

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “Agreement”) is entered into as of this 29th day of December, 2017 (the “Effective Date”) by and between **HC2 STATION GROUP, INC.**, a Delaware corporation (“Buyer”) and **CTB SPECTRUM SERVICES FOUR LLC**, a Delaware limited liability (“Seller”) (each a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, Seller is the holder of all licenses, construction permits, pending applications for permits (if any), and any other authorizations applied for or issued (the “FCC Authorizations”) by the Federal Communications Commission (the “FCC”) with respect to the low power television stations listed in Exhibit A attached hereto (each a “Station” and collectively the “Stations”);

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

WHEREAS, on the terms and conditions described herein, Seller desires to sell and Buyer desires to purchase substantially all of the Purchased Assets (as defined below) used in connection with the construction and operation of the Stations;

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

ARTICLE 1: SALE AND PURCHASE

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

(a) **the FCC Authorizations**.

(b) **Intangible Property**. All rights to the Stations’ call letters and in any trademarks, trade names, service marks, patents, patent applications, internet domain names and associated websites, copyrights, programs and programming material (including program rights), jingles, slogans, logos, and other intangible property owned or leased by Seller and used or useful in the operation of the Stations, including those listed on Schedule 1.1(e), and all goodwill associated with the foregoing (collectively, the “Intangible Property”).

(c) **Files and Records.** Filings with the FCC relating to the Stations, and such other technical information, engineering data, books and records that relate to the Stations and the Purchased Assets being conveyed hereunder.

(d) **Claims.** Any and all claims and rights against third parties if and to the extent relating to Purchased Assets or the Stations.

(e) **Relocation Funding.** All rights of Seller to the funds described in Section 5.2.

1.2 **Excluded Assets.** All other assets or rights of Seller shall be excluded from the Purchased Assets and retained by Seller (collectively, the “Excluded Assets”) including:

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

(b) **Equipment.** Any transmission equipment use by the Stations and any agreements for transmitter-site access.

(c) **Employees.** Any employees of the Stations or of Seller.

(d) **Contracts.** Any contracts, leases, or other agreements of the Station or Seller.

1.3 **Liabilities.** The Purchased Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements, equipment leases, and other liens, liabilities and encumbrances of every kind and nature (“Liens”), Buyer shall not assume any obligations or liabilities including (i) any obligations or liabilities under the any contract or agreement; (ii) any obligations or liabilities of Seller which are unrelated to the Purchased Assets being sold hereunder, (iii) any obligations or liabilities relating to employees of Seller, (iv) any obligations or liabilities relating to any Excluded Assets, (v) any federal, state or local franchise, income or other taxes of Seller, (vi) any amounts (other than regulatory fees) due and owing to the FCC prior to the Closing, or (vii) any other obligations or liabilities of Seller (collectively, the “Retained Liabilities”).

1.4 **Purchase Price.** The purchase price to be paid for the Purchased Assets will be Three Hundred Fifty Thousand Dollars (\$350,000) (the “Purchase Price”). Buyer shall pay the Purchase Price to Seller by wire transfer at the Closing of immediately available funds to an account specified by Seller at least two (2) business days prior to the Closing Date.

1.5 **Escrow Deposit.** Within five (5) business days after the Effective Date, Buyer shall deposit the amount of Thirty Five Thousand Dollars (\$35,000) into escrow (the “Escrow Deposit”) with Fletcher, Heald & Hildreth, PLC (“Escrow Agent”), at a financial institution of Escrow Agent’s selection. The Parties shall execute a separate Escrow Agreement with the Escrow Agent. The Escrow Deposit shall be the sole and exclusive recourse for Seller for any

breach of this Agreement by Buyer. Upon the Closing, Escrow Agent shall disburse the Escrow Deposit to Seller to be credited against the Purchase Price. If this Agreement is terminated (other than pursuant to Section 11.1(b)) or if the Closing is not otherwise consummated, Escrow Agent shall disburse the Escrow Deposit to Buyer, and Seller shall not, by any act or omission, delay or prevent any such payment.

ARTICLE 2: FCC CONSENT; ENVIRONMENTAL; CLOSING

2.1 **FCC Consent; Assignment Application.** Buyer and Seller shall prepare, execute, file, and vigorously prosecute an application to the FCC (the “Assignment Application”) requesting the FCC’s consent (the “FCC Consent”) to the assignment from Seller to Buyer of all FCC Authorizations pertaining to the Stations. The Assignment Application shall be filed not later than ten (10) business days after the date of the execution of this Agreement. Buyer and Seller shall take all reasonable steps to cooperate with each other and with the FCC in order to secure such FCC Consent without delay and to promptly consummate the transaction contemplated in this Agreement. Buyer shall pay the FCC filing fees due in connection with the Assignment Application. Seller shall be responsible for arranging for and paying the cost of any newspaper notices required by the FCC. Each party shall be responsible for all of its other costs with respect to the preparation, filing and prosecution of the Assignment Application. Buyer and Seller shall promptly notify each other of, and provide copies of, all documents filed with or received from the FCC or any other governmental agency with respect to this Agreement, the Assignment Application or the transaction contemplated hereby. If Buyer or Seller becomes aware of any fact which would prevent or delay the FCC Consent, it shall promptly notify the other Party.

