

ASSET PURCHASE AGREEMENT

dated as of August 31, 2016

by and among

WBTS TELEVISION LLC

and

STATION VENTURE OPERATIONS, LP

and

ZGS BOSTON, INC.

and

ZGS COMMUNICATIONS, INC.

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”) is dated as of August 31, 2016 by and among WBTS Television, LLC, a Delaware limited liability company, (“**OpCo**”), Station Venture Operations, LP, a Delaware limited partnership (“**LicenseCo**” and collectively with OpCo, “**Buyer**”), ZGS Boston, Inc., a Delaware corporation (“**Seller**”), and ZGS Communications, Inc., a Delaware corporation (“**Parent**”) solely for the purposes set forth herein . Seller and Parent are sometimes hereinafter referred to collectively as the “**ZGS Parties.**”

WITNESSETH:

WHEREAS, Seller (i) owns WTMU-LP, a low power television station licensed to Boston, MA (the “**Station**”), licensed by the Federal Communications Commission (the “**FCC**”) to broadcast on analog Channel 32; (ii) operates WTMU-LP pursuant to special temporary authority from the FCC on analog Channel 46; and (iii) holds an unbuilt digital construction permit (“**Construction Permit**”) for digital Channel 46; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, on the terms and subject to the conditions contained in this Agreement, certain of the assets, rights, privileges, interests, business and properties owned, leased, used, useful or held for the use by Seller in connection with the Station.

WHEREAS, the terms and conditions of this Agreement are unique to this transaction and the Assets being purchased, and the parties hereto acknowledge that many of such terms and conditions would be expected to vary materially with respect to any other transaction of a different size or nature.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS; INTERPRETATION; LMA AND TSA

Section 1.1 **Definitions.**

(a) The following terms, as used herein, shall have the meanings ascribed to them below:

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such first Person. For such purpose “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or voting interests, by contract or otherwise.

“Business Day” means any day other than a Saturday, Sunday or holiday on which financial institutions in the State of New York are or may elect to be closed.

“Business Records” means all business records, regardless of the medium of storage, relating to Seller, the Assets and/or the Station, including all correspondence, accounts, advertiser lists, archives, morgues, papers, schematics, blueprints, working drawings, engineering data, current customer lists, maps, reports, plans, specifications, projections, statistics, promotional graphics, original art work, mats, plates, negatives, sales and/or advertising, marketing or related materials, files, manuals and records, and all other technical, accounting and financial information concerning Seller, the Assets and/or the Station and all logs and other records relating to the operation of the Station, including those required by the FCC to be maintained by Seller at the Station;

“Closing Date” means the date of the Closing.

“Communications Act” means the federal Communications Act of 1934, as amended.

“Contracts” means all claims and rights of every kind arising out of or related to all agreements for the sale of advertising time, network affiliation agreements, spectrum lease agreements, website agreements, local marketing or time brokerage agreement, retransmission agreements, agreements in respect of Programming, and other contracts, agreements, arrangements, leases, franchises, licenses, commitments, sales and purchase orders, bonds and other instruments, whether written or oral, in each case to which Seller is a party or otherwise bound and which relate to the Station or the Assets.

“Employee Benefit Plan” means any pension, retirement, profit-sharing, deferred compensation, bonus, incentive, performance, stock option, phantom stock, stock purchase, restricted stock, premium conversion, medical, hospitalization, vision, dental or other health, life, disability, severance, termination or other employee benefit plan, program, arrangement, agreement or policy, whether written or unwritten, to which Seller or Parent contributes, is obligated to contribute to, is a party to or is otherwise bound, or with respect to which Seller or Parent may have any Liabilities.

“Employee-Related Liability” means any Liability related to any actual or purported current or former employee or independent contractor (or group thereof), whether pursuant to Contract, Legal Requirement or otherwise.

“Environmental Laws” means any Legal Requirement, License or Contract applicable to Seller, the Assets or the Station, in each case relating to the environment, the effect of the environment on human health or to emissions, discharges or releases of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic, radioactive or hazardous substances or wastes into the environment, including ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic, radioactive or hazardous substances or wastes or the clean-up or other remediation thereof.

“Environmental Liabilities” means any and all Liabilities arising in connection with or in any way relating to Seller, the Station, the Assets or activities or operations occurring or conducted at any of the Real Property (including offsite disposal), whether accrued, contingent or fixed, actual or potential, known or unknown, which (i) arise under or relate to Environmental Laws and (ii) relate to actions occurring or conditions existing on or prior to the Closing Date.

“FAA” means the Federal Aviation Administration.

“FCC” means the Federal Communications Commission.

“FCC Consent” means the actions of the FCC or its staff acting under delegated authority consenting to the assignment of the FCC Authorizations to LicenseCo.

“Final Order” means a grant of the FCC Consent which has not been reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which: (i) no request for stay by the FCC or any third party is pending, and no such stay is in effect, and any deadline for filing a request for any such stay has passed; (ii) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the applicable deadline for filing any such appeal, petition or application has passed; (iii) the FCC has not initiated reconsideration or review on its own motion and the time in which such reconsideration or review is permitted has passed; and (iv) no appeal to a court, or request for stay by a court, of the FCC Consent is pending or in effect, and the deadline for filing any such appeal or request has passed.

“Governmental Authority” means (i) the United States of America, (ii) any state, commonwealth, territory or possession of the United States of America and any political subdivision thereof (including counties, municipalities, provinces and parishes), (iii) any foreign (as to the United States of America) sovereign entity and any political subdivision thereof, (iv) any court, quasi-governmental authority, tribunal, department, commission, board, bureau, agency, authority or instrumentality of any of the foregoing, (v) any multinational organization or body, or (vi) Person exercising or entitled to exercise any executive, legislative, judicial, administrative, regulatory, police, military or taxing power of any nature.

“Intellectual Property” means all of the following: (i) all trademarks, service marks, trade dress, logos, jingles, slogans, trade names and corporate names, together with all translations, adaptations, derivations and combinations thereof and all applications, registrations and renewals in connection therewith; (ii) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith; (iii) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, technical data, designs, drawings, specifications, advertiser lists, customer and supplier lists, and business marketing plans and proposals); (iv) all computer software (including data and related documentation); (v) all other proprietary rights; and (vi) all copies and tangible embodiments thereof (in whatever form or medium).

“Judgment” means any judgment, judicial decision, writ, order, and injunction, award or decree of or by any Governmental Authority or private arbitration tribunal.

“Knowledge” (and with correlative meaning for derivations thereof) of Seller of a particular fact or matter means, the actual knowledge of Ronald J. Gordon, Eduardo Zavala,

and/or Peter J. Housman of such fact or matter after a reasonably comprehensive investigation. “Knowledge” (and with correlative meaning for derivations thereof) of any other Person of a particular fact or matter means, the actual knowledge of the officers of such Person of such fact or matter after a reasonably comprehensive investigation.

“**Legal Requirement**” means applicable common law and any statute, ordinance, code, law, rule, regulation, order, restriction, technical or other written standard, requirement (licensing or otherwise) or procedure enacted, adopted, promulgated, applied or followed by or any agreement entered into by any Governmental Authority, including any Judgment.

“**Liability**” means any debt, obligation, duty or liability of any kind or nature whatsoever, whether accrued, absolute, determined, determinable or otherwise (including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with generally accepted accounting principles and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

“**Licenses**” means all broadcast licenses, broadcast auxiliary licenses, satellite earth station licenses, relay service licenses, business radio licenses, microwave licenses, certificates of public convenience and necessity, telecommunications ordinances, copyright notices and other licenses, authorizations, registrations, certificates, approvals, consents and permits issued by the FCC or any other Governmental Authority.

“**Lien**” means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, encumbrance or other adverse claim of any kind in respect of such property or asset, including any conditional sale agreement, capital lease or other title retention agreement.

“**Material Adverse Effect**” means a material adverse effect on the business, assets, condition (financial or otherwise) or results of operations of Seller, the Assets or the Station, and shall not include: (a) local, national or global economic or market conditions generally, so long as such conditions do not adversely affect the business, assets, condition (financial or otherwise) or results of operations of Seller, the Assets or the Station, in a materially disproportionate manner relative to other similarly situated participants in the industries or markets in which Seller operates; (b) conditions in the television broadcasting industry generally, including any actions of or by the FCC that are broadly applicable to or that generally affect the television broadcasting industry, so long as such conditions do not adversely affect the business, assets, condition (financial or otherwise) or results of operations of Seller, the Assets or the Station, in a materially disproportionate manner relative to other similarly situated participants in the television broadcasting industry; or (c) consequences of the FCC’s Broadcast Television Spectrum Incentive Auction (the “Auction Effects”).

“**New Tower Lease**” means the Lease Agreement to be executed between ZGS Communications, Inc. and Richland Towers Management Boston, LLC with respect to the New Tower.

“**Outside Date**” means the date that is one year following the date hereof; provided,

however, that Buyer may extend the Outside Date until the date that is the 24-month anniversary of the date hereof upon written notice of such extension to Seller.

“Permitted Liens” means (i) statutory liens for taxes and other governmental charges and assessments which are not yet due and payable, (ii) rights reserved to any Governmental Authority to regulate the affected Asset, including zoning laws and ordinances, none of which, individually or in the aggregate, adversely detract from the value of any of the Assets or interfere with the right or ability to own, use, dispose of or operate any of the Assets; (iii) non-monetary liens, easements or encumbrances on Real Property that do not affect its intended uses as broadcast facilities in any material respect; and (iv) the liens set forth on Schedule 1.1(a) with Seller as Debtor that shall be released at the Closing.

“Person” means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including any Governmental Authority.

“Personal Property” means the items of tangible personal property that are to be sold to Buyer pursuant to this Agreement as listed on Schedule 3.4(b).

“Prime Rate” means the prime rate of interest, as amended from time to time, of The Bank of New York in New York City.

“Proceeding” shall mean any claim, action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation that is, has been or is in the future commenced, brought, conducted or heard at law or in equity or before any Governmental Authority or any arbitrator or arbitration panel and any other activity or procedure that could result in a Judgment, and any notice of any of the foregoing.

“Real Property” means all leases, easements, owned rights of access and other interests, in each case used or held for use in the operation of the Station, in each case together with all buildings, fixtures, and improvements erected thereon.

“Regulatory Notices” means all written notices, written requests, written inquiries or other written communications from the FCC relating to or requesting information from the Station or requesting that the Station take certain actions.

“Regulatory Orders” means all written orders, written decisions, written actions, written determinations or other written pronouncements of the FCC specifically with respect to the Station.

“Regulatory Petitions” means all petitions, motions, oppositions, notices of appeal, applications or similar instruments filed or submitted by or to the FCC with respect to the Station.

