

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of February 21, 2013, between **BOISE TELECASTERS, L.P.**, a California limited partnership ("Seller"), and **IAM BROADCASTING, LLC**, a California limited liability company ("Buyer").

WHEREAS, Seller holds the authorizations for full-power television broadcast station KKJB (DT), Ch. 39, Boise, Idaho (Facility ID 35097) (the "Station"), issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, Cocola Broadcasting Companies, LLC, a California Limited Liability Company, is the sole general partner of Seller and Diane Dostinich, Trustee of the Diane D. Dostinich Revocable Family Trust, the sole member of Buyer, is also a limited partner of Seller;

WHEREAS, Seller desires to sell the Assets (as hereinafter defined) to Buyer, and Buyer desires to acquire the Assets from Seller.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 SALE OF ASSETS

1.1 Assets. On the terms and subject to the conditions of this Agreement, on the Closing Date (as defined in Article 4), Seller shall sell, assign and deliver (except as provided in Schedule 1.1(b)) to Buyer, and Buyer shall acquire, assume and receive from Seller, all of the right, title and interest of Seller in and to certain tangible and intangible assets, properties, interests and rights that are owned, leased or used in the operation of the Station (the "Assets") as follows:

(a) all rights in and to all licenses, permits and other authorizations issued to Seller by the FCC for the operation of the Station, and all broadcast auxiliary, antenna structure registrations and other authorizations of the FCC associated with the operations of the Station that are issued to Seller (the "FCC Licenses"), described in Schedule 1.1(a);

(b) All transmitters, antennae, cables, tower equipment, distribution systems, amplifiers, microwave equipment, converters, spare parts, and other RF chain equipment and other tangible personal property owned by Seller and used or held for use by Seller in the operation of the Station, as described on attached Schedule 1.1(a), together with any additions, modifications, alterations or improvements between the date of this Agreement and the Closing Date (the "Tangible Personal Property"), described in Schedule 1.1(b);

(c) the Tower Site Lease, the Studio Lease and the Storage Facility Lease used in the operation of the Station (the "Real Property Leases"), described in Schedule 1.1(c);

(d) the Daystar network affiliation agreement, must-carry notices with each cable system in the Boise DMA, as well as any other contracts and agreements in connection with the business and operations of the Station, described in Schedule 1.1(d), (the "Contracts");

(e) All intangibles, including, without limitation, all goodwill associated with the operation of the Station, and intellectual property, including, without limitation, all call letters, trademarks, trade names, service marks, franchises, copyrights (including registrations and applications for registration of any of them), web site, server and internet service provider accounts, voice telephone numbers, jingles and logos relating to the Station's call sign and channel number(s), any software licenses or other rights associated with any of the Assets or used by Seller in the operation of the Station;

(f) All files and other records of Seller relating to the Station and the Assets (other than duplicate copies of such files) including, without limitation, all books, files, correspondence, studies, reports, projections, schematics, blueprints, engineering data, reports, specifications, signal and program carriage, statistics, records required by any federal, state or local government entity (including, but not limited to, the full and complete local public inspection file for the Station, all reports filed by or on behalf of Seller with the FCC pertaining to the Station; provided, however, that Seller may keep the original books and accounting records, but must provide Buyer with an electronic copy of Seller's accounting records in Quickbooks format and the right to inspect and copy the original books and accounting records at Buyer's sole cost and expense during normal business hours;

(g) Any and all of Seller's claims and rights against third parties relating to the Station, including, without limitation, all rights under manufacturers' and vendors' warranties for the Tangible Personal Property, and all rights to recovery and rights of setoff and recoupment pertaining to matters arising after the Closing, but excluding insurance claims for damage to Tangible Personal Property which Seller has replaced or repaired prior to Closing;

(h) All prepaid expenses and prepaid *ad valorem* taxes (which shall be prorated, if applicable, as provided in Section 3.1);

(i) Equipment warranties relating to items included in the Tangible Personal Property; and

(j) Property and casualty insurance proceeds in excess of Seller's cost of replacement.

Excluded Assets. Notwithstanding anything to the contrary contained herein, the Assets shall not include any asset of Seller not specifically designated in Section 1.1.

1.2 Purchase Price.

(a) Purchase Price. The consideration to be paid for the Assets will be One Million Two Hundred Thousand Dollars (\$1,200,000), as adjusted pursuant to Section 3.1 (the "Purchase Price"). At Closing, the Purchase Price less the Deposit (as defined below) shall be paid to Seller in immediately available funds pursuant to wire instructions provided by Seller at least three (3) days prior to the Closing Date.

(b) Deposit. Concurrently with the execution of this Agreement, Buyer shall deliver to Martin J. Goldberg One Hundred Thousand Dollars (\$100,000) in immediately available funds (the "**Deposit**") in accordance with the Escrow Agreement (the "**Escrow**

Agreement”) attached as Schedule 1.2(b), to be held, administered and distributed in accordance with the Escrow Agreement. The Deposit, in its entirety, shall be credited to the Purchase Price at Closing (as defined below) as partial payment of the Purchase Price. In the event that the Closing does not occur for any reason other than Buyer's failure to perform, the Deposit shall be fully refundable.

(c) Escrow. In the event the Closing fails to occur within the period specified in Section 15.1(f) through no fault of Buyer, Escrow Agent under the Escrow Agreement shall pay the Deposit to Buyer immediately upon the expiration of such period. In the event of Closing, Escrow Agent shall deliver Forty Thousand Dollars (\$40,000) of the Deposit to Seller and retain Sixty Thousand Dollars (\$60,000) pursuant to the Escrow Agreement for up to twelve (12) months after Closing as security for payment of Seller's indemnity obligations under Article 14 below, and in order to protect Buyer against any claims, liabilities, contingent liabilities (known or unknown) arising from breach of representation or warranty by Seller under this Agreement.

