
ASSET PURCHASE AGREEMENT

by and between

HC2 STATION GROUP, INC.,

as Buyer,

and

KRCA LICENSE LLC,

and

KRCA TELEVISION LLC

collectively, as Seller

Dated as of June 7, 2018

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “Agreement”) is entered into as of this 7th day of June, 2018 (the “Effective Date”) by and between **HC2 STATION GROUP, INC.**, a Delaware corporation (“Buyer”), and **KRCA LICENSE LLC**, a California limited liability company, and **KRCA TELEVISION LLC**, a California limited liability company (collectively, “Seller”) (each a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, Seller is the owner and operator of the broadcast Station listed below (the “Station”), pursuant to certain licenses issued by the Federal Communications Commission (the “FCC”):

Call Sign	Facility ID	Service	Community of License	Licensee	Channel	Status
KPNZ	77512	Full Service Television	Ogden, UT	KRCA License LLC	24	Licensed

WHEREAS, Seller owns or leases all other assets used in connection with the operation of the Station; and

WHEREAS, on the terms and conditions described herein, Seller desires to sell and Buyer desires to purchase certain of the assets owned or leased by Seller and used in connection with the operation of the Station;

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree to the following terms and conditions:

ARTICLE 1: SALE AND PURCHASE

1.1 **Purchased Assets**. Subject to the terms and conditions herein contained, Seller shall grant, convey, sell, assign, transfer and deliver to Buyer on the Closing Date (as defined below) the following assets, properties, interests and rights of Seller used or held for use in connection with the business and operations of the Station (collectively, the “Purchased Assets”), but excluding the Excluded Assets (as defined below). The Purchased Assets shall constitute the following:

(a) **Licenses and FCC Authorizations**. All licenses, authorizations, permits, granted construction permits, and all pending assignable applications for FCC licenses, permits, and authorizations applied or issued with respect to the Station to Seller by the FCC (the “FCC Authorizations”), by the Federal Aviation Administration (“FAA”) and by any other federal, state or local governmental authorities in connection with the conduct of the business and operation of the Station, including those listed on Schedule 1.1(a) attached hereto.

(b) **Tangible Personal Property.** Seller's machinery and equipment, towers, transmitters, antennas, vehicles, furniture, fixtures, computers, software, inventory, cables, spare parts and other tangible personal property (including associated assignable manufacturers and vendor warranties) primarily used or held for use in connection with the conduct of the business and operation of the Station, including the tangible property listed and described on Schedule 1.1(b) attached hereto, and any additions and improvements thereto between the Effective Date and the Closing Date, except for any retirements or dispositions thereof made between the Effective Date hereof in the ordinary course of business (collectively, the "Tangible Personal Property").

(c) **Real Property Leases.** All right, title and interest of Seller in the real estate leases for the Station's transmission facilities as listed and described on Schedule 1.1(c), including all tower leases or licenses (but excluding any studio or office leases), and all of Seller's rights thereto (the "Real Property Leases").

(d) **Contracts.** The contracts, agreements and leases listed on Schedule 1.1(d) and all other contracts, agreements and leases approved by Buyer which are entered into between the date hereof and the Closing Date (collectively, the "Assumed Contracts").

(e) **Call Letters.** All of Seller's rights to the Station's call letters and all goodwill associated with the foregoing.

(f) **Files and Records.** The Station's public inspection file, filings with the FCC relating to the Station, records required for FCC compliance purposes, including EAS testing records and children's programming records, and such other technical information, engineering data, books and records that relate to the Station and the Purchased Assets being conveyed hereunder.

(g) **Claims.** Any and all claims and rights against third parties if and to the extent relating to Purchased Assets and arising after Closing, including all rights under assignable manufacturers' and vendors' warranties.

(h) **Prepaid Items.** All deposits, reserves and prepaid expenses relating to the Purchased Assets and prepaid taxes relating to the Purchased Assets, pro-rated as of Closing.

1.2 **Excluded Assets.** The following shall be excluded from the Purchased Assets and retained by Seller (collectively, the "Excluded Assets"):

(a) **Cash.** All cash, cash equivalents or similar investments such as certificates of deposit, treasury bills and other marketable securities on hand and/or in banks and deposits of Seller.

(b) **Accounts Receivable.** All accounts receivable of Seller arising from the operation of the Station prior to the Closing which are outstanding and uncollected as of the Closing (the "Accounts Receivable").

(c) **Insurance.** Any insurance policies, intercompany accounts, promissory notes, amounts due from employees, bonds, letters of credit, or other similar items, any cash surrender value in regard thereto of Seller, and any proceeds from insurance claims made by Seller relating to property or equipment included in the Purchased Assets that has been repaired, replaced or restored by Seller prior to the Closing Date.

(d) **Benefit Plans.** Any pension, profit-sharing or cash or deferred (Section 401(k)) plans and trusts and assets thereof, or any other employee benefit plan or arrangement, and the assets thereof.

(e) **Tax Refunds.** Any interest in and to any refunds of federal, state or local franchise, income or other taxes of Seller for taxes arising during or attributable to the period prior to the Closing.

(f) **Books and Records.** Except as provided in Section 1.1(f), all the financial records, account books and general ledgers, and all corporate records (including organizational documents) of Seller, including tax returns, transfer books, all records not related to the Purchased Assets; Seller's corporate name; and all programming information and studies, advertising studies, marketing and demographic data, sales and purchase correspondence, sales and promotional literature, lists of advertisers, lists of present and former suppliers, and lists of present and former customers, and credit and sales reports.

(g) **Employees.** The employees of the Station or of Seller.

(h) **Contracts.** Any contracts, leases or agreements that are not Assumed Contracts.

(i) **Claims.** Any and all claims and rights against third parties to the extent relating to Purchased Assets and arising during or attributable to the period prior to Closing.

(j) **Intellectual Property.** Except as provided in Section 1.1(e), all trademarks, trade names, service marks, patents, patent applications, internet domain names and associated websites, copyrights, programs and programming material (including program rights), jingles, slogans, logos, and other intellectual property.

(k) **Other Stations.** All assets primarily used or held for use in the operation of any other radio or television station owned or operated by Seller or an affiliate of Seller.

(l) **Studio.** The Station's studio and office leases.

(m) **Other.** The items listed on Schedule 1.2.

1.3 **Liabilities.** The Purchased Assets shall be transferred by Seller to Buyer at Closing free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements, equipment leases, and other liens, liabilities and encumbrances of every kind and nature ("Liens"), other than for (x) Assumed Liabilities (defined below), (y) taxes not yet due and payable and (z) Liens that will be discharged at or prior to Closing ("Permitted Liens"). At

Closing, Buyer shall assume and undertake to pay, discharge and perform all obligations and liabilities arising and relating to the period from and after the Closing under the Real Property Leases, Assumed Contracts and other Purchased Assets and any other liabilities of Seller for which Buyer receives a credit under Section 1.5 (collectively, the “Assumed Liabilities”). Buyer shall not assume any other obligations or liabilities including (a) any obligations or liabilities under the Real Property Leases, Assumed Contracts or other Purchased Assets relating to the period prior to the Closing, (b) any obligations or liabilities of Seller which are unrelated to the Purchased Assets being sold hereunder, (c) any obligations or liabilities relating to employees of Seller or any affiliate of Seller (including any pension obligations or pension withdrawal liabilities), (d) any obligations or liabilities relating to the Excluded Assets, (e) any federal, state or local franchise or income of Seller or any affiliates of Seller, (f) any amounts (other than regulatory fees) due and owing to the FCC prior to the Closing, or (g) any other obligations or liabilities of Seller or any affiliates of Seller (collectively, the “Retained Liabilities”).

