

## **ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** (this “Agreement”) is made as of October 9, 2015 by and among Northstar Atlanta License, LLC (“Northstar Atlanta”), Northstar Corpus Christi License, LLC (“Northstar Corpus Christi”), Northstar Albuquerque License, LLC (“Northstar Albuquerque”) and Northstar Mullin License, LLC (“Northstar Mullin,” and, together with Northstar Atlanta, Northstar Albuquerque and Northstar Corpus Christi, “Sellers”) and DTV America Corporation (“Buyer”).

### **Recitals**

A. Sellers own FCC Licenses (defined below) to operate low power television stations WUVM-LP, Atlanta, Georgia, Facility No. 69785; KYDF-LP, Corpus Christi, Texas, Facility No. 131347; KQDF-LP, Albuquerque, New Mexico, Facility No. 32283; and KAXW-LP, Mullin, Texas, Facility No. 52928 (each, a “Station,” and collectively, the “Stations”) pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”).

B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Sellers desire to sell to Buyer, and Buyer desires to purchase from Sellers, 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: PURCHASE OF ASSETS**

1.1 Station Assets. On the terms and subject to the conditions hereof, at Closing (defined below), Sellers shall sell, assign, transfer, convey or cause to be conveyed and deliver to Buyer, and Buyer shall purchase and acquire from Sellers, all right, title and interest of Sellers, or which Sellers are causing to be conveyed hereunder, in and to the following assets and properties of Sellers, real and personal, tangible and intangible, that are exclusively used or held for use in the operation of the Stations (other than the Excluded Assets, defined below) (the “Station Assets”):

(a) the transferable FCC licenses, permits and other authorizations with respect to the Stations (the “FCC Licenses”) described on *Schedule 1.1(a)*, including any renewals or modifications thereof between the date hereof and Closing (defined below);

(b) the equipment, transmitters, antennas, and other tangible personal property used or held for use in the operation of the Stations listed on *Schedule 1.1(b)*, except for any retirements or dispositions thereof made between the date hereof and the Closing Date in the ordinary course of business in accordance with Section 4.1(c) hereof, (the “Purchased Assets”);

(c) the contracts, agreements and leases, written or oral, identified on *Schedule 1.1(c)*, and all agreements entered into in the ordinary course of business for the sale of

advertising time on the Stations and all other contracts, agreements and leases entered into by Sellers between the date hereof and Closing, subject to the limitations set forth in Section 4.1(f) relating to the operation of the Stations (collectively, the “Station Contracts”). The Station Contracts shall not include: (i) any studio leases; (ii) any contracts with Azteca International Corporation or affiliates thereof or which do not benefit one or more of the Stations exclusively; or (iii) any agreements with multichannel video programming distributors that Buyer does not expressly elect to assume;

(d) the leasehold interests in real property associated with each Station’s transmitter site(s), as listed on *Schedule 1.1(d)* (the “Real Property”);

(e) rights in and to the Stations’ call letters and all other rights in and to the trademarks, trade names, copyrights, domain names, websites, and other intangible property, in each case exclusively used or held for use in the operation of the Stations, to the extent set forth on *Schedule 1.1(e)* (the “Intangible Property”); and

(f) all files, documents and records available to Sellers exclusively relating to the Station Assets or required by the FCC to be kept by the Station, including all engineering and technical files, documents and reports associated with the Stations’ conversion to digital operations, but excluding records included in or related to Excluded Assets (defined below).

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances (“Liens”), except for Assumed Obligations (defined in Section 1.3), liens for taxes not yet due and payable, liens that will be released at or prior to Closing and liens listed on any Schedule hereto (collectively, “Permitted Liens”).

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include any other assets or any rights, title and interest therein, including, without limitation, the following (the “Excluded Assets”):

(a) all cash and cash equivalents, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, bank and money market accounts and all similar accounts or investments;

(b) all tangible and intangible personal property retired or disposed of between the date of this Agreement and Closing in accordance with Article 4;

(c) all Station Contracts that are terminated or expire prior to Closing in accordance with Article 4;

(d) all corporate business records, including, without limitation, financial records, charter documents, and books and records relating to the organization, existence or ownership of each Seller, duplicate copies of the records of the Stations, and all records not relating to the operation of the Stations;

(e) all contracts of insurance, all coverages, claims and proceeds thereunder and all rights in connection therewith, including without limitation rights arising from any refunds due with respect to insurance premium payments to the extent related to such insurance policies;

(f) all pension, profit sharing plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Sellers;

(g) all accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided prior to the Closing Date or otherwise arising during or attributable to any period prior to the Closing Date (the “A/R”);

(h) any non-transferable shrinkwrapped computer software and any other non-transferable computer licenses that are not material to the operation of the Stations;

(i) all rights and claims, whether mature, contingent or otherwise, against third parties with respect to the Stations and the Station Assets, to the extent arising during or attributable to any period prior to the Closing Date;

(j) all deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent each Seller receives a credit therefor under Section 1.6;

(k) computer and other similar assets and any other operating systems and related assets that are used in the operation of multiple stations or other business units, except for any such items that are specifically set forth as included in the Station Assets on the Schedules hereto;

(l) all leases, contracts and agreements associated with any of the Stations’ studios or offices or any employee or independent contractor of Sellers or the Stations; and

(m) all rights and claims, whether mature, contingent or otherwise, primarily related to the Retained Obligations.

