the date of this Agreement and not disposed of in accordance with Section 5.01, and all similar assets of the Business acquired by Seller, as applicable, between the date hereof and the Closing and located at, or used in connection with any Station or the Business, as follows:

- (a) the Real Property Leases and the Tower Leases;
- (b) all Equipment;
- (c) all rights under all Contracts to which Seller is a party that (i) are required to be listed on Disclosure Schedule Section 3.05(a) or Disclosure Schedule Section 3.13 and any other contract referenced in Section 3.05(a)(xxiii), (ii) are not required by the terms thereof to be listed on Disclosure Schedule Section 3.05(a) but to the extent used in connection with or benefit the operation of the Business or any of the Stations, (iii) are referenced in other subsections to this Section 2.01 or the corresponding Section in the Disclosure Schedules, or (iv) are entered into after the date hereof by Seller pursuant to the terms and subject to the conditions of Section 5.01 to the extent used in connection with any Station or the Business (collectively, the “**Assumed Contracts**”); *provided* that the Assumed Contracts shall in no event include Excluded Contracts;
- (d) all prepaid expenses and deposits (other than prepaid Income Taxes) and ad valorem Taxes, leases and rentals;
- (e) all of Seller’s rights, claims, credits, causes of action or rights of set-off against third parties relating to any of the Stations or the Business, including, other than causes of action to collect Accounts Receivable pursuant to the provisions of Section 6.02(d), unliquidated rights

under manufacturers' and vendors' warranties, in each case whether or not Buyer incurs Losses relating thereto;

(f) all Intangible Property;

(g) all Internet web sites and social media accounts and related agreements, content and databases and social media account names/handles and domain name registrations used in connection with the operation of the Business or any of the Stations, including as set forth on Disclosure Schedule Section 2.01(g);

(h) all FCC Licenses and all other transferable municipal, state and federal franchises, licenses, permits or other governmental authorizations relating to any of the Stations or the Business;

(i) all prepayments under advertising sales contracts for committed air time for advertising on any Station that has not been aired prior to the Closing Date, as applicable;

(j) all information and data, sales and business records, files, invoices, inventory records, general, financial, accounting and real and personal property and sales and use Tax records (but excluding all other Tax records), copies of personnel and employment records for Transferred Employees (to the extent permitted by Law) and all engineering information, sales and promotional literature, manuals and data, sales and purchase correspondence, lists of present suppliers and lists of present customers, quality control records and manuals, blueprints, litigation and regulatory files, and all other books, documents and records (including all electronic data relating to any of the Stations or the Business, including current and historical electronic data relating to any Station's traffic and historical financial information wherever that information is located);

(k) all of Seller's rights in any management and other systems (including computers and peripheral equipment), platforms, databases, software (including source code to the extent that Seller owns or has the rights to such source code), computer disks, and similar assets, and all licenses and rights in relation thereto, in each case, that are used in the operation of any Station or the Business; and

(l) all other items listed on Disclosure Schedule Section 2.01(l).

SECTION 2.02 Excluded Assets. Buyer expressly understands and agrees that the following assets and properties of Seller (the "**Excluded Assets**"), shall not be acquired by Buyer and are excluded from the Purchased Assets:

(a) all of Seller's Cash and Cash Equivalents;

(b) all bank and other depository accounts of Seller;

(c) insurance policies relating to the Stations and the Business and all claims, credits, causes of action or rights, including rights to insurance proceeds, thereunder (it being understood, however, that all claims, credits, causes of action or rights, including rights to insurance proceeds, thereunder, relating to periods following the Closing shall constitute Purchased Assets);

(d) all interest in and to refunds of Taxes relating to Pre-Closing Tax Periods or the other Excluded Assets;

(e) all Accounts Receivable and any causes of action to collect Accounts Receivable pursuant to the provisions of Section 6.02(d);

(f) intercompany accounts receivable of Seller and its respective Affiliates;

(g) each of Seller's charter or other governance documents, minute books and all books and records relating to the organization, existence or ownership of Seller, (ii) all records, documents, plans and financial records related to the transactions contemplated by this Agreement, (iii) all records to the extent relating solely to other Excluded Assets, (iv) all personnel files for employees of Seller who are not Employees, and (v) all files, documents, records, Tax Returns (other than real and personal property and sales and use Tax Returns), books of account and other materials to the extent not relating to the Purchased Assets or the operation of any Station or the Business;

(h) all rights of Seller arising under this Agreement (including the right to receive the Purchase Price), the Ancillary Agreements or the transactions contemplated hereby and thereby;

(i) any Purchased Asset sold or otherwise disposed of prior to Closing as permitted under Section 5.01;

(j) Contracts that are not Assumed Contracts, including those Contracts listed on Disclosure Schedule Section 2.02(j) (collectively, the "***Excluded Contracts***");

(k) other than the Assumed Contracts and as specifically set forth in Article VIII, any Employee Plan and any assets of any Employee Plan;

(l) all Tax records, other than real and personal property and sales and use Tax records;

(m) all of Seller's rights, title and interest in and to (i) Seller's name, service names and trade names (including, without limitation, the names "***NRJ TV LLC***", "***NRJ TV II LLC***", "***NRJ TV IV LLC***" and "***NRJ TV VI LLC***"), (ii) the corporate, limited liability company and trade names listed on Disclosure Schedule Section 2.02(m), (iii) all URLs and internet domain names consisting of or containing any of the foregoing; and (iv) any variations or derivations of, or marks confusingly similar to, any of the foregoing;

(n) any rights under any non-transferable shrink-wrapped or click-wrapped licenses of computer software and any other non-transferable licenses of computer software that are not used in the operation of any Station or the Business;

(o) any assets listed on Disclosure Schedule Section 2.02(o); and

(p) all capital stock or other equity securities of Seller or Subsidiaries of Seller or its Affiliates and all other equity interests in any entity that are owned beneficially or of record by Seller or their Affiliates (other than the items listed on Disclosure Schedule Section 2.01(l)).

SECTION 2.03 Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, Buyer agrees, effective at the Effective Time, to assume, pay, discharge, perform or otherwise satisfy only the following liabilities and obligations of Seller (the “*Assumed Liabilities*”) and no others:

(a) the liabilities and obligations arising with respect to the operation of the Business, including the Purchased Assets, on and after the Effective Time (excluding any liability or obligation arising from, or relating to the performance or non-performance thereof, prior to the Effective Time);

(b) any liability or obligation to the extent of the amount of credit received by Buyer under Section 2.09(a);

(c) all liabilities and obligations relating to the Business or the Purchased Assets arising out of Environmental Laws, solely to the extent such liabilities or obligations arise out of or relate to the ownership, operation or conduct of any of the Stations, the Business or the Purchased Assets, in each case, after the Closing;

(d) any Tax liability (except for any Income Taxes of Seller or as expressly provided in Section 2.09(b) or Section 9.02) related to Post-Closing Tax Periods with respect to the Purchased Assets;

(e) all liabilities with respect to Transferred Employees expressly assumed under Article VIII or arising on or after the Effective Time (excluding any liability arising from or relating to the performance or non-performance by Seller prior to the Effective Time); and

(f) all liabilities with respect to Employee Plans expressly assumed under Article VIII.

SECTION 2.04 Excluded Liabilities. Notwithstanding any provision in this Agreement, Buyer agrees, effective at the Effective Time, to assume only the Assumed Liabilities and is not assuming any other liability or obligation of Seller or any of its Affiliates of whatever nature, whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained, performed, and discharged by, and remain obligations and liabilities of, Seller (all such liabilities and obligations not being assumed as Assumed Liabilities being herein referred to as the “*Excluded Liabilities*”), and, notwithstanding anything to the contrary in Section 2.04, each of the following shall be deemed Excluded Liabilities and not Assumed Liabilities for the purposes of this Agreement:

(a) any liability or obligation under or with respect to any Assumed Contract, Permit or Governmental Order required by the terms thereof to be discharged (or in respect of any breach thereof) prior to the Effective Time or as set forth on Disclosure Schedule Section 2.04(a);

(b) any liability or obligation for which Seller has already received or will receive the partial or full benefit of the asset to which such liability or obligation relates, but only to the extent of such benefit received;

(c) any liability related to Indebtedness, including as set forth on Disclosure Schedule Section 2.04(c);

- (d) any liability or obligation relating to or arising out of any of the Excluded Assets;
- (e) any liability or obligation not arising out of or related to the Purchased Assets or to the extent not in respect of, arising out of, or related to the Business;
- (f) any liability or obligation relating to or arising out of any Employee Plan (including any liability or obligation relating to or arising out of any stay bonus, severance payments or similar payments made or owed to any current or former employee of Seller or any of its Affiliates prior to Closing) or relating to any current or former employee's service, except as expressly set forth in Article VIII;
- (g) any Tax liability or obligation (except as expressly provided in Section 2.09(b) or Section 9.02) related to Pre-Closing Tax Periods;
- (h) any liability to indemnify, reimburse or advance amounts to any officer, director, employee or agent of Seller or any direct or indirect Subsidiary thereof, other than any liability to any Transferred Employee incurred on or after the applicable Employment Commencement Date;
- (i) the liabilities and obligations arising with respect to the operation of the Business, including the Purchased Assets, prior to the Effective Time (excluding any liability or obligation expressly assumed by Buyer hereunder), including any liability relating to the matter disclosed on Disclosure Schedule Section 2.04(i);
- (j) all liabilities and obligations relating to any Station, the Business or the Purchased Assets arising out of Environmental Laws and arising out of or relating to the ownership, operation or conduct of any Station, the Business or the Purchased Assets, in each case, on or prior to the Closing;
- (k) any liability or obligations of Seller under, or in connection with, this Agreement or any document executed in connection therewith, including the Ancillary Agreements, including any fees or expenses incurred in connection therewith except as otherwise agreed by the parties;
- (l) intercompany payables between Seller and its respective Affiliates; and
- (m) all liabilities and obligations related to the KCNS Repack Project and the KUBE Repack Project.

SECTION 2.05 Assignment of Contracts and Rights. Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any Purchased Asset or any claim or right or any benefit arising thereunder or resulting therefrom if such assignment, without the consent of a third party thereto, would constitute a breach or other contravention of such Purchased Asset or in any way adversely affect the rights of Buyer or Seller thereunder. Seller shall, shall cause its Affiliates to, and Buyer shall, use their commercially reasonable best efforts to obtain such consents, including the matters described on Disclosure Schedule Section 10.03(f), after the execution of this Agreement until each such consent is obtained. If any such consent is not obtained prior to the Closing Date, Seller shall, shall cause its Affiliates to, and Buyer shall, use their commercially reasonable best efforts to obtain such consent as soon as possible after the Closing Date. In addition, Seller shall, shall cause its Affiliates to, and

Buyer shall, cooperate in a mutually agreeable arrangement under which Buyer would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, including sub-contracting, sub-licensing, occupancy and/or use agreements or sub-leasing to Buyer and enforcement by Seller for the benefit of Buyer of any and all rights of Seller against a third party thereto. Notwithstanding the foregoing, none of Seller, Buyer nor any of their Affiliates shall be required to pay consideration to any third party to obtain any consent by virtue of this provision, except a reasonable consent fee or other consideration or a reimbursement of expenses contemplated by the applicable Contract or required by the applicable counterparty, which such consent fee, expenses or other consideration shall be shared equally by Buyer and Seller. Once such consent, or waiver thereof is obtained following the Closing Date, Seller shall or shall cause its Affiliates to sell, transfer, assign, convey or deliver to Buyer the relevant Purchased Asset to which such consent or waiver relates for no additional consideration.

SECTION 2.06 Purchase Price. Subject to Section 2.08, in consideration for the sale of the Purchased Assets, Buyer shall, at the Closing, in addition to assuming the Assumed Liabilities, pay to Seller the sum of Eighty One Million Two Hundred Thousand Dollars (\$81,200,000) (the “*Purchase Price*”) by wire transfer of immediately available federal funds pursuant to wire instructions that Seller shall provide to Buyer, less an amount equal to the Indemnity Escrow Deposit as set forth in Section 2.07. The Purchase Price payable at the Closing shall be subject to adjustment in accordance with the last sentence of Section 2.09(d).

SECTION 2.07 Escrow.

(a) Concurrently with the execution and delivery of this Agreement and pursuant to the terms and conditions of that certain Escrow Agreement of even date herewith by and among Seller, Buyer and the Escrow Agent (the “*Escrow Agreement*”), Buyer shall deposit in escrow with SunTrust Bank, N.A. (the “*Escrow Agent*”) an amount in cash equal to Four Million Sixty Thousand Dollars (\$4,060,000) to be held as an earnest money deposit (the “*Escrow Deposit*”). The Escrow Deposit (together with interest earned thereon) (collectively, the “*Escrow Deposit Funds*”) shall be paid to Seller as partial payment of the cash Purchase Price due at the Closing, and at the Closing the amount paid to Seller pursuant to Section 2.06 shall be reduced by the Escrow Deposit Funds. In the event of a termination of this Agreement pursuant to Article XI, the Escrow Deposit Funds shall be released to Seller or Buyer in accordance with Section 11.02(b) or Section 11.02(c) hereof, as applicable. All costs relating to the Escrow Agreement shall be shared equally by Seller and Buyer.

(b) On the Closing Date, Buyer shall deposit in escrow with the Escrow Agent in cash an amount equal to Four Million Sixty Thousand Dollars (\$4,060,000) (the “*Indemnity Escrow Deposit*”). The Indemnity Escrow Deposit shall be held by the Escrow Agent in an escrow fund (the “*Indemnity Escrow Fund*”) pursuant to the terms of this Agreement and the Indemnity Escrow Agreement in substantially the form attached hereto as Exhibit A (the “*Indemnity Escrow Agreement*”) for a period of twelve (12) months following the Closing Date, except to the extent earlier released to Seller as provided for herein or to the Buyer Indemnified Parties to satisfy any indemnity obligations of Seller to the Buyer Indemnified Parties under this Agreement. Within five (5) Business Days following the twelve (12) month anniversary of the Closing Date, Buyer and Seller shall deliver a joint written instruction to the Escrow Agent instructing the Escrow Agent to release to Seller from the Indemnity Escrow Fund an amount equal to the amount of

funds then held by the Escrow Agent in the Indemnity Escrow Fund (together with interest earned thereon) less the amount of any claims by the Buyer Indemnified Parties for indemnification under this Agreement outstanding and unpaid as of such date, if any. All costs related to the Indemnity Escrow Agreement shall be shared equally by Seller and Buyer.

SECTION 2.08 Closing. The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place at the offices of Greenberg Traurig, LLP, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305 or remotely by the exchange of signed documents by PDF or other electronic means on the fifth (5th) business day after the date of the date the FCC Consent shall have been granted by initial order, *provided, however*, that should any individual or entity file a petition to deny, informal objection, or any other pleading objecting to the transactions contemplated by this Agreement, then Buyer shall have the right to delay the Closing until such time that the FCC Consent shall have become a Final Order, subject to the full satisfaction or waiver of all of the closing conditions set forth in Article X hereof (other than those required to be satisfied at the Closing), or on such other date or at such other location as is mutually agreeable to Buyer and Seller (the date of the Closing, the “**Closing Date**”). Subject to the terms and conditions set forth in this Agreement, the parties hereto shall consummate the following transactions at the Closing:

- (a) Buyer shall deliver to Seller (or in the case of (iv), the Escrow Agent):
 - (i) the certificate described in Section 10.02(c);
 - (ii) the documents described in Section 10.02(d);
 - (iii) the Purchase Price in accordance with Section 2.06 by wire transfer of immediately available funds to the account designated by Seller at least three (3) Business Days prior to the Closing Date;
 - (iv) the Indemnity Escrow Deposit in accordance with Section 2.07 by wire transfer of immediately available funds;
 - (v) a duly executed Assignment for the FCC Licenses, substantially in the form of Exhibit B from each NRJ Licensee, executed by Buyer; and
 - (vi) such other documents and instruments as Seller has determined to be reasonably necessary to sell the Purchased Assets to the Buyer and for the Buyer to assume the Assumed Liabilities (including the other Ancillary Agreements to which the Buyer is a party).
- (b) Seller shall deliver, or cause to be delivered, to Buyer:
 - (i) the certificate described in Section 10.03(d) from the appropriate Seller Entity;
 - (ii) the documents described in Section 10.03(e) from the appropriate Seller Entity;

(iii) a duly executed Bill of Sale and Assignment, substantially in the form of Exhibit C, from each appropriate Seller Entity;

(iv) a duly executed Assignment for the FCC Licenses, substantially in the form of Exhibit B from each NRJ Licensee;

(v) a duly executed Assignment for the Intangible Property, substantially in the form of Exhibit D, from each appropriate Seller Entity, if any owned and registered Intangible Property is included in the Purchased Assets; and

(vi) such other documents and instruments as Buyer has determined to be reasonably necessary for it to acquire the Purchased Assets from Seller and assume the Assumed Liabilities (including any Ancillary Agreements to which a Seller Entity is a party).

(c) Seller and Buyer shall enter into and deliver to each other:

(i) a duly executed Assignment and Assumption Agreement, substantially in the form of Exhibit E, between Buyer and each Seller Entity; and

(ii) a duly executed Assignment and Assumption Agreement for the Leases, the Real Property Leases, and the Tower Leases, substantially in the form of Exhibit F, between Buyer and each appropriate Seller Entity, or, in the event that necessary consents to assignment have not been obtained prior to the Closing, appropriate subleases, occupancy or use agreements pursuant to Section 2.05 hereof.

SECTION 2.09 General Proration.

(a) All Purchased Assets that would be classified as current assets in accordance with GAAP, and all Assumed Liabilities that would be classified as current liabilities in accordance with GAAP, shall be prorated between Buyer and Seller as of the Effective Time, including by taking into account the elapsed time or consumption of an asset during the month in which the Effective Time occurs (respectively, the “***Prorated Purchased Assets***” and the “***Prorated Assumed Liabilities***”). Such Prorated Purchased Assets and Prorated Assumed Liabilities relating to the period prior to the Effective Time shall be for the account of Seller and those relating to the period on and after the Effective Time for the account of Buyer and shall be prorated accordingly. In accordance with this Section 2.09, (i) Buyer shall be required to pay to Seller the amount of any Prorated Purchased Asset previously paid for by Seller to the extent Buyer will receive a current benefit on and after the Effective Time, provided that such amount shall not have been recognized as an expense in accordance with GAAP prior to the Effective Time (the “***Buyer Prorated Amount***”); and (ii) Seller shall be required to pay to Buyer the amount of any Prorated Assumed Liabilities that are not assumed or paid for by Seller (the “***Seller Prorated Amount***”). Such payment by Buyer or Seller, as the case may be, shall be made within ten (10) Business Days after the Final Settlement Statement becomes final and binding upon the parties.

(b) The prorations contemplated by this Section 2.09 shall include all ad valorem and other property Taxes, FCC regulatory fees, utility expenses, liabilities and obligations under Contracts, rents and similar prepaid and deferred items, reimbursable expenses, and all other

expenses and obligations, such as deferred revenue and prepayments and sales commissions, attributable to the ownership and operation of the Stations that straddle the period before and after the Effective Time. Seller shall receive a credit for one-half of all deposits held by lessors and third parties set forth on Disclosure Schedule Section 2.09(b). Notwithstanding anything in this Section 2.09 to the contrary, (i) with respect to Tradeout Agreements for the sale of time for goods or services assumed by Buyer, if at the Effective Time, as applicable, (x) the Stations have an aggregate negative barter balance (i.e., the amount by which the value of air time to be provided by the Stations at the Effective Time exceeds the fair market value of corresponding goods and services to be received after such date), there shall be no proration or adjustment, unless the aggregate negative barter balance of the Stations exceeds \$25,000, in which event such excess shall be treated as prepaid time sales of Seller, and adjusted for as a proration in Buyer's favor and (y) the Stations have an aggregate positive barter balance (i.e., the amount by which the fair market value of goods and services to be received by the Stations at the Effective Time exceeds the value of air time to be provided by the Stations after such date), there shall be no proration or adjustment, unless the aggregate positive barter balance of the Stations exceeds \$25,000, in which event such excess shall be treated as deferred time sales of Seller and adjusted for as a proration in Seller's favor (it being understood that, in determining barter balances, the value of air time shall be based upon Seller's rates as of the Effective Time, and corresponding goods and services shall include those to be received by the Stations after the Effective Time plus those received by the Stations before the Effective Time to the extent conveyed by Seller to Buyer as part of the Purchased Assets) and (ii) there shall be no proration under this Section 2.09 for Program Rights agreements except to the extent that any payments or performance due under such Program Rights agreements relate to a payment period that straddles the Effective Time.

(c) All vacation and sick pay for Transferred Employees accrued through the Closing Date shall be included in the prorations, in each case as a credit to Buyer in respect of the Seller Prorated Amount.

(d) At least five (5) Business Days prior to the Closing Date, Seller shall provide Buyer with a good faith estimate of the prorations contemplated by this Section 2.09 (the "***Estimated Settlement Statement***") together with reasonable supporting documentation, including records and work papers, used in calculating such amounts. Any payment required to be made by either party pursuant to such Estimated Settlement Statement shall be made by the appropriate party at the Closing in accordance therewith, absent manifest error. Seller will afford Buyer reasonable access to all records and work papers used in preparing the Estimated Settlement Statement, and Buyer shall notify Seller of any good faith disagreement with such calculation within two (2) Business Days of receiving the Estimated Settlement Statement. At the Closing, (i) Buyer shall be required to pay to Seller the amount equal to the Estimated Adjustment if the Estimated Adjustment is a positive number, or (ii) the Purchase Price to be paid by Buyer to Seller shall be reduced by the amount equal to the Estimated Adjustment if the Estimated Adjustment is a negative number.

(e) Within ninety (90) days after the Closing Date, Buyer shall prepare and deliver to Seller a proposed proration of assets and liabilities in the manner described in this Section 2.09 setting forth the Seller Prorated Amount and the Buyer Prorated Amount, together with a schedule setting forth, in reasonable detail, the components thereof (the "***Settlement Statement***"), together with reasonable supporting documentation, including records and work papers, used in calculating such amounts.

(f) Seller shall provide reasonable access to such books, records, financial statements, and its independent auditors as Buyer reasonably believes is necessary or desirable in connection with its preparation of the Settlement Statement.

(g) During the thirty (30)-day period following the receipt of the Settlement Statement, Seller and its independent auditors shall be permitted to review and make copies reasonably required of, (i) the financial statements relating to the Settlement Statement, (ii) the working papers relating to the Settlement Statement, (iii) the books and records relating to the Settlement Statement, and (iv) any supporting schedules, analyses and other documentation reasonably relating to the Settlement Statement.

(h) The Settlement Statement shall become final and binding (the “**Final Settlement Statement**”) upon the parties on the 31st day following delivery thereof, unless Seller gives written notice of its disagreement with the Settlement Statement (the “**Notice of Disagreement**”) to Buyer prior to such date. The Notice of Disagreement shall specify in reasonable detail the nature of any disagreement so asserted. If a Notice of Disagreement is given to Buyer in the period specified, then the Final Settlement Statement (as revised in accordance with clause (i) or (ii) below) shall become final and binding upon the parties on the earlier of (i) the date Buyer and Seller resolve in writing any differences they have with respect to the matters specified in the Notice of Disagreement or (ii) the date any disputed matters are finally resolved in writing by the Accounting Firm.

(i) Within ten (10) Business Days after the Final Settlement Statement becomes final and binding upon the parties, Buyer shall be required to pay to Seller the amount, if any, by which the Final Adjustment is higher than the Estimated Adjustment, or Seller shall be required to pay to Buyer the amount, if any, by which the Estimated Adjustment is higher than the Final Adjustment, as the case may be. All payments made pursuant to this Section 2.09(i) must be made via wire transfer in immediately available funds to an account designated by the recipient party.

(j) Notwithstanding the foregoing, in the event that Seller delivers a Notice of Disagreement, Seller or Buyer shall be required to make a payment of any undisputed amount to the other regardless of the resolution of the disputed items contained in the Notice of Disagreement. Seller or Buyer, as applicable, shall within ten (10) Business Days of the receipt of the Notice of Disagreement make payment to the other by wire transfer in immediately available funds of such undisputed amount owed by Seller or Buyer to the other, as the case may be, calculated as described above.

(k) During the thirty (30)-day period following the delivery of a Notice of Disagreement to Buyer that complies with the preceding paragraphs, Buyer and Seller shall seek in good faith to resolve in writing any differences they may have with respect to the matters specified in the Notice of Disagreement. During such period (i) Buyer and its independent auditors, at Buyer’s sole cost and expense, shall be, and Seller and its independent auditors, at Seller’s sole cost and expense, shall be, in each case permitted to review and make copies reasonably required of (w) the financial statements of the Business, in the case of Buyer, and Buyer, in the case of Seller, relating to the Notice of Disagreement, (x) the working papers of Seller, in the case of Buyer, and Buyer, in the case of Seller, and such other party’s auditors, if any, relating to the Notice of Disagreement, (y) the books and records of Seller, in the case of Buyer, and Buyer, in

the case of Seller, relating to the Notice of Disagreement, and (z) any supporting schedules, analyses and documentation relating to the Notice of Disagreement; and (ii) Seller, in the case of Buyer, and Buyer, in the case of Seller, shall provide reasonable access, upon reasonable advance notice and during normal business hours, to such employees of such other party and such other party's independent auditors, as such first party reasonably believes is necessary or desirable in connection with its review of the Notice of Disagreement (it being understood and agreed that any such access will not unreasonably disrupt the normal business of the party providing such access).

(l) If, at the end of such thirty (30)-day period, Buyer and Seller have not resolved such differences, Buyer and Seller shall submit to the Accounting Firm for review and resolution any and all matters that remain in dispute and that were properly included in the Notice of Disagreement. Within forty five (45) days after selection of the Accounting Firm, Buyer and Seller shall submit their respective positions to the Accounting Firm, in writing, together with any other materials relied upon in support of their respective positions. Buyer and Seller shall use commercially reasonable efforts to cause the Accounting Firm to render a decision resolving the matters in dispute within thirty (30) days following the submission of such materials to the Accounting Firm. The determination of the Accounting Firm, absent fraud or manifest error of the Accounting Firm, shall be final and binding on the parties and enforceable in any court having jurisdiction over the party against which such determination is to be enforced. Except as specified in the following sentence, the cost of any arbitration (including the fees and expenses of the Accounting Firm) pursuant to this Section 2.09 shall be borne by Buyer and Seller in inverse proportion as they may prevail on matters resolved by the Accounting Firm, which proportional allocations shall also be determined by the Accounting Firm at the time the determination of the Accounting Firm is rendered on the matters submitted. The fees and expenses (if any) of Buyer's independent auditors and attorneys incurred in connection with the review of the Notice of Disagreement shall be borne by Buyer, and the fees and expenses (if any) of Seller's independent auditors and attorneys incurred in connection with their review of the Settlement Statement shall be borne by Seller.

(m) Buyer shall be entitled to deduct and withhold such amounts as Buyer is required to deduct and withhold under the Code, or any provision of state, local or foreign Tax law, with respect to the making of any payment under this Agreement. To the extent that amounts are so deducted and withheld by Buyer, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person otherwise entitled to such payment hereunder.

SECTION 2.10 Multi-Station Contracts.

(a) In the event that one or more Other Stations is party to, or has rights or obligations with respect to, an Assumed Contract (each such Assumed Contract, as indicated on Disclosure Schedule Section 2.10(a), a "**Multi-Station Contract**"), the rights and obligations under such Multi-Station Contract that are assigned to and assumed by Buyer (and included in the Purchased Assets and Assumed Liabilities, as the case may be) shall include only those rights and obligations under such Multi-Station Contract that are applicable to a Station. The rights of each Other Station with respect to such Contract and the obligations of each Other Station to such Contract shall not be assigned to and assumed by Buyer (and shall be Excluded Assets and Excluded Liabilities, as applicable). For purposes of determining the scope of the rights and obligations of the Multi-Station Contracts, the rights and obligations under each Multi-Station Contract shall be equitably

allocated among (1) the applicable Station, on the one hand, and (2) the Other Stations, on the other hand, in accordance with the following equitable allocation principles:

- (i) any allocation set forth in the Multi-Station Contract shall control;
- (ii) if there is no allocation in the Multi-Station Contract as described in clause (i) hereof, then any reasonable allocation previously made by Seller or their respective Affiliates in the ordinary course of business and disclosed on Disclosure Schedule Section 2.10(a)(ii) shall control;
- (iii) if there is no reasonable allocation as described in clause (ii) hereof, then the quantifiable proportionate benefits and obligations to be received and performed, as the case may be, by Seller and Buyer and their respective Affiliates after the Effective Time (to be determined by mutual good faith agreement of Seller and Buyer) shall control; and
- (iv) if there are no quantifiable proportionate benefits and obligations as described in clause (iii) hereof, then reasonable accommodation (to be determined by mutual good faith agreement of Seller and Buyer) shall control

(b) Subject to any applicable third-party consents, such allocation and assignment with respect to any Multi-Station Contract shall be effectuated, at the election of Seller with the consent of Buyer (not to be unreasonably withheld, conditioned or delayed), by termination of such Multi-Station Contract in its entirety with respect to the applicable Station and the execution of new Contracts with respect to such Station or by an assignment to and assumption by Buyer of the related rights and obligations under such Multi-Station Contract. Buyer and Seller shall use reasonable best efforts to obtain any such new Contracts or assignments to, and assumptions by, Buyer in accordance with this Section 2.10 and Section 2.05; provided, that, completion of documentation of any such allocation under this Section 2.10 is not a condition to Closing.

Article III REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the Disclosure Schedules hereto, Seller, jointly and severally, represents and warrants to Buyer, as of the date hereof and as of the Closing Date, as follows:

SECTION 3.01 Corporate Existence and Power. Each Seller Entity is duly organized, validly existing and in good standing under the laws of the state of its organization. Each Seller Entity is qualified to do business and is in good standing in each jurisdiction where such qualification is necessary, except where the failure to so qualify would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Each Seller Entity has the requisite power and authority to own and hold the Purchased Assets and to operate the Business as currently operated.

SECTION 3.02 Corporate Authorization; Voting Requirements.