1.4 **Purchase Price.**

(a) **Purchase Price.** The purchase price to be paid for the Purchased Assets will be Three Million Three Hundred Twenty-Five Thousand Dollars (\$3,325,000) (the “Purchase Price”), subject to the adjustments described below. Buyer shall pay the Purchase Price to Seller by wire transfer of immediately available funds, at Closing.

(b) **Escrow Deposit.** Within five (5) business days after execution and delivery of this Agreement, Buyer (or an affiliate of Buyer) will deposit One Hundred Sixty-Six Thousand Two Hundred and Fifty Dollars (\$166,250) (the “Escrow Deposit”) with the Escrow Agent to be held in escrow. The Escrow Deposit shall be held and disbursed by Signature Bank as the escrow agent (the “Escrow Agent”) pursuant to the terms of a mutually agreeable escrow agreement (the “Escrow Agreement”). Any fees charged by the Escrow Agent shall be paid one-half by Seller and one-half by Buyer. At Closing, the Parties shall direct the Escrow Agent to disburse the Escrow Deposit to Seller as a credit against the Purchase Price, and to disburse any interest accrued thereon to Buyer. If this Agreement is terminated by Seller pursuant to Section 11.1(b), the Parties shall promptly direct the Escrow Agent to disburse the Escrow Deposit (plus any interest accrued thereon) to Seller as the sole and exclusive recourse of Seller for any termination of this Agreement due to breach of this Agreement by Buyer. If this Agreement is otherwise terminated pursuant to its terms, the Parties shall promptly direct the Escrow Agent to disburse the Escrow Deposit (plus any interest accrued thereon) to Buyer. The Parties shall each instruct the Escrow Agent to disburse the Escrow Deposit and all interest thereon to the Party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement. Any failure by Buyer to make the Escrow Deposit within five (5) business days after the date hereof constitutes a material default as to which the Cure Period under Sections 11.1 and 11.2 does not apply, entitling Seller to immediately terminate this Agreement.

1.5 **Prorations.** The Parties agree to prorate (in accordance with generally accepted accounting principles) all income and expenses relating to the Purchased Assets and arising out of the ordinary course of the operation of the Station which are incurred, accrued, or payable, as of 11:59 p.m. local time of the day preceding the Closing. The items to be prorated shall include, but not be limited to, power and utilities charges, FCC regulatory fees (based on the most recent

information available from the FCC about the cost of such regulatory fees for the Station), real and personal property taxes upon the basis of the most recent tax bills and information available, security deposits, and similar prepaid and deferred items. The prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within forty-five (45) days after the Closing Date.

1.6 **Allocation of Purchase Price.** After the Closing, Buyer and Seller shall negotiate in good faith an allocation of the Purchase Price to the assets acquired hereunder in a manner which complies with Section 1060 of the Internal Revenue Code of 1986, as amended.

ARTICLE 2: FCC CONSENT; CLOSING

2.1 **FCC Consent; Assignment Application.** Buyer and Seller shall prepare, execute, file, and vigorously prosecute an application to the FCC (the “Assignment Application”) requesting the FCC’s consent (the “FCC Consent”) to the assignment from Seller to Buyer of all FCC Authorizations pertaining to the Station. The Assignment Application shall be filed not later than ten (10) business days after the date of the execution of this Agreement. Buyer and Seller shall take all reasonable steps to cooperate with each other and with the FCC in order to secure such FCC Consent without delay and to promptly consummate the transaction contemplated in this Agreement. Buyer and Seller shall each be responsible for one-half of the FCC filing fees due in connection with the Assignment Application. Each party shall be responsible for all of its other costs with respect to the preparation, filing and prosecution of the Assignment Application. Buyer and Seller shall promptly notify each other of, and provide copies of, all documents filed with or received from the FCC or any other governmental agency with respect to this Agreement, the Assignment Application or the transaction contemplated hereby. If Buyer or Seller becomes aware of any fact which would prevent or delay the FCC Consent, it shall promptly notify the other Party. For purposes of this Agreement, the date of the FCC Consent shall be the date of an FCC order, consent to assignment or transfer (FCC Form 732) or other document granting the Assignment Application to permit Buyer to hold the FCC Authorizations. If no date is included on the face of the FCC order, FCC Form 732 or other document granting the Assignment Application, then the FCC Consent date shall be the date the FCC publicly releases an authorization granting Buyer authority to hold the FCC Authorizations.

2.2 **Closing Date; Closing Place.** The closing (the “Closing”) of the transaction contemplated in this Agreement shall occur on a date (the “Closing Date”) that is no more than ten (10) business days following the later to occur of the date on which: (a) the FCC Consent shall have become a Final Order (as defined below) unless such requirement shall have been waived by Buyer in its sole discretion, and (b) all the other conditions to the Closing set forth in Articles 7 and 8 hereof shall have either been waived or satisfied. Seller and Buyer agree to cooperate to the extent necessary to obtain the FCC's extension of the effectiveness of the FCC Consent as may be required. For purposes of this Agreement, the term “Final Order” means an action by the FCC consenting to the Assignment Application, and such consent shall not have been reversed, stayed, enjoined, set aside, annulled, or suspended, and with respect to which action no timely request for stay, petition for rehearing, petition for reconsideration, application for review, or notice of appeal is pending, and as to which the times for filing any such request, petition, application, notice, or appeal, or for reconsideration or review by the FCC on its own

motion, shall have expired. The Closing shall be held by exchange of documents via email, or as Seller and Buyer may agree.

2.3 **Assignment of Real Property Leases and Assumed Contracts at Closing.** The Parties shall use commercially reasonable efforts to obtain (i) any third party consents necessary for the assignment of any Assumed Contract (which shall not require any payment to any such third party, other than administrative or similar fees charged by such third party in connection with such assignment, which fees shall be split evenly between Buyer and Seller) and (ii) execution of reasonable estoppel certificates by lessors under the Real Property Leases, but no such consents or estoppel certificates are conditions to Closing except for the Required Consents so identified on Schedule 3.9. In the event any Real Property Lease or Assumed Contract may not be assigned without the consent of any third party, and such consent has not been obtained as of the Closing, then such Real Property Lease or Assumed Contract will not be deemed assigned to Buyer until such third party consent is obtained. If consent is subsequently obtained or deemed obtained (by virtue of the passage of time) after Closing, such Real Property Lease or Assumed Contract shall be deemed assigned by Seller and assumed by Buyer pursuant to this Agreement as of the date of such consent without further action or writing by the Parties. Prior to obtaining any required consent, to the extent permitted by law, Seller agrees to equitably assign its rights in the Real Property Lease or Assumed Contract to Buyer until such consent is obtained. In doing so, Buyer shall receive all benefits of such Real Property Lease or Assumed Contract and be obligated to pay any monies owed thereunder, and perform and comply with the terms of such Real Property Lease or Assumed Contract on Seller's behalf. Seller, and Buyer as applicable, shall use commercially reasonable efforts to obtain all consents required to assign the Real Property Leases and Assumed Contracts to Buyer until each such consent is obtained. If any such consent is not obtained prior to the Closing Date, Seller and Buyer as applicable, shall use commercially reasonable efforts to obtain such consent as soon as possible after the Closing Date.