1.3 Assumption of Obligations. On the Closing Date (defined below), Buyer shall assume the obligations of Sellers (a) arising during, or attributable to, any period of time on or after the Closing Date under the Station Contracts, and (b) any other liabilities of Sellers to the extent Buyer receives a credit therefor under Section 1.6 (collectively, the “Assumed Obligations”). Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of Sellers (the “Retained Obligations”).

1.4 Purchase Price. In consideration for the sale of the Station Assets to Buyer, at Closing Buyer shall pay the Sellers, as directed by the Sellers, by wire transfer of immediately available funds, the total sum of One Million Two Hundred Thousand U.S. Dollars (\$1,200,000) (including the Deposit described below), subject to adjustment pursuant to Section 1.6 (the “Purchase Price”).

1.5 Deposit. On the date hereof, Buyer shall make a cash deposit in immediately available funds in an amount equal to Sixty Thousand Dollars (\$60,000) (the “Deposit”) with Mark B. Denbo, Esq. (the “Escrow Agent”) pursuant to the Escrow Agreement (the “Escrow Agreement”) of even date herewith among Buyer, Sellers and the Escrow Agent. At Closing, the Deposit shall be disbursed to the Sellers, as directed by the Sellers, and applied to the Purchase

Price and any interest accrued thereon shall be disbursed to Buyer. If this Agreement is terminated by any Seller pursuant to Section 10.1(c), the Deposit and any interest accrued thereon shall be disbursed to the Sellers, as directed by the Sellers. If this Agreement is otherwise terminated pursuant to its terms, the Deposit and any interest accrued thereon shall be disbursed to Buyer. Any failure by Buyer to make the Deposit on the date hereof constitutes a material default as to which the Cure Period under Section 10.2 does not apply entitling each Seller to immediately terminate this Agreement. The parties shall each instruct the Escrow Agent to disburse the Deposit and all interest thereon to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement unless contested by a party in good faith in writing within five (5) business days of a disbursement request, in which event the Deposit shall remain with the Escrow Agent until the parties' dispute is resolved.

1.6 Prorations and Adjustments. 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 Sellers in accordance with generally accepted accounting principles ("GAAP") as of 12:01 a.m. on the Closing Date. Such prorations shall include without limitation all ad valorem, real estate and other property taxes (except as provided by Section 11.1), music and other license fees, FCC regulatory fees, utility expenses, rent and other amounts under Station Contracts and similar prepaid and deferred items. Each Seller shall receive a credit for all of the Stations' deposits and prepaid expenses to the extent they inure to Buyer's benefit. To the extent possible, initial prorations and adjustments shall be made on the Closing Date, with final prorations and adjustments made no later than ninety (90) calendar days after Closing. There shall be no proration or adjustment for any imbalance in the value of rights and obligations under trade, barter or similar agreements for the sale of time for goods or services.

1.7 Allocation. Prior to Closing, Buyer and each 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"). Each of Buyer and each Seller shall file a tax return reflecting its allocation as and when required under the Code. If Buyer and each Seller have not mutually agreed on an allocation prior to the Closing, and after Closing, the parties cannot agree on an allocation of the Purchase Price, the parties shall hire a certified public accountant or other professional experienced in the evaluation of broadcast properties to determine such allocation, which shall be binding on the parties. The parties shall mutually agree on such an appraiser and shall instruct the appraiser to deliver his report within ninety (90) days after Closing. Buyer and each Seller shall each be responsible for one-half of the cost of such appraisal.

1.8 Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the "Closing") shall take place on or before the tenth (10th) business day after the date that the last of the FCC Consents (hereinafter defined) have been granted or on such other day after the last of the FCC Consents have been obtained as Buyer and each Seller may mutually agree in writing, subject to the satisfaction or waiver of the conditions set forth in Articles 6 or 7 below. The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.9 FCC Consents. Within ten (10) business days of the date of this Agreement, Buyer and Sellers shall file applications with the FCC (the "FCC Applications") requesting FCC consent to the assignments of the FCC Licenses to Buyer. FCC consents to the FCC Applications without

any material adverse conditions other than those of general applicability are referred to herein collectively as the “FCC Consents”. Buyer and Sellers shall diligently prosecute the FCC Applications and otherwise use their commercially reasonable efforts to obtain the FCC Consents as soon as possible, including the filing of any request for amendment or waiver, provided that neither party will be required to participate in a trial-type hearing or judicial appeal of any adverse FCC action. Buyer and Sellers 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 Sellers 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. Except as otherwise provided herein, each party will be solely responsible for the expenses incurred by it in the preparation, filing, and prosecution of its respective portions of the FCC Applications. In the event any objections or challenges to the FCC Applications or any requests for reconsideration or review of the FCC Consents are filed at the FCC (collectively, “Objections”), the parties shall cooperate with respect to any responses thereto. In addition, the parties acknowledge that, to the extent reasonably necessary to expedite and facilitate grants by the FCC of the FCC Consents, if requested by FCC staff, it is necessary for the Sellers, Buyer or any of their respective affiliates to enter into one or more customary assignment, assumption, tolling, or other similar arrangements with the FCC to resolve any complaints with the FCC relating to any FCC Licenses, Sellers or Buyer (as necessary) shall enter into such arrangement with the FCC. Neither Buyer nor Sellers shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of materially delaying the issuance of any of the FCC Consents. The parties agree to comply with any condition imposed on either of them by any FCC Consent.

## ARTICLE 2: SELLERS REPRESENTATIONS AND WARRANTIES

Each Seller hereby makes the following representations and warranties to Buyer:

2.1 Organization. Each 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 each jurisdiction in which the Stations are located. Each Seller has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be made by such Seller pursuant hereto (collectively, the “Sellers Ancillary Agreements”) and to consummate the transactions contemplated hereby.

2.2 Authorization. The execution, delivery and performance of this Agreement and the Sellers Ancillary Agreements by each Seller have been duly authorized and approved by all necessary action of such Seller and do not require any further authorization or consent of such Seller. This Agreement is, and each Sellers Ancillary Agreement when made by Sellers and the other parties thereto will be, a legal, valid and binding agreement of each Seller enforceable in accordance with its 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. Except for the FCC Consents and counter-party consents to assign certain of the Station Contracts, the execution, delivery and performance by each Seller of this

Agreement and the Sellers Ancillary Agreements and the consummation by such Seller of any of the transactions contemplated hereby does not conflict with any organizational documents of such Seller or any other material contract or agreement to which such Seller is a party or by which it is bound, or any law, judgment, order, or decree to which such Seller is subject, or require the consent or approval of, or a filing by such Seller with, any governmental or regulatory authority or any third party.

2.4 FCC Licenses. Sellers are the holders of the FCC Licenses described on *Schedule 1.1(a)*. Such FCC Licenses constitute all of the authorizations required under the Communications Act of 1934, as amended, and the rules, regulations and published policies promulgated thereunder by the FCC (collectively, the “Communications Laws”) 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 Sellers’ knowledge, threatened, any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability). There is not issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against any Station or against any Seller with respect to any Station that could result in any such action. Except as set forth on *Schedule 1.1(a)* hereto, each Station is operating in compliance in all material respects with the FCC Licenses and the Communications Laws, except for such non-compliance as would not have a material adverse effect on Buyer, the Station Assets or the transactions contemplated by this Agreement. All material reports and filings required to be filed with the FCC by Sellers with respect to the Stations have been timely filed and all such reports and filings are accurate and complete, except as would not have a material adverse effect on Buyer, the Station Assets or the transactions contemplated by this Agreement.

2.5 Taxes. To Sellers’ knowledge, Sellers have, in respect of the Stations’ business, 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, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

2.6 Purchased Assets. *Schedule 1.1(b)* contains a list of material items of Purchased Assets included in the Station Assets. The Purchased Assets, together with the agreements set forth on *Schedule 1.1(b)*, constitute all of the assets, except the Excluded Assets, necessary to conduct the operations of the Stations as currently conducted. Except as set forth on *Schedule 1.1(b)*, Sellers, or the entities that Sellers cause to convey assets hereunder, have good title to or a valid leasehold or license interest in such Purchased Assets free and clear of Liens other than Permitted Liens. Except as set forth on *Schedule 1.1(b)*, all material items of Purchased Assets are in reasonable operating condition, ordinary wear and tear excepted.

2.7 Contracts. *Schedule 1.1(c)* is a true and complete list of all the Station Contracts. The Station Contracts requiring the consent of a third party to assignment are identified on *Schedule 1.1(c)* with an asterisk (“\*”). Each of the Station Contracts (including without limitation each of the Real Property Leases) is in effect and is binding upon each Seller and, to each 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). Each Seller

has performed its obligations under each of the Station Contracts in all material respects, and is not in material default thereunder, and to such Seller's knowledge, no other party to any of the Station Contracts is in default thereunder in any material respect.

2.8 Real Property. *Schedule 1.1(d)* contains a list of all of the transmitter site leases or similar agreements associated with the Stations (the "Real Property Leases"). Sellers own no real property used in the business or operation of the Stations. The Real Property Leases requiring the consent of a third party to assignment are identified on *Schedule 1.1(d)* with an asterisk ("\*"). No part of any Real Property is subject to any pending or, to Sellers' knowledge, threatened suit for condemnation or other taking by any public authority. Except as set forth on *Schedule 1.1(d)*, to the knowledge of Seller, all buildings and other improvements included in the Real Property are in reasonable operating condition, ordinary wear and tear excepted, and comply in all material respects with applicable zoning, health, disability and safety laws and codes. Each Seller has performed its material obligations under each of the Real Property Leases required to be listed on *Schedule 1.1(d)* and is not in material default thereunder, and to Sellers' knowledge, no other party to any of the Real Property Leases required to be listed on *Schedule 1.1(d)* is in default thereunder. No Seller has received any written notice that it currently is in breach, violation or default under any Real Property Lease required to be listed on *Schedule 1.1(d)*. Each Seller has good and valid title to the leasehold estate under each Real Property Lease to which it is a party, if any, free and clear of all Liens other than Permitted Liens.

2.9 Intangible Property. To their knowledge, each Seller has sufficient right, title and interest in and to all trademarks, service marks, trade names, copyrights, domain names and all other intangible property included in the Station Assets. *Schedule 1.1(e)* contains a description of all material Intangible Property used exclusively in the operation of the Stations. Within the past three (3) years, Sellers have received no written notice of any claim that any such Intangible Property or the use thereof conflicts with, or infringes upon, any rights of any third party (and, to Sellers' knowledge, there is no basis for any such claim of conflict). No such Intangible Property is the subject of any pending, or, to Sellers' knowledge, threatened legal proceedings claiming infringement or unauthorized use by each Seller.

2.10 Environmental. To Sellers' knowledge, no hazardous or toxic substance or waste regulated under any applicable environmental, health or safety law has been generated, stored, transported or released on, in, from or to the Real Property included in the Station Assets. To Sellers' knowledge, such Seller has complied in all material respects with all environmental, health and safety laws applicable to its Station.

2.11 Insurance. Each Seller maintains insurance policies with respect to its Station and associated Station Assets in commercially reasonable amounts and consistent with its practices for other stations, and will maintain such policies until the Closing Date.

2.12 Litigation. There is no action, suit or proceeding pending or, to Sellers' knowledge, threatened against any Seller in respect of the Stations that will subject Buyer to liability or which will affect any Seller's ability to perform its obligations under this Agreement. No Sellers are operating under or subject to any order, writ, injunction or decree relating to the Stations or the Station Assets of any court or governmental authority which would have a material adverse effect on the condition of the Stations or any of the Station Assets or on the ability of each Seller to enter

into this Agreement or consummate the transactions contemplated hereby, other than those of general applicability.

2.13 No Brokers. There is no broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement as a result of any agreement of, or action taken by, Sellers.

2.14 Disclosure. To Sellers' knowledge this Agreement (including the Schedules and Exhibits attached hereto) does not, taken as a whole, contain any untrue statement of a material fact or omits to state a material fact required to be stated in order to make the statement, in light of the circumstances in which it is made, not misleading.

2.15 No Other Agreements to Sell the Stations. Sellers have no legal obligation, absolute or contingent, to any other person or firm to sell, assign, or transfer the Station Assets (whether through a merger, reorganization or sale of stock or otherwise) or to enter into any agreement with respect thereto.

2.16 No Undisclosed Liabilities. There are no liabilities or obligations of any Seller with respect to any Station that will be binding upon Buyer after the Closing Date, other than the Assumed Obligations and other than pursuant to the prorations and adjustments under Section 1.6.

2.17 No Other Representations or Warranties. Sellers agree that neither Buyer nor any of its representatives has made and shall not be deemed to have made, nor has any Seller or any of its representatives relied on, any representation, warranty, covenant or agreement, express or implied, or any statement or information, with respect to Buyer, other than those representations, warranties, covenants and agreements explicitly set forth in Article 3.

### ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Sellers:

3.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and 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 all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the "Buyer Ancillary Agreements") and to consummate the transactions contemplated hereby.

3.2 Authorization. The execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer. This Agreement is, and each Buyer Ancillary Agreement when made by Buyer and the other parties thereto will be, a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, 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. Except for the FCC Consent, the execution, delivery and performance by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of any of the transactions contemplated hereby does not conflict with any organizational documents of Buyer, any contract or agreement to which Buyer is a party or is by which it is bound, or any law, judgment, order or decree to which Buyer is subject, or require the consent or approval of, or a filing by Buyer with, any governmental or regulatory authority or any third party.

3.4 Litigation. There is no action, suit or proceeding pending or, to Buyer's knowledge, threatened against Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of Buyer to perform its obligations hereunder.

3.5 Qualification. To Buyer's knowledge: (a) Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Stations under the Communications Laws; (b) there are no facts that would, under the Communications Laws, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Stations or that that would reasonably be expected to delay the FCC's processing of the FCC Application because of Buyer's qualifications; and (c) no waiver of or exemption from any existing FCC rule or policy on the part of Buyer is necessary for the FCC Consent to be obtained.

3.6 Financing. Buyer has on hand or from committed funds financial resources sufficient to consummate the transactions contemplated by this Agreement and to operate the Stations after the Closing Date. Buyer's obligations hereunder are not subject to or conditioned upon it obtaining financing or a financing commitment of any nature.

3.7 No Other Representations or Warranties. Buyer agrees that neither Sellers nor any of their representatives have made and shall not be deemed to have made, nor has Buyer or any of its representatives relied on, any representation, warranty, covenant or agreement, express or implied, or any statement or information, with respect to any Seller, its business, the Stations, or the Station Assets, other than those representations, warranties, covenants and agreements explicitly set forth in Article 2.

#### ARTICLE 4: SELLERS COVENANTS

4.1 Sellers' Covenants. Except as set forth in *Schedule 4.1* with respect to KAXW-LP, between the date hereof and Closing, except as permitted by this Agreement or with the prior written consent of Buyer, which shall not be unreasonably withheld, delayed or conditioned, Sellers shall:

(a) operate the Stations in the ordinary course of business (for avoidance of doubt, any expense reductions made consistent with Sellers' past practices shall be deemed in the ordinary course of business, and no change in staffing shall be deemed outside the ordinary course of business) and in all material respects in accordance with the Communications Laws and with all other applicable laws, regulations, rules and orders and good engineering practices;

(b) not adversely modify, and in all material respects maintain in full force and effect, the FCC Licenses;

(c) not, other than in the ordinary course of business, sell, lease or dispose of or agree to sell, lease or dispose of any of the Station Assets unless replaced with similar items of substantially equal or greater value and utility, or create, assume or permit to exist any Liens upon any Station Asset, except for Permitted Liens, and not dissolve, liquidate, merge or consolidate with any other entity;

(d) use commercially reasonable efforts to maintain the Purchased Assets in the ordinary course of business;

(e) upon reasonable notice, give Buyer and its representatives reasonable access during normal business hours to the Station Assets, and furnish Buyer with information relating to the Station Assets that Buyer may reasonably request, provided that such access rights shall not be exercised in a manner that interferes with the operation of the Stations;

(f) not enter into any new Station Contracts that will be binding upon Buyer after Closing or amend or terminate any existing Station Contracts, except for Station Contracts made, amended or terminated with Buyer's prior written consent;

(g) not, by any act or omission, knowingly cause any of the representations and warranties set forth in Article 2 to become untrue or incorrect in any material respect, and Sellers shall use commercially reasonable efforts to cause the conditions to Closing set forth in Article 7 to be satisfied, and ensure that this transaction shall be consummated as set forth herein;

(h) not take any action that would make the consummation of the this transaction contrary to the Communications Laws or require a waiver of the Communications Laws; and

(i) not, and shall not authorize or permit any officer, director or employee of any Seller, or any investment banker, attorney, accountant or other advisor or representative retained by any Seller to, solicit, initiate, encourage (including by way of furnishing information), endorse or enter into any agreement with respect to, or take any other action to facilitate, any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any proposal to purchase, directly or indirectly, any Station.

4.2 KAXW-LP. Sellers shall take all actions: (a) reasonably necessary to restore the broadcast operations of KAXW-LP; and (b) as reasonably requested by the FCC to obtain a grant of the pending license renewal application associated with KAXW-LP.

## ARTICLE 5: JOINT COVENANTS

Buyer and each Seller hereby covenant and agree as follows:

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 (including without limitation all financial information provided by Sellers to Buyer) shall be kept confidential, shall not be used except in connection with this transaction, and shall not be disclosed to any other person or entity,

except the parties' representatives and lenders for the purpose of consummating the transaction contemplated by this Agreement.

5.2 Announcements. 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 Applications and thereby become public.

5.3 Control. Buyer shall not, directly or indirectly, control, supervise or direct the operation of the Stations prior to Closing. Consistent with the Communications Laws, control, supervision and direction of the operation of the Stations prior to Closing shall remain the responsibility of Sellers.

5.4 Risk of Loss; Broadcast Interruption.

(a) Sellers shall bear the risk of any loss of or damage to the Purchased Assets at all times until the Closing Date, and Buyer shall bear the risk of any such loss or damage thereafter.

(b) It shall be the responsibility of Sellers to repair or cause to be repaired or replaced, and to restore, the affected Purchased Assets substantially to its condition prior to any such loss, damage or destruction; provided, that if the reasonable estimated costs of such repairs or restoration exceeds Seventy Five Thousand Dollars (\$75,000) in the aggregate, Sellers shall not be obligated to repair or cause to be repaired or to restore the affected property.

(c) In case the reasonable estimated costs of such repairs or restoration exceeds Seventy Five Thousand Dollars (\$75,000) in the aggregate, Buyer shall, in such case, be entitled to receive (i) all proceeds of insurance covering such affected property and (ii) from Sellers, the amount of any deductible to be incurred by Sellers in respect of any claim(s) in respect of such affected property; and further, provided, that in the event that any material property reasonably required for the broadcast transmissions of the Stations is not repaired, replaced, or restored prior to Closing, Buyer, at its sole option, upon written notice to Sellers:

(i) may elect to postpone the Closing until the earlier of (A) such time as the property has been repaired, replaced, or restored in all material respects, or (B) up to twelve (12) months from the date when all other conditions to Closing herein have been satisfied (other than those conditions that by their nature are to be satisfied at Closing, but subject to the satisfaction of those conditions at such time);

(ii) may at any time during such twelve (12) month period elect to consummate the Closing and accept the property in its then condition, in which event Sellers shall assign to Buyer all proceeds of insurance not at that time already expended in such repair, replacement or restoration, which have theretofore, or are to be, received, covering the property involved, or

(iii) if, one hundred twenty (120) days after the event of such loss or damage, such restoration, replacement or repair is not completed, Buyer may, at its sole option, terminate this Agreement by written notice to Sellers, whereupon no party to this Agreement shall have any liability to any other party to this Agreement, and this Agreement in its entirety, except as set forth in Section 9.1.

(d) If Buyer shall extend the time for Closing pursuant to Section 5.4(c)(i), the provisions of Section 10.1(e) shall be tolled for such time as Buyer has elected to postpone the Closing as set forth in this Section 5.4 and each Seller is using reasonable best efforts to effect such repair, replacement or restoration, and for five (5) business days after the property involved has been repaired, replaced or restored in all material respects

(e) Except as set forth on *Schedule 5.4(e)*, if, prior to the Closing, any Station is off the air or operating at a power level that results in a material reduction in coverage as compared to its current coverage as currently operated (a “Broadcast Interruption”), then Sellers shall use commercially reasonable efforts to return such Station to the air and restore prior coverage as promptly as possible in the ordinary course of business. Notwithstanding anything herein to the contrary, if prior to the Closing there is a Broadcast Interruption in excess of twenty four consecutive (24) hours, then Buyer may postpone the Closing until the date five (5) business days after the Station returns to the air and prior coverage is restored in all material respects, subject to Section 10.1(c).

#### 5.5 Consents.

(a) Sellers shall use commercially reasonable efforts to provide Buyer with (and Buyer shall use commercially reasonable efforts to assist Sellers to obtain) all third party consents necessary for the assignment of any Station Contract (which shall not require any payment to any such third party), but no such consents shall be conditions to Closing except for the Required Consents. Receipt of consents designated with a cross (“+”) on *Schedule 1.1(c)* or *Schedule 1.1(d)* shall be a condition precedent to Buyer’s obligation to close under this Agreement (the “Required Consents”).

(b) 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 pursuant to this Agreement shall not constitute an assignment of such Station Contract; provided, however, with respect to each such Station Contract, Sellers and Buyer shall cooperate to the extent feasible in effecting a lawful and commercially reasonable arrangement under which Buyer shall receive the benefits under the Station Contract from and after Closing, and to the extent of the benefits received, Buyer shall pay and perform the applicable Seller’s obligations arising under the Station Contract from and after Closing in accordance with its terms. This Section 5.5(b) shall not apply to the Required Consents.

5.6 Accounts Receivable. All A/R shall remain the property of Sellers, and Buyer shall not acquire any right or interest therein. After the Closing Date, if Buyer receives a payment from an account debtor of the Stations with respect to the A/R, Buyer shall hold such payment in trust for Sellers and shall promptly remit such payment to Sellers, but shall otherwise have no obligations to collect any A/R on behalf of Sellers.

5.7 Actions. After Closing, if reasonably requested by any Seller, Buyer shall cooperate with such Seller in the investigation, defense or prosecution of any action which is pending or threatened against any Seller or its affiliates with respect to the Stations, whether or not any party has notified the other of a claim for indemnification with respect to such matter; provided, however, that such Seller shall reimburse Buyer for the out of pocket costs (including reasonable attorneys' fees), if any, reasonably incurred by Buyer to comply with this Section. Without limiting the generality of the foregoing, subject to reimbursement of such costs, if any, Buyer shall make available its employees to give depositions or testimony and shall preserve and furnish all documentary or other evidence that such Seller may reasonably request.

#### ARTICLE 6: SELLERS CLOSING CONDITIONS

The obligation of each Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Sellers):

##### 6.1 Representations and Covenants.

(a) The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

(b) The covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects.

(c) Sellers shall have received a certificate dated as of the Closing Date from Buyer executed by an authorized officer of Buyer to the effect that the conditions set forth in Sections 6.1(a) and (b) have been satisfied.

6.2 Proceedings. Neither Sellers 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 Authorization. The FCC Consent pursuant to the FCC's initial order shall have been obtained.

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

#### ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

##### 7.1 Representations and Covenants.

(a) The representations and warranties of each Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

(b) The covenants and agreements to be complied with and performed by each Seller at or prior to Closing shall have been complied with or performed in all material respects.

(c) Buyer shall have received a certificate dated as of the Closing Date from Sellers executed by an authorized officer of each Seller to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied.

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

7.3 FCC Authorization. Each of the FCC Consents pursuant to the FCC's initial order shall have been obtained.

7.4 Deliveries. Each Seller shall have complied with its obligations set forth in Section 8.1.

7.5 Consents. All of the Required Consents shall have been obtained.

7.6 No Liens. There shall not be any Liens on any Station Assets (other than Permitted Liens) or any financing statements of record with respect to any Station Assets except those to be released at the Closing.

7.7 KAXW-LP. Station KAXW-LP shall be on the air and the FCC shall have granted the KAXW-LP pending license renewal application.

7.8 National Rep Agreement. Sellers and Buyer shall have executed an agreement whereby, as of the Closing Date, Azteca America TV Spot Sales (or an affiliate) shall provide nationwide advertising sales representation for the benefit of Buyer (the "National Rep Agreement").

7.9 Network Affiliation Agreement(s). Sellers shall have negotiated, and Buyer and Azteca International Corporation shall have executed one or more network affiliation or similar agreements, pursuant to which Azteca International Corporation or its affiliates shall provide programming to the Stations as of the Closing Date, in each case on terms agreeable to Buyer and Azteca International Corporation (each, a "Network Affiliation Agreement" and collectively, the "Network Affiliation Agreements").

## ARTICLE 8: CLOSING DELIVERIES

8.1 Sellers Documents. At Closing, Sellers shall deliver or cause to be delivered to Buyer:

- (a) the certificates described in Section 7.1(c);
- (b) an assignment of FCC authorizations assigning the FCC Licenses from Sellers to Buyer;

(c) an assignment and assumption of contracts assigning the Station Contracts (including the Real Property Leases) from Sellers to Buyer;

(d) an assignment and assumption of intangible assets assigning the Intangible Assets from Sellers to Buyer;

(e) a bill of sale conveying the Purchased Assets from Sellers to Buyer;

(f) copies of the Required Consents;

(g) the executed National Rep Agreement;

(h) all executed Network Affiliation Agreements; and

(i) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets from Sellers to Buyer, free and clear of Liens, except for Permitted Liens.

8.2 Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Sellers:

(a) the Purchase Price in accordance with Section 1.4;

(b) the certificate described in Section 6.1(c);

(c) an assignment and assumption of contracts assuming the Station Contracts (including the Real Property Leases);

(d) an assignment and assumption of intangible assets assigning the Intangible Assets from Sellers to Buyer;

(e) the executed National Rep Agreement;

(f) the executed Network Affiliation Agreements; and

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

## ARTICLE 9: SURVIVAL; INDEMNIFICATION

9.1 Survival. The representations and warranties in this Agreement shall survive for a period of nine (9) months from the Closing Date, whereupon they shall expire and be of no further force or effect, except (a) those under Section 2.1 (Sellers Organization), Section 2.2 (Sellers Authorization), Section 2.5 (Taxes), Section 2.10 (Environmental), Section 3.1 (Buyer Organization) and Section 3.2 (Buyer Authorization) (collectively, the “Fundamental Representations”), all of which shall survive until the expiration of any applicable statute of limitations, and (b) 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 earlier of resolution of such claim or expiration of the applicable statute of limitations. The covenants and agreements in this Agreement that are to be performed after the Closing shall survive until performed and any other covenants and agreements shall survive for a period of twelve (12) months from the Closing Date.

## 9.2 Indemnification.

(a) From and after Closing, Sellers 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 by any Seller of its representations and warranties made under Article 2 of this Agreement; any default by any Seller of any covenant or agreement made under this Agreement; (ii) the Retained Obligations; (iii) or the business or operation of the Stations before the Closing Date, except for the Assumed Obligations.

(b) Sellers shall not be obligated to pay for any Damages under Section 9.2(a) until the amount of all such Damages exceeds, in the aggregate, Ten Thousand U.S. Dollars (\$10,000) (the "Deductible"), in which event Sellers shall only pay or be liable for Damages in excess of the Deductible.

(c) Sellers shall not be obligated to reimburse Buyer under Section 9.2(a) for any Damages that, in the aggregate, exceed the Purchase Price.

(d) Notwithstanding the foregoing or anything else herein to the contrary, after Closing Sellers shall have no liability to Buyer, except as set forth in Section 9.2(a).

(e) Notwithstanding the foregoing or anything else herein to the contrary, Sellers shall not be deemed to have breached any of its representations or warranties or failed to comply with any of its covenants or agreements in this Agreement and shall have no obligation to indemnify Buyer to the extent such breach or failure was caused by Buyer or results from Buyer's failure to perform its obligations under the National Rep Agreement and/or the Network Affiliation Agreements.

(f) From and after Closing, Buyer shall defend, indemnify and hold harmless Sellers from and against any and all Damages incurred by Sellers arising out of or resulting from: (i) any breach by Buyer of its representations and warranties made under Article 3 of this Agreement; (ii) any default by Buyer of any covenant or agreement made under this Agreement; (iii) the Assumed Obligations; or (iv) the business or operation of the Stations after the Closing Date.

## ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. Subject to Section 1010.3, this Agreement may be terminated prior to Closing as follows:

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

(b) by written notice of Buyer to Sellers if any Seller breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period (defined below);

(c) by written notice of Sellers to Buyer if Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligations to make the Deposit on the date hereof and to pay the Purchase Price at Closing;

(d) by Sellers or Buyer if the FCC by a "final" order: (i) dismisses any FCC Application; (ii) denies any FCC Application; or (iii) designates any FCC Application for an evidentiary hearing. Provided, however, that if the action or inaction of the party seeking termination of this Agreement is the proximate cause for the FCC to dismiss, deny or designate for hearing any FCC Application, such party shall not be permitted to terminate this Agreement; or

(e) by written notice of Sellers to Buyer or Buyer to Sellers, as long as the terminating party is not in breach of any of its representations or warranties or in default in the performance of any of its covenants hereunder or whose action or inaction is the proximate cause for the FCC to dismiss, deny or designate for hearing any FCC Application, if Closing does not occur by the date twelve (12) months after the date of this Agreement.

10.2 Cure Period. Each party shall give the other party prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "Cure Period" as used herein means a period commencing on the date Buyer or any Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) thirty (30) calendar days thereafter or (ii) the Closing Date; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date.

10.3 Survival. Except as provided by Section 10.5, the termination of this Agreement shall not relieve any party of liability for any willful and knowing 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) and 11.1 (Expenses) shall survive any termination of this Agreement.

10.4 Specific Performance. In the event of failure or threatened failure by either party to comply with the terms of this Agreement, the other party shall be entitled to an injunction restraining such failure or threatened failure without being required to provide actual damages, post bond or furnish other security and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement. Notwithstanding the foregoing, if prior to Closing the condition described in Section 10.1(c) exists, then Sellers' sole remedy for Buyer's breach of this Agreement shall be termination of this Agreement and receipt of the liquidated damages amount pursuant to Section 10.5(d).

Except as set forth in the foregoing sentence, if a party brings an action to enforce specific performance under this Agreement, the other party shall waive the defense that there is an adequate remedy at law and waive any requirement to post a bond or other security.

#### 10.5 Effect of Termination.

(a) If this Agreement is terminated by either party pursuant to Sections 10.1(a), 10.1(d) or 10.1(e), no party to this Agreement shall have any liability to any other party to this Agreement; this Agreement in its entirety shall be deemed null, void and of no further force and effect (except as provided in Section 10.1.3), and the Deposit shall be returned to Buyer.

(b) If this Agreement is terminated by Buyer pursuant to Section 10.1(b) (and the reason for such termination is due to a failure under Section 10.1(b) that is exclusively attributable to the Sellers), the Deposit shall be returned to Buyer, and Buyer shall be entitled to all rights and remedies available at law or equity.

(c) If this Agreement is terminated by Sellers pursuant to Section 10.1(c), the Sellers shall be entitled to the Deposit.

(d) If this Agreement is terminated by Buyer pursuant to Section 10.1(d), the Deposit shall be returned to Buyer, and such payment shall constitute liquidated damages and the sole remedy of Buyer for a breach by Seller of this Agreement. If this Agreement is terminated by Sellers pursuant to Section 10.1(d) (and the reason for such termination is due to a failure under Section 10.1(d) that is exclusively attributable to Buyer), the Sellers shall be entitled to the Deposit. The parties acknowledge and agree that payment of such amount shall constitute payment of liquidated damages and is not a penalty and that the liquidated damages amount is reasonable in light of the substantial but indeterminate harm anticipated to be caused by material breach or default under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transactions to be consummated hereunder.

#### 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. The filing fees applicable to the FCC Applications shall be paid one-half by Buyer and one-half by Sellers. Transfer or sales or use taxes, fees and charges applicable to the transfer of the Station Assets under this Agreement, if any, shall be paid one-half by Buyer and one-half by Sellers. Each party is responsible for any commission, brokerage fee, advisory fee or other similar payment that arises as a result of any agreement or action of it or any party acting on its behalf in connection with this Agreement or the transactions contemplated hereby.

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

11.3 Assignment. Neither party may assign all or part of this Agreement without the prior written consent of the other party hereto, provided, however, that either party shall have the right to assign its rights hereunder to its subsidiary or affiliate upon written notice to request the other party's consent which shall not be unreasonably withheld or delayed, provided that any such assignment does not delay processing of any FCC Application, grant of the FCC Consents or Closing. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability 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 e-mail 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 Sellers:

Northstar Media, LLC  
Flagler Business Center  
777 S. Flagler, Suite 800 West Tower  
West Palm Beach, FL 33401  
Attn: Michael Jahrmarkt  
Fax: (561)-515-6001

with copies (which shall not constitute notice) to:

Jack N. Goodman, Esq.  
1200 New Hampshire Avenue, NW  
Suite 800  
Washington, DC 20036  
Fax: (202) 776-2222

Stations Group, LLC  
1139 Grand Central Ave  
Glendale, CA 91201  
Attn: Legal Department  
Fax: (818) 247-0190

if to Buyer:

John N. Kyle II, President  
DTV America Corporation  
13450 West Sunrise Boulevard, Suite 164  
Sunrise, Florida -33323  
E-mail: jkyle@dtvamerica.com

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

Mark B. Denbo  
Smithwick & Belendiuk, P.C.  
5028 Wisconsin Avenue, N.W., Suite 301  
Washington, D.C. 20016  
E-mail: mdenbo@fccworld.com

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

11.6 Entire Agreement. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. No party makes any representations or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, each Seller makes no representations or warranty to Buyer with respect to any projections, budgets or other estimates of the Station's revenues, expenses or results of operations, or, except as expressly set forth in Article 2, any other financial or other information made available to Buyer with respect to the Station. Buyer acknowledges and agrees that it has not relied on or been induced to enter into this Agreement by representation or warranty other than as set forth in Article 2 of this Agreement.

11.7 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.

11.8 No Beneficiaries. 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 successors and permitted assigns.

11.9 Governing Law; Jury Waiver. 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. With respect to any suit, action or proceedings relating to or arising out of this Agreement ("Proceedings"), each party irrevocably: (i) submits to the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in New York County, and (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party.

11.10 JURY WAIVER / ATTORNEYS' FEES. ALL ISSUES, MATTERS, AND DISPUTES BETWEEN THE PARTIES CONCERNING THIS AGREEMENT SHALL BE TRIED BY A JUDGE IN A NON-JURY TRIAL AND THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF ITS REASONABLE ATTORNEYS' FEES AND ALL COURT COSTS INCURRED IN SUCH REGARD, INCLUDING THOSE ATTORNEYS' FEES AND COSTS INCURRED FOR ANY AND ALL APPLICABLE APPELLATE PROCEEDINGS.

11.11 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and the other agreements, documents and instruments contemplated herein, all provisions shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authoring any of the provisions.

11.12 Counterparts. 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.


11.13 Schedules. The Schedules to this Agreement are not intended to constitute, and shall not be construed as constituting, any representation or warranty of Sellers except as and to the extent expressly provided in this Agreement. The fact that any item of information is contained in the Schedules shall not, in and of itself, be construed to mean that such information is required to be disclosed in or by this Agreement or that such item of information is "material" as such term is used in this Agreement. Any matter disclosed in one Schedule hereto in such a way as to make its relevance to information called for by another Schedule readily apparent shall be deemed to be disclosed in such other Schedules, notwithstanding the omission of an appropriate cross-reference. The headings in the Schedules are for convenience of reference only and shall not be deemed to alter or affect the express description of the sections of the Schedules as set forth in this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

**BUYER:**

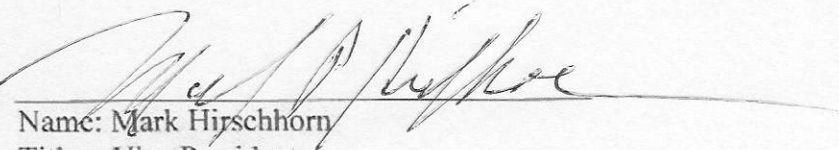
**DTV AMERICA CORPORATION**

By:   
John N. Kyle, President/CEO

**SELLERS:**

**NORTHSTAR ATLANTA LICENSE, LLC  
NORTHSTAR CORPUS CHRISTI LICENSE, LLC  
NORTHSTAR ALBUQUERQUE LICENSE, LLC  
NORTHSTAR MULLIN LICENSE, LLC**

By: NORTHSTAR MEDIA, LLC, their sole member

By:   
Name: Mark Hirschhorn  
Title: Vice President