(a) The execution and delivery by Seller of this Agreement and the Ancillary Agreements (to which each Seller Entity is or will be a party), the performance by each Seller

Entity of its obligations hereunder and thereunder and the consummation by each Seller Entity of the transactions contemplated hereby and thereby are within each Seller Entity's limited liability company powers and have been duly authorized and approved by the respective boards of managers of each Seller Entity, and no other limited liability company action on the part of each Seller Entity is necessary to authorize and approve the execution, delivery and performance by each Seller Entity of this Agreement and the Ancillary Agreements (to which each Seller Entity is or will be a party) and the consummation by each Seller Entity of the transactions contemplated hereby and thereby.

(b) This Agreement has been, and the Ancillary Agreements (to which Seller is or will be a party) will be, duly executed and delivered by each Seller Entity. This Agreement (assuming due authorization, execution and delivery by Buyer) constitutes, and each Ancillary Agreement (to which each Seller Entity is or will be a party) will constitute when executed and delivered by each Seller Entity (assuming due authorization, execution and delivery by Buyer or the other counterparty thereto), the legal, valid and binding obligation of Seller, enforceable against each Seller Entity in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Laws affecting or relating to enforcement of creditors' rights generally and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

SECTION 3.03 Governmental Authorization. The execution, delivery and performance by Seller of this Agreement and by each Seller Entity of each Ancillary Agreement to which each Seller Entity is or will be a party and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with or notification to, any Governmental Authority other than compliance with the Communications Laws and with the rules and regulations of the FCC.

SECTION 3.04 Noncontravention. Except as disclosed in Disclosure Schedule Section 3.04, the execution, delivery and performance by Seller of this Agreement, each Ancillary Agreement to which such Seller Entity is or will be a party and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with the organizational documents of such Seller Entity; (b) assuming compliance with the matters referred to in Section 3.03, conflict with or violate in any material respect any Law or Governmental Order applicable to such Seller Entity or any material Purchased Assets; (c) require any consent, waiver, or other action by or notification to any Person under, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, amendment, acceleration, cancellation of any material right or obligation or the loss of any material benefit under, any provision of any Material Contract or any other Contract where the termination, amendment, acceleration, cancellation of any material right or obligation or material benefit would be material to any Station or the Business; or (d) result in the creation or imposition of any Lien (except for Permitted Liens) on any material Purchased Assets.

SECTION 3.05 Contracts.

(a) Disclosure Schedule Section 3.05(a) sets forth a correct and complete list of all of the following Contracts (other than Contracts which are Excluded Contracts) to which Seller or

any of its Affiliates is a party and that are used in the operation of the Business as of the date hereof (each, a “**Material Contract**”):

- (i) any Contract for the sale of broadcast time for advertising or other purposes for cash that was not made in the ordinary course of business consistent with past practices;
- (ii) any Contract relating to Program Rights that involve payments of more than \$50,000 in any twelve month period and more than \$100,000 in total payments;
- (iii) any Lease, Real Property Lease or Tower Lease;
- (iv) any Contract that grants any Person an option or a right of first refusal, right of first offer or similar preferential right to purchase or acquire, directly or indirectly, any Purchased Assets;
- (v) any Contract involving the purchase or sale of Real Property that has not closed as of the date hereof or that relates only to Excluded Assets;
- (vi) any Contract entered into after January 1, 2018 (and not terminated without further liability of Seller as of the date hereof) relating to the acquisition or disposition of any material portion of the Business (whether by merger, sale of stock, sale of assets or otherwise), relating to the Business and pursuant to which, in respect of the Business, (A) Seller has any outstanding obligation to pay after the date of this Agreement consideration in excess of \$500,000, or (B) any other Person has the right to acquire any assets of Seller after the date of this Agreement with a fair market value or purchase price of more than \$500,000, excluding, in each case, (I) any Contract relating to Program Rights, and (II) acquisitions or dispositions of supplies, inventory or products in connection with the conduct of the Business in the ordinary course of business consistent with past practice or of supplies, inventory, products, equipment, properties or other assets that are obsolete, worn out, surplus or no longer used or useful in the conduct of the Business;
- (vii) any Contract involving construction, architecture, engineering or other agreements relating to uncompleted construction projects, in each case that involve payments in excess of \$100,000;
- (viii) any mortgage, pledge or security agreement, deed of trust or other instrument granting a Lien (other than Permitted Liens) upon any Purchased Asset, other than those that will be released at Closing;
- (ix) any Contract involving a partnership, joint venture or similar agreement with another party;
- (x) any Contract involving compensation to any Employee, or independent contractor or consultant engaged to perform services to the Business in excess of \$50,000 per year (provided, however, that for purposes of this Section 3.05(a)(x), the term Contract shall not include at-will Contracts or Contracts that can be terminated by Seller upon 30 days’ or less notice without penalty or additional payment);

- (xi) any Contract involving any labor agreement or collective bargaining agreement of Seller, as applicable;
- (xii) any Contract (A) that contains a covenant restricting the ability of Seller to compete in any business or with any Person or in any geographic area in which the Stations operate, or (B) that contains a “most-favored nations” clause;
- (xiii) any Contract (A) that contains a covenant restricting the ability of any Person (other than Seller) to compete in any business or with any Person in any geographic area in which any of the Stations operate, (B) that restricts use or disclosure by any Person (other than Seller) of confidential information relating to any Station or the Business; (Or (C) that restricts any Person from soliciting or hiring any Employees;
- (xiv) any Contract with any Subsidiary of Seller;
- (xv) any Contract that is a local marketing agreement, joint sales agreement, shared services agreement or similar agreement;
- (xvi) any Contract that is a Channel Sharing Agreement;
- (xvii) any Contract with a Governmental Authority;
- (xviii) any Contract pursuant to which any Indebtedness of Seller is outstanding or may be incurred or pursuant to which Seller has guaranteed any Indebtedness of any other Person (other than a member of Seller and excluding trade payables arising in the ordinary course of business), other than those Contracts relating to Indebtedness which is to be paid off at Closing;
- (xix) any Contract relating to the non-broadcast use of the Station’s digital bit stream;
- (xx) any Contract relating to fiber connections necessary to connect a Station to a MDVP head-in;
- (xxi) any Contract which is a retransmission agreement with a MVPD;
- (xxii) any Contract relating to the license of Intangible Property in which Seller is a party as licensee or licensor, other than immaterial Contracts relating to commercially available off-the-shelf software licensed for less than \$100,000 in annual fees and other than pursuant to agreements for Programming Rights; and
- (xxiii) all other Contracts (including all programming contracts) that involve the cash payment or potential cash payment, pursuant to the terms of any such Contract, by or to Seller of more than \$100,000 per year that cannot be terminated within one hundred and eighty (180) days or less after giving notice of termination without resulting in any material cost or penalty to Seller.

(b) Except as set forth on Disclosure Schedule Section 3.05(b), Seller has provided Buyer a true and complete copy of each Material Contract. No Seller Entity and, to the Knowledge of Seller, no other party, is in material breach or default under any Material Contract. Neither Seller nor any of its Affiliates has received any written notice of termination or intent not to renew or materially amend any Material Contract.

(c) Each Material Contract is in full force and effect and constitutes a legal, valid and binding obligation of Seller or its Affiliates, as applicable, and, to the Knowledge of Seller, of each other party thereto (except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other Laws from time to time in effect relating to creditors' rights and remedies generally and general principles of equity).

SECTION 3.06 Intangible Property.

(a) All owned and registered or applied for Intangible Property are set forth on Disclosure Schedule Section 3.06(a).

(b) Except as set forth on Disclosure Schedule Section 3.06(b), Seller has received no written notice of any claims, demands or proceedings pending by any third party challenging Seller's right to use any of the Intangible Property or that any Intangible Property or the operation of any Station or the Business conflicts with, infringes or otherwise violates in any material respect the intellectual property rights of third parties.

(c) Except as set forth on Disclosure Schedule Section 3.06(c), the Purchased Assets include all Intangible Property, including rights in and to call letters used in the operation of the Business and, to Seller's Knowledge, no third party has infringed or is infringing any of the Intangible Property in any material respect. Seller has not received any written notice that any of the owned Intangible Property is the subject of an outstanding judicial or administrative finding, opinion or office action materially restricting the use thereof by Seller or has been adjudged invalid, unenforceable or unregistrable in whole or in part.

SECTION 3.07 Real Property.

(a) Seller does not own any Real Property. Disclosure Schedule Section 3.07(a)(i) includes a list of each lease, sublease, license, or similar agreement, other than the Tower Leases, with current monthly payments in excess of \$1,000 (including any and all assignments, amendments, and other modifications of such leases, subleases, licenses and other occupancy agreements) pertaining to the use or occupancy of the Real Property in which Seller has an interest as a tenant, licensee, subtenant or sub-licensee (such leases, subleases, licenses or similar agreements with current monthly payments in excess of \$1,000, "**Real Property Leases**"). Disclosure Schedule Section 3.07(a)(ii) includes a list of each Tower Lease. Each applicable Seller Entity has a valid leasehold interest in, or a valid license to occupy, the Real Property conveyed by the Real Property Leases or the Tower Leases as of the date of this Agreement. The Real Property Leases include sufficient access to the Stations' facilities. Except as set forth on Disclosure Schedule Section 3.07(a)(iii), Seller (i) has not received notice of any violation in any material respect of Law affecting the Real Property Leases or the Seller's use thereof, (ii) is not in

material default under any Lease, Real Property Lease or Tower Lease, (iii) within the past two (2) years, has not received written notice of default in any material respect under or termination of any Lease, Real Property Lease or Tower Lease, or (iv) has no Knowledge of any default in any material respect by any third party under any Lease, Real Property Lease or Tower Lease. Seller has made available to Buyer true and correct copies of the Leases, Real Property Leases and Tower Leases, together with all amendments thereto.

(b) Within the past two (2) years, Seller has not received written notice of any existing plan or study by any Governmental Authority or by any other Person that challenges or otherwise materially adversely affects the continuation of the use or operation of any Lease or Real Property Lease or Tower Lease, and Seller has no Knowledge of any such plan or study with respect to which it has not received written notice. Except as set forth in the Leases, to the Knowledge of Seller, there is no Person in possession of any Real Property other than Seller, as applicable.

(c) Except as disclosed on Disclosure Schedule Section 3.07(c), all material improvements, installations, equipment and facilities utilized in connection with the business of each applicable Station, including studios, towers and transmission equipment, are (i) located entirely on the Real Property, (ii) maintained on the Real Property in compliance in all material respects with all applicable Laws or Permits, and (iii) to the Knowledge of Seller, in normal operating condition and repair in all material respects for the uses for which they are currently employed (normal wear and tear excepted).

SECTION 3.08 Financial Information.

(a) The audited financial statements of the Holdcos (other than NRJ TV IV) and the audited financial statements of NRJ TV Houston OpCo relating to the Business as of the Balance Sheet Date and the related audited statement of operations for the year then ended (collectively, the “***Business Audited Financial Statements***”), and the unaudited balance sheet of the NRJ OpCos as of September 30, 2019 and the related unaudited statement of operations for the nine months then ended (collectively, the “***Business Unaudited Interim Financial Statements***” and, together with the Business Audited Financial Statements, the “***Business Financial Statements***”), complete and correct copies of which are set forth in Disclosure Schedule Section 3.08(a), were prepared in accordance with the books and records of Seller and GAAP, consistently applied during the applicable periods, and present fairly in all material respects the financial position of the Business as of the applicable dates, and the results of operations for each of the applicable periods (except as may be indicated in the notes thereto), subject to the absence of footnotes, and subject to normal year-end audit adjustments relating to the Business Unaudited Interim Financial Statements consistent with past practices that are not expected, either individually or in the aggregate, to be material.

(b) Except as set forth on Disclosure Schedule Section 3.08(b), Seller has no liabilities or obligations that relate to the Business or to which the Purchased Assets would be subject which would be required to be reflected or reserved against on a balance sheet of the Business prepared in accordance with GAAP or the notes thereto, except liabilities or obligations (i) reflected or reserved against on the Business Financial Statements, (ii) incurred after the Balance Sheet Date in the ordinary course of business, or (iii) that are Excluded Liabilities or liabilities to be performed

after the date hereof pursuant to the Assumed Contracts, or (iv) as expressly contemplated by this Agreement.

SECTION 3.09 Absence of Certain Changes or Events.

(a) Except as disclosed in Disclosure Schedule Section 3.09(a), between the Balance Sheet Date and the date of this Agreement, (a) each Seller Entity has operated the Stations in the ordinary course of business consistent with past practices and in accordance with the Communications Laws, the FCC Licenses and all other applicable Laws in all material respects, (b) there has not been any effect, change, development or occurrence that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and (c) there has not been, in respect of the Business, any action taken by Seller that, if taken during the period from the date of this Agreement through the Closing without Buyer's consent, would constitute a breach of, or require consent of Buyer under (i) Section 5.01(a), Section 5.01(b), Section 5.01(c), Section 5.01(d), Section 5.01(p), Section 5.01(v), or (ii) Section 5.01(w) to the extent related to the foregoing.

(b) Since the Balance Sheet Date through the date hereof, and except as set forth in Disclosure Schedule Section 3.09(a), there has not been in respect of the Business or any Station:

(i) any damage, destruction or loss, whether or not covered by insurance, with respect to any of its property and assets having a replacement cost of more than \$100,000 per Market;

(ii) (x) the entry into (including renewals or amendments to existing Contracts) or relinquishment of any individual Program Rights agreement with a term of one (1) year or more or that involves cash payments or cash receipts of \$100,000, or (y) the entry into (including renewals or amendments to existing Contracts) of any other agreement or commitment (other than advertising sales contracts for cash only) with a term of one (1) year or more or that involves cash payments or cash receipts of \$100,000 or more per year, in the case of clause (x) or (y);

(iii) any material change in the programming policies of any of the Stations;

(iv) the creation or other incurrence by Seller of any Lien on any Purchased Asset other than Permitted Liens;

(v) any (x) with respect to any Employee, establishment of any bonus, employment, severance, deferred compensation, retirement or other Employee Plan (or any amendment to any Seller Employee Plan), (y) grant of any severance or termination pay to any Employee, or (z) increase or change to the rate or nature of the compensation (including wages, employee benefits, salaries and bonuses) payable to any Employee, except in each case, (A) as may be required by Law or existing Contracts or (B) in the ordinary course of business consistent with past practices;

(vi) any labor dispute, other than routine individual grievances, or any activity or proceeding by a labor union or representative thereof to organize any Employees of

Seller or any lockouts, strikes, concerted work stoppages or slowdowns, or threats thereof by or with respect to any Employees of Seller;

(vii) any transfer, conveyance or termination of leasehold rights in, Real Property Leases or Tower Leases;

(viii) any change in any method of accounting or accounting practice by Seller except for any such change required by reason of a concurrent change in GAAP; or

(ix) any agreement or commitment to do anything set forth in this Section 3.09(a).

SECTION 3.10 Litigation. Except as set forth on Disclosure Schedule Section 3.10, during the past two (2) years, (a) there have not been any Actions pending against or, to the Knowledge of Seller, threatened against or affecting Seller, any of the Stations or the Business, (b) there have not been any Governmental Orders to which Seller or any of its Affiliates is subject relating to the Business or the Purchased Assets, (c) to the Knowledge of Seller, there have not been any pending or threatened investigations, inquiries, subpoenas or demands by any Governmental Authority against Seller or any of its Affiliates or any director, officer, or employee of Seller or any of its Affiliates relating to the Business or the Purchased Assets, except, in each case, for such Action, Governmental Order, investigation, inquiry, subpoena or demand that would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

SECTION 3.11 Compliance with Laws.

(a) Except as set forth in Disclosure Schedule Section 3.11, during the past two (2) years, neither Seller nor any of the Stations has been in material violation of, and, to the Knowledge of Seller, none of the Stations is under investigation with respect to and has not been threatened in writing to be charged with any material violation of, any applicable Law or Governmental Order. Seller holds all material licenses, franchises, permits, certificates, approvals and authorizations from Governmental Authorities necessary for the lawful conduct of the Business (collectively, “*Permits*”), and all such Permits are valid and in full force and effect. Except as set forth in Disclosure Schedule Section 3.11, Seller is, and has been during the past two (2) years, in compliance in all material respects with the terms of such Permits, and, during the past two (2) years, Seller has not received written notice alleging any material conflict with or material breach of any such Permits.

(b) The representations and warranties set forth in this Section 3.11 shall not apply with respect to compliance with Laws relating to (i) ERISA or other Laws regarding employee benefit matters (which representations and warranties with respect to such compliance are set forth in Section 3.15), (ii) labor and employment Laws (which representations and warranties with respect to such compliance are set forth in Section 3.14), (iii) Environmental Laws (which representations and warranties with respect to such compliance are set forth in Section 3.16), (iv) Tax Laws (which representations and warranties with respect to such compliance are set forth in Section 3.19), or (v) Communications Laws (which representations and warranties with respect to such compliance are set forth in Section 3.12).

SECTION 3.12 FCC Matters; Qualifications.

(a) Disclosure Schedule Section 3.12(a) contains a true and complete list of the FCC Licenses (as of the date of this Agreement) and the holders thereof. The FCC Licenses are validly held by the NRJ Licensees identified on Disclosure Schedule Section 3.12(a), and such FCC Licenses are in full force and effect. The FCC Licenses have been issued for the full terms customarily issued to a broadcast television station in the state in which the Station's community of license is located, and the FCC Licenses are not subject to any condition except for those conditions appearing on the face of the FCC Licenses and conditions applicable to broadcast television licenses generally or otherwise disclosed in Disclosure Schedule Section 3.12(a).

(b) Except as set forth on Disclosure Schedule Section 3.12(b), as of the date of this Agreement, Seller has no applications pending before the FCC relating to the operation of the Stations.

(c) Except as set forth on Disclosure Schedule Section 3.12(c), Seller and the NRJ Licensees have (i) operated each Station in compliance with the Communications Laws and the FCC Licenses in all material respects, (ii) timely filed all material registrations, certifications, and reports required to have been filed with the FCC, (iii) paid or caused to be paid all FCC regulatory fees due in respect to each Station and (iv) completed or caused to be completed the construction of all facilities or changes contemplated by any of the FCC Licenses or construction permits issued to the Stations. Except as set forth in Disclosure Schedule Section 3.12(c), there are no applications, petitions, proceedings, or other actions or, to the Knowledge of Seller, complaints or investigations, pending or, to the Knowledge of Seller, threatened before the FCC relating to the Stations, other than proceedings affecting broadcast television stations generally. Except as set forth on Schedule 3.12(c), none of Seller nor the NRJ Licensees, nor any of the Stations, has entered into a tolling agreement or otherwise waived any statute of limitations relating to the Stations during which the FCC may assess any fine or forfeiture or take any other action or agreed to any extension of time with respect to any FCC investigation or proceeding.

(d) The NRJ Licensees are qualified under the Communications Laws to assign the FCC Licenses to Buyer. To the Knowledge of Seller, and except as set forth on Disclosure Schedule Section 3.12(d), there is no fact or circumstance relating to the Stations or Seller or any of its Affiliates that would cause the FCC to deny the FCC Applications. Except as set forth on Disclosure Schedule Section 3.12(d), Seller has no reason to believe that the FCC Applications might be challenged or might not be granted by the FCC in the ordinary course due to any fact or circumstance relating to Seller's operation of the Stations or to Seller or any of their Subsidiaries.

SECTION 3.13 Cable and Satellite Matters. Disclosure Schedule Section 3.13(a) contains a list of all retransmission consent or copyright indemnification agreements with MVPDs with more than 5,000 subscribers in the Market of any Station as of the date of this Agreement. Disclosure Schedule Section 3.13(b) contains an accurate and complete list in all material respects of each MVPD with more than 5,000 subscribers in the Market of a Station that carries each Station's signal and lists whether such MVPD carries the Station's signal pursuant to a must-carry election or a retransmission consent agreement. The NRJ Licensees have duly and validly elected retransmission consent or must carry, either affirmatively or by operation of law, with respect to each Station and each MVPD that provides service within each Station's DMA. To Seller's

knowledge, no market modification proceeding is pending at the FCC with respect to any Station. Since January 1, 2018, Seller has not received any written notice from any MVPD with more than 5,000 subscribers in the Market of a Station: (x) of any material signal quality issue; or (y) of such MVPD's intention to delete such Station from carriage, to change such Station's channel position, or to file a petition seeking FCC modification of any Station's Market.

SECTION 3.14 Employees; Labor Matters.

(a) Seller has made available to Buyer a list, dated as of a date no earlier than five (5) days prior to the date of this Agreement, of each Employee, including names, date of hire, current rate of compensation, employment status (i.e., active, disabled, on authorized leave and reason therefor) and expected return date, if applicable, department, title, whether covered by a collective bargaining agreement and whether full-time, part-time or per-diem. Such list, redacted to delete current rate of compensation and the reason for an employment status that is other than active status, is attached as Disclosure Schedule Section 3.14(a). Seller has also made available to Buyer (i) a list of all former employees (including their respective spouses and dependents) receiving coverage under the Consolidated Omnibus Budget Reconciliation Act of 1986 and the remaining period of eligibility for such coverage, and (ii) a list of all involuntary terminations of former employees that have occurred in the ninety (90) days preceding the Closing Date, including the date of and reason for termination.

(b) Except as set forth in Disclosure Schedule Section 3.14(b), neither Seller nor any of its Subsidiaries is currently, or has been within the last six years, subject to or bound by any labor agreement or collective bargaining agreement. To the Knowledge of Seller, there is no current activity involving any Employee seeking to certify a collective bargaining unit or engaging in any other organizational activity.

(c) Except as set forth in Disclosure Schedule Section 3.14(c), (i) no unfair labor practice charge or similar labor activity or dispute has occurred during the past two years or, to the Knowledge of Seller, is threatened; (ii) no labor strike, material labor dispute, concerted work stoppage or lockout has occurred during the past two years or is pending or, to the Knowledge of Seller, threatened; (iii) there are no grievances, complaints or other legal proceedings pending, or to the Knowledge of Seller, threatened, against Seller in connection with the employment of its employees, except, in each case, that would not reasonably be expected to result in a liability material to the Business.

(d) Seller is in compliance in all material respects with all applicable labor and employment Laws in connection with the employment of their respective employees, including but not limited to, Laws relating to wages, hours, overtime, classification of employees as exempt or non-exempt, collective bargaining, employment discrimination, safety and health, immigration status, workers' compensation and the collection and payment of withholding and employment taxes, except where a failure to comply would not reasonably be expected to result in a liability material to the Business.

(e) Neither Seller nor any of its Affiliates has, within the ninety (90) days prior to the date of this Agreement, closed any plant or facility, effectuated any mass layoff of employees or implemented any early retirement, separation or similar program, in each case, giving rise to

liability under the WARN Act, nor has Seller announced any such action or program for the future, or taken any other action that would reasonably be expected to cause Buyer or any of its Subsidiaries to have any material liability or other obligation following the Closing Date under the WARN Act.

SECTION 3.15 Employee Benefit Plans. Solely with respect to each Employee who is or has been employed by or provided services to any of the Stations:

(a) Disclosure Schedule Section 3.15(a) identifies each material Employee Plan immediately prior to the date of this Agreement.

(b) The Seller Employee Plans are in compliance in all material respects with all applicable requirements of ERISA, the Code, and other applicable laws and with their terms, except as would not result in any liability to Buyer. Each Seller Employee Plan that is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination letter as to its qualification, and nothing has occurred that could reasonably be expected to adversely affect such qualification.

(c) Except as set forth in Disclosure Schedule Section 3.15(c), there is no pending or, to the Knowledge of Seller, threatened material legal action, suit or claim relating to the Seller Employee Plans or the assets or any fiduciary thereof (other than routine claims for benefits) by any current or former employee or beneficiary.

(d) Except as set forth in Disclosure Schedule Section 3.15(d), no Employee Plan is (i) a defined benefit pension plan within the meaning of Section 414(j) of the Code, or (ii) subject to Title IV of ERISA or to the minimum funding standard within the meaning of Section 412 of the Code or Section 302 of ERISA and, in either case, neither Seller nor any ERISA Affiliate has any liability under any such plan.

(e) With respect to each Seller Employee Plan, Seller has provided or made available to Buyer true and complete copies of, to the extent applicable, the most recent Employee Plan document and any amendments thereto.

(f) Except as set forth on Disclosure Schedule Section 3.15(f), or as required by Law or as applicable in connection with an ordinary course termination of employment under the applicable plan document of a Seller Employee Plan, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in the acceleration of the vesting or funding of, or timing of payment of, or other rights in respect of, any compensation or benefits payable under any Employee Plan to or in respect of any current or former employee, (ii) cause any payment to become due to any current or former employee, (iii) increase any benefits under any Employee Plan, or (iv) result in the triggering or imposition of any restrictions or limitations on the right of the Seller or any of its Affiliates to amend or terminate any Employee Plan (or result in any adverse consequences for so doing).

(g) No Employee Plan provides welfare benefits to any former or current employee, or any spouse or dependent of any such employee, beyond retirement or other termination of employment (other than as required under Code Section 4980B, or similar state law), other than conversion rights.

(h) Each Seller Employee Plan that constitutes in any part a nonqualified deferred compensation plan within the meaning of Section 409A of the Code and that is subject to Section 409A of the Code has been operated and maintained in all material respects in operational and documentary compliance with Section 409A of the Code and applicable guidance thereunder during the respective time periods in which such operational or documentary compliance has been required. There is no Contract to which the Seller or any of its Affiliates is a party or by which it is bound to compensate any current or former employee for excise Taxes paid pursuant to Section 409A of the Code.

(i) The execution of this Agreement and the consummation of the transactions contemplated hereby will not (either alone or upon the occurrence of any additional or subsequent events or the passage of time), as of the Closing, constitute an event under any Employee Plan that will or may result in the payment of any amount that may be deemed an “excess parachute payment” under Section 280G of the Code. There is no contract to which the Seller or any of its Affiliates is a party or by which it is bound to compensate any Employee for excise Taxes paid pursuant to Section 4999 of the Code.

(j) Seller has complied in all material respects with and satisfied all of its obligations under all ADP Employee Plans except as would not result in liability to Buyer.

SECTION 3.16 Environmental Matters. Except as otherwise disclosed on Disclosure Schedule Section 3.16:

(a) no citation, written notice, request for information, complaint, penalty or Governmental Order has been received, and, to the Knowledge of Seller, no Action has been brought or is threatened by any Governmental Authority, in each case, alleging an actual or potential material violation of, or material liability under, any Environmental Laws, except for those that have been fully and finally resolved with no continuing obligation on or to Seller;

(b) Seller holds all environmental permits, registrations or other authorizations necessary for the operation of the Business to comply with applicable material Environmental Laws in all material respects and Seller is in material compliance with the terms of such permits issued pursuant to Environmental Laws;

(c) Seller is, and for the past two (2) years has been, in compliance with Environmental Laws in all material respects, including those relating to generation, storage, treatment, recycling, removal, cleanup, transport or disposal of Hazardous Materials;

(d) There has been no Release or threatened Release at any time of any Hazardous Materials at, on, or about, under or within any Facilities or any real property formerly owned, leased, operated or controlled by Seller or any of its predecessors that would reasonably be likely to give rise to material liabilities or obligations pursuant to any Environmental Laws;

(e) Seller does not utilize any underground storage tanks at the Real Property subject to the Real Property Leases; and

(f) Seller has delivered to Buyer true and complete copies and results of any reports, studies, analyses, tests, or monitoring or other material documents or communications possessed

or initiated by Seller, pertaining to Hazardous Substances at, on, about, under or within any Facilities or any real property formerly owned, leased, operated or controlled by Seller or its predecessors, or concerning compliance by Seller or any other Person for whose conduct they are or may be held responsible, with Environmental Law.

SECTION 3.17 Equipment.

(a) Disclosure Schedule Section 3.17(a) lists all material items of Equipment included in the Purchased Assets.

(b) Except as otherwise set forth in Disclosure Schedule Section 3.17(b), to the Knowledge of Seller, all such material items of Equipment are in normal working condition and repair in all material respects for the uses to which they are currently employed (ordinary wear and tear excepted), and have been maintained in all material respects in accordance with normal industry practice. Seller owns or leases all Equipment included in the Purchased Assets, free and clear of all Liens, except Permitted Liens.

(c) No Person other than a Seller Entity has any rights to use any of the Equipment or other tangible personal property included in the Purchased Assets, whether by lease, sublease, license or other instrument, other than set forth on Disclosure Schedule Section 3.17(c).

SECTION 3.18 Brokers. Except for Moelis & Company, no broker, finder, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Seller or any of its Subsidiaries.

SECTION 3.19 Taxes.

(a) With respect to the Purchased Assets or the Business, Seller has filed on a timely basis all material Tax Returns required to be filed by Seller, all such Tax Returns are correct and complete in all material respects and were prepared in substantial compliance with all applicable laws and regulations, and Seller has timely paid all such Taxes due (whether or not shown thereon) except as contested upon audit by appropriate proceedings and which either (i) constitute Excluded Liabilities or (ii) are disclosed on Disclosure Schedule Section 3.19(a). None of the Purchased Assets is subject to any lien in favor of the United States pursuant to Section 6321 of the Code for nonpayment of federal Taxes, or any Tax lien in favor of any state or locality pursuant to any comparable provision of state or local Law, or any other U.S. federal, state or local Tax Law under which transferee liability might be imposed upon Buyer as a buyer of such Purchased Assets.

(b) There are no Liens (other than Permitted Liens) against the Purchased Assets in respect of any Taxes.

(c) There is no material Action or proceeding or unresolved claim for assessment or collection, pending or, to the Knowledge of Seller, threatened by any Governmental Authority for assessment or collection, of any Taxes of any nature affecting the Purchased Assets or the Business.

(d) None of the Purchased Assets have been financed with, or directly or indirectly secures, any industrial revenue bonds or debt, the interest on which is tax exempt under Section 103(a) of the Code. None of the Purchased Assets consists of stock in a corporation. None of the Purchased Assets are tax-exempt use property within the meaning of Section 168(h) of the Code.

(e) Except as set forth on Disclosure Schedule Section 3.19(e), Seller is not currently the beneficiary of any extension of time within which to file any material Tax Return relating to the Purchased Assets or the Business.

(f) There is no material dispute or claim concerning any Tax liability of any Seller Entity relating to the Purchased Assets or the Business either (A) claimed or raised by any Governmental Authority in writing or (B) as to which Seller has Knowledge.