2.4 **Receivables.** Buyer shall not collect any Accounts Receivable, and Buyer shall promptly pay over to Seller any Accounts Receivable it receives, without offset.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer:

3.1 **Organization and Authorization.** Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California and is qualified to do business in the State of Utah. Seller has the power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby on Seller's part, have been duly and validly authorized by Seller, and no other actions on the part of Seller are necessary to authorize the execution and delivery of, or the performance of Seller's obligations under, this Agreement, or to consummate the transaction contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller. This Agreement constitutes the legal, valid, and binding obligation of Seller enforceable in accordance with its

terms, except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

3.2 **No Defaults.** The execution, delivery, and performance of this Agreement by Seller will not (i) constitute a violation of, or conflict with, any organizational documents of Seller, (ii) result in a default (or give rise to any right of termination, cancellation, or acceleration) under, or conflict with, any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, agreement, lease, or other instrument or obligation relating to the business of the Station and to which Seller or any of the Purchased Assets may be subject, (iii) violate any statute, regulation, order, injunction, or decree of any federal, state, or local governmental authority or agency which is applicable to Seller or any of the Purchased Assets, (iv) result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the Purchased Assets, other than Permitted Liens, or (v) require the consent or approval of any governmental authority, lending institution, or other third party other than the FCC Consent, except as otherwise noted in Schedule 3.9 hereto.

3.3 **Tangible Personal Property.** Schedule 1.1(b) hereto lists the material items of Tangible Personal Property owned by Seller that will be conveyed to Buyer at Closing. Seller owns and has, and will have on the Closing Date, good and marketable title to the Tangible Personal Property. Each material item of Tangible Personal Property (a) is in operating condition, (b) has been maintained in a manner substantially consistent with generally accepted standards of good engineering practice, and (c) to Seller's knowledge, is capable of being operated in material compliance with the FCC Authorizations and rules and regulations of the FCC.

3.4 **Real Property.** Seller holds no fee simple ownership interests in real property used in the operation of the Station. Seller holds valid leasehold (or license) interests for the transmitter site for the Station. Schedule 1.1(c) sets forth a true and complete list of the Real Property Leases, and sets forth, for each Real Property Lease, the address or location of the premises leased under the Real Property Lease. Seller has provided Buyer with a true and complete copy of each Real Property Lease. Except for any studio or office leases, the Real Property Leases set forth on Schedule 1.1(c) are Seller's sole interest in real estate used in connection with the operation of the Station in the manner in which it is being operated. To the knowledge of Seller, there is no pending condemnation or similar proceeding affecting the real property which is subject to a Real Property Lease. Subject to obtaining applicable lessor consents, Seller has the full legal power and authority to assign its rights under the Real Property Leases to Buyer. Seller has received no written notification stating that the present use of the premises leased in the Real Property Leases (the "Leased Premises") is in compliance with all applicable zoning codes or other laws. To the knowledge of Seller, all permanent certificates of occupancy and other consents and approvals required to be obtained for use of the Leased Premises by Seller from any governmental authority, association or board with jurisdiction over the Leased Premises have been issued and are in full force and effect.

3.5 **FCC Authorizations.** Schedule 1.1(a) includes a true and complete list as of the date hereof of the FCC Authorizations, including both active and pending licenses, construction permits, and other applications for authorizations in connection with the operation of the Station. Except as listed on Schedule 1.1(a), the FCC Authorizations are in full force and effect,

unimpaired by any act or omission of Seller. Seller lawfully holds each of the FCC Authorizations, none of which is subject to any restrictions or conditions that would limit in any material respect the operations of the Station, other than (i) as may be set forth on the faces of such FCC Authorizations or (ii) as may be applicable to substantial segments of the full power television broadcasting industry. Seller is operating the Station in all material respects in compliance with the FCC Authorizations, the Communications Act of 1934, as amended, and all regulations and published policies of the FCC (the “Communications Laws”). The Station has no outstanding complaints or notices that it is causing objectionable interference to any other station and has not waived any interference rights. There is not now pending, or to Seller’s knowledge threatened, any action by or before the FCC to revoke, cancel, rescind, materially adversely modify, or refuse to renew any of such FCC Authorizations, other than proceedings to amend FCC rules of general applicability. Seller has not received any notice of, and has no knowledge of, any pending, issued, or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against the Station or the Seller with respect to the Station. There are no pending proceedings before the FCC regarding the full power status of the Station, and there has been no notice of inquiry or order to show cause issued by the FCC regarding the full power status of the Station. All material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Station have been filed, and all such reports and filings are accurate and complete in all material respects. Seller maintains a public inspection file for the Station and such file complies with the Communications Laws in all material respects. To Seller’s knowledge, the operations of the Station does not exceed permissible levels of exposure to non-ionizing electromagnetic radiofrequency (“RF”) radiation specified in the FCC’s rules and regulations concerning RF radiation.

3.6 **Title.** Except as set forth on Schedule 3.6, based on a customary lien search performed by CT Lien Solutions, no Liens have been filed or recorded against the Purchased Assets in the public records of the Secretary of State of Seller’s state of organization or in any other jurisdiction in which the Purchased Assets are located. In the event there is any Lien on the Purchased Assets that is not a Permitted Lien, such Lien will be fully discharged on or prior to the Closing Date. The instruments to be executed by Seller and delivered to Buyer at the Closing, conveying the Purchased Assets to Buyer, will transfer good and marketable title to the Purchased Assets, free and clear of all Liens other than Permitted Liens.

3.7 **Brokers.** Except for Patrick Communications, whose fee shall be paid by Seller, there is no broker or finder or other person who would have any valid claim for a commission or a brokerage fee in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding, or action on the part of Seller.

3.8 **Litigation; Compliance with Law.** Seller is not subject to any order, writ, injunction, judgment, arbitration, decision, or decree having a binding effect and affecting the business of the Station or the Purchased Assets or which restrains or enjoins, or purports to restrain or enjoin, or could reasonably be expected to restrain or enjoin, the transaction contemplated hereby, and to the knowledge of Seller, no such proceeding is pending. There is no material litigation or administrative investigation or proceeding pending by or against, or, to the knowledge of Seller, threatened against, Seller which relates to the Station or which would be

reasonably likely to materially and adversely affect any of the Purchased Assets, except those affecting the industry generally. Seller, with respect to the Station, has complied in all material respects with all applicable laws, regulations, orders, or decrees. The present uses by Seller of the Purchased Assets do not violate any such laws, regulations, orders, or decrees in any material respect, and Seller has no knowledge of any basis for any claim for compensation or damage or other relief from any violation of the foregoing.

3.9 **Approvals and Consents.** Except as described in Schedule 3.9 hereto, the execution, delivery and performance by Seller of this Agreement and the consummation of the transaction contemplated hereby will not require any consent, permit, license or approval of any person, entity or government or regulatory authority other than the FCC Consent. Any consents required for the assignment of the rights and obligations under the Real Property Leases or the Assumed Contracts are set forth on Schedule 3.9.

3.10 **Insurance.** All of the material Purchased Assets that are insurable are insured against loss, injury, or damage consistent with Seller's past practices.

3.11 **Environmental Matters.** (i) Seller has not, in connection with the business or assets of the Station, generated, used, transported, treated, stored, released or disposed of, or to its knowledge, has not suffered or knowingly permitted anyone else to generate, use transport, treat, store, release or dispose of any Hazardous Substance (as defined below) in violation of any applicable environmental law; (ii) there has not been any generation, use, transportation, treatment, storage, release or disposal of any Hazardous Substance in connection with the conduct of business of the Station by Seller which has created or might reasonably be expected to create any material liability under any applicable environmental law or which would require reporting to or notification of any governmental entity; (iii) Seller has received no written notification stating that any asbestos or polychlorinated biphenyl or underground storage tank is contained in or located at any Leased Premises; and (iv) any Hazardous Substance handled or dealt with in any way by Seller in connection with business of the Station has been and is being handled or dealt with by Seller in all material respects in compliance with all applicable environmental laws. To the knowledge of Seller, Seller (with respect to the Station) and the Station is in compliance in all material respects with all environmental, health and safety laws applicable to the leased real property included in the Purchased Assets. There is no action, suit or proceeding pending or, to the knowledge of Seller, threatened against Seller (with respect to the Station) or the Station that asserts that Seller (with respect to the Station) or the Station has violated any environmental, health or safety laws applicable to such real property. "**Hazardous Substance**" means substances that are defined or listed in, or otherwise classified pursuant to, any applicable laws as "hazardous substances", "hazardous materials", "hazardous wastes" or "toxic substances", or any other formulation of any applicable environmental law intended to define, list or classify substances by reason of deleterious properties such as ignitibility, corrosivity, reactivity, radioactivity, carcinogenicity, reproductive toxicity and petroleum and drilling fluids, produced waters and other wastes associated with the exploration, development, or production of crude oil, natural gas or geothermal energy.

