

Asset Purchase Agreement

This Asset Purchase Agreement, dated as of December 17, 2012 (this "**Agreement**"), is between Del Caribe Orlando, LLC, a Florida limited liability company with offices at 426 South River Road, Tryon, NC 28782 ("**Seller**"), and TMA TIG LLC, a Florida limited liability company with offices at 1728 Coral Way, Miami, Florida 33145 ("**Buyer**"). Capitalized terms used herein and not otherwise defined have the meanings set forth in Article 10.

Recitals

A. Seller owns and operates a digital low power television broadcast station in Orlando known as Station WATV-LD (Channel 47) (the "**Station**") under certain licenses, authorizations and approvals (the "**FCC Authorizations**") issued by the Federal Communications Commission (the "**FCC**").

B. Subject to the terms and conditions set forth herein, Seller wants to transfer to Buyer, and Buyer wants to acquire from Seller, the FCC Authorizations and the other assets and properties used or held for use in 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 parties hereto, intending to be legally bound, hereby agree as follows:

Article I: Sale and Purchase

1.1. Studio and Broadcasting Equipment. Seller will grant, convey, sell, assign, transfer and deliver to Buyer at the First Closing, Seller's entire interest in the equipment listed in the invoice attached hereto as Schedule A and incorporated herein by reference as if set forth in full (the "**Equipment**").

1.2. Remaining Station Assets. Seller will grant, convey, sell, assign, transfer and deliver to Buyer at the Second Closing, Seller's entire interest in the following properties, assets, privileges, rights, interests and claims, except Excluded Assets, principally used or held for use in the business and operations of the Station (collectively, the "**Remaining Station Assets**"):

(a) Licenses and Authorizations. All FCC Authorizations, including all rights in, and to, the call letters of the Station and any variations thereof, and all the FCC Authorizations listed and described on Schedule B and all applications therefor, together with any renewals or extensions thereof and additions thereto. The assignment to Buyer of the FCC Authorizations is subject to the prior grant of approval and consent to such assignment by the Federal Communications Commission ("FCC") pursuant to application therefor by the parties hereto.

(b) Tangible Personal Property. With the exception of the Equipment, all of Seller's current and hereinafter acquired interests in all equipment, electrical devices, antennas, cables, vehicles, furniture, fixtures, towers, office materials and supplies, hardware, tools, spare parts, and other tangible personal property of every kind and description, located at, in, or on the Real Property, as defined in Section 1.3(f), or principally used, or held for, use in connection with the business and operations of the Station, and any additions and improvements thereto, less any diminutions therefrom between the date hereof and the Second Closing Date (collectively, the "**Tangible Personal Property**").

(c) Time Sales Agreements. All orders and agreements entered into for the sale of advertising time on the Station for cash, trade, or barter that exist on the Second Closing Date, and all other orders or agreements pertaining to the sales of advertising or promotions of any nature for cash, trade, or barter that exist on the Second Closing Date pertaining exclusively to Station (collectively, "**Time Sales Agreements**").

(d) Contracts. Subject to Section 1.4(f), those contracts and agreements used exclusively in connection with the business and operations of the Station that are listed and described on Schedule C (such contracts and agreements and any other contracts and agreements executed and delivered by Seller after the date hereof and before the Second Closing under the terms and provisions hereof, collectively, the "**Contracts**").

(f) Files and Records. All FCC logs and other records that relate to the operation of the Station, and all Seller's files and other records relating to the business and operations of the Station (other than duplicate copies of such files), including all schematics, blueprints, engineering data, customer lists, reports, specifications, projections, statistics, promotional graphics, original art work, mats, plates, negatives and all other advertising, marketing or related materials, and all other technical information concerning the Station.

(g) Claims. All claims and rights against third parties if, and to the extent that, they relate to the business and operations of the Station, including all rights under manufacturers' and vendors' warranties.

(h) Prepaid Items. All deposits, prepaid expenses and prepaid taxes, subject to proration under Section 1.6, relating to the business and operations of the Station. Notwithstanding the foregoing, at the Second Closing, the Nine Thousand Six Hundred Dollar (\$9,600.00) security deposit (the "Security Deposit") that Seller had previously paid to the Station landlord, Oakville Tower Holdings, LLC (the "Landlord"), shall be assigned in whole to Buyer. Upon such assignment, Buyer shall reimburse that portion of the Security Deposit which Landlord does not seek to withhold from the Seller pursuant to the Lease Agreement between the Landlord and Seller dated as of November 11, 2009 (and all amendments and addendums thereto).

(i) Goodwill. All goodwill in, and going concern value of, the Station.



1.3. Excluded Assets. At the Second Closing, the following assets will be excluded from the Station Assets and retained by Seller to the extent they exist on the Second Closing Date (collectively, the "**Excluded Assets**");

(a) All cash, cash-in-transit, cash equivalents, prepaid taxes, subject to proration under Section 1.6, securities, certificates of deposit, and other investments;

(b) All accounts receivable, and any evidences thereof, relating to the Station as of the Second Closing Date (the "**Receivables**");

(c) Any duplicate records that relate to the Station and all books and records that relate to Seller's organization, existence or capitalization;

(d) All Seller's interests in all land, leaseholds, rights-of-way and other interests of every kind in and to the real property and buildings located at 13400 South Orange Avenue, Orlando, Florida, and any additions and improvements thereto (collectively, the "**Real Property**").

1.4. Liabilities.

(a) At the First Closing, Seller will sell and convey the Equipment to Buyer free and clear of all liens, other than Permitted Liens.

(b) At the Second Closing, Seller will sell and convey to Buyer the Remaining Station Assets to Buyer free and clear of all liens, other than Permitted Liens.

(c) After the First Closing, Buyer will assume and undertake to pay, discharge, perform and be liable for all obligations relating to the Equipment for the period beginning on or arising out of events occurring after 12:01 a.m. on the First Closing Date with respect to the ownership, use and operation of the Equipment.

(d) After the Second Closing, Buyer will assume and undertake to pay, discharge, perform and be liable for all obligations relating to the Station for the period beginning on or arising out of events occurring after 12:01 a.m. on the Second Closing Date (i) with respect to the ownership, use and operation of the Remaining Station Assets and (ii) under any and all Contracts assigned by Seller hereunder (collectively, the "**Assumed Liabilities**"), and Buyer agrees to indemnify and hold Seller and its affiliates, successors and assigns harmless from and against any and all Assumed Liabilities under Article 9.

(e) Except for the Assumed Liabilities or as otherwise expressly assumed by Buyer hereunder, Seller retains and will pay, perform and discharge all payment obligations, performance obligations and liabilities, whether fixed, contingent, liquidated, unliquidated, matured, unmatured, asserted or unasserted, of Seller (collectively, "**Retained Liabilities**") as they become due, without any charge or cost to Buyer, and Seller agrees to indemnify and hold Buyer and its successors and assigns harmless from and against any and all Retained Liabilities under the terms of Article 9.



(f) If any Contract requires the consent of third parties for assignment, but such consent has not been obtained as of the Second Closing Date, then Buyer may elect to assume Seller's obligations under such Contract for the period after the Second Closing during which Buyer receives the benefits to which Seller is currently entitled under such Contract ("**Consent-Pending Contracts**"). Such Consent-Pending Contracts are set forth in Schedule D and will be treated as an assumed contract for purposes of this Agreement, and Buyer will be responsible for the financial obligations under such Consent-Pending Contracts to the extent arising on and after the Second Closing Date. Seller will not assign any such Consent-Pending Contracts to Buyer unless and until the consent from the third party is actually received. Buyer and Seller will cooperate with one another to provide Buyer the benefits of such Consent-Pending Contracts, until the assignment thereof by Seller to Buyer following receipt of the necessary third-party consents. If Buyer does not so elect to receive the benefits of a Contract for which the third-party consent to the assignment thereof has not been obtained, Buyer will not be responsible for the performance thereof, and such Contract will not be treated as an assumed contract hereunder, until the necessary third party consent to the assignment thereof by Seller to Buyer is received. If within 180 days after the Second Closing Date, any necessary third party consent will be received by Seller to a Consent-Pending Contract for which a third-party consent has not been obtained, such Consent-Pending Contract will be assigned to and assumed by Buyer, effective as of the date of the third-party consent to the assignment thereof. If Seller does not receive the necessary third-party consent for any Consent-Pending Contract within such 180-day period, that Consent-Pending Contract will not be assigned to Buyer, and will be treated as a contract not to be assumed by Buyer, and Seller will remain responsible therefor.