(g) Seller has not waived any statute of limitations in respect of material Taxes relating to the Purchased Assets or the Business or agreed to any extension of time with respect to a material Tax assessment or deficiency which extension is currently in effect relating to the Purchased Assets or the Business.

SECTION 3.20 Purchased Assets. Except for any Excluded Assets set forth in Section 2.02(a), Section 2.02(b), Section 2.02(c), Section 2.02(k), Section 2.02(m), and Section 2.02(n), and the Contracts set forth on Disclosure Schedule Section 2.02(j) and the items set forth on Disclosure Schedule Section 2.02(o) (other than items #6 and #7 set forth on Disclosure Schedule Section 2.02(o)), the Purchased Assets (a) include all assets that are owned or leased by Seller and its Affiliates and used or held for use in the operation of the Business in all material respects as currently operated, and (b) constitute all of the assets and rights necessary and sufficient to operate each of the Stations immediately following the Closing in substantially the same manner as currently operated.

SECTION 3.21 Related Party Transactions. Except as set forth on Disclosure Schedule Section 3.21, no Seller on the one hand, and any of their respective Affiliates on the other hand, are currently party to any Contract that is used in the Business.

SECTION 3.22 Insurance. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each of the insurance policies and arrangements maintained by Seller relating to the Business or any of the Stations are in full force and effect. All premiums due thereunder either have been paid or are in the process of being paid and Seller is otherwise in compliance in all material respects with the terms and conditions of all such policies. There is no claim pending under any such insurance policy relating to the Business or any of the Stations as to which coverage has been questioned, denied or disputed by the underwriter of such insurance policy, and Seller has not received any written notice regarding any cancellation or invalidation of any such insurance policy, other than such cancellation or invalidation that has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Article IV
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, as of the date hereof and as of the Closing Date, as follows:

SECTION 4.01 Existence and Power. Buyer is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Delaware and has all organizational powers and authority required to carry on its business as now conducted.

SECTION 4.02 Corporate Authorization.

(a) The execution and delivery by Buyer of this Agreement and the Ancillary Agreements (to which Buyer will be a party), the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby are within Buyer's limited liability company powers and have been duly authorized by all requisite organizational action on the part of Buyer.

(b) This Agreement has been, and each Ancillary Agreement to which Buyer is or will be a party will be, duly executed and delivered by Buyer. This Agreement (assuming due authorization, execution and delivery by Seller) constitutes, and each Ancillary Agreement to which Buyer is or will be a party will constitute when executed and delivered by Buyer (assuming the authorization, execution and delivery by Seller), the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Laws affecting or relating to enforcement of creditors' rights generally and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

SECTION 4.03 Governmental Authorization. The execution, delivery and performance by Buyer of this Agreement and each Ancillary Agreement to which Buyer is or will be a party and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with or notification to, any Governmental Authority other than compliance with the Communications Laws.

SECTION 4.04 Noncontravention. The execution, delivery and performance of this Agreement by Buyer and each Ancillary Agreement to which Buyer is or will be a party and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with the organizational documents of Buyer, (b) assuming compliance with the matters referred to in Section 4.03, conflict with or violate any Law or Governmental Order applicable to Buyer, (c) require any consent or other action by or notification to any Person under, constitute a default under, or give to any Person any rights of termination, amendment, acceleration or cancellation of any material right or obligation of Buyer or to a loss of any benefit relating to Seller to which Buyer is entitled under, any provision of any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other agreement or instrument to which Buyer is a party or by which any of Buyer's assets is or may be bound or (d) result in the creation or imposition of any Lien on any asset of Buyer, except, in the cases of clauses (b), (c) and (d), for

any such violations, consents, actions, defaults, rights, losses or Liens as have not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Buyer's ability to perform its obligations under this Agreement or the Ancillary Agreements.

SECTION 4.05 Absence of Litigation. There are no Actions pending against or, to Buyer's knowledge, threatened against Buyer before any Governmental Authority that are reasonably be expected to have, individually or in the aggregate, a material adverse effect on Buyer's ability to perform its obligations under this Agreement or the Ancillary Agreements.

SECTION 4.06 FCC Qualifications. Except as set forth on Disclosure Schedule Section 4.06, Buyer is legally, financially and otherwise qualified under the Communications Laws (as in effect on the date hereof) to acquire the FCC Licenses and own and operate each Station. Except as set forth on Disclosure Schedule Section 4.06, there are no facts known to Buyer, after due inquiry, that would disqualify Buyer as the assignee of the FCC Licenses or as owner and operator of the Stations, and no waiver or exemption relating to Buyer or any of its Affiliates or any of their respective officers, directors, shareholder, members or partners, whether temporary or permanent of the Communications Laws is necessary for the FCC Consent to be obtained. Except as set forth on Disclosure Schedule Section 4.06, Buyer has no reason to believe, after due inquiry, that the FCC Applications might be challenged or might not be granted by the FCC in the ordinary course due to any fact or circumstance relating to Buyer or any of its Affiliates or any of their respective officers, directors, shareholder, members or partners except for circumstances affecting the television broadcast industry generally.

SECTION 4.07 Brokers. Except for Guggenheim Securities, LLC, there is no broker, finder, investment banker or other intermediary that has been retained by or is authorized to act on behalf of Buyer who or that might be entitled to any fee or commission from either Buyer or any of its Affiliates upon consummation of the transactions contemplated by this Agreement and the Ancillary Agreements for which Seller could become liable.

SECTION 4.08 Financing. At the Closing, Buyer will have sufficient cash, available lines of credit or other sources of immediately available funds to enable it to make payment of the Purchase Price, all related fees and expenses in connection with the transactions contemplated by this Agreement and any other amounts to be paid by it in accordance with the terms of this Agreement.

SECTION 4.09 Projections and Other Information.

(a) Buyer acknowledges that, with respect to any projections, forecasts, business plans, budget information and similar documentation or information relating to Seller and the Business that Buyer has received from Seller or any of its Affiliates, (a) there are uncertainties inherent in attempting to make such projections, forecasts, plans and budgets, (b) Buyer is familiar with such uncertainties, (c) Buyer is making its own evaluation of the adequacy and accuracy of all estimates, projections, forecasts, plans and budgets so furnished to it, and (d) Buyer does not have, and will not assert, any claim against Seller or any of its directors, officers, employees, Affiliates or representatives, or hold Seller or any such Persons liable, with respect to the inaccuracy of any such projections, forecasts, business plans, or budgets. Buyer acknowledges that neither of Seller nor any of its Affiliates nor any other Person has made any representation or warranty, express or

implied, as to the accuracy or completeness of any information regarding Seller, or the transactions contemplated by this Agreement not expressly set forth in this Agreement or in a certificate delivered pursuant hereto, and neither Seller nor any of its Affiliates or any other Person will have or be subject to any liability to Buyer or any other Person resulting from the distribution to Buyer or its representatives or Buyer's use of, any such information, including any confidential memoranda distributed on behalf of Seller relating to Seller or other publications or data room information provided to Buyer or its representatives, or any other document or information in any form provided to Buyer or its representatives in connection with the sale of the Purchased Assets and the transactions contemplated hereby. Notwithstanding anything herein to the contrary, nothing in this Section 4.09 will in any way limit Buyer's rights (including under Section 10.03(a) and Article XII) with respect to representations and warranties of Seller explicitly included herein.

(b) Buyer acknowledges and agrees that, in determining to enter in to and consummate this Agreement and the transactions, Buyer is not relying upon, and has not been induced by, and disclaims any representation or warranty made or purportedly made by or on behalf of any Person, other than those expressly made by Seller as set forth in this Agreement.

SECTION 4.10 Solvency. Buyer is not entering into the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors. Immediately after giving effect to all of the transactions contemplated hereby, including the payment of the Purchase Price and payment of all related fees and expenses, Buyer and/or its Affiliates will be Solvent. For purposes of this Section 4.10, the term "***Solvent***" with respect to any Person means that, as of any date of determination, (a) the amount of the fair saleable value of the assets of such Person exceeds, as of such date, the value of all liabilities of such Person, including contingent and other liabilities, as of such date, as such quoted terms are generally determined in accordance with the applicable federal Laws governing determinations of the solvency of debtors, (b) such Person will not have, as of such date, an unreasonably small amount of capital for the operation of the business in which they are engaged or proposed to be engaged following such date and (c) such Person will be able to pay its liabilities, including contingent and other liabilities, as they mature. For purposes of this definition, "*not have an unreasonably small amount of capital for the operation of the business in which it is engaged or proposed to be engaged*" means that the Person will be able to generate enough cash from operations, asset dispositions or refinancing, or a combination thereof, to meet their financial obligations as they become due.

Article V COVENANTS OF SELLER

SECTION 5.01 Operations Pending Closing. Except (i) as contemplated or required by this Agreement, (ii) as set forth on Disclosure Schedule Section 5.01, (iii) as required by applicable Law or by a Governmental Authority of competent jurisdiction, or (iv) with the prior written consent of Buyer, which consent may not be unreasonably withheld, delayed or conditioned and subject to the provisions of Section 7.03 regarding control of each Station, from and after the date of this Agreement through the earlier of the Closing and the date on which this Agreement is terminated in accordance with Article XI, Seller shall:

(a) operate the Business in compliance in all material respects in accordance with the Communications Laws, the FCC Licenses and with all other applicable Laws;

(b) not cause or permit, or agree or commit to cause or permit, by act or failure to act, any of the FCC Licenses to expire or to be revoked, suspended or adversely modified (it being understood that a loss of Class A status would be an adverse modification of an FCC License for purposes of this Section 5.01(b)), or take or fail to take any action that would cause the FCC or any other Governmental Authority to institute proceedings for the suspension, revocation or adverse modification of any of the FCC Licenses;

(c) not sell, lease, license or otherwise dispose of or encumber any assets of the Business except (i) pursuant to or in accordance with existing contracts or commitments set forth on Disclosure Schedule Section 3.05(a) or Disclosure Schedule Section 5.01(c), (ii) immaterial assets in the ordinary course of business consistent with past practices or (iii) obsolete or unsaleable Equipment or other assets;

(d) not adopt or publicly propose a plan of complete or partial liquidation or resolutions providing for or authorizing such a liquidation or a dissolution, in each case, of any Seller Entity, nor merge into or consolidate with any other entity;

(e) except as set forth on Disclosure Schedule Section 5.01(e), operate the Business in the ordinary course consistent with past practices (except where such conduct would conflict with the following covenants or with Seller's other obligations under this Agreement) and use commercially reasonable efforts to preserve substantially intact the relationships of Seller with its customers, suppliers, licensors, licensees, distributors and others with whom Seller deals;

(f) not make any change in any method of accounting or accounting practice utilized in the preparation of the Business Unaudited Interim Financial Statements except for any such change required by reason of a concurrent change in GAAP or applicable Law;

(g) maintain its qualifications to maintain the FCC Licenses with respect to each Station and not take any action that will materially impair such FCC Licenses or such qualifications;

(h) maintain the Equipment in normal operating condition in conformity in all material respects with all applicable FCC technical regulations, ordinary wear and tear excepted;

(i) Except as set forth in Disclosure Schedule Section 5.01(i), (i) not increase the rate or nature of, or prepay, the compensation (including wages, salaries and bonuses) or severance that is paid or payable to any Employee, except (A) in connection with promotions or periodic reviews of Employees in the ordinary course of business consistent with past practices or pursuant to existing Employee Plans, or (B) as may be required by Law, (ii) not enter into, renew or allow the renewal of or entering into, any employment or individual consulting agreement with respect to the performance of personal services for a Station, (iii) not terminate or amend any Seller Employee Plan except for annual renewals of Seller Employee Plans in the ordinary course of business, (iv) not enter into or adopt any employee benefit plan that would have been an Employee Plan if it had existed on the date hereof, (v) not hire any Employees or terminate the services of any Employees other than for cause, and (vi) not agree or commit to do any of the foregoing;

(j) except as set forth on Disclosure Schedule Section 5.01(j), not enter into, or become obligated under, any agreement or commitment except for: (x) any individual Program Rights

agreement with a term of one (1) year or less or that involve cash payments or cash receipts of \$100,000 or less; provided, however, that in no event may Seller enter into Program Rights agreements that in the aggregate involve cash payments or cash receipts of \$100,000 or more; and (y) any other agreement or commitment (other than advertising sales contracts for cash only) with a term of one (1) year or less or that involve cash payments or cash receipts of \$100,000 or less per year; provided, however, that in no event may Seller enter into such other agreements or commitments that in the aggregate involve cash payments or cash receipts of \$100,000 or more, and (z) any exercise of a renewal option under a Lease, Real Property Lease or Tower Lease that would otherwise terminate or expire, or where the deadline to exercise such renewal option would lapse, within one year of the anticipated date of Closing, in each case in the ordinary course of business consistent with past practice;

(k) (A) not enter into or agree or commit to enter into any new Tradeout Agreement relating to a specific Station with a value in excess of \$50,000 per Station, and, \$100,000 in the aggregate, prior to Closing that will not be fully performed prior to the Closing or (B) make any guarantee of commercial ratings other than in the ordinary course of business consistent with past practice;

(l) utilize the Program Rights only in the ordinary course of business consistent with past practices and (ii) not sell or otherwise dispose of any Program Rights;

(m) perform all of its obligations under the Assumed Contracts in all material respects in a timely manner;

(n) enter into any collective bargaining agreement;

(o) except as set forth on Disclosure Schedule Section 5.01(o), not make or agree or commit to make any capital expenditure greater than \$50,000 in connection with any particular project relating to a Station, or greater than \$50,000 in total per Station, except for capital expenditures related to the Incentive Auction and Repack for which Seller reasonably expects to receive reimbursement from the FCC's TV Broadcaster Relocation Fund (the "**Repack Fund**");

(p) not apply to the FCC for any construction permit that would restrict in any material respect any Station's operations or make any material changes in the assets of the Stations that is not in the ordinary course of business, except either (i) as and only to the extent required by Law or (ii) as and only to the extent required in connection with the Incentive Auction and Repack;

(q) keep in full force and effect insurance comparable in amount and scope of coverage to that now maintained;

(r) not enter into any arrangement or Contract with any Subsidiary of Seller that survives the Closing;

(s) except as set forth on Disclosure Schedule Section 5.01(s) or as set forth in Section 5.01(i) above, not enter into or become obligated under any new Contract which would be required to be listed on Disclosure Schedule Section 3.05(a) by virtue of Section 3.05(a) hereof or amend, modify, terminate or waive any material right under any Assumed Contract (including any

Lease, Real Property Lease, Tower Lease or employment Contract), other than as expressly permitted hereunder;

(t) not extend credit to advertisers other than in accordance with the Business' usual and customary policy with respect to extending credit for the sale of broadcast time and collecting Accounts Receivable;

(u) promote the programming of the Stations (both on-air and using third party media) in a manner generally consistent with historical practice;

(v) timely make retransmission consent elections with all MVPDs located in or serving the Stations' Markets; and

(w) not agree or commit, whether in writing or otherwise, to take any of the actions specified in the foregoing clauses.

SECTION 5.02 Access to Information.

(a) Subject to applicable Laws relating to the exchange of information, between the date of this Agreement through the earlier of the Closing and the date on which this Agreement is terminated in accordance with Article XI, upon reasonable notice, Seller shall (i) give Buyer, its counsel, financial advisors, auditors and other authorized representatives reasonable access during normal business hours to Seller's key employees (including the chief executive officer, president and the chief financial officer of each Holdco and the general manager and chief engineer (or person holding a similar position) of each Station, and including the sales manager (and, with respect to KSCI, the employee responsible for infomercials), and the offices, properties, books and records of each Station including reasonable access reasonably necessary to allow Buyer to implement payroll, benefits, financial reporting, accounts receivable, accounts payable and similar functions immediately after Closing and including access to employees and Facilities and information regarding systems, equipment (including documentation and specifications), processes, operations, and other assets as necessary to assist Buyer in preparing for the operation of the Stations following the Closing, (ii) instruct its key employees (including the sales managers), counsel and financial advisors to cooperate with Buyer in its activities and access pursuant to this Section 5.02(a), and (iii) otherwise provide such reasonable assistance and cooperation as may be requested by Buyer from time to time prior to the Closing Date to reasonably facilitate the transition of the Business, including facilities, operations and applicable data; provided, however, that Buyer's access pursuant to clause (i) shall be with Seller's prior written consent, which consent shall not be unreasonably withheld or delayed. All such requests for access shall be directed to Holdco's chief executive officer or his designee. Buyer's activities and access pursuant to this Section 5.02(a) shall be conducted in such manner as not to unreasonably interfere with the conduct of the Business or any of the Stations or operations of Seller or any of its Affiliates. Notwithstanding the foregoing, Seller shall not be obligated to provide such access or information if Seller determines, in its reasonable judgment, that doing so would violate applicable Law, jeopardize any attorney-client, accountant-client or other privilege or other immunity or protection from disclosure of Seller or expose Seller or its Subsidiaries to liability for disclosure of personal information or Confidential Information. Until the Closing, the information provided will be subject to the terms of the Confidentiality Agreement and, without limiting the generality of the

foregoing, Buyer shall not, and shall cause its representatives not to, use such information for any purpose unrelated to the consummation of the transactions contemplated hereby.

(b) For a period of three (3) years after the Closing Date, Seller and its Affiliates will hold, and will cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of law, all confidential documents and information concerning the Stations and the Business.

(c) For a period of three (3) years after the Closing Date, Seller will afford promptly to Buyer and its agents reasonable access to its books of account, financial and other records, information and employees to the extent necessary for Buyer in connection with any audit, investigation, dispute or litigation or any other reasonable business purpose relating to any of the Stations; *provided, however*, that any such access by Buyer shall not unreasonably interfere with the conduct of the businesses or operations of Seller, or any of its Affiliates.

(d) After Closing, Buyer shall, at Seller's cost and expense, reasonably cooperate with Seller in the investigation, defense or prosecution of any Action which is pending or threatened against Seller or any of its Affiliates with respect to the Stations or Seller, whether or not any party has notified the other of a claim for indemnification with respect to such matter; *provided, however*, that such cooperation shall not unreasonably interfere with Buyer's or its Affiliates' business or operations.

SECTION 5.03 Risk of Loss. Seller shall bear the risk of casualty loss or damage to any of the Purchased Assets prior to the Effective Time, and Buyer shall bear such risk on and after the Effective Time. In the event of any casualty loss or damage to the Purchased Assets between the date of this Agreement and the Effective Time, Seller shall use commercially reasonable best efforts to repair or replace (as appropriate under the circumstances) any lost or damaged Purchased Asset (the "***Damaged Asset***") as promptly as practicable unless such Damaged Asset was obsolete and unnecessary for the continued operation of the Stations consistent with Seller's past practice and the FCC Licenses. If Seller fails to repair or replace a Damaged Asset by the Effective Time, Seller shall indemnify and reimburse Buyer for all Losses incurred by Buyer by reason of such failure. The Disclosure Schedules shall be deemed modified to reflect any Damaged Asset for which Seller makes a payment or which is replaced by Seller pursuant to this Section 5.03.

SECTION 5.04 No Negotiation. Until such time as the earlier of the valid termination of this Agreement in accordance with Article XI and the consummation of the Closing, Seller and its directors, officers, investment bankers, representatives, and agents shall cease any discussions or negotiations with, and shall not, directly or indirectly, solicit, initiate, encourage or entertain any inquiries or proposals from, discuss or negotiate with, provide any nonpublic information to or consider the merits of any inquiries or proposals from any Person (other than Buyer, its Affiliates, and its representatives) relating to any business combination transaction involving any of the Purchased Assets or any of the Stations (whether by merger, sale of assets, equity, or otherwise).

SECTION 5.05 Non-Solicitation; Non-Disparagement.

(a) During the period beginning on the date hereof and ending on the third (3rd) anniversary of the Closing Date, Seller will not, and will use commercially reasonable best efforts to cause its Affiliates to not, directly or indirectly, solicit to employ or hire any Employee who is a Transferred Employee, unless (i) Buyer first terminates the employment of such Employee, (ii) such Employee voluntarily terminates without inducement by Seller or its Affiliates, or (iii) Buyer gives its written consent to such employment or offer of employment; provided, however, that Seller and its Affiliates, as applicable shall be permitted to make a general solicitation for employment not targeted to any Employee who is a Transferred Employee and shall not be prohibited from employing any such Employee pursuant to such a general solicitation.

(b) During the period beginning on the date hereof and ending on the third (3rd) anniversary of the Closing Date, Seller will not, and will cause its Affiliates to not, directly or indirectly cause to be made, any statement, observation or opinion, or communicate any information (whether oral or written) that disparages or would reasonably be expected to harm the reputation or business of any of the Stations or the Business or Buyer.

(c) The nature and scope of the foregoing protections have been carefully considered by the parties hereto. The parties hereto agree and acknowledge that the duration and scope applicable to such provisions are fair, reasonable, and necessary, and that adequate compensation has been received by Seller for such obligations. If, however, for any reason any court of competent jurisdiction determines that any such restrictions are not reasonable or that consideration is inadequate, such restrictions shall be interpreted, modified or rewritten to include as much of the duration and scope and geographic area identified in this Section 5.05 as will render such restrictions valid and enforceable.

Article VI COVENANTS OF BUYER

SECTION 6.01 Reserved.

SECTION 6.02 Accounts Receivable.

(a) Seller shall deliver to Buyer, promptly after the commencement of the Collection Period, a statement of the Accounts Receivable. Buyer shall use commercially reasonable efforts to collect the Accounts Receivable during the period (the “*Collection Period*”) beginning on the Closing Date and ending on the 150th day thereafter, in the ordinary course of business; provided, however, that Buyer shall be under no obligation to commence or not to commence litigation or legal action to effect collection. Any payment received by Buyer during the Collection Period from a customer of the Stations that was or is also a customer of Seller and that is obligated with respect to any Accounts Receivable (other than any such payment is specifically designated in writing as a payment attributable to accounts receivable that are not Accounts Receivable) shall be deposited by Buyer in the Seller Account on or before the fifth (5th) Business Day following the date of receipt thereof, together with a notation as to which Station and customer the payment relates (each such payment, a “*Specified Payment*” and, collectively, the “*Specified Payments*”). Any payments that are made directly to Seller during the Collection Period relating to the Accounts Receivable shall be retained by Seller. Buyer and its Affiliates shall not discount, adjust or otherwise compromise any Accounts Receivable and Buyer shall promptly refer any disputed Accounts

Receivable to Seller. Any payment relating to a Station received by Seller from a customer of any of the Stations that is not obligated with respect to any Accounts Receivable or any payment received by Seller from a customer of any Station that is specifically designated in writing as a payment attributable to accounts receivable relating to a Station that are not Accounts Receivable shall be deposited by Seller into an account identified by Buyer in immediately available funds by wire transfer on or before the fifth (5th) Business Day following the receipt by Seller thereof.

(b) During the Collection Period, each Specified Payment received by Seller pursuant to Section 6.02(a) that is not specifically designated in writing as a payment of a particular invoice or invoices shall be presumptively applied by Seller to the Accounts Receivable for such customer outstanding for the longest amount of time, and the portion of each such Specified Payment, if any, that is attributable to accounts receivable that are not Accounts Receivable (each such portion, a “**Remitted Payment**” and, collectively, the “**Remitted Payments**”), shall be remitted by Seller to Buyer in accordance with Section 6.02(c).

(c) During the Collection Period, Seller shall deposit all Remitted Payments (without offset) into an account identified by Buyer in immediately available funds by wire transfer on or before the fifth (5th) Business Day following the receipt by Seller thereof pursuant to Section 6.02(b). Seller shall furnish Buyer with a list of the amounts collected during such calendar month and in any prior calendar months with respect to the Accounts Receivable and a schedule of the amount remaining outstanding under each particular account. Each of Seller and Buyer shall be entitled during the sixty (60)-day period following the Collection Period to inspect and/or audit the records maintained by each other pursuant to this Section 6.02, upon reasonable advance notice and during normal business hours.

(d) Following the expiration of the Collection Period, neither Buyer nor Seller shall have any further obligations under this Section 6.02, except that Buyer shall immediately pay over to Seller any amounts subsequently paid to it with respect to any Accounts Receivable and Seller shall continue to comply with the last sentence of Section 6.02(a). Following the Collection Period, Seller may pursue collections of all the Accounts Receivable, and Buyer shall deliver to Seller all files, records, notes and any other materials relating to the Accounts Receivable and shall otherwise reasonably cooperate with Seller, at Seller’s cost and expense, for the purpose of collecting any outstanding Accounts Receivable, in each case so long as doing so does not unreasonably interfere with the conduct of the businesses or operations of Buyer or any of its Affiliates.

(e) If Seller or Buyer fails to timely remit any amounts collected pursuant to this Section 6.02, such amount shall bear simple interest at the prime rate (as reported by The Wall Street Journal or, if not reported thereby, by another authoritative source) as in effect from time to time from the date any such amount was due until the date of actual payment.

(f) All amounts received by Seller (other than amounts representing Remitted Payments and as set forth in the last sentence of Section 6.02(a)) pursuant to this Section 6.02 shall not be required to be refunded or repaid by Seller for any circumstance.

SECTION 6.03 Termination of Rights to the Names and Marks. As soon as practicable after the Closing Date (and in any event within one hundred and twenty (120) days

thereafter), Buyer shall and shall cause each of its Affiliates to (a) cease and discontinue all uses of and (b) delete or remove the names and marks set forth on Disclosure Schedule Section 6.03 from all products, signage, vehicles, properties, technical information and promotional materials. Buyer, for itself and its Affiliates, agrees that the rights of the Business to the names and marks set forth on Disclosure Schedule Section 6.03 pursuant to the terms of any agreements between Seller and its Affiliates, on the one hand, and the Stations, on the other, shall terminate at such time after the Closing Date as Buyer and its Affiliates must discontinue their use in accordance with the prior sentence.

SECTION 6.04 Insurance Policies. All of the insurance policies with respect to the Stations and the Business shall be cancelled by Seller as of the Closing Date, and any refunded premiums shall be retained by Seller. Buyer will be solely responsible for acquiring and placing its casualty insurance, business interruption insurance, liability insurance and other insurance policies for the Stations and the Business, including the Purchased Assets and Assumed Liabilities, for periods beginning as of the Closing.

Article VII COVENANTS OF BUYER AND SELLER

SECTION 7.01 Governmental Consents.

(a) No later than December 6, 2019, Buyer and Seller shall jointly file an application or applications with the FCC (collectively, the “***FCC Application***”) requesting the FCC Consent. Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their reasonable best efforts to obtain the FCC Consent as soon as possible; provided, however, except as provided in the following sentence, neither Buyer nor Seller shall be required to pay consideration to any third party to obtain FCC Consent. Buyer and Seller shall each pay one-half (1/2) of the FCC filing fees relating to the transactions contemplated hereby, irrespective of whether the transactions contemplated by this Agreement are consummated. 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. Neither Buyer nor Seller shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of materially delaying the receipt of the FCC Consent. Seller shall promptly enter into customary assignment, escrow or other arrangements, as may be requested by the FCC to resolve any complaints with the FCC relating to any of the FCC Licenses; provided, that, in the event that the FCC advises Seller and Buyer that the grant of FCC Consent would be expedited in any material respect by Buyer’s acceptance of liability as part or in lieu of such assignment, escrow or other arrangements, then, at Seller’s election and provided the indemnification obligation set forth in Section 12.03(a)(iii) is sufficient to compensate Buyer for accepting such liability, Buyer agrees to accept liability in connection with any enforcement action by the FCC with respect to such complaints if so advised by the FCC as part of such tolling or other arrangements. If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent, and neither party shall have terminated this Agreement under Section 11.01, Buyer and Seller shall jointly request an extension of the effective period of the FCC Consent. No extension of the FCC Consent shall limit the right of either party to exercise its rights under Section 11.01.

(b) In connection with their obligations pursuant to this Section 7.01 with respect to pursuing the FCC Consent, Buyer and Seller shall (i) keep each other informed in all material respects and on a reasonably timely basis of any material communication received by such party from, or given by such party to, any Governmental Authority and of any material communication received or given in connection with any Action by a private party, in each case with respect to this Agreement, the Stations or the transactions contemplated hereby, (ii) notify each other of all documents filed with or received from any Governmental Authority with respect to this Agreement, the Stations or the transactions contemplated hereby, (iii) furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder, and (iv) cooperate in all respects with each other in connection with any filing or submission with a Governmental Authority in connection with the transactions contemplated by this Agreement and in connection with any investigation or other inquiry by or before any Governmental Authority relating to this Agreement, the Stations or the transactions contemplated hereby, including any Action initiated by a private party. Subject to applicable Laws relating to the exchange of information, each of Buyer and Seller shall have the right to review in advance, and to the extent practicable each will consult with the other on, all information relating to the other party or parties, as the case may be, and their respective Affiliates, that appears in any filing made with, or written materials submitted to, any third party and/or any Governmental Authority with respect to this Agreement, the Stations or the transactions contemplated hereby. No party shall agree to, or permit any of its Affiliates to participate in any meeting or substantive discussion with any Governmental Authority in respect of any filings, investigation, inquiry or any other matter contemplated by this Section 7.01 unless it consults with the other parties in advance and, to the extent permitted by such Governmental Authority, gives the other parties the opportunity to attend and participate in such meeting or discussion. Nothing in this Section 7.01 shall impose on Buyer any obligation to (i) divest or hold separate, or agree to divest or hold separate, any asset, including any broadcast television station and FCC licenses relating thereto, or (ii) take any other action, including for the avoidance of doubt, any assignment of Buyer's rights hereunder or other restructuring of the transactions contemplated hereby, to the extent arising from or relating to a change in applicable Law, including the FCC rules, as in effect as of the date hereof.

SECTION 7.02 Confidentiality. Seller and Buyer (or an Affiliate of Buyer) are parties to the Confidentiality Agreement with respect to Seller and its Stations. To the extent not already a direct party thereto, Buyer hereby assumes the Confidentiality Agreement and agrees to be bound by the provisions thereof until the Closing, at which time obligations of Buyer and its Affiliates under the Confidentiality Agreement with respect to information of the Business or and the Station shall terminate.

