

**ASSET PURCHASE AGREEMENT**

*By and Between*

**BRIDGE NEWS LLC**

*and*

**AZTECA BROADCASTING CORPORATION**

*for*

**CLASS A LOW POWER TELEVISION STATION**

**KSVN-CD, Channel 25**

**OGDEN, UT**

\* \* \*

**February 2, 2023**

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (“**Agreement**”) is made and entered into this 2nd day of February, 2023, by and between **Azteca Broadcasting Corporation**, a corporation organized under the laws of the State of Nevada (“**Seller**”), and **Bridge News LLC**, a limited liability company organized under the laws of the State of Michigan (“**Buyer**”). Buyer and Seller are each individually referred to as a “**Party**” and collectively as the “**Parties**.”

### **BACKGROUND:**

Seller is the licensee, owner, and operator of Class A low power television station KSVN-CD, Facility ID No. 168239, Ogden, Utah (“**Station**”). Seller desires to sell and assign, and Buyer desires to purchase and acquire, substantially all of the property and assets used in the operation of the Station (the “**Transaction**”). The parties acknowledge that the licenses issued by the Federal Communications Commission (“**Commission**” or “**FCC**”) for the operation of the Station may not be assigned without the prior written consent of the Commission.

Accordingly, in consideration of the foregoing and of the mutual promises, covenants, and conditions set forth below, the parties agree as follows:

#### 1. DEFINITIONS.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) 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, by contract or otherwise.

“**Agreement**” has the meaning set forth in the preamble.

“**Allocation Schedule**” has the meaning set forth in Section 3.2.

“**Assigned Contracts**” has the meaning set forth in Section 2.1(c).

“**Assignment and Assumption Agreement**” has the meaning set forth in Section 8.3(a)(iv).

“**Assignment Application**” has the meaning set forth in Section 6.1(a).

“**Assumed Liabilities**” has the meaning set forth in Section 2.3.

“**Bill of Sale**” has the meaning set forth in Section 9.3(a)(iii).

“**Books and Records**” has the meaning set forth in Section 2.1(e).

“**Business Day(s)**” means Monday through Friday except for federally recognized holidays.

“**Buyer**” has the meaning set forth in the preamble.

“**Buyer Closing Certificate**” has the meaning set forth in Section 8.2(d).

“**Closing**” has the meaning set forth in Section 9.3.

“**Closing Date**” has the meaning set forth in Section 9.3.

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

“**Commission**” or “**FCC**” has the meaning set forth in the background.

“**Contracts**” means all oral or written contract, obligation, understanding, commitment, lease, license, purchase order, bid, or other agreement of the Station.

“**Direct Claim**” has the meaning set forth in Section 10.4(c).

“**Drop Dead Date**” has the meaning set forth in Section 12.1(b)(i).

“**Encumbrance**” means any lien, pledge, mortgage, deed of trust, security interest, charge, claim, easement, encroachment or other similar encumbrance.

“**Escrow Agreement**” has the meaning set forth in Section 3.1(a).

“**Escrow Deposit**” has the meaning set forth in Section 3.1(a).

“**Escrow Release Letter**” has the meaning set forth in Section 9.3(a)(i).

“**Excluded Assets**” has the meaning set forth in Section 2.2.

“**Excluded Liabilities**” has the meaning set forth in Section 2.4.

“**FCC Consent**” has the meaning set forth in Section 9.1(a).

“**Final Order**” has the meaning set forth in Section 9.1(b).

“**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Indemnified Party**” has the meaning set forth in Section 10.4.

“**Indemnifying Party**” has the meaning set forth in Section 10.4.

“**Intellectual Property**” means any and all of the following arising pursuant to the laws of any jurisdiction throughout the world: (a) trademarks, service marks, trade names, and similar indicia of source of origin, all registrations and applications for registration thereof, and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights and all registrations and applications for registration thereof; (c) trade secrets and know-how; (d) patents and patent applications; (e) internet domain name registrations; and (f) other intellectual property and related proprietary rights.

“**Lease**” has the meaning set forth in Section 4.6.

“**NAA Agreement**” means the Network Affiliation Agreement dated December 1, 2021, by and between America’s Real Voice LLC dba America’s Voice News and Azteca Broadcasting Corporation.

“**NAR Agreement**” means the Network Affiliation and Representation Agreement dated October 31, 2018, by and between Liberman Television LLC and Azteca Broadcasting Corporation.

“**Party**” and “**Parties**” have the meaning set forth in the preamble.

“**Permits**” means all permits, licenses, franchises, approvals, authorizations and consents required to be obtained from Governmental Authorities.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

**“Post-Closing Tax Period”** means any taxes pertaining to the operation of the Station after the Closing Date.

**“Pre-Closing Tax Period”** means any taxes pertaining to the operation of the Station on or prior to the Closing Date.

**“Purchase Price”** has the meaning set forth in Section 3.1.

**“Purchased Assets”** has the meaning set forth in Section 2.1.

**“Seller”** has the meaning set forth in the preamble.

**“Seller Closing Certificate”** has the meaning set forth in Section 8.3(c).

**“Station”** has the meaning set forth in the background.

**“Station Equipment”** has the meaning set forth in Section 2.1(b).

**“Station Licenses”** has the meaning set forth in Section 2.1(a).

**“Taxes”** means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

**“Tax Return”** means any return, declaration, report, claim for refund, information return or statement or other document required to be filed with respect to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

**“Third-Party Claim”** has the meaning set forth in Section 10.4(a).

**“Transaction”** has the meaning set forth in the background.

**“Transaction Documents”** means this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, the Escrow Agreement and the other agreements, instruments and documents required to be delivered at the Closing.