2.2 **Closing Date; Closing Place.** The closing (the “Closing”) of the transaction contemplated in this Agreement shall occur on a date (the “Closing Date”) that is no more than ten (10) business days following the later to occur of the date on which: (a) the FCC Consent shall have been shall have become a Final Order (as defined below) unless such requirement shall have been waived by Buyer in its sole discretion, and (b) all the other conditions to the Closing set forth in Articles 7 and 8 hereof shall have either been waived or satisfied; and Seller and Buyer agree to cooperate to the extent necessary to obtain the FCC's extension of the effectiveness of the FCC Consent as may be required. For purposes of this Agreement, the term “Final Order” means action by the FCC consenting to the Assignment Application, and such consent shall not have been reversed, stayed, enjoined, set aside, annulled, or suspended, and with respect to which action no timely request for stay, petition for rehearing, petition for reconsideration, application for review, or notice of appeal is pending, and as to which the times for filing any such request, petition, application, notice, or appeal, or for reconsideration or review by the FCC on its own motion, shall have expired. The Closing shall be held at the offices of Buyer's counsel, or by exchange of documents via email, and without the physical presence of Seller and Buyer if practicable, or as Seller and Buyer agree.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer:

3.1 **Organization and Authorization.** Seller is a limited liability company duly organized and validly existing, and in good standing under the laws of the State of Delaware and

as of the Closing Date will be qualified to do business in any other jurisdiction where such qualification is required by law, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on a Station or any Purchased Asset. Seller has the power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby on Seller's part, have been duly and validly authorized by Seller, and no other actions on the part of Seller are necessary to authorize the execution and delivery of, or the performance of Seller's obligations under, this Agreement, or to consummate the transaction contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller. This Agreement constitutes the legal, valid, and binding obligation of Seller enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

3.2 **No Defaults.** The consent of Spectrum Evolution, Inc. (“SEI”) has been obtained pursuant to a separate document and is in full force and effect. The execution, delivery, and performance of this Agreement by Seller will not (i) constitute a violation of, or conflict with, any organizational documents of Seller, (ii) result in a default (or give rise to any right of termination, cancellation, or acceleration) under, or conflict with, any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, agreement, lease, or other instrument or obligation relating to the business of the Stations and to which Seller or any of the Purchased Assets may be subject, (iii) violate any statute, regulation, order, injunction, or decree of any federal, state, or local governmental authority or agency which is applicable to Seller or any of the Purchased Assets, (iv) result in the creation or imposition of any Lien of any nature whatsoever upon any of the Purchased Assets or (v) require the consent or approval of any governmental authority, lending institution, or other third party other than the FCC Consent.

3.3 **FCC Authorizations.** Schedule 1.1(a) hereto contains a true and complete list of the FCC Authorizations, for both constructed and unconstructed stations, and any pending construction permits or other authorizations or waivers from governmental or regulatory authorities that are required for the lawful conduct of the business and operations of the Stations in the manner and to the full extent that the Stations are presently operated or administered. The FCC Authorizations are in full force and effect. Seller lawfully holds each of the FCC Authorizations and the other permits and authorizations listed on Schedule 1.1(a), none of which is subject to any restrictions or conditions that would limit in any material respect the operations of the Stations, other than (i) as may be set forth on the faces of such FCC Authorizations, or (ii) as may be applicable to substantial segments of television broadcast stations of the same category of service as the Stations. Seller is operating or administering, and has operated or administered, the Stations in all material respects in compliance with the FCC Authorizations, the Communications Act of 1934, as amended, and all regulations and published policies of the FCC (the “Communications Laws”) and has completed the construction of all facilities or changes contemplated by any of the construction permits issued to the Stations that have subsequently received licenses. The Stations have not received complaints that they are causing objectionable interference to any other station and have not waived any interference rights except as set forth in Schedule 3.3. Apart from the anticipated displacement of all of the Stations authorized Channels 38-51 and Stations authorized on channels that have been or will be

assigned to full power and Class A television stations as the result of the repacking of the television spectrum into Channels 2-36, there is not now pending, or threatened, any action by or before the FCC to revoke, cancel, rescind, modify, or refuse to renew any of such FCC Authorizations. Except as set forth in Schedule 3.3, Seller has not received any notice of, and has no knowledge of, any pending, issued, or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against the Stations or Seller. There are no pending proceedings before the FCC regarding operations at variance with the FCC Authorizations of the Stations, and there has been no notice of inquiry or order to show cause issued by the FCC regarding the operational status of the Stations. All material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Stations have been filed, and all such reports and filings are accurate and complete in all material respects. The operations of the Stations do not exceed permissible levels of exposure to non-ionizing electromagnetic radiofrequency (“RF”) radiation specified in the FCC's rules and regulations concerning RF radiation. Except as set forth on Schedule 1.1(a), no Station was silent or operating on less than the required minimum schedule for a period of time of more than thirty (30) days during the current license term.