3.12 **Taxes.** Seller has, in respect of the Station's business filed all federal, state, and local income, franchise, sales, use, property, excise, payroll, and other tax returns and forms

required to be filed under applicable law, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies, and losses required to be paid with respect to the Station that have become due and payable. No event has occurred which would be reasonably likely to impose upon Buyer any liability for any taxes, penalties, or interest due or to become due from Seller from any taxing authority.

3.13 **Performance of Real Property Leases and Assumed Contracts.** Schedules 1.1(c) and 1.1(d) include all Real Property Leases and Assumed Contracts as of the date hereof. Seller has performed all of its obligations pursuant to each of the Real Property Leases and the Assumed Contracts in all material respects and is not in material default or breach of any such agreements. Seller has not received written notice from any party to any Real Property Lease or Assumed Contract that such party contends that it is in material default or breach under any Real Property Leases or Assumed Contract. Each of the Real Property Leases and Assumed Contracts is in full force and effect, and, to the knowledge of Seller, there is not any material default or breach under any Real Property Lease or Assumed Contract by the other party to any Real Property Lease or Assumed Contract. Except as set forth in Schedules 1.1(c) and 1.1(d) attached hereto, there have been no modifications, extensions or amendments of any of the Real Property Leases or Assumed Contracts, except as may be contemplated by this Agreement. Seller has not been notified by any other party to any Real Property Lease or Assumed Contract that such party has a present intent to terminate or not to renew any Real Property Lease or Assumed Contract. None of the Real Property Leases and Assumed Contracts included in the Purchased Assets has as the other party an entity controlled by Seller.

3.14 **Sufficiency of Assets.** The Purchased Assets constitute all material assets regularly used or held for use by Seller to operate the Station as currently operated, except for the Excluded Assets.

3.15 **Absence of Insolvency.** No insolvency proceedings of any character including bankruptcy, receivership, reorganization, composition or arrangements with creditors, voluntary or involuntary, affecting the Seller or any of the Purchased Assets, are pending or, to the best knowledge of Seller, threatened, and Seller has not made any assignment for the benefit of creditors, or taken any action with a view to, or which would constitute the basis for the institution of, any such insolvency proceedings.

3.16 **MVPD Matters.**

(a) Schedule 3.16 sets forth all multichannel video programming distributors (“MVPDs”) carrying the signal of the Station (and indicates (i) the Station’s channel number and format (SD or HD) on each such MVPD system, (ii) whether the MVPD carries the Station’s signal pursuant to a must-carry election, retransmission agreement, or other arrangement, and (iii) all contracts with such MVPD including the term thereof).

(b) Except as set forth on Schedule 3.16, (i) Seller has entered into retransmission or other carriage agreements with each MVPD with subscribers in the Station’s Designated Market Area (“DMA”); (ii) Seller has validly and timely made carriage elections for the Station for all MVPDs in the Station’s DMA for the 2018-2020 election cycle; (iii) to Seller’s knowledge, no such MVPD has sought any form of relief from carriage of the Station from the

FCC or before any other governmental authority; and (iv) the Station does not pay for fiber or other connectivity to send the Station's signal to any MVPD.

(c) No MVPD in the Station's DMA has provided written notice to Seller of (i) any signal quality issue that has not been resolved, (ii) its intention to delete the Station from carriage, or (iii) its intention to change the channel positions for the Station, except in accordance with a general channel remapping scheme affecting all other commercial broadcast stations in the DMA in a nondiscriminatory manner.

(d) To Seller's knowledge, no MVPD or any station in the Station's DMA or any other party has filed any petition for modifications to the applicable DMA's geographic area with respect to the Station.

ARTICLE 4: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Seller:

4.1 **Organization and Standing.** Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, and as of the Closing Date will be qualified to do business in the State of Utah and any other jurisdiction where such qualification is required.

4.2 **Authorization.** Buyer has the power and authority to execute and deliver this Agreement, and to consummate the transaction contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly and validly authorized by Buyer, and no other actions on the part of Buyer are necessary to authorize the execution and delivery of, or the performance of Buyer's obligations under this Agreement, or to consummate the transaction contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer. This Agreement constitutes the legal, valid, and binding agreement of Buyer enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

4.3 **No Defaults.** The execution, delivery, and performance of this Agreement by Buyer will not (i) conflict with or result in any breach of any provision of the articles of organization, operating agreement, or other similar organizational documents of Buyer, or (ii) result in a default (or give rise to any right of termination, cancellation, or acceleration) under, or conflict with, any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, agreement, lease, or other instrument or obligation relating to Buyer or its business, (iii) violate any statute, regulation, order, injunction, or decree of any federal, state, or local governmental authority or agency which is applicable to Buyer, or (iv) require the consent or approval of any governmental authority, lending institution, or other third party other than the FCC Consent.

4.4 **Buyer's Qualification.** Apart from the requirement of obtaining the FCC Consent, Buyer is legally, financially, and technically qualified to acquire, and to become the

FCC licensee of, the Station and to perform its obligations under this Agreement. There are no facts that would, under existing law and the existing rules, regulations, policies and procedures of the FCC, disqualify Buyer as an assignee of the FCC Authorizations or as the owner and operator of the Station. No waiver of or exemption from any FCC rule or policy due solely to Buyer's acts, omissions, ownership or FCC qualifications is necessary to be obtained by Buyer in order for the FCC Consent to be granted.

4.5 **Litigation.** Buyer is not subject to any order, writ, injunction, judgment, arbitration, decision, or decree having a binding effect and affecting the business of Buyer or which restrains or enjoins, or purports to restrain or enjoin, or could reasonably be expected to restrain or enjoin, the transaction contemplated hereby, and no such proceeding is pending. There is no material litigation pending by or against, or, to the knowledge of Buyer, or threatened against Buyer, that would prevent or materially impede the consummation by Buyer of the transaction contemplated by this Agreement.

4.6 **Brokers.** There is no broker or finder or other person who would have any valid claim for a commission or a brokerage fee in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding, or action on the part of Buyer.

4.7 **Absence of Insolvency.** No insolvency proceedings of any character including bankruptcy, receivership, reorganization, composition or arrangements with creditors, voluntary or involuntary, affecting the Buyer, are pending or, to the best knowledge of Buyer, threatened, and Buyer has not made any assignment for the benefit of creditors, or taken any action with a view to, or which would constitute the basis for the institution of, any such insolvency proceedings.

4.8 **Funds.** Buyer has sufficient funds to pay the Purchase Price at Closing.

ARTICLE 5: COVENANTS OF SELLER

Seller covenants and agrees that from the date hereof until the completion of the Closing:

5.1 **Station Documents.** The records, files and other documents kept in connection with the Station shall be maintained by Seller in the usual and ordinary manner consistent with standard broadcast industry practice. Seller shall maintain the FCC Authorizations in accordance with their terms and in compliance in all material respects with all applicable laws, rules and regulations and all applicable FCC regulations and published policies. Seller shall maintain the FCC Authorizations of the Station in full force and effect and shall take all actions necessary to so maintain them, including the timely filing and prosecution of any necessary modification or renewal applications of the FCC Authorizations or other submissions to the FCC.