## 2. PURCHASE AND SALE.

2.1 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, on the Closing Date (as defined below), Seller shall sell, assign, transfer, and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all of Seller's right, title, and interest in, to and under the following assets and rights of Seller, to the extent that such assets, and rights exist as of the Closing Date and relate to the Station (collectively, the "**Purchased Assets**"):

(a) Licenses, Permits, permissions, and other authorizations issued for the operation of the Station by the Commission and other governmental agencies, as listed on Schedule 2.1(a) ("**Station Licenses**"), including all applications for modification, extension, or renewal thereof, and any pending applications for any new licenses, Permits, permissions, or authorizations pending on the Closing Date;

(b) All transmitters, towers, studio equipment, furniture, fixtures, machinery, equipment, supplies, and other tangible personal property of the Station listed on Schedule 2.1(b), together with any replacements, improvements, or additions thereto made between the date hereof and the Closing Date ("**Station Equipment**");

(c) All Contracts set forth on Schedule 2.1(c), including the Lease ("**Assigned Contracts**").

(d) Originals, or where not available, copies, of all books and records, including books of account, ledgers and general, machinery and equipment maintenance files and customer lists, that exclusively relate to the Business or the Purchased Assets, other than books and records set forth in Section 2.2(d) ("**Books and Records**"); and

(e) All goodwill associated with the Station or with any of the assets described in the foregoing clauses.

2.2 Excluded Assets. Other than the Purchased Assets set forth in Section 2.1, Buyer expressly understands and agrees that it is not purchasing or acquiring, and Seller is not selling or assigning, any other assets or properties of Seller, and all such other assets and properties shall be excluded from the Purchased Assets (the "**Excluded Assets**"). Excluded Assets include, but are not limited to:

(a) all cash and cash equivalents, bank accounts and securities of Seller;

(b) all Contracts that are not Assigned Contracts;

(c) corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of Seller, all employee-related or employee benefit-related files or records, other than personnel files of Seller employees, and any other books and records which Seller is prohibited from disclosing or transferring to Buyer under applicable law and is required by applicable law to retain;

(d) all insurance policies of Seller and all rights to applicable claims and proceeds thereunder;

(e) all rights to any action, suit or claim of any nature available to or being pursued by Seller, whether arising by way of counterclaim or otherwise;

(f) all assets, properties, and rights used by Seller in its businesses other than the Station;

(g) the call sign KSVN; and

(h) all rights which accrue or will accrue under the Transaction Documents.

2.3 Assumed Liabilities. Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform, and discharge when due any and all liabilities and obligations of Seller arising out of or relating to the Station or the Purchased Assets on or after the Closing, other than the Excluded Liabilities (collectively, the “**Assumed Liabilities**”) including, without limitation, the following:

(a) all liabilities and obligations arising after Closing under or relating to the Assigned Contracts; and

(b) all liabilities and obligations for (i) Taxes relating to the Station, the Purchased Assets or the Assumed Liabilities for any Post-Closing Tax Period, and (ii) Taxes for which Buyer is liable pursuant to Section 6.5. Any interest, penalties, additions to tax or additional amounts that relate to taxes for any Pre-Closing Tax Period shall be treated as occurring on or prior to the Closing Date whether such items are incurred, accrued, assessed, or similarly charged on, before or after the Closing Date, and shall remain the responsibility of Seller.

2.4 Excluded Liabilities. Buyer shall not assume and shall not be responsible to pay, perform or discharge any of the following liabilities or obligations of Seller (collectively, the “**Excluded Liabilities**”):

(a) any liabilities or obligations arising out of or relating to Seller’s ownership or operation of the Station and the Purchased Assets prior to the Closing Date;

(b) any liabilities or obligations relating to or arising out the Excluded Assets;

(c) any liabilities or obligations for (i) Taxes relating to the Station, the Purchased Assets or the Assumed Liabilities for any taxable period ending on or prior to the Closing Date and (ii) any other Taxes of Seller (other than Taxes allocated to Buyer under Section 6.5) for any taxable period; and

(d) any liabilities or obligations of Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others.

### 3. PURCHASE PRICE AND ALLOCATION.

3.1 Purchase Price. The aggregate purchase price for the Purchased Assets shall be Two Million Dollars (\$2,000,000.00) (the “**Purchase Price**”).

(a) Deposit. Within five (5) Business Days of signing this Agreement Buyer agrees to deposit Two Hundred Thousand Dollars (\$200,000.00) (the “**Escrow Deposit**”) with Buyer’s legal counsel pursuant to a mutually agreed upon escrow agreement (the “**Escrow Agreement**”).

(b) Cash at Closing. At Closing, (i) Buyer and Seller will release the Escrow Deposit to Seller by bank cashier’s check or wire transfer; and (ii) the remainder of the Purchase Price shall be paid in cash by Buyer.

