

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of December 22, 2017 among Mapale LLC ("Seller") and KRCA Television LLC and KRCA License LLC (collectively "Buyer").

Recitals

A. Seller owns and operates the following television broadcast stations (collectively, the "Stations") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"):

WGEN-TV, Key West, Florida (FCC Facility ID #27387)
WGEN-LD, Miami, Florida (FCC Facility ID #168060)
W08ED-D, Marathon, Florida (FCC Facility ID #168062)
W12DI-D, Key West Florida (FCC Facility ID #168058)
W17DG-D, Miami, Florida (FCC Facility ID #4332)
W21CL, Marathon, Florida (FCC Facility ID #6042)
W24DE-D, Miami, Florida (FCC Facility ID #168061)

B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station Assets (defined below).

Agreement

NOW, THEREFORE, taking the foregoing into account, and 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 AND PURCHASE

1.1 Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to all assets, properties, interests and rights of Seller, real and personal, tangible and intangible, that are both (i) identified in one or more of *Schedules 1.1(a), 1.1(b), 1.1(c), 1.1(d), or 1.1(e)* and (ii) used or held for use in the operation of the Stations, except the Excluded Assets (defined below), (the "Station Assets"), including, without limitation, the following:

(a) all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Stations (the "FCC Licenses"), including those described on *Schedule 1.1(a)*, including any renewals or modifications thereof between the date hereof and Closing (defined below);

(b) all of Seller's equipment, transmitters, antennas, cables, towers, vehicles, furniture, fixtures, spare parts and other tangible personal property of every kind

and description that are both (i) used or held for use in the operation of the Stations and (ii) listed on *Schedule 1.1(b)*, and any replacements of such items (the “Tangible Personal Property”);

(c) Seller’s real property leases listed on *Schedule 1.1(c)* (the “Real Property Leases”);

(d) the contracts that are used in the operation of the Stations and listed on *Schedule 1.1(d)* (the “Station Contracts”);

(e) all of Seller’s rights in and to the Stations’ call letters and Seller’s rights in and to the trademarks, trade names, service marks, copyrights, domain names, websites, web content, computer software, programs and programming material, jingles, slogans, logos, Facebook, Twitter and other social media accounts, and other intangible property that is both (i) used or held for use in the operation of the Stations and (ii) listed on *Schedule 1.1(e)* (the “Intangible Property”); and

(f) Seller’s rights in and to all the files, documents, records, and books of account (or copies thereof) relating to the operation of the Stations, including the Stations’ local public files, programming information and studies, blueprints, technical information and engineering data, advertising studies, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and logs.

1.2 Liens. The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances (“Liens”) except for the Assumed Obligations (defined below) and statutory liens for taxes not yet due and payable (collectively, “Permitted Liens”).

1.3 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include contracts, licenses, assets, or any other item identified in *Schedule 1.3*, Seller’s cash and cash equivalents, Seller’s insurance policies (except as set forth in Section 5.4), Seller’s employee benefit plans and all liabilities and obligations related to employees of Seller or the Stations, the Stations’ accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided prior to the Effective Time (defined below) or commencement of the LMA (defined below), as applicable (the “A/R”), Seller’s corporate names, all agreements for the sale of advertising time on the Stations, the Stations’ studio and office leases and any other contracts, agreements, leases and licenses other than those set forth on *Schedule 1.1(c)* or *Schedule 1.1(d)* or *Schedule 1.1(a)* (collectively, the “Excluded Assets”).

1.4 Assumed Obligations. On the Closing Date, Buyer shall assume the obligations of Seller arising after Closing under the Station Contracts (the “Assumed Obligations”). Except for the Assumed Obligations and except as provided in the LMA (if any), Buyer does not assume and will not be deemed by execution and delivery of this Agreement or any agreement, instrument or document delivered pursuant to or in

connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed, any liabilities, obligations or commitments of Seller of any kind, whether or not disclosed to Buyer, including, without limitation, any liability, obligation or commitment of Seller under any contracts not included in the Station Contracts and all liabilities arising under capital leases or other financing arrangements (the "Retained Liabilities"). The Retained Liabilities shall include, without limitation the Station Affiliation and Sales Representation Agreement between Seller and Azteca International Corporation with respect to the Stations, and all obligations and liabilities thereunder.

1.5 Purchase Price. The purchase price to be paid for the Station Assets shall be Eleven Million Dollars (\$11,000,000) (the "Purchase Price"). The Purchase Price shall be paid at Closing in cash in immediately available funds pursuant to the written instructions of Seller to be delivered by Seller to Buyer at least three (3) business days prior to Closing, which amount shall be increased or decreased by the proration amount referred to in Section 1.7 below and subject to Section 5.4.

