

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of the date set forth below between Venture Technologies Group, LLC, a Delaware limited liability company (“VTG” or “Buyer”) and Adelman Broadcasting, Inc., a California corporation (“Adelman” or “Seller”).

### Recitals

A. Seller owns and operates the following low power television broadcast station (the “Station”) pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”):

KEDD-LP, Los Angeles, CA (Facility ID 56793)

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 used or held for use in the operation of the Station, 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 Station (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, fixtures, spare parts and other tangible personal property that are used or held for use in the operation of the Station (the “Tangible Personal Property”), including without limitation those items listed on *Schedule 1.1(b)*;

(c) all operating contracts, agreements and leases that are used in the operation of the Station and listed on *Schedule 1.1(c)* attached hereto (the “Station Contracts”);

(d) all of Seller’s rights in and to the Station’s call letters and other intangible property that is used or held for use in the operation of the Station, including without limitation those listed on *Schedule 1.1(d)* attached hereto (the “Intangible Property”);

(e) Seller’s rights in and to all the files, documents, records, and books of account (or copies thereof) relating to the operation of the Station, including the Station’s programming information, technical information and engineering data, and logs; and

(f) all Seller’s goodwill in, and the going concern value of, the Station.

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances (“Liens”) except for the obligations of Seller arising after Closing under the Station Contracts (collectively, the “Assumed Obligations”), and statutory liens for taxes not yet due and payable (collectively, “Permitted Encumbrances”).

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include Seller’s cash, cash equivalents, insurance policies (the “Excluded Assets”).

1.3 Retained Liabilities. Except for the Assumed Obligations, 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 or obligation of Seller under any contracts not included in the Station Contracts (the “Retained Liabilities”).

1.4 Purchase Price. The purchase price to be paid for the Station Assets shall be the sum of Two Hundred and Ten Thousand Dollars (\$210,000), subject to adjustment pursuant to Section 1.5 (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.

1.5 Prorations.

(a) The operation of the Station and the income and operating expenses attributable thereto until 11:59 p.m. on the date preceding the day of Closing (the “Adjustment Time”) shall be for the account of Seller and thereafter for the account of Buyer, and income and expenses shall be prorated between Seller and Buyer as of the

Adjustment Time in accordance with generally accepted accounting principles, and the Purchase Price shall be adjusted accordingly.

(b) Such prorations shall include all property taxes (except transfer taxes as provided by Section 11.1), music and other license fees, utility expenses, rent and other amounts under Station Contracts and similar prepaid and deferred items. Provided however, that Buyer will reimburse Seller for up to five (5) months of documented rent expenses associated with the tower lease listed on Schedule 1.1(c) hereto. Sales commissions related to the sale of advertisements broadcast on the Station prior to Closing shall be the responsibility of Seller, and sales commissions related to the sale of advertisements broadcast on the Station after Closing shall be the responsibility of Buyer. Prorations and adjustments shall be made at Closing to the extent practicable. As to those prorations and adjustments not capable of being ascertained at Closing, an adjustment and proration shall be made within ninety (90) calendar days after Closing.

1.6 Allocation. The Purchase Price shall be allocated among the Station Assets as set forth on *Schedule 1.6* attached hereto. Buyer and Seller shall each file its federal income tax returns and its other tax returns reflecting such allocation.

1.7 Closing. The consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the "Closing") shall take place on the date ten (10) calendar days after the date that the FCC Consent either (at Buyer's option) 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 the Closing). The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.8 Governmental Consents.

(a) Within five (5) calendar 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 (the "FCC Consent"). 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.

(b) Simultaneous with the execution of this Agreement, VTG and Adelman will enter into a Settlement Agreement ("Settlement Agreement") in which the parties agree to resolve adverse litigation pending before the FCC.

(c) Within ten (10) calendar days after the date of this Agreement, Buyer and Seller shall file with the FCC the Joint Request for Approval of the Settlement Agreement (the "Joint Request"), attached hereto at *Schedule 1.8*, in which the parties request: (i) FCC approval of the Settlement Agreement; (ii) dismissal of objections filed by Adelman against VTG's station KNLA, (iii) dismissal of objections filed by VTG

against KEDD, (iv) grant of the KNLA-LD license, (v) grant of the KEDD license; and (vi) grant of the FCC Application. The grant of the Joint Request shall be a condition to Closing.