3.2 Allocation. Within fifteen (15) days after the Closing Date, Seller shall deliver a schedule allocating the Purchase Price (including any Assumed Liabilities treated as consideration for the Purchased Assets for Tax purposes) (the “**Allocation Schedule**”). The Allocation Schedule shall be prepared in accordance with Section 1060 of the Code. The Allocation Schedule shall be deemed final unless Buyer notifies Seller in writing that Buyer objects to one or more items reflected in the Allocation

Schedule within fifteen (15) days after delivery of the Allocation Schedule to Buyer. In the event of any such objection, Seller and Buyer shall negotiate in good faith to resolve such dispute; *provided, however*, that if Seller and Buyer are unable to resolve any dispute with respect to the Allocation Schedule within thirty (30) days after the delivery of the Allocation Schedule to Buyer, such dispute shall be resolved by impartial nationally recognized accounting firm of independent certified public accountants mutually appointed by Buyer and Seller. The fees and expenses of such accounting firm shall be borne equally by Seller and Buyer. Seller and Buyer agree to file their respective IRS Forms 8594 and all federal, state and local Tax Returns in accordance with the Allocation Schedule.

4. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Except as set forth in the disclosure schedules attached hereto as Exhibit A (the “**Disclosure Schedules**”), Seller makes the following representations and warranties, all of which have been relied upon by Buyer in entering into this Agreement and, except as otherwise specifically provided, all of which shall be true and correct at and as of the date hereof.

4.1 **Organization.** Seller is a corporation duly organized, validly existing, and in good standing under the laws of the state of Nevada and has full power and authority to own, lease, and operate the Purchased Assets, to conduct its business as currently conducted and proposed to be conducted, and to enter into and perform this Agreement (and the other agreements and instruments referred to in this Agreement).

4.2 **Authorization.** Seller has full power and authority to execute, deliver, and perform this Agreement and to consummate the transactions hereby contemplated. This Agreement constitutes the valid and binding obligation of Seller, enforceable in accordance with its terms. The execution, delivery, and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby and thereby, do not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of the Company; (b) conflict with or result in a violation or breach of any provision of any law or governmental order applicable to Seller; or (c) result in the creation or imposition of any Encumbrance on any material properties or assets of the Seller.

4.3 **Station Licenses.** Seller is the holder of the licenses, Permits, and authorizations set forth on **Schedule 2.1(a)**, which are all of the licenses, permits, and authorizations issued by the Commission that are required for or otherwise material to the present operation of the Station. The Station Licenses set forth on **Schedule 2.1(a)** are in full force and effect, have not been revoked, suspended, canceled, rescinded, or terminated, and are valid for the balance of the current license term applicable to the Station licensed to serve the city of Salt Lake City, Utah,

unimpaired by any acts or omissions of Seller, and are free and clear of any restrictions which might limit or restrict the full operation of the Station as now operated (other than restrictions on the face of such Station Licenses). Seller is not aware of any reason why, upon proper application therefor filed at the appropriate time, the Station Licenses might not be renewed in the ordinary course based on current Commission Rules or of any reason why any of the Station Licenses might be revoked. The Station is in compliance with the Commission's policy on exposure to radio frequency radiation. The Station is in full compliance with all Class A Television rules and regulations, and remains fully capable of retaining its status as a Class A Television Station under the Commission's rules and regulations. No renewal of any Station Licenses would constitute a major environmental action under the Rules of the Commission. Without limiting any of the foregoing, the Station has been to date operated in material compliance with the Station Licenses and in material compliance with the Communications Act of 1934, as amended, and the Rules and Regulations of the Commission. There are no financial obligations owed to the Commission in connection with the Station Licenses.

4.4 Assets. Seller has good and marketable title to the Purchased Assets, free and clear of all Encumbrances. On the Closing Date, Buyer shall acquire good and marketable title to the Purchased Assets free and clear of any and all Encumbrances. The Purchased Assets constitute the assets, both tangible and intangible, that are necessary for the business and operation of the Station as presently conducted by Seller.

4.5 Condition, Quality, and Quantity of Equipment and Personal Property. The Station Equipment listed on **Schedule 2.1(b)** constitutes the personal property that is used or held by Seller for use in the operation of the Station. The Station Equipment is in good operating condition and repair (general wear and tear excepted), meets or exceeds all FCC requirements, is suitable, adequate, and fit for the use for which the Station Equipment is intended or is being used, and the present use of the Station Equipment does not violate, to the best of Seller's knowledge, any applicable patent, copyright, trademark, licensing or use agreement. Except as set forth in **Schedule 4.5**, the Purchased Assets provided by the Seller to the Buyer in this Agreement will be sufficient for the conduct and operation of the Station by Buyer following the Closing in the same manner as conducted and operated by the Seller immediately prior to the Closing Date.

4.6 Tower Lease. **Schedule 2.1(c)** includes an accurate description of the tower lease included in the Assigned Contracts (the "**Lease**"). Seller is not in default of the terms of the Lease, and the Lease remains in full force and effect and is permitted to be assigned to Buyer. Seller agrees to provide an estoppel certificate from the landlord

or licensor of the leased or licensed property in form acceptable to Buyer affirming that status prior to Closing.

4.7 Assigned Contracts. Each of the Assigned Contracts constitute a valid, legal, and binding obligation of Seller, and remain in full force and effect. Neither Seller, nor any other party to each of the Assigned Contracts, are in default of its obligations under any of the Assigned Contracts.