5.2 **Control.** Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of the operation of the Station prior to Closing shall remain the responsibility of Seller as the holder of the FCC Authorizations.

5.3 **FCC Compliance.** Seller shall continue to operate and maintain the Station in accordance with the terms of the FCC Authorizations and in compliance in all material respects

with all applicable laws and FCC regulations and published policies. Seller will deliver to Buyer, promptly after filing, copies of any material reports, applications, or responses to the FCC, or any material communications from the FCC, or if from any other person directed to the FCC, promptly after receipt by Seller, related to the Station that are filed or received by Seller between the date of this Agreement and the Closing Date. Seller will not file any application with the FCC requesting authority to modify the Station's facilities without Buyer's prior written consent, and Seller shall take all commercially reasonable actions necessary to (a) keep the FCC Authorizations, including all material permits and applications pending before the FCC, valid and in full force and effect and (b) preserve all rights for the continued use of all the FCC Authorizations for the Station. Seller shall promptly take all necessary or desirable action to obtain a grant of any required renewal application for the Station, including negotiating and entering into a tolling agreement with the FCC if necessary.

5.4 **Operation of Station in Ordinary Course.** Except as disclosed in writing to and approved in writing by Buyer (which approval shall not be unreasonably withheld, delayed or conditioned), Seller shall operate the Station solely in the ordinary course of business and in accordance with past practice in all material respects, and shall pay and perform all of the obligations with respect to the Station (including those required under the Assumed Contracts and Real Property Leases) in the ordinary course as such obligations become due. Seller shall not amend any Real Property Lease or Assumed Contract without Buyer's written approval (which approval shall not be unreasonably withheld, delayed or conditioned). Buyer confirms and acknowledges that no change in staffing of the Station shall be deemed outside the ordinary course of business.

5.5 **Insurance.** Seller shall maintain in full force and effect through the Closing Date its existing property damage, liability, and other insurance with respect to the Purchased Assets, or commercially reasonable replacements thereof.

5.6 **Disposition of Assets.** Prior to the Closing Date, Seller shall not, without the prior written consent of Buyer, dispose of, sell, lease, or transfer, or agree to dispose of, sell, lease, or transfer, any of the material Purchased Assets without replacement thereof with an asset of substantially equivalent kind, condition and value, nor create any new Lien on the Purchased Assets other than Permitted Liens.

5.7 **Compliance with Law.** Seller shall comply in all material respects with all applicable federal, state, and local laws, rules and regulations in connection with the operation of the Station.

5.8 **Access to Facilities, Files and Records.** At the reasonable prior request of Buyer, Seller shall from time to time give or cause to be given to Buyer reasonable access during normal business hours to the Purchased Assets, and all accounts, books, insurance policies, licenses, agreements, contracts and equipment with respect to the Purchased Assets; provided, however, that all such access shall require the express consent of Seller and shall be scheduled in a manner reasonably acceptable to Seller and shall not be exercised in a manner that unreasonably interferes with the operation of the Station or other stations owned by Seller or its affiliates.

5.9 **Representations and Warranties.** Seller shall give reasonably detailed written notice to Buyer promptly upon learning of the occurrence of any event that would cause or constitute a breach, or that would have caused a breach had such event occurred or been known to Seller prior to the date hereof, of any of the representations or warranties of Seller contained in this Agreement. Seller shall use commercially reasonable efforts to cure any such event. Updates provided in order to comply with the covenant in this Section 5.9 will not have any impact on Buyer's conditions to Closing or serve to limit Buyer's right to indemnification hereunder.

5.10 **Consummation of Agreement.** Seller shall use all commercially reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to cause the transaction contemplated by this Agreement to be fully carried out.

5.11 **Employees.** Seller acknowledges and agrees that Buyer shall have no obligation to offer employment to any employee of Seller or the Station or any post-closing liability with respect to any such employee or for any such employee's benefits of any kind or nature.

ARTICLE 6: COVENANTS OF BUYER

Buyer covenants and agrees that from the date hereof until the completion of the Closing:

6.1 **Representations and Warranties.** Buyer shall give reasonably detailed written notice to Seller promptly upon learning of the occurrence of any event that would cause or constitute a breach or would have caused a breach had such event occurred or been known to Buyer prior to the date hereof, of any of the representations and warranties of Buyer contained in this Agreement. Buyer shall use commercially reasonable efforts to cure any such event. Updates provided in order to comply with the covenant in this Section 6.1 will not have any impact on Seller's conditions to Closing or serve to limit Seller's right to indemnification hereunder.

6.2 **Consummation of Agreement.** Buyer shall use all commercially reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to cause the transaction contemplated by this Agreement to be fully carried out.

ARTICLE 7: CONDITIONS TO THE OBLIGATIONS OF SELLER

The obligations of Seller under this Agreement are subject to the fulfillment of the following conditions prior to or on the Closing Date:

7.1 Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Buyer contained in this Agreement was true and correct as of the date when made and is deemed to be made again on and as of the Closing Date and is then true and correct in all material respects.

(b) Buyer shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

7.2 **Proceedings**. None of Seller, Buyer, the Station or any of the Purchased Assets is subject to any restraining order or injunction (or similar action) and no action is pending which would restrain or prohibit the consummation of the transaction contemplated hereby.

7.3 **FCC Consent**. The FCC Consent has been issued by the FCC with no conditions materially adverse to Seller.

7.4 **Deliveries**. Buyer has complied with each and every one of its obligations set forth in Section 9.2.

ARTICLE 8: CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement are subject to the fulfillment of the following conditions prior to or on the Closing Date:

8.1 Representations, Warranties and Covenants

(a) Each of the representations and warranties of Seller contained in this Agreement was true and correct as of the date when made and is deemed to be made again on and as of the Closing Date and is then true and correct in all material respects.

(b) Seller shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

8.2 **Proceedings**. None of Seller, Buyer, the Station or any of the Purchased Assets is subject to any restraining order or injunction (or similar action) and no action is pending which would restrain or prohibit the consummation of the transaction contemplated hereby.

8.3 **FCC Consent**. The FCC Consent has been issued by the FCC with no conditions materially adverse to Buyer.

8.4 **Deliveries**. Seller has complied with each and every one of the obligations set forth in Section 9.1.

8.5 **Required Consents**. Seller shall have obtained and delivered to Buyer all of the Required Consents, if any, described in Schedule 3.9.

8.6 **Liens**. No Liens shall exist or have been filed or recorded against the Purchased Assets in the public records of the Secretary of State of California or in any other jurisdiction in which the Purchased Assets are located except for those which will be fully discharged on or prior to the Closing Date. Duly executed UCC releases, mortgage terminations or other similar documents or instruments required to transfer the Purchased Assets free and clear of Liens (other than Permitted Liens) shall have been delivered by Seller.

8.7 **On-Air Status.** None of the material FCC Authorizations shall have been cancelled or permanently discontinued as a result of the FCC's post-auction repacking process or the FCC's rules related to suspension of operations.