“Related Party” means (i) any Affiliate of any ZGS Party, (ii) any director, officer or employee of any ZGS Party or any such Affiliates, (iii) any family member of any ZGS Party that is a natural person or any such director, officer or employee described in clause (ii), and (iv) any Affiliate of any individual described in clause (ii) or (iii) or any other Person with

respect to which any such individual serves as a director, officer, partner, executor or trustee (or in a similar capacity).

“**Station Call Letters**” means the television call letters “WTMU-LP,” and the trade names used in connection therewith, and any derivation, variant or modification thereto and any logograms, jingles and other Intellectual Property Rights incorporating or using such call letters, names or styles;

“**Station Logs and Records**” means all logs and other records relating to the operation of the Station, including those required by the FCC to be maintained by Seller at the Station;

- (b) Other defined terms are set forth in the Agreement.

Section 1.2 Interpretation.

- (a) In this Agreement, unless a clear contrary intention appears:
 - (i) where not inconsistent with the context, words used in the present tense include the future tense and vice versa and words in the plural number include the singular number and vice versa;
 - (ii) reference to any Person includes such Person’s successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement;
 - (iii) reference to any gender includes each other gender;
 - (iv) except for references made in any Schedule to this Agreement, reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and includes all addenda, exhibits and schedules thereto;
 - (v) reference to any Legal Requirement means such Legal Requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Legal Requirement means that provision of such Legal Requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;
 - (vi) reference to any Governmental Authority includes any designee thereof or successor thereto;
 - (vii) “hereunder,” “hereof,” “hereto,” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof and, unless the context otherwise requires, references herein to a specific Article, Section, subsection, preamble, recital, Schedule or Exhibit refer, respectively, to Articles, Sections, subsections, preamble, recitals, Schedules or Exhibits of this Agreement;
 - (viii) “including” (and with correlative meaning, “include”) means including

without limiting the generality of any description preceding such term; (ix)“or” is used in the inclusive sense of “and/or”;

(ix) with respect to the determination of any period of time, “from” means “from and including” and “to” means “to but excluding”; and

(x) the terms “Dollars” and “\$” mean United States Dollars.

(b) Unless otherwise specified herein, all accounting terms used herein shall be interpreted and all accounting determinations hereunder shall be made in accordance with GAAP.

(c) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

(d) This Agreement was negotiated by the parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

Section 1.3 LMA TSA and New Tower Lease.

(a) Contemporaneously with the execution of this Agreement, OpCo and Seller are entering into a Local Programming and Marketing Agreement (the “**LMA**”) pursuant to which OpCo will provide programming for and receive revenue from the sale of advertising on the Station.

(b) Contemporaneously with the execution of this Agreement, OpCo and Seller are entering into a Technical Services Agreement (the “**TSA**”) pursuant to which OpCo will perform technical services for Seller in connection with the construction of the Station’s digital facilities in accordance with the Construction Permit (the “**Station’s Digital Facilities**”).

(c) Contemporaneously with the execution of this Agreement, Parent is entering into the New Tower Lease.

**ARTICLE 2
PURCHASE AND SALE**

Section 2.1 Purchase and Sale. Except as otherwise provided below, upon the terms and subject to the terms and conditions of this Agreement, at the Closing, OpCo shall (except with respect to the FCC Authorizations, in which case LicenseCo shall) purchase and accept the conveyance, transfer, assignment and delivery from Seller, and Seller shall sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, to OpCo (except with respect to the FCC Authorizations, in which case to LicenseCo), free and clear of all Liens other than Permitted Liens, all of the right, title and interest of Seller in, to and under the assets, properties, goodwill, business and rights, of every kind, nature and description that are described below (collectively referred to as the “**Assets**”):

- (a) all Licenses, including the FCC Authorizations and including the Licenses listed on Schedule 2.1(a);
- (b) the Station Call Letters;
- (c) all Station Logs and Records;
- (d) the New Tower Lease;
- (e) all Business Records;
- (f) all Intellectual Property;
- (g) all goodwill associated with the Station and the Assets; and
- (h) copies of any books and records that Seller is required by law to retain.

Section 2.2 Excluded Assets. Seller shall retain all assets and properties of Seller other than the Assets (the “**Excluded Assets**”), specifically including its corporate name, organizational documents and records.

Section 2.3 Assumption of Liabilities. Upon the terms and subject to the conditions of this Agreement, OpCo shall, effective at the time of the Closing, assume and agree to pay, discharge and perform: (i) pursuant to an assignment and assumption of the New Tower Lease in the form attached hereto as Exhibit C (the “**Assignment and Assumption of the New Tower Lease**”), only to the extent attributable to actions occurring or conditions first occurring after the time of the Closing, all Liabilities of Seller arising under the New Tower Lease, (ii) any rent payments due to Licensor (as defined in the New Tower Lease) pursuant to the New Tower Lease at or prior to the time of Closing to the extent that a reimbursement payment therefor had not already been made to Parent as required pursuant to the TSA and (iii) any Liability of Parent as Licensee (as defined in the New Tower Lease) pursuant to the New Tower Lease as to which OpCo has agreed to perform any action of Parent required by the New Tower Lease as Contractor pursuant to the TSA (other than Liabilities directly attributable to any act or omission of the ZGS Parties in a matter not delegated to Contractor under the TSA) (the Liabilities described in clauses (i) – (iii) of this Section 2.3, collectively, the “**Assumed Liabilities**”).

Section 2.4 Excluded Liabilities. Notwithstanding any provision in this Agreement or any other writing to the contrary, OpCo is assuming only the Assumed Liabilities, and Buyer is not assuming any other Liability of Seller or Parent of whatever nature, whether presently in existence or arising hereafter, known or unknown, disclosed or undisclosed, contingent or otherwise. All such other Liabilities shall be retained by and remain Liabilities of Seller (or any predecessor owner of all or part of its business and assets) or Parent (or any predecessor), as applicable (all such Liabilities not being assumed being referred to herein as the “**Excluded Liabilities**”). The Excluded Liabilities shall include the following:

- (a) any Liability attributable to any assets, properties or Contracts that are not included in the Assets;

(b) any Liability for breaches of the New Tower Lease specifically caused by Parent or Seller by its act or omission on or prior to the Closing Date (but not including for any act or duty of Seller or Parent in the New Tower Lease that is delegated to OpCo as Contractor (as defined in the TSA) pursuant to the TSA);

(c) any Liability for payments or amounts due under the New Tower Lease on or prior to the Closing Date, but subject to Buyer's obligation to reimburse Seller for all such payments pursuant to the LMA;

(d) any Liability with respect to periods prior to and including the time of the Closing, except for matters arising under the LMA, TSA or New Tower Lease that are the responsibility of Buyer by the terms thereof or as is otherwise set forth herein, other than matters arising directly from any ZGS Party's gross negligence or willful misconduct;

(e) any Liability for Taxes or any audits related thereto (including property, sales and payroll taxes) arising from or relating to (i) the Excluded Assets or any business of Seller and (ii) the Assets or the operation of the Station attributable to or incurred in the Pre-Closing Tax Period;

(f) any Liability for or with respect to any loan or other indebtedness;

(g) any Liability relating to Seller's or Seller's Affiliates' employee benefits or compensation arrangements, including any Liability arising from or relating to (i) "sticking bonuses" or similar payments to induce Seller's employees to remain in Seller's employ prior to the Closing; (ii) severance payments, or, except to the extent included in the calculation of Assumed Purchase Price Liabilities, accrued and unused paid time off, (iii) short- term or long-term disability benefits, or (iv) any of Seller's Employee Benefit Plans;

(h) any Environmental Liability;

(i) any Liability relating to an Excluded Asset, including any Liability arising out of a claim by any party to any Contract which is an Excluded Asset arising out of the failure to transfer such Excluded Asset;

(j) any Liability arising from any Proceeding, actual or threatened, relating to any act or omission of Seller occurring on or prior to the Closing Date;

(k) any Liability arising from accidents or occurrences for which Seller is directly responsible, Seller's misconduct, negligence, breach of fiduciary duty or statements made or omitted to be made (including libelous, slanderous or defamatory statements) prior to the Closing, whether or not covered by workers' compensation or other forms of insurance;

(l) any Liability incurred in connection with the making or performance of this Agreement and the transactions contemplated hereby;

(m) any Liability for expenses and fees incurred by Seller or Parent incidental to the preparation of this Agreement and the documents executed in connection with the transactions contemplated by this Agreement, preparation or delivery of materials or information requested

by Buyer, and the consummation of the transactions contemplated by this Agreement, including any Liability of Seller or Parent to any broker, counsel or accountant (subject to the other provisions of this Agreement, including the agreement of Seller and Buyer respectively to bear one-half of all FCC filing fees in connection with the FCC Application);

(n) any Liability to any Affiliates of Seller or Parent;

(o) any Liability as to which Seller or Parent or any other Person might assert that Buyer has transferee liability, other than the Assumed Liabilities;

(p) any Liability relating to or arising out of a claim that the Station on or prior to the Closing Date does not have all Licenses necessary to operate the Station as it is currently being operated, or that Seller, Parent or the Station has violated any License or failed to pay any license, regulatory or other fees owing to the applicable Governmental Authority;

(q) any Liability related to or arising out of a claim that Seller or Parent has failed to make any required filings with, or pay any copyright fees owing to, the Copyright Office in respect of Seller's or Parent's operation of the Station on or prior to the Closing Date (whether such filing or payment obligation arises on, before or after the Closing); and

(r) any Liability relating to or arising out of a finding that Seller or Parent has not complied with the Communications Act, the Copyright Act, or any other Legal Requirements with respect to operation of the Station.

For the avoidance of doubt, the fact that any of the foregoing Excluded Liabilities are set forth or described on a Schedule to this Agreement does not change their status as Excluded Liabilities.

For the avoidance of doubt, no matter for which Buyer is responsible or liable as Programmer (as defined in the LMA) pursuant to the terms of the LMA or Contractor (as defined in the TSA) pursuant to the terms of the TSA is an Excluded Liability.

Section 2.5 Purchase Price.

(a) In consideration of the sale, conveyance, transfer, assignment and delivery of the Assets by Seller and Parent to Buyer, Buyer shall, at the Closing, on the terms set forth in this Agreement, pay to Seller an amount equal to One Hundred Thousand Dollars (\$100,000) in cash (the "Purchase Price").

(b) At the Closing, the Purchase Price shall be adjusted as follows: Subject to the LMA, all expenses arising out of the operation of the Station which are incurred, accrued, or payable as of the Closing Date shall be prorated. The items to be prorated shall include, but shall not be limited to, power and utilities charges, FCC regulatory fees, personal property taxes for Seller's equipment upon the basis of the most recent tax bills and information available, security deposits, and similar prepaid and deferred items. The prorations shall, in so far as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within sixty (60) days after the Closing Date.