3.4 **Title**. Except as set forth on Schedule 3.4 hereof, no Liens exist or have been filed or recorded against the Purchased Assets in the public records of the Secretary of State of Seller's state of organization or in any other jurisdiction in which the Purchased Assets are located. All Liens on the Purchased Assets will be fully discharged on or prior to the Closing Date. The instruments to be executed by Seller and delivered to Buyer at the Closing, conveying the Purchased Assets to Buyer, will transfer good and marketable title to the Purchased Assets, free and clear of all Liens.

3.5 **Brokers**. Except for one finder retained by Seller and identified on Schedule 3.5 (“Finder”), there is no broker or finder or other person who would have any valid claim for a commission or a brokerage fee in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding, or action on the part of Seller. Seller shall pay to Finder a fee as agreed between Seller and Finder in a separate agreement and shall hold Buyer harmless from any and all obligations to Finder and any other broker or finder claiming a commission or fee because of Seller's actions.

3.6 **Litigation; Compliance with Law**. Seller is not subject to any order, writ, injunction, judgment, arbitration, decision, or decree having a binding effect and affecting the business of the Stations or the Purchased Assets or which restrains or enjoins, or purports to restrain or enjoin, or could reasonably be expected to restrain or enjoin, the transaction contemplated hereby, and to Seller's knowledge no such proceeding is pending. There is no material litigation or administrative investigation or proceeding pending by or against, or, to Seller's knowledge, threatened against, Seller which relates to the Stations or which could materially and adversely affect any of the Purchased Assets. Seller, with respect to the Stations, has complied in all material respects with all applicable laws, regulations, orders, or decrees. The present uses by Seller of the Purchased Assets do not violate any such laws, regulations, orders, or decrees in any material respect, and Seller has no knowledge of any basis for any claim for compensation or damage or other relief from any violation of the foregoing.

3.7 **Approvals and Consents.** The execution, delivery and performance by Seller of this Agreement and the consummation of the transaction contemplated hereby will not require any consent, permit, license or approval of any person, entity or government or regulatory authority other than the FCC Consent and the consent already given by SEI.

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

3.9 **Accuracy of Representations and Statements.** No representation or warranty made by Seller in this Agreement, and no statement made in any certificate, document, exhibit, or schedule furnished or to be furnished by Seller in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Buyer in the circumstance under which such representation, warranty, or statement was made.

ARTICLE 4: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Seller:

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

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

4.3 **No Defaults.** The execution, delivery, and performance of this Agreement by Buyer will not (i) conflict with or result in any breach of any provision of the articles of organization, operating agreement, or other similar organizational documents of Buyer, or (ii) result in a default (or give rise to any right of termination, cancellation, or acceleration) under, or conflict with, any of the terms, conditions, or provisions of any note, bond, mortgage, indenture,

agreement, lease, or other instrument or obligation relating to Buyer or its business, except for such defaults (or rights of termination, cancellation, or acceleration) or conflicts as to which requisite waivers or consents have been obtained and delivered to Seller, (iii) violate any statute, regulation, order, injunction, or decree of any federal, state, or local governmental authority or agency which is applicable to Buyer, or (iv) require the consent or approval of any governmental authority, lending institution, or other third party other than the FCC Consent.

4.4 **Buyer's Qualification.** Apart from the requirement of obtaining the FCC Consent, Buyer is, and will on the Closing Date be, legally, financially, and technically qualified to acquire, and to become the FCC licensee of, the Stations and to perform its obligations under this Agreement.

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

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

4.7 **Accuracy of Representations and Statements.** No representation or warranty made by Buyer in this Agreement, and no statement made in any certificate, document, exhibit, or schedule furnished or to be furnished by Buyer in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Seller in the circumstance under which such representation, warranty, or statement was made.

ARTICLE 5: COVENANTS OF SELLER

The following terms of this Article 5 shall apply from the Effective Date until the completion of the Closing (except as otherwise specified).

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

5.2 **Channel Relocation.**

(a) For each Station that is displaced as a result of the incentive auction repacking process, Buyer and Seller shall cooperate to either move to another channel in the repacked television band or seek to channel share with another television licensee. Buyer shall propose technical and engineering data and parameters to Seller for a channel relocation or channel sharing application, and shall provide Seller with completed engineering materials and channel sharing agreements (if applicable) for filing with the FCC, prior to Seller filing any displacement or channel sharing application. Seller shall review and approve Buyer's proposed technical and engineering data and, once approved, shall file the displacement application at the earliest opportunity reasonably available but, for channel change applications, no later than the close of the Special Displacement Window during which LPTV and translator stations may seek alternative channel assignments from the FCC, and for channel-sharing applications no later than the filing deadline for such applications. In the event Seller and a third party file mutually exclusive displacement applications, Seller shall consult in good faith with Buyer and then with the mutually exclusive applicant to resolve the mutual exclusivity in a manner that most closely preserves the current population coverage of the Station. In selecting an alternative channel and designing and constructing facilities to operate on any temporary or permanent channel assignment, Seller shall consult with Buyer regarding the Station's channel reassignment, design, equipment, facilities, and any other element of system configuration relevant to its operation following the conclusion of the post-auction transition.

(b) Seller shall take all actions necessary to secure funding and reimbursement for relocation in connection with the post-auction repacking process, whether available now or made available at any time prior to Closing.

(c) All funds that may be made available to reimburse low power television broadcasters for channel relocation costs and expenses shall be allocated to the Party which incurs such repacking and relocation expense for the Stations. Any expenses incurred by Seller prior to Closing in connection with the repacking and relocation of the Stations (whether such amounts are available prior to or following Closing) shall be for the account of Seller and any expenses incurred by Buyer in connection with the repacking and relocation of the Stations (whether such amounts are available prior to or following Closing) shall be for the account of Buyer.

(d) In connection with any notice that Seller receives from a 600 MHz licensee informing Seller that a Station will create interference to 600 MHz operations or that the Station must terminate service, Seller shall (i) promptly forward such notice to Buyer, (ii) continue to maintain the Station on its current channel for as long as permitted; (iii) satisfy any obligation to terminate service when required, and (iv) consult with Buyer in good faith on options to pursue continuous service and operation on alternative channels, including filing an application for special temporary authority to operate on an alternative channel or to channel share with another broadcast television licensee with engineering materials and/or sharing agreements provided by Buyer.

(e) In connection with any other notice that Seller receives from the FCC or any other person with respect to any interference any Station may create, Seller shall: (i) promptly forward such notice to Buyer, (ii) consult in good faith with Buyer regarding options for Seller to pursue in connection with resolution of such interference, and (iii) otherwise take all actions necessary to preserve all rights for the continued validity of the FCC Authorizations for the Stations.

5.3 **FCC Compliance.** None of the Stations has been constructed. Seller shall not be required to construct any of the Stations by virtue of this Agreement. Seller will deliver to Buyer, promptly after filing, copies of any material reports, applications, or responses to the FCC, or any material communications from the FCC, or if from any other person directed to the FCC, promptly after receipt by Seller, related to the Stations that are filed or received by Seller between the date of this Agreement and the Closing Date. Seller will not file any application with the FCC requesting authority to modify the Stations' facilities without Buyer's prior written consent and Seller shall take all actions necessary to (a) keep the FCC Authorizations, including all material permits and applications pending before the FCC, valid and in full force and effect and (b) to preserve all rights for the continued use of all the FCC Authorizations for the Stations.

5.4 **Maintenance of Stations in Ordinary Course.** Except disclosed in writing to and approved in writing by Buyer or as otherwise contemplated by Section 5.3, Seller shall pay and perform all of the obligations with respect to all of the Stations in the ordinary course as such obligations become due.

5.5 **Disposition of Assets.** Prior to the Closing Date, Seller shall not, without the prior written consent of Buyer, sell, lease, or transfer, or agree to sell, lease, or transfer, any of the Purchased Assets.

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

5.7 **Access to Facilities, Files and Records.** At the request of Buyer, Seller shall from time to time give or cause to be given to Buyer full access during normal business hours to the Purchased Assets, and any accounts, books, insurance policies, licenses, agreements, contracts and equipment with respect to the Stations; *provided, however*, that all such access shall require the express consent of Seller and shall be scheduled in a manner reasonably acceptable to Seller.

5.8 **Representations and Warranties.** Seller shall give detailed written notice to Buyer promptly upon learning of the occurrence of any event that would cause or constitute a breach, or that would have caused a breach had such event occurred or been known to Seller prior to the date hereof, of any of the representations or warranties contained in this Agreement. Seller shall use commercially reasonable efforts to cure any such event. Updates provided in order to comply with the covenant in this Section 5.8 will not have any impact on Buyer's Conditions to Closing or serve to limit Buyer's right to indemnification hereunder.

5.9 **Consummation of Agreement.** Seller shall use all commercially reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and

performed under this Agreement, and to cause the transaction contemplated by this Agreement to be fully carried out.

5.10 **Employees.** Buyer shall have no obligation to offer employment to any employee of Seller or the Stations. Buyer shall have no liability with respect to any such employee or for any such employee's benefits of any kind or nature, except to the extent that Buyer shall offer employment to any such employee and then only from and after the time at which such offer shall have been extended, and accepted by such employee, and subject to the terms and conditions thereof.

ARTICLE 6: COVENANTS OF BUYER

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

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

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

ARTICLE 7: CONDITIONS TO THE OBLIGATIONS OF SELLER

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

7.1 Representations, Warranties and Covenants.

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

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

7.2 **Proceedings.** Neither Seller nor Buyer is subject to any restraining order or injunction (or similar action) and no action is pending which would restrain or prohibit the consummation of the transaction contemplated hereby.

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

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

ARTICLE 8: CONDITIONS TO THE OBLIGATIONS OF BUYER

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

8.1 Representations, Warranties and Covenants.

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

(b) Seller shall have performed and complied with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date, including completion of each of the Required Repairs (as defined below).

8.2 **Proceedings.** Neither Seller, Buyer, the Stations nor any of the Purchased Assets is subject to any restraining order or injunction (or similar action) and no action is pending which would restrain or prohibit the consummation of the transaction contemplated hereby.

8.3 **FCC Authorizations.** The FCC Consent has been issued by the FCC with no conditions materially adverse to Buyer and shall have become a Final Order, unless Buyer has waived in writing the requirement that the Consent shall have become a Final Order.

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

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

8.6 **No Authorization Cancellation.** None of the FCC Authorizations shall have been cancelled or permanently discontinued as a result of the FCC's post-auction repacking

process or the FCC's rules related to suspension of operations; *provided, however*, that if any FCC Authorization is cancelled or permanently discontinued, Buyer shall purchase, and Seller shall sell, the Purchased Assets for the stations the licenses for which remain valid, with an appropriate *pro rata* reduction of the Purchase Price based on the population served by the remaining Stations.

ARTICLE 9: ITEMS TO BE DELIVERED AT CLOSING

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

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

(b) An Assignment and Assumption Agreement sufficient to assign the FCC Authorizations (including the Stations' call letters) to Buyer, in a form reasonably acceptable to Buyer and Seller (the "FCC Authorizations Assignment and Assumption Agreement");

(c) A Bill of Sale sufficient to assign the Purchased Assets (other than the FCC Authorizations) to Buyer in a form reasonably acceptable to Buyer and Seller (the "Bill of Sale");

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

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

(f) If repacking reimbursement funds become available to low power television stations, a copy of all documentation filed with the FCC or any other third-party provider of supplemental broadcast relocation funds updating the payment and banking information for the payment of relocation construction expenses the Stations are eligible to receive in connection with the post-auction transition, *provided, however*, that Buyer will identify reimbursement opportunities for which it wishes Seller to apply and will provide Seller with applications necessary to seek such reimbursement;

(g) Finder shall have executed and delivered a release, in a form reasonably acceptable to Buyer and sufficient to waive any Lien that Finder may have under any agreement to which Finder is a party or under applicable law, which shall release and waive all claims, Liens or other rights Finder or any affiliate of Finder may have with respect to, or otherwise relating to, the Purchased Assets, Seller or Buyer; and

(h) Joint Instructions to the Escrow Agent to release the Escrow Deposit to Seller to be credited against the Purchase Price.

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

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

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

(c) The FCC Authorizations Assignment and Assumption Agreement;

(d) The Bill of Sale;

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

(f) Joint Instructions to the Escrow Agent to release the Escrow Deposit to Seller to be credited against the Purchase Price.

ARTICLE 10: SURVIVAL AND INDEMNITY

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

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

10.2 General Agreement to Indemnify.

(a) Seller on the one hand, and Buyer on the other hand, shall indemnify, defend and hold harmless each other and any employee, representative, agent, director, officer, affiliate or permitted assign of each other (each, an "Indemnified Party") from and against any and all claims, claims, actions, suits, proceedings, liabilities, obligations, losses and damages, amounts paid in settlement, diminution of value, interest, costs and expenses (including reasonable attorneys' fees, court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) (collectively, "Losses") asserted against, incurred or suffered by any

Indemnified Party as a result of, arising out of or relating to: (i) the failure of any representation or warranty of the Indemnifying Party made in the Agreement to have been true and correct when made or as of the Closing Date as though such representation or warranty were made at and as of the Closing Date; or (ii) the breach by the Indemnifying Party of any covenant or agreement of such party contained in this Agreement or any collateral agreement to the extent not waived by the other party hereto. The term "Losses" shall be limited to a Party's actual out-of-pocket costs and expenses and shall exclude consequential, indirect and punitive damages (unless such consequential, indirect and punitive damages are payable in connection with a Third Party Claim).

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

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

10.3 **General Procedures for Indemnification.**

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

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

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

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

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

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

10.5 **Exclusive Remedy.** The right to indemnification, defense, hold harmless, payment or reimbursement provided in this Article 10 will be the exclusive remedy of any Party with respect to Losses after the Closing with respect to the transaction contemplated by this Agreement (except with respect to willful misconduct and fraud).

ARTICLE 11: TERMINATION

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

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

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

(d) by Buyer as provided in Section 12.6 (Risk of Loss);

(e) by written notice of Seller to Buyer, or Buyer to Seller: (i) if the Closing has not been consummated within twelve (12) months of the Effective Date of this Agreement; (ii) if, for any reason, the FCC denies or dismisses the Assignment Application and the time for reconsideration or court review under the Communications Act with respect to such denial or dismissal has expired and there is not then pending with respect thereto a timely filed petition for reconsideration or request for review; or (iii) if, for any reason, the Assignment Application is designated for an evidentiary hearing, *provided, however*, that the right to terminate this Agreement under this clause (e) shall not be available to any Party whose breach of this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date;

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

11.3 **Liability; Right to Terminate.** A termination of this Agreement shall not relieve any Party hereto of any liability for which it otherwise would be subject. Notwithstanding anything in this Agreement to the contrary, no Party that is in material breach of this Agreement shall be entitled to terminate this Agreement except with the written consent of the other Party.

11.4 **Defaults.**

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

(b) **Seller's Default.** (i) Upon a termination of this Agreement by Buyer pursuant to Section 11.1(c) due to a breach by Seller of any of its material obligations under this Agreement or (ii) if Buyer stands willing, ready, and able to close and is not in breach, and if

Seller nevertheless refuses to close, Buyer shall be entitled to receive, as liquidated damages and not as a penalty, the amount of Thirty Five Thousand Dollars (\$35,000) (in addition to return of the Escrow Deposit). Instead of terminating this Agreement, upon a default by Seller, Buyer may seek specific performance as provided in Section 11(c) below.

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

ARTICLE 12: MISCELLANEOUS

12.1 **Governing Law**. The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of New York (exclusive of those relating to conflicts of laws).

(a) **Venue of Buyer**. Any action at law, suit in equity or judicial proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, or any provision hereof, initiated by Seller against Buyer shall be litigated only in the courts of the State of New York in New York County or federal courts in the Southern District of New York. Buyer hereby consents to the personal and subject matter jurisdiction of such courts and waives any right to transfer or change the venue of any litigation initiated pursuant to the terms of this Section 12.1(a).

(b) **Venue of Seller**. Any action at law, suit in equity or judicial proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, or any provision hereof, initiated by Buyer against Seller shall be litigated in the state or federal courts of the State of Washington or of the State of Delaware. Seller hereby consents to the personal and subject matter jurisdiction of such courts and waives any right to transfer or change the venue of any litigation initiated pursuant to the terms of this Section 12.1(b).

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

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

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

12.5 **Public Announcements.**

(a) Prior to the Closing Date, no Party shall, without the approval of the other Party hereto, make any press release or other public announcement concerning the transaction contemplated by this Agreement, except (i) to announce that the transaction has been entered into and (ii) as and to the extent that such Party shall be so obligated by law or the rules of any stock exchange, in which case such Party shall give advance notice to the other Party and the Parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.

(b) Notwithstanding the foregoing, the Parties acknowledge that the rules and regulations of the FCC require that local public notice of the transaction contemplated by this Agreement be made after the Assignment Application has been filed with the FCC and that a copy of this Agreement be included as a material part of the Assignment Application, which will be made available for public inspection in the FCC's records. The form and substance of the required public notice, to the extent not dictated by the rules and regulations of the FCC, shall be mutually agreed upon by Seller and Buyer.

12.6 **Risk of Loss.** The risk of loss to any of the Purchased Assets on or prior to the Closing Date shall be upon Seller. Seller shall use all commercially reasonable efforts to repair or replace any damaged or lost Purchased Assets; *provided, however*, that in the event that any Purchased Asset or Purchased Assets incur(s) damages which are expected to exceed Ten Thousand Dollars (\$10,000) to repair or any Purchased Asset or Purchased Assets having a fair

market value of Ten Thousand Dollars (\$10,000), or more, is lost as of the date otherwise scheduled for the Closing, then Buyer may, at its option, upon prior written notice to Seller, either (i) postpone the Closing for a period of up to sixty (60) days while Seller shall repair or replace such Purchased Asset or Purchased Assets, (ii) elect to close the transaction contemplated herein with the Purchased Asset or Purchased Assets in their damaged or lost condition, in which case Seller shall assign to Buyer all proceeds of insurance on such damaged or lost Purchased Asset or Purchased Assets, and Buyer shall have the responsibility to repair or replace the damaged or lost Purchased Asset or Purchased Assets, or (iii) if such damage or loss exceeds One Hundred Thousand Dollars (\$100,000), may terminate this Agreement without penalty upon written notice to Seller. Should any of the licensed Stations that have not been taken dark not operate with at least 80% of its full, FCC-licensed facilities for a period of thirty (30) consecutive days, without appropriate notice or application to the FCC, and for reasons other than *force majeure*, Buyer may elect to terminate this Agreement with respect to those Stations without penalty upon giving written notice thereof to Seller.

12.7 **Successors and Assigns.** Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective representatives, heirs, successors and assigns. Seller may not assign this Agreement or any part hereof without the prior written consent of Buyer, which shall not be withheld unreasonably, and any attempted assignment without such consent shall be void. Buyer may not assign this Agreement or any part hereof, without the prior written consent of Seller, which shall not be unreasonably withheld, conditioned or delayed. In the event of any assignment of this Agreement, the assignee shall enter into a written agreement accepting joint and several liability for all obligations under this Agreement.

12.8 **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (a) when personally served, (b) one (1) business day following the day when sent by U.S. priority mail express, expenses prepaid, (c) three (3) business days following the day when sent by postpaid registered or certified mail, or (d) when sent by email (*provided* that an additional copy is sent within two (2) business days thereafter in accordance with the delivery method set forth in the preceding clauses (a), (b) or (c)), in each case to the parties at the following addresses:

If to **Seller**, then to:

Vernon L. Fotheringham
CTB Spectrum Services Four LLC
P.O. Box 682
Longview, WA 98632-7435
Email: vf@vern-sat.com

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

Kathleen Victory
Fletcher, Heald & Hildreth, PLC

1300 N. 17th St., 11th Floor
Arlington, VA 22209-3801
Email: victory@fhhlaw.com

If to **Buyer**, then to:

c/o HC2 Stations Group Inc.
450 Park Avenue, 30th Floor,
New York, NY 10022
Email: jferraro@hc2.com

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

Trey Hanbury
Hogan Lovells US LLP
555 13th St NW
Washington, DC 20004
Email: trey.hanbury@hoganlovells.com

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

12.9 **Further Assurances.** From time to time prior to, on and after the Closing Date, each Party hereto will execute all such instruments and take all such actions as any other party shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose hereof and all transactions contemplated by this Agreement, including the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered on the Closing Date, and any and all actions which may reasonably be necessary to complete the transaction contemplated hereby. The Parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

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

12.11 **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the Parties and their respective heirs,

successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

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


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

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER:

HC2 STATION GROUP, INC.

By: 
Name: Philip A. Falcone
Title: President/CEO

SELLER:

CTB SPECTRUM SERVICES FOUR LLC

By: _____
Name: Vernon L. Fotheringham
Title: Managing Member

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

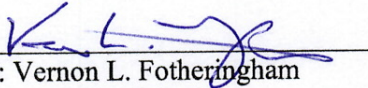
BUYER:

HC2 STATION GROUP, INC.

By: _____
Name: Philip A. Falcone
Title: President/CEO

SELLER:

CTB SPECTRUM SERVICES FOUR LLC

By: 
Name: Vernon L. Fotheringham
Title: Managing Member

EXHIBITS

Exhibit A List of Stations

SCHEDULES

1.1(a) FCC & Other Governmental Authorizations

1.1(e) Intangible Property

3.3 FCC Complaints and Inquiries

3.4 Liens

3.5 Broker

EXHIBIT A

List of Stations

Call Sign	Community of License	Facility ID	Licensee
K33MO-D	Santa Barbara, CA	185821	CTB SPECTRUM SERVICES FOUR LLC
K40NF-D	Santa Barbara, CA	185822	CTB SPECTRUM SERVICES FOUR LLC
K46MC-D	Santa Barbara, CA	185823	CTB SPECTRUM SERVICES FOUR LLC
K48NW-D	Santa Barbara, CA	185824	CTB SPECTRUM SERVICES FOUR LLC
W23EC-D	Lake Charles, LA	185548	CTB SPECTRUM SERVICES FOUR LLC
W31DQ-D	Lake Charles, LA	185549	CTB SPECTRUM SERVICES FOUR LLC
W48DZ-D	Lake Charles, LA	185550	CTB SPECTRUM SERVICES FOUR LLC
K32KS-D	Amarillo, TX	185831	CTB SPECTRUM SERVICES FOUR LLC
W27DJ-D	Sulphur, LA	185551	CTB SPECTRUM SERVICES FOUR LLC
W28EL-D	Vinton, LA	185555	CTB SPECTRUM SERVICES FOUR LLC
W31EA-D	Vinton, LA	185556	CTB SPECTRUM SERVICES FOUR LLC
W39DX-D	Vinton, LA	185557	CTB SPECTRUM SERVICES FOUR LLC
K41NE-D	Vinton, LA	185542	CTB SPECTRUM SERVICES FOUR LLC
K16JG-D	Clinton, OK	185581	CTB SPECTRUM SERVICES FOUR LLC
K18JO-D	Clinton, OK	185582	CTB SPECTRUM SERVICES FOUR LLC
K30LI-D	Clinton, OK	185583	CTB SPECTRUM SERVICES FOUR LLC
K32KA-D	Clinton, OK	185584	CTB SPECTRUM SERVICES FOUR LLC
K28LR-D	Erick, OK	185586	CTB SPECTRUM SERVICES FOUR LLC
K36LC-D	Erick, OK	185587	CTB SPECTRUM SERVICES FOUR LLC
K38MR-D	Erick, OK	185588	CTB SPECTRUM SERVICES FOUR LLC
K41LZ-D	Elk City, OK	185585	CTB SPECTRUM SERVICES FOUR LLC
KI7KS-D	Shamrock, TX	185650	CTB SPECTRUM SERVICES FOUR LLC
K46LJ-D	Shamrock, TX	185651	CTB SPECTRUM SERVICES FOUR LLC
K48MS-D	Shamrock, TX	185652	CTB SPECTRUM SERVICES FOUR LLC

Exhibit A

Call Sign	Community of License	Facility ID	Licensee
K20KS-D	McClean, TX	185590	CTB SPECTRUM SERVICES FOUR LLC
K21LA-D	McClean, TX	185591	CTB SPECTRUM SERVICES FOUR LLC
K26KN-D	McClean, TX	185592	CTB SPECTRUM SERVICES FOUR LLC
K33LE-D	McClean, TX	185593	CTB SPECTRUM SERVICES FOUR LLC
K14PY-D	Sonora, TX	185569	CTB SPECTRUM SERVICES FOUR LLC
K15JR-D	Sonora, TX	185570	CTB SPECTRUM SERVICES FOUR LLC
K40NL-D	Sonora, TX	185571	CTB SPECTRUM SERVICES FOUR LLC
K42LQ-D	Sonora, TX	185572	CTB SPECTRUM SERVICES FOUR LLC
K17KY-D	Junction, TX	185559	CTB SPECTRUM SERVICES FOUR LLC
K23MP-D	Junction, TX	185566	CTB SPECTRUM SERVICES FOUR LLC
K35LX-D	Junction, TX	185568	CTB SPECTRUM SERVICES FOUR LLC
K31MO-D	Kent, TX	185578	CTB SPECTRUM SERVICES FOUR LLC
K46ML-D	Kent, TX	185580	CTB SPECTRUM SERVICES FOUR LLC
K19JN-D	Balmorhea, TX	185646	CTB SPECTRUM SERVICES FOUR LLC
K20LI-D	Balmorhea, TX	185647	CTB SPECTRUM SERVICES FOUR LLC
K33LY-D	Balmorhea, TX	185649	CTB SPECTRUM SERVICES FOUR LLC
K22LL-D	Fort Stockton, TX	185573	CTB SPECTRUM SERVICES FOUR LLC
K28NG-D	Fort Stockton, TX	185575	CTB SPECTRUM SERVICES FOUR LLC
K29KI-D	Fort Stockton, TX	185576	CTB SPECTRUM SERVICES FOUR LLC
K35LE-D	Bakersfield, TX	185643	CTB SPECTRUM SERVICES FOUR LLC
K41NA-D	Bakersfield, TX	185644	CTB SPECTRUM SERVICES FOUR LLC

Exhibit A

SCHEDULE 1.1(a)**FCC & Other Governmental Authorizations**

Call Sign	Community of License	Facility ID	Licensee	File Number
K33MO-D	Santa Barbara, CA	185821	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100429ADB
K40NF-D	Santa Barbara, CA	185822	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100429ADD
K46MC-D	Santa Barbara, CA	185823	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100429ADF
K48NW-D	Santa Barbara, CA	185824	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100429ADG
W23EC-D	Lake Charles, LA	185548	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100407ABO
W31DQ-D	Lake Charles, LA	185549	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100407ABN
W48DZ-D	Lake Charles, LA	185550	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100407ABM
K32KS-D	Amarillo, TX	185831	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100430ABV
W27DJ-D	Sulphur, LA	185551	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100407ABL
W28EL-D	Vinton, LA	185555	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100407AAV
W31EA-D	Vinton, LA	185556	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100407AAU
W39DX-D	Vinton, LA	185557	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100407AAT
K41NE-D	Vinton, LA	185542	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100407AAO
K16JG-D	Clinton, OK	185581	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ACF
K18JO-D	Clinton, OK	185582	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ACG

Call Sign	Community of License	Facility ID	Licensee	File Number
K30LI-D	Clinton, OK	185583	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ACH
K32KA-D	Clinton, OK	185584	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ACI
K28LR-D	Erick, OK	185586	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ACK
K36LC-D	Erick, OK	185587	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ACL
K38MR-D	Erick, OK	185588	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ACM
K41LZ-D	Elk City, OK	185585	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ACJ
KI7KS-D	Shamrock, TX	185650	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100416ABJ
K46LJ-D	Shamrock, TX	185651	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100416ABL
K48MS-D	Shamrock, TX	185652	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100416ABM
K20KS-D	McClean, TX	185590	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ACO
K21LA-D	McClean, TX	185591	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ACP
K26KN-D	McClean, TX	185592	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ACQ
K33LE-D	McClean, TX	185593	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ACR
K14PY-D	Sonora, TX	185569	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ABT
K15JR-D	Sonora, TX	185570	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ABU
K40NL-D	Sonora, TX	185571	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ABV
K42LQ-D	Sonora, TX	185572	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ABW
K17KY-D	Junction, TX	185559	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ABP
K23MP-D	Junction, TX	185566	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ABQ

Call Sign	Community of License	Facility ID	Licensee	File Number
K35LX-D	Junction, TX	185568	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ABS
K31MO-D	Kent, TX	185578	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ACC
K46ML-D	Kent, TX	185580	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ACE
K19JN-D	Balморhea, TX	185646	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100416ABF
K20LI-D	Balморhea, TX	185647	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100416ABG
K33LY-D	Balморhea, TX	185649	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100416ABI
K22LL-D	Fort Stockton, TX	185573	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ABX
K28NG-D	Fort Stockton, TX	185575	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ABZ
K29KI-D	Fort Stockton, TX	185576	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100406ACA
K35LE-D	Bakersfield, TX	185643	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100416ABC
K41NA-D	Bakersfield, TX	185644	CTB SPECTRUM SERVICES FOUR LLC	BNPDTL-20100416ABD