SECTION 7.03 Control Prior to Closing. The parties acknowledge and agree that, for the purposes of the Communications Laws, this Agreement and, without limitation, the covenants in Article V, are not intended to and shall not be construed to transfer control of any Station or to give Buyer any right to, directly or indirectly, control, supervise or direct, or attempt to control, supervise or direct, the programming, operations, or any other matter relating to any Station prior to the Closing Date, and the FCC Licensees shall have complete control and supervision of the programming, operations, policies and all other matters relating to each Station up to the time of the Closing.

SECTION 7.04 Public 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 or any rule or regulation of any securities exchange, in which case such party shall give advance notice to the other, and except that the parties shall cooperate to make a mutually agreeable announcement. Notwithstanding anything to the contrary in this Section 7.04, the parties acknowledge that this Agreement and the FCC Application will be filed with the FCC and a local public notice will be broadcast on the Stations and published in a local newspaper pursuant to applicable FCC rules.

SECTION 7.05 Notices of Certain Events. From the date hereof until the earlier to occur of the Closing Date and such time as this Agreement is terminated in accordance with Article XI, Seller, on the one hand, and Buyer, on the other hand, shall each promptly notify the other of:

(a) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement;

(b) any material written notice from any Person alleging that the approval or consent of such Person is or may be required in connection with transactions contemplated by this Agreement;

(c) any Action or investigation, commenced or, to the Knowledge of Seller or knowledge of Buyer, threatened against, Seller or Buyer, respectively, that would be reasonably likely to (i) prevent or materially delay the consummation of the transactions contemplated hereby, or (ii) result in the failure of any conditions to the Closing set forth in Article X to be satisfied;

(d) in the case of Seller, (i) the occurrence or non-occurrence of any event which, to the Knowledge of Seller, has caused any representation or warranty made by it herein to be untrue or inaccurate in any material respect at any time on or after the date hereof and prior to the Closing and (ii) any material failure on the part of Seller to comply with or satisfy any covenant, condition or agreement set forth herein to be complied with or satisfied by Seller hereunder on or after the date hereof and prior to the Closing; provided, that the delivery of any notice pursuant to this Section 7.05 shall not affect or be deemed to modify any representation, warranty, covenant, right, remedy, or condition to any obligation of any party hereunder; and

(e) in the case of Buyer, (i) the occurrence or non-occurrence of any event which, to its knowledge, has caused any representation or warranty made by it herein to be untrue or inaccurate, in any material respect, at any time on or after the date hereof and prior to the Closing and (ii) any material failure on the part of Buyer to comply with or satisfy any covenant, condition or agreement set forth herein to be complied with or satisfied by Buyer hereunder on or after the date hereof and prior to the Closing; provided, that the delivery of any notice pursuant to this Section 7.05 shall not affect or be deemed to modify any representation, warranty, covenant, right, remedy, or condition to any obligation of any party hereunder.

SECTION 7.06 Retention of Records; Post-Closing Access to Records.

(a) Notwithstanding anything to the contrary contained in this Agreement, Seller and its Affiliates may retain and use, at their own expense, copies of all documents or materials

transferred hereunder, in each case, which (i) are used in connection with the businesses of Seller or its Affiliates, other than the Business, (ii) Seller or any of its Affiliates in good faith determines that it is reasonably likely to need access to in connection with the defense (or any counterclaim, cross-claim or similar claim in connection therewith) of any Action against or by Seller or any of its Affiliates pending or threatened as of the Closing Date (other than a dispute with Buyer), or (iii) Seller or any of its Affiliates in good faith determines it is reasonably likely to need access to in connection with any filing, report, or investigation to or by any Governmental Authority.

(b) Notwithstanding anything to the contrary contained in this Agreement, for a period of three (3) years after the Closing Date, Seller and its Subsidiaries shall maintain, and provide Buyer and its representatives reasonable access to, those records of Seller and its Subsidiaries insofar as they relate to the Purchased Assets that relate to periods prior to the consummation of the Closing, during normal business hours and on at least ten (10) Business Days' prior written notice (or such shorter time period as necessitated by the urgency of the underlying facts and circumstances). If Seller or any of its Subsidiaries shall desire to dispose of any of such books and records prior to the expiration of such three (3)-year period in accordance with the record retention policies of Seller then in effect, Seller shall, prior to such disposal, give Buyer a reasonable opportunity, at Buyer's expense, to segregate and remove such books and records as Buyer may select, subject to destruction of correspondence and other similar documents in the ordinary course, in accordance with customary retention policies and applicable Law.

SECTION 7.07 Cooperation in Litigation. Buyer and Seller shall (and shall cause their respective Subsidiaries to) reasonably cooperate with each other at the requesting party's expense in the prosecution or defense of any Action arising from or related to the conduct of the Business and involving one or more third parties (other than a dispute between Buyer or its Affiliates, on the one hand, and Seller or its Affiliates, on the other hand). The party requesting such cooperation shall pay the reasonable, documented out-of-pocket expenses (excluding internal costs) incurred in providing such cooperation (including reasonable legal fees and disbursements) by the party providing such cooperation and by its Affiliates and its and their officers, directors, employees and agents.

SECTION 7.08 Repack.

(a) **Repack Reimbursement.** With respect to any Station subject to channel reassignment or relocation pursuant to the Incentive Auction and Repack (the "**Repack**"), Seller shall be responsible for all costs associated with such necessary actions and activities conducted in furtherance of the Repack prior to Closing, and Seller shall be entitled to request and receive reimbursement for such pre-Closing Repack costs incurred by Seller from the Repack Fund. With respect to any Station subject to the Repack, Buyer shall be responsible for all costs associated with such necessary actions and activities conducted in furtherance of the Repack after Closing, and Buyer shall be entitled to request and receive reimbursement of such post-Closing Repack costs incurred by Buyer from the Repack Fund. After Closing, Seller and Buyer shall cooperate in good faith in preparing and filing any forms or other information required by the FCC for obtaining reimbursement of Repack costs from the Repack Fund, and Buyer shall cooperate with Seller to submit any requests for reimbursement of Seller's pre-Closing Repack costs. If Buyer receives a Repack Fund reimbursement payment for a Repack cost paid by Seller, Buyer shall remit such

reimbursement to Seller. If Seller receives a Repack Fund reimbursement payment for a Repack cost paid by Buyer, Seller shall remit such reimbursement to Buyer.

(b) KCNS Repack. Notwithstanding any provision in this Agreement, Seller shall be responsible for all costs associated with such necessary actions and activities conducted in furtherance of the KCNS Repack Project. Prior to the Closing, Seller shall expend all funds necessary to advance the KCNS Repack Project (“*Pre-Closing Expenditures*”). After the Closing, Seller shall reimburse Buyer for all expenditures and Losses related to completion of the KCNS Repack Project (“*Post-Closing Expenditures*”). If Buyer does not receive reimbursement of Post-Closing Expenditures within thirty (30) days of a complete and acceptable submission of receipts to the FCC for such Post-Closing Expenditures, Seller shall reimburse Buyer for all Post-Closing Expenditures within thirty (30) days of Buyer’s submission to Seller of receipts documenting such Post-Closing expenditures. Seller shall provide to Buyer all receipts of Pre-Closing Expenditures, and Buyer will use commercially reasonable best efforts to pursue reimbursement from the FCC for all Pre-Closing Expenditures and Post-Closing Expenditures, including the timely filing of all reimbursable receipts with the FCC for Pre-Closing Expenditures and Post-Closing Expenditures. Buyer shall remit to Seller any funds provided by the FCC which have previously been reimbursed to Buyer by Seller with respect to Post-Closing Expenditures. Seller and Buyer shall cooperate in good faith to complete the actions and activities necessary to complete the KCNS Repack Project and the FCC reimbursement process.

(c) KUBE Auxiliary Antenna. Notwithstanding any provision in this Agreement, the Parties acknowledge that as part of the Repack of KUBE-TV, Seller constructed an auxiliary antenna to facilitate construction of KUBE’s permanent facilities (the “*KUBE AUX*”). Following the Closing, Buyer may, at its sole discretion, elect to dismantle the KUBE AUX. In the event that Buyer elects to dismantle the KUBE AUX and Buyer is not reimbursed by the FCC within thirty (30) days of a complete and acceptable submission to the FCC of receipts for expenditures incurred in connection with costs incurred by Buyer to dismantle the KUBE AUX, Seller shall reimburse Buyer for the costs of doing so within thirty (30) days of Buyer’s submission to Seller of receipts documenting the costs of dismantling the KUBE AUX. Buyer shall use commercially reasonable best efforts to pursue reimbursement from the FCC all costs of dismantling the KUBE AUX, including the timely filing of all reimbursable receipts for such costs with the FCC, and Buyer shall remit to Seller any funds provided by the FCC to Buyer in reimbursement of dismantling the KUBE AUX. Buyer and Seller shall cooperate in good faith with each other to allow Buyer to determine whether Seller shall extend the existing tower lease for KUBE AUX, enter into a new tower lease for KUBE AUX, or dispose of the KUBE AUX. Seller, however, shall not take any action to extend the existing tower lease for the KUBE AUX, enter into a new tower lease for the KUBE AUX, or to dispose of the KUBE AUX without the prior express written consent of Buyer.

SECTION 7.09 Mail; Misallocated Assets.

(a) Mail; Communications. From and after the Closing, Seller hereby authorizes and empowers Buyer and its Affiliates to receive and open all mail and other communications (including electronic communications) received by Buyer or its Affiliates relating to the Business or any of the Stations and to deal with the contents of such communications. From and after the Closing, Seller shall promptly deliver or cause to be delivered to Buyer any mail or other communication (including electronic communications) received by Seller or any of its Affiliates

after the Closing Date pertaining to the Business or any of the Stations, and if Seller or its Affiliates receives from any Person after the Closing Date any telephone calls with respect to the Business or any of the Stations at any telephone number not transferred to Buyer, Seller shall inform such Person that the telephone number for the Business or the applicable Station has changed and provide such Person with, and forward such call to, such telephone number for the Business or the applicable Station as is supplied by Buyer.

(b) Misallocated Assets. From and after the Closing, in the event that Seller, Buyer or any of their respective Affiliates discovers that an asset used in the operation of the Business or any Station (other than an Excluded Asset) or that is Purchased Assets is owned or held by Seller or any of its Affiliates and was not acquired by or transferred to Buyer as a Purchased Asset as contemplated herein, Seller shall assign, transfer, convey and deliver such asset to Buyer or one of its Affiliates, as directed by Buyer, for no additional consideration, and shall execute such further documents and instruments reasonably necessary to give effect to and evidence such assignment, transfer, conveyance and delivery, and such asset shall be considered a Purchased Asset for all purposes hereunder.

Article VIII EMPLOYEE AND BENEFIT MATTERS

SECTION 8.01 Employment. On or prior to the Closing Date, Buyer (or one or more of its Affiliates) shall offer employment to each Employee employed immediately prior to such date who is listed on the list included as Disclosure Schedule Section 3.14(a) or who is hired after the date of such list with the prior written consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed) and who (i) is not on leave of absence, sick leave, short- or long-term disability leave, military leave or layoff with recall rights (“*Active Employees*”); or (ii) is on authorized leave of absence, sick leave, short- or long-term disability leave, military leave or layoff with recall rights and who returns to active employment immediately following such absence and within six months of the Closing Date, or such later date as required under applicable law (“*Inactive Employees*”). For the purposes hereof, all Active Employees and Inactive Employees who accept Buyer’s offer of employment and commence employment on the applicable Employment Commencement Date are hereinafter referred to collectively as the “*Transferred Employees*,” and the “*Employment Commencement Date*” as referred to herein shall mean (x) as to those Transferred Employees who are Active Employees hired pursuant to this Section 8.01, the Closing Date, and (y) as to those Transferred Employees who are Inactive Employees, the date on which the Transferred Employee begins employment with Buyer (or one or more of its Affiliates). Buyer (or one or more of its Affiliates) shall employ at-will those Transferred Employees who do not have employment agreements with Seller initially, and for at least twelve (12) months following the Closing Date (or if earlier, until such Transferred Employee’s termination of employment with Seller), at monetary compensation rates (consisting of base salary, or hourly wage rate, commission rate and annual or other periodic bonus opportunities (excluding, for the avoidance of doubt, any non-ordinary course bonuses, such as those relating to a sale of a Station or another one-time event)) at least as favorable as those provided by Seller immediately prior to the Employment Commencement Date. The initial terms and conditions of employment for the Transferred Employee who has an employment agreement with Seller which is an Assumed Contract shall be as set forth in such Assumed Contract. Buyer agrees that, for at least twelve (12) months following the Closing Date, Buyer (or one or more of its Affiliates) shall provide each

Transferred Employee with employee benefits that are substantially comparable in the aggregate to the employee benefits provided to such Transferred Employees under the applicable Employee Plans or to similarly situated employees of Buyer (or its Affiliates) (excluding the Transferred Employees from this comparison), as determined by Buyer following the Closing Date. Buyer agrees that Buyer (or one or more of its Affiliates) shall, for at least twelve (12) months following the Closing Date, provide severance benefits to the Transferred Employees on terms that are at least as favorable as those provided to similarly situated employees of Seller prior to Closing or to similarly situated employees of Buyer (or its Affiliates) (excluding the Transferred Employees from this comparison), as determined by Buyer following the Closing Date. To the extent permitted by Law and notwithstanding anything herein to the contrary, Buyer (or one or more of its Affiliates) shall give Transferred Employees full credit for purposes of eligibility waiting periods and vesting and benefit accrual (other than benefit accrual under a defined benefit pension plan) under the employee benefit plans or arrangements or severance practices maintained by the Buyer or its Affiliates in which such Transferred Employees participate for such Transferred Employees' service with the Seller or its Affiliates or predecessors; *provided, however*, that no such crediting of service shall result in duplication of benefits for the same period of service.

SECTION 8.02 Savings Plan. Buyer or its Affiliates shall cause a tax-qualified defined contribution plan established or designated by Buyer (a "***Buyer's 401(k) Plan***") to accept rollover contributions from the Transferred Employees of any account balances distributed to them by the existing tax-qualified defined contribution plan established or designated by Seller ("***Seller's 401(k) Plan***"). Buyer or its Affiliates shall allow any such Transferred Employees' outstanding plan loan to be rolled into Buyer's 401(k) Plan. The distribution and rollover (or plan-to-plan transfers) described herein shall comply with applicable Law, and each party shall make all filings and take any actions required of such party by applicable Law in connection therewith. Buyer's 401(k) Plan shall credit Transferred Employees with service credit for eligibility and vesting purposes for service recognized for the equivalent purposes under Seller's 401(k) Plan.

SECTION 8.03 Employee Welfare Plans. Expenses and benefits with respect to claims incurred by Transferred Employees or their covered dependents on or after the Employment Commencement Date shall be the responsibility of Buyer, subject to the terms and conditions of Buyer's or its Affiliates' welfare plans. With respect to any welfare benefit plans maintained by Buyer or its Affiliates for the benefit of Transferred Employees on and after the Employment Commencement Date, to the extent permitted by Law, Buyer or its Affiliates shall (a) use commercially reasonable efforts to cause there to be waived any eligibility requirements or pre-existing condition limitations to the same extent generally waived under the Employee Plans or by Buyer or its Affiliates with respect to its employees and (b) use commercially reasonable efforts to give effect, in determining any deductible and maximum out-of-pocket limitations, amounts paid by such Transferred Employees for the plan year in which the Closing occurs with respect to the Employee Plans.

SECTION 8.04 Vacation. To the extent Buyer has received a credit in the proration, Buyer will assume all liabilities for unpaid, accrued vacation of each Transferred Employee as of the Employment Commencement Date, giving credit under Buyer's or its Affiliates' vacation policy for service with Seller, and shall permit Transferred Employees to use their vacation entitlement accrued as of the Closing Date in accordance with Seller's policy for carrying over unused vacation. To the extent that Seller is required to pay out accrued vacation by applicable

state Law, Buyer or its Affiliates will pay such Transferred Employee for any such vacation to the extent Buyer has received a credit in the prorations unless Buyer obtains such Transferred Employee's consent to transfer such vacation. Service with both Seller and Buyer or its Affiliates shall be taken into account in determining Transferred Employees' rates of vacation accrual under Buyer's vacation policy after the Closing Date.

SECTION 8.05 Sick Leave. Transferred Employees will be granted a prorated portion of unused sick leave days based upon their service during the current calendar year as employees of Seller.

SECTION 8.06 Bonuses and Commissions. To the extent that Buyer has received a credit in respect of the Seller Prorated Amount, Buyer or its Affiliates shall pay bonuses and commissions for periods completed as of the Closing Date (as applicable) where such amounts are not paid prior to the Closing Date. Buyer or its Affiliates shall continue Seller's bonus and commission programs (excluding, for the avoidance of doubt, any non-ordinary course bonuses such as those relating to a sale of a Station or another specific one-time event) for periods that are in progress as of the Closing Date for the remainder of such in-progress periods and shall pay out bonuses and commissions in accordance with the terms in effect as of immediately prior to the Closing Date but in no event less than the amounts accrued in the prorations credited to the Buyer in respect of the Seller Prorated Amount. To the extent that Buyer has not received a credit in respect of the Seller Prorated Amount, Seller shall pay, as of or within a reasonable period following the Closing Date, earned bonuses and commissions for periods completed as of the Closing Date where such amounts are not paid prior to the Closing Date.

SECTION 8.07 No Further Rights. Without limiting the generality of Section 13.08, nothing in this Article VIII, express or implied, is intended to confer on any Person (including any Transferred Employees and any current or former employees of Seller or the FCC Licensees) other than the parties hereto and their respective successors and assigns any rights, benefits, remedies, obligations or liabilities under or by reason of this Article VIII. Nothing in this Agreement shall confer upon any Transferred Employee or other service provider any right to continue in the employ or service of Buyer or any Affiliate of Buyer, or shall interfere with or restrict in any way the rights of Buyer or any of their respective Affiliates, which rights are hereby expressly reserved, to discharge or terminate the services of any Transferred Employee at any time for any reason whatsoever, with or without cause. In no event shall the terms of this Agreement be deemed to (i) establish, amend, or modify any Employee Plan or any other employee benefit plan, program, agreement or arrangement maintained or sponsored by Buyer or its Affiliates, or (ii) alter or limit the ability of Buyer or any of its Subsidiaries or Affiliates to amend, modify or terminate any Employee Plan in accordance with its terms after the Closing Date.

SECTION 8.08 Flexible Spending Plan. As of the Closing Date (the "*Transfer Date*"), Seller shall transfer from the Employee Plans that are medical and dependent care account plans (each, a "*Seller FSA Plan*") to one or more medical and dependent care account plans established or designated by Buyer or its Affiliates (collectively, the "*Buyer FSA Plan*") the account balances (positive or negative) of Transferred Employees for the plan year of the Seller FSA Plan in which the Transfer Date occurs, and Buyer or its Affiliates shall be responsible for the obligations of the Seller FSA Plans to provide benefits to the Transferred Employees with respect to such transferred account balances at or after the Transfer Date (whether or not such claims are incurred prior to, on

or after the Transfer Date). Each Transferred Employee shall be permitted to continue to have payroll deductions made as most recently elected by him or her under the applicable Seller FSA Plan. As soon as reasonably practicable following the end of the plan year for the Seller FSA Plan, including any grace period, (i) Buyer shall promptly reimburse Seller for benefits paid by the Seller FSA Plans to any Transferred Employee prior to the Transfer Date to the extent in excess of the payroll deductions made in respect of such Transferred Employee at or prior to the Transfer Date but only to the extent that such Transferred Employee continues to contribute to the Buyer FSA Plan the amount of such deficiency, and (ii) Seller shall promptly reimburse Buyer for benefits paid by the Buyer FSA Plans to any Transferred Employee following the Transfer Date to the extent in excess of the payroll deductions made in respect of such Transferred Employee following the Transfer Date. This Section 8.08 shall be interpreted and administered in a manner consistent with Rev. Rul. 2002-32.

SECTION 8.09 Payroll Matters. Seller and Buyer (or one of its Affiliates) shall follow the “standard procedures” for preparing and filing Internal Revenue Service Forms W-2 (Wage and Tax Statements), as described in Revenue Procedure 2004-53 for Transferred Employees. Under this procedure, (i) Seller shall provide all required Forms W-2 to (x) all Transferred Employees reflecting wages paid and taxes withheld by Seller prior to the Employment Commencement Date, and (y) all other employees and former employees of Seller who are not Transferred Employees reflecting all wages paid and taxes withheld by Seller, and (ii) Buyer (or one of its Affiliates) shall provide all required Forms W-2 to all Transferred Employees reflecting all wages paid and taxes withheld by Buyer (or one of its Affiliates) on and after the Employment Commencement Date.

SECTION 8.10 WARN Act. Subject to Seller’s delivery to Buyer, within five (5) Business Days prior to Closing Date, of all information and documentation that Buyer reasonably determines is necessary or appropriate to comply with this Section 8.10 and the accuracy of the information provided in accordance with Section 3.14(a), Buyer shall not take any action on or after the Closing Date that would cause any termination of employment of any employees by Seller that occurs before the Closing Date to constitute a “plant closing” or “mass layoff” under the Worker Adjustment and Retraining Act of 1988, as amended (the “*WARN Act*”) or any similar state or local Law, or to create any liability to Seller for any employment terminations under applicable Law. Assumed Liabilities assumed by Buyer pursuant to Section 2.03 shall include all liabilities with respect to any amounts (including any severance, fines or penalties) payable under or pursuant to the WARN Act or any similar state or local Law with respect to any Employees who do not become Transferred Employees as a result of Buyer’s failure to extend offers of employment or continued employment as required by Section 8.01 or in connection with events that occur from and after the Closing Date, and Buyer shall reimburse Seller for any such amounts or any liabilities thereof incurred by Seller; *provided* that, in any event, Buyer will not be responsible for any liability under or pursuant to the WARN Act or any similar state or local Law that arises through no fault of Buyer.

SECTION 8.11 COBRA. Buyer or its Affiliates shall provide continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1986 to all current and former Employees and their respective spouses and dependents who qualify as “M&A qualified beneficiaries” within the meaning of Treasury Regulation Section 54.4980B-9.

Article IX TAX MATTERS

SECTION 9.01 Bulk Sales. Seller and Buyer hereby waive compliance with the provisions of any applicable bulk sales law and no representations, warranty or covenant contained in this Agreement shall be deemed to have been breached as a result of such noncompliance; provided, however, that, subject to Section 9.02, Seller shall be liable for its portion of any Transfer Taxes arising from such non-compliance.

SECTION 9.02 Transfer Taxes. All Transfer Taxes arising out of or in connection with the transactions effected pursuant to this Agreement shall be shared equally by Seller and Buyer. The party which has the primary responsibility under applicable Law for the payment of any particular Transfer Tax shall prepare the relevant Tax Return, pay the Transfer Tax due, and notify the other party in writing of the Transfer Taxes shown on such Tax Return. Such other party shall pay the party that paid the Transfer Tax an amount equal to fifty percent (50%) of such Transfer Taxes in immediately available funds no later than the date that is the later of (i) five (5) Business Days after the date of such notice or (ii) two (2) Business Days prior to the due date for such Transfer Taxes. Seller and Buyer shall cooperate in the preparation, execution and filing of all Transfer Tax Returns and shall cooperate to seek and to secure any available exemptions from such Transfer Taxes.

SECTION 9.03 FIRPTA Certificate. Seller shall deliver to Buyer on the Closing Date, duly completed and executed certificates of non-foreign status pursuant to section 1.1445-2(b)(2) of the Treasury regulations sufficient to exempt Buyer from the requirements of Code Section 1445(a). The sole remedy, including for purposes of Section 10.03 and Article XI or Article XII, for failure to provide any such certificate shall be to permit Buyer to make any withholding as are required pursuant to Section 1445 of the Code.

SECTION 9.04 Taxpayer Identification Numbers. The taxpayer identification numbers of Buyer and Seller are set forth on Disclosure Schedule Section 9.04.

SECTION 9.05 Taxes and Tax Returns. Subject to Section 2.09, Seller shall be liable for payment of, and shall prepare and properly file on a timely basis true, complete and accurate Tax Returns and other documentation for, (i) any and all Income Taxes incurred with respect to the Purchased Assets and the Business and (ii) any and all non-Income Taxes for any Pre-Closing Tax Period. Subject to Section 2.09, Buyer shall be liable for payment of, and shall prepare and properly file on a timely basis true, complete and accurate Tax Returns and other documentation for, any and all non-Income Taxes incurred with respect to the Purchased Assets and the Business for any Post Closing Tax Period.

SECTION 9.06 Purchase Price Allocation.

(a) The Purchase Price shall be allocated to the Stations and to the Dallas Master Control Facility in accordance with the percentages set forth on Disclosure Schedule Section 9.06(a).

(b) With respect to the portion of the Purchase Price allocated to a Station or the Dallas Master Control Facility, all amounts constituting consideration within the meaning of and for the

purposes of Section 1060 of the Code shall be allocated among the Purchased Assets applicable to each Station and the Dallas Master Control Facility and any other rights acquired by Buyer hereunder, as applicable, in the manner required by Section 1060 of the Code. Within one hundred twenty (120) days following the Closing Date, Buyer shall deliver to Seller a proposed allocation prepared in accordance with the foregoing. Thereafter, to the extent that Seller disagrees with Buyer's proposed allocation, Buyer and Seller shall negotiate in good faith regarding the allocation of the Purchase Price to the Purchased Assets applicable to each Station and the Dallas Master Control Facility but not with respect to the percentages of the Purchase Price set forth on Disclosure Schedule Section 9.06(a) in accordance with the requirements of Section 1060 of the Code and the Treasury Regulations promulgated thereunder. If the parties reach agreement with respect to such allocation, then each party agrees to complete and timely file IRS Form 8594 (or any successor form), to file all income Tax Returns in accordance with such allocation, and to take no action inconsistent with such allocation. If the parties are unable to reach agreement with respect to such allocation, then the parties shall engage a third party appraisal firm to be paid one-half by Buyer and one-half by Seller, to appraise the Purchased Assets and base the allocation of the Purchase Price on such appraisal.

Article X

CONDITIONS TO CLOSING

SECTION 10.01 Conditions to Obligations of Buyer and Seller. The obligations of Buyer and Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, or waiver by Seller and Buyer, at or prior to the Closing, of each of the following conditions:

- (a) No provision of any applicable Law and no Governmental Order shall prohibit the consummation of the Closing.
- (b) The FCC Consent shall have been granted by initial order, subject to the Final Order proviso in Section 2.08.

SECTION 10.02 Conditions to Obligations of Seller. The obligation of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, or waiver by Seller, at or prior to the Closing, of each of the following further conditions:

- (a) The representations and warranties of Buyer made in this Agreement shall be true and correct, disregarding all qualifiers and exceptions relating to "materiality", "material adverse effect", or other similar qualifications as to materiality, as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except, in all cases, to the extent such representations and warranties speak as of an earlier date, in which case such representations and warranties shall have been true and correct, disregarding all qualifiers and exceptions relating to "materiality", "material adverse effect" or other similar qualifications as to materiality, as of such earlier date) except, in all cases, where any failure to be so true and correct, individually or in the aggregate, has not had, and would not reasonably be expected to have, a material adverse effect on the ability of Buyer to perform its obligations under this Agreement or any Ancillary Agreement.

(b) Buyer shall have performed in all material respects all obligations required to be performed by it under this Agreement on or prior to the Closing Date.

(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 Section 10.02(a) and Section 10.02(b) have been satisfied.

(d) Seller shall have received the following documents:

(i) The certificate of incorporation (or equivalent organizational document) for Buyer, certified as of a recent date by the Secretary of State of the applicable jurisdiction of organization;

(ii) a certificate of the Secretary of State as to the good standing as of a recent date of Buyer in such jurisdiction; and

(iii) a certificate of an officer of Buyer, given by such officer on behalf of Buyer and not in such officer's individual capacity, certifying as to the bylaws (or equivalent governing document) of Buyer and as to resolutions of the board of directors (or equivalent governing body) of Buyer authorizing this Agreement and the transactions contemplated hereby and thereby.

(e) Buyer shall have made, or stand ready at Closing to make, the deliveries contemplated in Section 2.08(a) and Section 2.08(c) and each Ancillary Agreement.

SECTION 10.03 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, or waiver by Buyer, at or prior to the Closing, of each of the following further conditions:

(a) The representations and warranties of Seller made in this Agreement shall be true and correct, disregarding all qualifiers and exceptions relating to "materiality", "Material Adverse Effect", or other similar qualifications as to materiality, as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except, in all cases, to the extent such representations and warranties speak as of an earlier date, in which case such representations and warranties shall have been true and correct, disregarding all qualifiers and exceptions relating to "materiality", "Material Adverse Effect", or other similar qualifications as to materiality, as of such earlier date) except, in all cases, where any failure to be so true and correct, individually or in the aggregate, has not had, and would not reasonably be expected to have, a Material Adverse Effect.

(b) Seller shall have performed in all material respects all obligations required to be performed by it under this Agreement on or prior to the Closing Date.

(c) Since the date of this Agreement, there shall not have occurred any effect, change, condition, fact, development, occurrence, or event that has had, or would reasonably be expected to have, a Material Adverse Effect.

(d) 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 Section 10.03(a), Section 10.03(b) and Section 10.03(c) have been satisfied.

(e) Buyer shall have received the following documents:

(i) The certificate of incorporation (or equivalent organizational document) for each Seller Entity, certified as of a recent date by the Secretary of State of the applicable jurisdiction of organization;

(ii) a certificate of the Secretary of State of each jurisdiction in which any Seller Entity is organized or qualified to do business as to the good standing as of a recent date of such Seller in such jurisdiction;

(iii) a certificate of an officer of each Seller Entity, given by each such officer on behalf of such Seller Entity and not in such officer's individual capacity, certifying as to the operating agreement (or equivalent governing document) of such Seller Entity and as to resolutions of the board of managers (or equivalent governing body) of such Seller Entity authorizing this Agreement and the transactions contemplated hereby and thereby.

(f) Seller shall have obtained (and in the case of an affirmative consent) delivered the consents to assignment listed or described on Disclosure Schedule Section 10.03(f).

(g) Seller shall have delivered to Buyer termination statements on Form UCC-3, or other appropriate releases, which when filed will release and satisfy any and all Liens (other than Permitted Liens) relating to the Purchased Assets, together with proper authority to file such termination statements or other releases at and following the Closing.

(h) Seller shall have made, or stand ready at Closing to make, the deliveries contemplated in Section 2.08(b) and Section 2.08(c) and each Ancillary Agreement.