Section 2.6 Closing. On the terms and subject to the conditions set forth herein, the closing of the purchase and sale of the Assets and the assumption of the Assumed Liabilities hereunder (the “**Closing**”) shall take place at the offices of Buyer in Philadelphia, Pennsylvania, on the fifth Business Day after all conditions to Closing set forth in Article 9 have been satisfied or waived in writing, or on such date as Buyer and Seller may otherwise mutually agree. All performances and deliveries at the Closing shall be deemed to have occurred simultaneously. The Closing shall be effective at 11:59 p.m. on the date of the Closing. At the Closing:

(a) Seller and OpCo shall enter into (i) a Bill of Sale in the form attached hereto as Exhibit B, and (ii) the Assignment and Assumption of the New Tower Lease

(b) Seller and LicenseCo shall enter into an Assignment of FCC Authorizations in the form attached hereto as Exhibit A;

(c) Buyer, Parent and Seller shall execute and deliver all such further documents, instruments and agreements as may be reasonably requested by Buyer or Seller or their respective counsel, in order to more effectively provide for the transfer of title to the Assets to Buyer, including any good and sufficient instruments of conveyance and assignment as Buyer shall deem reasonably necessary or appropriate to vest in Buyer all right, title and interest in, to and under the Assets free and clear of all Liens, subject only to Permitted Liens and Assumed Liabilities; and

(d) Buyer shall deliver the Purchase Price as provided in Section 2.5.

Section 2.7 Allocation of Final Purchase Price. Within ninety (90) days after the Closing Date, Buyer shall deliver to Seller a certificate setting forth Buyer’s allocation (the “**Proposed Allocation**”), allocating the Purchase Price (plus Assumed Liabilities, to the extent properly taken into account under Section 1060 of the Code) among the Assets in accordance with Section 1060 of the Code. Seller shall have the right to review and comment on the Proposed Allocation, and Buyer shall consider in good faith such changes to the Proposed Allocation as are requested by Seller, provided that Buyer shall have no obligation to accept any such proposed changes. If Buyer and Seller agree to an allocation, Buyer and Seller agree (unless otherwise required by a change in applicable income Tax law or as a result of a good faith resolution of a contest) to (i) be bound by the allocation for all Tax purposes and (ii) act in accordance with the allocation in the preparation, filing and audit of any Tax return (including filing Form 8594 with its federal income Tax Return for the taxable year that includes the date of the Closing). If Seller and Buyer do not agree to an allocation within one hundred fifty (150) days after the Closing Date, Seller and Buyer (i) may prepare their own allocation, (ii) may use such allocation in connection with the preparation and filing of any applicable Tax Returns, and (iii) shall have no liability to any other party hereto for any additional Taxes that may be imposed by any Governmental Authority as a result of inconsistencies between their respective allocations. If the parties agree to an allocation, not later than 30 days prior to the filing of their respective Forms 8594 relating to the transactions contemplated by this Agreement, each party shall deliver to the other party a copy of its Form 8594.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE ZGS PARTIES

Seller, and Parent with respect to the statements that expressly refer to it, represent and warrant to Buyer as of the date hereof and as of the Closing Date that:

Section 3.1 Existence and Power. Schedule 3.1 sets forth Seller's and Parent's jurisdiction of organization and each state or other jurisdiction in which Seller is qualified to do business. Seller and Parent are corporations, duly organized, validly existing and in good standing under the laws of the State of Delaware, and each has all corporate power required to carry on its business as it is now conducted. Seller has all requisite corporate power and authority to own, lease and use the Assets and to conduct the Station's business as currently conducted. Seller is duly qualified to do business as a foreign entity and is in good standing in each jurisdiction where such qualification is necessary, subject to such exceptions as would not, individually or in the aggregate, have a Material Adverse Effect. Parent owns, beneficially and of record, 100% of the outstanding capital stock and other equity interests of Seller.

Section 3.2 Authorization. The execution, delivery and performance of this Agreement by Seller and Parent and the consummation of the transactions contemplated hereby are within the power of Seller and Parent and have been duly authorized by all necessary action on the part of Seller and Parent. This Agreement has been duly and validly executed and delivered by each of the ZGS Parties, and this Agreement and the other agreements to be executed and delivered by each of the ZGS Parties at the Closing constitute or, when executed and delivered, will constitute valid and binding obligations of each of the ZGS Parties, enforceable against each of the ZGS Parties in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally.

Section 3.3 Non-Contravention. The execution, delivery and performance of this Agreement by the ZGS Parties and the consummation of the transactions contemplated hereby do not and will not (with or without notice or lapse of time) (a) violate or conflict with the certificate of incorporation or bylaws or other organizational or constituent documents of Seller and Parent, (b) assuming the receipt of all Required Consents, violate or conflict with any Legal Requirement applicable to any of the ZGS Parties, (c) assuming the receipt of all Required Consents, violate or conflict with, result in a breach of, or constitute a default under or give rise to any right of termination, cancellation, modification or acceleration of any right or obligation of any of the ZGS Parties, or to a loss of any benefit relating to the Station or the Assets to which any ZGS Party is entitled under any provision of any agreement, contract or other instrument (including any License or other Material Contract) binding upon any of the ZGS Parties or by which any of the Assets is or may be bound, or (d) result in the creation or imposition of any Lien on any of the Assets other than Permitted Liens.

Section 3.4 Properties.

(a) Schedule 3.4(a) describes the New Tower Lease. Seller has provided to Buyer a true and complete copy of the New Tower Lease to be executed by Parent, together with any notices alleging non-compliance with the requirements thereof. As of its execution by the parties thereto, the New Tower Lease will be a valid and binding agreement, in full force and effect and

as of the Closing Date shall not have been revoked, canceled, terminated, encumbered or adversely affected in any manner due to an act or omission by the ZGS Parties. As of the Closing Date, Seller shall not have received notice from Lessor (as defined in the New Tower Lease) regarding termination or amendment of the New Tower Lease or refusal to renew or extend the same upon expiration of its term, unless such notice shall have been rescinded.

- (b) Seller has good title to all of its owned Assets.
- (c) No Asset is subject to any Lien except Permitted Liens.

Section 3.5 No Undisclosed Liabilities. There are no, and on the Closing Date there will not be any, Liabilities of the Station or Seller or Parent (except, as to Seller or Parent, such Liabilities that do not relate to or affect the Assets or the Station), and there is no existing condition, situation or set of circumstances, which could reasonably be expected to result in such a Liability, including under any License, commitment or obligation other than liabilities that are not individually and in the aggregate, material to the Station, the Assets or Seller.

Section 3.6 Required Consents. Except for the FCC Consent, no other consent or action by or in respect of, or filing with, any Governmental Authority or any other Person is required as a result of the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby (the “**Required Consents**”).

Section 3.7 FCC Authorizations; Governmental Approvals.

(a) Schedule 2.1(a) contains an accurate and complete list and summary description of all FCC licenses, construction permits, broadcast auxiliary licenses, microwave licenses, business radio licenses, satellite earth station licenses/registrations, special temporary authorizations and other Licenses or authorizations issued to Seller by the FCC for the operation of the Station or the conduct of its business, including any other Governmental Approvals issued to Seller by the FCC authorizing any activity ancillary or incidental to the ownership or operation of the Station and all antenna structure registrations in the name of Seller required by the FCC (collectively, the “**FCC Authorizations**”). Seller is the authorized legal holder of the FCC Authorizations. Each such FCC Authorization is valid and in full force and effect, and there is not pending or, to the Knowledge of Seller, threatened any Proceeding which could result in the nonrenewal, suspension, termination, revocation, cancellation, adverse modification, limitation or impairment of any such FCC Authorization, except with respect to the Auction Effects, as to which Seller makes no representation or warranty.

(b) Neither the ZGS Parties, nor any of their respective officers, directors, employees, shareholders, partners, members or agents, have taken any actions that could result in, or have failed to take any actions the absence of which could result in, the nonrenewal, suspension, termination, revocation, cancellation, adverse modification, limitation or impairment of any FCC Authorizations.

(c) No ZGS Party has received from the FCC any notice of violation in respect of any FCC Authorization, and no ZGS Party has Knowledge of any basis therefor. No fines or penalties are due and payable by any ZGS Party in respect of any violation of any term or

condition of any FCC Authorization or any provision of the Communications Act relating to the Station.

(d) Seller has made available to Buyer accurate and complete copies of all of the FCC Authorizations including all renewals thereof and all amendments thereto. Subject only to the receipt of the FCC Consent, all FCC Authorizations are freely assignable to LicenseCo.

(e) There are no other Governmental Approvals (other than the FCC Authorizations) necessary to permit Seller to operate the Station as the Station is now being operated. Seller has made all filings with, and given all notifications to, all Government Authorities (other than the FCC) as required by all applicable Legal Requirements.

Section 3.8 Proceedings. There is no Proceeding pending or, to Seller's Knowledge, threatened, by any Person or by or before any Governmental Authority or private arbitration tribunal, against or affecting any Seller or any of its Affiliates (to the extent such Proceeding against or affecting any Affiliate relates to or affects the Station or the Assets or the ability of the Seller to consummate the transactions contemplated hereby), the Station or the Assets; and (b) there is no Judgment requiring either ZGS Party to take any action of any kind with respect to the Assets or the operation of the Station, or to which either ZGS Party, the Station or the Assets are subject or by which they are bound or affected, in either case, which (i) adversely affects or is reasonably likely to adversely affect the ability of the ZGS Parties to perform their respective obligations under this Agreement, or (ii) challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated hereby or the ability of the ZGS Parties to consummate the same. The Auction Effects shall not be considered a Proceeding for purposes of this Section 3.8.

Section 3.9 Compliance with Legal Requirements.

(a) Each ZGS Party is and has been in compliance in all material respects with each Legal Requirement (including the Communications Act) that is applicable to Seller or the Station. No event has occurred, and no condition or circumstance exists, that would (with or without notice or lapse of time) constitute, or result directly or indirectly in, a material default under, a breach or violation of, or a failure to comply with, any Legal Requirement. Seller has not received any notice from any third party regarding any actual, alleged or potential violation of any material Legal Requirement.

(b) The Station is operated in all material respects in accordance with the terms and conditions of the FCC Authorizations and the provisions of the Communications Act and the rules and published policies of the FCC ("**FCC Rules**"). All material reports and other material filings required by the FCC with respect to the FCC Authorizations and the Station have been timely filed. All FCC regulatory fees assessed with respect to the FCC Authorizations have been timely paid.

(c) To the Knowledge of Seller, other than proceedings generally affecting the television broadcast industry (including the Auction Effects), no Governmental Authority has proposed any Legal Requirement that could reasonably be expected to affect Seller, Seller's properties, assets (including the Assets), operations or businesses, or Seller's rights thereto.