ARTICLE 9: ITEMS TO BE DELIVERED AT CLOSING

9.1 **Deliveries by Seller.** At Closing, Seller shall deliver to Buyer, duly executed by Seller or such other signatory as may be required by the nature of the document:

(a) a certificate for Seller, dated as of the Closing Date, executed by an officer of Seller, certifying on behalf of Seller that the Closing conditions specified in Sections 8.1(a) and (b) have been satisfied;

(b) a bill of sale sufficient to sell, convey, transfer and assign the personal property and all other assets included in the Purchased Assets (other than the FCC Authorizations, Real Property Leases and Assumed Contracts) to Buyer free and clear of any Liens other than Permitted Liens, in a form reasonably acceptable to Buyer and Seller (the "Bill of Sale");

(c) an Assignment and Assumption Agreement sufficient to sell, convey, transfer and assign the Assumed Contracts to Buyer free and clear of any Liens other than Permitted Liens, in a form reasonably acceptable to Buyer and Seller (the "Assignment and Assumption Agreement");

(d) an Assignment and Assumption Agreement sufficient to assign the FCC Authorizations (including the Station's call letters) to Buyer, in a form reasonably acceptable to Buyer and Seller (the "FCC Authorizations Assignment and Assumption Agreement");

(e) an assignment and assumption of each Real Property Lease in a form reasonably acceptable to Buyer and Seller (each a "Lease Assignment and Assumption Agreement");

(f) the Required Consents described in Schedule 3.9 and any other consents obtained by Seller;

(g) any estoppel certificates executed by lessors of Real Property Leases that are obtained by Seller;

(h) Executed releases, in suitable form for filing and otherwise in form and substance reasonably satisfactory to Buyer, of any security interests granted in the Purchased Assets as security for payment of loans and other obligations and of any other Liens (other than Permitted Liens); and

(i) Certified copies of resolutions, duly adopted, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery and performance by Seller of this Agreement, and the consummation of the transaction contemplated hereby.

9.2 **Deliveries by Buyer.** At the Closing, Buyer shall deliver to Seller, duly executed by Buyer or such other signatory as may be required by the nature of the document:

(a) a certificate for Buyer, dated as of the Closing Date, executed by an officer of Buyer, certifying on behalf of Buyer that the Closing conditions specified in Sections 7.1(a) and (b) have been satisfied;

(b) the payment of the Purchase Price in accordance with Section 1.4;

(c) the Bill of Sale;

(d) the Assignment and Assumption Agreement;

(e) the FCC Authorizations Assignment and Assumption Agreement;

(f) the Lease Assignment and Assumption Agreements; and

(g) certified copies of resolutions, duly adopted, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery and performance by Buyer of this Agreement, and the consummation of the transaction contemplated hereby.

ARTICLE 10: SURVIVAL AND INDEMNITY

The rights and obligations of Buyer and Seller under this Agreement shall be subject to the following terms and conditions:

10.1 **Survival of Representations and Warranties.** Except as stated below, the representations and warranties of Buyer and Seller contained in this Agreement shall survive the Closing for twelve (12) months from the Closing Date. Except as stated below, neither Seller nor Buyer shall have any liability whatsoever with respect to any representation or warranty unless a claim is made hereunder or an action at law or in equity is commenced prior to expiration of the twelve (12) month survival period for such representation or warranty. The covenants and agreements in this Agreement shall survive Closing until performed.

10.2 General Agreement to Indemnify.

(a) Subject to Section 10.4, from and after Closing, Seller on the one hand, and Buyer on the other hand, shall indemnify, defend and hold harmless each other and any employee, representative, agent, director, officer, affiliate or permitted assign of each other (each, an “Indemnified Party”) from and against any and all claims, actions, suits, proceedings, liabilities, obligations, losses and damages, amounts paid in settlement, interest, costs and expenses (including reasonable attorneys’ fees, court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) (collectively, “Losses”) asserted against, incurred or suffered by any Indemnified Party as a result of, arising out of or relating to: (i) the breach of any representation or warranty of the Indemnifying Party (defined below) made in this Agreement or in any certificate delivered on the Closing Date; or (ii) the breach or default by the Indemnifying Party of any covenant or agreement of such party contained in this

Agreement. Purchase Price adjustments made pursuant to Section 1.5 of this Agreement shall not be included in any calculation of Party's total "Losses" for purposes of meeting the Loss threshold provided in Section 10.4. Notwithstanding anything in this Agreement to the contrary, except for amounts payable to a third party in connection with a Third Party Claim, neither Party shall have any liability to the other under any circumstances for special, indirect, consequential, punitive or exemplary damages or lost profits or similar damages of any kind.

(b) From and after Closing, Seller further agrees to indemnify and hold harmless Buyer and any other Indemnified Party of Buyer from and against any Losses asserted against, incurred or suffered by Buyer or any other Indemnified Party of Buyer arising out of, resulting from, or relating to (i) the operation of the Station and ownership of the Purchased Assets prior to the Closing or (ii) any Retained Liability.

(c) From and after Closing, Buyer further agrees to indemnify and hold harmless Seller and any other Indemnified Party of Seller from and against any Losses asserted against, incurred or suffered by Seller or any other Indemnified Party of Seller arising out of, resulting from, or relating to (i) the operations of the Station and the Purchased Assets after the Closing or (ii) any Assumed Liability.

10.3 General Procedures for Indemnification.

(a) The Indemnified Party seeking indemnification under this Agreement shall promptly notify in writing the Party against whom indemnification is sought (the "Indemnifying Party") of the assertion and basis of any claim, or the commencement and basis of any action, suit or proceeding by any third party in respect of which indemnity may be sought hereunder (a "Third Party Claim") and will give the Indemnifying Party such information with respect thereto as the Indemnifying Party may reasonably request, but failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (unless the Indemnifying Party has suffered material prejudice by such failure). The Indemnifying Party shall have the right, but not the obligation, exercisable by written notice to the Indemnified Party within thirty (30) days of receipt of notice from the Indemnified Party of the commencement of a Third Party Claim, to assume the defense and control the settlement of such Third Party Claim that involves (and continues to involve) solely money damages; provided, however, that prior to assuming any claim defense, the Indemnifying Party must show the other Party that they have the financial ability to pay out any potential monetary claim before they are allowed to assume its defense. Failure by the Indemnifying Party to so notify the Indemnified Party shall be deemed a waiver by the Indemnifying Party of its right to assume the defense of such claim.

(b) Whether or not the Indemnifying Party chooses to defend or prosecute any Third Party Claim, the parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

(c) The Indemnifying Party or the Indemnified Party, as the case may be, shall have the right to participate in (but not control), at its own expense, the defense of any Third Party Claim that the other is defending, as provided in this Agreement, provided that the

Indemnifying Party shall pay the cost of defense of both Parties by separate counsel if a conflict of interest precludes common representation.

(d) The Indemnifying Party, if it has assumed the defense of any Third Party Claim as provided in this Agreement, shall not consent to, or enter into, any compromise or settlement of, or consent to the entry of any judgment arising from, any such Third Party Claim (which compromise, settlement, or judgment: (i) commits the Indemnified Party to take, or to forbear to take, any action; or (ii) does not provide for a complete release by such Third Party of the Indemnified Party) without the Indemnified Party's prior written consent. If the conditions set forth herein are met but the Indemnified Party refused to settle any Third Party Claim, the Indemnifying Party may tender the settlement amount and be relieved of further liability. The Indemnifying Party shall not be entitled to require that any action be brought against any other person before action is brought against it hereunder by the Indemnified Party, but shall be subrogated to any right of action to the extent that it has paid or successfully defended against any Third Party Claim.

10.4 Limitations. Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Seller shall have no liability to Buyer under clause (i) of Section 10.2(a) for breaches of representations and warranties until Buyer's aggregate Losses exceed Forty-Five Thousand Dollars (\$45,000), after which such threshold amount shall be included in, not excluded from, any calculation of Losses, and (ii) the maximum aggregate liability of Seller under clause (i) of Section 10.2(a) for breaches of representations and warranties shall be an amount equal to Eight Hundred Thousand Dollars (\$800,000). The limitations in this Section 10.4 shall not apply to Section 10.2(a)(ii) and Section 10.2(b).