(d) 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 such the other may reasonably request in connection with their preparation of any governmental filing hereunder. The FCC Consent and grant of the Joint Request are referred to as the “Governmental Consents.”

1.9 Waiver of Interference. Seller shall consent to an amendment to the pending Minor Modification application for KNLA (FCC File No. BMPDTL-20090630AEN) and any impermissible interference that amendment may cause to KEDD-LP. Provided however, that if the Joint Request and this Agreement are not granted by the FCC, Buyer will withdraw that amendment at Seller’s request.

## 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 jurisdiction in which the Station Assets are located. Seller has the requisite power and authority to own and operate the Station, to carry on the Station’s 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 does not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the Governmental Consents, and except for counter-party consent to assign those Station Contracts designated on *Schedule 1.1(c)*.

## 2.4 FCC Licenses.

(a) Seller holds the FCC Licenses listed and described on *Schedule 1.1(a)*. 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 Station. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. Except as described on Schedule 1.1(a), there is not pending or 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 threatened against Seller or the Station by or before the FCC. Seller and the Station are in compliance with the FCC Licenses, the Communications Act, and the rules, regulations and policies of the FCC.

(b) Seller and the Station Assets are in material compliance with all rules and regulations of the Federal Aviation Administration applicable to the Station. All filings required to be filed with, and all regulatory fees required to be paid to, the FCC by Seller with respect to the Station have been timely filed and paid. All such reports and filings are accurate and complete.

2.5 Taxes. Seller has, filed all foreign, federal, state, county and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law in connection with the Station’s 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. Each item of Tangible Personal Property is in good operating condition and repair, 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.

2.7 Real Property. *Schedule 1.1(c)* includes a description of any lease or similar agreement under which Seller is lessee or licensee of, or holds, uses or operates, any real property in the business or operation of the Station (the “Real Property Leases”). The Real Property Leases provide, sufficient access to the Station’s facilities without need to obtain any other access rights.

2.8 Contracts. *Schedule 1.1(c)* contains a list of all contracts used in the operation of the Station. Each of the Station Contracts (including without limitation each Real Property Lease) is in effect and is binding upon Seller and, to Seller’s knowledge, the other parties thereto. Seller has performed its obligations under each of the Station Contracts in all material respects, and is not in material default thereunder. Complete and correct copies of each Station Contract (including each Real Property Lease), together with all amendments thereto, have been delivered to Buyer by Seller.

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 (each a "Contaminant") has been generated, stored, transported or released (each a "Release") on, in, from or to the assets or properties of the Station except de minimis amounts used in the ordinary course of business in compliance with applicable law. Neither the Station nor any of the assets or properties of the Station are subject to any order from or agreement with any governmental authority or private party regarding any Contaminant or Release. Seller has not received in respect of the Station or any assets or properties of the Station any notice or claim to the effect that it is or may be liable as a result of the Release of a Contaminant. To Seller's knowledge, neither the Station nor any of its assets or properties is the subject of any investigation by any governmental authority with respect to a Release of a Contaminant.

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 Station as presently operated. *Schedule 1.1(d)* contains a description of all material Intangible Property.

2.11 Station Assets. Except for the Excluded Assets, the Station Assets constitute all the assets used or held for use in the business or operation of the Station. Seller has good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Encumbrances. At Closing, Seller will transfer to Buyer good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Encumbrances. Seller maintains sufficient insurance policies with respect to the Station and the Station Assets and will maintain such policies in full force and effect until Closing.

2.12 Compliance with Law. Seller has complied with all laws, regulations, rules, writs, injunctions, ordinances, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the Station or the Station Assets. There is no action, suit or proceeding pending or threatened against Seller in respect of the Station or the Station Assets. To Seller's knowledge, there are no claims or investigations pending or threatened against Seller in respect of the Station or the Station Assets.

2.13 No Finder. Except as previously disclosed by Seller to Buyer, 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 be Seller's sole cost and expense.

2.14 Disclosure. This Agreement and the documents made pursuant hereto do not and will not contain any untrue statement of material fact or omit to state a material fact required to be made in order to make the statements herein and therein not misleading in light of the circumstances in which they are made.

### 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 is qualified to do business in the 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 do not 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 does not conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the Governmental Consents.