1.5. Purchase Price.

(a) Equipment Purchase Price; Method of Payment. The aggregate purchase price for the Equipment shall be One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00), the total sum of which shall be due and payable to Seller by wire transfer or cashier's check at the time of the First Closing ("**Equipment Purchase Price**"). During the First Due Diligence Period, Buyer may, at Buyer's sole discretion: (a) return any or all of the items set forth in Schedule A and receive a full refund from Seller for those particular items; or (b) negotiate with Seller in good faith to adjust the purchase price for any or all of the items set forth in Schedule A and receive a partial refund therefor.

(b) Remaining Station Assets Purchase Price; Method of Payment. The aggregate purchase price for the Remaining Station Assets (the "**Remaining Assets Purchase Price**") shall be Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00), plus or minus the Second Closing Date Adjustment, Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) of which is due and payable by wire transfer or cashier's check as a down payment (the "**Down Payment**") upon execution of this Agreement. The Down Payment shall not be held in escrow, and shall be immediately available to Seller upon its receipt (subject to the terms of the Local Marketing Agreement between Buyer and Seller). Upon the Second Closing, Buyer will pay Seller the balance of the Purchase Price (\$275,000.00, as



adjusted) by cashier's check or by wire transfer of immediately available funds to the account Seller directs.

(c) Liquidated Damages. If the Second Closing does not occur solely as a result of the Buyer's breach, the parties acknowledge that Seller is likely to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty, and that liquidated damages in the amount of the Down Payment represents a fair, reasonable and appropriate estimate of actual damages, including lost opportunity costs, Seller may suffer. If this Agreement is terminated for any reason other than the Buyer's breach, the Down Payment (less any amount credited to Buyer per the Local Marketing Agreement between Buyer and Seller) shall be returned to Buyer immediately upon termination.

(d) Allocation of Purchase Price. On or before the Second Closing Date, Buyer and Seller will allocate the Remaining Assets Purchase Price under the respective fair market values of the Remaining Station Assets and the goodwill being purchased and sold under the requirements of Section 1060 of the Code. The allocation will be determined by mutual agreement of the parties, and on or before the Second Closing Date, the parties will execute and deliver an agreement setting forth the allocation of the Remaining Assets Purchase Price. Buyer and Seller each will file its federal income tax returns and its other tax returns reflecting such allocation. The parties will adjust this allocation after the Second Closing Date to reflect any prorations and adjustments made after the Second Closing under Section 1.6.

1.6. Adjustments. Subject to the Local Marketing Agreement between Buyer and Seller, the operation of the Station and the income and normal operating expenses attributable thereto until the Second Closing Date (the "**Adjustment Date**") will be for the account of Seller and thereafter for the account of Buyer, and, if any income or expense is properly allocable or credited, then it will be allocated, charged or prorated accordingly. Expenses for goods or services received both before and after the Adjustment Date, power and utilities charges, frequency discounts, prepaid Time Sales Agreements, and rents and similar prepaid and deferred items (but excluding rent deposits) will be prorated as of the Adjustment Date under generally accepted accounting principles. All special assessments and similar charges imposed against real and personal property in respect of any period of time before the Adjustment Date, whether payable in installments or otherwise, will be the responsibility of Seller, and amounts payable with respect to such special assessments, charges or liens in respect of any period of time beginning on and after the Adjustment Date will be the responsibility of Buyer, and such charges will be adjusted as required hereunder. To the extent that any of the foregoing prorations and adjustments cannot be determined as of the Second Closing Date, Buyer and Seller will conduct a final accounting and make any further payments, as required on a date mutually agreed upon, within 90 days after the Closing.

1.7. First Closing. The consummation of the sale and purchase of the Equipment (the "**First Closing**") will take place on December 17, 2012, or a date, at a time and at such place mutually agreeable to Buyer and Seller (the "**First Closing Date**").

1.8. Second Closing. The consummation of the sale and purchase of the Remaining Station Assets (the "**Second Closing**") will take place on a date, at a time and at such place mutually agreeable to Buyer and Seller after the FCC Consent, as defined in Section 4.4(a), is granted and has become Final, as defined in Section 4.4(b), but in no event later than the earlier of (a) six months after the date hereof or (b) ten Business Days after the date the FCC Consent becomes Final, in any case subject to the satisfaction or waiver of the last of the conditions required to be satisfied or waived under Article 6 or 7 (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing) (the "**Second Closing Date**"). Alternatively, the Closing may take place at such other place, time or date as the parties mutually agree in writing.

Article 2: Representations and Warranties of Seller

Seller represents and warrants to Buyer as follows.

2.1 Company Status. Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Florida. Seller is duly qualified to do business and is in good standing in such states in which the failure to so qualify would have a material adverse effect on the business of the Station. Seller has the requisite power to carry on the business of the Station as it is now being conducted and to own and operate Station, and it has the requisite power to enter into and complete the transactions contemplated hereby.

2.2 Authority. All actions necessary to be taken by or on the part of Seller in connection with the transactions contemplated hereby have been duly and validly taken, and this Agreement has been duly and validly authorized, executed, and delivered by it and constitutes its legal, valid and binding obligation, enforceable against Seller under its terms.

2.3 No Conflict. Except for the requirement of any necessary third-party consents to the assignment to Buyer of the Contracts, and subject to the receipt of the consents and approvals referenced in Sections 4.4 including the FCC Consent Seller's execution, delivery and performance of this Agreement does not, and its performance of its obligations hereunder will not, (a) conflict with or violate its operating agreement, (b) conflict with or violate (or constitute an event which with notice or lapse of time or both would become a conflict with or violation of) Law or Order applicable to Seller or by which any of its property or assets is bound or affected, or (c) result in any breach of or constitute a default (or any event which with notice or lapse of time or both would become a default) under, result in the loss of a material benefit under, or give to others any right of termination, amendment, acceleration or cancellation of, or result in the creation of a lien or other encumbrance on any property or asset of Seller under, any contract or agreement to which Seller is a party or by which it is bound, or by which Seller, the Station, the Equipment, or any of the Remaining Station Assets may be affected.

2.4 Commitments. Seller is not a party to or bound by any written, oral or implied contract, agreement or lease with respect to the operation of the Station, the



Equipment, or the Remaining Station Assets, except (a) the Time Sales Agreements and the Contracts, (b) any contracts that are Excluded Assets, and (c) any contract terminable upon 30 days' notice without cost or penalty, or involving a commitment of less than \$5,000.

2.5 No Breach. As of the date of execution of this Agreement, Seller will not be in violation or breach of, or taken any action or inaction which with notice or lapse of time or both would become a violation or breach of, result in the loss of a material benefit under, or give to others any right of termination, amendment, acceleration or cancellation of, any of the terms, conditions or provisions of any Real Property lease, Contract, or Order relating to or affecting the Station, or Equipment or the Remaining Station Assets to which Seller is a party or by which it is bound. The Contracts and Real Property lease of the Station premises are assignable to Buyer without consent, or, if consent of the other contracting party to the assignment is required, Seller will use commercially reasonable efforts to secure such consents before the Second Closing Date.

2.6 Taxes. Seller has filed all material federal, state, and local Tax returns required to be filed by it through the date hereof and will timely file all Tax returns required at or before the First Closing and Second Closing. Such reports and returns are, and will be, true, correct and complete in all material respects. Seller has paid and discharged all Taxes due from it, other than such Taxes that are being contested in good faith by appropriate proceedings and are adequately reserved for. Seller has not been advised that any of its Tax returns have been, or are being, audited, and neither the Internal Revenue Service nor any other taxing authority or agency, domestic or foreign, is now asserting, or, to Seller's knowledge, threatening to assert against Seller any deficiency or material claim for additional Taxes. Moreover, Seller has no knowledge of any facts on the basis of which taxing authorities could assert deficiencies or claims described in the preceding sentence. Seller has withheld or paid over to the appropriate governmental authorities or are properly holding for such payment all Taxes required by law to be withheld or collected. There are no material liens for Taxes upon the assets of Seller other than liens for current Taxes not yet due and payable and liens for Taxes that are being contested in good faith by appropriate proceedings. As used herein, the terms "Tax" means (i) any income, alternative, or add-on minimum tax, gross income, gross receipts, franchise, profits, including estimated taxes relating to any of the foregoing, or other similar tax or other like assessment or charge of similar kind whatsoever, (ii) any sales, use, *ad valorem*, business license, withholding, payroll, employment, excise, stamp, transfer, recording, occupation, premium, property, value added, custom duty, severance, windfall profit tax, license, or other tax, governmental fee or other similar assessment or charge, and (iii) any interest and any penalty, addition to tax or additional amount imposed by any Governmental or Regulatory Authority responsible for the imposition thereof.