10.5 Other Indemnification Matters. The right to indemnification or any other remedy based on representations, warranties, covenants and agreements in this Agreement shall not be affected by any investigation conducted at any time, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement, waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any such covenant or agreements, will not affect the right to indemnification or any other remedy based on such representations, warranties, covenants and agreements.

10.6 Exclusive Remedy. The right to indemnification, defense, hold harmless, payment or reimbursement provided in this Article 10 will be the exclusive remedy of any Party with respect to Losses after the Closing with respect to the transaction contemplated by this Agreement (except with respect to willful misconduct and fraud and except for any breach of any covenant or agreement in this Agreement that provides for performance following Closing for which the remedies of specific performance, injunctive relief, non-monetary declaratory judgment or any other non-monetary equitable remedies may be available under applicable law).

ARTICLE 11: TERMINATION

11.1 Termination. Subject to Section 11.3, this Agreement may be terminated at any time prior to Closing:

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

(b) by written notice of Seller to Buyer if Buyer: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by Buyer on or before the Closing Date in any material respect; (ii) breaches in any material respect any of Buyer's representations or warranties made in this Agreement; or (iii) defaults in any material respect in the performance of any of Buyer's covenants or agreements under this Agreement; and in any of which events such breach or default is not cured within the Cure Period (as defined below), if applicable; provided, however, that the Cure Period shall not apply to Buyer's obligations to make the Escrow Deposit within five (5) business days of the date hereof and to pay the Purchase Price at Closing;

(c) by written notice of Buyer to Seller if Seller: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by Seller on or before the Closing Date in any material respect; (ii) breaches in any material respect any of Seller's representations or warranties made in this Agreement; or (iii) defaults in any material respect in the performance of any of Seller's covenants or agreements under this Agreement; and in any of which events such breach or default is not cured within the Cure Period (as defined below), if applicable; or

(d) by written notice of Seller to Buyer, or Buyer to Seller: (i) if the Closing has not been consummated within twelve (12) months of the Effective Date of this Agreement; (ii) if, for any reason, the FCC denies the Assignment Application; or (iii) if, for any reason, the Assignment Application is designated for an evidentiary hearing, provided, however, that the right to terminate this Agreement under this clause (d) shall not be available to any Party whose breach of this Agreement has been the primary cause of, or primarily resulted in, the failure of the Closing to occur on or before such date.

11.2 Cure Period. The term "Cure Period" as used herein means a period commencing with the date that Buyer or Seller receives from the other Party written notice of breach or default hereunder and continuing until the earlier of (i) the date thirty (30) days thereafter or (ii) the Closing date determined under Section 2.2; provided, however, that if the breach or default cannot reasonably be cured within such period but can be cured before the Closing date determined under Section 2.2, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing date determined under Section 2.2.

11.3 Liability; Right to Terminate; Survival. Except as set forth below in Section 11.4(a), the termination of this Agreement shall not relieve any Party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything in this Agreement to the contrary, no Party that is in material breach of this Agreement shall be entitled to terminate this Agreement except with the written consent of the other Party. Notwithstanding anything contained herein to the contrary, Sections 1.4(b) (Escrow Deposit) (and Sections 11.4(a), (b) and (c) with respect to the Escrow Deposit), and Article 12 (except for Sections 12.6 (Risk of Loss) and 12.9 (Further Assurances)) shall survive any termination of this Agreement.

11.4 **Defaults.**

(a) **Buyer's Default.** Upon a termination of this Agreement by Seller pursuant to Section 11.1(b) above due to a breach by Buyer of any of its material obligations under this Agreement, Seller's sole remedy for a breach by Buyer shall be to receive disbursement of the Escrow Deposit as liquidated damages. Seller and Buyer each acknowledge that these liquidated damages are reasonable in light of the anticipated harm that would be caused by Buyer's breach of any of its material obligations under this Agreement and the difficulty of ascertaining damages and proof of loss and that these damages are not a penalty.

(b) **Seller's Default.** Upon a termination of this Agreement by Buyer pursuant to Section 11.1(c) due to a breach by Seller of any of its material obligations under this Agreement, and without limitation of Buyer's remedies at law or in equity, Buyer shall be entitled to the return of the Escrow Deposit. Instead of terminating this Agreement upon a default by Seller, Buyer may seek specific performance as provided in Section 11(d) below.

(c) **Other Termination.** Upon a termination of this Agreement for any reason other than as a result of a breach by Buyer of its material obligations under this Agreement, Buyer shall be entitled to the return of the Escrow Deposit, and thereafter neither Party shall have any further obligation to the other under this Agreement.

(d) **Specific Performance.** Seller acknowledges that the Station is a unique asset not readily obtainable on the open market and that, in the event that Seller fails to perform its obligation to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transaction contemplated hereby, Buyer shall be entitled to specific performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law, and the prevailing party in litigation shall be entitled to receive from the non-prevailing party all court costs, attorney's fees and other out-of-pocket expenses incurred by the prevailing party in enforcing or defending its rights under this provision. Notwithstanding anything in this Agreement, in the event of a failure by Buyer to comply with its obligations related to the Escrow Deposit or Sections 2.1, 5.2, 12.4 or 12.5, Seller shall be entitled to all available rights and remedies, including specific performance, in which event Buyer shall waive the defense that there is an adequate remedy at law, and the prevailing party in litigation shall be entitled to receive from the non-prevailing party all court costs, attorney's fees and other out-of-pocket expenses incurred by the prevailing party in enforcing or defending its rights under this provision.

ARTICLE 12: MISCELLANEOUS

12.1 **Governing Law; Waiver of Jury Trial.** The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of New York (exclusive of those relating to conflicts of laws). Any action at law, suit in equity or

judicial proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, or any provision hereof, shall be litigated only in the courts of the State of New York in New York County or federal courts in the Southern District of New York. The Parties hereby consent to the personal and subject matter jurisdiction of such courts and waive any right to transfer or change the venue of any litigation between them. EACH OF BUYER AND SELLER HEREBY WAIVES (ON BEHALF OF ITSELF AND ITS AFFILIATES), TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY.

12.2 **Expenses; Taxes.** Except as provided in Sections 1.4(b) and 2.1 and in this Section 12.2, each Party hereto shall bear all of its expenses incurred in connection with the transaction contemplated by this Agreement, including accounting, engineering and legal fees incurred in connection herewith. Any state or local sales, use, stamp or transfer taxes and other similar taxes payable in connection with consummation of the transactions contemplated herein shall be paid one-half (½) by Buyer and one-half (½) by Seller.

12.3 **Entire Agreement; Amendment; No Waiver.** This Agreement, including the schedules and exhibits hereto, contains the entire agreement and understanding by and between the Parties, and no other representations, promises, agreements, or understanding, written or oral, not contained herein shall be of any force or effect, the terms of which are superseded and replaced by this Agreement. No Party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. This Agreement may only be amended in a writing signed by the Parties. No oral agreement shall have any effect. No failure or delay in exercising any right hereunder shall be deemed or construed to be a waiver of such right, either prospectively or in the particular instance. This Agreement has been prepared by all of the Parties hereto, and no inference of ambiguity against the drafter of a document therefore applies against any Party hereto.