4.8 Litigation. As of the date hereof, there is no unsatisfied judgment against Seller or any of the Purchased Assets outstanding; there is no action, suit, arbitration, litigation, proceeding, claim, or investigation of any nature pending against Seller or the Purchased Assets; and to Seller's knowledge there is no action, suit, arbitration, litigation, proceeding, claim, or investigation of any nature, threatened against Seller or the Purchased Assets. Seller is not aware of any facts that could reasonably result in any such proceedings.

#### 4.9 Taxes.

(a) Seller has filed (taking into account any valid extensions) all material Tax Returns with respect to the Station required to be filed by Seller and has paid all Taxes shown thereon as owing. Seller is not currently the beneficiary of any extension of time within which to file any material Tax Return other than extensions of time to file Tax Returns obtained in the ordinary course of business.

(b) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Seller.

(c) Seller is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

(d) The representations and warranties set forth in this Section 4.9 are Seller's sole and exclusive representations and warranties regarding Tax matters.

#### 4.10 Intellectual Property.

(a) Seller has no knowledge of any infringement or unlawful or unauthorized use of the Station's IPs or any promotional rights by any person or entity other than Seller.

(b) To Seller's knowledge, the operation of the Station (including by means of the use of promotional rights) does not infringe any Intellectual Property or other similar right of any third party.

(c) Notwithstanding anything to the contrary in this Agreement, this Section 4.10 constitutes the sole representation and warranty of the Seller under this Agreement with respect to any actual or alleged infringement, misappropriation, or other violation by Seller of any Intellectual Property of any other Person.

4.11 No Misleading Statements. To Seller's knowledge, no information delivered or to be delivered to Buyer in connection with the transactions provided for by this Agreement contains or will contain any untrue statement of a material fact or omits or will omit a material fact necessary in order to make such statements or information, in light of the circumstances under which any such statement or information is delivered, not misleading.

4.12 Employee Benefits. Seller has no commitment to create any employment agreements, pensions, profit sharing, or similar plans or arrangements, nor will it while this Agreement is in effect.

4.13 Brokers. Except for Sterling BCG LLC, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.

5. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer makes the following representations and warranties, all of which have been relied upon by Seller in entering into this Agreement and, except as specifically provided, all of which shall be true and correct as of Closing.

5.1 Authorization. The execution, delivery, and performance of this Agreement (and the other agreements and instruments referred to in this Agreement) by Buyer has been duly authorized by all necessary action on the part of Buyer. Evidence of such authorizations reasonably acceptable to Seller shall be delivered to Seller at Closing. This Agreement and the other agreements and instruments called for hereunder have been duly executed by Buyer and delivered to Seller and constitute legal, valid, and binding obligations of Buyer, enforceable in accordance with their terms.

5.2 No Breach. None of (i) the execution, delivery, and performance of this Agreement and the agreements and instruments called for hereafter by Buyer, (ii) the consummation of the Transaction, or (iii) Buyer's compliance with the terms and conditions hereof will, with or without the giving of notice or the lapse of time or both, conflict with, breach the terms and conditions of, constitute a default under, or violate Buyer's articles of incorporation or organization, bylaws, operating agreement, any

judgment, decree, order, agreement, lease, or other instrument to which Buyer is a party or by which Buyer is legally bound, or any law, rule, or regulation applicable to Buyer.

5.3 Litigation. There is no unsatisfied judgment against Buyer and there is no action, suit, arbitration, litigation, proceeding, claim, or investigation of any nature pending by or against Buyer and, to Buyer's knowledge, there is no action, suit, arbitration, litigation, proceeding, claim, or investigation of any nature threatened by or against Buyer which may adversely affect Buyer's ability to perform in accordance with the terms of this Agreement. Buyer is unaware of any facts which could reasonably result in any such proceeding.

5.4 No Misleading Statements. To Buyer's knowledge, no statement made by Buyer to Seller set forth in this Agreement, or information delivered or to be delivered to Seller in satisfaction of a requirement of this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit a material fact necessary in order to make such statements or information, in light of the circumstances under which any such statement or information is delivered, not misleading.

5.5 Qualification as Broadcast Licensee. Buyer is legally qualified to acquire the Station. Buyer knows of no reason why it should not be found by the Commission to be qualified under the Communications Act of 1934, as amended, and the Commission's Rules and Regulations to become the licensee of the Station.

5.6 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

## 6. COVENANTS.

6.1 Joint Covenants. The parties covenant and agree as follows with respect to the period prior to the Closing Date:

(a) Promptly following the full execution of this Agreement, Seller and Buyer shall join in and file an application requesting the Commission's written consent to the assignment of the Station Licenses from Seller to Buyer (the "**Assignment Application**"), and the parties will diligently take all steps necessary or desirable and proper to prosecute expeditiously the Assignment Application and to obtain the Commission's determination that approval of the Assignment Application will serve the public interest, convenience, and necessity.

(b) Seller and Buyer shall cooperate fully with each other in taking any commercially reasonable actions (including to obtain the required consent of any governmental authority or any third party) necessary to accomplish the transactions contemplated by this Agreement including, but not limited to, the prompt satisfaction of any condition to the Closing set forth herein.