1.6 Escrow.

(a) Deposit. Within three (3) business days of the date of this Agreement, Buyer shall deposit Five Hundred Fifty Thousand Dollars (\$550,000) (the "Deposit") with JPMorgan Chase Bank, N.A. (the "Escrow Agent") pursuant to an Escrow Agreement (the "Escrow Agreement") of even date herewith among Buyer, Seller and the Escrow Agent. At Closing, the Deposit (less the Post-Closing Escrow (defined below)) shall be disbursed to Seller and applied to the Purchase Price (and any interest accrued thereon shall be disbursed to Buyer). If this Agreement is terminated by Seller pursuant to Section 10.1(c), then the Deposit shall be disbursed to Seller as liquidated damages and the sole and exclusive remedy of Seller (and any interest accrued thereon shall be disbursed to Buyer). Seller hereby waives all other legal and equitable remedies it may otherwise have as a result of any breach or default by Buyer under this Agreement. If this Agreement is terminated for any other reason, the Deposit and any interest accrued thereon shall be disbursed to Buyer. The parties shall each instruct the Escrow Agent to disburse the Deposit and all interest accrued thereon to the party or parties entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement.

(b) Post-Closing Escrow. From and after Closing, the amount of Two Hundred Fifty Thousand Dollars (\$250,000) (the "Post-Closing Escrow") shall be held from the Purchase Price in order to secure in part Seller's post-Closing obligations under this Agreement and shall continue to be held by the Escrow Agent pursuant to the Escrow Agreement. If after Closing Buyer is entitled to a payment under this Agreement, then when such payment is due, unless otherwise paid by Seller, the parties shall give joint written instructions to the Escrow Agent to disburse the amount thereof from the Post-Closing Escrow to Buyer. On the date six (6) months after the Closing Date, any undistributed balance of the Post-Closing Escrow shall be distributed to Seller unless a claim is then pending under this Agreement, in which event the amount of the claim shall continue to be held by the Escrow Agent until it is resolved. The parties shall from time

to time instruct the Escrow Agent to disburse the Post-Closing Escrow as required by this Section, and shall not, by any act or omission, delay or prevent any such disbursement. All interest earned on the Post-Closing Escrow shall be for the benefit of Seller.

(c) Joint Instructions to Escrow Agent. The parties agree and covenant that any instruction or request to the Escrow Agent shall be jointly authorized and signed by each party, except that a party may, without the signature of the other party, send an instruction to the Escrow Agent to update such party's address for notices or the information contained in Schedule 1-A (in the case of Seller) or Schedule 1-B (in the case of Buyer).

1.7 Prorations and Adjustments. Except as provided in the LMA (if any), all prepaid and deferred income and expenses relating to the Station Assets and arising from the operation of the Stations shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles ("GAAP") as of 11:59 p.m. local time on the day immediately preceding the Closing Date (the "Effective Time"). Such prorations shall include, without limitation, all ad valorem, real estate and other property taxes (except transfer taxes as provided by Section 11.1), FCC regulatory fees, music and other license fees, utility expenses, rent and other amounts under Station Contracts and similar prepaid and deferred items. Seller shall receive a credit for all of the Stations' deposits to the extent the benefit of the same is transferred to Buyer. Prorations and adjustments shall be made no later than sixty (60) days after Closing.

1.8 Allocation. After Closing, Buyer and Seller shall allocate the Purchase Price for tax purposes in accordance with the respective fair market values of the Station Assets and the goodwill being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). Buyer and Seller each further agrees to file its federal income tax returns and its other tax returns reflecting such allocation as and when required under the Code. At least five business days prior to Closing, Buyer shall notify Seller of its intended Purchase Price allocation, so that Seller has adequate opportunity to consult with its accountants about the proposal. If Seller prefers a different allocation, Seller shall respond within three business days of receipt of Buyer's proposed Purchase Price allocation.

1.9 Closing. The consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the "Closing") shall take place within ten (10) business days after the date that the FCC Consent (defined below) either (at Buyer's option but on a mutually agreed date) is initially granted or becomes Final (defined below), in any case subject to the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Articles 6 or 7 below (other than those requiring a delivery of a certificate or other document, or the taking of other action, at Closing). The date on which Closing is to occur is referred to herein as the "Closing Date." For purposes of this Agreement, the term "Final" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which

the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

1.10 FCC Consent. Within seven (7) business days after the date of this Agreement, Buyer and Seller shall file an application (the "FCC Application") requesting FCC consent to the assignment of the FCC Licenses from Seller to Buyer without any material adverse conditions (the "FCC Consent"). Buyer and Seller shall share equally all FCC filing fees associated with the FCC Application. Seller and Buyer shall diligently prosecute the FCC Application. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall furnish all information required by the FCC. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder. Seller shall, at its expense, timely take any action requested by the FCC with respect to any pending FCC enforcement or other matters related to the Stations, including, without limitation, entering into a tolling agreement, establishing an escrow or making other arrangements satisfactory to the FCC.

1.11 LMA. Upon Buyer's request prior to Closing, Seller and Buyer may, if the parties mutually agree upon the terms and conditions, enter into a Local Programming and Marketing Agreement (the "LMA"), pursuant to which Buyer will provide programming for, and be entitled to receive the revenue from, the Stations on the terms set forth in such LMA.

1.12 Post-Closing Site Use. Buyer and Seller shall comply with the terms of *Schedule 1.12* with respect to post-Closing use by Buyer of certain Excluded Assets.