2.7 Licenses. Seller holds the FCC Authorizations described on Schedule B, which constitute all the licenses and authorizations required under the Communications Act of 1934, as amended (the "**Communications Act**"), or the rules and regulations of the FCC for, and used in the operation of, the Station. The FCC Authorizations are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending or, to Seller's knowledge, threatened any action by or before



the FCC to revoke, suspend, cancel, rescind or modify any of the FCC Authorizations (other than proceedings to amend FCC rules of general applicability), and there is not now issued or outstanding or pending or, to the best knowledge of Seller, threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint against Seller with respect to the Station. Seller has operated the Station in compliance, in all material respects, with the FCC Authorizations, the Communications Act and the rules and regulations of the FCC. The station is now silent, and FCC authority requesting Special Temporary Authority to continue such status has been filed.

2.8 Additional FCC Matters.

(a) All material reports and filings required to be filed with the FCC by Seller with respect to the Station have been filed. All such reports and filings are accurate and complete in all material respects. With respect to the Station, Seller is operating only those facilities for which appropriate FCC Authorizations have been obtained and are in effect, and Seller is meeting the conditions of each such FCC Authorization.

(b) Seller is aware of no facts indicating that it is not in compliance in any material respect with all requirements of the FCC, the Communications Act, or any other applicable Laws with respect to the Station. Seller is aware of no facts, and Seller has received no notice, or communication, formal or informal, indicating that the FCC is considering revoking, suspending, cancelling, rescinding or terminating any FCC Authorization.

(c) The operation of the Station does not cause or result in exposure of workers or the general public to levels of radio frequency radiation in excess of the **"Radio Frequency Protection Guides"** recommended in **"American National Standard Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields 3 kHz to 300 GHz"** (ANSI/IEEE C95.1-1992), issued by the American National Standards Institute, and renewal of any FCC Authorization would not constitute a **"major action"** within the meaning of Section 1.1301, et seq., of the FCC's rules.

(d) Seller is qualified under the Communications Act and the existing rules and regulations of the FCC to hold the FCC Authorizations. Seller knows of no reason why the FCC will not grant the FCC Consent, unconditionally, or process the application therefor in the ordinary course, and to Seller's knowledge, there is no threatened challenge to such application. To Seller's knowledge, there are no facts that would disqualify Seller as assignor of any FCC license for the Station.

2.9 Approvals and Consents. Except as disclosed herein, Seller's execution, delivery and performance of this Agreement, and Seller's consummation of the transactions contemplated hereby, will not require any consent, permit, license or approval of, or filing with or notice to, any person, entity or Governmental or Regulatory Authority under any provision of Law applicable to Seller or any Contract or Real Property lease to which Seller is a party, except as contemplated by Sections 4.4.



2.10 Equipment and Remaining Station Assets. The Equipment and Remaining Station Assets constitute all the assets necessary to conduct the present operations of the Station. Schedule A contains a description of all items constituting the "Equipment" and Schedule D contains a description of all material items of the Tangible Personal Property, and (a) Seller has good and valid title to such Equipment and Tangible Personal Property, free and clear of all Liens, other than Permitted Liens, and (b) all of such Equipment and Tangible Personal Property are in good operating condition and repair, are functioning in the manner and for the purposes for which they were intended, have been maintained under industry standards, and do not require any significant repairs, other than normal routine maintenance.

2.11 Environmental Matters.

(a) As used herein, (i) the term "**Environmental Laws**" means all state, federal, and local statutes, regulations and ordinances relating to the protection of human health and the environment, and (ii) the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste, including those substances, materials, pollutants, contaminants and wastes listed in the United States Department of Transportation Hazardous Materials Table [49 C.F.R. § 172.101] or by the United States Environmental Protection Agency as hazardous substances [40 C.F.R. Part 302, as amended], petroleum products (as defined in Title I to the Resource Conservation and Recovery Act, 42 U.S.C. § 6991-6991(i)) and their derivatives, polychlorinated biphenyls, and such other substances, materials, pollutants, contaminants and wastes as become regulated or subject to cleanup authority under any Environmental Laws.

(b) Seller represents and warrants that:

(i) all activities of the Station or of Seller with respect to the Station, and the Real Property, including repairs or construction of any improvements, manufacturing, processing or handling of any materials, and discharges to the air, soil, surface water, or groundwater, have been and are being conducted in material compliance with all Environmental Laws;

(ii) Seller has no knowledge of the release or presence of any Hazardous Material on, in, from, or onto the Real Property requiring remediation under any Environmental Law;

(iii) except for *de minimis* amounts in the ordinary course of business and not in violation of any Environmental Laws, Seller has not generated, manufactured, refined, transported, stored, handled, disposed of or released any Hazardous Material on the Real Property, nor has Seller or the Station permitted the foregoing;

(iv) Seller has obtained all approvals and caused all notifications to be made with respect to the Station as required by Environmental Laws;



(v) Seller has not received any notice of any violation of any Environmental Laws with respect to the Station, the Equipment, or the Remaining Station Assets;

(vi) no action has been commenced or threatened regarding Seller's compliance with any Environmental Laws with respect to the Station, the Equipment or the Remaining Station Assets, or any Hazardous Materials on or about the Real Property owned by Seller or, to Seller's knowledge, any Hazardous Materials on or about the Real Property leased by Seller;

(vii) no action has been commenced or threatened regarding the presence of any Hazardous Materials on or about the Real Property owned by Seller or, to Seller's knowledge, any Hazardous Materials on or about the Real Property leased by Seller; and

(viii) no Hazardous Materials are present in any medium at the Station or at the Real Property or in connection with the operations of the Station, the Equipment, or the Remaining Station Assets requiring investigation or remediation under any Environmental Law.

(c) Seller has not, and will not, release or waive the liability of any previous owner, lessee, or operator of the Station or any party who may be potentially responsible for the presence or removal of Hazardous Material on or about the Station. Seller has no indemnification obligation regarding Hazardous Material with respect to the Station, the Equipment, or the Remaining Station Asset to any party.

(d) In the manner, and to the extent, provided in Article 9, Seller agrees to defend, indemnify, and hold harmless Buyer from and against all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including sums paid in settlement of claims, and reasonable attorney, consultant and expert fees) that are imposed on, paid by, or asserted against Buyer, its successors or assigns, by reason or on account of, or in connection with, or arising out of (A) the presence of Hazardous Material in the soil, groundwater, or soil vapor at or about the Station, or (B) the migration of any Hazardous Material from or onto the Station, or (C) the violation of any Environmental Law with respect to the Station, the Equipment or the Remaining Station Assets, and, with respect to clauses (A), (B) and (C) above, that existed on or before the Second Closing Date. This indemnification includes reasonable costs incurred in connection with any of the following:

(i) any investigative or remedial action required by any Governmental or Regulatory Authority involving the presence of Hazardous Material on or about the Property or releases of Hazardous Material from the Property;

(ii) any allegations made by any Governmental or Regulatory Authority or any private citizen or entity or group of citizens or entities as to the violation of any Environmental Laws involving the Property or the operations conducted thereon; or

(iii) any injury or harm of any type to any person or entity or damage to any property arising out of, in connection with, or in any way relating to (A) the generation,



manufacture, refinement, transportation, treatment, storage, recycling, disposal or release, or other handling of Hazardous Material on or about the Property or under the operations conducted thereon, (B) the violation of any Environmental Laws with respect to the Station, the Equipment or the Remaining Station Assets, or (C) the contamination of the Property.

2.12 Compliance with Law. Seller, with respect to the Station, the Equipment, and the Remaining Station Assets, is, in all material respects, in compliance with Environmental Laws, and the requirements of governmental bodies or agencies having jurisdiction over Seller, the operation of the Station, or the use of the properties and assets, including the Equipment and the Remaining Station Assets.

2.13 Insurance. Seller has delivered to Buyer copies of all Seller's insurance policies relating to the Station, the Equipment and the Remaining Station Assets. All such policies are in full force and effect and Seller is not in default of any material provision thereof. Seller has not received notice from any issuer of any such policies of its intention to cancel, terminate or refuse to renew any policy issued by it.

2.14 Employment Matters. Except as disclosed on herein, Seller is not party to any employment agreements or any labor or collective bargaining agreements and there are no collective bargaining agreements, or written or oral agreements relating to the terms and conditions of employment or termination of employment, covering any employees, consultants or agents of the Station. There are no unfair labor practice charges or other employee-related complaints, grievances or arbitrations against Seller pending before the National Labor Relations Board, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, the Department of Labor, or any other Governmental or Regulatory Authority by or concerning Seller's employees. There is no strike, picketing, slowdown or work stoppage by, or concerning, such employees pending against or involving Seller, the Station, the Equipment, or the Remaining Station Assets. To Seller's knowledge, there are no formal organizing activities involving employees of the Station pending with, or, threatened by, any labor organization.

2.15 Litigation. Except as set forth herein, there are no Actions or Proceedings pending against, or, to Seller's knowledge, likely to be threatened against the Station, the Equipment, the Remaining Station Assets, or Seller relating to or affecting the Station, the Equipment, or the Remaining Station Assets, nor, to Seller's knowledge, is there any basis for any such Action or Proceeding. Seller has not been operating under or subject to, or in default with respect to, any Order.

2.16 Brokers. There is no broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement, or the transactions contemplated hereby, as a result of any agreement of, or action taken by, Seller.

2.17 FAA Compliance. The Station is in material compliance with all applicable rules and regulations of the Federal Aviation Administration.



Article 3: Representations and Warranties of Buyer

Buyer represents and warrants to Seller as follows:

3.1 Status. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Florida. Buyer has the requisite power to enter into and complete the transactions contemplated hereby.

3.2 No Conflicts. Subject to the receipt of the consents and approvals referenced in Sections 5.2, Buyer's execution and delivery of this Agreement does not, and the Buyer's performance of its obligations hereunder will not, (a) conflict with or violate Buyer's operating agreement; (b) conflict with or violate (or constitute an event which with notice or lapse of time or both would become a conflict with or violation of) any Law or Order applicable to Buyer or by which any property or asset of Buyer is bound or affected; or (c) result in any breach of or constitute a default (or any event which with notice or lapse of time or both would become a default) under, result in the loss of a material benefit under, or give to others any right of termination, amendment, acceleration or cancellation of, or result in the creation of a lien or other encumbrance on any property or asset of Buyer under, any contract or agreement to which Buyer is a party or by which it is bound, or by which Buyer or any of its assets may be affected, except for such breaches, defaults, losses, rights of termination or encumbrances which individually or in the aggregate would not materially impair the consummation of the transactions contemplated hereby.

3.3 Corporate Action. Any action necessary to be taken by or on the part of Buyer in connection with the transactions contemplated hereby have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered by Buyer and constitutes Buyer's legal, valid and binding obligation, enforceable against Buyer under and subject to its terms.

3.4 Brokers. There is no broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement of or action taken by Buyer.

3.5 Qualification. Buyer is qualified under the Communications Act and the existing rules and regulations of the FCC to hold the FCC Authorizations. Buyer knows of no reason why the FCC will not grant the FCC Consent, as defined in Section 4.4(a), unconditionally, or process the application therefor in the ordinary course, and to Buyer's knowledge, there is no threatened challenge to such application. To Buyer's knowledge, there are no facts which would disqualify Buyer as assignee of any FCC license for the Station.

3.6 Sufficient Funds. Buyer will have available to it on the date the FCC consents to this transaction sufficient fund to enable Buyer to consummate the transaction contemplated hereby, including the First and Second Closings.



3.7 Approvals and Consents. Buyer's execution, delivery and performance of this Agreement and Buyer's consummation of the transactions contemplated hereby will not require any consent, permit, license or approval of, or filing with or notice to, any person, entity or Governmental or Regulatory Authority under any provision of Law applicable to Buyer or any contract, agreement or other instrument to which Buyer is a party or its assets are bound, except as contemplated by Sections 5.2.

3.8 Litigation. There are no Actions or Proceedings pending against, or, to Buyer's knowledge, threatened against Buyer relating to the acquisition, use or ownership of the Station, the Equipment or the Remaining Station Assets, nor, to Buyer's knowledge, is there any basis for any such Action or Proceeding. Buyer is not subject to, or in default with respect to, any Order.

Article 4: Covenants of Seller

Seller covenants and agrees that from the date hereof until the Second Closing it will comply with the following.

4.1 Operation of the Business.

(a) Subject to the Local Marketing Agreement between Buyer and Seller, Seller will (i) continue to carry on the business of the Station and operate the Remaining Station Assets, and keep its books and accounts, records and files in the manner which is usual and ordinary in the broadcast television industry, (ii) operate the Station under the terms of the FCC Authorizations and in compliance in all material respects with all applicable Laws, and all applicable FCC rules and regulations, and (iii) will maintain its FCC Authorizations in full force and effect and timely file and prosecute all necessary applications for extension or renewal of its FCC Authorizations.

(b) Seller will make commercially reasonable efforts to preserve the business organization of the Station intact, retain substantially as at present the Station's employees, consultants and agents, and preserve its relationships with the Station's suppliers, advertisers, customers and others having business relations with it.

(c) Seller will (i) keep all its Equipment and Property in good operating condition (ordinary wear and tear excepted) and repair and maintain adequate and usual supplies of inventory, office supplies, spare parts and other materials as have been customarily maintained in the past, and (ii) use commercially reasonable efforts to preserve intact the Equipment and Remaining Station Assets and maintain in effect its current casualty and liability insurance on the Remaining Station Assets.

(d) Seller will (i) not, by any act or omission, knowingly cause any of its representations and warranties set forth in Article 2 to become untrue or incorrect, and (ii) use commercially reasonable efforts to cause the conditions to Second Closing set forth in



Article 7 to be satisfied, and the transactions contemplated hereby to be consummated, as set forth herein.

(e) Before the Second Closing Date, Seller will not, without Buyer's prior written consent (which will not be withheld or delayed unreasonably):

(i) sell, lease, transfer, or agree to sell, lease or transfer, any of the Remaining Station Assets, except for (1) sales or leases of items which before the Second Closing are replaced by assets of comparable or superior kind, condition and value, (2) disposition of Remaining Station Assets which individually or in the aggregate are not material in value or to the operation of the Station, and (3) disposition or consummation of assets received in exchange for air time under Time Sales Agreements;

(ii) except as set forth herein, enter into, renew or amend any other Contract (including Time Sales Agreements) with respect to the Station or the Remaining Station Assets, which (A) has a term in excess of one year or a financial commitment in excess of \$10,000, or (B) restricts the Station's ability to conduct operations as presently conducted;

(iii) apply to the FCC for any construction permit that would restrict the present operations of the Station, or make any change in any of the buildings, leasehold improvements or fixtures of the Station, except in the ordinary course of business;

(iv) enter into any barter or trade contracts with respect to the Station that are prepaid, except for such contracts in which the obligations of Seller are to be fully performed and satisfied before the Second Closing Date, or enter any contract with an affiliate of Seller, with respect to the Station or the Remaining Station Assets; or

(v) fail to use its commercially reasonable efforts to renew and cause not to expire Seller's interests in any programs, programming materials or elements, or copyrights that are material to the Station's operations.

(f) Seller, as promptly as practicable after the execution and delivery thereof, will deliver to Buyer true and complete copies of each contract and agreement executed and delivered by Seller after the date hereof and before the Second Closing under the terms and conditions hereof.

4.2 Access to Facilities, Files and Records. At Buyer's request, Seller will give or cause to be given, from time to time, Buyer's officers, employees, accountants, counsel, agents, consultants and representatives: (a) full access, during normal business hours and upon reasonable notice, to all facilities, properties, accounts, books, , title papers, insurance policies, licenses, agreements, contracts, commitments, records and files of every character, equipment, machinery, fixtures, furniture, notes and accounts payable and receivable of Seller with respect to the Station; and (b) all such other information concerning the affairs of the Station as Buyer reasonably requests. Seller will cause its accountants and agents in



possession of Seller's books and records with respect to the Station to cooperate with Buyer's requests for information hereunder.

4.3 Representations and Warranties. Seller will notify Buyer promptly upon learning 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 before the date hereof, of any of Seller's representations or warranties contained herein.

4.4 Application for FCC Consent.

(a) As soon as possible **[but in no event later than ten (10) Business Days after the execution of this Agreement]**, Seller will file an application (the "**FCC Application**") with the FCC requesting consent (the "**FCC Consent**") to assign the FCC Authorizations to Buyer. Seller will diligently take all steps that are necessary, proper, or desirable to expedite the prosecution of the FCC Application to a favorable conclusion, and will provide Buyer with copies of any pleadings, orders and other documents served on Seller relating thereto. Seller will furnish all information required by the FCC and will be represented at all FCC meetings or hearings to consider the FCC Application. If there is any question by the FCC or any challenge by any third party regarding the FCC Application or the granting of the FCC Consent, Seller will consult with Buyer before providing any written response to such question or challenge.

(b) For purposes of this Agreement, the term "**Final**" means that action has been taken by the FCC (including action duly taken by the FCC's staff, under delegated authority), which has not been reversed, stayed, enjoined, set aside, annulled or suspended, with respect to which no timely request for stay, petition for rehearing, appeal, *certiorari* or *sua sponte* action of the FCC with comparable effect is pending, and as to which the time for filing any such request, petition, appeal, or *certiorari*, or for the taking of any such *sua sponte* action by the FCC, has expired, or otherwise terminated.

4.5 Notice of Proceedings. Seller will promptly notify Buyer upon: (a) becoming aware of any Order, or any complaint praying for an Order, restraining or enjoining the consummation of this Agreement, or the transactions contemplated hereby; or (b) receiving any notice from any Governmental or Regulatory Authority of its intention (i) to institute an Action or Proceeding to restrain or enjoin, the consummation of this Agreement or such transactions, or (ii) to nullify or render ineffective this Agreement or such transactions if consummated.

4.6 Consummation of Agreement. Subject to the provisions of Section 11.1, Seller (a) will fulfill and perform all conditions and obligations on its part to be fulfilled and performed hereunder; and (b) will not take any action, or fail to take any action, that would make the consummation of this Agreement contrary to the Communications Act, or the rules or regulations of the FCC, or that could adversely affect the granting of the FCC Consent.

4.7 Confidentiality. All information, disclosures, knowledge or facts regarding Buyer or its business or properties to which Seller or its officers, employees, accountants, counsel, agents, consultants or representatives, or any of them, is exposed as a result of the negotiation, preparation or performance of this Agreement will be confidential and will not be (a) used for any purpose other than consummating the transaction contemplated hereby, or (b) divulged, disclosed or communicated to any other Person, except (i) to Seller's employees, attorneys, accountants, investment bankers, investors and lenders, and their respective attorneys, on a need-to-know basis for the purpose of consummating the transactions contemplated hereby, provided such representatives agree to be bound by the terms of this Section 4.7, (ii) with Buyer's express written consent, (iii) to the extent that any such information, disclosures, knowledge or facts are in the public domain other than as a result of disclosure, directly or indirectly, by Seller, or (iv) where required to be disclosed by Law or Order. This Section 4.7 will survive the termination of this Agreement.

Article 5: Covenants of Buyer

Buyer covenants and agrees that from the date hereof until the completion of the Closing it will comply with the following.

5.1 Representations and Warranties. Buyer will give detailed 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 before the date hereof, of any of the representations and warranties of Buyer contained in this Agreement.

5.2 Application for FCC Consent. Buyer will join with Seller in filing the FCC Application, as soon as possible **[but in no event later than ten (10) Business Days after the execution of this Agreement]**. Buyer will diligently take, or cooperate in the taking of, all steps that are necessary, proper or desirable to expedite the prosecution of the FCC Application to a favorable conclusion. Buyer will promptly provide Seller with copies of any pleadings, orders or other documents served on Buyer relating to the FCC Application. Buyer will furnish all information required by the FCC. If there is any question by the FCC or any challenge by any third party regarding the FCC Application or the granting of the FCC Consent, Buyer will not provide any written response to such question or challenge except after consultation with Seller, and Buyer agrees to cooperate with Seller with respect thereto.

5.3 Consummation of Agreement. Subject to Section 11.1: (a) Buyer will fulfill and perform all conditions and obligations on its part to be fulfilled and performed hereunder, and use commercially reasonable efforts to cause the transactions contemplated hereby to be fully carried out; and (b) Buyer will not take any action or fail to take any action that would make the consummation of this Agreement contrary to the Communications Act or the rules or regulations of the FCC or that could adversely affect the granting of the FCC Consent.

5.4 Notice of Proceedings. Buyer will promptly notify Seller in writing upon: (a) becoming aware of any Order or any complaint praying for an Order restraining or enjoining the consummation of this Agreement or the transactions contemplated hereunder; or (b) receiving any notice from any Governmental or Regulatory Authority of its intention (i) to institute an Action or Proceeding to restrain or enjoin, the consummation of this Agreement or such transactions, or (ii) to nullify or render ineffective this Agreement or such transactions if consummated.

5.5 Confidentiality. Any and all information, disclosures, knowledge or facts regarding Seller, the Station and their operation and properties to which Buyer or its officers, employees, accountants, counsel, agents, consultants or representatives, or any of them, is exposed as a result of the negotiation, preparation or performance of this Agreement (including under Sections 4.1 and 4.2) will be confidential and will not be (a) used for any purpose other and consummating the transaction contemplated hereby, or (b) divulged, disclosed or communicated to any other Person, except (i) for Buyer's attorneys, accountants, investment bankers, investors and lenders, and their respective attorneys, on a need-to-know basis, for the purpose of consummating the transactions contemplated hereby, provided such representatives agree to be bound by the terms of this Section 5.5 (ii) with Seller's express written consent, (iii) to the extent that any such information, disclosures, knowledge or facts are in the public domain other than as a result of disclosure, directly or indirectly of Buyer or (iv) where required to be disclosed by Law or Order or other government process. This Section 5.5 will survive the termination of this Agreement.

5.6 Employment Matters. Within 15 days before the Second Closing Date, Buyer will deliver to Seller a schedule identifying each of Seller's employees that Buyer intends to retain upon Second Closing Date.

5.7 Control of Station. Nothing contained herein will give Buyer any right to control, or to hold itself out as controlling, the programming, finances, personnel, operations or any other matter relating to the Station before the Second Closing Date, and, subject to the Local Marketing Agreement between Buyer and Seller, Seller will have complete control of the programming, finances, personnel, operations and all other matters relating to the Station up to the Second Closing Date. Buyer will not issue any instructions to any of the Station's employees, vendors or consultants with respect to the operation or programming of the Station before the Second Closing. Simultaneously with this Agreement, Buyer and Seller shall execute a Local Marketing Agreement, the terms of which shall control the parties' rights and obligations regarding the control of the Station after the execution of this Agreement.

Article 6: Conditions to the Obligations of Seller

Seller's obligations hereunder are, at its option, subject to the fulfillment of the following conditions before or on the Second Closing Date.



6.1 Representations, Warranties and Covenants.

(a) Each of Buyer's representations and warranties contained herein will have been true and correct in all material respects (provided that any representation or warranty that is qualified by a materiality or a material adverse effect qualification will not be further qualified hereby) as of the date when made, and will be deemed to be made again on and as of the Second Closing Date, and will then be true and correct in all material respects (provided that any representation or warranty that is qualified by a materiality or a material adverse effect qualification will not be further qualified hereby), except to the extent changes are permitted or contemplated hereunder.

(b) Buyer will have performed and complied in all material respects with each and every covenant and agreement required hereby to be performed or complied with by it before or on the Second Closing Date.

(c) Buyer will have furnished Seller with a certificate, dated the Second Closing Date and duly executed by an authorized officer of Buyer, to the effect that the conditions set forth in Sections 6.1(a) and (b) have been satisfied.

6.2 Proceedings. No Action or Proceeding by any Governmental or Regulatory Authority or other person will have been instituted to restrain, prohibit or invalidate any of the transactions contemplated hereby, provided that, in the case of any such Action or Proceeding by any other person other than a Governmental or Regulatory Authority, such Action or Proceeding will have a reasonable likelihood of success. Neither party will be subject to any restraining Order restraining or prohibiting the consummation of the transactions contemplated hereby. If such an Action or Proceeding has been instituted, or such a restraining Order is in effect, this Agreement may not be abandoned by Seller under this Section 6.2 before the Second Closing Date, but the Second Closing will be deferred during such period; provided, however, that either party may abandon this Agreement at any time after the Second Closing Date, upon notice to the other party, if such Action or Proceeding remains outstanding.

6.3 FCC Authorizations. Final FCC Consent will have been granted without any condition materially adverse to Seller.

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

Article 7: Conditions to Buyer's Obligations

Buyer's obligations hereunder are subject, at its option, to the fulfillment of the following conditions before or on the Second Closing Date.

7.1 Representations, Warranties and Covenants.

(a) Seller's representations and warranties contained herein will have been true

and correct in all material respects (provided that any representation or warranty that is qualified by a materiality or a material adverse effect qualification will not be further qualified hereby) as of the date when made, and will be deemed to be made again on and as of the Second Closing Date, and will then be true and correct in all material respects (provided that any representation or warranty that is qualified by a materiality or a material adverse effect qualification will not be further qualified hereby), except to the extent changes are permitted or contemplated hereby.

(b) Seller will have performed and complied in all material respects with each and every covenant and agreement required hereby to be performed or complied with by it before or on the Second Closing Date.

(c) Seller will have furnished Buyer with a certificate, dated the Second Closing Date and duly executed by an authorized officer of Seller, to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied.

7.2 Proceedings. No Action or Proceeding by any Governmental or Regulatory Authority or other person will have been instituted to restrain, prohibit or invalidate any of the transactions contemplated hereby, provided that, in the case of any such Action or Proceeding by any person other than a Governmental or Regulatory Authority, such action, suit, proceeding or investigation will have a reasonable likelihood of success. No party hereto will be subject to any Order restraining or prohibiting the consummation of the transactions contemplated hereby. If such an Action or Proceeding has been instituted, or such an Order is in effect, Buyer may not abandon this Agreement under this Section 7.2 before the Second Closing Date, but the Second Closing will be delayed during such period; provided, however, that either party may abandon this Agreement at any time after the Second Closing Date, upon notice to the other party, if such Action or Proceeding remains outstanding.

7.3 FCC Authorizations. Final FCC Consent will have been granted without any conditions materially adverse to Buyer.

7.4 Deliveries. Seller will have complied with its obligations in Section 8.1.

7.5 Third-Party Consents. Seller will have obtained all required third-party consents listed on Schedule D.

Article 8: Closing Deliveries

8.1 Deliveries by Seller. At the First Closing and Second Closing, Seller will deliver to Buyer duly executed by Seller or such other signatory as may be required by the nature of the document:

(a) bills of sale, certificates of title, endorsements, assignments, bargain and sale deeds without covenants and other good and sufficient instruments of sale, conveyance, transfer and assignment, in form and substance reasonably satisfactory to Buyer and



sufficient to sell, convey, transfer and assign the FCC Authorizations, the Equipment, and the Remaining Station Assets to Buyer free and clear of any Liens, other than Permitted Liens, and to quiet Buyer's title thereto;

(b) the consent of the FCC referred to in Sections 4.4 and 5.2 and evidence of compliance by Seller therewith;

(c) certified copies of resolutions, duly adopted by the members of Seller, which will be in full force and effect at the time of the First Closing and Second Closing, authorizing the execution, delivery and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereby; and

(d) the certificate referred to in Section 7.1(c).

8.2 Deliveries by Buyer to Seller. At the Second Closing, Buyer will deliver to Seller:

(a) the balance of the Remaining Assets Purchase Price, which will be paid in the manner specified in Section 1.5;

(b) an instruments of assumption of the Assumed Liabilities, including the Contracts to be assumed by Buyer hereunder, in form and substance reasonably satisfactory to Seller and sufficient to evidence the assumption by Buyer of the Assumed Liabilities;

(c) certified copies of resolutions, duly adopted by the members of Buyer, which will be in full force and effect at the time of the First Closing and Second Closing, authorizing the execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby; and

(d) the certificate referred to in Section 6.1(c).

Article 9: Survival, Indemnification

9.1 Survival. The representations and warranties contained herein (and any indemnification rights with respect thereto), or in any certificate, agreement, or other document or instrument delivered pursuant thereto, will survive (and not be affected in any respect by) the First Closing and Second Closing, any investigation conducted by any party hereto and any information that any party may receive, for a period of six months after the Second Closing Date.

9.2 Basic Provision.

(a) From and after First Closing, Seller (an "**Indemnifying Party**") hereby agrees to indemnify and hold harmless Buyer, the managers, members, directors, shareholders, officers and employees of Buyer and its affiliates, and their respective successors and



assigns (collectively, the "**Buyer Indemnitees**"), from, against and in respect of, and to reimburse the Buyer Indemnitees for, the amount of Seller Deficiencies, as defined in Section 9.3(a).

(b) From and after First Closing, Buyer (an "**Indemnifying Party**") hereby agrees to indemnify and hold harmless Seller, the managers, members, directors, shareholders, officers and employees of Seller and its affiliates, and their respective successors and assigns (collectively, the "**Seller Indemnitees**"), from, against and in respect of, and to reimburse the Seller Indemnitees for, the amount of any Buyer Deficiencies, as defined in Section 9.3(b).

9.3 Definition of Deficiencies.

(a) As used in this Article 9, the term "**Deficiencies**" when asserted by Buyer Indemnitees or arising out of a third party claim against Buyer Indemnitees means, with respect to Seller, all losses, damages, liabilities and claims ("**Losses**") sustained by the Buyer Indemnitees and arising out of, based upon or resulting from:

(i) any misrepresentation, breach of warranty, or any non-fulfillment of any representation, warranty, covenant, obligation or agreement on Seller's part as contained in or made under the Agreement;

(ii) any error contained in any statement, report, certificate or other document or instrument Seller delivered under the Agreement;

(iii) any failure by Seller to pay or perform any obligation relating to Seller, the business or operations of Seller, or the ownership or operation of assets of Seller, including the Retained Liabilities and any obligation relating to the Station, the Equipment, the Remaining Station Assets or the Excluded Assets, that is not expressly assumed by Buyer under this Agreement;

(iv) any Action or Proceeding by any third party, no matter when brought or made, to the extent relating to Seller, other than in respect of the Station, the Equipment or the Remaining Station Assets, the business or operations of Seller, other than in respect of the Station, or the ownership or operation of Seller's assets, other than the Equipment or the Remaining Station Assets, including any Action or Proceeding relating to the Excluded Assets or the Retained Liabilities;

(v) any Action or Proceeding by any third party, no matter when brought or made, to the extent relating to the Seller in respect of the Station, the Equipment or the Remaining Station Assets, the business or operations of the Station, or the ownership or operation of the Equipment or Remaining Station Assets, before the Second Closing Date;

(vi) any failure by Seller to file Tax returns or pay Taxes respecting any period before the Closing Date; and



(vii) any acts, suits, proceedings, demands, assessments and judgments, and all fees, costs and expenses of any kind, related or incident to any of the foregoing, including Legal Expenses.

(b) As used in this Article 9, the term "**Buyer Deficiencies**," when asserted by Seller Indemnitees, or arising out of a third party claim against Seller Indemnitees, means any Losses sustained by Seller Indemnitees and arising out of, based upon or resulting from:

(i) any misrepresentation, breach of warranty, or any non-fulfillment of any representation, warranty, covenant, obligation or agreement on the part of Buyer contained in or made hereunder;

(ii) any error contained in any statement, report, certificate or other document or instrument Buyer delivered hereunder;

(iii) any failure by Buyer to pay or perform any obligation relating to Buyer, the business or operations of Buyer, or the ownership or operation of assets of Buyer, including the Assumed Liabilities and any obligations relating to the Station, the Equipment or the Remaining Station Assets, that is expressly assumed by Buyer under the provisions of this Agreement;

(iv) any Action or Proceeding by any third party, no matter when brought or made, to the extent relating to the Buyer, other than in respect of the Station, the Equipment or the Remaining Station Assets, the business or operations of the Buyer, other than in respect of the Station, or the ownership or operation of assets of the Buyer, other than the Equipment and Remaining Station Assets;

(v) any Action or Proceeding by any third party, no matter when brought or made, to the extent relating to the Buyer in respect of the Station, the Equipment or the Remaining Station Assets, the business or operations of the Station or the ownership or operation of the Equipment or Remaining Station Assets on or after the Second Closing Date;

(vi) any failure by Buyer to file Tax returns or pay Taxes respecting any period on or after the Closing Date; and

(vii) any and all acts, suits, proceedings, demands, assessments and judgments, and all fees, costs and expenses of any kind, related or incident to any of the foregoing, including Legal Expenses.

9.4 Procedures.

(a) If any third party asserts a claim against any Buyer Indemnatee or Seller Indemnatee (collectively, the "**Indemnitees**"), which, if sustained, would result in a Deficiency, then the Indemnatee, as promptly as practicable after learning of such claim,

will notify the Indemnifying Party of such claim, and will extend to the Indemnifying Party a reasonable opportunity to defend against such claim, at the Indemnifying Party's sole expense and through legal counsel reasonably acceptable to the Indemnitee, provided that the Indemnifying Party proceeds in good faith, expeditiously and diligently. The Indemnitee, at its option and expense, will have the right to participate in any defense undertaken by the Indemnifying Party with legal counsel of their own selection at its provided that such counsel will act in an advisory capacity only with respect to the defense provided by the Indemnifying Party. The Indemnifying Party may not make or enter into any settlement or compromise of any claim that will not release all Indemnitees from all liability without the prior written consent of such Indemnitees, which will not be withheld or delayed unreasonably.

(b) If the Indemnitees assert the existence of any Deficiency against the Indemnifying Party, they will give notice (a "**Claim Notice**") to the Indemnifying Party of the nature and amount of any Deficiency asserted. If the Indemnifying Party, within 30 days after receiving the Claim Notice, has not given notice to the Indemnitees announcing its intent to contest such assertion of the Indemnitees (such notice, "**Contest Notice**"), the Indemnifying Party will be deemed to have conceded its liability as set forth in the Claim Notice. If the Indemnifying Party delivers a Contest Notice within the 30-day period, then the contested assertion of a Deficiency will be settled by arbitration, before a single arbitrator (selected as provided on Section 11.9) to be held in Tampa, Florida under the Commercial Rules of the American Arbitration Association then existing, including rules permitting discovery and the taking of depositions. The determination of the arbitrator will be delivered in writing to the Indemnifying Party and the Indemnitees and will be final, binding and conclusive upon all parties hereto, and the amount of the Deficiency, if any, determined to exist, will be deemed established. Each party will bear its own costs of such arbitration, and each party will bear one-half the arbitration fees and expenses, including the fees of the arbitrator.

(c) The Indemnitees and the Indemnifying Party may agree in writing, at any time, as to the existence and amount of a Deficiency, and, upon the execution of such agreement such Deficiency will be deemed established.

9.5 Payment of Deficiencies. The Indemnifying Party hereby agrees to pay the amount of established Deficiencies within 15 days after the establishment thereof. The amount of established Deficiencies will be paid by wire transfer to an account designated by the Indemnitee. Notwithstanding anything herein to the contrary, Buyer will not have any liability to indemnify the Seller Indemnitees in respect to Deficiencies incurred by the Seller Indemnitees, and Seller will not have any liability to indemnify the Buyer Indemnitees in respect of Deficiencies incurred by the Buyer Indemnitees, unless and until the aggregate amount of such Deficiencies exceeds an amount equal to \$50,000 (the "**Basket**"), in which event the Indemnitees seeking indemnification hereunder may recover the full amount of such Deficiencies other than the Basket; provided, however, that the aggregate amount of Deficiencies that the Buyer Indemnitees will be entitled to recover from Seller and the aggregate amount of Deficiencies that the Seller Indemnitees will be entitled to recover from Buyer will be limited to an amount equal to the Purchase Price;



and provided, further that neither Seller nor Buyer will be liable for Consequential Damages.

Article 10: Definitions and Construction

10.1 Defined Term. As used herein, the following terms have the meanings set forth below.

"Actions or Proceedings" means any action, suit, proceeding, arbitration or Governmental or Regulatory Authority investigation or audit.

"First Closing" has the meaning set forth in Section 1.7.

"Second Closing" has the meaning set forth in Section 1.8.

"Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"Consequential Damages" has the meaning set forth in Section 11.5.

"First Due Diligence Period" shall mean the period of forty five (45) days from and after the First Closing.

"Second Due Diligence Period" shall mean the period of forty five (45) days from and after the execution of this Agreement.

"GAAP" means generally accepted accounting principles, consistently applied throughout the specified period and in the immediately prior comparable period.

"Government" means the United States of America, any foreign country or any domestic or foreign state, country, city or other political subdivision.

"Governmental or Regulatory Authority" means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of any Government.

"Laws" means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of any Government, or of any Governmental or Regulatory Authority.

"Legal Expenses" means any and all reasonable fees (whether of attorneys, accountants or other professionals, including investigators), costs and expenses of any kind reasonably incurred by any person identified herein and its counsel in investigating, preparing for, defending against, or providing evidence, producing documents or taking other action with respect to any threatened or asserted claim.



"Liens" means any mortgage, pledge, assessment, security interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, or any conditional sale agreement, title retention contract, or commitments to deliver any of the foregoing.

"Order" means any writ, judgment, decree, injunction or similar order of any Governmental or Regulatory Authority (in each such case whether preliminary or final).

"Permitted Lien" means (i) any Lien for taxes not yet due or delinquent or being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP, (ii) any statutory Lien arising in the ordinary course of business by operation of Law with respect to a liability not yet due or delinquent, (iii) obligations accruing after the Second Closing Date under leases and contract being assigned and assumed at the Second Closing, including the Contracts; (iv) restrictions imposed under the terms of the Contracts; (v) restrictions governing the Equipment and Remaining Station Assets imposed by Law; and (vii) any minor imperfection of title or similar Lien which individually or in the aggregate with other such Liens do not materially impair the value or use of the affected property.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association, or Governmental or Regulatory Authority.

"Equipment Purchase Price" has the meaning set forth in Section 1.5.

"Remaining Assets Purchase Price" has the meaning set forth in Section 1.5.

10.2 Construction of Certain Terms and Phrases. Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms **"hereof," "herein," "hereby"** and derivative or similar words refer to this entire Agreement; (iv) the term **"Article"** or **"Section"** refers to the specified article or section of this Agreement; (v) the terms **"Exhibit"** and **"Schedule"** refer to the exhibits and schedules to this Agreement; (vi) the word **"or"** will be deemed to include both its disjunctive and conjunctive meanings; (vii) the words **"will"** and **"shall"** will be deemed to have identical meanings, both implying a requirement to act, or refrain from acting, as appropriate; and (viii) the term **"including"** and similar or derivative words will be deemed to be followed by the words **"without limitation."** Whenever this Agreement refers to a number of days, that number will refer to calendar days unless business days are specified. As used herein, (x) **"Business Day"** means any day other than Saturday, Sunday or any day on which banks located in Tampa, Florida are authorized or obligated to close, and (y) **"affiliate"** means, with respect to any Person, any other Person that controls, is controlled by, or is under common control with, such Person.



Article 11: Miscellaneous

11.1 Termination. This Agreement may be terminated at any time before Second Closing:

- (a) by the mutual consent of Seller and Buyer;
- (b) by either party if (i) the FCC has denied the approvals contemplated hereby in an Order that has become Final, or (ii) the Closing has not occurred by the Second Closing Date;
- (c) by Buyer (i) for any reason within the First Due Diligence Period or Second Due Diligence Period, (ii) as provided in Section 11.8, (iii) if on the Second Closing Date Seller has not satisfied the conditions set forth in Article 7, or (iv) if Seller has failed to cure a material breach of any of its representations, warranties or covenants hereunder within 30 days after it receives notice from Buyer of such breach;
- (d) by Seller, if (i) on the Second Closing Date Buyer has failed to satisfy the conditions set forth in Article 6, or (ii) if Buyer has failed to cure a material breach of any of its representations, warranties or covenants hereunder within 30 days after it receives notice from Seller of such breach.
- (e) Notwithstanding the foregoing, no party may terminate this Agreement if such party is (i) in material breach or default of this Agreement, or (ii) the cause of the event giving rise to the right to terminate hereunder (other than as a result of the exercise of a right or the non-approval of a condition granted to such party hereunder). A termination under this Section 11.1, or an abandonment of this Agreement under Section 6.2 or 7.2, will not relieve any party of any liability it would otherwise have for a breach of this Agreement.

11.2 Specific Performance. In the event of a breach or threatened breach by any party of its representations, warranties, covenants or agreements hereunder, at the election of the other party hereto, in addition to any other remedy available to it, such other party will be entitled to an injunction restraining any such breach or threatened breach and, subject to obtaining any requisite approval of the FCC, to enforcement of this Agreement by a decree of specific performance requiring such breaching party to fulfill its obligations hereunder, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

11.3 Expenses. Each party hereto will bear all its expenses incurred in connection with the transactions contemplated hereunder, including Legal Expenses incurred in connection herewith; provided, however, that: (i) Seller and Buyer will each pay one-half of the FCC fees required in connection with the FCC Application; and (ii) Buyer and Seller will share equally the responsibility for, any sales or transfer Taxes, arising from the transfer of the Equipment or the Remaining Station Assets to Buyer.



11.4 Bulk Sales Laws. Seller agrees to indemnify and hold Buyer harmless, in the manner and to the extent provided in Article 9, from all claims made by creditors with respect to non-compliance with any bulk sales law.

11.5 Remedies Cumulative: Consequential Damages. Except as specifically provided herein, the remedies provided herein will be cumulative and will not preclude the assertion by Seller or by Buyer of any other rights or the seeking of any other remedies against the other, or its successors or assigns. Nothing contained herein will preclude a party from seeking equitable relief, where appropriate. Except as expressly otherwise provided herein, neither Seller nor Buyer will be liable for any indirect, consequential, exemplary or incidental damages, including damages for loss of business profits, business interruption, loss of business information, and the like ("**Consequential Damages**") arising out of this Agreement, even if such party has been advised of the possibility of such damages.

11.6 Further Assurances. From time to time before, on and after the First Closing Date, each party hereto will execute all such instruments and take all such actions as any other party will reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose hereof and all transactions contemplated hereby, including the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered on the First Closing Date and Second Closing Date, and any and all actions which may reasonably be necessary to complete the transactions contemplated hereby. The parties will 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 hereunder.

11.7 Public Announcements.

(a) Before the Second Closing Date, no party, without the approval of the other party will make any press release or other public announcement concerning the transactions contemplated by this Agreement, except (i) to announce it has been entered into, and (ii) as and to the extent that such party will be so obligated by Law, in which case such party will give advance notice to the other party, and the parties will use commercially reasonable efforts to cause a mutually agreeable release or announcement to be issued.