Article XI TERMINATION

SECTION 11.01 Termination. This Agreement may be terminated at any time prior to the Closing as follows:

(a) by the mutual written consent of Seller and Buyer;

(b) either by Seller or by Buyer:

(i) if the Closing shall not have occurred on or before the twelve (12) month anniversary of the date of this Agreement (the "***Termination Date***") so long as the terminating party is not then in breach of any of its representations, warranties, covenants or agreements contained in this Agreement to the extent that would give the other party the right not to close pursuant to Section 10.02 or Section 10.03, as the case may be; or

(ii) if there shall be any Law that prohibits consummation of the transactions contemplated by this Agreement or if a Governmental Authority of competent jurisdiction shall have issued a Governmental Order enjoining or otherwise prohibiting consummation of the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

(c) by Seller:

(i) upon a breach of any representation, warranty, covenant or agreement on the part of Buyer set forth in this Agreement, or if any representation or warranty of Buyer shall have become inaccurate, in either case such that the condition set forth in Section 10.02(a) would not be satisfied, unless such breach or inaccuracy can be cured prior to Closing and, within thirty (30) days following receipt of notice thereof, Buyer proceeds in good faith to cure such breach or inaccuracy; *provided, however*, that Seller shall not have the right to terminate this Agreement pursuant to this Section 11.01(c)(i) if Seller is then in breach of any of its representations, warranties, covenants or agreements contained in this Agreement to an extent which would give Buyer the right not to consummate the Closing pursuant to Article X;

(ii) if (A) all of the conditions set forth in Section 10.01 and Section 10.03 have been satisfied and continue to be satisfied on the date the Closing is required to be consummated by Buyer pursuant to the terms of this Agreement (other than those conditions that by their nature cannot be satisfied other than at the Closing, including the condition set forth in Section 10.03(g)), (B) Seller has irrevocably confirmed in writing to Buyer that all of the conditions set forth in Section 10.02 have been satisfied or waived by Seller and that Seller is ready, willing, and able to consummate the Closing on the date the Closing is required to be consummated by Buyer pursuant to the terms of this Agreement, and (C) Buyer fails to consummate the transactions contemplated by this Agreement within three (3) Business Days following receipt of such written confirmation; or

(d) by Buyer:

(i) upon a breach of any representation, warranty, covenant or agreement on the part of Seller set forth in this Agreement, or if any representation or warranty of Seller shall have become inaccurate, in either case such that the condition set forth in Section 10.03(a) would not be satisfied, unless such breach or inaccuracy can be cured prior to Closing and, within thirty (30) days following receipt of notice thereof, Seller proceeds in good faith to cure such breach or inaccuracy; *provided, however*, that Buyer shall not have the right to terminate this Agreement pursuant to this Section 11.01(d)(i) if Buyer is then in breach of any of its representations, warranties, covenants or agreements contained in this Agreement to an extent which would give Seller the right not to consummate the Closing pursuant to Article X; or

(ii) if (A) all of the conditions set forth in Section 10.01 and Section 10.02 have been satisfied and continue to be satisfied on the date the Closing is required to be consummated by Seller pursuant to the terms of this Agreement (other than those conditions that by their nature cannot be satisfied other than at the Closing), (B) Buyer

irrevocably confirmed in writing to Seller that all of the conditions set forth in Section 10.03 have been satisfied or waived by Buyer and that Buyer is ready, willing, and able to consummate the Closing on the date the Closing is required to be consummated by Seller pursuant to the terms of this Agreement, and (C) Seller fails to consummate the transactions contemplated by this Agreement within three (3) Business Days following receipt of such written confirmation.

(e) The party desiring to terminate this Agreement pursuant to this Section 11.01 (other than pursuant to Section 11.01(a)) shall give written notice of such termination to the other party.

SECTION 11.02 Effect of Termination.

(a) In the event of a valid termination of this Agreement pursuant to Section 11.01, this Agreement (other than Section 7.02, this Article XI, and Article XIII, which shall remain in full force and effect) shall forthwith become null and void, and no party hereto (nor any of their respective Affiliates, members, directors, officers or employees) shall have any liability or further obligation, except (i) as provided in Section 11.02(b) and Section 11.02(c) below. A termination of this Agreement shall not terminate the Confidentiality Agreement, nor, in each case, affect the parties' rights and obligations thereunder.

(b) If this Agreement is terminated by Seller pursuant to Section 11.01(c)(i) or Section 11.01(c)(ii), then Seller shall be entitled to the Escrow Deposit as liquidated damages, and the parties to the Escrow Agreement shall immediately deliver joint written instructions to the Escrow Agent directing such disbursement. The parties understand and agree that the amount of liquidated damages represents Seller's and Buyer's reasonable estimate of actual damages and does not constitute a penalty. Notwithstanding any other provision of this Agreement to the contrary, in the event that Seller terminates this Agreement pursuant to Section 11.01(c)(i) or Section 11.01(c)(ii), the payment of the Escrow Deposit shall be Seller's sole and exclusive remedy for any monetary damages that Seller may suffer as a result of Buyer's breach or default under this Agreement or Buyer's failure to consummate the transactions contemplated by this Agreement. The parties hereto acknowledge and agree that the liquidated damages amount is reasonable in light of the substantial but indeterminate harm anticipated to be caused by material breach or default under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transactions to be consummated hereunder. The parties hereto acknowledge and agree that nothing in this Section 11.02(b) shall be deemed to affect Seller's right to seek specific performance under Section 13.11.

(c) If this Agreement is terminated by Buyer pursuant to Section 11.01(d)(i) or Section 11.01(d)(ii), then Buyer shall be entitled to recover all Losses incurred or suffered by Buyer as a result of Seller's breach and/or such termination; *provided* that Seller's liability to Buyer for Losses incurred or suffered by Buyer shall not exceed \$4,060,000. The parties acknowledge and agree that nothing in this Section 11.02(c) shall be deemed to affect Buyer's right to seek specific performance under Section 13.11.

(d) If this Agreement is terminated under the provisions of this Article XI for any reason other than by Seller pursuant to Section 11.01(c)(i) or Section 11.01(c)(ii), then the parties

to the Escrow Agreement shall deliver joint written instructions to the Escrow Agent directing the disbursement of the Escrow Deposit to Buyer.

Article XII SURVIVAL; INDEMNIFICATION

SECTION 12.01 Survival. The representations and warranties of the parties hereto contained in or made pursuant to this Agreement or in any certificate or other writing furnished pursuant hereto or in connection herewith shall survive in full force and effect until the twelve (12) month anniversary of the Closing Date, except, in each case, in the case of actual fraud by Seller or Buyer. The agreements to indemnify in Section 12.02(a)(ii) and Section 12.02(a)(iii) and Section 12.02(a)(iv) and in Section 12.03(a)(ii), Section 12.03(a)(iii) and Section 12.03(a)(iv) shall survive the Closing. Any claims for breach of the covenants and other agreements contained in this Agreement or in any instrument or certificate delivered by any party at the Closing, in each case which are required by their terms to be performed prior to the Closing will survive the Closing until the twelve (12) month anniversary of the Closing Date. Any claims for breach of the covenants and other agreements contained in this Agreement or in any instrument or certificate delivered by any party at the Closing, in each case which contemplate performance as of or after the Closing or that by their terms contemplate performance after the termination of this Agreement shall survive until performed or otherwise in accordance with their terms set forth herein. No claim may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such claim is given on or prior to the last day of the applicable survival period. In the event such notice is given, the right to indemnification with respect thereto shall survive the applicable survival period until such claim is finally resolved and any obligations thereto are fully satisfied.

SECTION 12.02 Indemnification by Buyer.

(a) Subject to Section 12.01, Buyer shall indemnify against and hold harmless Seller, its Affiliates and their respective employees, officers, directors, successors and assigns (collectively, the “***Seller Indemnified Parties***”) from, and agrees to promptly defend any Seller Indemnified Party from and reimburse any Seller Indemnified Party for, any and all losses, damages, costs, expenses, liabilities, obligations and claims of any kind (including any Action brought by any Governmental Authority or Person and including reasonable attorneys’ fees and expenses reasonably incurred) (collectively, “***Losses***”), which such Seller Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with:

(i) Buyer’s breach of any of its representations or warranties contained in this Agreement (each such breach, a “***Buyer Warranty Breach***”);

(ii) any breach or nonfulfillment of any agreement or covenant of Buyer under the terms of this Agreement;

(iii) the Assumed Liabilities; and

(iv) the ownership, business or operation of the Stations after the Effective Time, *provided* that there is not in respect thereof any obligation on the part of Buyer to

indemnify any Seller Indemnified Party for Losses that are indemnifiable under Section 12.03.

(b) Notwithstanding any other provision to the contrary, Buyer shall not be required to indemnify and hold harmless any Seller Indemnified Party pursuant to Section 12.02(a)(i): (A) unless such Seller Indemnified Party has asserted a claim with respect to such matters within the applicable survival period set forth in Section 12.01 and (B) until the aggregate amount of Seller Indemnified Parties' Losses resulting from Buyer Warranty Breaches exceeds one and one-half percent (1.5%) of the Purchase Price (the "**Deductible**") and then only to the extent of such Losses in excess of the Deductible; provided, however, that the cumulative indemnification obligation of Buyer under this Section 12.02(b) shall in no event exceed five percent (5.0%) of the Purchase Price (the "**Buyer Cap**"), provided, further, however, that it is expressly acknowledged and agreed that neither the Deductible or the Buyer Cap shall apply in the case of any indemnification under clauses (ii), (iii) and (iv) of Section 12.02(a).

SECTION 12.03 Indemnification by Seller.

(a) Subject to Section 12.01, Seller, jointly and severally, shall indemnify against and hold harmless Buyer, its Affiliates and their respective employees, officers, directors, successors and assigns (collectively, the "**Buyer Indemnified Parties**") from, and agrees to promptly defend any Buyer Indemnified Party from and reimburse any Buyer Indemnified Party for, any and all Losses which such Buyer Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with:

(i) Seller's breach of any of the representations or warranties contained in this Agreement (each such breach, a "**Seller Warranty Breach**");

(ii) any breach or nonfulfillment of any agreement or covenant of Seller under the terms of this Agreement;

(iii) the Excluded Liabilities (including any Losses which Buyer incurs as a result of accepting liability for any enforcement action by the FCC relating to any period prior to the Closing) or, subject to Section 9.02, any failure to comply with Laws related to bulk sales; and

(iv) the Excluded Assets.

(b) Notwithstanding any other provision to the contrary, Seller shall not be required to indemnify and hold harmless any Buyer Indemnified Party pursuant to Section 12.03(a)(i): (A) unless such Buyer Indemnified Party has asserted a claim with respect to such matters within the applicable survival period set forth in Section 12.01 and (B) until the aggregate amount of Buyer Indemnified Parties' Losses resulting from Seller Warranty Breaches exceeds the Deductible, and then only to the extent of such Losses in excess of the Deductible; provided, however, that the cumulative indemnification obligation of Seller under this Section 12.03(b) shall in no event exceed five percent (5.0%) of the Purchase Price (the "**Seller Cap**"); provided, further, however, that neither the Deductible nor the Seller Cap shall apply in the case of any indemnification under (x) clauses (ii), (iii) and (iv) of Section 12.03(a), or (y) clauses (i) of Section 12.03(a) with respect of a breach of Section 3.01 and Section 3.02.

(c) The cumulative indemnification obligation of Seller pursuant to Section 12.03(a)(i) in respect of a breach of Section 3.01 and Section 3.02 shall in no event exceed the Purchase Price.

SECTION 12.04 Notification of Claims.

(a) A Seller Indemnified Party or Buyer Indemnified Party entitled to be indemnified pursuant to Section 12.02 or Section 12.03 (the “**Indemnified Party**”) shall promptly (but in any case, at least fifteen (15) days before the due date for the amount or response to the claim) notify the party liable for such indemnification (the “**Indemnifying Party**”) in writing of any claim or demand that the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement; *provided, however*, that a failure to give prompt notice or to include any specified information in any notice will not affect the rights or obligations of any party hereunder except and only to the extent that, as a result of such failure, any party that was entitled to receive such notice was actually materially prejudiced. Subject to the Indemnifying Party’s right to defend in good faith third party claims as hereinafter provided, the Indemnifying Party shall satisfy its obligations under this Article XII within thirty (30) days after the receipt of written notice thereof from the Indemnified Party.

(b) If the Indemnified Party shall notify the Indemnifying Party of any claim or demand pursuant to Section 12.04(a), the Indemnifying Party shall have the right to employ counsel reasonably acceptable to the Indemnified Party to defend any such claim or demand asserted against the Indemnified Party for so long as the Indemnifying Party shall continue in good faith to diligently defend against such action or claim. The Indemnified Party shall have the right to participate in the defense of any such claim or demand at its own expense. The Indemnifying Party shall notify the Indemnified Party in writing, as promptly as reasonably possible (but in any case five (5) Business Days before the due date for the answer or response to a claim) after the date of the notice of claim given by the Indemnified Party to the Indemnifying Party under Section 12.04(a) of its election to defend in good faith any such third party claim or demand. So long as the Indemnifying Party is defending in good faith any such claim or demand asserted by a third party against the Indemnified Party, the Indemnified Party shall not settle or compromise such claim or demand without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned, or delayed, and the Indemnified Party shall make available to the Indemnifying Party or its agents all material records and other material in the Indemnified Party’s possession reasonably required by it for its use in contesting any third party claim or demand. Under no circumstances may the Indemnifying Party settle or compromise such claim without the written consent of the Indemnified Party, which consent of the Indemnified Party shall not be unreasonably withheld, conditioned or delayed so long as (x) the Indemnified Party is given a full and complete release of any and all liability from any claims made against it by the third party or third parties making such third party claim, (y) the Indemnified Party has no obligation to pay any monetary damages and (z) such settlement does not impose an injunction or other equitable relief to the Indemnified Party. Whether or not the Indemnifying Party elects to defend any such claim or demand, the Indemnified Party shall have no obligations to do so. In the event: (i) the Indemnifying Party elects not to defend such claim or action, (ii) the Indemnifying Party elects to defend such claim or action but fails to diligently defend such claim or action in good faith, (iii) the Indemnified Party reasonably shall have concluded (upon advice of its counsel) that there may be one or more legal or equitable defenses available to such Indemnified Party or other Indemnified Parties that are not available to the Indemnifying Parties, (iv) the claim involves an

allegation by a Governmental Authority or primarily seeks equitable relief, (v) the Indemnified Party reasonably shall have concluded (upon advice of its counsel) that, with respect to such claims, the Indemnified Party and the Indemnifying Parties have an actual conflict of interest, or that an actual conflict of interest is reasonably likely to exist, or (vi) the claim involves an amount of Losses which, when taken together with all amounts paid for resolved indemnification claims that are subject to the limitations set forth in Section 12.02(b) or Section 12.03(b) and the maximum aggregate amount of Losses alleged in all other unresolved indemnification claims that are subject to the limitations set forth in Section 12.02(b) or Section 12.03(b), exceeds the Buyer Cap or the Seller Cap, as applicable, then the Indemnified Party shall have the right to conduct the defense thereof and to settle or compromise such claim or action without the consent of the Indemnifying Party, except that with respect to the settlement or compromise of such a claim or action, the Indemnified Party shall not settle or compromise any such claim or action without the consent of the Indemnifying Party (such consent not to be unreasonably withheld, conditioned, or delayed), unless (x) the Indemnifying Party is given a full and complete release of any and all liability by all relevant parties relating thereto and has no obligation to pay any damages or remain subject to any injunctive or other non-monetary relief. If any of the foregoing clauses (i) – (vi) in the immediately preceding sentence apply, and the Indemnifying Party does not defend any claim or action, then the Indemnified Party shall have the right to proceed diligently to defend such matter with the assistance of counsel (with counsel selected by the Indemnified Party) and shall be entitled to be reimbursed for all reasonable, documented out-of-pocket costs, expenses and fees incurred by the Indemnified Party in the defense of such matter.

Regardless of which party assumes the defense of such matter, Buyer and Seller shall reasonably cooperate with one another in connection therewith. Such reasonable cooperation shall include making reasonably available all books, records and other documents and materials that are relevant to the defense of such matter and making employees, officers and advisors reasonably available to provide additional information or to act as a witness or respond to legal process. Buyer and Seller shall use reasonable best efforts to avoid production of confidential information (consistent with applicable Law), and to cause all communications among employees, counsel and others representing any party to a third-party claim to be made so as to preserve any applicable attorney-client or work-product privileges.

SECTION 12.05 Net Losses; Subrogation; Mitigation; Materiality.

(a) Notwithstanding anything contained herein to the contrary, the amount of any Losses incurred or suffered by an Indemnified Party shall be calculated after giving effect to (i) any insurance proceeds received by the Indemnified Party (or any of its Affiliates) with respect to such Losses, and (ii) any recoveries obtained by the Indemnified Party (or any of its Affiliates) from any other third party. Each Indemnified Party shall exercise commercially reasonable efforts to obtain such proceeds, benefits and recoveries. If any such proceeds, benefits or recoveries are received by an Indemnified Party (or any of its Affiliates) with respect to any Losses after an Indemnifying Party has made a payment to the Indemnified Party with respect thereto, the Indemnified Party (or such Affiliate) shall pay to the Indemnifying Party the amount of such proceeds, benefits or recoveries (up to the amount of the Indemnifying Party's payment). With respect to any Losses incurred or suffered by an Indemnified Party, no liability shall attach to the Indemnifying Party in respect of any Losses to the extent that the same Losses have been recovered

by the Indemnified Party from the Indemnifying Party; accordingly, the Indemnified Person may only recover once in respect of the same Loss.

(b) Upon making any payment to an Indemnified Party in respect of any Losses, the Indemnifying Party shall, to the extent of such payment, be subrogated to all rights of the Indemnified Party (and its Affiliates) against any third party in respect of the Losses to which such payment relates unless such subrogation would be detrimental in any material respect to the Indemnified Party (or its Affiliates). Such Indemnified Party (and its Affiliates) and Indemnifying Party shall execute upon request all instruments reasonably necessary to evidence or further perfect such subrogation rights.

(c) Buyer and Seller shall use commercially reasonable efforts to mitigate any Losses, whether by asserting claims against a third party or by otherwise qualifying for a benefit that would reduce or eliminate an indemnified matter; provided, however, that no party shall be required to use such efforts if they would be detrimental in any material respect to such party.

(d) All Losses incurred by the Buyer Indemnified Parties in respect of a Seller Warranty Breach shall first be satisfied from the Indemnity Escrow Fund.

(e) For the purposes of determining (i) whether any breach of any representation or warranty contained in this Agreement has occurred, and (ii) the amount of Losses resulting from any such breach, the determination shall, in each case, be made without references to the terms “material,” “materiality,” “Material Adverse Effect,” “material adverse effect” or other similar qualifications as to materiality (other than specific monetary thresholds) contained in any such representation or warranty.

SECTION 12.06 Computation of Indemnifiable Losses. Any calculation of Losses for purposes of this Article XII shall be (a) reduced to take account of any net Tax benefit actually realized by the Indemnified Party arising from the deductibility of any such Loss in the year such Loss is incurred; and (b) increased to take account of any net Tax liability incurred by the Indemnified Party, or any reduction in tax basis of any Purchased Asset, arising from the receipt or accrual of any indemnity obligation hereunder. To the extent permitted by law, all indemnity payments made pursuant to this Agreement shall be treated by the parties hereto as an adjustment to the Purchase Price.

SECTION 12.07 Exclusive Remedies. Buyer and Seller acknowledge and agree that, if the Closing occurs, the indemnification provisions of this Article XII shall be the sole and exclusive remedies of Buyer and Seller for any breach of the representations or warranties or nonperformance of any covenants and agreements of Buyer or Seller contained in this Agreement or any Ancillary Agreement, and neither party shall have any liability to the other party under any circumstances for Losses that are for remote, speculative, exemplary or punitive damages (other than remote, speculative, exemplary or punitive damages that are required to be paid to an unrelated third party by a court of competent jurisdiction in a final, non-appealable adjudicated matter) or for consequential damages or lost profits or damages based on any type of multiple earnings of any Indemnified Party that are not reasonably foreseeable under the circumstances; *provided, however*, that nothing contained in this Agreement shall relieve or limit the liability of either party from any liability or Losses arising out of or resulting from actual fraud in connection

with such party's representations and warranties in this Agreement or the Ancillary Agreements. Notwithstanding the foregoing, it is expressly understood and agreed that nothing contained in this Section 12.07 shall limit, alter or waive in any manner or respect any defenses available to any Person or any burdens of proof or legal standards required to be met by any Person under applicable Law. Nothing in this Article XII shall affect or limit any party's rights or amount to which it might be entitled under Section 2.09.

SECTION 12.08 Treatment of Indemnity Benefits. All payments made by Seller or Buyer, as the case may be, to or for the benefit of the other pursuant to any indemnification obligations under this Agreement shall be treated as adjustments to the Purchase Price for Tax purposes, unless otherwise required by Law.

Article XIII GENERAL PROVISIONS

SECTION 13.01 Expenses. Except as may be otherwise specified herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

SECTION 13.02 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly delivered and received (a) on the date of personal delivery, (b) on the date of transmission, if sent by email so long as the party to whom the notice was intended to be sent affirmatively confirms receipt (other than an automatically generated reply with respect to email delivery), or (c) one Business Day after having been dispatched via a nationally recognized overnight courier service, to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 13.02):

If to Buyer:

RNN National, LLC
800 Westchester Avenue, Suite S-640
Rye Brook, NY 10573
Attn: Edward Van Sadlers, Chief Strategy Officer
E-mail: evansaders@RNNTV.com

With a copy, which shall not constitute notice, to:

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004
Attention: Philip Richter
Email: Philip.Richter@friedfrank.com

If to Seller:

NRJ TV LLC

722 S. Denton Tap Road, Suite 130
Coppell, TX 75019
Attention: Ted B. Bartley
Email: ted@nrjventures.com

With a copy, which shall not constitute notice, to:

Greenberg Traurig, LLP
Terminus 200
3333 Piedmont Road NE Suite 2500
Atlanta, GA 30305
Attention: James S. Altenbach
Email: altenbachj@gtlaw.com

SECTION 13.03 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 13.04 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced because of any Law or the regulations and policies of any Governmental Authority or the decision by any Governmental Authority of competent jurisdiction (including any court), all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

SECTION 13.05 Entire Agreement. This Agreement, the Confidentiality Agreement and the Ancillary Agreements constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between Seller and Buyer with respect to the subject matter hereof and thereof, except as otherwise expressly provided herein.

SECTION 13.06 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign its rights under this Agreement without the other party's prior written consent; *provided, however*, that Buyer may assign its rights hereunder in whole or in part to one or more Affiliates of Buyer upon written notice to, but without consent of, Seller, provided that (i) any such assignment does not delay or impede processing of the FCC Applications, grant of the FCC Consent, or the Closing, (ii) any such assignee(s) deliver(s) to Seller a written assumption of this Agreement, (iii) Buyer shall remain liable for all of its obligations hereunder, and (iv) Buyer shall be solely responsible for any third party consents necessary in connection therewith (none of which are a condition to Closing). With respect to any assignment permitted or required under this Section 13.06, (i) any such assignee(s) shall deliver to Seller a written instrument of assumption with respect to this Agreement in which such assignee(s) (A) shall make to Seller the

representations and warranties contained in Article IV of this Agreement with respect to such assignee(s) and (B) shall covenant to Seller to observe, satisfy, discharge and perform the covenants of Buyer set forth in this Agreement, and (ii) Buyer shall remain liable for all of its obligations hereunder (including those assigned to such assignee), including the payment of the Purchase Price pursuant to Section 2.06 hereof.

SECTION 13.07 No Recourse. No past, present or future director, officer, employee, incorporator, member, partner, equityholder, Affiliate, agent, attorney or representative of Seller, Buyer or any of their Affiliates shall have any liability for any obligations or liabilities of Seller or Buyer, respectively, under this Agreement or for any claim (whether in contract or tort, in law or in equity, or based upon any theory that seeks to “pierce the corporate veil” or impose liability of an entity against its owners or Affiliates or otherwise), liability or any other obligation arising under, based on, in respect of, in connection with, or by reason of, this Agreement or the transactions contemplated hereby, including its negotiation and/or execution.

SECTION 13.08 No Third-Party Beneficiaries. Except as expressly provided in Article XII and Section 13.06, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 13.09 Amendments and Waivers.

(a) This Agreement may not be amended or modified except by an instrument in writing signed by Seller and Buyer.

(b) At any time prior to the Closing, either party may (i) extend the time for the performance of any of the obligations or other acts of the other party hereto, (ii) waive any inaccuracies in the representations and warranties of the other party hereto contained herein or in any document delivered pursuant hereto or (iii) waive compliance by the other party hereto with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby.

(c) No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

SECTION 13.10 Governing Law; Consent to Jurisdiction.

(a) This Agreement and the negotiation, execution, performance or nonperformance, interpretation, termination, construction and all matters based upon, arising out of or related to this Agreement, whether arising in law or in equity (collectively, the “*Covered Matters*”), and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to the Covered Matters, except for documents, agreements and instruments that specify otherwise, shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof.

(b) All Actions arising out of or relating to this Agreement shall be heard and determined exclusively in the federal or state courts sitting in the borough of Manhattan, City of New York, New York, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts (and, in the case of appeals, appropriate appellate courts therefrom) in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. The consents to jurisdiction set forth in this Section 13.10 shall not constitute general consents to service of process in the State of Delaware and shall have no effect for any purpose except as provided in this Section 13.10 and shall not be deemed to confer rights on any third party. The parties hereto agree that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

SECTION 13.11 Specific Performance. The parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties hereto do not perform the provisions of this Agreement (including failing to take such actions as are required of it hereunder to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. The parties acknowledge and agree that the parties shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity. Any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

SECTION 13.12 WAIVER OF JURY TRIAL. BUYER AND SELLER HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF BUYER OR SELLER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

Each party certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not, if there is any litigation or claim, seek to enforce the foregoing waiver, (b) such party understands and has considered the implications of this waiver, (c) such party makes this waiver voluntarily and (d) such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 13.12.

SECTION 13.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, e-mail or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 13.14 No Presumption. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

SECTION 13.15 Disclosure Schedules.

(a) The parties acknowledge and agree that (i) matters reflected in the Disclosure Schedules are not necessarily limited to the matters required by the Agreement to be disclosed in the Disclosure Schedules, (ii) the Disclosure Schedules may include certain items and information solely for informational purposes for the convenience of the parties, and (iii) the disclosure by Seller of any matter in the Disclosure Schedules shall not be deemed to constitute an acknowledgment by Seller that the matter is required to be disclosed by the terms of this Agreement or that the matter is material. The specification of any dollar amount in the representations and warranties contained in the Agreement or the inclusion of any specific item in the Disclosure Schedules are not intended to imply that such amounts are within or outside the ordinary course of business for purposes of the Agreement.

(b) If and to the extent any information required to be furnished in any section of the Disclosure Schedules is contained in the Agreement or in any section of the Disclosure Schedules, such information shall be deemed to be included in all sections of the Disclosure Schedules to the extent that the relevance of any such information to any other section of the Disclosure Schedules is readily apparent from the face of such disclosure.

(c) Seller has disclosed the information contained in the Disclosure Schedules solely for purposes of the Agreement, and no information contained therein shall be deemed to be an admission by any party thereto to any third party of any matter whatsoever, including of any violation of Law or breach of any agreement.

(d) Nothing in the Disclosure Schedules is intended to broaden the scope of any representation or warranty contained in this Agreement or to create any covenant. Seller shall be deemed to have satisfied any representation, warranty or covenant contained in this Agreement regarding the provision or availability to Buyer of information or documents hereunder by any date if such information or documents have been posted to Seller's electronic data room made available to Buyer and its representatives, if so posted on and made available on or before the day prior to the date of this Agreement.

SECTION 13.16 Disclaimer. Buyer hereby acknowledges and agrees that (a) it has voluntarily agreed to define its rights, liabilities and obligations regarding the transactions exclusively pursuant to the express terms and provisions of this Agreement, (b) it expressly disclaims that it is owed any duties or is entitled to any remedies not expressly set forth in this Agreement, and (c) (i) this Agreement embodies the justifiable expectations of sophisticated parties derived from arm's-length negotiations, and (ii) no party has any special relationship with another party that would justify any expectation beyond that of an ordinary buyer and an ordinary seller in an arm's-length transaction. Buyer hereby acknowledges and agrees that the sole and exclusive remedies for any breach of this Agreement (including any representations and warranties set forth herein, made in connection herewith or as an inducement to enter into this Agreement),

any claim arising out of or related to this Agreement or any litigation or claim otherwise arising out of or related to the transactions shall be those remedies available in this Agreement.

SECTION 13.17 Further Assurances. Subject to the terms and conditions of this Agreement, from time to time whether before or after the Closing, at the request of any party and, except as otherwise set forth herein, at the expense of the party so requesting, each other party shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request to consummate the transactions described herein.

SECTION 13.18 Guarantee. NRJ Holdings LLC (“*NRJ Holdings*”), fully, irrevocably and unconditionally guarantees to Buyer the full, complete and timely compliance with the payment obligations of Seller under Section 7.08(b) and Section 7.08(c) of this Agreement, when and to the extent that any of the same shall become due and payable (the “*Holdco Guarantee*”). The Holdco Guarantee constitutes an irrevocable and continuing guarantee of payment. The Holdco Guarantee shall remain in full force and effect and shall be binding on NRJ Holdings and its successors and assigns until all of the payment obligations of Seller under Section 7.08(b) and Section 7.08(c) of this Agreement have been satisfied in full.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Asset Purchase Agreement to be executed as of the date first set forth above.