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as follows:

2.1 Organization. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in the State of Florida. Seller has the requisite power and authority to own and operate the Stations, to carry on the Stations' business as now conducted by it, and to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

2.2 Authorization. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Seller (the "Seller Authorization") and do not require any further authorization or consent of Seller. This Agreement and the documents to be made pursuant hereto are legal, valid and binding agreements of Seller enforceable in accordance with their respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization 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).

2.3 No Conflicts. The execution, delivery and performance by Seller of this Agreement and the documents to be made pursuant hereto do not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject, and do not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent and except for counterparty consent to assign those Station Contracts designated on *Schedule 1.1(c)* and *Schedule 1.1(d)*.

2.4 FCC Licenses.

(a) Seller holds the FCC Licenses listed and described on *Schedule 1.1(a)*. Except as set forth on *Schedule 1.3*, such FCC Licenses constitute all of the authorizations required under the Communications Act of 1934, as amended (the "Communications Act"), or the rules, regulations and policies of the FCC for the present operation of the Stations. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending or, to Seller's knowledge, threatened any action by or before the FCC to revoke, suspend, cancel, rescind or modify any of the FCC Licenses (other than proceedings relating to FCC rules of general applicability), and there is no order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint pending or, to Seller's knowledge, threatened against Seller or the Stations by or before the FCC. Seller and the Stations are in compliance in all material respects with the FCC Licenses, the Communications Act and the rules, regulations and policies of the FCC. Except as set forth in Section 5.4 and *Schedule 2.4(a)*, the Stations are operating at full power in accordance with their FCC-licensed parameters. Seller does not own any towers.

(b) All reports and filings required to be filed with, and all regulatory fees required to be paid to, the FCC by Seller with respect to the Stations (including, without limitation, all required equal employment opportunity reports) have been timely filed and paid. All such reports and filings are accurate and complete. Seller maintains public files for the Stations as required by FCC rules.

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

(d) All of the multichannel video program distributors ("MVPDs") carrying the Stations' signals are described on *Schedule 2.4(d)*, together with the name of

the MVPD operator, channel position and description of the applicable retransmission consent agreement or must-carry status. Seller has provided to Buyer true and complete copies of all must-carry or retransmission consent election letters for the current must-carry/retransmission consent election cycle and for the cycle beginning January 1, 2018 sent to MVPDs on which any Station is entitled to carriage under the Communications Act. All retransmission consent agreements with respect to the Stations are included in the Station Contracts. Since January 1, 2015, (i) no MVPD has provided written notice to Seller of any material signal quality issue or has failed to respond to a request for carriage or sought any form of relief from carriage of any Station from the FCC, (ii) Seller has received no written notice from any MVPD of such MVPD's intention to delete any Station from carriage or to change any Station's channel position, (iii) to Seller's knowledge, there exists no material signal quality issue that would cause any MVPD within the Stations' DMA to deny any Station must-carry status and (iv) to Seller's knowledge, no MVPD that had previously carried the signal of any Station ceased to carry the signal of such Station for a period of more than 24 hours for any reason.

(e) Seller has not leased, licensed, assigned, conveyed or otherwise encumbered the Stations' digital spectrum or any portion thereof or granted rights to any party to broadcast on the Stations' digital spectrum or any portion thereof for the provision of any "ancillary or supplementary services" (as the term is defined by the Communications Act). Seller is not party to any channel sharing or similar agreement with respect to the Stations. Seller was not a successful bidder with respect to any Station in the FCC's broadcast incentive auction.

(f) There currently exists no interference to the Stations' signals from other broadcast stations, or by the Stations' signals to other broadcast stations, in each case beyond that permitted by the FCC's rules and policies. There are no applications or proceedings pending at the FCC the grant of which would cause objectionable interference to the Stations' operations with their current facilities, other than what might arise as a result of proceedings that generally affect the television broadcast industry, including but not limited to the post-auction transition displacement implications for low power television and TV translator stations.

2.5 Taxes. Seller has filed all foreign, federal, state, county and local income, excise, property, sales, use, franchise, employment and other tax returns and reports which are required to have been filed by it under applicable law in connection with the Stations' business, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

2.6 Personal Property. *Schedule 1.1(b)* contains a list of all material items of Tangible Personal Property included in the Station Assets. Except as set forth in Section 5.4, each item of Tangible Personal Property is in good operating condition and repair (ordinary wear and tear excepted), is free from material defect or damage, is functioning in the manner and purposes for which it was intended and has been maintained in accordance with industry standards. None of the Tangible Personal Property is subject to any capitalized lease or similar conditional sales agreement.

2.7 Real Property. *Schedule 1.1(c)* includes a description of all leases or similar agreements under which Seller leases transmitter sites for use in the operation of the Stations and which are included in the Station Assets to be acquired by Buyer at Closing. Seller owns no real property used for Station transmissions. Together with the rights and obligations of the parties set forth in *Schedule 1.12*, the Real Property Leases provide sufficient access to the Stations' facilities without need to obtain any other access rights. To Seller's knowledge, no part of any real property subject to the Real Property Leases is subject to any pending or threatened suit for condemnation or other taking by any public authority. Except as set forth in Section 5.4, all buildings and other improvements owned by Seller and located at the real property subject to the Real Property Leases are in good operating condition and repair (ordinary wear and tear excepted) and free from material defect or damage. To Seller's knowledge, with respect to the towers from which the Stations broadcast, the guy wires and anchors, ground systems and other facilities and improvements do not encroach upon any adjacent premises, and no facilities from adjacent premises encroach upon the Stations' properties. Seller has delivered to Buyer true and complete copies of all deeds, title insurance policies, title insurance commitments and surveys in its possession that are applicable to the real property subject to the Real Property Leases.