12.4 **Confidentiality.** Except for information about the Station and the Purchased Assets acquired by Buyer at Closing and except where such information is known through other lawful sources or where its disclosure is required in accordance with applicable law, including requirements of the FCC pursuant to the Assignment Application, Buyer and Seller shall keep confidential all information obtained by it with respect to the other Party and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement. If the transaction contemplated hereby is not consummated for any reason, Buyer and Seller shall return to each other or destroy, without retaining a copy thereof in any medium whatsoever, any schedules, documents or other written information, including all financial information, obtained from the other in connection with this Agreement and the transaction contemplated hereby.

12.5 **Public Announcements.**

(a) Prior to the Closing Date, no Party shall, without the approval of the other Party hereto, make any press release or other public announcement concerning the transaction contemplated by this Agreement, except (i) in a mutually agreeable statement to announce that the transaction has been entered into, and (ii) as and to the extent that such Party shall be so

obligated by law or the rules of any stock exchange, in which case such Party shall give advance notice to the other Party, and the Parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.

(b) Notwithstanding the foregoing, the Parties acknowledge that the rules and regulations of the FCC require that local public notice of the transaction contemplated by this Agreement be made after the Assignment Application has been filed with the FCC and that a copy of this Agreement be included as a material part of the Assignment Application, which will be made available for public inspection at the Station and in the FCC's records.

12.6 **Risk of Loss.** The risk of loss to any of the Purchased Assets on or prior to the Closing Date shall be upon Seller. Prior to Closing, Seller shall use all commercially reasonable efforts to repair or replace any damaged or lost Purchased Assets to return them to the condition described in Section 3.3; provided, however, that in the event that any Purchased Asset or Purchased Assets incur(s) damages which are reasonably expected to exceed Twenty Thousand Dollars (\$20,000) to repair or any Purchased Asset or Purchased Assets having a fair market value of Twenty Thousand Dollars (\$20,000) or more is lost or damaged, and repair or replacement thereof is not completed prior to Closing, then the Parties shall proceed to Closing (with Seller's representations and warranties deemed modified to take into account any such condition, loss or damage), the Purchase Price shall be reduced by the reasonably estimated costs to complete such repair or replacement to return the affected assets to the condition described in Section 3.3, and Buyer shall have the responsibility to repair or replace such damaged or lost Purchased Assets. Notwithstanding the foregoing, if such loss or damage materially disrupts Station operations, then Buyer may postpone Closing until the date five (5) business days after operations are restored in all material respects, subject to Section 11.1(d)(i). Should the Station not operate with at least 80% of its full, FCC-licensed facilities for a period of thirty (30) consecutive days, without appropriate notice or application to the FCC, and for reasons other than *force majeure*, Buyer may elect to terminate this Agreement without penalty upon giving written notice thereof to Seller.

12.7 **Successors and Assigns.** Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective representatives, heirs, successors and assigns. Seller may not assign this Agreement or any part hereof without the prior written consent of Buyer, which shall not be withheld unreasonably, and any attempted assignment without such consent shall be void. Buyer may not assign this Agreement or any part hereof without the prior written consent of Seller, which shall not be withheld unreasonably. In the event of any assignment of this Agreement, the assignee shall enter into a written agreement accepting joint and several liability for all obligations under this Agreement with the effect that no assignment shall relieve any Party of any obligation or liability under this Agreement. No assignment shall delay processing of the Assignment Application or grant of the FCC Consent in any material respect.

12.8 **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid,

or, if sent by facsimile communications equipment, delivered by such equipment with a confirmation answerback, addressed as set forth below:

If to **Seller**, then to:

c/o KRCA License LLC
KRCA Television LLC
1845 Empire Avenue
Burbank, CA 91504
Attention: Kim Zeldin
Email: kzeldin@lbimedia.com

and to (which shall not constitute notice)

Jessica Rosenthal
Wiley Rein LLP
1776 K Street NW
Washington, DC 20006
Email: jrosenthal@wileyrein.com
Facsimile: (202) 719-7049

If to **Buyer**, then to:

c/o HC2 Holdings Inc.
450 Park Avenue, 30th Floor,
New York, NY 10022
Attention: Joseph Ferraro
Email: jferraro@hc2.com
Facsimile: (212) 202-4032

and to (which shall not constitute notice)

Trey Hanbury
Hogan Lovells US LLP
555 13th St NW
Washington, DC 20004
Email: trey.hanbury@hoganlovells.com
Facsimile: (202) 637-5910

Any Party may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

12.9 **Further Assurances.** From time to time prior to, on and after the Closing Date, each Party hereto will execute all such instruments and take all such actions as any other party shall reasonably request, without payment of further consideration, in connection with carrying

out and effectuating the intent and purpose hereof and all transactions contemplated by this Agreement, including the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered on the Closing Date, and any and all actions which may reasonably be necessary to complete the transaction contemplated hereby. The Parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

12.10 **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein, or its application to any particular circumstance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, such provision or such application shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without invalidating the remainder of such provision or any other provisions hereof, or its application in any other circumstance, unless such a construction would be unreasonable or would deprive a Party of the benefits of this Agreement in any material respect, and without invalidating such provision or its application in any other jurisdiction.

12.11 **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the Parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

12.12 **Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. When a reference is made in this Agreement to a Party or to a Section, Exhibit or Schedule, such reference shall be to a Party to, a Section of, or an Exhibit or Schedule to, this Agreement, unless otherwise indicated. All terms defined in this Agreement shall have their defined meanings when used in any Exhibit or Schedule to this Agreement or any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein. Whenever used in this Agreement, “business day” shall mean any day, other than a Saturday or a Sunday or a day on which banking and savings and loan institutions are authorized or required by applicable law to be closed in the State of New York. Whenever the words “include”, “includes”, “including” or “such as” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “or” when used in this Agreement is not exclusive. The word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase shall not mean simply “if”. Whenever used in this Agreement, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders. Any contract or statute defined or referred to herein means such contract or statute as from time

to time amended, supplemented or modified, including (i) in the case of contracts, by waiver or consent and, in the case of statutes, by succession of comparable successor statutes and (ii) all attachments thereto and instruments incorporated thereby. The words “asset” and “property” shall be construed to have the same meaning and effect. References to a person are also to its permitted successors and assigns. The fact that any item or information is contained in the Schedules to this Agreement shall not be construed to mean that such item or information is required to be disclosed in or by this Agreement or that such item or information is material. Any information disclosed on any Schedule to this Agreement shall be deemed to be disclosed on each other Schedule to this Agreement to the extent that is readily apparent from the face of the disclosure that such disclosure is applicable to such other Schedule.

12.13 **Facsimile; Counterparts.** This Agreement may be executed by facsimile or email transmission and in counterparts, each of which shall constitute an original but together will constitute a single document.

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SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first above written.

BUYER:

HC2 STATION GROUP, INC.

By: 

Name: Ivan Minkov

Title: Chief Financial Officer

SELLER:

KRCA LICENSE LLC

By: _____

Name:

Title:

KRCA TELEVISION LLC

By: _____

Name:

Title:

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first above written.

BUYER:

HC2 STATION GROUP, INC.

By: _____

Name:

Title:

SELLER:

KRCA LICENSE LLC

By: _____

Name:

Title:

KRCA TELEVISION LLC

By: _____

Name:

Title:

Schedule 1.1(a)
FCC Authorizations

Call Sign	Facility ID	Channel	Service	Community of License	Licensee	Status
KPNZ(TV)	77512	24	Full Service Television	Ogden, Utah	KRCA License LLC	Licensed
WPYK640	77512	n/a	TV Studio Transmitter Link	Ogden, Utah	KRCA License LLC	Licensed
WPYL798	77512	n/a	TV Pickup License	Ogden, Utah	KRCA License LLC	Licensed
WQHH773	77512	n/a	TV Intercity Relay License	Ogden, Utah	KRCA License LLC	Licensed