ARTICLE 2 ASSUMPTION OF OBLIGATIONS

2.1 Liens, Liabilities, Security Interests. The Station shall be assigned and the Assets shall be sold and conveyed to Buyer free and clear of all mortgages, liens, deeds of trust, security interests, pledges, options, restrictions, prior assignments, charges, claims, defects in title and encumbrances of any kind or type whatsoever (collectively, the “Security Interests”) except for: (i) liens for Taxes (as defined in Section 7.13), which are not yet due and payable, accruing before the Effective Time, (ii) the obligations of Seller arising after the Effective Time, and (iii) rights of Cocola Broadcasting Companies, LLC described in Schedule 1.1(b) under the Real Property Leases and the Contracts.

2.2 Assumed Liabilities. Except as otherwise expressly provided herein and subject to the terms and conditions of this Agreement, simultaneously with the sale, transfer, conveyance and assignment to Buyer of the Assets, Buyer shall assume, and hereby agrees to perform and discharge when due all liabilities and obligations arising or to be performed after the Closing Date under the Real Property Leases and the Contracts (collectively, the “Assumed Liabilities”).

2.3 Excluded Liabilities. Other than the Assumed Liabilities, Buyer shall not assume or be liable for, and does not undertake or attempt to assume or discharge any obligation of Seller, including, without limitation:

(a) any liability or obligation of Seller not among the Assumed Liabilities as defined in Section 2.2 or any liability of Seller or the Station not expressly disclosed to Buyer;

(b) any liability or obligation of Seller arising out of or relating to any pension, 401(k), employee benefit, retirement or profit sharing plan or trust, or any liability for continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”);

(c) any obligation to continue to offer employment to any employee of Seller;

(d) any compensation or benefits or any severance pay or similar obligations to any employee or independent contractor of Seller and any related payroll tax or other liability;

(e) any liability or obligation of Seller arising out of or relating to any litigation, proceeding or claim by any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, or governmental entity (or any department, agency, or political subdivision thereof) ("Person") relating to Seller, the Station or the Assets at or before the Closing Date, whether such litigation, proceeding or claim is pending, threatened or asserted before, on or after the Closing Date;

(f) any financial debt or obligation due to the FCC in connection with the Station by any and all entities with taxpayer identification numbers associated with Seller or the Station, existing at or before the Closing Date;

(g) any liability to Daystar existing prior to or at the Closing Date; and

(h) any and all other liabilities, obligations, debts or commitments of Seller whatsoever, whether accrued now or hereafter, whether fixed or contingent, whether known or unknown, or any claims asserted against Seller, any employee of Seller, the Station or any of the Assets or other items owned by Seller at the Effective Time relating to any event (whether act or omission) at or before the Closing Date, including, without limitation, Seller's obligation to pay Taxes.

2.4 Retained Obligations of Seller. Seller retains and shall hereafter pay, satisfy, discharge, perform and fulfill all obligations other than the Assumed Liabilities, as they become due, without any charge or cost to Buyer.

ARTICLE 3 ADJUSTMENTS, ETC.

3.1 Prorations and Adjustments. Except as otherwise provided herein, all prepaid income and accrued but unpaid expenses arising from the conduct of the business and operations of the Station shall be prorated as of 12:01 a.m. on the Closing Date (the "Effective Time"). Such prorations shall include, without limitation, all ad valorem and other taxes, rents, fees for assignable business licenses, FCC regulatory fees, and similar prepaid and deferred items. The prorations and adjustments contemplated by this Section 3.1 shall be made to the extent practicable at the Closing, and to the extent not made at the Closing shall be made within ninety (90) calendar days after the Closing Date. Prorated amounts agreed upon at the Closing shall be reflected as an adjustment to the Purchase Price to be paid at the Closing. Promptly following agreement or final determination regarding the prorations contemplated by this Section 3.1, which are not reflected by an adjustment to the Purchase Price, a cash payment in respect of such prorations shall be made by Seller to Buyer or by Buyer to Seller, as the case may be.

3.2 Allocations. The Purchase Price shall be allocated among the Assets \$50,000 to the Tangible Personal Property and \$1,150,000 to the FCC Licenses. Seller and Buyer agree that they shall not take any position or action inconsistent with the allocations agreed to in accordance with this Section 3.2, including without limitation positions or actions taken in

connection with complying with the Internal Revenue Code of 1986 (the "Code"), as amended, and the regulations thereunder.

ARTICLE 4 THE CLOSING

Subject to satisfaction or waiver of the conditions set forth in Articles 10 and 11 below, consummation of the sale of the Assets under this Agreement (the "Closing") shall occur on a date (the "Closing Date") mutually agreed upon by the parties which date shall be within five business days after the FCC grant of its consent to assignment of the FCC Licenses to Buyer (the "FCC Consent") shall have become a Final Order. The Closing shall be held at the offices of Fletcher Heald & Hildreth or such other place as the parties mutually agree upon, subject to satisfaction or waiver of the conditions to the Closing contained herein. In no instance shall the Closing occur prior to grant of FCC Consent. Buyer, in its sole discretion and upon notice to Seller, may elect to close after FCC Consent but prior to the FCC Consent becoming a Final Order. The term "Final Order" means an action by the FCC as to which: (a) no request for stay by the FCC is pending, no such stay is in effect, and any deadline for filing a request for any such stay has passed; (b) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the deadline for filing any such appeal, petition or application has passed; (c) the FCC has not initiated reconsideration or review on its own motion and the time in which such reconsideration or review is permitted has passed; and (d) no appeal to a court, or request for stay by a court, of the FCC's action is pending or in effect, and the deadline for filing any such appeal or request has passed. Notwithstanding the actual time the deliveries of the parties hereto are made on the Closing Date, the Closing shall be effective and deemed for all purposes to have occurred as of 12:01 a.m., local Station time, on the Closing Date.

ARTICLE 5 GOVERNMENTAL CONSENTS

5.1 FCC Application. Within five days of the execution of this Agreement, Seller and Buyer shall file an application with the FCC (the "Assignment Application"). Seller and Buyer shall diligently prosecute the Assignment Application and otherwise use their best efforts to obtain the FCC Consent as soon as practicable, provided, however, that neither party shall be required to participate in a trial-type hearing or judicial appeal. Seller shall take all action required under FCC rules to give timely public notice of the filing of the Assignment Application. Neither party shall, directly or indirectly, take any action to delay or prevent the FCC Consent or to delay or prevent the FCC Consent from becoming a Final Order.

5.2 General. Seller and Buyer shall notify each other of all documents which they file with or receive from, any governmental agency (including the FCC) with respect to this Agreement or the transactions contemplated hereby. Seller and Buyer shall cooperate with the FCC in connection with obtaining the FCC Consent, and shall promptly provide all information and documents requested by the FCC in connection therewith. If either Seller or Buyer becomes aware of any fact relating to it that would prevent or delay the FCC Consent, such party shall promptly notify the other party thereof and the parties shall use commercially reasonable efforts to remove any such impediment.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Seller:

6.1 Organization and Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California and is duly qualified to conduct business and in good standing as a foreign entity in the State of Idaho. Buyer has full power to own, lease, and operate its properties and to carry on its business as now conducted. Diane Dostinich, Trustee of the Diane D. Dostinich Revocable Family Trust, is the sole member of the Buyer.

6.2 Authorization; Enforceability. The execution, delivery and performance of this Agreement by Buyer and all of the agreements, documents and instruments required under this Agreement and the consummation by Buyer of the transactions contemplated hereby and thereby, and compliance with the terms, conditions and provisions hereof and thereof have been or will be duly authorized and approved by all necessary action of Buyer. This Agreement and each other document when executed and delivered by Buyer will be, the legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

6.3 No Conflicts. Neither the execution and delivery by Buyer of this Agreement and/or any other instrument or agreement hereunder, nor the consummation by Buyer of any of the transactions contemplated hereby or thereby, nor compliance by Buyer with or fulfillment by Buyer of the terms, conditions and provisions hereof or thereof, will: (i) conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject or, (ii) require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, except the FCC Consent.

6.4 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer's behalf.

6.5 Qualification. Buyer is legally qualified, and is not taking action or contemplating taking action that might disqualify it from being, under present or pending law (including the Communications Act) and the FCC Laws, the holder of the FCC Licenses, as an owner or operator of the Station, or as the owner of any or all of the Assets. Buyer knows of no fact, reason or proceeding that would: (i) disqualify Buyer as the assignee of the FCC Licenses; (ii) cause the FCC to fail to approve in a timely fashion the Assignment Application; or (iii) cause the filing of any objection to the Assignment Application.

6.6 Absence of Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending, or, to Buyer's

knowledge, threatened, against Buyer relating to or affecting this Agreement or the transactions contemplated hereby, nor, to Buyer's knowledge, is there a basis for any such suit, arbitration, administrative charge, or other legal proceeding, claim or governmental investigation. .

6.7 Breach by Seller. Buyer is not aware of any breach by Seller of its covenants or warranties herein.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer:

7.1 Organization and Standing. Seller is a limited partnership duly organized, validly existing and in good standing under the laws of the State of California and is duly qualified to conduct business and in good standing as a foreign entity in the State of Idaho. Seller has full power to own, lease, and operate its properties and to carry on its business as now conducted.

7.2 Authorization; Enforceability. The execution, delivery and performance of this Agreement by Seller and all of the agreements, documents and instruments required under this Agreement and the consummation by Seller of the transactions contemplated hereby and thereby, and compliance with the terms, conditions and provisions hereof and thereof have been or will be duly authorized and approved by all necessary action of Seller. This Agreement is, and each other document when executed and delivered by Seller will be, the legal, valid and binding agreement of Seller enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

7.3 Absence of Conflicting Agreements; Required Consents. Except as with respect to FCC and other governmental consents, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by Seller: (a) do not and will not require the consent of any third party (other than the consents to the assignments of the agreements set forth in Schedules 1.1(c) and (d)); (b) do not and will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority to which Seller is a party or by which Seller, the Station or the Assets are bound; (c) subject to release of Security Interests prior to or simultaneously with Closing, if any, do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under any certificate of formation, limited partnership agreement or other governing or organizational instrument of Seller or any lease, contract, agreement, instrument, license or permit to which either Seller or the Assets are now subject; and (d) do not and will not result in the creation of any lien, charge, security interest, or encumbrance on any of the Assets.

7.4 FCC Authorizations.

(a) Schedule 1.1(a) is a complete list of the FCC Licenses. The FCC Licenses listed on Schedule 1.1(a) are all for the licenses and authorizations required under the Communications Act and the current rules, regulations and published policies of the FCC (the "FCC Laws") for the lawful operation of the Station and Seller has delivered to Buyer true copies of the FCC Licenses. The FCC Licenses and other licenses, permits and authorizations listed in Schedule 1.1(a) are held by Seller, and have been issued for the full term customarily issued to broadcast stations in the State of Idaho. The Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired.