2.8 Contracts. Each of the Station Contracts (including, without limitation, each Real Property Lease) is in full force and effect, and is binding upon Seller and, to Seller's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Seller has performed its obligations under each of the Station Contracts in all material respects, and is not in material default thereunder, and to Seller's knowledge, no other party to any of the Station Contracts is in default thereunder in any material respect. Except as set forth in *Schedule 1.3*, there are no Station Contracts between Seller and any affiliate of Seller. Seller has delivered to Buyer true and complete copies of each Station Contract (including each Real Property Lease), together with all amendments thereto.

2.9 Environmental. No hazardous or toxic substance or waste (including, without limitation, petroleum products) or other material regulated under any applicable environmental, health or safety law is located or has been generated, stored, transported or released on, in, from or to the real property subject to the Real Property Leases or the Station Assets. Seller has complied and is in compliance in all material respects with all environmental, health and safety laws applicable to the Stations or the Station Assets. Seller has not received in respect of the Stations or Station Assets any notice or claim to the effect that it is or may be liable under any environmental, health or safety law. To Seller's knowledge, neither the Stations nor any Station Assets are the subject of any investigation by any governmental authority with respect to a violation of any environmental, health or safety law. Seller has delivered to Buyer true and complete copies of all environmental reports and assessments in its possession that are applicable to the real property subject to the Real Property Leases.

2.10 Intangible Property. Seller has all right, title and interest in and to all trademarks, service marks, trade names, copyrights and all other intangible property

necessary to the conduct of the Stations as presently operated. *Schedule 1.1(e)* contains a description of all material Intangible Property owned by Seller. Seller has received no notice of any claim that any Intangible Property or the use thereof conflicts with, or infringes upon, any rights of any third party (and there is no basis for any such claim of conflict). No Intangible Property is the subject of any pending, or, to Seller's knowledge, threatened legal proceedings claiming infringement or unauthorized use. The Stations have the exclusive right to use the Intangible Property. No Station programming or other material used or broadcast by the Stations infringes upon any copyright, patent or trademark of any other party.

2.11 Employees. Seller has complied and is in compliance with all labor and employment laws, rules and regulations applicable to the Stations' business, including, without limitation, those which relate to prices, wages, hours, discrimination in employment and collective bargaining, and is not liable for any arrears of wages or any taxes or penalties for failure to comply with any of the foregoing.

2.12 Station Assets. Except for the Excluded Assets and except as identified on *Schedule 1.3*, the Station Assets constitute all the assets used or held for use by Seller in the business or operation of the Stations. Except as set forth in Section 5.4 and except as identified on *Schedule 1.3*, the Station Assets are sufficient to permit Buyer to operate the Stations as currently conducted by Seller. Seller has good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Liens. At Closing, Seller will transfer to Buyer good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Liens. Seller maintains sufficient and customary insurance policies with respect to the Stations and the Station Assets in commercially reasonable amounts.

2.13 Compliance with Law. Seller has complied and is in compliance with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the Stations or the Station Assets. There is no action, suit or proceeding pending or, to Seller's knowledge, except for ambiguous threats made prior to November 1, 2017, by Azteca International Corporation, threatened against Seller in respect of the Stations or the Station Assets. To Seller's knowledge, there are no complaints, claims or investigations pending or threatened against Seller in respect of the Stations or the Station Assets.

2.14 No Finder. Except for Patrick Communications, the fees of which will be paid by Seller, 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. Payment of any broker engaged by Seller shall solely be Seller's cost and expense.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows:

3.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and if such qualification is necessary, is (or will be at Closing) qualified to do business in each jurisdiction in which the Station Assets are located. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

3.2 Authority. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Buyer (the "Buyer Authorization") and will not at Closing require any further authorization or consent of Buyer. This Agreement and the documents to be made pursuant hereto are legal, valid and binding agreements of Buyer enforceable in accordance with their respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization 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).

3.3 No Conflicts. The execution, delivery and performance by Buyer of this Agreement and the documents to be made pursuant hereto do not conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, and do not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority that has not been obtained or will not be obtained prior to Closing, except the FCC Consent.

3.4 Qualification. Buyer is qualified to hold the FCC Licenses under the Communications Act and the rules, regulations and policies of the FCC as they exist on the date of this Agreement.

3.5 No Finder. Except as previously disclosed by Buyer to Seller, 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. Payment of any broker engaged by Buyer shall be Buyer's sole cost and expense.