There is no FCC order, judgment, decree, notice of apparent liability or order of forfeiture outstanding, and no action, suit, notice of apparent liability, order of forfeiture, investigation or other Proceeding pending or, to Seller's Knowledge, threatened, by or before the FCC against Seller or affecting the FCC Authorizations, except FCC rulemaking proceedings generally affecting the television broadcast industry. Seller has no Knowledge of any fact that is reasonably likely to cause the FCC to fail to renew the FCC Authorizations for full terms and without adverse conditions except for the Auction Effects.

Section 3.10 Environmental Compliance. Seller is and has always been in compliance in all material respects with all Environmental Laws and the Station is and has always been operated in all material respects in compliance with all Environmental Laws.

Section 3.11 Digital Channels. Seller has not leased, licensed, assigned, conveyed or otherwise encumbered the Station's digital spectrum or any portion thereof or granted rights to any party other than Buyer to broadcast on the Station's digital spectrum or any portion thereof.

Section 3.12 Intellectual Property. Seller has not in its operation of the Station interfered with, infringed upon, misappropriated or otherwise come into conflict with, and the operation of the Station as currently conducted does not violate or infringe upon, any Intellectual Property rights of third parties, and Seller has not received any charge, complaint, claim, demand or notice alleging any such interference, infringement, misappropriation or violation. To Seller's Knowledge, no third party has interfered with, infringed upon, appropriated or otherwise come into conflict with any Intellectual Property rights of Seller with respect to the Station.

Section 3.13 Finders' Fees. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of any ZGS Party or any of their respective Affiliates who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

OpCo represents and warrants to the ZGS Parties as of the date hereof and as of the Closing Date that:

Section 4.1 Existence and Power. Each of OpCo and LicenseCo is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all necessary power required to carry on its business as it is now conducted.

Section 4.2 Authorization. The execution, delivery and performance of this Agreement by Buyer and the consummation of the transactions contemplated hereby are within the necessary power of Buyer and have been duly authorized by all necessary action on the part of Buyer. This Agreement has been duly and validly executed and delivered by Buyer, and this Agreement and the other agreements to be executed and delivered by Buyer at Closing constitute or, when executed and delivered, will constitute valid and binding obligations of Buyer, enforceable against it in accordance with their respective terms, except as such enforceability

may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally.

Section 4.3 Non-Contravention. The execution, delivery and performance of this Agreement by Buyer and the consummation of the transactions contemplated hereby do not and will not (a) violate the certificate of formation, operating agreement or other organizational or constituent documents of Buyer, (b) assuming compliance with the matters referred to in Section 4.4, violate or conflict with any Legal Requirement applicable to Buyer, or (c) assuming compliance with the matters referred to Section 4.4, violate or conflict with, result in a breach of, or constitute a default under or give rise to any right of termination, cancellation, modification or acceleration of any right or obligation of Buyer under any provision of any agreement, contract or other instrument binding upon Buyer.

Section 4.4 Required Consents. The execution, delivery and performance of this Agreement by Buyer and the consummation of the transactions contemplated hereby require no consent or other action by or in respect of, or filing with, any Governmental Authority or other Person by Buyer, other than the filing of the FCC Application and the grant of the FCC Consent.

Section 4.5 Proceedings. There is no Proceeding pending or, to the Knowledge of Buyer, threatened, by any Person or by or before any Governmental Authority or private arbitration tribunal, against or affecting Buyer, which challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated hereby or the ability of Buyer to consummate the same.

Section 4.6 Buyer's Qualification. LicenseCo is and pending the Closing will remain legally and otherwise qualified under the Communications Act and the FCC Rules to acquire and operate the Station.

Section 4.7 Finders' Fees. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Buyer or any of its Affiliates who might be entitled to any fee or commission from any ZGS Party in connection with the transactions contemplated by this Agreement.

ARTICLE 5 COVENANTS OF SELLER

Section 5.1 Affirmative Covenants. Subject to the LMA, from the date hereof until the Closing Date, with respect to the Station, Seller (and Parent to the extent applicable to Parent) shall:

- (a) maintain its legal existence;
- (b) use commercially reasonable efforts to (i) comply in all material respects with all applicable Legal Requirements (including FCC Legal Requirements), (ii) comply with, and use its best efforts to maintain in full force and effect, all FCC Authorizations, (including any necessary extension of any special temporary authority) unimpaired by any materially adverse conditions and amendments, other than any conditions that are set forth on the face of such FCC

Authorizations or are generally applicable to such authorizations, including the Auction Effects and (iii) file all material reports and timely pay all FCC regulatory or filing fees pertaining to the Station required to be filed with or paid to the FCC or to operate the Station in compliance in all material respects with the provisions of the Communications Act and the terms and conditions of the FCC Authorizations;

(c) pay all debts, Liabilities and taxes of or relating to the Station as they become due, except for such debts or obligations which are contested by Seller in good faith and for which Seller maintains appropriate reserves on its books;

(d) continue to maintain all of the business records of the Station in accordance with its past practice; and

(e) use commercially reasonable efforts to comply with the terms of the LMA and the TSA in all material respects, provided, that no breach by Seller of the LMA or TSA shall constitute a material breach of this Agreement.

Section 5.2 Negative Covenants. From the date hereof until the Closing Date, with respect to the Station, Seller shall not:

(a) amend its certificate or articles of incorporation, bylaws, or other organizational or constituent documents or merge or consolidate with any other Person;

(b) issue, sell, deliver or agree to issue, sell or deliver (whether through the issuance or granting of options, commitments, subscriptions, rights to purchase or otherwise) any equity interests of Seller;

(c) enter into any Contract or commitment of any kind relating to the Station which would be binding on Buyer after the Closing unless with Buyer's written consent;

(d) incur, assume, guarantee any indebtedness for borrowed money with respect to the Station or the Assets (including borrowings under capital leases) or mortgage, pledge or subject to any Lien (other than Permitted Liens) any of the Assets;

(e) acquire, sell, lease or dispose of any assets material to the Station, or purchase, lease or otherwise acquire any real property except the New Tower Lease; and

(f) commence a Proceeding other than (i) any Proceeding relating to Seller's rights or remedies under this Agreement, including the enforcement thereof; (ii) any Proceeding relating to the FCC Authorizations or to the rules or policies of the FCC; or (iii) any other Proceeding reasonably required for the preservation or protection of the Assets.

Section 5.3 Notices of Certain Events. Seller shall use commercially reasonable efforts to promptly notify Buyer of:

(a) any action taken by Seller not in the ordinary course of business and any circumstance or event that could reasonably be expected to have a Material Adverse Effect;

(b) any fact, circumstance, event, or action by Seller or Parent which, if known on the date of this Agreement, would have resulted in any of the representations and warranties of the ZGS Parties contained in this Agreement or in any Agreement or any document executed in connection with the transactions contemplated by this Agreement not being true and correct in a material respect when made;

(c) any breach of any covenant or obligation of Seller hereunder in a material respect;

(d) any circumstance or event which may be reasonably expected to result in the failure of Seller to timely satisfy any of the closing conditions specified in Article 9 of this Agreement;

(e) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(f) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement or relating in any way to an alleged violation of any Legal Requirement applicable to the Station;

(g) any Proceeding, commenced or, to the Knowledge of a ZGS Party, overtly threatened against, relating to or involving or otherwise affecting the Station that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.9 or that relates to the consummation of the transactions contemplated by this Agreement;

(h) any Proceeding known to Seller and overtly threatened against or affecting the business of operating the Station, in any court, or before any arbitrator, or before or by any Governmental Authority (other than FCC rulemakings or other proceedings generally affecting the television broadcasting industry and not particular to Seller or the Auction Effects);

(i) any Regulatory Petitions, Regulatory Orders and Regulatory Notices filed or received by any ZGS Party with respect to the Station; and

(j) any communications, written or oral, between any ZGS Party and the FCC with respect to the Station.

No failure by Seller to give any notice to Buyer referred to in clauses (a) through (j) above shall, in of itself, constitute a material breach of this Agreement.

Section 5.4 Liens. The ZGS Parties shall cooperate with Buyer to obtain prior to the Closing reasonably satisfactory searches (the “**Seller-Obtained Search Results**”), in all appropriate jurisdictions for Uniform Commercial Code financing statements, and Seller shall be responsible for the cost thereof. The ZGS Parties shall cooperate with Buyer to obtain prior to the Closing any searches (the “**Buyer-Obtained Search Results**” and, together with the Seller-Obtained Search Results, the “**Search Results**”) desired by Buyer in any appropriate jurisdictions for state and federal tax liens, judgment liens, and pending litigation against Seller and the Assets, and Buyer shall be responsible for the cost thereof. On or prior to the Closing Date, Seller shall, and the other ZGS Parties shall cause Seller to, cause any Liens on any Asset

(other than Permitted Liens), to be removed, so that the Assets are free and clear of all Liens (other than Permitted Liens) at the Closing.

Section 5.5 No Shop. From and after the date hereof, none of the ZGS Parties, nor any of their respective Affiliates, directors, officers, employees, shareholders, partners, members, agents or representatives shall, directly or indirectly, encourage, solicit, initiate or participate in any way in discussions or negotiations with or provide any confidential information to, any Person or group (other than Buyer or any Affiliate of Buyer and their respective directors, officers, employees, representatives and agents) concerning any merger of or business combination with or involving Seller, the sale of any of the Assets other than as expressly permitted under this Agreement, or any similar transactions involving Seller. It is understood that any violation of the restrictions set forth in this Section by any Affiliate, director, officer, employee, shareholder, partner, member, agent or representative of any of the ZGS Parties or any of their respective Affiliates shall be deemed to be a breach of this Section by the ZGS Parties if such violation was authorized by a ZGS Party or if a ZGS Party had knowledge of such violation at or prior to its occurrence.

Section 5.6 Risk of Loss. Seller shall bear the risk of any loss or damage to the personal property owned by Seller at all times prior to the Closing, subject to the provisions of Section 5.7 below.

Section 5.7 The New Tower Lease and Related Provisions.

Parent has agreed to enter into the New Tower Lease and the TSA as of the date hereof to enable and expedite construction of the Station's Digital Facilities, which are intended to be acquired by Buyer upon grant of FCC Consent.

(a) Buyer will not acquire any of Seller's personal property equipment or the tower facility currently used in operation of the Station, and Buyer agrees that the current Station personal property equipment and tower site are not material to Buyer's intended conduct of the LMA or for or upon its proposed acquisition of the Station.

(b) Buyer shall be liable for all costs incurred by, or Liabilities or Losses of the ZGS Parties under the TSA, LMA and the New Tower Lease if no closing occurs (except for matters arising that are directly caused by willful misconduct or gross negligence of the ZGS Parties), regardless of the reason that such closing does not occur.

Section 5.8 Possession and Control of the Station. Notwithstanding any other provision of this Agreement, the Closing shall not be consummated prior to the grant of the FCC Consent. Seller and Buyer acknowledge and agree that at all times commencing on the date hereof and ending on the Closing Date, neither Buyer nor any of its respective employees or Representatives, directly or indirectly, shall, or have any right to, control, direct or otherwise supervise, or attempt to control, direct or otherwise supervise any of the management or operation of the Station, it being understood that, subject to the LMA, the operation, management, control and supervision of all programs, equipment, operations and other activities of the Station shall be the sole responsibility, and at all times prior to the Closing Date remain within the complete control and discretion, of Seller.

ARTICLE 6
ADDITIONAL COVENANTS

Section 6.1 Commercially Reasonable Efforts; Further Assurances.

(a) Subject to the terms and conditions of this Agreement, including Section 6.1(b), Buyer and the ZGS Parties shall each use their respective commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable Legal Requirements to consummate the transactions contemplated by this Agreement. Each of Buyer, Parent and Seller shall execute and deliver such other documents, certificates, agreements and other writings and take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement and to vest in Buyer good and marketable title to the Assets and to provide for OpCo's assumption of the Assumed Liabilities (whether before or after the Closing).

(b) Notwithstanding anything contained in this Section 6.1, Section 6.2, Section 6.3, Section 6.4, or in any other provision hereof, neither Buyer nor any of its Affiliates shall be required to (i) agree to any conditions or limitations on any asset, business or property of Buyer or any of its Affiliates, on any asset, business or property which Buyer or any of its Affiliates has or hereafter has an unconsummated contract to acquire or to transfer or on the Assets, (ii) take or refrain from taking any action with respect to the acquisition, divestiture, leasing or other transaction involving, directly or indirectly, any television broadcasting business or other asset, business or property of any Person or in any area or market, or (iii) take any action that may adversely affect Buyer or its Affiliates, the Station or the Assets (any such requirement described in clauses (i) through (iii) of this Section 6.1(b), a "**Burdensome Condition**").

Section 6.2 FCC Applications.

(a) Within ten (10) Business Days of the execution of this Agreement, Seller and LicenseCo shall jointly prepare and file with the FCC complete and accurate applications for FCC Consent to the assignment of the FCC Authorizations from Seller to LicenseCo or its permitted assign as contemplated herein (the "FCC Application"). Seller and LicenseCo shall each bear one-half of the amount of all FCC filing fees in connection with the FCC Application. LicenseCo shall notify Seller, and Seller shall notify LicenseCo, as the case may be, in the event it becomes aware of any facts, actions, communications or occurrences that might directly or indirectly affect the ability of LicenseCo or Seller to obtain the FCC Consent. Subject to Section 6.1(b), Seller and LicenseCo shall diligently take all necessary, desirable and appropriate actions, provide any additional information reasonably required or requested by the FCC and otherwise use their commercially reasonable efforts to obtain the FCC Consent. Seller and LicenseCo shall oppose any petitions to deny or other objections filed with respect to the FCC Application, provided, however, that neither Seller nor LicenseCo nor any of their respective Affiliates shall have any obligation to participate in any evidentiary hearing on the FCC Application or to pay a third party to obtain an FCC Consent.

(b) Notwithstanding anything contained in Article 4 or any other section of this

Agreement (other than Section 4.6), Buyer does not make any representation or warranty (i) regarding the likelihood that the FCC will consent to the transfer of the FCC Authorizations, (ii) that the current, future or proposed television broadcast holdings of Buyer or any of its Affiliates (whether now known or anticipated or as the same may exist in the future at the sole discretion of Buyer or any of its Affiliates), or any Contract or arrangement which Buyer or any of its Affiliates now has or hereafter has to acquire, transfer or use or otherwise involving television broadcast assets or businesses, in each case will not materially and adversely impact the FCC Consent, cause the FCC Consent to be delayed, cause additional steps in the FCC's processing of a FCC Application, or result in failure of the FCC to consent to the transfer of the FCC Authorizations, or (iii) that in connection with the FCC Application or applications or Proceedings relating to other FCC Authorizations not involving the ZGS Parties, the FCC will not place or seek to place any Burdensome Condition on Buyer's acquisition of the FCC Authorizations or the other Assets, or that would otherwise cause any of the conditions specified in Article 9 to not be satisfied.

Section 6.3 Public Announcements. Unless otherwise required by federal or state securities laws, no party hereto shall make any public announcements or otherwise communicate with any news media with respect to this Agreement or any of the transactions contemplated hereby without the prior consultation and approval of the other parties as to the timing and content of any such announcement; *provided, however*, that nothing contained herein shall prevent any party from promptly making all filings with Governmental Authorities as may, in its reasonable judgment, be required or advisable in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, so long as such party, promptly upon learning of such requirement, notifies the other party of such requirement and consults with the other party in good faith with respect to the wording of such announcement. Subject to Section 6.1(b), each of the parties hereto shall use its respective commercially reasonable efforts to insure that such party's agents comply with this Section 6.3. No failure by Seller to comply with the provisions of this Section shall constitute a cause for termination of this Agreement.

Section 6.4 Confidentiality. Unless otherwise required by federal or state securities laws, any non-public information that any ZGS Party may have prior to the Closing as a result of Seller's ownership and operation of the Station or have obtained from Buyer or its Representatives in connection with this Agreement shall be confidential until the second anniversary of the Closing Date, and no ZGS Party shall (i) disclose any such information to any third party other than its Representatives whose knowledge thereof is necessary in order to facilitate the consummation of the transactions contemplated hereby, or (ii) use such information to the detriment of Buyer; *provided, however*, that (a) a ZGS Party may use and disclose any such information that has been publicly disclosed (other than by Recipient Party in breach of its obligations under this Section) or that has rightfully and without duty of confidentiality come into the possession of the ZGS Party (other than from Buyer or its Representatives or any such information that such ZGS Party had prior to the Closing as a result of Seller's ownership and operation of the Station), and (b) a ZGS Party may disclose any such information to the extent legally compelled to do so, in which case such ZGS Party shall promptly notify Buyer and, subject to Section 6.1(b), use its commercially reasonable efforts, and shall afford Buyer a reasonable opportunity, to obtain an appropriate protective order or other satisfactory assurance of confidential treatment, for the information compelled to be disclosed. No failure by Seller to

comply with the provisions of this Section shall constitute a cause for termination of this Agreement.

ARTICLE 7 TAX MATTERS

Section 7.1 Tax Definitions. The following terms, as used herein, have the following meanings:

“**Code**” means the Internal Revenue Code of 1986.

“**Escheat Payment**” means any payment required to be made to any state abandoned property administrator or other public official pursuant to an abandoned property, escheat or similar law.

“**Post-Closing Tax Period**” means any Tax period (or portion thereof) ending after the Closing Date.

“**Pre-Closing Tax Period**” means any Tax period (or portion thereof) ending on or before the close of business on the Closing Date.

“**Tax**” means (i) any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, capital, paid-up capital, profits, greenmail, license, gains, withholding on amounts paid to or by Seller or the Station, payroll, employment, excise, severance, stamp, occupation, premium, property, Escheat Payment, environmental or windfall profit tax, custom duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount imposed by any Governmental Authority (domestic or foreign) responsible for the imposition of any such tax or (ii) any Liability for the payment of any amounts of the type described in (i) as a result of being party to any agreement or any express or implied obligation to indemnify any other Person.

“**Tax Return**” means any report, return, statement, form or other information required to be supplied to a taxing authority in connection with Taxes.

Section 7.2 Tax Representations. The ZGS Parties, jointly and severally, hereby represent and warrant to Buyer as of the date hereof and as of the Closing Date that:

(a) Seller has timely filed with the appropriate Governmental Authorities all Tax Returns required to be filed by or on behalf of Seller prior to the date hereof.

(b) Seller has timely paid all Taxes and all interest and penalties due thereon payable by it which arise from or with respect to the Assets or the operation of the Station and are incurred in or attributable to the Pre-Closing Tax Period which will have been required to be paid on or prior to the date hereof, the non-payment of which could result in a Lien on any Asset, could otherwise adversely affect the Station or could result in Buyer or any Affiliate of Buyer becoming liable or responsible therefor.

(c) Seller has established, in accordance with GAAP, adequate reserves for the payment of, and shall timely pay all Tax Liabilities, assessments, interest and penalties which arise from or with respect to the Assets or the operation of the Station and are incurred in or attributable to the Pre-Closing Tax Period, the non-payment of which could result in a Lien on any Asset, could otherwise adversely affect the Station or could result in Buyer or any Affiliate of Buyer becoming liable therefor.

(d) Seller has not received any written notice of audit, deficiency or assessment with respect to any Tax, the nonpayment of which could result in a Lien on any Asset, could otherwise adversely affect the Station or could result in Buyer or any Affiliate of Buyer becoming liable therefor.

(e) Schedule 7.2 sets forth the jurisdictions with which Seller has filed any Tax Return relating to the Station.

Section 7.3 Tax Cooperation and Other Tax Matters.

(a) Buyer and the ZGS Parties shall furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Station and the Assets (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, the making of any election related to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax Return. Buyer and the ZGS Parties shall retain all books and records with respect to Taxes pertaining to the Assets for a period of at least six years following the Closing Date. Buyer and the ZGS Parties shall cooperate with each other in the conduct of any audit or other proceeding related to Taxes involving the Station or the Assets for any Pre-Closing Tax Period. In particular, the ZGS Parties shall, at their expense and in accordance with all applicable Legal Requirements:

(i) prepare all Tax Returns by or on behalf of Seller with respect to any period ending on or before the Closing Date; and

(ii) exercise all tasks in connection with any audit, litigation or other proceeding with respect to Taxes and with respect to any period ending on or before the Closing Date (collectively, "Tax Proceeding");.

(b) All real property taxes, personal property taxes and similar ad valorem obligations levied with respect to the Assets for a taxable period which includes (but does not end on) the Closing Date shall be apportioned between Seller and Buyer as of the Closing Date based on the number of days of such taxable period included in the Pre-Closing Tax Period and the number of days of such taxable period included in the Post-Closing Tax Period. Seller shall be liable for the proportionate amount of such taxes that is attributable to the Pre-Closing Tax Period, and Buyer shall be liable for the proportionate amount of such taxes that is attributable to the Post-Closing Tax Period.

(c) In the case of any Taxes (other than any real property taxes, personal property taxes and similar ad valorem obligations) that are payable for a taxable period that includes (but does not end on) the Closing Date, the amount of such Taxes attributable to the Pre-Closing Tax

Period shall be deemed equal to the amount which would be payable if the relevant taxable period ended on the Closing Date.

(d) Any transfer, documentary, sales, use or other Taxes assessed upon or with respect to the transfer of the Assets to Buyer and any recording or filing fees with respect thereto shall be the responsibility of Seller.

(e) Seller shall not take or omit to take any action outside of the ordinary course of business or in a manner inconsistent with past practice if such action or omission could have the effect of increasing the Tax liability relating to the Station, Buyer or any of Buyer's Affiliates.

ARTICLE 8 EMPLOYEES

Section 8.1 Employees. Seller has no Employee-Related Liabilities. Parent has no Employee-Related Liabilities with respect to the Assets or the Station.

Section 8.2 Employee Benefit Plans. Seller has no Employee Benefit Plans or Liabilities with respect to Employee Benefit Plans. Parent has no Employee Benefit Plans or Liabilities with respect to Employee Benefit Plans, in each case, with respect to the Assets or the Station.

ARTICLE 9 CONDITIONS TO CLOSING

Section 9.1 Conditions to Obligation of Buyer. The obligation of Buyer to consummate the Closing is subject to the satisfaction, or waiver by Buyer in its absolute discretion, of the following conditions:

(a) (i) The ZGS Parties shall have performed in all material respects all of their respective obligations hereunder required to be performed by them on or prior to the Closing Date; (ii) the representations and warranties of each of the ZGS Parties contained in this Agreement and in any certificate or other writing delivered by any of them pursuant hereto, to the extent not qualified by materiality or Material Adverse Effect, shall have been true and correct as of the date hereof and shall be true and correct at and as of the Closing Date in all material respects as if made at and as of such date, except for such representations and warranties made as of a certain date, which shall be true and correct in all material respects as of such date; (iii) the representations and warranties of each of the ZGS Parties contained in this Agreement and in any certificate or other writing delivered by any of them pursuant hereto, to the extent qualified by materiality or Material Adverse Effect, shall have been true and correct as of the date hereof and at and as of the Closing Date as if made at and as of such date, except for the representations and warranties made as of a certain date, which shall be true and correct as of such date; and (iv) Buyer shall have received a certificate to the foregoing effect signed by each ZGS Party.

(b) The FCC Consent shall have been granted and shall have become a Final Order; provided, however, that neither the FCC Consent nor any Required Consent shall contain a

Burdensome Condition; and provided, further that Buyer, in its sole discretion, may elect to waive the condition that the FCC Consent shall have become a Final Order, and that Buyer shall waive the condition that the FCC Consent shall have become a Final Order in the event that no petitions to deny, informal objections or other oppositions to the FCC Application have been filed

(c) No provision of any applicable law or regulation and no judgment, injunction, order or decree shall restrain, prohibit or otherwise interfere with the consummation of the Closing or the effective operation or enjoyment by Buyer of all or any material portion of the Station or the Assets.

(d) No proceeding challenging this Agreement or the transactions contemplated hereby or seeking to prohibit, alter, prevent or materially delay the Closing shall have been instituted by any Person before any arbitrator or Governmental Authority and be pending.

(e) There shall have been no event, occurrence, development or state of circumstances or facts that, individually or in the aggregate, has, had or could reasonably be expected to have a Material Adverse Effect.

(f) The ZGS Parties shall have performed in all material respects all of their respective obligations under Section 6.1 hereof.

(g) Buyer shall have received the Seller-Obtained Search Results in accordance with Section 5.4. Seller shall have had all of the Liens on any Asset (excluding the Permitted Liens) released and discharged (including release and discharge simultaneous with the Closing pursuant to payoff documents and procedures reasonably satisfactory to Buyer), and Buyer shall have received evidence reasonably satisfactory to it (including UCC-3 termination statements) that such Liens have been released and discharged of record.

(h) Seller shall have timely paid all Taxes and all interest and penalties due thereon payable by it which arise from or with respect to the Assets or the operation of the Station incurred in or attributable to the Pre-Closing Tax Period which will have been required to be paid on or prior to the Closing Date, the non-payment of which could result in a Lien on any Asset, could otherwise adversely affect the Station or could result in Buyer or any Affiliate of Buyer becoming liable or responsible therefor.

(i) On the Closing Date, Buyer shall have received:

(i) the instruments of conveyance and assignment described in Section 2.7(a), duly executed by Seller; and

(ii) all such further documents, instruments and agreements as may be reasonably requested by Buyer or its counsel in order to more effectively provide for OpCo's assumption of the Assumed Liabilities or transfer title to the Assets to Buyer, as the case may be, or effectuate and carry out any provision of this Agreement.

Section 9.2 Conditions to Obligation of the Seller. The obligation of the Seller to consummate the Closing is subject to the satisfaction, or waiver by Seller in its absolute

discretion, of the following conditions:

(a) (i) Buyer shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Closing Date; (ii) the representations and warranties of Buyer contained in this Agreement and in any certificate or other writing delivered by Buyer pursuant hereto shall have been true and correct as of the date hereof and shall be true and correct at and as of the Closing Date in all material respects as if made at and as of such date; and (iii) Seller shall have received a certificate signed by an appropriate executive officer of Buyer to the foregoing effect.

(b) No provision of any applicable law or regulation and no judgment, injunction, order or decree shall restrain, prohibit or otherwise interfere with the consummation of the Closing or the effective operation or enjoyment by Buyer of all or any material portion of the Station or the Assets, and no proceeding challenging this Agreement or the transactions contemplated hereby or seeking to prohibit, alter, prevent or materially delay the Closing shall have been instituted by any Person before any arbitrator or Governmental Authority and be pending.

(c) The FCC Consent shall have been granted and remain effective.

(d) On the Closing Date, Seller shall have received:

(i) the instruments of conveyance and assignment described in Section 2.7(a) that are required to be executed by Buyer, duly executed by Buyer; and

(ii) all such further documents, instruments and agreements as may be reasonably requested by Seller or its counsel in order to more effectively provide for OpCo's assumption of the Assumed Liabilities or transfer title to the Assets to Buyer, as the case may be, or effectuate and carry out any provision of this Agreement.

ARTICLE 10 SURVIVAL; INDEMNIFICATION

Section 10.1 Survival. The representations and warranties of the parties hereto contained in this Agreement or in any certificate or other writing delivered pursuant hereto or in connection herewith shall survive the Closing until the date that is eighteen (18) months following the Closing Date (or the first Business Day thereafter, if such date is not a Business Day), except that (i) the representations and warranties set forth in Sections 3.1, 3.2, 3.3, 3.6, 3.13, 4.1, 4.2 and 4.3 shall survive indefinitely and (ii) the representations and warranties set forth in Sections 3.8 and 3.10 and Articles 7 and 8 shall survive until the later of the second anniversary of the Closing Date (or the first Business Day thereafter, if such date is not a Business Day) or 60 days following the expiration of the applicable statutory period of limitations (giving effect to any waiver, mitigation or extension thereof). Notwithstanding the preceding sentence, any representation or warranty in respect of which indemnity may be sought under this Agreement shall survive the time at which it would otherwise terminate pursuant to the preceding sentence, if a claim under this Article 10 shall have been made against the party from whom such indemnity may be sought prior to such time. All covenants and agreements of

the parties hereunder and the indemnification obligations of the parties set forth in Section 10.2(a)(ii), (iii) and (iv) and Section 10.2(b)(ii), (iii) and (iv) shall survive the Closing indefinitely.

Section 10.2 Indemnification.

(a) The ZGS Parties, jointly and severally, hereby indemnify Buyer and its Affiliates and their respective officers, directors, managers, shareholders, partners, members and employees against, and shall hold each of them harmless from, any and all damage, loss, Liability and expense (including reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any action, suit or proceeding) (collectively, "Loss") incurred or suffered by any of the foregoing arising out of, resulting from, or related to:

(i) any misrepresentation or breach of warranty made by any of the ZGS Parties pursuant to this Agreement or any document executed in connection with the transactions contemplated by this Agreement (disregarding, in each case for purposes of determining the existence of such misrepresentation or breach or the amount of Losses arising therefrom, any "materiality" or "Material Adverse Effect" qualification included in any such representation or warranty);

(ii) any breach of covenant or agreement made or to be performed by the ZGS Parties pursuant to this Agreement or any document executed in connection with the transactions contemplated by this Agreement;

(iii) any Excluded Liability or Excluded Asset; *provided, however*, that if any such Liability is also a misrepresentation or breach of warranty made by any of the ZGS Parties as described in Section 10.2(a)(i), the indemnification obligations set forth in this Section 10.2(a)(iii) shall apply exclusively with respect thereto; or

(iv) the failure of Seller to comply with any applicable bulk sales laws.

(b) OpCo and LicenseCo, jointly and severally, hereby indemnify the ZGS Parties and their respective Affiliates and their respective officers, directors, managers, shareholders, partners, members and employees against, and shall hold each of them harmless from, any and all Loss incurred or suffered by any of the foregoing arising out of, resulting from, or related to:

(i) any misrepresentation or breach of warranty made by Buyer pursuant to this Agreement or any document executed in connection with the transactions contemplated by this Agreement (disregarding, in each case for purposes of determining the existence of such misrepresentation or breach or the amount of Losses arising therefrom, any "materiality" or similar qualifications included in any such representation or warranty);

(ii) any breach of covenant or agreement made or to be performed by Buyer pursuant to this Agreement;

(iii) Buyer's ownership or operation of the Station after the Closing Date, except to the extent that such Loss relates to any matter for which Buyer is entitled to indemnification under Section 10.2(a); or

(iv) any Assumed Liability, including the failure of OpCo to perform or satisfy any such Assumed Liability.

Section 10.3 Claim Procedures.

(a) Any party seeking indemnification pursuant to this Section (the “**Indemnified Party**”) shall promptly notify in writing (an “**Indemnity Notice**”) the other party or parties from whom such indemnification is sought (the “**Indemnifying Party**”) of the Indemnified Party’s assertion or a third party’s assertion of any claim with respect to which the indemnification provisions set forth in this Article relate, providing in reasonable detail the facts giving rise to such claim, a statement of the Indemnified Party’s Loss to the extent then known, and an estimate of the amount of Losses that the Indemnified Party reasonably anticipates it will suffer or incur; *provided, however*, that no delay on the part of the Indemnified Party in giving the Indemnity Notice shall relieve the Indemnifying Party from any obligation hereunder unless (and solely to the extent) the Indemnifying Party is prejudiced thereby.

(b) With respect to any third party claim for which an Indemnified Party is seeking indemnification hereunder:

(i) The Indemnifying Party shall have the right, upon written notice to the Indemnified Party within ten Business Days after its receipt of any Indemnity Notice, to undertake (at its expense) the defense of such claim with counsel reasonably satisfactory to the Indemnified Party; *provided, however*, that the Indemnifying Party shall not have the right to assume the defense of such claim if (A) the Indemnifying Party is also a party to such claim and the Indemnified Party determines in good faith that joint representation would be inappropriate, or (B) the Indemnifying Party fails to provide reasonable assurance to the Indemnified Party of its financial capacity to defend such claim and provide indemnification with respect to such claim, whereupon the Indemnified Party shall be entitled (but not obligated) to undertake the defense of such claim at the expense of the Indemnifying Party. The failure of the Indemnifying Party to give such notice and to undertake the defense of such a claim shall constitute a waiver of the Indemnifying Party’s rights under this Section 10.3(b) and shall entitle (but not obligate) the Indemnified Party to undertake such defense at the expense of the Indemnifying Party. If the Indemnified Party undertakes the defense of any such claim, whether due to the Indemnifying Party’s failure to assume such defense or the Indemnifying Party not having the right to assume such defense for one of the reasons set forth in clauses (A) and (B) above, then, in the absence of gross negligence or willful misconduct on the part of the Indemnified Party, the Indemnifying Party shall be precluded from disputing the manner in which the Indemnified Party conducted the defense of such claim or the reasonableness of any amount paid and any agreement made by the Indemnified Party in settlement of such claim.

(ii) If the Indemnifying Party has undertaken the defense of any such claim as provided in clause (i), the Indemnifying Party may not agree to any settlement or compromise of such claim without the prior written consent of the Indemnified Party unless (A) prior to such settlement or compromise, the Indemnifying Party acknowledges in writing its obligation to pay in full the amount of the settlement or compromise and all associated expenses, (B) the Indemnified Party is furnished with security satisfactory to the Indemnified Party that the Indemnifying Party will in fact pay such amount and expenses, (C) the settlement or compromise

does not involve anything but the one-time payment of money and has no adverse impact on the Station or its operations, and (D) the Indemnifying Party obtains, at no cost to the Indemnified Party, a release executed and delivered by the claiming third party or parties of all claims against the Indemnified Party, which release shall be acceptable in form and substance to the Indemnified Party. The Indemnified Party may, through counsel selected and paid by it, participate in (but not control) the defense of any claim undertaken by the Indemnifying Party.

(c) Unless, within ten Business Days following the Indemnifying Party's receipt of an Indemnity Notice, the Indemnifying Party gives written notice to the Indemnified Party announcing its intent to contest the assertion of such indemnification claim (the "**Contest Notice**"), such claim shall be deemed accepted by the Indemnifying Party. Notwithstanding the foregoing, if the Indemnifying Party assumes the defense of any third party claim pursuant to subsection (b), such claim shall be deemed accepted by the Indemnifying Party whether or not a Contest Notice has been or is later delivered. In the event that a Contest Notice is given to the Indemnified Party, then the parties shall endeavor to settle and compromise such contested claim as between them. If the parties are unable to agree on a settlement or compromise of such claim within 30 days after the Indemnified Party's receipt of the Contest Notice, such contested claim shall be settled by arbitration to be held in Philadelphia, Pennsylvania in accordance with the rules of the American Arbitration Association. The determination of the arbitrator(s) shall be delivered in writing to the Indemnifying Party and the Indemnified Party and shall be conclusive and binding upon all parties, and the amount to be paid by the Indemnifying Party shall be deemed established thereby. In the event that the claim relates to a third party claim that has not yet been resolved, the final amount to be paid shall be determined upon such resolution.

Section 10.4 Payment of Losses. Any Losses subject to indemnification under this Article 10 shall bear interest, in the case of a Loss attributable to a third party claim, from the date of the Indemnity Notice, and in all other cases, from the Closing Date, in each case until the date paid at a rate equal to the lesser of (i) two percent (2%) over Prime Rate, or (ii) the highest legal rate permitted by applicable Legal Requirements. The Indemnifying Party shall pay the amount of established Losses (including interest calculated pursuant to this Section 10.4) to the Indemnified Party in cash within five Business Days after establishment thereof.

Section 10.5 Limitations on Indemnification Obligations.

(a) In the absence of fraud or knowing misrepresentation of a material fact, no Indemnifying Party shall have any obligation to indemnify any Indemnified Party or any other person claiming through any such Indemnified Party against any Losses pursuant to Section 10.2(a) or Section 10.2(b), as applicable, of this Agreement arising out of or based upon any inaccuracy in or breach of any representation or warranty made in or pursuant to this Agreement, to the extent that payments thereof by or on behalf of such Indemnifying Party to the Indemnified Party or persons claiming through such Indemnified Party or reasonably paid to third parties for the benefit of such Indemnified Party or persons claiming through such Indemnified Party pursuant to this terms of this Agreement exceed, in the aggregate, the Purchase Price; *provided, however*, that the above limitation shall not be applicable to any claim for Losses pursuant to Sections 10.2(a)(ii), (iii) or (iv), or 10.2(b)(ii), (iii) or (iv).

(b) Certain Damages.

(i) In no event shall any Indemnifying Party be liable to any Indemnified Party for any punitive or exemplary damages, other than with respect to amounts paid or payable to third parties.

(ii) No Indemnifying Party shall be liable pursuant to Section 10.2(a)(i) or Section 10.2(b)(i), as applicable, of this Agreement arising out of or based upon any inaccuracy in or breach of any representation or warranty made in or pursuant to this Agreement, to any Indemnified Party for any incidental, special or consequential (including lost profits) damages, even if a party is advised of the possibility of such damages or if such possibility was reasonably foreseeable; *provided, however*, that the above limitation shall not be applicable: (A) with respect to amounts paid or payable to third parties or (B) to any claim for Losses pursuant to Sections 10.2(a)(ii), (iii) or (iv), or 10.2(b)(ii), (iii) or (iv).

(iii) No ZGS Party shall be liable pursuant to Section 10.2(a)(ii) of this Agreement arising out of or based upon any breach of covenant or agreement made or to be performed by the ZGS Parties pursuant to Article II, Article V or Article VI for any incidental, special or consequential (including lost profits) damages, even if a party is advised of the possibility of such damages or if such possibility was reasonably foreseeable; *provided, however*, that the above limitation shall not be applicable: (A) with respect to amounts paid or payable to third parties, (B) with respect to any breach of covenant or agreement arising from gross negligence or willful misconduct, or (C) to any claim for Losses pursuant to Sections 10.2(a)(iii) or (iv) or 10.2(b).

(c) In no event shall Seller be liable to Buyer for any Losses to the extent that such Losses are proximately caused by an act or omission of Buyer with respect to the Station that is taken pursuant to Buyer's right to take such action pursuant to the LMA or TSA during the period beginning on the date hereof and ending on the Closing (or termination of the LMA if no Closing occurs).

Section 10.6 Exclusive Remedy. In the absence of fraud or knowing misrepresentation or breach of warranty, and except (i) with respect to the availability of specific performance or other equitable remedies for breach or non-compliance, and (ii) for the enforcement of rights under the documents and instruments executed and delivered by the parties at the Closing, following the Closing, the indemnification provided by this Article 10 shall be the sole remedy of the parties hereto with respect to the transactions contemplated by this Agreement.

ARTICLE 11 TERMINATION

Section 11.1 Grounds for Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written agreement of Seller and Buyer;
- (b) by either Seller or Buyer if the Closing shall not have been consummated as of the Outside Date, provided that such failure to close by such date shall not have been the result of a material breach of any representation, warranty, covenant or other agreement

contained herein by the party seeking termination;

(c) by Seller in the event that Buyer shall be in material breach or default under this Agreement and shall have failed to cure such breach or default within 30 days after receiving written notice from Seller, provided that no ZGS Party is then in material breach of any representation, warranty, covenant or other agreement contained herein (provided that the obligation of the Buyer to pay the Purchase Price at Closing shall not be capable of cure);

(d) by Buyer in the event that any ZGS Party shall be in material breach or default under this Agreement and shall have failed to cure such breach or default within 30 days after Seller receiving written notice from Buyer, provided that Buyer is not then in material breach of any representation, warranty, covenant or other agreement contained herein;

(e) by Buyer if (i) the FCC Consent has not become a Final Order twelve (12) months after the filing of the FCC Application, or (ii) the FCC designates the FCC Application for an evidentiary hearing; or

(f) by either Seller or Buyer if there shall be any Legal Requirement that makes the consummation of the transactions contemplated hereby illegal or otherwise prohibited or if consummation of the transactions contemplated hereby would violate any nonappealable, final Judgment of any Governmental Authority.

The party desiring to terminate this Agreement pursuant to subsections (b), (c), (d), (e), or (f) shall give written notice of such termination to the other parties.

Section 11.2 Effect of Termination. If this Agreement is terminated as permitted by Section 11.1, such termination shall be without liability of any party (or any shareholder, partner, member, director, officer, manager, employee, agent, consultant or representative of such party) to the other parties to this Agreement and each party shall bear its own costs and expenses incurred in connection with the transactions contemplated hereby; *provided, however,* that, notwithstanding the foregoing, the non-terminating party (and its Affiliates that are parties hereto, if any) shall be fully liable for any and all Losses incurred or suffered by the terminating party, (subject to the provisions hereof, including any applicable limitations of liability set forth in Section 10.5 hereof), if such termination is pursuant to (i) Section 11.1(b) and the failure to close by such date is the result of a material breach by the non-terminating party, (ii) Section 11.1(c) or Section 11.1(d). The provisions of Section 6.4(Confidentiality) and Section 12.3 (Expenses) shall survive any termination hereof pursuant to Section 11.1.

ARTICLE 12 MISCELLANEOUS

Section 12.1 Notices. All notices, requests or other communications required or which may be given hereunder shall be in writing and either delivered personally to the addressee, sent via facsimile transmission to the addressee, mailed to the addressee by certified or registered mail or express mail, postage prepaid, or sent to the addressee by a nationally recognized overnight delivery service, service charges prepaid, in each case as follows:

if to Buyer, to:

WBTS Television LLC
160Wells Avenue
Newton, MA 02459
Attention: Michael St. Peter
Facsimile: (617) 630-5057
Telephone: (617) 630-5011

with a copy to:

c/o Comcast Corporation
One Comcast Center
1701 John F. Kennedy
Blvd. Philadelphia, PA
19103-2838
Attn: General Counsel
Facsimile: (215) 286-7794
Telephone: (215) 286-1700

if to any ZGS Party, to:

ZGS Communications, Inc.
2000 N. 14th Street
Suite 400
Arlington, VA 22201
Attention: Ronald Gordon
Facsimile: 703-526-0879
Telephone: 703-528-5656 ext 117

with a copy to:

ZGS Communications, Inc.
9025 SW 68th Ave.
Pinecrest, FL 33156
Attention: Peter Housman
Facsimile: 801-665-9260
Telephone: 305-665-9260

All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or other communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

Section 12.2 Amendments and Waivers; Severability.

(a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by any 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.

(c) If any provision of this Agreement is hereafter construed to be invalid or unenforceable (including in any particular jurisdiction), the same shall not affect the remainder of the provisions or the enforceability thereof in any other jurisdiction, which shall be given full effect, without regard to the invalid portions or unenforceable provisions.

Section 12.3 Expenses. Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

Section 12.4 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party hereto except that Buyer may, without the consent of Seller, transfer or assign to one or more Affiliates, in whole or from time to time in part, the right to purchase all or a portion of the Assets, provided that no such assignment shall be permitted if it will materially delay processing of the FCC Application.

Section 12.5 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of New York (and United States law, to the extent applicable), without regard to the conflicts of law rules of such state.

Section 12.6 Jurisdiction. Except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby may be brought in the United States District Court for the Eastern District of Pennsylvania or any other Pennsylvania state court sitting in Philadelphia County, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party in the manner provided in Section 12.1 shall be deemed effective service of process on such party.

Section 12.7 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 12.8 Specific Performance; Remedies Cumulative.

(a) The ZGS Parties recognize that the Station is a unique asset that cannot be readily obtained in the open market and that Buyer will be irreparably injured if this Agreement is not specifically enforced. Therefore, Buyer shall be entitled in such event, in addition to bringing suit at law or equity for money or other damages, to obtain specific performance of the terms of this Agreement and to such other equitable relief as Buyer deems appropriate. In any action to enforce the provisions of this Agreement, the ZGS Parties shall waive the defense that there is an adequate remedy at law or equity and hereby agree that Buyer shall have the right to obtain specific performance of the terms of this Agreement.

(b) The remedies provided in this Agreement shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other party hereto.

Section 12.9 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto, which counterpart may be delivered via facsimile, PDF or other electronic means.

Section 12.10 Entire Agreement; Third Party Beneficiaries. This Agreement (including the Schedules and Exhibits attached hereto, and the LMA and TSA) constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement. No provision of this Agreement is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

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

BUYER:

WBTS TELEVISION LLC

By: 
Name:
Title:

STATION VENTURE OPERATIONS, LP

By: 
Name:
Title:

SELLER:

ZGS BOSTON, INC.

By: _____
Name:
Title:

PARENT:

ZGS COMMUNICATIONS, INC.

By: _____
Name:
Title:

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

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

BUYER:

WBTS TELEVISION LLC

By: _____

Name:

Title:

STATION VENTURE OPERATIONS, LP

By: _____

Name:

Title:

SELLER:

ZGS BOSTON, INC.

By: Peter J Hous _____

Name: Peter J Housman Jr

Title: President - Business & Corporate Affairs

PARENT:

ZGS COMMUNICATIONS, INC.

By: Peter J Hous _____

Name: Peter J Housman Jr

Title: President - Business & Corporate Affairs

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

ASSIGNMENT OF FCC LICENSES

THIS ASSIGNMENT OF FCC LICENSES (“Assignment”) is made this _____, by and between ZGS BOSTON, INC., a Delaware corporation (“Assignor”), and STATION VENTURE OPERATIONS, LP, a Delaware limited partnership (“Assignee”).

WHEREAS, Assignor is the licensee pursuant to authorizations issued by the Federal Communications Commission (“FCC”) of WTMU-LP, a low power television station licensed to Boston, MA (the “Station”);

WHEREAS, Assignor, ZGS Communications, Inc., Assignee and WBTS Television, LLC are parties to that certain Asset Purchase Agreement, dated as of August __, 2016 (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee the FCC licenses held by the Assignor for the operation of the Station, all in accordance with, and subject to, the terms and conditions set forth in the Purchase Agreement;

WHEREAS, the FCC has consented to the assignment of such licenses and other authorizations from the Assignor to the Assignee; and

WHEREAS, capitalized terms used, but not defined, herein shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby contributes, assigns, transfers, conveys and delivers to the Assignee, and the Assignee hereby acquires and accepts from the Assignor, all of the Assignor’s right, title and interest in, to and under all licenses, permits and other authorizations issued by the FCC and held by the Assignor and used in the operation of the Station, including, without limitation, those set forth on Exhibit A attached hereto, together with any renewals, extensions or modifications thereof and additions thereto.

1. This Assignment is given to further evidence the transfers and assignments contemplated by the Purchase Agreement, and, notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, reduce, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of the parties to the Purchase Agreement, including, without limitation, any limits on indemnification specified therein. All representations, warranties and covenants set forth in the Purchase Agreement shall survive the delivery of this Assignment to the extent set forth in the Purchase Agreement. This Assignment is subject to, and controlled by, the terms of the Purchase Agreement.

2. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to its choice of law rules.

3. This Assignment may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than the number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

4. Notwithstanding anything to the contrary herein above or in the Purchase Agreement, specifically excluded from this Assignment are the Excluded Assets.

[The remainder of this page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed, as of the date first written above.

ASSIGNOR

ZGS BOSTON, INC.

By: _____

Name:

Title:

ASSIGNEE

STATION VENTURE OPERATIONS, LP

By: _____, its general partner

By: _____

Name:

Title:

Exhibit A

Licenses, Permits and Other Authorizations Issued by the FCC

FCC Low Power Television Broadcast Station License for analog RF Channel 32 (File No. BLTTL-19950414IE).

FCC Digital Low Power Television Broadcast Station Construction Permit for digital RF Channel 46 (File No. BDISDTL-20090824ABL).

FCC Renewal Authorization (File No. BRTTL-20141120AIF; Expires April 1, 2023).

FCC Special Temporary Authority for analog RF Channel 46 (File No. BSTA-20120309ACU, as most recently extended by 0000008234; Expires September 14, 2016).

FCC Broadcast Auxiliary License for Studio Transmitter Link WPNV477.

Bill of Sale

KNOW ALL MEN BY THESE PRESENTS, that ZGS BOSTON, INC., a Delaware corporation ("Seller"), for good and valuable consideration paid by WBTS Television, LLC a Delaware limited liability company, or its nominee ("Buyer"), pursuant to an Asset Purchase Agreement dated August __, 2016 (the "Purchase Agreement"), as of 11:59 p.m. on the date hereof, hereby sells, conveys, transfers and assigns to Buyer and its successors and assigns all of Seller's right, title and interests in, to and under all of the Assets (as defined in the Purchase Agreement) other than the FCC Authorizations (as defined in the Purchase Agreement).

TO HAVE AND TO HOLD, the entire right, title and interest in and to the Assets hereby sold, conveyed, transferred and assigned to Buyer and its successors and assigns for its and their own use, benefit and behalf forever.

The representations and warranties made by Seller in the Purchase Agreement are hereby incorporated by reference in this Bill of Sale; Seller acknowledges Buyer's reasonable reliance upon such representations and warranties; and nothing contained herein shall be deemed to supersede, amend or modify the representations and warranties in the Purchase Agreement.

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale on the __ day of _____.

ZGS BOSTON, INC.

By: _____
Name:
Title:

ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT (this "Assignment"), is entered into as of this [] day of [], 20[] (the "Effective Date"), by and between ZGS Communications, Inc., a Delaware corporation, with offices located at 2000 North 14th Street, Suite 400, Arlington, VA 22201 ("Assignor") and WBTS Television LLC, a Delaware limited liability company, with offices located at [] ("Assignee").

WITNESSETH:

WHEREAS, Richland Towers Management Boston, LLC, a Delaware limited liability company, with a place of business at 10 Presidential Way, Woburn, MA 01801 ("Licensor") and Assignor entered into that certain License Agreement, dated as of August [], 2016 (the "License Agreement"), a complete and accurate copy of which is attached hereto as **Exhibit A**, with respect to certain licensed space (the "License Space") on a tower facility located at 350 Cedar Street, Needham Heights, MA, 02494 (the "Tower Facility");

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept, all of Assignor's right, title, interest under the License Agreement, and Assignee desires to acquire and to assume, pay, perform and discharge when due all of the obligations of Assignor under the License Agreement.

NOW, THEREFORE, for good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Subject to the terms below, as of the Effective Date hereof, Assignor hereby transfers, assigns, sets over and delivers unto Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in, to and under the License Agreement and the license created thereby. Assignee hereby assumes all of the obligations of Assignor under the License Agreement arising and accruing from and after the Effective Date. This Assignment shall commence and become effective as between the parties as of the Effective Date and shall continue in force for the balance of the Initial Term and, if applicable, any Renewal Terms of the License Agreement, unless sooner terminated in accordance with the provisions of the License Agreement.
2. Assignor represents and warrants that (a) the License Agreement has not been amended, modified or supplemented, (b) except as expressly modified hereby, to Assignor's knowledge, all of the terms and conditions of the License Agreement are valid, binding and enforceable in accordance with its terms, and (c) to Assignor's knowledge, as of the date hereof there are no defaults by Assignor under the License Agreement.
3. The terms and conditions of the Asset Purchase Agreement dated August __, 2016 by and among Assignee and Station Venture Operations LP, as Buyer, and Assignor and ZGS Boston, Inc. (the "Purchase Agreement") shall continue to control all matters between the parties thereto arising on or before the date of this Assignment with respect to the License Agreement and nothing contained herein shall be deemed to supersede, amend or modify the provisions of the Purchase Agreement.

4. No purported modification of this Assignment shall be valid unless the same is in writing and signed by Assignor and Assignee.
5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles.
6. This Assignment may be executed in any number of separate counterparts (including by facsimile or PDF), each of which shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same agreement.
7. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

[No further text on this page.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ZGS COMMUNICATIONS, INC.

By: _____

Name: _____

Title: _____

WBTS TELEVISION LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

LICENSE AGREEMENT

Schedule 2.1(a) – Licenses

FCC Low Power Television Broadcast Station License for analog RF Channel 32 (File No. BLTTL-19950414IE).

FCC Digital Low Power Television Broadcast Station Construction Permit for digital RF Channel 46 (File No. BDISDTL-20090824ABL).

FCC Renewal Authorization (File No. BRTTL-20141120AIF; Expires April 1, 2023).

FCC Special Temporary Authority for analog RF Channel 46 (File No. BSTA-20120309ACU, as most recently extended by 0000008234; Expires September 14, 2016).

FCC Broadcast Auxiliary License for Studio Transmitter Link WPNV477.

Schedule 3.1 – Existence and Power

ZGS Boston, Inc. is a Delaware corporation qualified to do business in the Commonwealth of Massachusetts.

ZGS Communications, Inc. is a Delaware corporation.

Schedule 3.4(a) – New Tower Lease

License Agreement by and between Richland Towers Management Boston, LLC as Licensor and ZGS Communications, Inc. as Licensee, dated August 31, 2016, for the tower and transmitter site located at 350 Cedar Street, Needham Heights, MA 02494-3151.

Schedule 7.2 – Tax Return Filing Jurisdictions

ZGS Boston, Inc. files a state tax return in Massachusetts.

ZGS Communications, Inc. files a federal tax return that includes ZGS Boston, Inc. on a consolidated basis.