SELLER

NRJ TV LLC



Name: Ted B. Bartley
Title: President

NRJ TV II LLC



Name: Ted B. Bartley
Title: President

NRJ TV IV LLC



Name: Ted B. Bartley
Title: President

NRJ TV VI LLC



Name: Ted B. Bartley
Title: President

NRJ TV BOSTON OPCO, LLC



Name: Ted B. Bartley
Title: President

NRJ TV DFW OPCO, LLC



Name: Ted B. Bartley
Title: President

NRJ TV HAWAII OPCO, LLC



Name: Ted B. Bartley
Title: President

NRJ TV HOUSTON OPCO, LLC



Name: Ted B. Bartley
Title: President

NRJ TV LA OPCO, LLC



Name: Ted B. Bartley
Title: President

NRJ TV PHILLY OPCO, LLC



Name: Ted B. Bartley
Title: President

NRJ TV SAN FRAN OPCO, LLC



Name: Ted B. Bartley
Title: President

NRJ TV BOSTON LICENSE CO, LLC



Name: Ted B. Bartley
Title: President

NRJ TV DFW LICENSE CO., LLC



Name: Ted B. Bartley
Title: President

NRJ TV HAWAII LICENSE CO, LLC

Ted B. Bartley

Name: Ted B. Bartley
Title: President

NRJ TV HOUSTON LICENSE CO, LLC

Ted B. Bartley

Name: Ted B. Bartley
Title: President

NRJ TV LA LICENSE CO, LLC

Ted B. Bartley

Name: Ted B. Bartley
Title: President

NRJ TV PHILLY LICENSE CO., LLC

Ted B. Bartley

Name: Ted B. Bartley
Title: President

NRJ TV SAN FRAN LICENSE CO, LLC

Ted B. Bartley

Name: Ted B. Bartley
Title: President

For purposes of Section 13.18

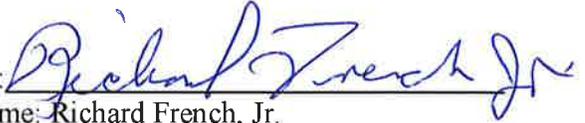
NRJ HOLDINGS LLC

By: *Ted B. Bartley*

Name: Ted B. Bartley
Title: President

BUYER

RNN NATIONAL, LLC

By: 

Name: Richard French, Jr.

Title: President

Schedule 3.12(a)
FCC Licenses

Licensee: NRJ TV Boston License Co, LLC

<u>Call Sign</u>	<u>Fac ID No.</u>	<u>Location</u>	<u>Service</u>	<u>License Expiration</u>
WMFP	41436	Foxborough, MA	Main	4/1/2023

TV Translator Authorizations

-None

Broadcast Auxiliary Authorizations

-None

Wireless Authorizations

-None

Earth Stations Authorizations

-None

Antenna Structure Registrations

ASR No. 1045132 (Industrial Tower and Wireless, LLC)

Repack Authorizations for WWDP(TV), Norwell, MA (Fac. ID No. 23671)

Shared License for Channel 10 (File No. 0000059580; expires 4/1/23)

Licensee: NRJ TV DFW License Co., LLC

<u>Call Sign</u>	<u>Fac ID No.</u>	<u>Location</u>	<u>Service</u>	<u>License Expiration</u>
KFWD	29015	Fort Worth, TX	Main	8/1/2022
-Auxiliary Antenna License (BXLCDT-20121121ARY)				8/1/2022

TV Translator Authorizations

-None

Broadcast Auxiliary Authorizations

KC26144			TV Pickup	8/1/2022
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Wireless Authorizations

-None

Earth Station Authorizations

-None

Antenna Structure Registrations

ASR No. 1045531 (American Towers LLC)
ASR No. 1011407 (Auxiliary) (Hill Tower Corporation)

Licensee: NRJ TV Hawaii License Co, LLC

<u>Call Sign</u>	<u>Fac ID No.</u>	<u>Location</u>	<u>Service</u>	<u>License Expiration</u>
KIKU	34527	Honolulu, HI	Main	2/1/2023
-Auxiliary Antenna License (BXLCDT-20120927AMW)				2/1/2023

TV Translator Authorizations

-None

Broadcast Auxiliary Authorizations

KPK425		RPU	2/1/2023
WLE723		TV STL	2/1/2023
WPOT277		TV STL	2/1/2023
WPWY258		TV ICR	2/1/2023

Wireless Authorizations

WRDA608	MG/microwave	3/13/2029
WRDA609	MG/microwave	3/13/2029

Earth Station Authorizations

-None

Antenna Structure Registrations

ASR No. 1031769 (main and WPWY258) (SummitMedia, LLC)

Licensee: NRJ TV Houston License Co, LLC

<u>Call Sign</u>	<u>Fac ID No.</u>	<u>Location</u>	<u>Service</u>	<u>License Expiration</u>
KUBE-TV	70492	Baytown, TX	Main	8/1/2022

TV Translator Authorizations

-None

Broadcast Auxiliary Authorizations

-None

Wireless Authorizations

-None

Earth Station Authorizations

-None

Antenna Structure Registrations

ASR No. 1064696 (American Towers LLC)

Licensee: NRJ TV LA License Co, LLC

<u>Call Sign</u>	<u>Fac ID No.</u>	<u>Location</u>	<u>Service</u>	<u>License Expiration</u>
KSCI	35608	Long Beach, CA	Main	12/1/2022
-Auxiliary Antenna License (0000055294)				12/1/2022

TV Translator Authorizations

-None

Broadcast Auxiliary Authorizations

WCD934		TV STL	12/1/2022
WCD936		TV ICR	12/1/2022
WPQW926		TV STL	12/1/2022
WPQW972		TV ICR	12/1/2022

Wireless Authorizations

WQUZ237		MG/microwave	11/24/24
WQUZ263		MG/microwave	11/24/24

Earth Station Authorizations

-None

Antenna Structure Registrations

ASR No. 1221073 (auxiliary tower) (American Towers LLC)
ASR No. 1213941 (main and WPQW972) (SpectraSite Communications, LLC through American Towers LLC)
ASR No. 1019247 (WCD936) (Communications Relay LLC)

Licensee: NRJ TV Philly License Co., LLC

<u>Call Sign</u>	<u>Fac ID No.</u>	<u>Location</u>	<u>Service</u>	<u>License Expiration</u>
WTVE	55305	Willow Grove, PA	Main	8/1/2023

TV Translator Authorizations

-None

Broadcast Auxiliary Authorizations

-None

Wireless Authorizations

-None

Earth Station Authorizations

-None

Antenna Structure Registrations

ASR No. 1231524 (Global Tower, LLC through American Towers, LLC)

Licensee: NRJ TV Philly License Co., LLC

<u>Call Sign</u>	<u>Fac ID No.</u>	<u>Location</u>	<u>Service</u>	<u>License Expiration</u>
WPHY-CD	74464	Trenton, NJ	Class A	6/1/2023

TV Translator Authorizations

-None

Broadcast Auxiliary Authorizations

-None

Wireless Authorizations

-None

Earth Station Authorizations

-None

Antenna Structure Registrations

ASR No. 1231524 (Global Tower, LLC through American Towers, LLC)

Licensee: NRJ TV San Fran License Co, LLC

<u>Call Sign</u>	<u>Fac ID No.</u>	<u>Location</u>	<u>Service</u>	<u>License Expiration</u>
KCNS	71586	San Francisco, CA	Main	2/1/2022
-Auxiliary Antenna License (BXLCDT-20130918ACX)				2/1/2022
-Auxiliary Antenna Construction Permit (0000055473)				7/24/2021
-Repack Construction Permit (0000034679)				3/13/2020

TV Translator Authorizations

-None

Broadcast Auxiliary Authorizations

-None

Wireless Authorizations

-None

Earth Station Authorizations

-None

Antenna Structure Registrations

ASR No. 1001289 (Sutro Tower, Inc.)

Schedule 3.12(b)
Pending FCC Applications

NRJ TV Boston License Co, LLC

- WMFP; SES-REG-INTR2018-09478 (Receive-Only Earth Station)

NRJ TV DFW License Co., LLC

- KFWD; minor modification to increase power (File No. 0000035752)

NRJ TV Hawaii License Co, LLC

- KIKU; SES-REG-INTR2018-08582 (Receive-Only Earth Station)
SES-REG-INTR2018-08583 (Receive-Only Earth Station)

NRJ TV Houston License Co, LLC

- KUBE-TV; SES-REG-INTR2018-08576 (Receive-Only Earth Station)

NRJ TV LA License Co, LLC

- KSCI; modification of CP to convert 0000035764 (File 0000036118) (DTS)
SES-REG-INTR2018-08635 (Receive-Only Earth Station)
SES-REG-INTR2018-08636 (Receive-Only Earth Station)

NRJ TV Philly License Co., LLC

- WTVE; SES-REG-INTR2018-08526 (Receive-Only Earth Station)

Schedule 3.12(c)

Compliance with Communications Laws

Seller has not completed or caused to be completed the construction of those facilities or changes contemplated by the construction permits identified in Schedule 3.12(a) for which Seller (or Seller's channel sharing partner) has not filed a license to cover with the FCC.

Schedule 3.12(d)
FCC Applications

None.

Schedule 3.17(a)
List of Material Items of Equipment

Attached.

KSCI - NRJ TV LA OPCO LLC

Asset List

September 30, 2019

Sys No	Description	In Svc Date	Acquired Value
000001	Studio, 30' X 40', Modified for Television Production	08/11/12	267,800.00
000002	Andrew XH4 Line Monitor	08/11/12	757.00
000003	Andrew Dryline XT-600 Dehydrator	08/11/12	2,431.00
000004	ERI TRASAR® ATW26H6-ETC3-18S UHF Slotted Coaxial Antenna	08/11/12	267,198.00
000005	215 ft of 6-1/8-Inch 75 Ohm Rigid Transmission Line including elbows, connectors	08/11/12	20,714.00
000009	Harris PWR 30D1 Power CD 30KW Digital Ch-18 Transmitter including ERI Ch-18 Mask	08/11/12	740,047.00
000010	Harris Atlas 2.5KW Digital CH-18 Backup Transmitter (converted from analog) with	08/11/12	159,031.00
000011	Harris DVA4500AT 4.5KW Digital CH-18 DTV Transmitter including Ethylene Glycol c	08/11/12	408,191.00
000012	Andrew waveguide switch	08/11/12	3,101.00
000013	Staco BMB-T500 3 PH 600V 500A Power Bypass Switch	08/11/12	23,364.00
000014	Staco MVR48TCIY333 3 PH 480V 400A Voltage Regulator	08/11/12	21,904.00
000015	Siemens 600A Power Disconnect Panel	08/11/12	12,615.00
000016	Liebert Interceptor Surge suppressor	08/11/12	15,199.00
000017	Industrial Electric 480/600V Switch Panel	08/11/12	8,567.00
000018	Generac GTS Systems 400A, Transfer Switch	08/11/12	4,836.00
000019	MGM 75KVA 3 PH Stepdown Transformer 480 to 208V	08/11/12	2,280.00
000021	Industrial Electric 208V 3PH 30 Circuit CB Panel	08/11/12	608.00
000022	Industrial Electric 208V 3PH 42 Circuit CB Panel	08/11/12	669.00
000025	Generac SD-100 100KW Emergency Power Generator with Generac 64DTAH Diesel Engi	08/11/12	21,354.00
000027	360 Systems Image Server 2000 DVR	08/11/12	1,140.00
000028	Bittree 32 Port Video Patch Panel	08/11/12	7,377.00
000029	ADC 28 Port Video Patch Panel	08/11/12	656.00
000030	ADC 26 port Video Patch Panel	08/11/12	601.00
000031	GVG 8900 Frame w/ dual power supply W/ 8-8941 Monitoring DA,1- 8964 DEC Four-Ch	08/11/12	3,778.00
000032	GVG 8900 Frame w/ dual power supply W/ 8-8941 Monitoring DA 1- 8960 NTSC/PAL to	08/11/12	3,778.00
000033	GVG 8900 Frame w/ dual power supply W/ 8-8941 Monitoring DA 1-8964 DEC Four-Cha	08/11/12	3,778.00
000034	GVG 8900 Frame w/ dual power supply W/ 8-8941 Monitoring DA 1- 8960 NTSC/PAL to	08/11/12	3,778.00
000035	GVG 8900 Frame w/ dual power supply W/ 8-8941 Monitoring DA 1- 8964 DEC Four-Ch	08/11/12	3,778.00
000036	GVG 8900 Frame w/ dual power supply W/ 7-8941 Monitoring DA,1- 8504 VDA	08/11/12	3,778.00
000037	GVG 8900 Frame w/ dual power supply W/ 7-8941 Monitoring DA 1- 8964 DEC Four-Ch	08/11/12	4,222.00
000038	GVG 8900 Frame w/ dual power supply W/ 7-8941 Monitoring DA 1-8920MUX Video/Aud	08/11/12	4,216.00
000041	GVG K2 Solo HD/SD Server	08/11/12	17,200.00

000042	Abekas Air Cleaner Profanity delay system	08/11/12	5,621.00
000043	GVG 8900 Frame w/dual power supply and 4- 8910 Stereo ADA	08/11/12	1,411.00
000045	ESE ES 166UP/UL Clock	08/11/12	59.00
000046	Leitch DPS 575 Frame Synchronizer	08/11/12	351.00
000047	Leitch DPS 475 Frame Synchronizer	08/11/12	351.00
000048	Tektronix WFM-601A Waveform Monitor	08/11/12	12,881.00
000049	Evertz 8084 Closed Caption Encoder	08/11/12	716.00
000050	Bittree 24 port Video Patch Panel	08/11/12	1,639.00
000053	GVG CP 328 Router Control Panel	08/11/12	21.00
000054	Phillips CP3832 Router Control Panel	08/11/12	66.00
000055	Wohler Amp1A-LP2S Audio Monitor	08/11/12	108.00
000056	VideoTek VTM-300 Waveform Monitor	08/11/12	464.00
000057	Wohler Amp1A-VS Audio Monitor	08/11/12	93.00
000058	RTS MCS 325 Speaker	08/11/12	516.00
000059	RTS MCE 325 User station	08/11/12	623.00
000061	GVG 8900 Frame w/dual power supply with 2-8931 DA 1-8950 ADC 3-8941 VDA & 3-8800	08/11/12	4,222.00
000062	ADC 10 port Triax Patch Panel	08/11/12	359.00
000064	RTS SAP 1626 Source Assignment Panel	08/11/12	2,803.00
000065	RTS 4010 IFB Controller	08/11/12	465.00
000066	RTS PS-31 Power Supply	08/11/12	584.00
000067	BGW 85 Professional 2 Channel Audio Power Amp	08/11/12	106.00
000068	GVG 8900 Frame w/dual power supply with 6- 8910 Stereo ADA	08/11/12	1,411.00
000069	Tektronix TSG-170A NTSC TV Test Signal Generator	08/11/12	2,951.00
000070	Leitch FR 684 Frame w/dual power supply with 10- VEA 683 Video EQ	08/11/12	500.00
000072	Telos Link Telephone Hybrid	08/11/12	774.00
000073	Gentner TS 612 Telephone Hybrid	08/11/12	1,593.00
000075	ADC 24 port Video Patch Panel	08/11/12	546.00
000076	GVG 8900 Frame w/dual power supply with 4- 8950 ADC	08/11/12	3,435.00
000078	Ortel 10990A Rack Mount Chassis	08/11/12	117.00
000079	Ortel 10901A Power Supply	08/11/12	62.00
000080	Ortel 10446A FiberOptic Rx Module	08/11/12	781.00
000081	GVG Encore Systems Router Control	08/11/12	4,707.00
000082	Auratone 5C Supersound Cube Speaker	08/11/12	75.00
000083	Leitch FR 884 Frame w/single Power Supply	08/11/12	343.00
000084	Leitch DAC-880 digital audio to analog converter	08/11/12	254.00
000085	GVG Concerto 64 X 64 SDI Routing Switcher	08/11/12	22,296.00
000086	GVG VM-3000C Jupiter Plus Control Processor	08/11/12	539.00
000087	Bittree Bantam 24 port Audio Patch Panel	08/11/12	687.00

000088	Cisco 2800 series Integrated Services Router	08/11/12	468.00
000092	Chyron Camio Controller	08/11/12	15,367.00
000093	Chyron Duet Lex-2 Ch Character Generator	08/11/12	22,948.00
000094	Gefen Cat-5-7000 Extender	08/11/12	1,187.00
000096	ACS Computer Custom Configured with Production/Editing Software	08/11/12	7,213.00
000097	Folsom Image Pro SDI Scan Converter	08/11/12	3,435.00
000098	Evertz 500FR frame w/dual power supply with 1-500FC VistaLink Frame Controller C	08/11/12	1,461.00
000099	GVG 8900 Frame w/dual power supply with 10- 8941 Component digital monitoring di	08/11/12	4,222.00
000100	Equipment Rack 19"W X 84"H Steel	08/11/12	12,881.00
000104	StarTech Duraview LCD rack console w/ 16port KVM Switch	08/11/12	1,792.00
000110	Rose Ultra Matrix 4xE KVM Switch	08/11/12	117.00
000111	Rose Ultra Matrix RP4-4R4X16U Remote KVM Switch	08/11/12	117.00
000119	QTV Autocue/QTV (17")Teleprompter	08/11/12	468.00
000121	Vinten MK7B Tilt/Pan Head	08/11/12	10,949.00
000122	Vinten 2-Stage Pneumatic Studio Pedestal	08/11/12	6,450.00
000123	Sony ECM55B Lavalier Microphone	08/11/12	3,083.00
000124	Videssence B220-455BX Twin Tube Lighting Fixture	08/11/12	3,864.00
000125	Kino Flo FX-4804 4 bank Lighting Fixture	08/11/12	1,030.00
000126	Kino Flo FX-2404 4 bank lighting Fixture	08/11/12	3,091.00
000127	Misc 2K 1K 640W & 300W Studio Lighting fixtures, in lots	08/11/12	195.00
000128	150 ft of Belden 1858A Triax Cable	08/11/12	32.00
000129	75 ft of Gepco LVT81859 Triax Cable	08/11/12	15.00
000130	KRK 9000B Studio Speakers	08/11/12	281.00
000131	Lighting Grid w/48 20Amp Outlets	08/11/12	5,921.00
000132	ETC 5R-24 Dimmer Panel w/ 48-2K Dimmers	08/11/12	7,370.00
000133	Powerware 9315 60KW UPS Power System	08/11/12	70,923.00
000134	MGM Step Down Transformer, 150KVA 3Phase, 480V to 208V	08/11/12	2,986.00
000135	ASCO Series 300 Transfer Switch, 100A/450V	08/11/12	5,464.00
000136	Cutler Hammer MBS UPS Maintenance Bypass Switch	08/11/12	3,084.00
000138	Leitch DTD5225R Digital Clock	08/11/12	39.00
000139	Shure ULXP24 Wireless Handheld Microphone System	08/11/12	304.00
000140	Telex TT-44 IFB Transmitter	08/11/12	741.00
000142	Telex BTR-800 wireless Intercom Base Station	08/11/12	426.00
000143	Hafler P3000 Audio Amp	08/11/12	332.00
000148	Autocue Q-Box Teleprompter	08/11/12	6,614.00
000150	Telex 64438 Headset	08/11/12	33.00
000151	Telex TR-800 Belt Pack	08/11/12	273.00
000152	Shure ULX1 Wireless Mic Tx	08/11/12	156.00

000154	JVC TM1400SU 14" CRT Monitor	08/11/12	1,327.00
000155	AutoScript MFC-1 Prompter Foot Pedal	08/11/12	312.00
000156	AutoScript,MFC-Desktop Prompter Control	08/11/12	468.00
000157	AutoCue Prompter Foot Pedal	08/11/12	375.00
000159	ETC Express 24 channel Dimmer Control Console	08/11/12	215.00
000161	Pipe Grid 30' X 40' 2" pipe construction	08/11/12	312.00
000162	Hitachi HVD 30 Camera	08/11/12	398.00
000163	Eagle PT-50 Pan/Tilt Head	08/11/12	82.00
000164	Marshall V-R563P Triple 5.6" LCD Monitor	08/11/12	195.00
000165	GVG CP-32B Router Control Panel	08/11/12	365.00
000166	Marshall V-R151-4P 15" Quad Split LCD Monitor	08/11/12	171.00
000167	Wohler Amp-1A LP2S Audio Amp	08/11/12	108.00
000168	RTS MCE-325 Speaker	08/11/12	17.00
000169	RTS MRT- 327 User Station	08/11/12	39.00
000170	ESE ES185,1RU Clock Display	08/11/12	30.00
000171	DBX 166A Compressor/Limiter	08/11/12	30.00
000172	Aphex 230 Master Voice Channel	08/11/12	74.00
000173	RTS 3001 IFB Control	08/11/12	43.00
000174	JBL 4206 Speaker	08/11/12	31.00
000175	Mackie 24 X 8 Audio Mixer w/Monitor Bridge and Power Supply	08/11/12	3,966.00
000176	Shure ULX1-M1 Wireless Mic Transmitters	08/11/12	546.00
000177	Telex TR-16 IFB Rx	08/11/12	25.00
000178	Telex AT-2075 Charger	08/11/12	84.00
000179	Telex BP-700-NM Battery	08/11/12	37.00
000181	Bryston 3B Audio Amp	08/11/12	257.00
000182	Bittree 48 Port Audio Patch Panel	08/11/12	398.00
000183	Symetrix 528E Voice Processor	08/11/12	59.00
000187	Leitch FR-883 Frame w/ single power supply 3 - AMD / 880 Audio DA	08/11/12	863.00
000188	GVG 8900 frame w/dual Power Sypply 5 - 8910 Stereo Audio DA	08/11/12	730.00
000189	Equipment Rack 19"W X 48"H Steel	08/11/12	328.00
000190	Operating Console 6' W w/Monitoring Bridge Custom	08/11/12	215.00
000191	Panasonic CT-L1400 14" LCD Monitor	08/11/12	94.00
000192	Gefen Cat 5-7000R Extender	08/11/12	37.00
000193	Telex / RTS BP-325,Dual Channel Beltpack	08/11/12	35.00
000237	VideoTek VTM200 Multifformat Waveform/Vector Monitor	08/11/12	2,662.00
000241	Bryston 3B Audio Amp	08/11/12	257.00
000242	Graham Patton DESAM 230 Audio Mixer	08/11/12	507.00
000246	Gefen Cat5-7000R KVM Switch	08/11/12	70.00

000247	Smart AVI DVX2P Cat5 RS232 / Audio Extender	08/11/12	70.00
000248	Edit Console 20'L X 48"W W/Monitor Bridge Formica Top & Bull Nose	08/11/12	273.00
000252	Equipment Rack 19"W X 72"H Steel	08/11/12	2,748.00
000253	Phillips VM 3000A Control Processor	08/11/12	14,930.00
000256	Bittree Bantam 48 Port Stereo Audio Patch Panel	08/11/12	6,183.00
000257	Bittree Bantam 32 Port Video Patch Panel	08/11/12	1,202.00
000258	Bittree 18 Port RS232 Patch Panel	08/11/12	670.00
000259	GVG 8900 Frame w/Dual Power Supplies, three 8950 DAC, three 8941DA, and four 895	08/11/12	180.00
000260	Ross 8100 Series Frame w/Dual Power Supplies, three UDA8005, two VEA8007, and on	08/11/12	182.00
000261	GVG 8900 Frame w/Single Power Supply and seven 8910 Stereo ADA Modules	08/11/12	213.00
000262	GVG 8900 Frame w/Dual Power Supplies and six 8910 Stereo ADA Modules	08/11/12	176.00
000263	Sony DNW A-65 Beta SX VTR	08/11/12	1,671.00
000264	Sony PVW-2800 Beta SP VTR	08/11/12	9,283.00
000265	VideoTek VTM 2000 Multi-Format SD-SDI Waveform Monitor	08/11/12	5,584.00
000266	Leitch DP5575 Frame Synchronizer	08/11/12	351.00
000267	Leitch DPS475 Frame Synchronizer	08/11/12	351.00
000268	Phillips CP3830 Control Panel	08/11/12	69.00
000269	Phillips CP3809 Control Panel	08/11/12	66.00
000270	Marshall VR44P Quad 4" LCD Monitor	08/11/12	2,264.00
000272	Sony HDV 1080 DVCAM Recorder/Player	08/11/12	176.00
000273	Black Box 4 x 1 Compact VGA Switch	08/11/12	28.00
000275	Wohler Amp1A Audio Monitor	08/11/12	57.00
000276	Phillips CP3832 Control Panel	08/11/12	66.00
000277	GVG CP328 Control Panel	08/11/12	365.00
000278	Panasonic AJ-D950 DVCPRO 50 VTR	08/11/12	1,743.00
000279	Panasonic AJ-SD955 DVCPRO 50 VTR	08/11/12	1,327.00
000281	Yamaha DVD-S1800 DVD Player	08/11/12	15.00
000284	Sony BVM-1316 13" Trinitron Monitor	08/11/12	259.00
000286	Primera BXR DVD Duplicator	08/11/12	103.00
000288	Sony DVW-A510 Digital BetaCam VTR	08/11/12	12,608.00
000293	Equipment Rack 19"W X 84"H Steel	08/11/12	6,612.00
000303	Phillips CP3830 Router Control Panel	08/11/12	138.00
000304	Phillips CP3809 Router Control Panel	08/11/12	132.00
000305	Phillips CP310 Router Control Panel	08/11/12	66.00
000306	Phillips CP328 Router Control Panel	08/11/12	64.00
000310	RTS MCS-325 Speaker	08/11/12	193.00
000311	RTS Series 4000 4001-4 Position IFB Panel	08/11/12	174.00
000312	RTS MCE-325 User Station	08/11/12	234.00

000313	Dorrrough 40A2 Loudness Meter	08/11/12	375.00
000316	Leitch DTD5225R Clock Display	08/11/12	422.00
000317	ESE ES-380U,100 Minute Up/Down Timer	08/11/12	33.00
000319	Eagle PT/CC Camera Control Panel	08/11/12	7.00
000320	Eagle PT/C Pan/Tilt Control Panel	08/11/12	7.00
000321	Eagle PT-PS1 Power Supply	08/11/12	21.00
000322	Mackie 1402-VLZ 10 Channel Audio Mixer	08/11/12	33.00
000323	Wohler Amp1A SUM 6/SD Audio Amplifier	08/11/12	967.00
000333	ADC 24 Port Video Patch Panel	08/11/12	2,576.00
000334	Leitch FR684 Frame w/Dual Power Supplies and ten VEA683 EQ Amplifiers	08/11/12	730.00
000335	Hafler P-3000 400W Audio Amplifier	08/11/12	491.00
000337	Gefen Cat5-9000R Extender	08/11/12	111.00
000342	Panasonic WJ410 Quad B&W Monitor System	08/11/12	66.00
000343	Wohler Amp1A Audio Amp	08/11/12	57.00
000345	Autocue SPROV2 Teleprompter Control Panel	08/11/12	78.00
000346	BDL Autoscript Teleprompter Control Panel	08/11/12	20.00
000347	Abekas Aircleaner CP Control Panel	08/11/12	8.00
000350	ESE ES-310UD/UL Timer	08/11/12	34.00
000351	Edirol MA15D Digital Stereo Micro Monitors	08/11/12	250.00
000354	Avocent Longview KVM Extender	08/11/12	52.00
000356	Harmonic Prostream 1000 Stream Processor and Transcoder	08/11/12	16,394.00
000359	ADC 32 Port SDI Patch Panel	08/11/12	1,124.00
000360	Miranda Densité 3 Frame w/Single Power Supply, Ethernet Controller, and twenty S	08/11/12	32,241.00
000361	DTV Innovations TSACO 1000 Automatic Changeover Switch	08/11/12	6,503.00
000362	Leitch VIA 32 16X20 SDI Serial Routing	08/11/12	437.00
000363	Tektronix MTM 400 MPEG Transport Stream monitor	08/11/12	11,421.00
000364	Seachange BMC 30000 Raid Chassis w/12 Drives	08/11/12	168,623.00
000365	Marshall VR28P 2 inch 8 LCD rack Mount Display	08/11/12	2,498.00
000366	Seachange Media Client 6000 Series Video Server	08/11/12	65,701.00
000367	Aten Master view Max 8-Port PS2/USB KVM Switch	08/11/12	224.00
000368	Dell PowerEdge R610 Server	08/11/12	1,748.00
000369	Wiremold 6 Port Electrical Outlet Panel	08/11/12	22.00
000370	Evertz 9725LGA SDI Logo & Media Inserter	08/11/12	68,424.00
000371	Leitch X75 Multiple Converter and Frame Synchronizer	08/11/12	48,713.00
000372	Leitch Panacea 32x32 HD SD router	08/11/12	1,780.00
000373	Bittree 32 Port SDI Patch Panel	08/11/12	3,787.00
000374	Panasonic AJ-D950d DVC Pro/Pro 50 VTR	08/11/12	3,486.00
000375	Ktech DVM150E Professional DTV Receiver/Decoder	08/11/12	24,591.00