ARTICLE 4: SELLER COVENANTS

4.1 Covenants. From the date hereof until Closing, Seller shall, subject to the LMA (as applicable):

(a) operate the Stations in the ordinary course of business consistent with past practice and keep its books and accounts, records and files in the ordinary course, and preserve the business and goodwill of the Stations and the Station Assets; provided, however, that Seller shall be entitled, in its sole discretion, to make programming changes relating to the Stations (or any of them individually);

(b) subject to the displacement of any of the low power or translator Stations by an operator with primary spectrum rights, operate the Stations in accordance

with the terms of the FCC Licenses and in compliance in all material respects with the Communications Act, FCC rules, regulations and policies, and all other applicable laws, rules and regulations, and maintain the FCC Licenses in full force and effect;

(c) keep all Tangible Personal Property in good operating condition (ordinary wear and tear excepted and subject to Section 5.4), otherwise preserve intact the Station Assets and maintain in effect its current insurance policies with respect to the Stations and the Station Assets;

(d) maintain the existing carriage of the Stations' signals by MVPDs located in the Stations' designated market area, promptly provide Buyer with true and complete copies of all correspondence between the Stations or Seller and any MVPD (including without limitation any must-carry acceptance letters received by Seller from any MVPDs), notify Buyer promptly upon any MVPD's refusing or declining to carry the Station and obtain Buyer's approval of any channel position agreement providing for carriage on any channel other than that on which any Station historically has been carried;

(e) at the request of Buyer, at times mutually agreed, from time to time give Buyer access during normal business hours to all of the Stations' employees, facilities, properties, accounts, books, deeds, title papers, abstracts of the insurance policies, licenses, agreements, contracts, commitments, records and files, equipment, machinery, fixtures, furniture, vehicles and all other Station Assets, and provide Buyer all other information concerning the Stations as Buyer may reasonably request;

(f) not, without the prior written consent of Buyer:

(i) sell, lease or otherwise dispose of any Station Assets except for non-material dispositions in the ordinary course of business of items which are replaced by assets of comparable or superior kind, condition and value;

(ii) create, assume or permit to exist any Liens on the Station Assets, and not dissolve, liquidate, merge or consolidate with any other entity, except for Permitted Liens;

(iii) enter into any employment, labor or union agreement or plan (or amendments of any such existing agreements or plan) that will be binding upon Buyer after Closing, or make or commit to make any payment for severance or bonus to any employee of the Stations that will be binding upon Buyer after Closing;

(iv) except as may be necessary to (i) effectuate the Hurricane Repairs (defined below) or Additional Hurricane Repairs (defined below), but so long as coverage of any Station is not impaired or affected thereby or (ii) cover the digital flash-cut construction permit of W21CL, modify any of the FCC Licenses without Buyer's prior written consent, which shall not be unreasonably withheld, delayed or conditioned;
or

(v) amend or terminate any of the Station Contracts, or enter into any contract, lease or agreement with respect to the Stations except for agreements entered into in the ordinary course of business that will be paid and performed in full before Closing.

ARTICLE 5: OTHER COVENANTS

5.1 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except on a confidential basis to the parties' attorneys, accountants, investment bankers, investors and lenders, and their respective attorneys for the purpose of consummating the transaction contemplated by this Agreement.

5.2 Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement and the terms hereof will be filed with the FCC Application and thereby become public.

5.3 Control. Consistent with FCC rules, control, supervision and direction of the operation of the Stations prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses.

5.4 Hurricane Damage. Hurricane Irma caused damage to the Stations' operations, as described on *Schedule 5.4*. Prior to Closing, Seller shall make all repairs and replacements as are necessary to return the Stations and Station Assets to their status prior to Hurricane Irma (the "Hurricane Repairs"), including without limitation causing all Tangible Personal Property to be in good operating condition and causing all Stations to be operating at full power in accordance with their FCC Licenses without need for any special temporary authority from the FCC. Without limiting the foregoing, all representations, warranties and covenants set forth in this Agreement that are qualified by this Section 5.4 as of the date of this Agreement shall be true and correct at Closing without any such qualifications. Seller shall complete the Hurricane Repairs and Additional Hurricane Repairs at its sole cost and expense as promptly as practicable and shall keep Buyer informed as to the status of all such repairs. If Buyer elects (in its sole discretion) to close prior to completion of the Hurricane Repairs or Additional Hurricane Repairs, then at Closing the Purchase Price shall be reduced by the estimated amount necessary to complete all Hurricane Repairs and Additional Hurricane Repairs and/or (as applicable), Seller's insurance proceeds with respect thereto shall be assigned to Buyer, but in no event shall the aggregate combination of (i) the reduction in Purchase Price and (ii) Seller's insurance proceeds assigned to Buyer exceed the total actual cost of the Hurricane Repairs and Additional Hurricane Repairs. In the event additional technical and/or operational issues not identified in *Schedule 5.4* caused by Hurricane Irma

(“Additional Hurricane Repairs”) are discovered during the course of Seller’s Hurricane Repair activities, Seller shall promptly notify Buyer of such Additional Hurricane Repairs (including a plan for and expected timing of repairs), and Seller’s failure to include such Additional Hurricane Repairs on *Schedule 5.4* shall not constitute a material breach of this Agreement so long as Seller’s efforts to address such Additional Hurricane repairs are both commercially reasonable and made in good faith.