3.4 Qualification. To Buyer's knowledge, 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:

(a) operate the Station in the ordinary course of business and keep its books and accounts, records and files in the ordinary course, preserve the business and goodwill of the Station and the Station Assets, return the Station to the air and file the appropriate FCC notice thereof within one (1) business day of filing the Joint Request;

(b) operate the Station in accordance with the terms of the FCC Licenses and in compliance 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 and timely file and prosecute any necessary applications for renewal of the FCC Licenses;

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

(d) at the request of Buyer, from time to time give Buyer access during normal business hours to all Station facilities and provide Buyer all other information concerning the Station as Buyer may reasonably request; and

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

(iii) permit any representation or warranty set forth in Article 2 to become untrue or inaccurate in any material respect; or

## ARTICLE 5: JOINT 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 the parties shall cooperate to make a mutually agreeable announcement.

5.3 Control. Consistent with FCC rules, control, supervision and direction of the operation of the Station prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses. The risk of loss of or damage to any of the Station

Assets, and the risk of any interruption in the Station's normal broadcast transmission, 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 and restore any interrupted transmission.

5.4 Consents. Prior to Closing Seller shall obtain the Required Consents (defined below) and shall use commercially reasonable efforts to obtain the other consents noted on *Schedule 1.1(c)* hereto. 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").

5.5 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.

5.6 Final Order. 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.

## ARTICLE 6: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the 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

Closing from Buyer (executed by an authorized officer) to the effect that the conditions set forth in this section 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 Joint Request. The Joint Request shall have been granted.

6.5 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 the Closing is subject to satisfaction of the following conditions at or prior to the 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 Closing from Seller (executed by an authorized officer) to the effect that the conditions set forth in this section 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 there shall have been no material adverse change in the business or operation of the Station.

7.4 Joint Request. The Joint Request shall have been granted.

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

#### ARTICLE 8: CLOSING DELIVERIES

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

- (a) a certified copy of the Seller Authorization;
- (b) the Seller Bringdown Certificate;
- (c) an Assignment of FCC Licenses assigning the FCC Licenses to

Buyer;

(d) an Assignment and Assumption of Contracts assigning the Station Contracts (if any) to Buyer;

(e) an Assignment and Assumption of Leases assigning the Real Property Leases (if any) to Buyer;

(f) a bill of sale conveying all Station Assets to Buyer;

(g) 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 Encumbrances.

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

(a) the Purchase Price in accordance with the terms of this Agreement;

(b) a certified copy of the Buyer Authorization;

(c) the Buyer Bringdown Certificate;

(d) an Assignment and Assumption of Contracts assuming the obligations arising after Closing under the Station Contracts (if any);

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

(f) 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. All representations, warranties, covenants and agreements contained in this Agreement, or in any document made pursuant hereto, shall survive (and not be affected in any respect by) the Closing, any investigation conducted by any party hereto and any information which any party may receive for twenty-four (24) months.

9.2 Indemnification.

(a) From and after Closing, Seller shall defend, indemnify and hold harmless Buyer 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 or default by Seller under this Agreement;

(ii) the Retained Liabilities; or

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

(b) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from:

(i) any breach or default by Buyer under this Agreement;

(ii) the Assumed Obligations; or

(iii) without limiting the foregoing, the business or operation of the Station after Closing (including any third party claim arising from such operations).

### 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 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 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);

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

- (e) by written notice of Buyer to Seller, or by Seller to Buyer, if the Closing does not occur by the date five months after the date of this Agreement, provided that the FCC has not granted the Joint Request.

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 (i) fifteen (15) calendar days thereafter or (ii) 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 1.5 (Deposit), 5.1 (Confidentiality), 5.2 (Announcements), and 11.1 (Expenses) shall survive any termination of this Agreement.

10.2 Specific Performance. Each party acknowledges and agrees that the breach of this Agreement would cause irreparable damage to the other parties hereto and that adequate remedies at law may not be available. Therefore, the obligations of Seller and Buyer under this Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction in the event of a breach or threatened breach of any representation, warranty, covenant or agreement under this Agreement, in addition to any other remedy available to Buyer or Seller. Buyer or Seller 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 Buyer or Seller 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.

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 filing fee associated with the FCC Application shall be paid by Buyer.

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:

Adelman Broadcasting, Inc.  
731 N. Balsam St.  
Ridgecrest, CA 93555  
Attention: Robert Adelman  
Facsimile: \_\_\_\_\_

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

Putbrese Hunsaker & Trent, P.C.  
200 South Church Street  
Woodstock, VA 22664  
Fax: (540) 459-7656  
Attn: John C. Trent, Esq.

if to Buyer, then to:

Venture Technologies Group, LLC  
5670 Wilshire Blvd., Ste. 1300  
Los Angeles, CA 90036  
Attention: Paul Koplín

Facsimile: (323) 965-5411

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

Wiley Rein LLP  
1776 K Street, N.W.  
Washington, D.C. 20006  
Attention: Joan Stewart  
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 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 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. The construction and performance of this Agreement shall be governed by the laws of the State of California without giving effect to the choice of law provisions thereof. 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.

Dated as of: March 23, 2011

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER:

Venture Technologies Group, LLC

By:   
Name: PAUL KOOLIN  
Title: CEO

SELLER:

Adelman Broadcasting, Inc.

By: \_\_\_\_\_  
Name:  
Title:



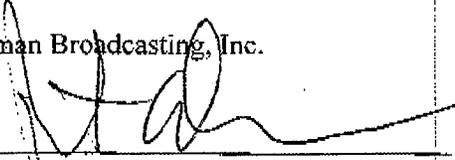
SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER: Venture Technologies Group, LLC

By: \_\_\_\_\_  
Name:  
Title:

SELLER: Adelman Broadcasting, Inc.

By:  \_\_\_\_\_  
Name:  
Title:

*Schedule 1.1(a)*

FCC Licenses

KEDD-LP, Lancaster, CA (BLTTL-20031031ACL)

License to Cover Application (FCC File No. BLDTL-20101018AAZ) pending for digital facility (Channel 50, Los Angeles, CA) (“KEDD License”)\*

Minor Modification Application (FCC File No. BMPDTL-20101027AAT) pending for digital facility (“KEDD Modification”)\*

\* On October 29, 2010, VTG filed a Petition to Deny against Adelman’s License to Cover KEDD (“KEDD Petition to Deny”) and an Informal Objection against Adelman’s Minor Modification of KEDD (“KEDD Objection”). The Joint Request seeks dismissal of the KEDD Petition to Deny and KEDD Objection and grant of the KEDD License and KEDD Modification.

*Schedule 1.1(b)*

Tangible Personal Property

Schedule 1.1 (b)

Tangible Personal Property

Superior Broadcast 750 watt digital translator with Larcant transcoder and four pole mask filter  
400' of Andrew AVA7-50 1 5/8" foam heliax with 1 5/8" EIA flange connectors on each end  
Superior Broadcast four bay (8 panel) Antenna system-Note: this is just a part of a planned 8 bay master  
(16 panel) antenna system  
75 amp 208 three phase Power consumption meter system and electrical panel for two transmitters  
Off air antenna system to feed transcoder  
Business phone line and DSL router for KEDD (626)578-0003. Note: this is separate from the phone line  
for KFLA

ADELMAN BROADCASTING, INC.

BY: \_\_\_\_\_

name

Its: \_\_\_\_\_

title

VENTURE TECHNOLOGIES GROUP, LLC

By: \_\_\_\_\_

name

Its: \_\_\_\_\_

title

*Schedule 1.1(c)*

Station Contracts

Lease for tower space between Adelman Broadcasting, Inc. and Richland/CBS  
(Attached).

\* [Include description of assignment terms]

*Schedule 1.1(d)*

Intangible Property

Call Sign: KEDD

*Schedule 1.7*

Allocation

*Schedule 1.8*

Joint Request

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington D.C. 20554**

In Re: Applications of	)	
	)	
Venture Technologies Group, LLC	)	File No. BLDTL-20081110AAG
	)	Facility ID No. 167309
For a License to Cover	)	
Digital Low Power Television Station	)	
KNLA-LD, Los Angeles, CA	)	
	)	
Adelman Broadcasting, Inc.	)	File No. BLDTL-20101018AAZ
	)	Facility ID No. 56793
For a License to Cover	)	
Digital Low Power Television Station	)	
KEDD-LP, Los Angeles, CA	)	
	)	
Adelman Broadcasting, Inc.	)	
	)	
Application for Assignment of License	)	File No. _____
KEDD-LP, Los Angeles, CA	)	Facility ID No. 56793
	)	

To: The Office of the Secretary

Attention: Low Power Television Branch  
Video Division, Media Bureau

**JOINT REQUEST FOR APPROVAL OF SETTLEMENT**

Venture Technologies Group, LLC ("VTG"), by its attorney, and Adelman Broadcasting, Inc. ("Adelman") and pursuant to Section 73.3588 of the Commission's Rules, 47 C.F.R. § 73.3588, respectfully request that the Commission: (i) grant this Joint Request for Approval of Settlement (the "Joint Request"); (ii) approve the settlement as proposed herein and in the Settlement Agreement attached hereto as Exhibit A; and (iii) grant the above-referenced applications.

1. Attached hereto as Exhibit A is a true and correct copy of the Settlement Agreement dated as of March 23<sup>rd</sup>, 2011, by and between VTG and Adelman (the "Settlement Agreement"). Under the terms of the Settlement Agreement, VTG has

agreed to dismiss the Petition to Deny filed against the License to Cover KEDD-LP, Los Angeles, California (FCC File No. BLDLTL-20101018AAZ) and the Informal Objection filed against the Minor Modification application for KEDD-LP (FCC File No. BMPDRTL-20101027AAT); Adelman has agreed to dismiss the Informal Objection filed against the License to Cover KNLA-LD, Los Angeles, California (FCC File No. BLDLTL-20081110AAG) and the Petition to Deny filed against the Minor Modification application for KNLA-LD (FCC File No. BLDLTL-20081110AAG); Adelman and VTG have entered into an asset purchase agreement (“APA”) for the sale of KEDD-LP to VTG for an amount consistent with the commercially-reasonable value of the station; and VTG has agreed to reimburse Adelman for its legitimate and prudent expenses incurred in preparing, filing and prosecuting the Informal Objection, Petition to Deny and related pleadings, up to \$15,000.

2. In accordance with Section 73.3588 of the Commission's rules, Exhibit B hereto contains affidavits by VTG and Adelman confirming that payment by VTG to Adelman is limited to reasonable and prudent expenses incurred by Adelman in preparing, filing and prosecuting the Informal Objection, Petition to Deny and related pleadings. The parties further affirm that the consideration for the sale of KEDD pursuant to the APA is for a commercially-reasonable price.

3. The parties submit that grant of this Joint Request would serve the public interest by speeding the resolution of certain pleadings and contested proceedings among the parties pending before the Commission. Therefore, prompt action on this Joint Request is requested.

5. WHEREFORE, the above premises being considered, VTG and Adelman respectfully request that the Commission grant this Joint Request, approve the Settlement Agreement and the settlement proposed therein and grant the above-captioned applications.

Respectfully submitted,

**ADELMAN BROADCASTING, INC.**

By: \_\_\_\_\_  
John C. Trent, Esq.  
Putbrese Hunsaker & Trent, P.C.  
200 South Church Street  
Woodstock, VA 22664  
(540) 459-7646 telephone  
(540) 459-7656 facsimile  
[Fccman3@shentel.com](mailto:Fccman3@shentel.com)  
Its Attorney

**VENTURE TECHNOLOGIES GROUP, LLC**

By: \_\_\_\_\_  
Joan Stewart, Esq.  
Wiley Rein LLP  
1776 K Street N.W.  
Washington, D.C. 20006  
(202) 719-7438 telephone  
(202) 719-7049 facsimile  
[Jstewart@wileyrein.com](mailto:Jstewart@wileyrein.com)  
Its Attorney

March \_\_, 2011

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into this <sup>23<sup>rd</sup></sup> day of March 2011, by and between Adelman Broadcasting, Inc. ("Adelman"), the licensee of KEDD-LP, Los Angeles, California (FID 56793) ("KEDD") and Venture Technologies Group, LLC ("VTG"), the permittee of KNLA-LD, Los Angeles, California (FID 167309) ("KNLA").

WHEREAS, the parties desire to settle the differences between them and resolve their adverse litigation pending before the Federal Communications Commission ("FCC").

WHEREAS, Adelman has pending before the FCC an Application for License to Cover KEDD-LD (FCC File No. BLDTL-20101018AAZ) ("KEDD License") and an Application for Minor Modification to KEDD-LD (FCC File No. BMPDTL-20101027AAT) ("KEDD Minor Mod").

WHEREAS, VTG has pending before the FCC an Application for License to Cover KNLA-LD (FCC File No. BLDTL-20081110AAG) ("KNLA License") and an Application for Minor Modification to KNLA-LD (FCC File No. BMPDTL-20090630AEN) ("KNLA Minor Mod").

WHEREAS, on July 15, 2009, Adelman filed an Informal Objection against VTG's License to Cover KNLA ("KNLA License Objection") and on August 6, 2009, Adelman filed a Petition to Deny against VTG's Minor Modification of KNLA ("KNLA Petition to Deny") (collectively, Adelman's Objections).

WHEREAS, on October 29, 2010, VTG filed a Petition to Deny against Adelman's License to Cover KEDD ("KEDD Petition to Deny") and an Informal Objection against Adelman's Minor Modification of KEDD ("KEDD Objection").

WHEREAS, Adelman and VTG have entered into an Asset Purchase Agreement whereby Adelman will sell the KEDD assets to VTG and VTG will purchase the KEDD assets upon approval of the application seeking FCC consent to the assignment of the KEDD license ("Assignment Application").

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, agreements and conditions set forth herein, the receipt and sufficiency of which is hereby acknowledged, Adelman and VTG hereby agree as follows:

1. Within ten (10) calendar days of the date of this Agreement, VTG and Adelman will file with the FCC the Joint Request for Approval of Settlement Agreement, including the affidavits required by Section 73.3588(a) of the Commission's rules (the "Joint Request"), as attached at Exhibit 1, in which the parties request:

- a. FCC approval of the Settlement Agreement;
- b. Dismissal of Adelman's Objections;
- c. Dismissal of VTG's Objections;

c. by written notice of either party to the other if the other breaches its representations or defaults in the performance of its obligations contained in this Agreement and such breach or default is material and is not cured within the Cure Period (defined below).

9. Upon learning of any breach or default under this Agreement, the non-defaulting party shall provide prompt written notice of the breach or default to the defaulting party. The defaulting party shall be given ten (10) business days thereafter from the receipt of written notice of the breach or default to cure such default (the "Cure Period").

10. This Agreement shall be binding on and inure to the benefit of the parties respective successors and assigns, provided, however, that one party may not assign this Agreement without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

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

If to Adelman:

Adelman Broadcasting, Inc.  
Attn: Robert Adelman  
731 N. Balsam St.  
Ridgecrest, CA 93555  
Fax:

with a copy, which shall not constitute notice to:

John C. Trent, Esq.  
Putbrese Hunsaker & Trent, P.C.  
200 South Church Street  
Woodstock, VA 22664  
Fax: 540-459-7656

If to VTG:

VTG  
Attn: Paul Koplín  
5670 Wilshire Blvd., Suite 1300  
Los Angeles, CA 90036  
Fax: 323-965-5411

with a copy, which shall not constitute notice to :

Joan Stewart, Esq.  
Wiley Rein LLP  
1776 K Street, NW  
Washington, DC 20006  
Fax: 202-719-7049

12. 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.

13. The construction and performance of this Agreement shall be governed by the laws of the State of California without giving effect to the choice of law provisions thereof. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party.

14. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO THE SETTLEMENT AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the date first written above.

ADELMAN BROADCASTING, INC.

VENTURE TECHNOLOGIES GROUP, LLC

By:

Name:



By:

Name:

Its:

Title:

President

Its:

Title:

[SIGNATURE PAGE TO THE SETTLEMENT AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the date first written above.

ADELMAN BROADCASTING, INC.

VENTURE TECHNOLOGIES GROUP, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Title: \_\_\_\_\_

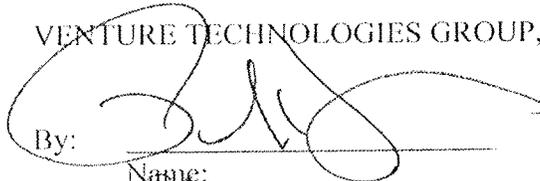
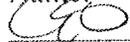
By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Its:  \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit 1

Joint Request

Exhibit 2

Asset Purchase Agreement