(c) The Seller, on the one hand, and Buyer, on the other, shall provide each other with such cooperation and information as either of them reasonably may request of the other in filing any tax returns or in connection with any audit or other proceeding in respect of taxes related to the Station's business and operation. Such cooperation and information shall include providing copies of relevant tax returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings or other determinations by tax authorities. Seller, on the one hand, and Buyer, on the other, shall retain all tax returns, schedules and work papers, records, and other documents in its possession relating to tax matters of the Station for any taxable period beginning before the Closing Date until the expiration of the statute of limitations of the taxable periods to which such tax returns and other documents relate, without regard to extensions.

(d) Except as may be required by law, the Parties shall keep and maintain the confidentiality of all information received from each other during the negotiation and implementation of the transaction contemplated by this letter of intent; shall treat all information so obtained as proprietary and confidential; and shall not disclose or allow the disclosure of same except to persons participating in this transaction.

6.2 Seller's Covenants. Seller covenants and agrees that between the date hereof and the Closing, Seller shall:

(a) maintain or cause to be maintained the Assets in their present condition (reasonable wear and tear in normal use excepted), and (ii) maintain or cause to be maintained all inventories of supplies, tubes, and spare parts at levels generally consistent with the Station's prior practices.

(b) maintain the Station's books and records in the usual and ordinary manner, on a basis consistent with prior periods.

(c) comply in all material respects with all laws, rules, ordinances, and regulations applicable to it, to the Purchased Assets and to the business and operation of the Station.

(d) (i) perform all Assigned Contracts; (ii) cure all defaults under any Assigned Contracts; and (iii) pay all of Seller's accounts payable incurred in the ordinary course of Seller's business, in a timely manner consistent with sound business practices.

(e) Seller shall not, without the express written consent of Buyer (i) sell or agree to sell or otherwise transfer, assign, or dispose of any of the Purchased Assets or merge or consolidate with any other entity or enter into negotiations or agreements relating thereto, except that Seller may dispose of Purchase Assets which are (A) expended in the ordinary course of business and consistent with Seller's past practice, and (B) are replaced prior to Closing by assets of equal or greater worth, quality, and utility; (ii) change the Station's call signs; or (iii) enter into any other material contract, lease, or agreement that will be binding on Buyer after Closing.

(f) use commercially reasonable efforts to carry on the business and activities of the Station including, without limitation, the sale of advertising time and the purchasing and scheduling of programming, in the usual and ordinary course of business consistent with Seller's past business practices and the operating agreement with the Buyer and with customary practices in the television broadcast industry.

(g) maintain the validity of the Station Licenses and comply in all material respects with all Rules and Regulations of the Commission.

(h) maintain the status of the Station as a Class A Television Station.

(i) Seller shall not permit the Station Licenses listed on **Schedule 2.1(a)** to lapse, to be modified in any adverse respect, or otherwise to become impaired in any manner.

6.3 Buyer's Covenants. Buyer covenants and agrees that between the date hereof and the Closing:

(a) Buyer shall maintain its qualifications to be the licensee of the Station as set forth in Section 5.5; and

(b) Buyer shall notify the Seller promptly of any event, circumstance, or occurrence which will interfere with the prompt consummation of this transaction at Closing.

6.4 Seller Adverse Developments. Seller shall promptly notify Buyer of any developments that occur prior to Closing that have or might have a Material Adverse

Effect on the Purchased Assets or the operation or condition (financial or otherwise) of the Station.

6.5 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Buyer when due. Buyer shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Seller shall cooperate with respect thereto as necessary).

7. AS-IS PURCHASE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, *I.E.*, SECTIONS 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, AND 4.12, BUYER IS PURCHASING THE PURCHASED ASSETS ON AN “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS” BASIS WITH RESPECT TO THE CONDITION OF THE ASSETS EXCEPT WITH REGARD TO TITLE OF OWNERSHIP OF THE PURCHASED ASSETS. BUYER IS RELYING UPON BUYER’S OWN INDEPENDENT INVESTIGATION OF THE PURCHASED ASSETS AND SELLER’S REPRESENTATIONS IN ENTERING INTO THIS AGREEMENT AND PURCHASING THE PURCHASED ASSETS. BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, SELLER, ITS PARTNERS, OWNERS, OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES HAVE MADE NO REPRESENTATIONS, WARRANTIES OR AGREEMENT AS TO THE PHYSICAL CONDITION OF THE PROPERTY.

8. CONDITIONS PRECEDENT.

8.1 Mutual Conditions. The obligation of both Seller and Buyer to consummate this Agreement is subject to the satisfaction of each of the following conditions:

(a) Commission Consent. The Commission shall have granted its consent to the Assignment Application in accordance with the terms thereof, and such consent shall be in effect and such consent shall not be subject to any conditions which are adverse to Buyer or which in any way diminish the operating rights with respect to the Assets or the Station (except any such conditions as are expressly accepted by Buyer in writing) (the “**FCC Consent**”).

(b) Finality. The FCC Consent shall have become a Final Order (as defined below). “**Final Order**” means an order or action of the Commission as to which the time for filing a request for administrative or judicial review (30 days after FCC Public Notice of Consent) or for instituting administrative review *sua sponte*, (10 additional days) shall have expired without any such filing having been made or

notice of such review having been issued; or, in the event of such filing or review *sua sponte*, as to which such filing or review shall have been disposed of favorably to the grant and the time for seeking further relief with respect thereto under the applicable FCC or court rules shall have expired without any request for such further relief having been filed.

8.2 Seller's Conditions to Closing. The obligations of Seller hereunder are, at its option, subject to satisfaction at or prior to Closing of each of the following conditions:

(a) The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Buyer at or prior to the Closing shall have been complied with or performed in all material respects.

(b) Buyer shall have made each of the deliveries contemplated by Section 8.3(b) hereof or otherwise reasonably required by this Agreement.

(c) Buyer shall have delivered to Seller duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth

(d) Seller shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth in Section 8.2(a) have been satisfied (the "**Buyer Closing Certificate**").

8.3 Buyer's Conditions to Closing. The obligations of Buyer hereunder are, at its option, subject to satisfaction at or prior to Closing of each of the following conditions:

(a) The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Seller at or prior to the Closing shall have been complied with or performed in all material respects.

(b) Seller shall have made each of the deliveries contemplated by Section 9.3(a) hereof or otherwise reasonably required by this Agreement.

(c) Buyer shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of the Seller, that each of the conditions set forth in Section 8.3(a) have been satisfied (the “**Seller Closing Certificate**”).

## 9. CLOSING.

9.1 Closing Date. Subject to the Terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the “**Closing**”) is conditioned upon the granting by the FCC of its consent to the Application and transactions contemplated by the Agreement. The date and time of the Closing shall be mutually agreed upon by the Seller and the Buyer, but shall not be more than five (5) Business Days after the FCC grant becomes a Final Order, unless otherwise agreed to by the Parties. Unless both Parties agree otherwise, the consummation of this Agreement shall occur either (a) at the offices of the Buyer at 38955 Hills Tech Drive Farmington Hills, MI 48331 (or such other location as the parties may agree) or (b) conducted by electronic means or express delivery. The date on which the Closing is to occur is herein referred to as the “**Closing Date**”).

9.2 Fees and Expenses. Each Party shall bear its own legal fees and any and all costs and expenses with respect to the preparation, filing and prosecution of its part of the application to the FCC requesting consent to this transfer. The Buyer shall pay the application fees required by the Rules and Regulations of the Commission.

9.3 Performance at Closing. The following documents shall be executed and delivered at Closing:

(a) Seller. Seller shall deliver to Buyer:

(i) A joint letter duly executed by Seller instructing the Escrow Agent to release the Escrow Deposit to Seller (“**Escrow Release Letter**”).

(ii) One or more assignments transferring to Buyer all of the interests of Seller in and to the Station Licenses, as set forth in Schedule 2.1(a), in such form as shall be reasonable acceptable to Buyer.

(iii) One or more bills of sale (the “**Bill of Sale**”), duly executed by Seller, conveying to Buyer the Station Equipment and other Purchased Assets which constitute tangible personal property, in such form as shall be reasonably acceptable to Buyer.

(iv) an assignment and assumption agreement in the form mutually agreed upon by the Parties (the “**Assignment and Assumption Agreement**”) and

duly executed by Seller, effecting the assignment to and assumption by Buyer of the Assigned Contracts and Assumed Liabilities; *provided, however*, that the assignment of the NAR Agreement and the NAA Agreement shall not be a condition to Buyer's obligation to consummate the transactions contemplated by this Agreement.

(v) Such tax clearance certificates as are customarily issued by the taxing authorities of the State of Utah (evidencing the payment by the Seller of franchise, income, and sales taxes, as applicable).

(vi) The estoppel certificate described in Section 4.6 of this Agreement.

(vii) The Seller Closing Certificate; and

(viii) Such other instruments of transfer as may reasonably be requested by Buyer to vest title to the Purchased Assets in and to Buyer.

(b) By Buyer. Buyer shall deliver to Seller:

(i) the Purchase Price by wire transfer of immediately available funds to an account designated in writing by Seller to Buyer prior to the Closing Date;

(ii) The Escrow Release Letter, duly executed by Buyer;

(iii) The Assignment and Assumption Agreement, duly executed by Buyer, whereby Buyer shall assume the obligations under the Assigned Contracts to be assumed by Buyer pursuant to the terms of this Agreement;

(iv) The Buyer Closing Certificate; and

(v) Such assumption agreements and other instruments and documents as are required to make, confirm, and evidence Buyer's assumption of and obligation to pay, perform, or discharge Seller's obligations under the Assigned Contracts to the extent the same are to be assumed by Buyer pursuant to the terms of this Agreement.

9.4. Other Documents and Acts. The parties will also execute such other documents and perform such other acts, before and after the Closing Date, as may be necessary for the complete implementation and consummation of this Agreement.

## 10. SURVIVAL; INDEMNIFICATION.

10.1 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is twelve (12) months from the Closing Date; *provided, however*, that the limitations contained in this Section 10.1 shall not apply with respect to (i) the representations and warranties set forth in Sections 4.1, 4.2, 4.4, 4.9 5.1, 5.2, and 5.3, (ii) any breach of any covenant contained in this Agreement or (iii) any claim based upon fraud or intentional misrepresentation of any Party. None of the covenants or other agreements contained in this Agreement shall survive the Closing Date other than those which by their terms contemplate performance after the Closing Date, and each such surviving covenant and agreement shall survive the Closing for the period contemplated by its terms. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of such survival period and such claims shall survive until finally resolved.