5.5 Risk of Loss. The risk of loss of or damage to any of the Station Assets shall remain with Seller at all times until 12:01 a.m. local time on the day of Closing, and prior to Closing, Seller shall repair and replace any lost or damaged Station Assets.

5.6 Broadcast Interruption. Subject to Section 5.4 above, if prior to Closing any Station is off the air or operating at a power level that results in a material reduction in coverage (a “Broadcast Interruption”), then Seller shall return such Station to the air and restore prior coverage as promptly as possible. Notwithstanding anything herein to the contrary, if prior to Closing there is a Broadcast Interruption in excess of twenty-four (24) hours, then Buyer may postpone Closing until the date five (5) business days after such Station returns to the air and prior coverage is restored in all material respects, subject to Section 10.1.

5.7 Consents. Prior to Closing, Seller shall obtain the Required Consents (defined below). In addition, Seller shall use commercially reasonable efforts to obtain the other consents noted on *Schedule 1.1(c)* and *Schedule 1.1(d)* and customary estoppel certificates (in a form reasonably acceptable to Buyer) from the lessors under the Real Property Leases. To the extent that any Station Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed at Closing pursuant hereto shall not constitute an assignment thereof, but to the extent permitted by law shall constitute an equitable assignment by Seller and assumption by Buyer of Seller’s rights and obligations under the applicable Station Contract, with Seller making available to Buyer the benefits thereof and Buyer performing the obligations thereunder on Seller’s behalf; provided, however, that *Schedule 1.1(c)* identifies those consents the receipt of which is a condition precedent to Buyer’s obligation to close under this Agreement (the “Required Consents”).

5.8 Environmental. Buyer may, at its expense, engage environmental consultants to conduct one or more environmental reviews (each an “Assessment”) with respect to any ground lease included in the Station Assets. Seller shall provide access for each Assessment upon reasonable prior notice. If any Assessment identifies a condition requiring remediation under environmental, health or safety laws or a recommendation for further testing or current remediation, then Seller shall complete such testing or remediation at its expense prior to Closing.

5.9 1031 Exchange. To facilitate a like-kind exchange under Section 1031 of the Internal Revenue Code, Buyer may assign its rights under this Agreement (in whole or in part) to a “qualified intermediary” under section 1.1031(k)-1(g)(4) of the treasury regulations (but such assignment shall not relieve Buyer of its obligations under this Agreement) and any such qualified intermediary may re-assign to Buyer. If Buyer gives

notice of such assignment, Seller shall provide Buyer with a written acknowledgment of such notice prior to Closing and convey the Station Assets (or such portion thereof as is designated in writing by the qualified intermediary) to or on behalf of the qualified intermediary at Closing and otherwise reasonably cooperate therewith.

5.10 Accounts Receivable. Buyer shall have no responsibility to collect any of the A/R. Notwithstanding the foregoing, (i) Buyer shall forward to Seller within five (5) business days of receipt, any and all payments, fees and/or remittances on or of Seller's A/R received by Buyer after Closing or commencement of the LMA (as applicable), and Seller shall forward to Buyer within five (5) business days of receipt, any and all payments, fees and/or remittances on or of Buyer's accounts receivable received by Seller after Closing or commencement of the LMA (as applicable).

5.11 Unwind. If Closing occurs prior to a Final FCC Consent, and prior to becoming Final the FCC Consent is reversed or otherwise set aside, and there is a Final order of the FCC (or court of competent jurisdiction) requiring the re-assignment of the FCC Licenses to Seller, then the purchase and sale of the Station Assets shall be rescinded. In such event, Buyer shall reconvey to Seller the Station Assets, and Seller shall repay to Buyer the Purchase Price and reassume the Assumed Obligations. Any such rescission shall be consummated on a mutually agreeable date within thirty (30) days of such Final order (or, if earlier, within the time required by such order). In connection therewith, Buyer and Seller shall each execute such documents (including execution by Buyer of instruments of conveyance of the Station Assets to Seller and execution by Seller of instruments of assumption of the Assumed Obligations) and make such payments (including repayment by Seller to Buyer of the Purchase Price) as are necessary to give effect to such rescission.

5.12 Other Seller Obligations. Prior to Closing, Seller shall comply with *Schedule 5.12*.

ARTICLE 6: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate Closing is subject to satisfaction of the following conditions at or prior to Closing:

6.1 Bringdown. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of Closing, Buyer shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Seller shall have received a certificate dated as of the Closing Date from Buyer (executed by an authorized officer) to the effect that the conditions set forth in this Section 6.1 have been satisfied (the "Buyer Bringdown Certificate").

6.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

6.3 FCC Consent. The FCC Consent shall have been granted.

6.4 Deliveries. Buyer shall have made the deliveries to be made by it at Closing under this Agreement.

ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate Closing is subject to satisfaction of the following conditions at or prior to Closing:

7.1 Bringdown. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of Closing, Seller shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Buyer shall have received a certificate dated as of the Closing Date from Seller (executed by an authorized officer) to the effect that the conditions set forth in this Section 7.1 have been satisfied (the "Seller Bringdown Certificate").