(b) There are no complaints or proceedings pending or, to the best of Seller's knowledge, threatened before the FCC relating to Seller or the Station, other than proceedings affecting the broadcasting industry generally. Seller is not subject to any outstanding judgment or order of the FCC relating to the Station.

(c) All material reports, filings and payments required to be filed with or paid to the FCC and any other governmental entity by Seller in connection with the Station or the Assets have been timely filed or paid as required by the FCC Laws or such other law or regulation as applicable. All such reports and filings are accurate and complete in all material respects. From the date hereof to the Closing Date all reports required to be filed will be accurate and complete in all material respects and filed on a timely basis. Seller maintains appropriate public files at the Station (or in the FCC-hosted on-line public file for the Station) as required by FCC Laws. Between the date hereof and the Closing Date, Seller shall upload to the FCC-hosted online public file for the Station any and all new documents and reports required to be placed in the public file and such of the documents in or required to be in the local public file currently maintained at the Station's main studio.

(d) The Station is currently, and between the date of this Agreement and the Closing Date will be operating in compliance with the terms and conditions of the FCC Licenses, and in compliance in all material respects with the FCC Laws. All material filings, reports and statements that Seller is required to file with the FCC during the current license term have been timely filed. All documents and reports required to be prepared and/or placed in the Station's local public inspection file (including the Station's FCC hosted online public inspection file) have been timely placed or filed in such public file(s) as required by the FCC Laws.

7.5 Tangible Personal Property. Schedule 1.1(b) is a complete list of all of the tangible personal property used or held for use by Seller in the operation of the Station as of the date hereof. Seller owns and has good title to all of items on Schedule 1.1(b) free and clear of all liens and encumbrances, except for Security Interests that will be released on or before Closing, and except as provided in Section 2.1. All of the Tangible Personal Property is in good operating condition and repair, ordinary wear and tear excepted, except as noted in Schedule 1.1(b). Seller has received no notice alleging that any of the Tangible Personal Property fails to comply with applicable zoning laws or the building, health, fire and environmental protection codes of applicable governmental jurisdictions.

7.6 Contracts. Other than Contracts for the sale of advertising time, Schedules 1.1(c) and (d) accurately describes all contracts, agreements, powers of attorney, guaranties, surety arrangements or other commitments related to the operation of the Station, to which Seller is a party. Seller has provided to Buyer true copies of all written Real Property Leases and Contracts described on Schedules 1.1(c) and (d) and all amendments, modifications, extensions and renewals thereof. Seller is not in material violation or breach of any of the terms, conditions or provisions of any Contract. All accrued and currently payable amounts due from Seller under any Contract have been paid, except where a good faith claim has been raised by Seller. To Seller's knowledge, no other party thereto is in default or breach under any of the Contracts.

(a) With respect to the Tower Site Lease, (i) all accrued and currently payable rents and other payments required under the Tower Site Lease to be paid by Seller have been paid, (ii) Seller is in peaceable possession of the applicable site covered by the Tower Site Lease, and (iii) neither Seller nor, to Seller's knowledge, any other party thereto is in default under the Tower Site Lease.

(b) With respect to the Studio Lease: (i) No written lease exists, the Studio Lease is purely oral (ii) Seller currently leases the premises on a month-to-month basis, (iii) Seller has received no notice from the Studio lessor that lessor intends to terminate the Studio Lease or that Seller must vacate the premises by a date certain, (iv) Seller has no reason to believe that the Studio lessor would refuse enter into a new lease with Buyer, (v) all accrued and currently payable rents and other payments required under the Studio Lease to be paid by Seller have been paid, (vi) Seller is in peaceable possession of the applicable site covered by the Studio Lease, and (vii) neither Seller nor, to Seller's knowledge, any other party thereto is in default under the Studio Lease.

7.7 Insurance. Schedule 7.7 contains a true and complete list of all insurance policies in respect of the Station that are in effect as of the date of this Agreement. All policies of insurance listed on Schedule 7.7 are in full force and effect in all material respects as of the date of this Agreement. Seller maintains, and through Closing shall maintain, customary insurance policies covering its Assets and various occurrences that may be reasonably anticipated to arise in connection with the operation of the Station.

7.8 Employees. Seller has furnished to Buyer a true and complete list of all employees of the Station (collectively, the "Employees") as of the date set forth on such list showing each of their names, titles and current annual base salary rates. The employment of all Employees is terminable at will, and, except for agreements included on Schedule 1.1(d) no Employee has any agreement, written or oral, regarding the terms of their employment or compensation. Buyer may but shall not be required to hire any of the Employees but any such hires by Buyer shall constitute a new employment relationship and Buyer shall not be obligated to assume any of Seller's outstanding obligations, including but not limited to accrued sick or vacation leave.

7.9 Employee Benefit Plans. Seller does not maintain, is not a party to and does not make contributions to any "employee pension benefit plan," or "employee welfare benefit plan," as such term is defined in Sections 3(2) and 3(1) of ERISA. All employee benefit plans maintained by Seller or to which Seller is obligated to contribute are in all material respects maintained, funded and administered in compliance with ERISA and other applicable law.

7.10 Environmental Compliance.

To Seller's knowledge:

(a) with respect to the ownership and operation of the Station: Seller has complied in all material respects with and are in compliance in all material respects with all federal, state and local laws pertaining to human exposure to RF radiation or relating to pollution and the discharge of materials into the environment and all OSHA rules and regulations (collectively, "Environmental Laws"); (b) Seller holds all the permits, licenses and approvals of governmental authorities necessary for the current use, occupancy or operation of the Station and/or properties under applicable Environmental Laws ("Environmental Permits"); (c) Seller is in compliance with such Environmental Permits; (d) such Environmental Permits are transferable to the Buyer without the consent of any government agency; and (e) there are no underground or aboveground storage tanks on any of the leased real property used in the operation of the Station. To Seller's knowledge, no hazardous or toxic substances have been released, discharged or disposed of on any of the leased real property used in the operation of the Station. To Seller's knowledge, there are no quantities or concentrations of hazardous or toxic substances present at, on or under the leased real property used in the operation of the Station that would pose an unacceptable risk to human health or the environment under any Environmental Law. To Seller's knowledge, no litigation or proceeding relating to Environmental Laws, Environmental Permits or any release, discharge or disposal of hazardous or toxic substances is pending or threatened against the Station or Seller.

(b) To Seller's knowledge, with respect to the period during which Seller leased or otherwise occupied the Tangible Personal Property and/or the leased real property and, to Seller's knowledge, at any other time, no one has caused hazardous or toxic substances to be stored, deposited, treated, recycled, disposed of, or released at any leased real property used, operated or occupied by Seller in connection with the ownership or operation of the Station that would subject any owner or operator of such real property to liability for cleanup, removal or some other remedial action under any Environmental Laws.

7.11 Compliance With Laws. To Seller's knowledge, Seller has operated and is operating in material compliance with all laws, regulations and governmental orders applicable to Seller and the business and operation of the Station. Seller has not received any notice asserting any noncompliance with any applicable statute, rule or regulation, in connection with the operation of the Station, and, to Seller's knowledge, no investigation is pending or threatened regarding any such matter.

7.12 MVPD Matters. Seller sent timely must carry election notices to DirecTV and Dish for the current election cycle for the period January 1, 2012 to December 31, 2014, and let Cable One default to must carry status for that period according to FCC rules. The Station's signal has been carried on Dish, DirecTV and Cable One in the Boise, Idaho DMA since January 1, 2012 and there has been (i) no change since in the Station's carriage or channel position on any MVPD System, and (ii) no written notification to the Station that it may not be entitled to carriage on any MVPD System for failure to meet the FCC's signal carriage rules (as defined in 47 C.F.R § 76.55 and § 76.66).

7.13 Taxes. Seller has timely filed (subject to any permitted filing date extensions) all federal, state, local income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid with respect to the Station.

7.14 Absence of Litigation. Except for proceedings (including FCC rulemaking proceedings) generally affecting the television broadcasting industry, there are no suits, arbitrations, administrative charges, decrees, judgments, or other legal proceedings, claims or governmental investigations pending against, or, to Seller's knowledge, threatened against, Seller relating to or affecting this Agreement or the transactions contemplated hereby or the Assets, nor, to Seller's knowledge, is there any basis for any such suit, arbitration, administrative charge, or other legal proceeding, claim or governmental investigation.

7.15 Bankruptcy. No insolvency proceedings of any character, voluntary or involuntary, affecting Seller or any of the Assets, are pending or, to Seller's knowledge, threatened, and Seller has not made any assignment for the benefit of creditors or taken any action which would constitute the basis for the institution of such insolvency proceedings.

7.16 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf.

7.17 Breach by Buyer. Seller is not aware of any breach by Buyer of its covenants or warranties herein.

ARTICLE 8 COVENANTS

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

(a) not directly or indirectly, including by dissolution, liquidation, merger or otherwise, sell, lease or dispose of any of the Assets unless those assets are replaced in the ordinary course of business consistent with past Seller practices with assets of equal or greater value;

(b) maintain the Tangible Personal Property in its current condition (reasonable wear and tear in ordinary usage excepted);

(c) take all actions reasonably necessary to maintain the FCC Licenses;

(d) use all commercially reasonable efforts to obtain any required consents under the Tower Site Lease, the Studio Lease, and the Contracts to assign such contracts to Buyer at Closing;

(e) furnish Buyer with reasonable access to the Station;

(f) give Buyer prompt written notice of the occurrence of any of the following: (i) a loss, taking, condemnation, damage or destruction of or to any of the Assets, (ii) the commencement of any material proceeding or litigation (at law or in equity) or before the FCC or any other governmental authority that involves the FCC Licenses, other than proceedings or litigation of general applicability to the television broadcasting industry, (iii) any material violation by Seller of any federal, state or local law, statute, ordinance, rule or regulation known to Seller, or (iv) any notice of material breach, default, claimed default or termination of any Contract or Real Property Lease;

(g) notify the Buyer promptly of any event, circumstance or occurrence which will interfere with the prompt consummation of this transaction at Closing;

(h) upload to the FCC hosted online public file for the Station all documents currently required to be in the Station's local public inspection file at the main studio which are required to be uploaded to the online file;

(i) from the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement pursuant to Article 15, not solicit the submission of any proposal or offer from any other person or entity relating to the acquisition of the Station or participate in any discussions or negotiations with any other person or entity relating thereto;

(j) notify Buyer if Seller has reason to believe that Buyer may be in breach or threatened breach of Buyer's warranties or covenants hereunder; and

(k) continue operation of the Station in all material respects in accordance with FCC laws and with all other applicable laws, rules and regulations.

8.2 Buyer's General Covenants. Buyer covenants and agrees that between the date hereof and the Closing, Buyer shall:

(a) maintain its qualifications to be the licensee of the Station as set forth in Section 6.5 above, and the accuracy of the other Representations and Warranties of Buyer set forth in Article 6 herein;

(b) take necessary steps as required to be able to pay the Purchase Price and otherwise consummate this transaction;

(c) notify the Seller promptly of any event, circumstance or occurrence which will interfere with the prompt consummation of this transaction at Closing; and

(d) notify Seller if Buyer has reason to believe that Seller may be in breach or threatened breach of Seller's warranties or covenants hereunder.

ARTICLE 9 JOINT COVENANTS

Seller and Buyer hereby covenant and agree that:

9.1 Cooperation. Each party shall cooperate fully with the other in taking any commercially reasonable actions (including to obtain the required consent of any governmental instrumentality 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.

9.2 Control of Station. Notwithstanding that possession and control of the Station will pass to Buyer at Closing, for a period of 60 days following the Closing Date, Buyer will allow Cocola Broadcasting Companies, LLC ("CBC") to remain connected to the Station's equipment at the Transmitter Site at no cost to CBC, provided that prior to or at the end of such period CBC causes a licensed professional engineer and/or electrician of its choice to disconnect it from all such equipment at CBC's sole expense, leaving such equipment as functional and safe as it was immediately prior to disconnection. Any claim of Buyer against CBC arising from or relating to such disconnection shall be treated as though it were a claim for breach of representation or warranty by Seller that may be satisfied from the Deposit.

9.3 Application for Facilities Modification. Seller agrees to cooperate with Buyer to allow Buyer to prepare and file at Buyer's cost but in Seller's name, during the pendency of the Assignment Application, an application for modification of the operating facilities of the Station.

9.4 Further Assurances. From time to time after the Closing Date, upon the reasonable request of either party hereto, the other party shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment, transfer, acceptance and assumption, and take such further action as the requesting party may reasonably request in order to fully effectuate the purposes, terms and conditions of this Agreement and the other agreements specified in this Agreement.

9.5 Access to Books and Records. Seller will provide Buyer reasonable access and the right to copy, at Buyer's expense, for a period of three (3) years from the Closing Date any books and records relating to the Assets but not included in the Assets. Buyer shall provide Seller reasonable access and the right to copy, at Seller's expense, for a period of three (3) years after the Closing Date any books and records relating to the Assets that are included in the Assets.

9.6 Publicity. All press releases and other announcements, whether written or oral, to be made by either party with respect to the transactions contemplated by this Agreement, shall be subject to the agreement of the parties prior to the dissemination thereof; provided, however, that either party may make any announcement required by applicable law.

9.7 Bulk Transfer. Buyer and Seller hereby waive compliance with the bulk transfer provisions of the Uniform Commercial Code and all similar laws to the extent applicable.

ARTICLE 10
CONDITIONS OF CLOSING BY SELLER

The obligations of Seller hereunder to consummate the transactions contemplated herein are, at its option, subject to satisfaction, at or prior to the Closing of each of the following conditions:

10.1 Representations, Warranties and Covenants. 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.

10.2 Governmental Consents. The FCC Consent shall have been obtained and shall be in full force and effect, and no court, administrative or governmental order prohibiting the Closing shall be in effect.

10.3 Closing Deliveries. Buyer shall have made each of the deliveries contemplated by Section 13.2 hereof.

10.4 No Litigation. Buyer shall not have initiated or prosecuted any adverse claim or litigation, arising from this transaction or from Seller's operation of the Station against Seller (or Seller's principals.)

ARTICLE 11
CONDITIONS OF CLOSING BY BUYER

The obligations of Buyer hereunder to consummate the transactions contemplated herein are, at its option, subject to satisfaction, at or prior to the Closing of each of the following conditions:

11.1 Representations, Warranties and Covenants. 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.

11.2 Governmental Consents. The FCC Consent shall have been obtained, shall be in full force and effect, shall be a Final Order, and no court or governmental order prohibiting the Closing shall be in effect.

11.3 Required Consents. All required consents to the assignment of the Contracts shall have been obtained.

11.4 Closing Deliveries. Seller shall have made each of the deliveries contemplated by Section 13.1 hereof.

11.5 Absence of Liens; Payoff Letters. On the Closing Date and simultaneously with the Closing, there shall not be any Security Interests on the Assets except as contemplated by Section 2.1.

11.6 No Litigation. Seller shall not have initiated or prosecuted any adverse claim or litigation arising out of this transaction against Buyer (or Buyer's principals.)

ARTICLE 12 EXPENSES

Seller and Buyer shall each bear its own costs expenses in connection with the negotiation and preparation of this Agreement and all closing documents required pursuant to Sections 13.1 and 13.2 hereof. The filing fee for the Assignment Application shall be shared equally by Seller and Buyer. The cost of the required newspaper public notice regarding the Assignment Application shall be paid by the Seller. All transfer, documentary, sales, use, stamp, registration and other such Taxes and fees, including penalties and interest, if any, but exclusive of any income Taxes, incurred in connection with the transfer of the Assets to Buyer as contemplated herein (collectively, "Transfer Taxes") shall be borne and paid equally by Buyer and Seller. Each party agrees to cooperate with the other party in the timely completion, execution and filing of any documentation required by any local or state governmental authority in connection with the Transfer Taxes. The costs and expenses incurred in connection with the performance of and compliance with the terms of this Agreement shall be the separate responsibility of each party.

ARTICLE 13 DELIVERIES AT CLOSING

13.1 Seller's Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer:

(a) consents of counterparties, if required, under the Real Property Leases and the Contracts, for assignment of such agreements to Buyer;

(b) a certificate, dated the Closing Date and duly executed by the general partner of the Seller to the effect that the representations and warranties of Seller made in this Agreement are true and correct 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;

(c) a certificate, dated as of the Closing date, executed by the general partner of the Seller, certifying that (i) the certificate of limited partnership of Seller attached thereto is true, correct and complete and in full force and effect and (ii) the resolutions, as attached to such certificate, were duly adopted by the general partner of Seller, authorizing and approving the execution of this Agreement and the consummation of the transactions contemplated hereby and thereby and that such resolution has not been modified, amended or revoked by the general partner of Seller;

(d) a counterpart of the Escrow Agreement, executed on behalf of Seller;

(f) such bills of sale, assignments of licenses, assignment and assumption of leases, documents of title and other instruments of conveyance, assignment and transfer as may reasonably be requested by Buyer to convey, transfer and assign the Assets to Buyer, in the condition of title contemplated by Section 2.1;

(g) a counterpart of the Partnership Dissolution Agreement (the "Partnership Dissolution Agreement") in the form of Schedule 13.1(g), executed on behalf of the general partner of Seller; and

(h) Unless an adjustment has been made to the purchase price, any check for any pro-rations as called for in Section 3.1 (if necessary).

13.2 Buyer's Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Seller:

(a) such documents and instruments of assumption as may reasonably be requested by Seller for Buyer to assume the Tower Site Lease, the Contracts and any other Assumed Liabilities;

(b) a certificate, dated the Closing Date and duly executed by an officer or manager of Buyer to the effect that the representations and warranties of Buyer made in this Agreement are true and correct 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;

(c) a certificate, dated as of the Closing date, executed by Member Diane Dostinich, Trustee of the Diane D. Dostinich Revocable Family Trust, certifying that (i) the articles of organization of Buyer attached thereto is true, correct and complete and in full force and effect and (ii) the resolutions, as attached to such certificate, were duly adopted by the Member of Buyer, authorizing and approving the execution of this Agreement and the consummation of the transactions contemplated hereby and thereby and that such resolutions remain in full force and effect;

(d) a counterpart of the Escrow Agreement, executed on behalf of Buyer;

(e) a counterpart of the executed Partnership Dissolution Agreement, executed on behalf of the limited partner of Seller;

(f) Unless an adjustment has been made to the purchase price, a check for any pro-rations due under Section 3.1 (if necessary); and

(g) the Purchase Price, less the Deposit and any adjustments pursuant to Section 3.1 hereof (if necessary), which shall be paid \$60,000.00 to Escrow Agents under the Escrow Agreement and the balance to Seller.

ARTICLE 14
SURVIVAL; INDEMNIFICATION.

14.1 Survival. The indemnification obligations of Seller contained in Section 14.2(a) and Buyer under 14.2(b) hereof with respect to Claims (as defined below) made by third parties against Buyer or Seller, as applicable, shall survive for two (2) years after the Closing. Those Claims made under this Article 14 that relate to Damages (as defined below) for which timely written notice is given by the indemnified party to the indemnifying party prior to expiration of this survival period, shall survive until resolved.

14.2 Indemnification.

(a) From and after the Closing, Seller shall defend, indemnify and hold harmless Buyer from and against third party losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses incurred by Buyer arising out of or resulting from (i) the failure of Seller to perform under any contracts or agreements prior to the Closing; and (ii) the business or operation of the Station prior to the Closing.

(b) From and after the Closing, Buyer shall defend, indemnify and hold harmless Seller from and against third party losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses incurred by Seller arising out of or resulting from: (i) the failure of Buyer to perform and discharge the Assumed Liabilities; and (ii) the business or operation of the Station after the Closing.

14.3 Procedures. The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder on the part of the indemnifying party (a "Claim"), but a failure to give such notice or a delay in giving such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following additional terms and conditions:

(a) The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim.

(b) In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within twenty (20) days after written notice (which shall include sufficient description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose such claim, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding: (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim; (ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the indemnified party of a release from all liability in respect of such Claim; and (iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel or other representatives concerning such Claim and the indemnifying party and the indemnified party and their respective counsel or other representatives shall cooperate in good faith with respect to such Claim.

ARTICLE 15 TERMINATION

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

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

(b) by written notice of Seller to Buyer if Buyer has breached in any material respect any of its representations or warranties or other terms of this Agreement, or has defaulted in any material respect in the performance of any of its covenants or agreements contained herein and such breach or default was not cured within the Cure Period;

(c) by written notice of Buyer to Seller if Seller has breached in any material respect any terms of this Agreement or has defaulted in any material respect in the performance of any of its covenants or agreements contained herein and such breach or default was not cured within the Cure Period;

(d) by written notice of Seller to Buyer, or Buyer to Seller, if the FCC designates the Assignment Application for hearing by a written action or denies the Assignment Application by Final Order; or

(e) by written notice of Seller to Buyer, or Buyer to Seller, if the FCC denies the Assignment Application by Final Order; or

(f) by written notice of Seller to Buyer, or Buyer to Seller, if the Closing shall not have been consummated on or before six months from the date of this Agreement, and if the party giving notice is not materially at fault for the delay.

The term "Cure Period" as used herein means a period commencing on the date that a party receives from the other written notice of breach or default hereunder and continuing for thirty (30) days thereafter.

15.2 Effect of Termination.

(a) The termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

(b) Upon termination under Section 15.1 (a) (c), (d), (e) or (f), this Agreement shall be deemed null and void except for the first sentence of Section 1.2(c) concerning the Deposit. Upon termination under Section 15.1(b), due to default of the Buyer, this Agreement shall be deemed null and void and Seller shall be entitled to retain the Deposit as liquidated damages as Seller's exclusive remedy. Seller acknowledges that its damages in the event of termination of this Agreement under the provisions of Section 15(b) above would be difficult to determine and that the Deposit is a reasonable and satisfactory substitution for the amount such damages. If this Agreement is terminated pursuant to Section 15.1(c) due to the default of Seller, the Buyer may bring an action for specific performance or injunctive relief and may sue Seller's general partner for damages, provided however that if Buyer sues for specific performance or injunctive relief it may not also sue for damages. Seller acknowledges that the Station is a unique asset that cannot be readily replaced on the open market and that Buyer will be irreparably injured if this Agreement is breached by Seller. Therefore, in the event that Buyer institutes any action to obtain injunction relief or to specifically enforce Seller's performance under this Agreement, Seller agrees to waive the defense that Buyer has an adequate monetary remedy at law and Seller shall not interpose any opposition, legal or otherwise, as to the propriety of specific performance or injunctive relief as a remedy for Buyer. Either party may be liable for damages to the other party for material fault for not diligently prosecuting and using good faith in filing the Assignment Application, subject to the liquidated damages limitations set forth above.

ARTICLE 16 MISCELLANEOUS PROVISIONS

16.1 Assignment. Neither party may assign any of its rights or obligations under this Agreement without the express prior written consent of the non-assigning party.

16.2 Amendments. No amendment to, or waiver of compliance with, any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver or amendment is sought.

16.3 Risk of Loss. The risk of loss, damage or destruction to any of the Assets from fire or other casualty or cause shall be borne by Seller at all times before the Effective Time. For any such loss, damage or destruction, the proceeds of any claim payable under any insurance policy with respect thereto, shall be used to repair, replace or restore any such property to its former condition, subject to the conditions stated below. It is expressly understood and agreed that, in the event of any loss or damage to any of the Assets from fire, casualty or other causes before the Closing, Seller shall notify Buyer of same in writing immediately. Such notice shall specify with particularity the loss or damage incurred, the cause thereof (if known or reasonably ascertainable) and the insurance coverage. If the damaged property is not substantially repaired, replaced or restored on or before the Closing Date, Buyer at its sole option: (a) may elect to

postpone Closing until such time as the property has been completely repaired, replaced or restored to the reasonable satisfaction of Buyer if the repair, replacement or restoration can be accomplished within three (3) months following the date of the loss or damage or the Closing Date, whichever is the earlier, and (b) may elect to consummate the Closing and accept the property in its then condition, in which event Seller shall pay to Buyer all unused proceeds of insurance and assign to Buyer the right to any unpaid proceeds; or (c) terminate this Agreement and the Total Deposit shall be returned to Buyer.

16.4 Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

16.5 Governing Law. To the extent not governed by federal communications laws, the construction and performance of this Agreement shall be governed by the laws of the State of California applicable to contracts made and to be fully performed within such State, without giving effect to the choice of law provisions thereof that may require the application of the laws of any other state.

16.6 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, or on the next business day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery (or to such other address as any party may request by written notice), or by confirmed facsimile transmission:

If to Seller: Boise Telecasters, L.P.
Attention: Gary M. Cocola
706 West Herndon Avenue
Fresno, CA 93650-1022
telephone: (559) 435-7000
facsimile: (559) 435-3201

with a copy (which shall not constitute notice) to:

McCormick Barstow LLP
Attention: John McGregor, Esq.
P.O. Box 28912
Fresno, California 93729-8912
telephone: 559-433-1300
facsimile: 559-433-2300

If to Buyer: IAM Broadcasting, LLC
Attention: Diane Dostinich
322 Culver Blvd., Suite 1
Playa Del Rey, CA 90293
telephone: (310) 600-6672
facsimile: (310) 822-2806

with copies (which shall not constitute notice) to:

Fletcher Heald & Hildreth, PLC
Attention: Kathleen Victory, Esq.
1300 N. 17th Street, Suite 1100
Arlington, VA 22209
telephone: 703-012-0400
facsimile: 703-812-0486

and SSG Law Corp.
Attention: Martin Goldberg, Esq.
4519 Admiralty Way, #204
Marina del Rey, CA 90292
telephone: (310) 823-9606
facsimile: (310) 823-7934

16.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic means shall be as effective as delivery of a manually executed original counterpart of this Agreement.

16.8 No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement, except that Kevin Mosesian is an intended third party beneficiary of Buyer's assumption of the Storage Facility Lease.

16.9 Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby, unless such construction would alter the fundamental purposes of this Agreement and/or reduce the Purchase Price beyond adjustments pursuant to Section 3.1.

16.10 Entire Agreement. This Agreement, together with its Schedules, embodies the entire agreement and understanding of the parties hereto regarding the subject matter hereof and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

16.11 Terms Generally. The defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without

limitation.” All references herein to Articles, Sections, and Schedules shall be deemed references to Articles and Sections of, and Schedules to, this Agreement unless the context shall otherwise require.

16.12 Attorneys’ Fees. In the event of a dispute relating to this Agreement involving the interpretation or enforcement of the terms of this Agreement, resulting in litigation brought by either party, the prevailing party in such litigation shall be entitled, in addition to other relief ordered by the Court, to reasonable attorneys’ fees and expenses.

16.13 Further Assurances. After the Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

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

SELLER: **BOISE TELECASTERS, L.P.**

By: COCOLA BROADCASTING COMPANIES, LLC,
General Partner

By: _____
Gary Cocola, Manager

BUYER: **IAM BROADCASTING, LLC**

By: 
Diane Dostinich, Manager
2-2-13 L

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

SELLER:

BOISE TELECASTERS, L.P.

By: COCOLA BROADCASTING COMPANIES, LLC,
General Partner

By: 

Gary Cocola, Manager

BUYER:

IAM BROADCASTING, LLC

By: _____

Diane Dostinich, Manager

Table of Schedules

1.1(a)	Licenses, Permits and Authorizations
1.1(b)	Tangible Personal Property
1.1(c)	Real Property Leases
1.1(d)	Contracts
1.2(b)	Escrow Agreement
7.7	Insurance
13.1(g)	Partnership Dissolution Agreement