000377	Saturn RPP4000 Redundant Power Supply	08/11/12	332.00
000378	Saturn DVP 4000 Digital Video Processor	08/11/12	1,274.00
000379	Saturn AAP4000 Analog Audio Processor	08/11/12	1,062.00
000380	Harris X75 Multiple Converter and Frame Synchronizer	08/11/12	2,857.00
000381	Ross Gear 8000 Series Frame w/dual Power Supplies, six DMK 8554A, two MUX 8552A-	08/11/12	195.00
000382	Phillips Triton BDS 1602CP 16 X 2 Video Router Control Panel	08/11/12	150.00
000383	Phillips Triton BDS 1602CP 16 X 2 Audio Router Control Panel	08/11/12	150.00
000384	Tektronix WFM 400 Waveform Monitor	08/11/12	5,302.00
000385	Tektronix WFM 400M Component Waveform Monitor	08/11/12	4,990.00
000386	Wohler Amp1-VSA 4 CH Audio Amplifier	08/11/12	1,110.00
000387	Bittree 48 Port Audio Patch Panel	08/11/12	956.00
000388	Leitch FR684 Frame w/single Power Supply and nine VEA 683 modules.	08/11/12	730.00
000389	Phillips Triton BDS 1602CP 16 X 16 Video Router	08/11/12	46.00
000390	Phillips Triton BDS 1602CP 16 X 16 Audio Router	08/11/12	46.00
000391	Phillips-Saturn RPP-3500 Redundant Power Supply	08/11/12	73.00
000392	Phillips-Saturn DVP 3500 Digital Video Processor	08/11/12	878.00
000393	Phillips-BTS Saturn AAP 3500A Analog Audio Switcher	08/11/12	439.00
000394	Miranda Densité 3 Frame w/ Single Power Supply, Ethernet Controller, two DDA 111	08/11/12	8,968.00
000395	Phillips Venus 2001 128 X 128 Modular Universal Router	08/11/12	5,152.00
000396	Rane DC-24 2 Channel Compressor Limiter Gate/Expander	08/11/12	211.00
000397	Harris X50 Multiple Converter and Frame Synchronizer	08/11/12	3,060.00
000398	Leitch FR684 Frame w/single Power Supply, five ADC 880, and four DAC 880 modules	08/11/12	730.00
000399	Leitch FR884 Frame w/single Power Supply and eleven ASD 880 modules	08/11/12	597.00
000400	Leitch FR884 Frame w/single Power Supply, five ADC 880, and four DAC 880 modules	08/11/12	597.00
000401	Leitch FR884 Frame w/single Power Supply and ten ASD 880 modules	08/11/12	597.00
000402	Leitch FR884 Frame w/single Power Supply and ten ASD 880 modules	08/11/12	597.00
000403	Leitch FR884 Frame w/single Power Supply and twelve ASD 880 modules	08/11/12	597.00
000404	Leitch FR884 Frame w/single Power Supply and nine ASD 880 modules	08/11/12	597.00
000405	Leitch SPG-2612N Sync Generator Frame with one 1302SG, one 1312CS, and one 1302G	08/11/12	281.00
000406	Leitch SPG-2612N Sync Generator Frame with one 1302PG, one 1312CS, two 1302BT, a	08/11/12	297.00
000407	Leitch 2600RP Remote Control Panel	08/11/12	199.00
000408	Leitch ACO-131 Automatic Changeover	08/11/12	863.00
000409	Tektronix TSG 422 Digital Component Generator	08/11/12	2,576.00
000410	Leitch DPS 575 Frame Sync	08/11/12	703.00
000411	Ross 8000 Series Frame w/dual Power Supplies, one DAC 8013, two DAC 8015, and se	08/11/12	1,327.00
000412	NorPak Corp NUR Nielsen Universal Reader	08/11/12	2,810.00
000413	Ross DFR-8321 Open Gear Frame w/dual Power Supplies and two NWE-3G modules	08/11/12	3,162.00
000414	ADC 32 Port HD-SDI Patch Panel	08/11/12	3,372.00

000415	Bittree,488 Series Audio 2 x 24 Patch Bay	08/11/12	562.00
000416	Leitch FR684 Frame w/single Power Supply, nine VEA 684, and one UDA 680 module	08/11/12	730.00
000417	Leitch FR684 Frame w/single Power Supply and four VEA 684 modules	08/11/12	730.00
000418	Leitch FR684 Frame w/single Power Supply, nine VEA 684, and one UDA 680 module	08/11/12	995.00
000419	Leitch FR684 Frame w/single Power Supply, eight VEA 684, and two UDA 680 modules	08/11/12	929.00
000420	Leitch FR684 Frame w/single Power Supply and ten VEA 684 modules	08/11/12	730.00
000421	Leitch FR684 Frame w/single Power Supply and ten VEA 684 modules	08/11/12	730.00
000422	Quintec LS2-2150 RF SPLITTER	08/11/12	1,113.00
000423	Epson EFI Fiery Spark Pro-10000 Series Workstation	08/11/12	1,405.00
000424	Phillips CP3800A Router Control Panel	08/11/12	66.00
000425	ADC 26 Port Analog Audio Patch Panel	08/11/12	6,967.00
000426	Bittree 48 Port Audio Patch Panel	08/11/12	159.00
000427	Link IEC-786 CC Decoder	08/11/12	40.00
000428	Phillips Venus 2001 Router Control Panel	08/11/12	70.00
000429	ESE ES 102U GPS Time Code Generator / Master Clock	08/11/12	147.00
000430	Quintech SRM 2150 Series RF matrix router	08/11/12	20,066.00
000431	Wohler Amp1-APF Audio Monitor	08/11/12	133.00
000432	JVC DT-V1710CG 17-Inch Broadcast Monitor	08/11/12	4,765.00
000433	Phillips CP-3864 Router Control Panel	08/11/12	66.00
000434	Cybox AutoView 8-P Commander KVM Switch	08/11/12	23.00
000435	DNF Controls ST-400 VTR Controller	08/11/12	359.00
000436	IBM PC Keyboard	08/11/12	21.00
000438	RDL TX-AFC1F Audio Format Converter	08/11/12	43.00
000439	GVG 8900 Series Frame w/single Power Supply, three 8950 DAC, one 8964 DEC, and o	08/11/12	180.00
000441	Phillips VM3000A Control Processor	08/11/12	29,860.00
000444	Panasonic AJ-D90 DVCPRO50 VTR	08/11/12	863.00
000445	Avitel EV4061 19" - Rack Mount VTR Drawer	08/11/12	64.00
000446	Phillips MI 3040 BTS Machine Interface	08/11/12	93.00
000449	Quintech AMP1200-RU4 L-Band Amplifier	08/11/12	94.00
000450	Leitch DPS 575 Frame Synchronizer	08/11/12	9,836.00
000451	Leitch DPS 415 Frame Synchronizer	08/11/12	703.00
000452	Tektronix 1780 Waveform Monitor	08/11/12	1,163.00
000453	Phillips CP-3864 Router Control Panel	08/11/12	66.00
000454	Digital Processing Systems DPS-235 Transcoder/Synchronizer	08/11/12	156.00
000457	VideoTek VTM 200 Multiformat Waveform & Vector Monitor	08/11/12	30,427.00
000459	Panasonic WV-BM 503 Triple 5" B&W Video Monitor	08/11/12	176.00
000460	Sony PVW-2800 Betacam SP VTR	08/11/12	27,850.00
000461	Sony DNW-A22 SX SP PLAYER	08/11/12	1,054.00

000462	Ross DFR-8321 Open Gear Series Frame w/dual Power Supplies, three DAC 8013, and	08/11/12	3,162.00
000463	Samsung Syncmaster 192N 9-inch TFT LCD Monitor	08/11/12	951.00
000464	Panasonic AJ-D950 DVC Pro 50 VTR	08/11/12	3,486.00
000467	Sony DNW-A65 Betacam SX Studio Player	08/11/12	17,100.00
000472	Harris H Class Automation & Device Controller w/three Louth Scrub Wheel Control	08/11/12	205,705.00
000473	Belkin Omniview F1D066 4-Port PS/2 KVM Switch	08/11/12	84.00
000475	Harris device server PC1 DS32	08/11/12	164.00
000476	Samsung Syncmaster 910T 19" LCD Flat Panel Monitor	08/11/12	272.00
000479	Evertz 500R High Density Distribution Frame w/Dual power supply,1- 500FC 1- 500D	08/11/12	4,603.00
000480	VideoTek VTM 200 Multiformat Waveform & Vector Monitor	08/11/12	4,564.00
000481	Ikegami PM 509 5" B&W Monitor	08/11/12	597.00
000482	Harris RCP-32X32 Router Panel	08/11/12	492.00
000483	RTS MCE 325 User Station	08/11/12	78.00
000484	ADC Dv6312RSR Coax Panel	08/11/12	49.00
000486	Phillips Saturn DVP 3500A Video Switcher	08/11/12	664.00
000488	Marshall VR25P 10x 2.5" LCD Panels in Rack Mount	08/11/12	9,368.00
000489	Phillips Triton BDS 1602CP 16 X 2 Audio Router Control Panel	08/11/12	112.00
000490	Wohler AMP2/VTR 2U Stereo Audio Speaker Monitors	08/11/12	1,059.00
000491	Sony BVM A14F5M 14" Trinitron Monitor	08/11/12	829.00
000492	ESE ES 102U GPS Based Time Code Generator / Master Clock	08/11/12	147.00
000493	Digital Processing Systems DPS-235 Transcoding Synchronizer	08/11/12	156.00
000494	Avocent Longview KVM extender	08/11/12	727.00
000497	Burk Technology GSC 3000 Transmitter Remote Control	08/11/12	6,496.00
000498	Gentner GSC 3000 Wiring Interface	08/11/12	410.00
000499	Burk Technology Wiring Interface for GSC3000	08/11/12	235.00
000500	Digital Alert Systems Dasdec II Emergency Alert System	08/11/12	4,609.00
000501	Leitch DPS 575 Frame Sync	08/11/12	3,513.00
000502	Ktech DVM150E Professional DTV Receiver/Decoder	08/11/12	2,342.00
000503	Leitch X75 Multiple Converter and Frame Synchronizer	08/11/12	6,089.00
000505	Avocent Switchview 1000 8 Port KVM	08/11/12	422.00
000506	Avocent Switchview 1000 4 Port KVM	08/11/12	80.00
000511	Sony PVM 80450 8" Trinitron Color Video Monitor	08/11/12	31.00
000512	JVC TM-910SU 9" field/studio color video CRT monitor	08/11/12	62.00
000514	Chyron Channel Box automated channel branding	08/11/12	27,757.00
000516	Generac 5928 Standby Power Monitor	08/11/12	10.00
000517	Bittree 26 Port Video Patch Bay	08/11/12	55.00
000519	Pico-Macom,MPC12 12 Slot Universal Mini-Mod Chassis & Power Supply	08/11/12	86.00
000520	Cisco Catalyst 2960 48-Port 10/100/1000 Ethernet Switch	08/11/12	1,366.00

000521	SMC 8824M Tigerstack 2 Stackable 24-Port 10/100/1000 managed switch	08/11/12	2,082.00
000522	Seachange-Mellanox Technologies Infiniband SCSI Hub	08/11/12	2,241.00
000523	Seachange Serial and SDI Breakout Box	08/11/12	2,186.00
000524	Broadcast Tools GPI-24 General Purpose 24. Input Interface	08/11/12	672.00
000528	Cobalt 4012 Encoder SDI to Analog Composite	08/11/12	52.00
000530	AJA Video D4E Serial Digital Encoder	08/11/12	20.00
000535	IStarUSA TC A-150 KVM Monitor/Keyboard	08/11/12	74.00
000537	Harris-Louth Serial Breakout Panel RS232	08/11/12	78.00
000540	APC Pro1500 UPS	08/11/12	55.00
000541	Evertz 500R High Density Distribution Frame w/Dual power supplies, one 500FR, an	08/11/12	4,603.00
000542	Wohler AMP1-APF Audio Monitor	08/11/12	66.00
000543	Ktech DVM150E Professional DTV Receiver/Decoder	08/11/12	2,342.00
000544	Harris RS-12A Video/Audio Switcher	08/11/12	94.00
000546	Qvidium QVPRO H264 HD Super Codec	08/11/12	4,216.00
000547	Miranda Picolink SDM - 271P SDI to NTSC/PAL Converter	08/11/12	231.00
000548	Cobalt 4012 Encoder SDI to Analog Composite	08/11/12	105.00
000549	Communications Specialties TwinSplit Extended Distance 1 X 2 VGA Splitter	08/11/12	41.00
000551	RF Comm Group CDAL151M CATV Amplifier/Booster	08/11/12	47.00
000557	Panasonic WV-BP104 CCTV Security Camera	08/11/12	33.00
000558	Plantronics CS361N SupraPlus Wireless Pro Headset System	08/11/12	31.00
000563	Bittree 2x26 1/4" Digital SDI AES Audio Patchbay	08/11/12	655.00
000564	Miranda SDM-277P SDI to Analog Audio/Video Converter	08/11/12	83.00
000566	Harris Panacea Clean/Quiet Switcher	08/11/12	375.00
000567	RTS MCS 325 Speaker	08/11/12	64.00
000568	Wohler Amp2-SDA 2-channel SDI AES and analog audio monitor	08/11/12	2,483.00
000569	GVG CP310 24 x 8 Eight Bus Control Panel	08/11/12	365.00
000570	Phillips CP328 Router Control Panel	08/11/12	64.00
000571	Acer V243HL Full HD LED-LCD Monitor	08/11/12	14.00
000572	Dell E2210 22" Widescreen Flat Panel Monitor	08/11/12	450.00
000573	JVC TM1400 SU Color Video Monitor with Speaker	08/11/12	664.00
000574	Panasonic AJD450 DVCPPro VTR	08/11/12	594.00
000575	Sony BVM-8044Q 8" Color Field Monitor	08/11/12	62.00
000576	Sony PVM-14M2U 14" Color Monitor	08/11/12	59.00
000578	Sony BVU950 3/4" Umatic Edit VTR	08/11/12	2,322.00
000579	Quintech SRM 2150 Series RF matrix routers	08/11/12	5,733.00
000580	Sony PVW-2800 Betacam SP Recorder	08/11/12	9,283.00
000582	Leitch X75HD Up/Down/Cross Converter/Frame Synchronizer	08/11/12	507.00
000583	Zyxel ES3124 Ethernet Switch	08/11/12	355.00

000584	Phillips CP3832 Router Control Panel	08/11/12	132.00
000589	Sony PVM-L1700 17" LCD Picture Monitor	08/11/12	1,593.00
000590	Sony PVW-2800 Betacam SP Recorder	08/11/12	18,567.00
000593	Phillips Triton BDS 1602CP 16 X 2 Audio Router Control Panel	08/11/12	37.00
000594	ViewSonic VA2431 WM 24" LCD Monitor	08/11/12	186.00
000595	Mackie 1202 8 CH Audio Mixer	08/11/12	156.00
000598	GVG Custom Configured News Editing Computer	08/11/12	2,927.00
000599	Canopus ADVC 700 Converter	08/11/12	634.00
000600	BTS PBC2800 Beta-SP VTR	08/11/12	1,264.00
000601	Work Counter 60"L X 30"W Custom	08/11/12	43.00
000621	Leitch DPS 575 Frame Sync	08/11/12	351.00
000622	Videssence 455W ATT-T5 Flourescent Light Fixture	08/11/12	812.00
000623	LTM Pepper 300 Watt Fresnel Tungsten Light	08/11/12	20.00
000624	RTS IFB 325 Belt Pak	08/11/12	35.00
000635	Andrew 40525A Dehydrator	08/11/12	3,279.00
000636	Scala Ch-18 Off Air RX Antenna	08/11/12	36.00
000637	ICC Cat5 24 Port,Patch Bay	08/11/12	548.00
000640	Juniper SSG550M Firewall	08/11/12	654.00
000642	Planar PL1500M 15" LCD Monitor	08/11/12	47.00
000644	Pico-Macom Frame w/MPC-PSF/2/16 Power Supply and four MPCMA Modules	08/11/12	2,080.00
000645	RCI RC-2000 Dual Axis Antenna Controller	08/11/12	484.00
000648	Louth Automation Computer	08/11/12	74.00
000649	DPS DPS-470 Digital Component A/V Synchronizer	08/11/12	484.00
000650	Ortel 3110A/10346A Fiber Transmitter	08/11/12	937.00
000651	Ortel 10901A Power Supply Rack mount chassis	08/11/12	140.00
000652	Quitech RPS Series 2300 Dual Power Supply	08/11/12	215.00
000653	ACS Custom Configured Production Editing Computer	08/11/12	2,436.00
000656	Bogen F615W Speaker	08/11/12	16.00
000657	Samsung Syncmaster-T220 22" LCD Monitor	08/11/12	156.00
000658	ACS Custom Configured Production Editing Computer	08/11/12	3,045.00
000660	Logitech S-120 Computer Speaker	08/11/12	12.00
000661	Equipment Racks, 19"W X 84"H, Steel	08/11/12	5,152.00
000662	Evertz 500R Frame w/Dual PS 3-500DA & 3-500FC modules	08/11/12	183.00
000663	Princeton Digital EO 720 CRT Monitor	08/11/12	5.00
000666	GVG Custom Computer	08/11/12	66.00
000668	Wohler Amp-2A Audio Monitor	08/11/12	93.00
000669	ADC 32 Port Video Patch Panel	08/11/12	1,874.00
000670	Bittree 48 Port Audio Patch Bay	08/11/12	80.00

000672	Leitch FR-684AB Frame W/Dual PS 4-VEA-683 & 4-ASD-880 Modules	08/11/12	500.00
000673	Auratone 5C Super Sound Cube Speaker	08/11/12	75.00
000674	Leitch CCS Ethernet (TCP/IP) Router Gateway	08/11/12	156.00
000675	Leitch DPS-575 Frame Sync	08/11/12	351.00
000676	Leitch Xplus VSM-16x16 ASM-16x16 Audio & Video Router	08/11/12	234.00
000677	Sony GDM-FW900 24" Widescreen Trinitron Monitor	08/11/12	763.00
000679	Black Box 3 port KVM Keyboard Switch	08/11/12	27.00
000680	Harris ARX-H200 ATSC Receiver / Demod	08/11/12	351.00
000681	Harris ATSC-3 Digital Audio Monitor-Speaker	08/11/12	601.00
000683	ESE ES-102U GPS Master Clock	08/11/12	147.00
000686	Burk GSC-3000 8 Ch Remote Control System	08/11/12	38,978.00
000727	MRC DX 5000 Digital Microwave Transmitter	08/11/12	9,028.00
000728	MRC 905960-10 Digital Microwave Receiver	08/11/12	6,542.00
000729	40 ft of Andrew EW127A 11GHZ Waveguide	08/11/12	1,099.00
000730	40 ft of Andrew EW127A 11GHZ Waveguide	08/11/12	1,099.00
000731	Andrew 8' Dual Polarity MW Antenna w/radome	08/11/12	1,616.00
000732	Andrew D4C-22 4 ft parabolic Microwave Antenna incl mount	08/11/12	7,158.00
000733	Motorola PTP-5800 Transceiver	08/11/12	4,429.00
000735	MRC DXL 5000 Microwave Receiver	08/11/12	4,618.00
000738	WINNCOM HPD2-5.2 24" RoHS compliant Microwave Antenna	08/11/12	2,417.00
000739	Motorola PTP-800 Ethernet Microwave Transmitter/Receiver	08/11/12	16,810.00
000740	Andrew PX8-122-C7A 13GHZ 8ft MW Antenna	08/11/12	5,388.00
000742	Scientific Atlanta D9850 Satellite Receiver	08/11/12	180.00
000743	Quintech Electronics 1200/RU4B L-Band Distribution Amp	08/11/12	35.00
000744	Motorola DSR 4410 Satellite Receiver	08/11/12	748.00
000745	Tandberg Alteia Plus Satellite Receiver	08/11/12	5,387.00
000746	General Instrument DSR-4810 Digital Satellite Receiver	08/11/12	191.00
000747	Standard MT830 Agile Omni Broadcast Satellite Receiver	08/11/12	718.00
000748	Standard Communications 422CI DVB receiver	08/11/12	449.00
000749	Scientific Atlanta Model D9850 PowerVu Satellite Receiver	08/11/12	898.00
000754	Standard MT930B Global-VU Satellite Receiver	08/11/12	221.00
000755	Tandberg Altea Plus Satellite Receiver	08/11/12	1,122.00
000756	Globecast 1M KU Band Satellite Dish on Non-Penetrating Mount	08/11/12	1,257.00
000757	Prodelin 40" KU Band Satellite Dish on Non-Penetrating Mount	08/11/12	817.00
000761	Prodelin 70" KU Band Satellite Non-Penetrating Mount	08/11/12	1,006.00
000763	1.8M KU Band Satellite Dish on Non-Penetrating Mount	08/11/12	3,143.00
000764	2.5M KU Band Satellite Dish on Non-Penetrating Mount	08/11/12	4,400.00
000765	Patriot 6' KU Band Satellite Steerable Penetrating Mount	08/11/12	3,520.00

000766	3.7M C/KU Band Steerable Satellite Antenna on Fixed Mount	08/11/12	9,428.00
000767	Standard Agile Omni Cam-830 Satellite Receiver	08/11/12	180.00
000769	Motorola DSR-4520X Digital Satellite Receiver	08/11/12	94.00
000770	Tiernan TDR-3000 DVB/MPEG-2 IRD	08/11/12	191.00
000771	Tandberg Alteia P8R Satellite Receiver	08/11/12	112.00
000772	Standard MT930B Satellite Receiver	08/11/12	220.00
000773	Research Concepts RC-2000 Satellite Controller	08/11/12	928.00
000774	Patriot 3.8M Steerable C/KU Satellite Antenna	08/11/12	3,928.00
000775	2000 Dodge Dakota 4WD Club Cab Pickup, VIN 1B7GG22NXYS569906, 70,000 miles	08/11/12	8,078.00
000778	Production Set, Chroma Key Wall, 15'W X 15'H	08/11/12	1,429.00
000781	Cyclorama Curtain, 25'L X 10'H,	08/11/12	768.00
000782	Garner MDS Video Tape Degausser	08/11/12	114.00
000810	VideoTape Cart, Rollaround, Sloped 3-Shelf, 26w x 16d x 42h	08/11/12	247.00
000812	Shop Stool, Straight Leg Swivel Stool w/ Fabric	08/11/12	26.00
000814	Utility equipment Cart, Heavy-Duty, 2-Shelf	08/11/12	16.00
000933	Sanyo 5R2570M Office Refrigerator	08/11/12	44.00
000972	Sanyo 5R2570M Office Refrigerator	08/11/12	15.00
001191	Dell PowerVault NF500 file servers	08/11/12	3,201.00
001193	Dell PowerEdge R710 Exchange Server	08/11/12	2,931.00
001196	Dell PowerVault TL4000 Tape Backup Library	08/11/12	5,357.00
001200	HP Laserjet 1150 Printer	08/11/12	247.00
001242	HP Laserjet 3600N Printer	08/11/12	159.00
001368	Acer V223W 22" LCD Monitor	08/11/12	33.00
001375	Cisco Catalyst 2960 Ethernet Switch	08/11/12	188.00
001376	Husky VT631300AJ 20 Gal Air Compressor	08/11/12	12.00
001379	Tektronix 2712 Spectrum Analyzer	08/11/12	702.00
001381	Tektronix 760A Stereo Audio Level/Phase Scope	08/11/12	2,725.00
001382	Tektronix 601M SDI Waveform Monitor	08/11/12	362.00
001383	Tektronix MTM 400 MPEG Transport Stream monitor	08/11/12	14,788.00
001384	Sencore LC 101 Capacitor - Inductor Analyzer	08/11/12	51.00
001385	Minolta TV-2150 TV Color Analyzer II	08/11/12	612.00
001386	HP 5348A Power Meter	08/11/12	4,081.00
001387	Tektronix MTM-400 Stream Analyzer	08/11/12	4,621.00
001388	Harris TSD-310 Transport Stream Monitor	08/11/12	267.00
001390	Tektronix RFA-300A 8VSB Transmission Monitor	08/11/12	19,205.00
001392	Central Machinery 38144 Heavy Duty 16 Speed Drill Press on Floor Stand	08/11/12	108.00
001393	Weller WTCPT temperature controlled soldering station	08/11/12	21.00
001394	Assorted Hand Tools, in lots	08/11/12	4,801.00

001396	Assorted hand tools, in lots	08/11/12	2,401.00
001398	Craftsman 5 drawer 42" Rolling Tool Box	08/11/12	333.00
001399	Craftsman 800lb capacity Appliance Dolly	08/11/12	165.00
001400	Spare parts, in lots	08/11/12	2,629.00
001403	RF transmission spare parts, in lots	08/11/12	13,146.00
001411	Canvys Visual Technical Solutions Prompter Monitor	08/11/12	20.00
001412	ERI AL12M-18-PM CH-18 Directional Auxiliary Antenna, not in use	08/11/12	3,750.00
001413	Surplus Transmission Equipment, in lots	08/11/12	2,500.00
001415	Rose Electronics	10/10/12	707.00
001417	GVG System Media Hard Drives	12/31/12	1,832.98
001418	Microphones for Studio	11/30/12	486.00
001419	DV Creator light kit and stand	12/31/12	875.95
001422	Dell Server & Memory	10/31/12	7,746.02
001423	Dell Server	10/31/12	7,138.87
001426	2 Monitors	12/31/12	1,036.85
001427	Dell PC	12/31/12	671.96
001429	CALM Equipment	09/30/12	13,454.44
001431	IP Switch	10/31/12	1,045.00
001432	Adobe Photoshop	10/31/12	2,393.00
001433	Adobe Creative Suite	11/30/12	1,329.00
001436	Vistalink Pro	12/31/12	3,509.40
001440	Chestnut Scott-Qvidium HD-SDI Encoder	01/31/13	4,500.00
001441	Z-Channel Belth Pack PO1316	02/28/13	1,450.43
001442	Grass Valley 20GB Preloaded	02/28/13	1,025.64
001443	Dell 2TB 7.2K RPM 3.5 Hotplug Hard Drive	02/28/13	2,161.64
001444	HP Enterprise 500 Printer M551n Dept 25	02/28/13	670.34
001445	Xor Media BML Server Node, Media Client	02/28/13	12,512.04
001446	QNP Mic Flags	02/28/13	220.00
001447	Two Leitch 575 w Fron Panels	02/28/13	724.00
001448	Quad Rackmount LCD Monitor	03/31/13	1,469.78
001449	Grass Valley Edius Pro 6.5 Retail Box Software	03/31/13	639.03
001450	Chyron Generator Upgrade PO1323	03/31/13	20,534.30
001451	Chestnut Scott-Evertz 9725 Media Keyer Video	03/31/13	1,299.95
001464	YC Power	05/29/13	2,733.45
001469	4 SDI Frame Synchronizers	06/30/13	333.00
001478	Trans Exciter Power	08/01/13	1,093.59
001487	Chyron Duet	09/30/13	2,380.50
001488	Westwood Wholesale Electric Supplies	09/30/13	34.01

001489	2 Chyron 500 GB Constellation Sata Drive	10/31/13	2,000.00
001490	1 Chyron 500 GB Barracuda Sata Drive	10/31/13	1,100.00
001491	Chyron Channel Box	10/31/13	1,200.00
001496	3 Chyron Sata Drives	10/31/13	4,681.99
001499	UPS Electrical	11/19/13	9,550.00
001501	Tektronix MTM400	11/30/13	335.00
001503	Harris Broadcast	12/31/13	11,677.39
001505	Generator Water Pump, Hoses	12/31/13	1,802.17
001511	MGE Galaxy 4000 UPS	12/31/13	9,682.00
001517	Transmitter Repairs	04/30/14	44,325.82
001524	Dell 3E-NMX-A-01 NMX Server	02/28/14	15,752.81
001527	Master Control AC	06/30/14	10,612.00
001551	Automation Playback Server	10/30/14	54,462.40
001552	(2) Microwave Antennas (Bundy to Mt Harvard)	11/30/14	17,483.02
001554	Harmonic ProView Decoder	02/28/15	2,068.97
001556	18.11 Receiver	03/31/15	5,046.32
001557	Converter	01/28/15	2,983.00
001558	Data Switches	02/19/15	6,593.10
001559	Switches	02/23/15	19,523.05
001560	ATEN KVM Switch	03/18/15	6,429.86
001561	Microsoft Windows Server	04/01/15	2,025.00
001562	Dell Storage	04/16/15	30,858.88
001563	Multiplexer 18.11 & 18.13	05/01/15	108,384.11
001564	Servers	05/19/15	13,144.49
001565	UPS Battery	05/27/15	4,808.43
001566	Channel 18.13 Video Decoder	07/31/15	3,348.32
001567	Amplifiers	09/16/15	2,817.40
001569	SDI Media Keyer	09/30/12	9,281.00
001571	NAS Hot Plug Drives (Dell)	11/30/15	6,146.39
001572	New HD Camera improvements	11/30/15	6,722.27
001573	Monitoring HD Upgrade	11/30/15	0.00
001574	Functional Software Application	06/30/15	3,500.00
001575	Multi Encoder, Multi format recording, transcoding, streaming software	12/07/15	2,195.00
001576	Flip Factory Vantage Analysis Pro Software	12/31/15	8,845.76
001577	Flip Factory Pro SD HD Software	12/31/15	12,621.00
001578	FlipFactory Vanto Pro Connect Software	12/31/15	12,621.00
001579	FlipFactory Software - FF-Vantage Array	12/31/15	1,879.71
001580	FlipFactory Software - FF-Vantage Array	12/31/15	1,879.71

001583	FlipFactory installation	02/23/16	7,500.00
001584	Switcher - Ross/Blackmagic	02/25/16	43,355.00
001585	HP ProLiant DL 360 G9 - IU RM Server (replace old ENPS Servers)	03/31/16	16,976.40
001586	Ross Switcher (Production) - distribution equipment	03/17/16	2,741.58
001589	Pulse Secure 10 User Add'l Secure Access License (SA 2500)	03/31/16	2,425.00
001590	Ross 3G Reclocking DA - switcher	04/13/16	2,869.55
001592	Switcher - balance	07/01/16	15,815.37
001593	A/C compressor	05/26/16	5,488.00
001595	Panasonic AG-DVX200PJ 4k Camcorder	08/31/16	4,377.31
001597	A/C compressor - Unit 2	08/31/16	3,991.00
001598	Main Switch- 600 Volt Fused - Used	10/26/16	3,500.00
001599	Panasonic AG-DVX200P J 4K Camcorder - production	10/12/16	4,377.31
001600	Upgrade Air Conditioning Unit- Master Control - Unit 1	10/31/16	4,221.00
001601	Digital Satellite Receiver/Decoder - Harmonic ProView 8130	11/30/16	2,587.04
001604	Conduit re-route - electrical	08/09/17	6,700.00
001605	PSIP Software- Program system information protocol software for Master control	10/17/17	2,441.25
001606	Atlas Module replacement	02/28/18	4,954.27
001607	SDI and HDMI output Decode, 4 channel audio	03/15/18	2,974.18
001608	Router ISR 4431	04/20/18	6,565.64
001609	Pulse Secure Base system & software - Essentials Edition	03/20/18	3,402.00
001610	Encoder/Decoder - KTNC MC monitoring setup	06/04/18	2,677.59
001611	Firewalls (4)	06/01/18	2,666.24
001612	Encoder/Decoder for Sonlife	09/30/18	4,117.89
001613	Encoder/Decoder - duplicate transfer system - SBS 18.1	09/30/18	7,479.10
001614	Triveni GuideBuilder5 - primary and backup licensing TSID	11/15/18	7,420.82
001615	Black Magic Videohub 72 Router (switcher)	01/09/19	13,459.02
001616	Decimator DMON 16s- 16Channel Multiviewer w SDI & HDMI outputs	01/31/19	2,192.20
001617	Encoder/decoder - 4 channel audio	03/15/19	7,002.45
001618	Composite & S-video inpuite SD encoder - 4 channel audio	04/02/19	4,056.54
001619	Automation system (Rushworks)	03/11/19	6,000.00
001620	Samsung 860 Pro Solid State Drive/server software	06/25/19	3,590.11

**Grand
Total**

\$ 4,474,786.40

Construction in Progress - Master Control Facililty rebuild

\$ 55,012.39

WTVE NRJ Philly OpCo LLC

Asset Listing

September 30, 2019

	Description	In Svc	Acquired
000051	Penncat 260 amp, 3 pole Automatic transfer switch	01/18/12	87.00
000052	Penncat 260 amp, 3 pole Automatic transfer switch	01/18/12	261.00
000053	Penncat Baldor Generator set equipped	01/18/12	2,611.00
000055	Penncat ConVault fuel tank	01/18/12	2,611.00
000057	Generator Installation	01/18/12	3,917.00
000058	Penncat Baldor Generator - installation 2	01/18/12	7,833.00
000059	Axcera 3 Port Coax,Switch,Control Panel, Station Load & Interconnect	01/18/12	10,445.00
000075	Sage EAS Endec Radio Receiver	01/18/12	255.00
000207	Axcera Agilent E4418B EPM Power Meter	01/18/12	2,655.00
000209	Talley Comm. Anritsu MS2721A Spectrum Analyser	01/18/12	8,617.00
000243	Hand truck	01/18/12	200.00
000250	Durabuilt Heavy Duty Air Compressor 6-Gal, 2HP	01/18/12	299.00
000254	Craftsman Toolchest with tools	01/18/12	665.00
000287	2 Videotek VDA-16 Video Amplifier	06/15/12	91.00
000289	dbx 166A Audio Compressor	06/15/12	24.00
000290	Tektronix 1710B Waveform Monitor	06/15/12	1,288.00
000291	Tektronix 1720 Vectorscope	06/15/12	640.00
000292	Telvue B100 Broadcast Playback Server	06/15/12	6,976.00
000293	Knox RS 4x4 Switcher	06/15/12	643.00
000294	Digital DPS-220 TBC	06/15/12	427.00
000302	Racks	03/10/15	5,537.90
000304	Muratec MFX C2700 copier/fax/scanner	09/15/15	2,223.23
000307	Qvidium Encoder/Decoder and multidirectional transport stream converter	10/26/17	9,870.12
000308	CSA equipment rack - materials and install	11/15/17	3,910.37
000309	EAS/ID keyer, frame syncs, ID timer, SDI DA Sync Generator	12/15/17	10,674.86
000310	CSA equip-Ross Keyer/Ross frame/Z3 encoder/decoder/decimator/router/mo	11/15/17	11,549.65
000311	Fiber line stall - direct connect to Direct TV WPHY	01/24/18	4,765.00
000312	Gigacaster II - transport of WTVE signal to Comcast headend	07/15/18	8,010.50
000313	Encoder/decoder set - deliver WTVE signal to Service Electric	07/15/18	2,533.14
000314	Encoder/decoder - deliver WTVE signal to RCN cable	07/15/18	2,533.13
000315	UAXTE-1R37 Transmitter - repack	08/02/19	104,859.69
000316	Channel 22 C-Pole Panel Antenna & Install - repack	08/02/19	98,246.95
000317	Transmission Line - repack	08/02/19	26,790.67

Grand Total

342,050.21

KFWD - NRJ TV VI**Asset List****September 30, 2019**

Sys No	Description	In Svc Date	Acquired Value
000001	Hitachi Encoder/Multiplexer - installation 1 (surplus parts)	06/22/16	\$ 12,133.18
000002	Hitachi Encoder/Multiplexer - installation 2 (surplus parts)	06/22/16	12,771.74
000003	Hitachi Encoder/Multiplexer - down payment (surplus parts)	06/30/16	3,628.92
000004	Qvidium Encoder/Multiplexer	10/05/16	18,439.54
000005	Hitachi Kokusaki Activation License (surplus parts)	12/31/16	1,427.00
000006	QVENC Comp S-Video input SD Encoder 4 Channel 55482	01/01/16	2,703.49
000007	QVENC License option for SDI	01/01/16	1,366.28
000008	QVENC license option for 720p 1080i	01/01/16	1,627.91
000009	Composite SDI HDMI output 4 channel audio 554	01/01/16	3,702.70
000010	Split Multiviewer 55546B	01/01/16	1,568.00
000011	Smart Videohub Cleanswitch	01/01/16	1,359.09
000012	Miniconverter analog 55546B	01/01/16	354.54
000013	Black Magic Mini Converter 55546B	01/01/16	268.18
000014	Black Magic Encoder/Decoder 55546B	01/01/16	1,022.73
000015	Black Magic Smart Videohub 40 x 40 55546B	01/01/16	3,284.99
000016	Hitachi Kokusai Electric Comark (surplus parts)	12/31/16	1,373.00
000021	Dielectric Flash Technology ANT THV6A9-C180-R	01/01/16	218,811.00
000022	Dielectric Flash Technology CANDELABRA ARM Feed	01/01/16	12,871.00
000023	Dielectric Flash Technology 600C 115V DEHYDRATOR A600C 115/60/50HZ	01/01/16	3,877.00
000024	Dielectric Flash Technology ANTENNA INPUT COMPLEX 3-50	01/01/16	8,229.00
000025	Dielectric Flash Technology Antenna Components	01/01/16	16,170.00
000026	1-5/8" Coaxial Transmission Line Section	01/01/16	2,407.00
000027	4 Port 3-1/8 Coaxial Switch	01/01/16	4,660.00
000029	Harris Platinum 5KW DTV Transmitter with Apex Exciter and CH9 Filter	01/01/16	186,277.00
000030	1-5/8" Hybrid Combiner	01/01/16	14,445.00
000031	1500W Reject Load	01/01/16	1,488.00
000032	3-1/8" Directional Coupler	01/01/16	942.00
000033	Bird Line Section	01/01/16	1,676.00
000034	Coaxial Dynamics 5000W Load	01/01/16	1,864.00
000037	KFWD UPS	01/01/16	285.00
000047	KFWD EAS Cap Upgrade	01/01/16	3,667.00
000049	Harris Videotek Demodulator	01/01/16	475.00
000050	Videoquip UIF-32	01/01/16	334.00
000051	Truetime GPS Receiver	01/01/16	1,002.00
000052	Grass Valley DA	01/01/16	177.00
000053	ADC Patch Panel	01/01/16	157.00
000054	Performer VAS Switcher	01/01/16	236.00
000061	Universal SD/HD Audio/Video Frame sync/converter	01/01/16	951.00
000063	Videotex AJA FS1	01/01/16	2,673.00
000065	Canare Patch Panel	01/01/16	1,678.00
000066	SAT Frame Sync FS1	01/01/16	2,565.00
000067	Tower AC Compressor	01/01/16	5,773.00
000068	Qvidium Encoder/Decoder	04/01/17	7,429.15
000069	Harmonic EM4000 Multi channel broadcast encoder & installation	06/13/19	22,027.02
000070	Neveon CP505 PSIP inserter system for encoder	06/13/19	3,500.00
000071	Exciter digital 5x + Series ATSC all band	06/13/19	2,000.00

Grand Total**\$ 595,677.46**

KUBE - NRJ Houston

Asset List

September 30, 2019

Sys No	Description	In Svc Date	Acquired Value
000019	Fire Suppression System	06/01/13	19,080.00
000086	Harddrive Storage system for production	06/01/13	854.00
000087	Comcast HD	06/01/13	4,744.00
000088	Comcast and KUBE HD	06/01/13	15,748.00
000089	One Domain Server	06/01/13	1,727.00
000097	TV Guide Builder	06/01/13	14,836.00
000107	Fire Suppression System	06/01/13	3,392.00
000111	Monitor Flat Panel	06/01/13	289.00
000112	Monitor Flat Panel	06/01/13	289.00
000114	Monitor Digital-Audio	06/01/13	1,229.00
000116	DA Transport Stream	06/01/13	223.00
000117	RF Section	06/01/13	558.00
000118	Receiver	06/01/13	1,675.00
000119	Converter Audio Digital	06/01/13	279.00
000121	DA Video LTD	06/01/13	167.00
000124	Oscillator GPS	06/01/13	1,675.00
000127	Monitor	06/01/13	391.00
000137	FRYS ELECTRONICS	06/01/13	1,270.00
000139	DASDEC-II Emergency Alert System	06/01/13	3,876.00
000142	Computer Microphones Monitor and Firewall cable	06/01/13	1,307.00
000143	Master Control Machine	06/01/13	9,039.00
000146	Tripod	06/01/13	145.00
000147	Lighting Kit	06/01/13	134.00
000149	Wireless microphone and small light kit	06/01/13	1,413.00
000151	Lights kit for production	06/01/13	778.00
000152	Cameras for Production	06/01/13	3,603.00
000153	Tripod, clamp and kit	06/01/13	2,943.00
000154	Cameras and Smooth Shooter	06/01/13	1,783.00
000174	Office Furniture	06/01/13	3,233.00
000176	TVs for Office	06/01/13	871.00
000177	Conference table for Office	06/01/13	955.00
000192	3 Computers, 2 monitors, keyboard-Sales	06/01/13	2,001.00
000195	NetVX Gigabit Ethernet	06/01/13	3,044.00
000196	Network cable install for phones/computers	06/01/13	1,067.00
000199	9 Computers for Sales + Monitors & Scanners	06/01/13	2,041.00
000211	Receiver ATSC	06/01/13	2,010.00
000213	Test equipment for transmitter	06/01/13	3,506.00
000214	TOOLS MISCELLANEOUS (IN LOTS)	06/01/13	314.00
000215	PALLET TRUCK 5800 LB	06/01/13	284.00
000220	2020 Exhibits	06/01/13	1,413.00
000232	HD/SD Frame Sync	06/30/13	1,895.05
000235	ADV Modular IRD	07/31/13	2,881.49
000238	Switcher, Monitor, Digital File Recorder, Camera	08/31/13	21,246.00
000240	Tripod, Card Reader, External Drive, Converter	08/31/13	4,435.99
000241	Light stand, Trolley, Carry Case	09/30/13	1,107.01
000242	Computer Equipment	10/31/13	3,326.14
000246	Production Studio Upgrade-Prompter, Desk, Camera	03/31/14	7,010.40
000247	2013 Ford E250 Van	06/19/14	10,473.36
000249	Drobo 5D 5Bay Thunderbolt Intellipower - storage	04/01/15	5,475.32
000250	Dish	01/01/15	5,400.00
000251	HD Satellite antenna (MeTV 3.7)	10/20/15	7,586.00
000252	MeTV Satellite Dish - remove old/install new	10/20/15	3,625.00
000253	HVAC - Carrier 25 ton condensing unit	01/12/16	28,342.97
000254	Sony PXW-FS5K XDCAM Super 35 Camera	02/10/16	7,908.00
000256	Transmitter site encoding system-Electrical	03/15/17	5,233.88
000257	Transmitter site encoding system - Hardware	03/15/17	12,157.99
000259	Qvidium Decoder system	03/15/17	20,413.84
000260	Re-tile floor in Transmitter Building	05/31/17	5,087.75
000261	Desk and 12 chairs	07/03/17	2,578.52
000262	Cabling for office machines	09/19/17	5,929.12
000263	Satellite Controller	03/15/17	6,057.72
000264	Studio - drywall	02/05/18	2,945.00
000265	Harris Selenio Mux - Carouselling IP output	03/22/18	3,247.50
000266	Studio lights with Piping grid	03/23/18	9,488.95
000267	(2) 52" Sony 4k tv's with stands	04/24/18	2,904.26
000268	Transmitter HVAC & install	08/16/18	36,038.81
000269	Computer upgrade - 8 pc's and 10 monitors	09/27/18	9,234.71
000270	Computer upgrade install	09/27/18	4,061.26
000271	Video Splitters & Demodulators for monitoring systems	02/01/19	5,467.39
000272	Apple Imac Pro Computer for creative services	03/01/19	4,499.00
000273	Apple Imac Pro with Retina 5k display for creative services	03/01/19	4,499.00
000274	Harmonic main and backup X2 Encoders	05/03/19	129,915.67
000275	Transmitter - REPACK	05/03/19	1,466,912.72
000276	Antenna - REPACK	05/03/19	638,680.41
000277	Transmission Line - REPACK	05/04/19	512,008.65
000278	Add SD MGE2 channel to Primary and backup Electra X2 Encoding	09/30/19	6,137.83

Grand Total

\$ 3,118,398.71

Construction in Progress - REPACK assets (waiting for FCC approval before capitalizing)

\$ 6,817.50

KCNS NRJ TV SanFran OpCo LLC

Asset List

As of September 30, 2019

Sys No		In Svc Date	Acquired Value
000009	Dielectric 150 feet of 6 rigid transmission line with hangers (in lots)	05/13/11	4,237.00
000010	6 Dielectric elbow	05/13/11	1,678.00
000011	Paragon Thales 40 kW ATSC transmitter	05/13/11	1,479,286.00
000012	ASCO 480V 800A automatic transfer switch	05/13/11	5,385.00
000013	480V 800A surge suppressor	05/13/11	2,019.00
000014	480V 800A distribution panel	05/13/11	1,683.00
000015	480V 600A distribution panel	05/13/11	10,097.00
000016	480V/240V stepdown transformer	05/13/11	5,048.00
000017	120/240V 200A electrical distribution panel	05/13/11	5,385.00
000018	Miscellaneous power distribution equipment (in lots)	05/13/11	2,356.00
000019	3 Trane approximately 20-ton air conditioner	05/13/11	100,967.00
000022	Low pass harmonic filter/3 50 ohm anchor connectors	05/13/11	2,272.00
000024	Leader LV 5152 Digital waveform monitor (surplus part)	05/13/11	15,060.00
000027	Wolher ATSC/DVB audio monitor (surplus part)	05/13/11	2,455.00
000039	9 Equipment rack	05/13/11	5,271.00
000042	TSG-100 NTSC television signal generator (surplus part)	05/13/11	255.00
000043	2 FR-684 video distribution amplifier (surplus part)	05/13/11	659.00
000046	6 AP41 frame sync (surplus part)	05/13/11	2,008.00
000047	24 port video patch panel	05/13/11	162.00
000062	4 Harris Videotek DDM-840 digital demod	05/13/11	17,781.00
000063	Panorama-dtv dual LCD monitor	05/13/11	1,983.00
000079	ESE ES-18U GPS master clock	05/13/11	837.00
000081	Broadcast Tools SM-III Plus silence monitor (surplus part)	05/13/11	131.00
000087	UPS w/expanded storage cells	05/13/11	167.00
000094	D10AD AJA Analog->SDI converter	05/13/11	619.00
000095	D10C AJA SDI-Analog Converter	05/13/11	619.00

000106	2 Sanyo small air conditioner	05/13/11	151.00
000107	Workbench	05/13/11	126.00
000109	3 Fire extinguisher	05/13/11	133.00
000112	2 Two door cabinet	05/13/11	126.00
000113	2 Bookshelves	05/13/11	88.00
000120	5 APC and others UPS	05/13/11	1,262.00
000121	Tek 2712 Spectrum analyzer	05/13/11	5,453.00
000124	HP 52181A counter (surplus part)	05/13/11	256.00
000125	Craftsman large rolling toolbox	05/13/11	4,502.00
000126	Miscellaneous hand tools (in lots)	05/13/11	1,930.00
000140	TRIVENI	05/31/12	3,255.00
000146	Linear - Hitachi Encoder Mux	01/31/12	13,787.07
000149	CDW - broadcast equip (surplus part)	07/31/12	4,763.92
000150	Evertz (surplus part)	07/31/12	34,402.61
000154	Transmitter Remote Control (surplus part)	11/30/12	5,996.07
000155	Modular Receiver & MPEG License (surplus part)	11/30/12	4,113.34
000158	Nielsen Watermark Encoder	07/16/13	8,350.91
000161	Tube Replacement at Transmitter Site	11/30/13	46,654.00
000162	Rebuild of L-4201 Tube	04/30/14	28,807.00
000164	Burst HDLG logo generator (for Comet)	10/31/15	2,769.96
000165	Electrical circuits/boxes/conductors	05/31/17	2,665.66
000167	EM 4000 8-channel Harmonic Encoder (on loan to KFWD)	09/18/17	67,110.02
000168	PCI20000E Programmable Antenna Controllers (surplus part)	12/01/18	2,000.00
000169	Satellite receiving equipment	12/01/18	2,000.00
000170	ETL TV Analyzer (on loan to KSCI)	12/01/18	8,423.65
000171	Linear Exciter - Hitachi Encoder upgrade	12/01/18	7,206.56
000172	Transmitter Remote Control w/ License (surplus part)	12/01/18	2,000.00
000173	HD Conversion Hardware Group (surplus part)	12/01/18	2,896.41
000175	Video Storage Automation (Seagate NAS 16 TB 4Bay)	12/01/18	2,000.00
000176	Linear Exciter -on loan to KFWD	12/01/18	5,328.89
000177	Enensys gigacasters (2) - on loan to WPHY	12/01/18	2,231.49

000179	Guidebuilder PSIP License (for HC2)	01/08/19	7,812.00
000180	Rushworks 4 Channel Single Playout System	01/08/19	29,845.79
000181	Harmonic main & backup X2 Encoders	03/11/19	140,586.16

Grand Total			<u><u>\$ 2,117,453.51</u></u>
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Construction in Progress - REPACK ASSETS			<u><u>\$ 987,130.34</u></u>
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WMFP - NRJ TV

Asset List

September 30, 2019

Sys No	Description	In Svc Date	Acquired Value
000046	Sage Audio Receiver	05/13/11	1,289.00
000098	PC	12/20/11	2,782.37
000103	SAGE Digital ENDEC	05/30/12	2,323.25
000119	EAS keying system for 2 subchannels	12/22/16	12,262.37
000120	Qvidium Decoder, monitor transport enc/dec	04/01/18	8,695.38
000121	Mini Bi-directional Transport Stream Converter	04/25/18	2,499.93
000122	Qvidium decoder - decode signal from Dallas	03/15/18	2,958.37
000123	Rackmount/UPS/bypass switch - CSA racks	03/31/18	1,531.68
000124	Gigacaster II - delivery of WMFP signal to Direct TV	07/15/18	8,010.50
000125	Gigacaster II - delivery of WMFP to Atlantic BB headend	07/15/18	8,010.50
000126	Mini Bi-directional Transport Stream Converter	10/31/18	2,548.84
<hr/> Grand Total			52,912.19

KIKU NRJ Hawaii OpCo LLC

Asset Listing

9/30/2019

Sys No	Asset Description	In Svc Date	Acquired Value
000001	ELECTRICAL IMPROVEMENTS	08/11/12	\$ 6,990.00
000002	TELEPHONE CONDUIT	08/11/12	2,012.00
000003	Shelter Footing & Slab	08/11/12	6,060.00
000004	Concrete Slab	08/11/12	1,657.00
000005	Studio Racks - Drywall enclosure	08/11/12	2,752.00
000006	Pacific Guardian Center - Office Remodel	08/11/12	17,519.00
000010	STORAGE UNIT	08/11/12	1,269.00
000011	DTV-STEEL CONTAINER	08/11/12	8,331.00
000016	ALP ANTENNA INSTALLATION	08/11/12	15,761.00
000017	DTV Antenna	08/11/12	36,559.00
000018	Cable ALP12 Antenna	08/11/12	4,303.00
000020	Misc Andrew Parts	08/11/12	838.00
000021	DPS REMOTE CONTROL	08/11/12	1,169.00
000026	Trans Remote Control	08/11/12	2,071.00
000029	Equipment for KIKU Transmitter	08/11/12	1,282.00
000042	ROSS STEREO AUDIO FRAME	08/11/12	1,552.00
000043	ESE TIMECODE	08/11/12	370.00
000057	COX Generator w/ installation	08/11/12	19,099.00
000074	Wohler Speaker System - Amp spkr- LP25	08/11/12	976.00
000075	Wohler Speaker System - Amp spkr-LP25	08/11/12	976.00
000080	Master Clock System	08/11/12	442.00
000082	Master Clock System	08/11/12	2,782.00
000083	Final CutPro upgrade	08/11/12	493.00
000084	Final CutPro Upgrade accrued sales tax	08/11/12	22.00
000085	DTV Receiver	08/11/12	2,353.00
000086	DTV Receiver sales tax	08/11/12	106.00
000106	Video Card	08/11/12	1,119.00

000107	Cable Encoder	08/11/12	3,927.00
000108	Video IP Encoder	08/11/12	3,920.00
000109	Video IP Encoder	08/11/12	3,920.00
000112	Final Cut Studio 2 upgrade	08/11/12	212.00
000113	Mac for Final Cut Editing System	08/11/12	3,926.00
000114	Final Cut Software	08/11/12	631.00
000115	2 TB NAS - PO9070	08/11/12	496.00
000116	2 TB NAS - PO9070	08/11/12	496.00
000117	RACK ASSEMBLY	08/11/12	738.00
000118	Racks for KIKU DTV	08/11/12	2,415.00
000123	MICROWAVE SYSTEM	08/11/12	10,630.00
000124	HOISING GRIP/WAVEGUIDES/CABLES	08/11/12	926.00
000125	FEED/ANTENNA/FREIGHT CHARGES	08/11/12	956.00
000126	SIMPLEX MICROWAVE LINK	08/11/12	5,341.00
000129	Hardline Coaxial Cable & Connectors	08/11/12	1,680.00
000130	Microwave Antenna 8	08/11/12	15,779.00
000133	Dual feed element on 8' microwave dish	08/11/12	734.00
000134	Bandpass Filter-EASi	08/11/12	1,262.00
000135	Sales Tax - Bandpass Filter- EASi	08/11/12	50.00
000136	Earth Station Controller	08/11/12	7,893.00
000137	Sales Tax-Earth Stn Controller	08/11/12	324.00
000139	Satellite Concrete Base	08/11/12	21,934.00
000140	Satellite Concrete Base	08/11/12	7,437.00
000141	Satellite Concrete Base	08/11/12	7,101.00
000142	4.5 Meter Satellite Dish	08/11/12	36,660.00
000143	4.5 Meter Satellite Dish	08/11/12	19,593.00
000144	Satellite Installation	08/11/12	7,145.00
000145	Satellite Dish - Shipping	08/11/12	3,083.00
000146	Satellite Installation - Shipping	08/11/12	1,546.00
000147	Satellite Installation	08/11/12	854.00
000148	Multi-Satellite Feed System	08/11/12	1,337.00
000150	SATELLITE INSTALLATION PLANS	08/11/12	5,489.00

000154	HP LASERJET PRINTER - ACS	08/11/12	345.00
000155	NETSCREEN ELITE	08/11/12	463.00
000187	KVM 16 systems switch w/web interface	08/11/12	883.00
000189	Remote Controlled Power Strips	08/11/12	367.00
000190	Desktop Computer	08/11/12	1,045.00
000191	Desktop Computer	08/11/12	1,045.00
000192	Desktop Computer	08/11/12	1,045.00
000193	Desktop Computer	08/11/12	1,045.00
000194	Desktop Computer	08/11/12	1,045.00
000195	Desktop Computer	08/11/12	1,045.00
000196	Desktop Computer	08/11/12	1,045.00
000197	Desktop Computer	08/11/12	1,045.00
000198	Desktop Computer	08/11/12	1,045.00
000199	VGA Monitor - PO9068	08/11/12	190.00
000200	VGA Monitor - PO9068	08/11/12	190.00
000201	VGA Monitor - PO9068	08/11/12	190.00
000202	VGA Monitor - PO9068	08/11/12	190.00
000203	VGA Monitor - PO9068	08/11/12	190.00
000218	Equipment - Evertz Computer Software	12/31/12	4,985.00
000219	JVC 21 inch monitor and rack mount	08/31/12	2,843.93
000220	Black Box Equipment	01/31/13	555.90
000221	Ability FTP Software	04/30/13	195.95
000222	Evertz Power Supply + Converter	04/30/13	4,556.60
000227	Wireless Mic and Access	11/30/13	567.03
000229	Pave Transmitter Road	02/28/14	2,482.72
000236	SummitMedia LLC Road Construction	05/31/14	2,133.02
000237	Gill Ewa Repaving (2nd installment)	06/30/14	2,482.72
000241	Gill Ewa Repaving (final installment)	09/17/14	2,482.72
000242	Canon Copier	11/30/14	8,130.89
000243	Antenna Parts	04/10/15	6,066.11
000244	Digital Multiplexer	09/30/15	12,423.00

000246	Mac Pro Edit Suite HD	11/24/15	7,073.29
000247	Monitoring HD Upgrade	11/30/15	2,134.17
000248	HD Receiver / Decoder	11/30/15	3,639.91
000249	Ross MC1MK A/V mixer - equip for new digital channel	04/12/16	3,965.50
000250	Tower settlement - KIKU share of rebuild	02/09/16	35,000.00
000251	Hard Drives/Storage - Drobo B810N 8Bay	03/29/16	3,015.46
000252	Ross 8 Channel Audio Interface	04/07/16	3,644.18
000253	Dehydrator for transmitter	04/28/16	3,164.99
000254	Eng Satellite for LAFF digital channel	05/04/16	2,525.97
000255	Rushworks timeshift Computer for LAFF program delay	10/31/16	5,801.55
000256	Master Control Ross MC1-MK-4GB Mixer/Keyer Card for EAS	09/13/17	3,625.21
000259	Ross MC1 mixer/keyer for Evine Channel	04/01/18	3,549.96
000260	Qvidium decoder for Evine channel	04/01/18	2,875.70
000261	2-channel SD or HD Video Servers (Master Control)	07/26/18	34,600.55
000262	Anywave Transmitter	10/04/18	50,686.56
000263	A/C Mitsubishi Model PU36EK1 (for transmitter)	10/17/18	9,948.69
000264	Encoder / Decoder - for Sonlife	01/31/19	3,894.76
000265	Juniper SSG5 firewall SN 0162092009000346	08/11/12	0.00
000266	Juniper SSG5 firewall SN 0162092009000129	08/11/12	0.00

\$ 558,763.04

NRJ TV VI LLC

Asset List

September 30 2019

Sys No	Asset ID	In Svc Date	Acquired Value
000001	Antenna, Mount, Controllers/Actuators & installation	03/15/17	\$ 47,103.53
000002	Antennas, controller, struts, mounts fileter, feedhorns, s&h	05/15/17	19,207.00
000003	Additional dishes - supply/mount	06/15/17	12,781.08
000004	Generator	03/15/17	50,649.09
000005	Videohub Master Control	03/15/17	16,471.68
000006	44RU Narrow Rack w 10/32 rails	03/15/17	9,671.48
000007	A-List 4-Ch Automation System	03/15/17	74,703.44
000008	Composite and S-Video Input, SD Encod	03/15/17	26,706.72
000009	Misc Studio Equipment 1 of 2	03/15/17	9,599.00
000010	Misc Studio Equipment 2 of 2	03/15/17	32,410.83
000011	Video Processing Gear - Ross/Cobalt	03/15/17	57,457.70
000013	Multiviewer - Accepts 12 Auto detect and Accepts 16 auto detect	03/15/17	26,412.86
000014	LG 55" Class LED Smart HDTV 1080P	03/15/17	4,026.90
000015	Composite and S Video Input & Output & QVEC License	03/15/17	7,364.30
000016	Video Workflow Engine for KUBE & Addt's Cores w/install	03/15/17	7,500.00
000017	Misc. Supplies, mounting supplies etc for MC Control Room	03/15/17	10,037.66
000018	Open Gear Converter SDI to Analog	03/15/17	507.72
000019	Videohub Smart control	03/15/17	997.65
000020	Misc PC Equipment for MC Control Room	03/15/17	2,975.39
000021	Nielson Watermarks Encoder w/Rear Module & Open gear rear panel	03/15/17	6,955.42
000022	HD 492 HD/SD-SDI Smart Video Encoder VI	03/15/17	9,004.85
000023	Servers, NAS & NOC	03/15/17	15,824.52
000024	Windows Server 2016, MS Sequel & 4 hard drives (SAGE and SIMS)	08/15/17	5,466.53
000025	Video Hub smart controller	07/03/17	997.62
000026	Neilson Watermarks Encoder with Rear Module - for KUBE	07/15/17	6,406.49
000027	Ross 3G HD/SD Frame Synchronizer	08/01/17	1,365.62

000028	Qvidium Encoder for Dallas MC to support WZME CNC World Contract	11/01/17	9,302.52
000029	vidium Decoder to receive back up for KUBE football	10/15/17	2,926.52
000030	Qvidium Encoder for WTVF remote insertion of Public Affairs shows	11/15/17	4,963.49
000031	Stream Analyzer - MPEG Transport - for SCSA Monitoring	12/01/17	4,040.46
000032	CMX FLD UP - Upgrade one SD Channel to HD	10/15/17	3,257.25
000033	MC Wiring Labor	03/15/17	1,170.00
000034	UPS System, Outlet Strips, grounding straps for 10 racks in Dallas MC	03/15/17	14,340.42
000035	Generator & MC Wiring Draw & Install	03/15/17	34,212.96
000036	Roof Work - Seal & Membrane	03/15/17	497.95
000037	Front door power lock and emergency lighting in Dallas MC	03/15/17	606.20
000038	Yellow and Black wire to wire Dallas MC	03/15/17	2,584.03
000039	Mitsubshi indoor Air Conditioning units	03/15/17	16,146.00
000040	Dish Installation Materials	03/15/17	3,536.00
000041	2 Custom Table Tops with wood frame support	03/15/17	4,502.11
000042	Cubicles, Door locks, etc for Dallas MC Space	03/15/17	6,211.31
000043	Office Furniture and furnishings 1 of 2	03/15/17	10,878.78
000044	Office Furniture and furnishings 2 of 2	03/15/17	8,436.66
000045	Various Office Furniture - Brentwood TN	12/01/17	20,000.00
000046	Qvidium Encoder for WMFP	01/10/18	4,405.53
000047	Qvidium Encoder for WMFP	02/14/18	4,436.93
000048	2 Nexio Playlists	02/15/18	2,076.89
000049	Qvidium encoder/decoder (backup)	03/28/18	7,427.90
000050	(2) Logo ID Keyers for Dallas MC	04/24/18	4,360.28
000051	Qvidium encoder for Evine	04/01/18	4,415.82
000052	Qvidium encoder for Evine	04/01/18	4,415.82

\$ 641,756.91