(b) Notwithstanding clause (a) above, the parties acknowledge that the rules and regulations of the FCC require that public notice of the transactions contemplated hereby be made after the FCC Application has been filed with the FCC. The form and substance of such public notice will conform with 47 C.F.R. Section 73.3580 and, to the extent not dictated by the Communications Act or the rules and regulations of the FCC, will be mutually agreed upon by Seller and Buyer.

11.8 Risk of Loss. Seller will bear the risk of loss, damage, or destruction (collectively, "**Damages**") to any of the Remaining Station Assets at all times up to 12:01 a.m. local time on the Second Closing Date, and it will be Seller's responsibility to repair or cause to be repaired and to restore the property to its condition before any such Damage.



In the event of any such Damage, Seller will use the proceeds, payable under any insurance policy with respect thereto to repair, replace, or restore any such property to its former condition, subject to the conditions stated below. Seller will notify Buyer promptly of any Damage to the Remaining Station Assets. Buyer may elect to (a) consummate the Second Closing and accept the property in its then condition, in which event Seller will pay to Buyer all proceeds of insurance and assign to Buyer the right to any unpaid proceeds, or (b) terminate this Agreement.

11.9 Arbitration. In the event of any disagreement on or before the Second Closing Date between the parties hereto in relation to this Agreement, whether as to the construction or operation hereof or the respective rights and liabilities hereunder, such disagreement will be decided by arbitration held in Miami, Florida. Arbitration will be initiated by either party giving written notice to arbitrate selected by that party. Within 30 days of the date of said notice to arbitrate certificate, the other party will select and give notice of its arbitrator to the initiating party. The two arbitrators so selected will select a third arbitrator and give notice within 10 days after the third arbitrator is chosen. The arbitration will be conducted solely by the third arbitrator, who will hear evidence and make an award within 20 days after the notice of selection of the third arbitrator is given to the parties, which award, when signed by the third arbitrator, will be final. If either party refuses or neglects to appoint an arbitrator within five days after the other will have appointed an arbitrator and given notice to arbitrate to the other, requiring such party to appoint an arbitrator, then the arbitrator so appointed by the first party will have power to proceed to arbitrate and determine the matters of disagreement as if he were an arbitrator appointed by both the parties hereto for that purpose, and his award in writing signed by him will be final; provided that such award will be made within 30 days after such refusal or neglect of the other party to appoint an arbitrator. The party against which such award is made will pay all costs and expenses of the arbitration. The First Closing Date or Second Closing Date will be automatically postponed during any such arbitration.

11.10 Access to Information and Documents After Second Closing. For a period of seven years after the Second Closing:

(a) Buyer will neither dispose of nor destroy any of the books, records, files and data pertaining to the ownership and operation of the Station before the Second Closing and the ownership of the Equipment or Remaining Station Assets and the Assumed Liabilities before the Second Closing (collectively, the "**Pre-Closing Books and Records**"), without first offering to turn over possession thereof to Seller by notice to Seller at least 30 days before the proposed date of such disposition or destruction.

(b) Buyer will allow Seller and its agents reasonable access to all Pre-Closing Books and Records during normal business hours, upon notice and mutually convenient times, at Buyer's principal place of business or at any location where any of the Pre-Closing Books and Records are stored, and Seller and its agent will have the right, at Seller's expense, to make copies of any Pre-Closing Books and Records; provided, however, that any such access or copying will be had or done in such manner so as not to interfere with the normal conduct of Buyer's business.



(c) Buyer will make available to Seller at reasonable times and upon request, (i) Buyer's personnel to assist Seller in locating and obtaining Pre-Closing Books and Records and (ii) any of Buyer's personnel previously in Seller's employ whose assistance or participation is reasonably required by Seller, in anticipation of, or preparation for, existing or future litigation, tax returns or other matters, in which Seller is involved and which relates to the business of the Station, any of the Equipment or Remaining Station Assets or any of the Assumed Liabilities.

Article 12: General Provisions

12.1 Successors and Assigns. Except as otherwise expressly provided herein, this Agreement will be binding upon and inure to the benefit of the parties hereto, and their respective representatives, successors and permitted assigns. No party may assign any of its rights, or delegate any of its obligations, hereunder without the prior written consent of the other parties hereto, except (a) Seller may assign to any Person (i) its right to receive the Purchase Price, and (ii) its rights hereunder together with the Equipment and Remaining Station Assets, provided that such assignment is permissible under FCC Form 316, and provided further, that any such assignee of Seller will have the financial ability to satisfy any obligation of Seller to Buyer hereunder, and (b) Buyer may assign its right to purchase the Equipment and Remaining Station Assets hereunder to any affiliate, provided that such assignment by Buyer does not cause any delay in obtaining the FCC Consent. In the event of any such assignment by either party, such assignee will assume in writing, in form and substance reasonably acceptable to the other party, all the assigning party's obligations hereunder. For purposes of this Agreement, "**Buyer**" or "**Seller**," as the case may be, will be deemed to include such assignee and in furtherance thereof, the assignee will be deemed to have made all such assigning party's representations, warranties, covenants and agreements in this Agreement. Nothing herein is intended to confer on any Person not a party hereto (except Indemnitees) any rights or remedies by reason of this Agreement.

12.2 Amendments; Waivers. The terms, covenants, representations, warranties and conditions of this Agreement may be changed, amended, modified, waived, or terminated only by a written instrument executed by the party waiving compliance. The failure of any party at any time to require performance of any provision of this Agreement will not affect the right of such party to enforce the same later. No waiver by any party of any condition or the breach of any provision, term, covenant, representation or warranty contained herein, whether by conduct or otherwise, in any one or more instances, will be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

12.3 Notices. All notices, requests, demands, consents, approvals and other communications required or permitted hereunder will be in writing and will be deemed to have been duly made and delivered upon actual delivery or intended for delivery by a nationwide overnight courier, such as Federal Express or the United States Postal Service



Express Mail, expenses prepaid, to the address first set forth above. Any party may alter its address for communications by giving notice of such change of address in conformity with the provisions of this Section.

Addressees for delivery

If to Seller, to: Del Caribe Orlando, LLC
426 South River Road
Tryon, NC 28782
Attention: Mark Jorgenson, Managing Member
Telephone: 828-859-6982

with a required copy to: Christopher D. Imlay, Esq.
Booth, Freret, Imlay & Tepper, P.C.
14356 Cape May Road
Silver Spring, Maryland 20904-6011
Telephone: 301-384-5525

If to Buyer, to: TMA TIG LLC
1728 Coral Way
Miami, Florida 33145
Attention: President
Telephone: 813-221-3100

with a required copy to: Marcell Felipe, Esq.
Marcell Felipe Attorneys
1001 Brickell Bay Drive, Suite 1800
Miami, Florida 33131
Telephone: 305-381-8500

12.4 Captions. The captions of Articles and Sections of this Agreement are for convenience only and will not control or affect the meaning or construction of any of the provisions of this Agreement.

12.5 Governing Law: Venue. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement will be governed by and construed under Florida law, without regard to its principles of conflicts of law, except to the extent federal law preempts. Each party hereto agrees that any legal proceeding arising under this Agreement will be commenced in the courts located in Florida. Each party hereto irrevocably and unconditionally submits to the exclusive jurisdiction of such courts, waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the State of Florida, and waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. The prevailing party in any dispute will be entitled to recover from the losing party its costs, including reasonable costs of collection, attorneys' fees and investigative fees.



12.6 Entire Agreement. Together with the Local Marketing Agreement between the parties, this Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter hereof. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof. This Agreement has been prepared by both parties hereto, and no inference of ambiguity against the drafter of a document therefore applies against any party hereto.

12.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original as against any party whose signature appears thereon, and all of which together will constitute the same instrument. This Agreement will become binding when one or more counterparts hereof, individually or taken together, will bear the signatures of all the parties reflected hereon as the signatories.

12.8 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct unless the overall intent of this Agreement would be frustrated in such event.

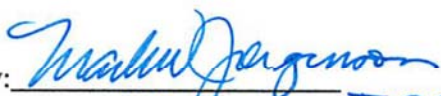
12.9 Disclosure. Any information disclosed by a party in any Schedule or Exhibit will be deemed to qualify all representations and warranties of such party set forth herein to which such information may reasonably be regarded as relevant, regardless of whether the specific representations and warranties refer specifically to such Schedule or Exhibit.

In Witness Whereof, the parties have duly executed this Agreement are of the date first above written.

TMA TIG LLC

By: _____
Name:
Title:

Del Caribe Orlando, LLC

By: 
Name: **MARK W. JORGONSON**
Title: **MANAGING MEMBER**