10.2 Indemnification by Seller. Subject to the other terms and conditions of this Article 10, Seller shall indemnify Buyer against, and shall hold Buyer harmless from and against, any and all Losses incurred or sustained by, or imposed upon, Buyer based upon, arising out of, with respect to or by reason of:

- (a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement;
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement;
- (c) any Excluded Asset or any Excluded Liability;
- (d) any Third-Party Claim based upon, resulting from or arising out of the business, operations, properties, assets or obligations of Seller (other than the Purchased Assets and the Assumed Liabilities) conducted, existing or arising on or prior to the Closing Date;
- (e) any fraud or intentional misrepresentation by Seller.

10.3 Indemnification by Buyer. Subject to the other terms and conditions of this Article 10, Buyer shall indemnify Seller against, and shall hold Seller harmless from

and against, any and all Losses incurred or sustained by, or imposed upon, Seller based upon, arising out of, with respect to or by reason of:

- (a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement;
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement; or
- (c) any Assumed Liability;
- (d) Buyer's operation of the Station subsequent to Closing (including, but not limited to, any and all claims, liabilities and obligations arising or required to be performed on or after the Closing under the Agreements);
- (e) any transaction entered into by Buyer or arising in connection with the Station or the operation of the Station subsequent to the Closing; or
- (f) any fraud or intentional misrepresentation by Buyer.

10.4 Indemnification Procedures. The party making a claim under this Article 10 is referred to as the "**Indemnified Party**", and the party against whom such claims are asserted under this Article 10 is referred to as the "**Indemnifying Party**".

(a) If any Indemnified Party receives notice of the assertion or commencement of any action, suit, claim or other legal proceeding made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a representative of the foregoing (a "**Third-Party Claim**") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third-Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third-Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense. In the event that the Indemnifying Party assumes the defense

of any Third-Party Claim, subject to Section 10.4(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third-Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right, at its own cost and expense, to participate in the defense of any Third-Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party elects not to compromise or defend such Third-Party Claim or fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, the Indemnified Party may, subject to Section 10.4(b) pay, compromise, defend such Third-Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third-Party Claim. Seller and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any Third-Party Claim, including making available records relating to such Third-Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third-Party Claim.

(b) Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third-Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed), except as provided in this Section 10.4(b). If a firm offer is made to settle a Third-Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third-Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten (10) Business Days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third-Party Claim and, in such event, the maximum liability of the Indemnifying Party as to such Third-Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third-Party Claim, the Indemnifying Party may settle the Third-Party Claim upon the terms set forth in such firm offer to settle such Third-Party Claim. If the Indemnified Party has assumed the defense pursuant to this Section 10.4(b) it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed).

(c) Any claim by an Indemnified Party on account of a Loss which does not result from a Third-Party Claim (a "**Direct Claim**") shall be asserted by the

Indemnified Party giving the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. During such 30-day period, the Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Indemnified Party's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 30-day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

10.5 Limitation of Liability. Notwithstanding anything set forth in Section 10.1 or Section 10.2 to the contrary: (a) the maximum aggregate liability of Seller or Buyer, as the case may be, pursuant to Section 10.2 or Section 10.3, as applicable, shall not exceed an amount equal to ten percent (10%) of the Purchase Price; and (b) any claim for indemnification under Section 10.2 or Section 10.3, as the case may be, shall be made by notice to Seller Party or Buyer, as applicable, on or before the 24-month anniversary of the Closing Date.

## 11. REMEDIES; RISK OF LOSS.

11.1 Seller's Remedies. Buyer recognizes that if the Transaction is not consummated as a result of Buyer's default, Seller would be entitled to compensation. The parties agree, therefore, in the event of a material breach or threatened breach by Buyer of its representations and obligations hereunder, not cured within thirty (30) days after written notice to that effect from Seller, Seller shall have the right, if it is not in default hereunder, to terminate this Agreement by written notice to Buyer. In such event that Seller terminates the Agreement pursuant to this Section 11.1, Seller shall retain the Escrow Deposit pursuant to Section 3.1(a) as liquidated damages as its sole damages for Buyer's default.

11.2 Buyer's Remedies. Seller agrees that the Assets include unique property that cannot be readily obtained on the open market and that Buyer would be irreparably injured if this Agreement is not specifically enforced after default. The parties agree, therefore, that in the event of a breach by the Seller of its representations and obligations hereunder, not cured within thirty (30) days after written notice to that effect from Buyer, Buyer shall be entitled to, in addition to all other remedies that may be available to it, bring an action to enforce the terms of this agreement by a decree of specific performance, it being agreed that Buyer may not be fully compensated for its loss through money damages alone.

11.3 Risk of Loss. The risk of loss or damage to the Assets shall be upon Seller at all times prior to the Closing. In the event of material loss or material damage, Seller shall use all commercially reasonable efforts to repair, replace, or restore the lost or damaged property to its former condition as soon as commercially practical. If such repair, replacement, or restoration has not been completed prior to the Closing Date, Buyer may, at its option:

(a) elect to consummate the Transaction in which event Seller shall assign to Buyer all of Seller's rights to insurance proceeds related to such casualty under any applicable insurance policies;

(b) elect to postpone the Closing Date, with prior consent of the Commission, if necessary, which consent both parties will use all reasonable efforts to obtain, for such reasonable period of time not to exceed sixty (60) days as is necessary for Seller, if Seller so elects in its sole discretion to repair, replace, or restore the lost or damaged property to its former condition; or

(c) after the expiration of such extension period, if the lost or damaged property has not been adequately repaired, replaced, or a restored, Buyer may terminate this Agreement, and the parties shall be released and discharged from any further obligation hereunder.

## 12. TERMINATION.

12.1 Termination. This Agreement may be terminated at any time prior to Closing:

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

(b) By Buyer by written notice to Seller if:

(i) Buyer is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform

any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article 7 and such breach, inaccuracy or failure cannot be cured by Seller by June 1, 2023 (the “**Drop Dead Date**”); or

(ii) any of the conditions set forth in Section 8.1 or Section 8.2 shall not have been fulfilled by the Drop Dead Date, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing.

(c) By Seller by written notice to Buyer if:

(i) Seller is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article 7 and such breach, inaccuracy or failure cannot be cured by Buyer by the Drop Dead Date; or

(ii) any of the conditions set forth in Section 8.1 or Section 8.3 shall not have been fulfilled by the Drop Dead Date, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(d) By Buyer or Seller in the event that:

(i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited; or

(ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

**12.2 Effect of Termination.** In the event of the termination of this Agreement in accordance with this Article 12, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

(a) as set forth in this Article 12 and Article 13; and

(b) that nothing herein shall relieve any party hereto from liability for any intentional breach of any provision hereof.

13. GENERAL PROVISIONS.

13.1 Brokerage. The parties represent and warrant to each other that other than, Sterling BCG LLC, is no person is entitled to any fee as a broker or finder in connection with the Transaction and agree to indemnify and hold each other harmless against any claim from any other broker or finder based upon any agreement, arrangement, or understanding alleged to have been made by the indemnifying party.

13.2 Expenses. Except as otherwise provided herein, all expenses involved in the preparation and consummation of this Agreement shall be borne by the party incurring the same whether or not the Transaction is consummated. All Commission filing fees for the Assignment Application(s), all recording costs for instruments of transfer, and all stamp, sales, use and transfer taxes shall be paid by Buyer, as set forth in Section 6.5.

13.3 Notices. All notices, requests, demands, and other communications pertaining to this Agreement shall be in writing and shall be deemed duly given when delivered personally (which shall include delivery by Federal Express or other nationally recognized, reputable overnight courier service that issues a receipt or other confirmation of delivery) to the party for whom such communication is intended, or three (3) Business Days after the date mailed by certified or registered U.S. mail, return receipt requested, postage prepaid, or sent *via* facsimile addressed as follows (or to such other address designated in writing upon due notice to the other party):

<p><b>IF TO BUYER:</b></p> <p><b>Bridge News LLC</b>  38955 Hills Tech Dr.  Farmington Hills, MI 48331  <b>Attn.:</b> President</p> <p>With a copy to (but shall not constitute notice):</p> <p>Alan Gocha, Esq.  Oakland Law Group, PLLC  38955 Hills Tech Dr.  Farmington Hills, MI 48331  <a href="mailto:agocha@oaklandlawgroup.com">agocha@oaklandlawgroup.com</a></p>	<p><b>IF TO SELLER:</b></p> <p><b>Azteca Broadcasting Corp.</b>  4215 West 4000 South  West Haven, UT 84401</p> <p>With a copy to (but shall not constitute notice):</p> <p>Mary N. O'Connor, Esq.  Wilkinson Barker Knauer, LLP  1800 M St., N.W.  Suite 800N  Washington, DC 20036  <a href="mailto:moconnor@wbklaw.com">moconnor@wbklaw.com</a></p>
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and

Dan J. Alpert, Esq.  
The Law Office of Dan J. Alpert  
2120 21st Rd. N  
Arlington, VA 22201  
[dja@commlaw.tv](mailto:dja@commlaw.tv)

Any party may change its address for notices by notice to the others given pursuant to this Section 12.

13.4 Exclusive Dealings. For so long as this Agreement remains in effect, neither Seller, nor any person acting on Seller's behalf shall, directly or indirectly, solicit or initiate any offer from, or conduct any negotiations with, any person other than Buyer or Buyer's assignee(s) concerning the acquisition of the Station.

13.5 Waiver. Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by any other of any provision of this Agreement shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

13.6 Assignment. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

13.7 Entire Agreement. This Agreement and Schedules hereto (which are incorporated by reference herein), constitute the entire agreement between the parties with respect to the subject matter hereof and referenced herein, supersede and terminate any prior agreements between the parties (written or oral). This Agreement may not be altered or amended except by an instrument in writing signed by all parties hereto.

13.8 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures on each such counterpart were on the same instrument.

13.9 Severability. If any one or more of the provisions contained in this Agreement should be found invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law.

13.10 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to the choice of law rules utilized in that jurisdiction.

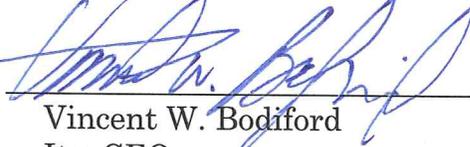
13.11 Effectiveness. This Agreement shall become effective immediately upon execution by each of the parties hereto.

[Signature page follows]

**SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their duly authorized principals on the day and year first above written.

**Bridge News LLC**

By:   
\_\_\_\_\_  
Vincent W. Bodiford  
Its: CEO

**Azteca Broadcasting Corporation**

By:   
\_\_\_\_\_  
Rolando Collantes  
Its: President