7.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

7.3 FCC Consent. The FCC Consent shall have been granted and shall have become Final.

7.4 Deliveries. Seller shall have made the deliveries to be made by it at Closing under this Agreement.

7.5 Operations. The Hurricane Repairs and Additional Hurricane Repairs shall have been completed. The obligations described on *Schedule 5.12* shall have been completed by Seller. In addition, between the date of this Agreement and Closing, there shall have been no material adverse change in the business or results of operations of the Stations or the condition of the Station Assets.

7.6 Consents. The Required Consents shall have been obtained.

7.7 Liens. Any Liens that are not Permitted Liens shall have been released or payoff letters agreeing to release said Liens shall have been delivered by the lienholders.

ARTICLE 8: CLOSING DELIVERIES

8.1 Seller Deliveries. At Closing, Seller shall deliver or cause to be delivered to Buyer:

- (a) a good standing certificate issued by Seller's jurisdiction of formation;
- (b) a certified copy of the Seller Authorization;
- (c) the Seller Bringdown Certificate;

- Buyer;
- (d) an Assignment of FCC Licenses assigning the FCC Licenses to
- (e) an Assignment and Assumption of Contracts assigning the Station Contracts to Buyer;
- (f) an Assignment and Assumption of Leases assigning the Real Property Leases to Buyer;
- (g) an Assignment of Marks assigning the Stations' registered marks to Buyer;
- (h) evidence, such as a screen-shot, of the execution of domain name transfers assigning the Stations' domain names from Seller to Buyer following customary procedures of the domain name administrator;
- (i) endorsed vehicle titles conveying the vehicles (if any) included in the Tangible Personal Property to Buyer;
- (j) a bill of sale conveying the Station Assets to Buyer;
- (k) the Required Consents;
- (l) any estoppel certificates and other consents to assignment obtained by Seller;
- (m) customary payoff letters and other appropriate documents necessary to release all Liens (except for Permitted Liens) on the Station Assets; and
- (n) any other documents and instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets to Buyer, free and clear of Liens, except for Permitted Liens.

8.2 Buyer Deliveries. At Closing, Buyer shall deliver to Seller:

- (a) good standing certificates issued by Buyer's jurisdiction of formation;
- (b) the Purchase Price in accordance with the terms of this Agreement;
- (c) a certified copy of the Buyer Authorization;
- (d) the Buyer Bringdown Certificate;
- (e) an Assignment and Assumption of Contracts assuming the obligations arising after Closing under the Station Contracts;

(f) an Assignment and Assumption of Leases assuming the obligations arising after Closing under the Real Property Leases; and

(g) any other documents and instruments of assumption that may be reasonably necessary to assume the Assumed Obligations.

ARTICLE 9: SURVIVAL AND INDEMNIFICATION

9.1 Survival. The representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date at which time they shall expire and be of no further force or effect, except (a) those under Section 2.5 (Taxes) and Section 2.9 (Environmental), which shall survive until the expiration of any applicable statute of limitations, (b) those with respect to title to the Station Assets, which shall survive indefinitely, and (c) that if within such applicable period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the resolution of such claim. The covenants and agreements in this Agreement shall survive Closing until performed. No investigation by the parties made shall affect the representations and warranties of the parties contained in or made pursuant hereto.

9.2 Indemnification.

(a) From and after Closing, Seller shall defend, indemnify and hold harmless Buyer and its affiliates and their respective employees, officers, directors, successors and assigns (each a "Buyer Indemnified Party") from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from:

(i) any breach by Seller of its representations and warranties under this Agreement (without reference to any materiality exceptions);

(ii) any default by Seller of its covenants and agreements under this Agreement (without reference to any materiality exceptions);

(iii) the Retained Liabilities; and

(iv) without limiting the foregoing, the business or operation of the Stations prior to Closing (including any third-party claim arising from such operations).

Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (A) Seller shall have no liability to any Buyer Indemnified Party under Section 9.2(a)(i) until Buyer and all Buyer Indemnified Parties' aggregate Damages exceed \$50,000 (the "Basket") (at which point Seller shall be liable for all Damages incurred by Buyer Indemnified Parties, including the Basket) and (B) the maximum aggregate liability of Seller under Section 9.2(a)(i) shall be \$2,000,000 (the "Cap").

(b) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller and its affiliates and their respective employees, officers, directors, successors and assigns (each a "Seller Indemnified Party") from and against any and all Damages incurred by any Seller Indemnified Party arising out of or resulting from:

- (i) any breach by Buyer of its representations and warranties under this Agreement;
- (ii) any default by Buyer of its covenants and agreements under this Agreement;
- (iii) the Assumed Obligations;
- (iv) the storage, retention, operation, removal, and/or use by Buyer of Station Assets at any tower site that is an Excluded Asset; and
- (v) without limiting the foregoing, the business or operation of the Stations after Closing (including any third-party claim arising from such operations).

Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (A) Buyer shall have no liability to any Seller Indemnified Party under Section 9.2(b)(i) until Seller and all Seller Indemnified Parties' aggregate Damages exceed the Basket (at which point Buyer shall be liable for all Damages incurred by Seller Indemnified Parties, including the Basket) and (B) the maximum aggregate liability of Buyer under Section 9.2(b)(i) shall be an amount equal to the Cap.

9.3 Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by a third party that is subject to indemnification hereunder (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel reasonably satisfactory to the parties. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's cost.

(c) Notwithstanding anything herein to the contrary:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of any Claim, and shall have the right to consult with the indemnifying party and its counsel

concerning any Claim, and the indemnifying party and the indemnified party shall cooperate in good faith with respect to any Claim; and

(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 a release of the indemnified party from all liability in respect of such Claim.

ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. This Agreement may be terminated prior to Closing as follows:

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

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

(i) does not perform the obligations required to be performed by it under this Agreement on the Closing Date; or

(ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period (defined below);

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

(i) does not perform the obligations required to be performed by it under this Agreement on the Closing Date, all conditions to its obligation to do so having been satisfied or waived; or

(ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period;

(d) by written notice of Buyer to Seller, or of Seller to Buyer, if the FCC denies the FCC Application; or

(e) by written notice of Buyer to Seller, or of Seller to Buyer, if Closing does not occur by the date one (1) year after the date of this Agreement.

The term "Cure Period" as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (1) fifteen (15) days thereafter or (2) the Closing Date. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything

contained herein to the contrary, Sections 1.6(a) (Deposit), 5.1 (Confidentiality), 5.2 (Announcements) and 11.1 (Expenses) shall survive any termination of this Agreement.

10.2 Specific Performance. In the event of a breach or threatened breach by either party hereto of any representation, warranty, covenant, obligation or agreement under this Agreement, the other party shall be entitled to an injunction restraining any such breach or threatened breach and to enforcement of this Agreement by a decree of specific performance requiring the other party to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required. Notwithstanding the foregoing, (a) if prior to Closing the condition described in Section 10.1(c) exists, then Seller's sole remedy for Buyer's breach of this Agreement shall be termination of this Agreement and receipt of liquidated damages pursuant to Section 1.6(a), except for any failure by Buyer to comply with its obligations related to the Deposit or Post-Closing Escrow or Sections 1.10, 5.1, 5.2 or 5.3, as to which Seller shall be entitled to all available rights and remedies, including without limitation specific performance and (b) if prior to Closing Buyer has failed to comply with its obligations related to the Deposit or Sections 1.10, 5.1, 5.2 or 5.3, Seller shall be entitled to all available rights and remedies, including without limitation specific performance.

ARTICLE 11: MISCELLANEOUS.

11.1 Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except that the fees for the Escrow Agent pursuant to Section 1.6 and all governmental taxes, fees and charges applicable to the request for FCC Consent shall be shared equally by Buyer and Seller, and Seller shall be solely responsible for all governmental taxes, fees and charges applicable to the transfer of the Station Assets under this Agreement.

11.2 Further Assurances. After Closing, each party hereto shall execute all such instruments and take all such actions as any other party may reasonably request, without payment of further consideration, to effectuate the transactions contemplated by this Agreement, including, without limitation, the execution and delivery of confirmatory and other transfer documents in addition to those to be delivered at Closing.

11.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Seller may not assign any of its rights or delegate any of its obligations hereunder, and any such attempted assignment or delegation without such consent shall be void. Buyer may assign its right to acquire the Station Assets (in whole or in part) without Seller's consent, but any such assignment shall not relieve Buyer of any obligations under this Agreement.

11.4 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested,

and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller, then to:

Mapale LLC
1800 NW 94th Avenue
Doral, FL 33172
Attention: Rosa Emilia Fonseca
Attention: Helen M. Panero, Esq.
Int'l Facsimile: (011)(571) 643-9922

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

Brooks, Pierce, McLendon, Humphrey &
Leonard, LLP
1700 Wells Fargo Capitol Center
150 Fayetteville Street
Raleigh, NC 27601
Attention: Stephen Hartzell
Facsimile: (336) 232-9209

if to Buyer, then to:

c/o LBI Media, Inc.
1845 Empire Ave.
Burbank, CA 91504
Attention: Lenard Liberman
Facsimile: (818) 558-4244

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

Wiley Rein LLP
1776 K Street, N.W.
Washington, D.C. 20006
Attention: Kathleen Kirby
Jessica Rosenthal
Facsimile: (202) 719-7049

11.5 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, 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.

11.6 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof. Each of the parties irrevocably submits to the exclusive jurisdiction and venue in the state and federal courts of New York, New York, with respect to any dispute arising out of this Agreement and waives any objection to such jurisdiction that such party might assert, including without limitation forum non conveniens.

11.7 Miscellaneous. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

14162653 v.2

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

SELLER:

MAPALE LLC

By: Rose E. Fonseca G.
Name: Rose Emilia Fonseca
Title: Supervising Manager

BUYER:

KRCA TELEVISION LLC
KRCA LICENSE LLC

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

SELLER:

MAPALE LLC

By: _____
Name:
Title:

BUYER:

KRCA TELEVISION LLC
KRCA LICENSE LLC

By: _____
Name:
Title: