

## ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of this 17th day of April, 2002, by and between Caballero Television Texas, LLC, a Texas limited liability company (“**Seller**”), and Univision Television Group, Inc., a Delaware corporation (“**Buyer**”).

### WITNESSETH:

WHEREAS, Seller is the licensee of Class A television broadcast station KMMB-CA, Bakersfield, California, operating on Channel 4, and Class A-eligible television broadcast station KSUV-LP, Bakersfield, California, currently operating on Channel 52 (said stations referred to, collectively, as the “**Stations**”);

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, on the terms and conditions set forth herein, all of Seller’s assets used or usable in connection with the operation of the Stations;

WHEREAS, Seller desires to assign to Buyer the licenses, permits, and authorizations issued to Seller that allow it legally to operate the Stations; and

WHEREAS, in order to consummate said sale and purchase the consent of the Federal Communications Commission (“**FCC**”) must be first obtained;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, representations, warranties, and agreements contained herein, the parties hereto hereby agree as follows:

### ARTICLE 1. - DEFINITIONS

1.1.       **Definitions.** In this Agreement, the following terms shall be defined as follows:

          “**Advance Payment**” shall mean THREE HUNDRED THOUSAND DOLLARS (\$300,000.00).

          “**Application**” shall mean the application seeking FCC consent to the assignment to Buyer of the FCC Authorizations, as defined below.

          “**Assets**” shall mean the assets described in Sections 2.1.1 through 2.1.6 of this Agreement.

          “**Authorizations**” shall mean the FCC Authorizations together with all other governmental licenses, permits, or authorizations issued to Seller relating to either Station.

“**Claimant**” shall mean the party claiming indemnification under this Agreement.

“**Claims Amount**” shall mean, in the event that Buyer is entitled to indemnification by Seller hereunder and has made a claim against Seller within the Holdback Period, as defined below, for such indemnification, the portion of the Escrow Deposit, as defined below, necessary to satisfy all of such indemnification obligations of Seller.

“**Closing**” shall mean the closing of the purchase by Buyer from Seller of the Assets and Authorizations, as contemplated under this Agreement.

“**Closing Date**” shall mean the date on which the Closing occurs.

“**Environmental Assets**” shall mean the Assets, areas leased by Seller to tenants or leased by Seller from landlords relating to either Station, and underlying groundwater with respect to the Assets or such areas, if any.

“**Environmental Laws**” shall mean all Laws, as defined below, relating to protection of the environment, public health, or safety.

“**Escrow Agent**” shall mean Commonwealth Land Title Company, or another escrow agent selected by Buyer and reasonably acceptable to Seller, in Los Angeles, California.

“**Escrow Agreement**” shall mean the escrow agreement, in form and substance attached hereto as **Exhibit A**.

“**Escrow Deposit**” shall mean ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00).

“**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.

“**FCC Authorizations**” shall mean all licenses, permits, or other authorizations issued by the FCC to Seller, all renewals or extensions thereof and all additions thereto, and all applications of Seller before the FCC, in each case, relating to either Station.

“**FCC Consent**” shall mean written action of the FCC, or any successor federal governmental agency the approval of which is required before a broadcast license can be assigned, consenting to the assignment to Buyer of the FCC Authorizations.

“**Final Order**” shall mean an FCC consent or grant as to which the time within which any party in interest other than the FCC may seek administrative or judicial reconsideration or review of such consent or grant has expired and no petition for such reconsideration or review has been timely filed with the FCC or with a court of competent jurisdiction, and the normal time within which the FCC may review such consent or grant on its own motion has expired and the FCC has not undertaken such review.

**“Governmental Body”** shall mean any governmental body of competent jurisdiction, including any court, legislative body, or governmental agency of competent jurisdiction, as well as any arbitrators of competent jurisdiction.

**“Hazardous Material”** shall mean (i) “Hazardous substances,” “pollutants,” or “contaminants” as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act and the Hazardous Materials Transportation Act, both as amended and hereafter amended; (ii) “solid wastes” as that term is defined by the Resource Conservation and Recovery Act, as amended and hereafter amended; (iii) any pollutant, contaminant, or solid waste or hazardous, dangerous, or toxic chemicals, materials, substances, or wastes within the meaning of any other applicable Laws relating to or imposing liability or standards of conduct with respect to any hazardous, toxic, or dangerous chemical, waste, substance, or material; (iv) crude oil or any fraction thereof that is liquid at standard conditions of temperature and pressure; (v) any radioactive material; (vi) asbestos in any form or condition; or (vii) polychlorinated biphenyls and hydrocarbons or substances or compounds containing polychlorinated biphenyls or hydrocarbons.

**“Holdback Period”** shall mean the one (1) year period immediately following the Closing Date.

**“Indemnitor”** shall mean the party from whom indemnification is sought under this Agreement.

**“Interim Period”** shall mean the period beginning on the date hereof and ending on the Closing Date.

**“Laws”** shall mean all federal, state, local, and other governmental laws, statutes, rules, regulations, ordinances, decrees, orders, and requirements, including the Communications Act of 1934 and the rules, regulations, and policies of the FCC, including all FCC requirements applicable to Class A and Class A-eligible television broadcast stations, all of the foregoing as amended and hereafter amended.

**“Lessor”** shall mean ATC Holding, Inc., a Delaware corporation.

**“Liens”** shall mean all liens, security interests, mortgages, pledges, liabilities, debts, or encumbrances of any kind.

**“Material Adverse Effect”** shall mean a material adverse effect on (i) the Assets, Authorizations, or operation, condition, business, revenue, value, or prospects of Seller or of either Station, (ii) the ability of Seller to perform its obligations under this Agreement, or (iii) the validity or enforceability of this Agreement.

**“MVPD”** shall mean any multichannel video programming distributor, including any cable television system.

“**Purchase Price**” shall mean the purchase price for the Authorizations and Assets that is set forth in Section 3.1 of this Agreement.

“**Securities Act**” shall mean the Securities Act of 1933, as amended.

1.2. **Use of Language.** Words of any gender used in this Agreement shall be held and construed to include every other gender, and words used in this Agreement in the singular shall be held and construed to include the plural and vice versa, unless the context otherwise requires. When used in this Agreement, “or” shall mean “and/or” unless the context otherwise requires. When used in this Agreement, the words “hereto,” “hereof,” “herein,” or “hereunder” or words of similar import refer to this Agreement in its entirety. The words “include,” “includes,” “included,” and “including” shall be deemed in this Agreement to be followed by the phrase “without limitation.” When used in this Agreement, “business day” shall mean any day other than a Saturday, a Sunday, or an officially recognized federal legal holiday; provided, however, that “business day” shall exclude the Inauguration Day holiday. When used in this Agreement, “lease” shall include “sublease” unless the context otherwise requires.

## **ARTICLE 2. - SALE AND PURCHASE OF ASSETS**

2.1. **Seller’s Assets.** On the Closing Date, subject to the terms and conditions set forth herein, Seller shall sell, assign, transfer, and deliver to Buyer, and Buyer shall purchase from Seller, the Authorizations and the following Assets:

2.1.1. The furniture, fixtures, machinery, equipment, supplies, spare parts, inventory, and all other tangible personal property described in **Schedule 2.1.1** attached hereto, together with all replacements thereof or additions thereto, if any, made during the Interim Period.

2.1.2. Only those leases other than for real property, contracts, and other agreements and commitments of Seller that are set forth in **Schedule 2.1.2** attached hereto and that are in effect on the Closing Date.

2.1.3. The Stations’ goodwill, licenses, permits, and any and all rights to the call letters “KMMB-CA” and “KSUV-LP.”

2.1.4. All real property and real property leases specified in **Schedule 2.1.4** attached hereto.

2.1.5. All other assets used in the operation of either Station, including logs, reports, the public inspection files, and operating records.

2.1.6. Specifically excluded from the Assets are cash on hand, money on deposit, and, except as set forth herein, all other cash equivalents.

2.2. **Conveyance.** On the Closing Date, Seller shall cause to be executed and delivered to Buyer all documents and instruments set forth in Section 7.4 of this Agreement.

2.3. **Records.** On the Closing Date, Seller shall deliver to Buyer all operating and maintenance logs and FCC records and reports relating to the operation of the Stations or the Assets. Seller represents and warrants to Buyer that each of such logs, records, and reports is in proper order, is complete, and covers at least the period beginning one (1) year prior to the Closing Date and ending on the Closing Date. After the Closing Date, Buyer shall provide Seller access to such records under Buyer's control as may be reasonably necessary for Seller to complete its financial statements, tax returns, and similar documents and records.

2.4. **Liabilities.** The Assets and Authorizations at Closing are to be free and clear of all Liens, except, with respect to real estate, if any, normal non-material easements, liens for taxes not yet due or payable, and other similar non-material encumbrances normally attendant to the ownership and operation of real estate.

2.5. **Buyer's Assumption of Certain Future Obligations.** Notwithstanding anything to the contrary contained in this Agreement, in the event of Closing, subject to Section 2.7 hereof, Buyer on the Closing Date shall assume only the obligations of Seller that are set forth in **Schedules 2.1.2 or 2.1.4.** With respect to such disclosed obligations, subject to Section 2.7 hereof, (i) Seller shall pay current all contract obligations due prior to the Closing Date and (ii) Buyer shall assume the obligation for all such contract payments due on or after the Closing Date. Seller shall execute and deliver to Buyer, and Buyer shall accept and execute as necessary, all documents and instruments as may be reasonably required to effectuate such assumption of future obligations.

2.6. **Prepaid Expenses.** Buyer shall reimburse Seller for the unexpended portion as of the Closing Date of all Stations' expenses and obligations that the Seller prepaid prior to such time to the extent that such prepaid items are of benefit to Buyer, and Seller shall reimburse Buyer for all accrued but unpaid expenses and obligations of the Stations as of such time. Income received by Seller, if any, for advertising to be broadcast on either Station on or after the Closing Date shall be paid by Seller to Buyer.

2.7. **Leases.** Notwithstanding anything to the contrary contained in this Agreement: (i) it is acknowledged that, as of the date hereof, the leases set forth in **Schedule 2.1.4** have not been executed and delivered, and Sections 4.2.7 and 4.2.10 hereof shall be deemed modified to reflect such non-execution of such leases; (ii) in the event of Closing, on the Closing Date, Seller shall assign to Buyer, and Buyer shall assume from Seller, such leases only if each of such leases has been duly executed and delivered by Seller and Lessor prior to Closing; and (iii) this Section 2.7 shall have no force or effect in the event that each of such leases has been duly executed and delivered by Seller and Lessor prior to Closing .

**ARTICLE 3. - PURCHASE PRICE;  
ADJUSTMENTS; CERTAIN CONVENANTS**

3.1. **Purchase Price.** The Purchase Price hereunder for the Authorizations and Assets shall equal ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000.00).

3.2. **Payment Terms.** Within one (1) business day of the date of this Agreement, Buyer shall pay to Seller, as part of the Purchase Price, the Advance Payment. On the Closing Date, the remainder of the Purchase Price shall be paid as follows: (i) the Escrow Deposit shall be deposited pursuant to Section 3.3 hereof, and (ii) Buyer shall pay to Seller the remaining EIGHT HUNDRED SEVENTY THOUSAND DOLLARS (\$870,000.00) of the Purchase Price by confirmed wire transfer of federal funds, it being understood, however, that, in the event there are any liabilities to be satisfied by Seller pursuant to this Agreement, Buyer shall have the right, but not the obligation, to satisfy those liabilities on the Closing Date directly, and all amounts, if any, paid by Buyer to satisfy such liabilities shall be deducted from the amount to be paid to Seller by Buyer pursuant to Clause (ii) of this Section 3.2. Except as otherwise provided under Section 8.3 hereof, in the event of the termination of this Agreement, the Advance Payment shall be returned to Buyer by Seller within ten (10) days of such termination.

3.3. **Holdback.** On the Closing Date, Seller and Buyer shall enter into the Escrow Agreement with the Escrow Agent. The Escrow Deposit shall be deposited by Buyer with the Escrow Agent on the Closing Date by confirmed wire transfer of federal funds. On and subsequent to the Closing Date, subject to this Section 3.3, the Escrow Deposit shall be held in escrow pursuant to the Escrow Agreement to secure performance of Seller's post-Closing indemnification obligations hereunder. In the event that Buyer is entitled to indemnification by Seller hereunder and has made a claim against Seller within the Holdback Period for such indemnification, the Claims Amount shall be promptly paid to Buyer. At the end of the Holdback Period, Seller shall be entitled to prompt payment from the Escrow Deposit of an amount equal to (i) the Escrow Deposit minus the Claims Amount plus (ii) all interest, if any, earned on the Escrow Deposit subsequent to the Closing Date. Seller and Buyer shall give timely signed written instructions to the Escrow Agent as necessary to effectuate the provisions and intent of this Agreement.

3.4. **Expenses.** On the Closing Date, to the extent reasonably feasible, there shall be prorated all payments of rent, utilities, insurance, FCC annual regulatory fees, and all other operating expenses of the Stations or the Assets so that Seller shall be responsible for all such expenses prior to the Closing Date and Buyer for all such expenses on the Closing Date and thereafter, with final accounting and settlement of such prorations to be completed within ninety (90) days after the Closing Date. In this regard, Seller shall pay the costs of all ownership reports, employment reports, or other reports or FCC filings required by virtue of Seller's ownership of the Stations prior to the Closing Date. Each party, however, shall be responsible for its own expenses in connection with the transactions contemplated under this Agreement, including the negotiation and preparation of this Agreement and the preparation and prosecution of the Application, except that Seller and Buyer shall share equally the cost of all FCC filing

fees, if any, pertaining to said transactions. Except as expressly provided in this Agreement, Buyer shall not be liable for any other expenses in connection with the transactions contemplated under this Agreement.

3.5. **Interim Obligations.** Throughout the Interim Period: (i) Seller shall maintain its qualifications under all applicable FCC requirements to be an assignor of the Stations, shall operate the Stations in the normal course of business and in a manner to maintain or increase the value of the Stations, and shall comply in all material respects with all applicable Laws and shall operate the Stations in compliance in all material respects with all applicable Laws; (ii) Seller shall remain the authorized holder of each of the FCC Authorizations and shall maintain each of the FCC Authorizations in good standing and in full force and effect, and shall not transfer, convey, or assign to any person or entity any of the Assets, other than Assets transferred, conveyed, or assigned in the ordinary course of business that, during the Interim Period, are replaced with assets of equal or greater value, quality, and usefulness; (iii) Seller shall not take any action or fail to take any action that could cause any representation or warranty of Seller contained herein to be untrue or incorrect as of the Closing Date; (iv) during normal business hours, Buyer and Buyer's agents shall be permitted to inspect all equipment, antenna towers, property, facilities, books, and records pertaining to either Station; (v) Seller shall, in connection with Buyer's inspection rights hereunder, extend full cooperation to Buyer and Buyer's agents, including such access to either Station's officers, employees, equipment, and facilities and to logs and records pertaining thereto at such time or times as Buyer or Buyer's agents shall reasonably request; and (vi) Seller shall not solicit offers from, make proposals to, conduct negotiations with, or otherwise deal with any and all third parties with respect to the transfer of control, assignment, purchase, or sale of either Station or any of the Authorizations or the Assets, it being understood that Seller is dealing exclusively with Buyer regarding the purchase and sale of the Stations.

3.6. **Purchase Price Allocation.** Buyer and Seller agree to allocate the Purchase Price for federal income tax purposes among the Authorizations and Assets in accordance with **Schedule 3.6** attached hereto. With regard to the allocation described in this Section 3.6, Buyer and Seller agree to file Form 8594 and all required supplemental and other forms, if any, with the Internal Revenue Service when due.

3.7. **Securities Filings.** At Buyer's request, Seller shall promptly, throughout the Interim Period, provide such information and documents to Buyer regarding the Stations as may be necessary or appropriate for inclusion in any filing, notification, or report required to be made by Buyer or any affiliate of Buyer under the Securities Act or the Exchange Act, and shall cause Seller's counsel and independent accountants to cooperate with Buyer, its affiliates, and their investment bankers, counsel, and independent accountants in the preparation of such filings, notifications, and reports. Buyer shall reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in performing its obligations under the immediately preceding sentence promptly after presentation to Buyer by Seller of evidence reasonably satisfactory to Buyer of such expenses. Seller represents, warrants, and covenants to Buyer that no information or document provided by Seller for inclusion in any filing, notification, or report made by Buyer or any affiliate thereof under the Securities Act or the Exchange Act shall contain any untrue

statement of material fact or omit to state any material fact necessary in order to make the statements made therein not misleading.

3.8. **Public Announcements**. The parties shall consult and cooperate with each other regarding and before issuing any press release or public statement with respect to this Agreement or the transactions contemplated hereunder; provided, however, that this Section 3.8 shall not prevent either party from complying with the requirements of applicable Laws.

#### **ARTICLE 4. - REPRESENTATIONS AND WARRANTIES**

4.1. **Buyer**. Buyer agrees and represents and warrants to Seller as follows:

4.1.1. **Binding Obligation**. This Agreement constitutes the legal, valid, and binding obligation of Buyer enforceable in accordance with this Agreement's terms, subject to applicable bankruptcy, reorganization, insolvency, or similar laws affecting creditors' rights generally, and subject to the application of equitable principles in any proceeding involving the enforcement of any of the provisions of this Agreement and the discretion of the court before which any such proceedings may be brought.

4.1.2. **Authority**. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, and has full power and authority to own its assets and to carry on its business as it has been and is conducting. Buyer has full corporate power and authority to make and perform this Agreement. Neither the making of this Agreement by Buyer nor the consummation of the transactions contemplated hereunder conflicts with or is prohibited by Buyer's Articles of Incorporation or Bylaws, or has constituted or shall constitute a default under any contract or commitment to which Buyer is a party or by which Buyer is bound.

4.1.3. **No Conflict**. The execution, delivery, and performance of this Agreement by Buyer shall not cause any breach of any of the terms, conditions, or provisions of, or constitute a default under, any indenture, mortgage, agreement, or other instrument to which Buyer is a party or by which Buyer is bound.

4.1.4. **Absence of Litigation**. Buyer is aware of no proceeding pending against Buyer before any Governmental Body that would prevent Buyer from performing this Agreement in accordance with its terms.

4.2. **Seller**. Seller agrees and represents and warrants to Buyer as follows:

4.2.1. **Authority**. Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Texas, is qualified to transact business in the State of California and all other jurisdictions, if any, in which Seller does business, and has full power and authority to own its assets and to carry on its business as it has been and is conducting. Seller has full company power and authority to make and perform this Agreement. This Agreement is a valid, legally binding, and enforceable obligation of Seller

enforceable in accordance with this Agreement's terms, subject to applicable bankruptcy, reorganization, insolvency, or similar laws affecting creditors' rights generally, and subject to the application of equitable principles in any proceeding involving the enforcement of any of the provisions of this Agreement and the discretion of the court before which any such proceedings may be brought. Neither the making nor performance of this Agreement by Seller nor the consummation of the transactions contemplated hereunder conflicts with or is prohibited by Seller's organizational or governing documents, or has constituted or shall constitute a default under any contract or commitment to which Seller is a party or by which Seller is bound, or has resulted or shall result in the creation or imposition of any Liens in favor of any third party with respect to any of the Assets or Authorizations.

4.2.2. **Restrictions and Consents.** The execution and delivery of this Agreement and the performance of the transactions provided for herein by Seller have been duly authorized by all necessary action and do not require the consent, approval, or authorization of or filing with any person, entity, or Governmental Body, other than the FCC Consent, and shall not violate any Laws or any injunction, order, or decree of any Governmental Body or conflict with or result in a breach of or constitute a default under any of the terms of any mortgage, lease, note, indenture, commitment, contract, agreement, license, or other instrument or obligation to which Seller is a party or by which Seller or any of its properties is or may be bound. The execution and delivery of this Agreement and the consummation of the transactions provided for herein by Seller shall not give to others any interests or rights, including rights of termination or cancellation, in or with respect to any property, asset, mortgage, lease, note, bond, indenture, commitment, contract, agreement, license, or other instrument or right of Seller.

4.2.3. **Title to Assets.** Seller on the Closing Date shall have good and marketable title to all of the Assets and Authorizations, free and clear of all Liens, except as expressly set forth in Section 2.4 hereof and except that the assignment of the FCC Authorizations requires the prior consent of the FCC. Seller shall satisfy all liabilities as necessary to cause the preceding sentence to be true.

4.2.4. **Authorizations and FCC Matters.** **Schedule 4.2.4** attached hereto is a true, complete, and correct description of all FCC licenses, permits, or authorizations currently held by Seller, including all digital television authorizations held by Seller, all other governmental authorizations held by Seller, and all applications of Seller before the FCC, in each case, relating to either Station. Throughout the Interim Period, except as otherwise expressly contemplated under the FCC applications described in **Schedule 4.2.4**, none of the FCC licenses, permits, or authorizations described in **Schedule 4.2.4** shall be modified nor shall Seller seek modification of any such FCC licenses, permits, or authorizations. Throughout the Interim Period, Seller shall diligently prosecute such FCC applications. The expiration date of each of the FCC Authorizations is December 1, 2006. The Authorizations are, and throughout the Interim Period shall be, (i) in good standing and in full force and effect and (ii) validly held by Seller. There are no restrictions or conditions of a nature that would limit the full operation of either Station as presently conducted. There is no petition to deny, complaint, letter of inquiry, or proceeding pertaining to either Station pending before or by the FCC. The Authorizations include all licenses, permits, or authorizations necessary to operate either Station as it is presently

being operated in accordance with all applicable Laws. The Stations are not short-spaced, on a grandfathered basis or otherwise, to any existing station, outstanding construction permit, or pending application therefor, domestic or international, or to any existing or proposed broadcast channel allotment, domestic or international. The Stations are not causing interference in violation of FCC rules to the transmissions of any other broadcast station or communications facility and Seller has not received any complaints with respect thereto from any person or entity, and, to the best of Seller's knowledge, no broadcast station or communications facility is causing interference in violation of FCC rules to either Station's transmissions or the public's reception of such transmissions. Seller has no reason to believe that the Stations are receiving or in the future may receive any objectionable interference. Each Station's operations and the Assets have been and are in compliance with all applicable FCC rules, regulations, and policies. All FCC annual regulatory fees for each of the FCC Authorizations have been, and throughout the Interim Period shall be, timely paid to the FCC. All antenna towers used in connection with either Station, whether or not owned by Seller, have been registered with the FCC in accordance with the FCC's rules, regulations, and policies. Except as set forth in **Schedule 4.2.4**, the FCC registration numbers for the Stations' antenna towers are set forth in **Schedule 4.2.4**.

4.2.5. **Tangible Assets.** **Schedule 2.1.1** is a true, complete, and correct description of all tangible and physical assets owned by Seller relating to either Station. The Assets, as well as all tangible assets leased to Seller relating to either Station, if any, are in good operating condition and shall on the Closing Date be in at least as good condition as at present, reasonable wear and tear excepted, and are and shall on the Closing Date be as required for each Station to be operated in accordance with its FCC Authorizations and all applicable Laws.

4.2.6. **Condition of Assets.** The Assets include all the equipment and other property necessary to operate each Station in accordance with all applicable Laws, including all applicable standards pertaining to radiofrequency radiation. All Stations' equipment set forth in **Schedule 2.1.1** and antenna towers can and, as of the Closing Date, shall (i) meet the technical and operational requirements prescribed by the FCC for the Stations, (ii) be operated in accordance with good engineering practices, and (iii) be in good operating condition and repair. Throughout the Interim Period, each Station and its equipment shall be operated and maintained in accordance with good engineering practices and in compliance with all FCC rules, regulations, and policies, including all applicable standards pertaining to radiofrequency radiation. All buildings, structures, and improvements, if any, owned or leased in connection with the operations of either Station comply with all zoning ordinances, noncompliance with which could have a Material Adverse Effect, and shall be in such compliance as of the Closing Date. There are no material defects in any of the structures, improvements, electronic equipment, or other tangible personal assets of either Station.

4.2.7. **Contracts.** Except as set forth in **Schedules 2.1.2 or 2.1.4**, Seller is not a party to any written or oral agreement of any kind relating primarily to one or both of the Stations, including any:

i. Contract for the employment of any officer or employee that is not terminable on thirty (30) days or less notice without liability on the part of Seller;

- ii. Contract with any labor union;
- iii. Continuing contract for the purchase of materials, supplies, services, machinery, or equipment;
- iv. Contract continuing for a period of more than (1) one year from the date hereof;
- v. Contract not terminable on sixty (60) days notice or less without liability on the part of Seller;
- vi. Distributor, sales agency, or advertising contract, any Internet Domain lease, or any contract for the sale of products of a third party or Seller;
- vii. Lease or any contract for the purchase or sale of real property;
- viii. Contract with any subcontractor;
- ix. Bonus, pension, profit-sharing, retirement, stock purchase, stock option, hospitalization, insurance, or similar plan or practice, formal or informal, in effect with respect to Seller's employees or others;
- x. Network contract, time brokerage agreement, local marketing agreement, joint sales agreement, retransmission consent agreement, wire service agreement, trade agreement, normal operating contract, program supply contract, syndicated programming arrangement, or similar arrangement;
- xi. Contract not made in the ordinary course of business of the Stations; or
- xii. Material contract or contract the consideration for which exceeds Five Hundred Dollars (\$500.00).

True, complete, and correct copies of all of the agreements set forth in **Schedules 2.1.2 or 2.1.4**, including all amendments, if any, to such agreements, have been delivered to Buyer and each of such agreements is in full force and effect, and all such amendments, if any, are also accurately set forth in **Schedules 2.1.2 or 2.1.4**. All such agreements were entered into in the normal course of business on commercially reasonable terms and no such agreement contains provisions that would be unduly burdensome or unusual within the broadcast industry for businesses similar in size or location to that of either Station. On the Closing Date, Seller shall assign such agreements to Buyer, except for those agreements that have expired pursuant to their terms. Throughout the Interim Period, Seller shall neither amend nor seek amendment of any agreement set forth in **Schedule 2.1.2 or 2.1.4**.

4.2.8. **No Default.** No person or entity with whom Seller has an agreement that is of material importance to the businesses, properties, or operations of either Station is in default thereunder or has given Seller notice of termination thereof, and no condition exists or event has occurred that, with notice or lapse of time, or both, would constitute such default and Seller shall not willingly accept such notice of termination. Seller is not in default under any of such agreements.

4.2.9. **Intellectual Property.** Neither the Stations' operations nor any of the Assets infringes upon or misappropriates any copyrights, trademarks, patent rights, or other rights of any person or entity. Seller has no knowledge of any infringement or unlawful or unauthorized use of any of Seller's copyrights, trademarks, patent rights, or other rights relating to either Station, including the use of any call sign, slogan, or logo by any broadcast station or MVPD in the State of California that may be confusingly similar to the call sign, slogans, and logos currently used by the Stations.

4.2.10. **Real Property.** Attached hereto as **Schedule 2.1.4** are true, complete, and correct copies of all leases relating to either Station, including all amendments thereto, if any, to which Seller is a party, for real property, buildings and improvements thereon, and space on antenna towers. Such leases are valid and in full force and effect and there does not exist any default or event that with notice or lapse of time, or both, would constitute a default under any of such leases. Such leases are assignable to Buyer and Seller shall obtain on or prior to the Closing Date all necessary consents for assignment of all such leases to Buyer on the Closing Date. **Schedule 2.1.4** also contains a true, complete, and accurate description of all real property owned by Seller relating to either Station, and such real property is explicitly identified in **Schedule 2.1.4** as owned by Seller. All of the tangible Assets are located on real property owned by or leased to Seller, which real property is described in **Schedule 2.1.4**, and none of the Assets, including antenna tower guy wires, if any, extend or project over real property not encompassed within the real property described in **Schedule 2.1.4** as owned by or leased to Seller.

4.2.11. **Public File and Records.** All the material required by FCC rules, regulations, or policies to be kept in the Stations' public inspection files is in such files in compliance with FCC rules, regulations, and policies. Such files shall be maintained in proper order and shall be complete throughout the Interim Period. All files and records relating to either Station required by applicable Laws to be kept by Seller have been kept in proper order and shall be complete throughout the Interim Period.

4.2.12. **Litigation.** There is no litigation, proceeding, complaint, or investigation pending, or to the best of Seller's knowledge threatened, before or by any Governmental Body, against or relating to Seller that could result in a Material Adverse Effect, nor does Seller know of, or have any reasonable grounds to know of, in view of Seller's present situation or the action Seller now contemplates taking, any basis for such litigation, proceeding, complaint, or investigation, and the execution, delivery, and performance of this Agreement by Seller shall not result in the violation or default by Seller with respect to any Laws or judgment,

order, writ, injunction, ruling, or decree of any Governmental Body that could have a Material Adverse Effect. Seller is not the subject of any FCC or other governmental investigation or any order, decree, or ruling or any complaint, letter of inquiry, objection, petition to deny, or opposition issued by or filed with the FCC or any other Governmental Body in connection with any of the Authorizations or the Stations and there are no proceedings before the FCC or any other Governmental Body that could adversely affect any governmental license, permit, authorization, franchise, certificate, or consent of either Station. Throughout the Interim Period, Seller shall advise Buyer in writing immediately, and in no event more than ten (10) days after Seller has knowledge, of the filing of, or threat of a person or entity to file, any action of the type referred to in this Section 4.2.12.

4.2.13. **Insurance. Schedule 4.2.13** attached hereto is a true, correct, and complete schedule of all insurance policies relating to either Station, including all amendments thereto, if any, issued to Seller as of the date of this Agreement. True, correct, and complete copies of all such policies, including all such amendments, have been delivered to Buyer. Such insurance is adequate for the Assets and the operation of the Stations. With respect to such insurance, Seller shall maintain at least equivalent coverage in force throughout the Interim Period. Such insurance is at least in such amounts and covers at least such risks as is customary within the broadcast industry for broadcast stations similarly situated to the Stations. Such insurance is issued by financially sound insurers that are generally recognized within the United States.

4.2.14. **MVPD Carriage.** Neither Station is carried by any MVPD.

4.2.15. **Compliance with Laws.** Seller, Seller's operations, the Assets, and the Authorizations have been and are in compliance with all applicable Laws, noncompliance with which could have a Material Adverse Effect, and there are no material violations of any such Laws, existing or threatened. Seller has not received any notice of violation of any applicable zoning or other Laws relating to the operation of either Station. All governmental licenses, permits, authorizations, franchises, certificates of compliance, and consents held by Seller relating to either Station, including the FCC Authorizations, are detailed in **Schedule 4.2.4** and are in good standing and in full force and effect. No condition exists or event has occurred that permits, or after notice or lapse of time, or both, would permit, the revocation, termination, suspension, or adverse modification of any such license, permit, authorization, franchise, certificate, or consent, other than expiration pursuant to the express expiration date thereof, or the imposition of any restriction or limitation upon the operation of either Station as now conducted. Seller has timely filed with the FCC and every other Governmental Body having jurisdiction over Seller or the Stations all reports, applications, documents, instruments, and other information required to be filed with respect to either Station, and shall continue to make such filings when due, throughout the Interim Period, including applications for renewal of the FCC Authorizations, which Seller shall diligently prosecute. Throughout the Interim Period, neither Seller nor its managers or officers shall, directly or indirectly, engage in or willingly permit any activity that could adversely affect either Station's service area or MVPD carriage or any of the Authorizations, or that could result in a Material

Adverse Effect. Seller shall use its best efforts to cure promptly all operating problems, if any, that may permit, after notice from the FCC or any other Governmental Body, the revocation, termination, suspension, or adverse modification of any of the Authorizations or the imposition of any restriction or limitation upon the operation of either Station. Throughout the Interim Period, Seller shall vigorously oppose all applications, proposals, or proceedings, if any, that could adversely affect the service area or MVPD carriage of either Station. Throughout the period prior to the Closing, Seller has taken and shall take all steps necessary to preserve each Station's television allotments, authorizations, and operations, including compliance with all FCC deadlines pertaining to such allotments, authorizations, or operations.

4.2.16. **Personnel.** Buyer shall have no obligation to employ any employee of Seller after the Closing Date.

4.2.17. **Employee Benefit Plans.** All employee benefit plans or arrangements applicable to any employees of Seller at either Station, including pension, profit-sharing, or thrift plans, employee stock ownership plans, cash or deferred compensation plans, Section 401(k) plans, qualified or non-qualified stock option arrangements, individual or supplemental pension or accrued compensation arrangements, contributions to hospitalization or other health or life insurance programs, incentive plans for salesmen, bonus arrangements, and vacation, sick leave, termination, and disability arrangements or policies, have been and are established, managed, and administered in accordance with all applicable Laws, including the Internal Revenue Code of 1986, as amended, and the Employee Retirement Income Security Act of 1974, as amended. Buyer shall not assume any liability arising under any such employee benefit plans or arrangements.

4.2.18. **Labor Relations.** Seller has been and is in compliance with all applicable Laws relating to the employment of labor, noncompliance with which could have a Material Adverse Effect, including those Laws relating to wages, hours, collective bargaining, occupational safety, discrimination, and the payment and withholding of social security and other taxes, and Seller has not received any notice alleging that Seller has failed to comply with any of the foregoing. Seller is not a party to any collective bargaining agreement relating to either Station. There are no controversies or proceedings pending or, to the best of Seller's knowledge, threatened between Seller and any employees of Seller at either Station or any labor union or other collective bargaining unit representing or claiming to represent any of such employees of Seller. To the best of Seller's knowledge, there is no union campaign being conducted to solicit cards from employees to authorize a union to request a National Labor Relations Board certification election with respect to any employees of Seller at either Station.

4.2.19. **Taxes and Bulk Sales.** All tax returns and reports of Seller required to be filed have been filed, and all taxes, assessments, and other governmental charges upon Seller or upon any of its properties have been paid or adequate provision therefor has been made, and Buyer shall not be subject to any transferee liability for any taxes or governmental charges imposed on but unpaid by Seller. No assessments for additional federal, state, or local taxes have been made or threatened against Seller for any year that have not been satisfied or

adequate provision for which has not been made. Neither the sale and transfer of the Assets or Authorizations pursuant to this Agreement, nor Buyer's ownership, possession, or use thereof from and after the Closing Date as a result of such sale and transfer, shall result in or be subject to: (i) any law pertaining to bulk sales or transfers or fraudulent conveyances that might make such sale or transfer or any part thereof ineffective as to creditors of or claimants against Seller; (ii) any federal, state, or local sales, use, transfer, excise, or license tax, fee, or charge applicable to any of the Assets or Authorizations; or (iii) the imposition upon Buyer of any liability of any nature whatsoever that has not been expressly assumed by Buyer under this Agreement.

4.2.20. **Environmental Matters.** To the best of Seller's knowledge, the Environmental Assets, and the use and operation thereof, currently are in compliance and shall remain in compliance throughout the Interim Period with all Environmental Laws. All governmental permits relating to the use or operation of the Environmental Assets required by applicable Environmental Laws, to the best of Seller's knowledge, are and shall remain in effect throughout the Interim Period, and Seller shall comply therewith. No release, threatened release, generation, discharge, manufacture, storage, treatment, transportation, or disposal of Hazardous Material shall occur during the Interim Period or, to the best of Seller's knowledge, has occurred on, in, under, or from the Environmental Assets or any parcels of real estate adjacent thereto. To the best of Seller's knowledge, there are and during the Interim Period there shall be (i) no environmental, health, or safety hazards that pertain to any of the Environmental Assets or the business or operations conducted thereon; (ii) no Hazardous Material stored or otherwise located on, in, or under the Environmental Assets or any parcels of real estate adjacent thereto; and (iii) no storage tanks present on or under the Environmental Assets. Without limiting the foregoing obligations, if, during the Interim Period, any Hazardous Material is found on, in, or under the Environmental Assets, Seller, at its own cost and expense, shall immediately take such action as is necessary to prevent the spread of and remove or clean up, or otherwise remedy the existence or spread of, such Hazardous Material to the extent required by applicable Laws. No Hazardous Material shall be introduced to or handled on the Environmental Assets during the Interim Period. To the best of Seller's knowledge, with respect to any of the Environmental Assets, there are no pending or threatened (a) requests for information, actions, or proceedings from or by any Governmental Body or any other person or entity against Seller or the Environmental Assets regarding any Environmental Law, or (b) Liens or governmental actions, notices of violation, notices of noncompliance, or other proceedings against Seller or the Environmental Assets regarding any Environmental Law. Throughout the Interim Period, Buyer shall have the right at all reasonable times and from time to time to conduct environmental audits of the Environmental Assets by a consultant of Buyer's choice, including Phase I, Phase II, or other environmental audits. Seller shall cooperate in the conduct of each audit and review performed pursuant to this Section 4.2.20.

4.2.21. **Absence of Certain Changes.** Since September 30, 2001, there has not been with respect to either Station:

4.2.21.1. Any event that has had or could result in a Material Adverse Effect;

4.2.21.2. Any pending or, to the best of Seller's knowledge, threatened union organization activity, labor dispute, strike, or work stoppage affecting the business or operations of the Stations or the Assets, or any charge or complaint against Seller filed with the National Labor Relations Board or any administrator of any applicable state or federal equal employment opportunity laws;

4.2.21.3. Any damage, destruction, or loss, whether or not covered by insurance, materially and adversely affecting any of the Assets;

4.2.21.4. Any sale, agreement to sell, lease, or other assignment or transfer of any properties used or useful in the conduct of the business and operations of either Station, except in the ordinary course of business of such Station or in connection with the acquisition by Seller of equivalent property or assets;

4.2.21.5. Any creation or assumption of any Liens upon any of the Assets or Authorizations, except as otherwise specifically set forth in Section 2.4 hereof;

4.2.21.6. Except as set forth in **Schedule 4.2.21.6** attached hereto, any litigation, action, or proceeding or any settlement or agreement to settle any litigation, action, or proceeding by or before any Governmental Body relating to the Stations, Seller, or the Assets or Authorizations;

4.2.21.7. Any material interruption in the normal and usual operations of either Station; or

4.2.21.8. Any entry into any contract or commitment relating to either Station other than in the ordinary course of business.

4.2.22. **Disclosures**. No Seller statement, representation, or warranty contained herein, and no Seller statement, representation, or warranty made in any document, certificate, or schedule furnished in connection with or attached to this Agreement, contains or shall contain an untrue statement of a material fact or omits or shall omit to state any material fact necessary to make such statement, representation, or warranty not misleading to a prospective purchaser. Throughout the Interim Period, Seller shall advise Buyer in writing immediately, and in no event more than ten (10) days after Seller has knowledge, of all changes, if any, in circumstances that would cause any of such statements, representations, or warranties to be inaccurate. Buyer shall be entitled to rely on Seller's representations and warranties given in connection with this Agreement regardless of any investigation or inquiry conducted by or on behalf of Buyer and regardless of Buyer's knowledge of any inaccuracy in such representations or warranties.

## **ARTICLE 5. - REGULATORY MATTERS**

5.1. **FCC Consent to Assignment**. Notwithstanding anything herein to the contrary, the consummation of the purchase and sale of the Assets and Authorizations

contemplated under this Agreement is subject to and conditioned upon the prior consent of the FCC.

5.2. **Application for Consent.** As promptly as practicable, but within fifteen (15) days of the date hereof, Buyer and Seller shall file with the FCC the Application seeking FCC consent to assignment of the FCC Authorizations to Buyer without conditions adverse to Buyer, which Application shall include all necessary waiver requests, if any, to enable the Application to be granted. The parties shall promptly and diligently file and expeditiously prosecute all necessary amendments, briefs, pleadings, documents, and supporting data to the Application, and take such actions and give such notices as may be required or requested by the FCC or as may be appropriate, all in an effort to expedite the approval by the FCC of the Application with no conditions adverse to Buyer, and shall promptly supply to each other such information in their respective possession as may be reasonably requested by either party to expedite such approval. In the event of the filing of any protest, petition to deny, petition for reconsideration, or appeal of the FCC's consent and approval with respect to the Application, or other action seeking review, reconsideration, or appeal of such consent and approval, the parties mutually agree that each such filing or action, if any, shall be opposed by each of them vigorously.

5.3. **Operation of the Stations Before Closing.** Throughout the Interim Period, Seller shall continue to operate the Stations in the public interest, convenience, and necessity, and shall file with the FCC all documents required to be filed in connection with the operation of the Stations.

5.4. **Control.** Throughout the Interim Period, Buyer shall not directly or indirectly control, supervise, or direct, or attempt to control, supervise, or direct, the operations of the Stations. Such operations shall be the sole responsibility of Seller throughout the Interim Period.

5.5. **Hearing Designation.** If the Application is designated for hearing by the FCC, then this Agreement may be terminated by either Buyer or Seller on ten (10) days prior written notice to the other party so long as the terminating party is not then in material breach hereunder.

## **ARTICLE 6. - RISK OF LOSS AND INDEMNIFICATION**

6.1. **Risk of Loss.** The risk of loss or damage to the Assets and Authorizations shall be on Seller at all times prior to the Closing, and thereafter said risk shall be Buyer's.

6.2. **Indemnification by Seller.** Throughout the period following the Closing, Seller shall indemnify and hold harmless Buyer and its stockholders, directors, officers, employees, agents, and consultants, and the successors and assigns of each of the foregoing, against:

6.2.1. Any and all claims, liabilities, and obligations of any kind or nature, contingent or otherwise, including any transferee liability, arising out of or relating to the operation of either Station or the Assets prior to the Closing or arising or required to be

performed prior to the Closing under any lease, contract, or agreement assumed by Buyer hereunder;

6.2.2. Any and all damage or deficiency resulting from any Seller misrepresentation, breach of warranty, or nonfulfillment of any agreement, covenant, or obligation assumed or required to be performed by Seller under this Agreement, or from any misrepresentation in or omission from any certificate or other instrument furnished to Buyer pursuant to this Agreement or furnished to Buyer by Seller or Seller's agents in connection with any of the transactions contemplated hereunder; and

6.2.3. Any and all actions, suits, proceedings, damages, assessments, judgments, costs, and expenses, including reasonable attorneys' fees, incurred by Buyer as a result of Seller's failure or refusal to defend, to compromise, or to pay any claim incident to the foregoing provisions of this Section 6.2.

6.2.4. If any claim or liability shall be asserted against Buyer that would give rise to a claim by Buyer against Seller for indemnification under the provisions of this Section 6.2 and Buyer seeks to be indemnified under such provisions, Buyer shall promptly notify Seller in writing of the same and Seller shall be entitled at its own expense to compromise or to defend such claim asserted against Buyer subject to Section 6.4 hereof.

6.3. **Indemnification by Buyer.** Throughout the period following the Closing, Buyer shall indemnify and hold harmless Seller and its members, managers, officers, employees, agents, and consultants, and the successors and assigns of each of the foregoing, against:

6.3.1. Any and all claims, liabilities, and obligations of any kind or nature, contingent or otherwise, arising out of or relating to the operation of either Station or the Assets subsequent to the Closing or arising or required to be performed subsequent to the Closing under any lease, contract, or agreement assumed by Buyer hereunder;

6.3.2. Any and all damage or deficiency resulting from any Buyer misrepresentation, breach of warranty, or nonfulfillment of any agreement, covenant, or obligation assumed or required to be performed by Buyer under this Agreement, or from any misrepresentation in or omission from any certificate or other instrument furnished to Seller pursuant to this Agreement or furnished to Seller by Buyer or Buyer's agents in connection with any of the transactions contemplated hereunder; and

6.3.3. Any and all actions, suits, proceedings, damages, assessments, judgments, costs, and expenses, including reasonable attorneys' fees, incurred by Seller as a result of Buyer's failure or refusal to defend, to compromise, or to pay any claim incident to any of the foregoing provisions of this Section 6.3.

6.3.4. If any claim or liability shall be asserted against Seller that would give rise to a claim by Seller against Buyer for indemnification under the provisions of this Section 6.3 and Seller seeks to be indemnified under such provisions, Seller shall promptly notify

Buyer in writing of the same and Buyer shall be entitled at its own expense to compromise or to defend such claim asserted against Seller subject to Section 6.4 hereof.

6.4. **Procedure for Indemnification.** With respect to any third-party claims or proceedings as to which the Claimant is entitled to and seeks indemnification hereunder, the Indemnitor shall have the right, subject to the provisions of this Section 6.4, to employ counsel reasonably acceptable to the Claimant to defend against each such claim or proceeding, if any, or to compromise, settle, or otherwise dispose of the same if the Indemnitor deems it advisable to do so, all at the expense of the Indemnitor. The parties shall fully cooperate in each such action, and shall make available to each other all of their books or records, if any, useful for the defense of such claim or proceeding. As a condition of tendering defense of such claim or proceeding to the Indemnitor, the Claimant shall have the right to require the Indemnitor to post a bond or provide other reasonable assurance that the Indemnitor can and shall pay all liabilities arising from such claim or proceeding in the event of an unsuccessful defense or any settlement. If the Indemnitor fails to acknowledge in writing its obligation to defend against or settle such claim or proceeding or fails to provide such bond or assurance, in each case within twenty (20) days after receiving notice thereof from the Claimant, or such shorter time specified in such notice as the circumstances of the matter dictate, the Claimant shall be free to engage counsel of the Claimant's choice and defend against or settle the matter, all at the expense of the Indemnitor. Notwithstanding anything herein to the contrary, (i) the Claimant shall always be free to engage its own counsel and participate in the defense of any claim or proceeding being defended by the Indemnitor under the indemnification provisions hereof and (ii) the Indemnitor shall not effect any settlement relating to any claim or proceeding under the indemnification provisions hereof that seeks in whole or in part any nonmonetary relief or that could adversely affect the Claimant without the prior written consent of the Claimant.

6.5. **Time Limits on Indemnification.** The indemnification obligations set forth in Sections 6.2 or 6.3 hereof shall survive the Closing Date for a period of two (2) years, except that all such indemnification obligations regarding (i) matters arising under Sections 4.1.2 or 4.2.1 hereof, (ii) title to the Assets or Authorizations, or (iii) taxes shall survive for the longer of (x) the applicable statute of limitations period plus sixty (60) days or (y) the two (2) year period specified in this sentence, it being understood, however, that all indemnification obligations under such Sections 6.2 or 6.3 as to which specific claims for indemnification have been duly made hereunder before the expiration of the applicable periods mentioned in this sentence shall survive with respect to such claims until the final resolution thereof.

## **ARTICLE 7. - CLOSING DATE; CONDITIONS TO CLOSING; CLOSING DOCUMENTS**

7.1. **Closing Date.** The Closing shall be held at Shaw Pittman LLP, 2300 N Street, N.W., Washington, D.C. 20037, or at such other location as the parties may mutually specify, and shall be held on a mutually agreeable date within the fifteen (15) days immediately following the date on which the FCC Consent has become a Final Order, unless an earlier Closing (i) is necessary to comply with FCC regulations, (ii) is mutually agreeable to the parties and is consistent with FCC regulations, or (iii) is specified by Buyer by the giving of ten (10) days prior

written notice to Seller and is consistent with FCC regulations. The Closing shall commence at 10:00 a.m. local time on the Closing Date at the Closing location.

7.2. **Conditions to Obligations of Seller.** The following are conditions precedent to Seller's obligation to close hereunder, any or all of which may be waived in whole or in part in writing by Seller to the extent permitted by applicable Laws:

7.2.1. **Representations and Warranties to be True and Obligations Performed.** The representations and warranties of Buyer contained herein shall be true in all material respects as of and on the Closing Date as though made on such date. Buyer shall have performed and complied with all obligations and covenants required under this Agreement to be performed or complied with by Buyer on or prior to the Closing Date.

7.2.2. **Closing Documents.** Buyer shall have delivered to Seller or caused the delivery to Seller of the Closing documents and items described in Section 7.5 of this Agreement.

7.2.3. **FCC Consent.** The FCC Consent shall have been issued and such consent shall be in full force and effect.

7.2.4. **Litigation.** Neither Seller nor Buyer shall be subject to any order or injunction of any Governmental Body restraining or prohibiting the consummation of the transactions contemplated hereunder, and no action or proceeding shall have been instituted by any third party and remain pending before a Governmental Body to prohibit such transactions, nor shall any Governmental Body have notified either party to this Agreement that the consummation of the transactions contemplated hereunder may constitute a violation of applicable Laws, which notification remains outstanding.

7.2.5. **Certificate.** Buyer shall have delivered to Seller a certificate, dated as of the Closing Date, signed by Buyer stating that the representations and warranties of Buyer set forth in this Agreement and in the instruments delivered by Buyer to Seller in connection with this Agreement are true and correct as of the Closing Date in all material respects as though made on such date.

7.3. **Conditions to Obligations of Buyer.** The following are conditions precedent to Buyer's obligation to close hereunder, any or all of which may be waived in whole or in part in writing by Buyer to the extent permitted by applicable Laws:

7.3.1. **Representations and Warranties to be True and Obligations Performed.** The representations and warranties of Seller contained herein shall be true in all material respects as of and on the Closing Date as though made on such date. Seller shall have performed and complied with all obligations and covenants required under this Agreement to be performed or complied with by Seller on or prior to the Closing Date.

7.3.2. **Closing Documents.** Seller shall have delivered to Buyer or caused the delivery to Buyer of the Closing documents and items described in Section 7.4 of this Agreement.

7.3.3. **FCC Consent.** The FCC Consent shall have been issued, shall be in full force and effect, shall be a Final Order, and shall contain no conditions that are materially adverse to Buyer.

7.3.4. **Litigation.** Neither Seller nor Buyer shall be subject to any order or injunction of any Governmental Body restraining or prohibiting the consummation of the transactions contemplated hereunder, and no action or proceeding shall have been instituted by any third party and remain pending before a Governmental Body to prohibit such transactions, nor shall any Governmental Body have notified either party to this Agreement that the consummation of the transactions contemplated hereunder may constitute a violation of applicable Laws, which notification remains outstanding.

7.3.5. **Certificate.** Seller shall have delivered to Buyer a certificate, dated as of the Closing Date, signed by Seller stating that (i) the representations and warranties of Seller set forth in this Agreement and in the instruments delivered by Seller to Buyer in connection with this Agreement are true and correct as of the Closing Date in all material respects as though made on such date, and (ii) the conditions set forth in Section 7.3.9 hereof have been fulfilled.

7.3.6. **Consents Obtained.** Seller shall have obtained all authorizations, consents, approvals, permits, and clearances that are necessary to consummate the purchase and sale of the Assets and Authorizations contemplated under this Agreement.

7.3.7. **No Material Adverse Changes.** No event shall have occurred since the date of this Agreement that has had or could result in a Material Adverse Effect.

7.3.8. **Broadcast Transmissions.** The broadcast transmissions of neither Station shall have been materially impaired for more than one hundred twenty (120) hours in the aggregate since the date hereof.

7.3.9. **Leases.** Each of the leases, the form and substance of which is set forth in **Schedule 2.1.4**, shall have been duly executed and delivered by Seller and Lessor, and shall be in full force and effect, and true, complete, and correct copies of each of such executed leases shall have been delivered to Buyer.

7.3.10. **Lease Exhibits.** Each of the exhibits to each of the leases set forth in **Schedule 2.1.4** shall have been completed and shall be in such form and substance as to be reasonably satisfactory to Buyer.

7.4. **Closing Documents Delivered by Seller.** On the Closing Date, Seller shall deliver or cause the delivery of the following instruments or items to Buyer:

7.4.1. Bills of sale and assignments in form reasonably satisfactory to Buyer, dated the Closing Date, executed by Seller, conveying to Buyer all of Seller's right, title, and interest in and to all the Assets and all the Authorizations, pursuant to the terms of this Agreement.

7.4.2. Assignments to Buyer of all leases described in **Schedule 2.1.4** and warranty deeds and other instruments assigning to Buyer in fee simple all real property described in **Schedule 2.1.4**, pursuant to the terms of this Agreement, which assignments, deeds, and instruments Seller agrees shall be dated the Closing Date, executed by Seller, and in form reasonably satisfactory to Buyer.

7.4.3. All necessary consents to assignment to Buyer of the Assets under this Agreement.

7.4.4. The logs and records referred to in Section 2.3 of this Agreement.

7.4.5. Duly authenticated copies of Seller's resolutions adopted by Seller's members and managers authorizing the execution, delivery, and performance of this Agreement by Seller.

7.4.6. A counterpart of the Escrow Agreement, dated the Closing Date, executed by Seller.

7.4.7. All keys, passcards, and other items, as well as a list of all passcodes, combinations, account numbers, and other information, necessary to access or operate any of the Assets, access any property leased to Seller under leases set forth in **Schedules 2.1.2 or 2.1.4**, or access any FCC database to which Seller has or should have access relating to either Station.

7.4.8. The written opinion, in form and substance attached hereto as **Exhibit B**, dated the Closing Date, executed by Abacus Communications Company, and the written opinion on FCC regulatory matters, in form and substance attached hereto as **Exhibit C**, dated the Closing Date, executed by Abacus Communications Company.

7.4.9. Such other instruments or documents, including estoppel certificates and tax clearance certificates, as Buyer may reasonably request to provide to Buyer the full rights and benefits intended to be granted to Buyer hereunder, as are customary for transactions of the type contemplated hereunder, or as Buyer's lenders may reasonably require in connection with such transactions.

7.5. **Closing Documents Delivered by Buyer.** On the Closing Date, Buyer shall deliver or cause the delivery of the following instruments or items to Seller:

7.5.1. The Purchase Price in accordance with Sections 3.1 and 3.2 of this Agreement.

7.5.2. Duly authenticated copies of Buyer's corporate resolutions adopted by Buyer's directors authorizing the execution, delivery, and performance of this Agreement by Buyer.

7.5.3. A counterpart of the Escrow Agreement, dated the Closing Date, executed by Buyer .

#### **ARTICLE 8. - MISCELLANEOUS**

8.1. **Finders' Fees.** Seller represents and warrants to Buyer that Seller has not incurred any liability to any broker, finder, or similar consultant in connection with the transactions contemplated under this Agreement. Buyer represents and warrants to Seller that Buyer has not incurred any liability to any broker, finder, or similar consultant in connection with such transactions. In no event shall Buyer or Seller be liable to any broker, finder, or similar consultant for any fees or similar obligations in connection with such transactions.

8.2. **Final Deadline for Closing.** If the Closing Date has not occurred on or before the date that is eighteen (18) months after the date of this Agreement, then this Agreement may be terminated by either Buyer or Seller by the giving of written notice to the other party so long as the terminating party is not then in material breach hereunder. Except as otherwise expressly permitted under this Agreement, this Agreement shall not be terminated.

8.3. **Seller's Right to Terminate.** In the event of a material breach hereunder by Buyer prior to the Closing Date of any Buyer agreement, covenant, representation, or warranty hereunder, and the continuation of such breach without cure for a period of fifteen (15) consecutive days following the date on which Seller shall have given to Buyer written notice of such breach, then Seller may in its discretion, by giving written notice of termination to Buyer, so long as Seller is not then in material breach hereunder, terminate this Agreement without cost, penalty, or liability on Seller's part of any kind, whereupon Seller shall be entitled to retain ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00) of the Advance Payment as liquidated damages, and the remaining ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000.00) of the Advance Payment shall be returned to Buyer by Seller within ten (10) days of such termination, it being understood that the rights set forth in this Section 8.3 represent Seller's sole remedy for Buyer's breach of this Agreement prior to the Closing Date. The rights conferred by the foregoing sentence shall not be exercised unless Seller has given Buyer fifteen (15) days written notice of the specific nature of such breach and Buyer has failed to correct such breach within that period.

8.4. **Buyer's Right to Terminate.** In the event of a material breach hereunder by Seller prior to the Closing Date of any Seller agreement, covenant, representation, or warranty hereunder, and the continuation of such breach without cure for a period of fifteen (15) consecutive days following the date on which Buyer shall have given to Seller written notice of such breach, then Buyer may in its discretion, by giving written notice of termination to Seller, so long as Buyer is not then in material breach hereunder, terminate this Agreement without cost, penalty, or liability on Buyer's part of any kind and without releasing Seller from any liability for

such Seller breach, whereupon Buyer shall be entitled to all legal and equitable relief that Buyer may have available against Seller. The rights conferred by the foregoing sentence shall not be exercised unless Buyer has given Seller fifteen (15) days written notice of the specific nature of such breach and Seller has failed to correct such breach within that period. Furthermore, in the event of a breach or threatened breach by Seller of this Agreement prior to the Closing Date, Buyer shall be entitled to specific performance of this Agreement, without any requirement for Buyer to post bond or provide any other security, such requirement, if any, being hereby waived by Seller. Finally, if Seller shall (i) file with respect to Seller or consent by answer or otherwise to the filing against Seller of a petition for relief or reorganization or any other petition under the bankruptcy or insolvency law of any jurisdiction, (ii) make an assignment for the benefit of Seller's creditors or fail generally to pay Seller's debts as they mature, (iii) consent to the appointment of a custodian, receiver, trustee, or other officer with similar powers with respect to Seller or any substantial part of Seller's property, (iv) be dissolved or be adjudicated bankrupt or insolvent, or (v) take company action for the purpose of any of the foregoing or if a Governmental Body shall enter an order appointing, without consent by Seller, a custodian, receiver, trustee, or other officer with similar powers with respect to Seller or any substantial part of Seller's property, or if an order for relief shall be entered in any case or proceeding for liquidation or reorganization or otherwise to take advantage of any bankruptcy or insolvency law of any jurisdiction with respect to Seller or any substantial part of Seller's property, or ordering the dissolution, winding up, or liquidation of Seller, or if any petition for any such relief shall be filed against Seller, and such petition shall not be dismissed within thirty (30) days thereafter, then, upon or after the occurrence of any event described in this sentence, Buyer may, in its sole discretion, by giving written notice of termination to Seller, terminate this Agreement without cost, penalty, or liability on Buyer's part of any kind so long as Buyer is not then in material breach hereunder.

8.5. **Notices.** All notices and communications hereunder or with respect hereto shall be deemed to have been duly given to a party when in writing and (i) actually delivered to such party as follows, or, (ii) if mailed, upon the third (3rd) day following mailing via certified United States mail, postage prepaid, addressed to such party as follows, or, (iii) if duly tendered to Federal Express, or another overnight courier service generally operating and recognized within the United States, for next business day delivery to such party, upon the first (1st) business day following such tender to Federal Express or such other overnight courier service, delivery fee prepaid or charged to sender, addressed as follows:

If to Seller, to:

Eduardo Caballero  
Caballero Television Texas, LLC  
299 Alhambra Circle, Suite 402  
Coral Gables, FL 33134

With a copy, which shall not constitute notice, to:

Rosamaria Caballero  
1080 Madison Avenue  
12th Floor  
New York, NY 10028

If to Buyer, to:

C. Douglas Kranwinkle, Esq.  
Executive Vice President & General Counsel  
Univision Communications Inc.  
1999 Avenue of the Stars, Suite 3050  
Los Angeles, CA 90067

With a copy, which shall not constitute notice, to:

Scott R. Flick, Esq.  
Shaw Pittman LLP  
2300 N Street, N.W.  
Washington, DC 20037

Provided, however, that if either party has designated a different address for itself by ten (10) days prior written notice to the other party pursuant to this Section 8.5, then, for purposes of notices and communications hereunder to the designating party, to the last address so designated.

8.6. **Assignment.** This Agreement and Seller's or Buyer's rights and obligations hereunder shall not be assigned without the prior written consent of the non-assigning party; provided, however, that Buyer shall be permitted to assign its rights and obligations hereunder without the consent of Seller, on ten (10) days prior written notice to Seller, to an entity controlled by Buyer or by shareholders of Buyer holding more than half of Buyer's voting equity, whereupon Buyer shall be relieved of all obligations hereunder. Each attempted assignment hereof, if any, not in compliance with this Section 8.6 shall be null and void. Except as otherwise expressly set forth herein, this Agreement shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and assigns.

8.7. **Entire Agreement.** This Agreement, which includes the exhibits and schedules hereto, sets forth the entire understanding of the parties at the time of execution and delivery hereof regarding the subject matter hereof, and all prior agreements between them with respect to the subject matter hereof shall be of no further force or effect. This Agreement may be amended only by an instrument in writing executed by both parties.

8.8. **Headings and Table of Contents.** The headings and the table of contents, if any, of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

8.9. **Survival.** The representations and warranties set forth in this Agreement and in the other instruments delivered hereunder shall survive the Closing Date.

8.10. **Waiver.** The waiver by either party of any matter provided for herein shall be in writing in order to be effective and shall not be deemed to be a waiver of (i) any such matter on any other occasion or (ii) any other matter.

8.11. **No Strict Construction.** The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any person or entity by virtue of the authorship of any of the provisions of this Agreement.

8.12. **Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California, without regard to its choice of law rules. Exclusive venue and jurisdiction with respect to each lawsuit or court action, if any, arising under this Agreement shall be in the state or federal courts of the State of California, it being understood, however, that judgments, orders, or decrees resulting from such lawsuits or court actions may be appealed to or enforced in any competent court.

8.13. **Best Efforts.** Without in any way limiting their other obligations hereunder, Seller and Buyer shall each act in good faith hereunder and use their best efforts consistent with commercial reasonableness in the timely performance and prompt fulfillment of all terms and conditions of this Agreement, in filing the Application and seeking the FCC Consent, and in bringing about a prompt Closing, and shall provide such information and execute and deliver such other and further documents, whether before, at, or after the Closing Date, as may be reasonably required to carry out their intent as expressed hereunder.

8.14. **Attorneys' Fees.** Notwithstanding anything herein to the contrary, in the event of commencement of suit by either party with respect to any of the provisions of this Agreement, the prevailing party in such suit shall be entitled to receive attorneys' fees and costs that the court in which such suit is adjudicated may determine reasonable in addition to all other relief granted.

8.15. **Severability.** In the event that any term or provision of this Agreement is determined to be void, unenforceable, or contrary to law, the remainder of this Agreement shall continue in full force and effect provided that such continuation would not materially diminish the benefits of this Agreement for either party.

8.16. **Counterparts.** More than one counterpart of this Agreement may be executed by the parties and each fully executed counterpart of this Agreement shall be deemed an original of this Agreement.

8.17. **Authority of Signatory**. Each individual signing this Agreement below in a signature block for Seller or Buyer personally represents and warrants that such individual has full power and authority to execute and deliver this Agreement on behalf of the party whose name appears directly above the signature of such individual in such signature block.

Asset Purchase Agreement Signature Page

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

**BUYER:**

**SELLER:**

UNIVISION TELEVISION GROUP, INC.

CABALLERO TELEVISION TEXAS, LLC

By:   
Name: GEORGE W. BLANK  
Title: EW/CEO

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

Asset Purchase Agreement Signature Page

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

**BUYER:**

UNIVISION TELEVISION GROUP, INC.

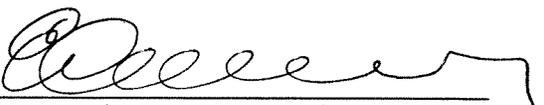
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

CABALLERO TELEVISION TEXAS, LLC

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

Name: Eduardo Caballero

Title: Chief Executive Officer

**Asset Purchase Agreement**

**Exhibit A**

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “**Escrow Agreement**”) is entered into as of \_\_\_\_\_, 200\_\_, by and among Caballero Television Texas, LLC, a Texas limited liability company (“**Seller**”), Univision Television Group, Inc., a Delaware corporation (“**Buyer**”), and \_\_\_\_\_, as escrow agent (“**Escrow Agent**”).

### WITNESSETH:

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of \_\_\_\_\_, 2002, pursuant to which Seller is selling to Buyer certain of the assets used or usable in connection with the operation of Class A television broadcast station KMMB-CA, Bakersfield, California, operating on Channel 4, and Class A-eligible television broadcast station KSUV-LP, Bakersfield, California, currently operating on Channel 52; and

WHEREAS, the parties desire the Escrow Agent to hold and disburse, and the Escrow Agent is willing to hold and disburse, certain monies in escrow in connection with the transactions described in the Purchase Agreement.

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

1. ESCROW DEPOSIT.

1.1. Receipt. By its signature below, the Escrow Agent hereby acknowledges receipt from Buyer of a confirmed wire transfer of federal funds in the amount of ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00) (such amount referred to herein as the “**Escrow Deposit**”). The Escrow Deposit, together with all interest (the “**Interest**”) earned thereon, if any, shall be held and released by the Escrow Agent only in accordance with the terms of this Escrow Agreement.

1.2. Investment. The Escrow Deposit and the Interest shall be invested and reinvested in direct obligations of the United States government or an agency thereof, in federally-insured money market accounts, in certificates of deposit issued by a commercial bank in the State of California having at least One Billion Dollars in assets, or in such other investments as Seller and Buyer shall mutually direct in writing; provided, however, that no such investments shall have a maturity in excess of thirty (30) days.

2. RELEASE FROM ESCROW.

2.1. Release of Escrow Deposit. Neither the Escrow Deposit nor the Interest nor any part of the Escrow Deposit or the Interest shall be released to any person or entity except pursuant to Section 2.2 hereof or except as otherwise expressly provided hereunder.

2.2. Joint Instructions or Court Order. Notwithstanding any other provisions of this Escrow Agreement to the contrary, the Escrow Agent shall at any time and from time to time disburse all or any portion of the Escrow Deposit and the Interest in accordance with the joint signed written instructions of Seller and Buyer or, as the case may be, the order of any court of competent jurisdiction. Such disbursements shall be made by confirmed wire transfer of federal funds.

3. CONCERNING THE ESCROW AGENT.

3.1. Compensation. All fees or other compensation, if any, due the Escrow Agent for its services hereunder or due any successor escrow agent hereunder shall be paid one-half by Seller and one-half by Buyer. The fee hereunder of the Escrow Agent is \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_.00), which shall be paid upon execution and delivery of this Escrow Agreement; provided, however, that, in the event this Escrow Agreement remains in effect on the date (the "**Renewal Date**") that is thirteen (13) months after the date of this Escrow Agreement, the Escrow Agent shall be paid within fifteen (15) days after the Renewal Date an additional fee hereunder of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_.00) (the "**Annual Fee**"), it being understood that, in the event this Escrow Agreement remains in effect on any anniversary of the Renewal Date, the Escrow Agent shall be paid within fifteen (15) days after such anniversary date the Annual Fee. For purposes of this Section 3.1, this Escrow Agreement shall be deemed not to be in effect in the event that the Escrow Agent no longer holds any part of the Escrow Deposit or the Interest.

3.2. Resignation and Removal. The Escrow Agent may resign and be discharged from its duties hereunder by giving written notice of such resignation to the other parties hereto specifying a date, not less than thirty (30) days after the giving of such notice, when such resignation shall take effect. Promptly after the giving of such notice, a successor escrow agent shall be appointed by mutual agreement of Seller and Buyer, such successor to become the escrow agent hereunder upon the date for such resignation specified in such notice. If Seller and Buyer are unable to agree upon a successor escrow agent hereunder within twenty (20) days after the giving of such notice, the Escrow Agent shall be entitled to appoint its successor hereunder, which shall be a commercial bank in the State of California having at least One Billion Dollars in assets. The Escrow Agent shall continue to serve as escrow agent hereunder until its successor assumes in writing the Escrow Agent's obligations hereunder and receives the Escrow Deposit and the Interest. Seller and Buyer may agree at any time to substitute a successor escrow agent hereunder by giving joint signed written notice thereof to the escrow agent then acting hereunder.

3.3. Performance. The duties and responsibilities of the Escrow Agent are limited to those specifically set forth in this Escrow Agreement. The Escrow Agent shall not be liable for any mistake of fact or error of judgment made in good faith or for any acts or omissions by the Escrow Agent of any kind other than willful misconduct or gross negligence. The Escrow Agent shall be entitled to rely, and shall be protected in doing so, upon any written notice, instrument, or signature believed by the Escrow Agent to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so.

3.4. Indemnification. Seller and Buyer, jointly and severally, shall indemnify the Escrow Agent and hold it harmless against any and all liabilities, costs, expenses, and reasonable attorneys' fees incurred by it hereunder, except for liabilities incurred by the Escrow Agent resulting from its own willful misconduct or gross negligence; provided, however, that, in the event the Escrow Agent is entitled to indemnification under this Section 3.4, the party hereto, other than the Escrow Agent, causing the Escrow Agent's liabilities that are to be so indemnified, shall indemnify the other party hereto, other than the Escrow Agent, and hold such other party hereto harmless against any and all liabilities, costs, expenses, and reasonable attorneys' fees incurred by it under this Section 3.4.

3.5. Interpleader Action. In the event that conflicting demands are made by Seller and Buyer with respect to all or a portion of the Escrow Deposit or the Interest, the Escrow Agent shall be authorized to bring an interpleader action in accordance with Section 4.5 hereof. If either Seller or Buyer shall file suit against the Escrow Agent for the Escrow Deposit or the Interest, the Escrow Agent may answer by way of interpleader and name Seller and Buyer, or either of them, as additional parties to such action, and the Escrow Agent may tender the Escrow Deposit and the Interest into the court in which such action is pending for determination of the respective rights, titles, and interests of Seller and Buyer therein or thereto. Upon such tender, the Escrow Agent shall be entitled to receive from Seller and Buyer reasonable attorneys' fees and expenses incurred by the Escrow Agent in connection with said interpleader action. As between Seller and Buyer, such fees and expenses shall be paid by the party who fails to prevail in the proceedings brought to determine the appropriate distribution of the Escrow Deposit and the Interest. If and when the Escrow Agent shall so interplead such parties, or either of them, and deliver the Escrow Deposit and the Interest to the clerk of the court in which such interpleader action is pending, all of the Escrow Agent's duties and obligations hereunder shall cease.

3.6. Discharge by Delivery. After the Escrow Agent has delivered the Escrow Deposit and the Interest pursuant to the terms of this Escrow Agreement, the Escrow Agent shall have discharged all of its obligations hereunder and neither Seller nor Buyer shall thereafter have any claim against the Escrow Agent on account of this Escrow Agreement.

#### 4. MISCELLANEOUS.

4.1. Binding Effect. This Escrow Agreement shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Seller and Buyer may assign their rights and obligations hereunder only in

accordance with the provisions in the Purchase Agreement governing assignment of the Purchase Agreement, and all other assignments hereof by Seller or Buyer, if any, shall be null and void.

4.2. Entire Agreement; Amendments. This Escrow Agreement, as read in conjunction with the Purchase Agreement, contains the entire understanding of the parties hereto with respect to the subject matter hereof, supersedes all prior understandings of the parties hereto with respect to such subject matter, if any, and may be amended or modified only by a written instrument duly executed by all parties hereto.

4.3. Notices. All notices and communications hereunder or with respect hereto shall be deemed to have been duly given to a party when in writing and (i) actually delivered to such party as follows, or, (ii) if mailed, upon the third (3rd) day following mailing via certified United States mail, postage prepaid, addressed to such party as follows, or, (iii) if duly tendered to Federal Express, or another overnight courier service generally operating and recognized within the United States, for next business day delivery to such party, upon the first (1st) business day following such tender to Federal Express or such other overnight courier service, delivery fee prepaid or charged to sender, addressed as follows:

If to Seller, to:

Eduardo Caballero  
Caballero Television Texas, LLC  
299 Alhambra Circle, Suite 402  
Coral Gables, FL 33134

With a copy, which shall not constitute notice, to:

Rosamaria Caballero  
1080 Madison Avenue  
12th Floor  
New York, NY 10028

If to Buyer, to:

C. Douglas Kranwinkle, Esq.  
Executive Vice President & General Counsel  
Univision Communications Inc.  
1999 Avenue of the Stars, Suite 3050  
Los Angeles, CA 90067

With a copy, which shall not constitute notice, to:

Scott R. Flick, Esq.  
Shaw Pittman LLP  
2300 N Street, N.W.  
Washington, DC 20037

If to the Escrow Agent, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provided, however, that if any party has designated a different address for itself by ten (10) days prior written notice to the other parties pursuant to this Section 4.3, then, for purposes of notices and communications hereunder to the designating party, to the last address so designated. Each notice, if any, given to the Escrow Agent by a party shall also be simultaneously given by such party to the other party.

4.4. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law rules.

4.5. Choice of Forum. Exclusive venue and jurisdiction with respect to each lawsuit or court action, if any, arising under this Escrow Agreement shall be in the state or federal courts of the State of California, it being understood, however, that judgments, orders, or decrees resulting from such lawsuits or court actions may be appealed to or enforced in any competent court.

4.6. Attorneys' Fees. Should any party hereto institute any action or proceeding at law or in equity to enforce any provision of this Escrow Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Escrow Agreement, or otherwise seeking relief in connection with this Escrow Agreement, or any provision hereof, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs for services rendered to the prevailing party in such action or proceeding.

4.7. Continuing Effect. This Escrow Agreement shall remain in full force and effect until the Escrow Agent has delivered the Escrow Deposit and the Interest pursuant to the terms of this Escrow Agreement.

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

4.9. Use of Language. Words of any gender used in this Escrow Agreement shall be held and construed to include every other gender, and words used in this Escrow Agreement in the singular shall be held and construed to include the plural and vice versa, unless the context otherwise requires. When used in this Escrow Agreement, “or” shall mean “and/or” unless the context otherwise requires. When used in this Escrow Agreement, the words “hereto,” “hereof,” “herein,” or “hereunder” or words of similar import refer to this Escrow Agreement in its entirety. The words “include,” “includes,” “included,” and “including” shall be deemed in this Escrow Agreement to be followed by the phrase “without limitation.” When used in this Escrow Agreement, “business day” shall mean any day other than a Saturday, a Sunday, or an officially recognized federal legal holiday; provided, however, that “business day” shall exclude the Inauguration Day holiday.

4.10. Counterparts. More than one counterpart of this Escrow Agreement may be executed by the parties and each fully executed counterpart of this Escrow Agreement shall be deemed an original of this Escrow Agreement.

**Escrow Agreement Signature Page**

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

**SELLER:**

CABALLERO TELEVISION TEXAS, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER:**

UNIVISION TELEVISION GROUP, INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ESCROW AGENT:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Asset Purchase Agreement**

**Exhibit B**

[Letterhead of Abacus Communications Company]

\_\_\_\_\_, 200\_\_

Univision Television Group, Inc.  
5999 Center Drive, 4th Floor  
Los Angeles, CA 90045

Ladies and Gentlemen:

We have acted as counsel for Caballero Television Texas, LLC (“Seller”), a Texas limited liability company, and have represented Seller in connection with the Asset Purchase Agreement, dated as of \_\_\_\_\_, 2002, between Seller and you (such agreement, the “Agreement”). This opinion is being delivered to you at the request of Seller pursuant to Section 7.4.8 of the Agreement. Each capitalized term used but not defined herein shall have its respective meaning set forth in the Agreement.

The law covered by the opinions expressed herein is limited to the laws of the District of Columbia and the Federal laws of the United States, other than the laws arising under the Communications Act of 1934, as amended. We have examined such certificates, instruments, records, and other documents as we have deemed necessary to render this opinion, including, but not limited to, the Agreement, the Escrow Agreement, and each of the documents executed by Seller in connection with the Agreement (the Agreement, the Escrow Agreement, and such documents, collectively, the “Transaction Documents”).

Based upon the foregoing, and subject in all respects to the qualifications and limitations set forth in this letter, we are of the opinion that:

1. Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to conduct business in the State of California.
2. Seller has full power and authority to own and to lease its assets and to carry on its business as described in the Transaction Documents.
3. Seller has full right, power, and authority to execute and to deliver each of the Transaction Documents and to perform its obligations thereunder, and such execution, delivery, and performance will not conflict with, or result in a breach of, the organizational or governing documents of Seller and have been duly authorized and approved by all requisite action on the part of Seller.

4. The Agreement, the Escrow Agreement, and each of the Transaction Documents to be executed by Seller on or before the date hereof have been duly executed and delivered by a duly authorized officer of Seller.

5. The Transaction Documents are enforceable against Seller subject to applicable bankruptcy, reorganization, insolvency, or similar laws affecting rights of creditors generally and subject to the application of equitable principles in any proceeding involving the enforcement of any of the provisions of the Transaction Documents.

6. Execution and delivery by Seller of, and performance of the obligations of Seller under, the Transaction Documents (a) do not breach, or result in a default under, any existing obligation of Seller under any contract or lease to which, to our knowledge, Seller is a party or by which, to our knowledge, Seller or the properties of Seller are bound, and (b) do not violate applicable provisions of any law or governmental regulation and, except as otherwise disclosed in the Transaction Documents, do not require the consent of, the giving of notice to, or the taking of any other actions with respect to any government authority that have not already been obtained, given, or taken.

7. The consummation of the Closing by Seller does not require, pursuant to applicable law, any consent, notice, or action that has not already been obtained, given, or taken.

8. To our knowledge, no action, suit, proceeding, or investigation is pending or threatened, and no judgment, order, decree, or ruling has been entered, against Seller or the properties of Seller in any court or before or by any arbitrator or government authority (a) that reasonably could be expected to have a material adverse effect upon Seller or either of the Stations, or (b) that affects or seeks to affect the enforceability of any of the Transaction Documents.

You and your lenders, as well as your and their successors and assigns, if any, are entitled to rely upon this opinion.

Very truly yours,

Abacus Communications Company

**Asset Purchase Agreement**

**Exhibit C**

[Letterhead of Abacus Communications Company]

\_\_\_\_\_, 200\_\_

Univision Television Group, Inc.  
5999 Center Drive, 4th Floor  
Los Angeles, CA 90045

Ladies and Gentlemen:

We have acted as counsel on Federal Communications Commission (“FCC”) regulatory matters for Caballero Television Texas, LLC (“Seller”), a Texas limited liability company, and have represented Seller in connection with the Asset Purchase Agreement, dated as of \_\_\_\_\_, 2002, between Seller and you (such agreement, the “Agreement”). This opinion is being delivered to you at the request of Seller pursuant to Section 7.4.8 of the Agreement. Each capitalized term used but not defined herein shall have its respective meaning set forth in the Agreement.

The law covered by the opinions expressed herein is limited to the Communications Act of 1934, as amended, and the rules, regulations, and policies promulgated thereunder by the FCC. In rendering this opinion, we have examined our internal files and the records available for public inspection at the FCC in Washington, D.C., regarding the Stations. In addition, we have examined such certificates, instruments, records, and other documents as we have deemed necessary to render this opinion, including, but not limited to, the Agreement and the Escrow Agreement.

Based upon the foregoing, and subject in all respects to the qualifications and limitations set forth in this letter, we are of the opinion that:

1. Seller validly holds the FCC licenses, permits, and authorizations specified in Schedule 4.2.4 of the Agreement (such FCC licenses, permits, and authorizations, collectively, “FCC Licenses”).
2. The FCC Licenses are in full force and effect and, to our knowledge, are not subject to any conditions outside the ordinary course. Television broadcast station KMMB-CA, Bakersfield, California, is a qualified Class A television broadcast station pursuant to FCC requirements and television broadcast station KSUV-LP, Bakersfield, California, is, subject to its relocation to a channel between and including Channels 2 and 51, eligible for Class A status pursuant to FCC requirements applicable to Class A television broadcast stations.

3. The FCC has granted its consent to the assignment of the FCC Licenses from Seller to you without the imposition of conditions outside the ordinary course and such consent ("Consent") is in full force and effect. The time within which any party in interest other than the FCC may seek administrative or judicial reconsideration or review of the Consent has expired and no petition for such reconsideration or review was timely filed with the FCC or with a court of competent jurisdiction. The normal time within which the FCC may review the Consent on its own motion has expired and the FCC has not undertaken such review.

4. To our knowledge, (a) there is no unsatisfied adverse FCC order, decree, or ruling outstanding against Seller, either of the Stations, or any of the FCC Licenses, and (b) there is no proceeding, complaint, or investigation against Seller, either of the Stations, or any of the FCC Licenses pending or threatened before or by the FCC that could reasonably be expected to have a material adverse effect upon Seller, either of the Stations, or any of the FCC Licenses.

You and your lenders, as well as your and their successors and assigns, if any, are entitled to rely upon this opinion.

Very truly yours,

Abacus Communications Company

**Asset Purchase Agreement**

**Schedule 2.1.1**

**TANGIBLE PROPERTY**

1. For Station KMMB-CA, Channel 4, Bakersfield, California:
  - (a) ITS-113B 50W VHF Transmitter.
  - (b) Antenna Concepts Antenna.
  - (c) Andrews Coax Cable.
  
2. For Station KSUV-LP, Channel 52, Bakersfield, California:
  - (a) ITS-834A 2kW Transmitter.
  - (b) Antenna Concepts Antenna.
  - (c) Andrews Coax Cable.
  - (d) STL Receive Antenna.

**Asset Purchase Agreement**

**Schedule 2.1.2**

**CONTRACTS**

None.

**Asset Purchase Agreement**

**Schedule 2.1.4**

**REAL PROPERTY LEASES**

See attached 52 pages.

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made this \_\_\_ day of \_\_\_\_\_ 200\_, by and between ATC Holding, Inc., a Delaware corporation ("Lessor"), and Caballero Television Texas, L.L.C., a Texas limited liability company ("Lessee").

### WITNESSETH:

WHEREAS, Lessor is developing, and will own or operate, an approximately 65 foot (above ground level) broadcasting tower (the "Tower"), with the coordinates of 35-26-16 North Latitude, 118-44-28 West Longitude (NAD 83), together with associated improvements erected on the site named Mt. Adelaide, located in or near Bakersfield, California (together with the Tower and associated improvements, the "Antenna Site") and desires to lease space at the Antenna Site for the purpose of Lessee's broadcasting operations; and

WHEREAS, Lessee or its affiliates hold certain licenses issued by the Federal Communications Commission (the "FCC") with respect to KMMB-LP operating on channel 4 [analog] (the "Station") and Lessee wishes to lease space at the Antenna Site for the purpose of KMMB's TV broadcasting operations;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereto agree as follows:

#### 1. LEASE COMMENCEMENT.

1.01 Commencement of Term. The term of this Lease shall commence upon April 1, 2002 (the "Commencement Date").

1.02 Exhibits. All exhibits referred to in this Lease are incorporated herein by reference.

#### 2. DESCRIPTION OF THE LEASEHOLD.

2.01 Leased Premises. Lessor hereby leases to Lessee and Lessee leases from Lessor:

(a) Space on the Tower for the purposes of the installation, operation and maintenance of Lessee's transmitting antenna and transmission line in connection with the operation of the Station and other permitted auxiliary equipment including, without limitation, the equipment described in Exhibit "A" attached hereto. The primary transmission lines shall not exceed one (1) one and five-eighths inch (1 5/8") coax line, respectively.

(b) Use of an approximately 144 square foot area inside of the Lessor's building located at the Antenna Site (the "Building"), such use to be shared with KSUV, for installation, operation and maintenance of Lessee's transmitter, and related broadcasting operations and

associated program, control and monitoring equipment, including, without limitation, as specified in Exhibit "B".

The foregoing antenna, transmission line and other equipment shall be and remain Lessee's property, and are hereinafter referred to as "Lessee's Property". Lessee will be solely responsible for the installation and removal of Lessee's Property, including all expenses associated with such installation and removal. The space on the Tower, in or about the Building (as applicable), and elsewhere on the Antenna Site leased hereunder shall hereinafter be called the "Leased Premises."

2.02 Access. Lessee is hereby granted access to the Leased Premises and the Antenna Site subject to the following:

(a) Building. Subject to the provisions of this Lease, Lessee shall have the right of access 24 hours per day, 7 days per week to the Building for equipment operations, maintenance, inspection, or repair. Lessee may, without the prior consent of Lessor, perform work on Lessee's Property located within the Building so long as such work does not interfere with the operations of the Lessor or any lessee or other user of the Building, if any, and in no event exceeds the amount of space leased to Lessee pursuant to Section 2.01(b) above.

(b) Tower. No employee, agent or contractor of Lessee may climb the Tower or perform work on any of Lessee's Property on the Tower without the Lessor's prior written consent. Subject to the provisions of Sections 8, 10, 11 and 12 hereunder, such consent shall not be unreasonably withheld. Lessor may consider any factors it deems relevant in deciding whether to consent to an employee, agent or contractor of Lessee climbing the Tower or performing non-emergency work on any of Lessee's Property on the Tower, including, without limitation, acknowledgement by the employee, agent or contractor of Lessee that they are aware of, understand and will adhere to the requirements of all relevant statutes, regulations, ordinances or other requirements of any governmental authority having jurisdiction over the Tower (and which govern the work desired to be performed on the Tower) and proof that the employee, agent or contractor of Lessee has procured and is maintaining any and all insurance required hereunder. No employee, agent or contractor of Lessee may climb the Tower or perform work on any of Lessor's equipment or equipment owned by other parties on the Tower or otherwise on the Antenna Site without the prior written consent of the Lessor, which consent shall be in Lessor's sole and unfettered discretion.

Lessor agrees to reasonably cooperate with Lessee in generating a list of contractors that Lessor consents to allow to perform work on the Tower. In the event of an emergency situation, and provided that the information that said contractor has previously provided to Lessor (including, without limitation, insurance certificates) is then current, Lessee shall not be required to obtain Lessor's prior written consent for said contractor performing such emergency work. Notwithstanding the foregoing, Lessee shall be required to notify Lessor of the need for any such emergency work and shall reasonably cooperate with Lessor in coordinating any such emergency work at the Antenna Site.

### 3. PERMITTED USES.

3.01 By Lessee.

(a) The Leased Premises may be used only for broadcasting operations by Lessee associated with the Station (the "Permitted Uses"), including operation on an alternative channel for the Station in the event of its displacement or other authorization by the FCC to operate on a different channel, and for operations incidental thereto.

(b) Except as expressly permitted by this Lease, Lessee shall not construct or install any additional appurtenances or equipment on the Leased Premises.

3.02 By Lessor.

(a) Subject to the rights elsewhere granted to Lessee in this Lease, Lessor reserves the right to use the Tower, at its own expense, as it sees fit, to, without limitation, change the wiring and location of any equipment (including any transmission wires) pertaining thereto (other than Lessee's Property) and to fasten additional equipment thereto for any purpose, including the right to install transmitting antennas of others.

(b) Subject to the rights elsewhere granted to Lessee in this Lease, Lessor shall have the right to use for itself, or to lease to others, the remainder of the Antenna Site (including, without limitation, space on the Tower or in any building constructed by Lessor) for any purpose, including, without limitation, any kind of broadcasting or communication, simultaneous transmissions on AM, FM, SSB, VHF, UHF and/or microwave frequencies, and all rental revenues received therefrom shall belong exclusively to Lessor, subject to Lessor's obligations to Lessee pursuant to Section 11 of this Lease.

(c) Lessor also expressly reserves the right to erect one or more additional towers on the Antenna Site, subject to Lessor's obligations to Lessee pursuant to Section 11 of this Lease.

(d) Notwithstanding anything to the contrary herein, Lessee acknowledges and agrees that the Lessor reserves the right, as Lessor sees fit in its sole discretion, to replace or rebuild an existing tower or the top of any tower, provided, however, that in the event of such tower replacement, Lessor shall provide Lessee with suitable space at the Antenna Site during the construction period to allow Lessee to continue the Permitted Uses and Lessor shall be solely responsible for the costs associated with removing and re-installing the Lessee's Property on the replacement tower.

(e) In no event shall Lessee's rent be abated in any manner during any period of construction of the tower or candelabra so long as Lessee is capable of continuing to operate its equipment with substantially similar signal coverage area from a temporary location on the Antenna Site or another Lessor-owned tower structure. Lessee acknowledges and agrees that it will reasonably cooperate with the Lessor in any actions, filings, or permits, which may be required for Lessor to exercise its rights under this Section 3.02.

4. TERM.

4.01 Term. This Lease shall have an initial term (the "Initial Term") of five (5) years beginning on the Commencement Date. The term of this Lease shall automatically renew, on the same terms and conditions herein contained, for three (3) additional periods (each such period is a "Renewal Term") of five (5) years each, unless Lessee shall provide written notice to Lessor of its intent to not so renew the term of this Lease at least ninety (90) days prior to end of the then-current term. The Initial Term, together with all Renewal Term(s), shall hereinafter be collectively referred to as the "Term." Each consecutive 12-month period beginning on the Commencement Date (or, in the event that the Commencement Date shall occur on a date other than the first day of a month, on the first day of the month immediately following the Commencement Date) shall be referred to as a "Lease Year".

4.02 Exceptions to Term. Notwithstanding the provisions of Section 4.01 or anything to the contrary in this Lease, in the event that Lessor's use of the Antenna Site, or Lessor's Building is subject, as of the Commencement Date, to the terms and provisions of an easement, ground lease, license, or right of way (hereinafter collectively referred to as an "Underlying Lease") which by its terms expires prior to the expiration of the Renewal Terms of this Lease, and which, if expired, would result in Lessor being unable to continue to lease the Leased Premises to Lessee, this Lease shall automatically terminate upon the expiration or sooner termination of the Underlying Lease. Lessor represents and warrants that such underlying Lease does not terminate at any time before January 1, 2007. Lessor agrees that it will not do anything concerning the Underlying Lease to cause the Underlying Lease to be prematurely terminated. Further, Lessor agrees to use commercially reasonable efforts to negotiate a reasonably acceptable option for an extension term of the Underlying Lease with the term thereof expiring on a date no sooner than the end of the Renewal Term of this Lease; provided, however, that in no event shall Lessor be required to commence negotiations more than six (6) months in advance of the scheduled expiration date of the Underlying Lease. For the purposes of only the preceding sentence, Lessor shall be deemed to have used commercially reasonable efforts if Lessor fails to enter into any such extension as a result of a demand by the lessor under the Underlying Lease for either (a) a rental amount, obligation or other consideration which exceeds the aggregate rent to be paid by Lessee and all other tenants to the Lessor during such extension or (b) other material terms and conditions substantially less favorable to Lessor than those contained in the existing Underlying Lease. Lessor hereby warrants and agrees that it shall exercise any renewal or extension options available to it pursuant to any Underlying Lease.

## 5. RENT.

5.01 Base Rent. Commencing on the Commencement Date and thereafter on the first day of each month during the Term of this Lease, Lessee shall pay to Lessor as base rent ("Rent") the following amounts:

- (a) Lease Year One: An amount of Eight Hundred Fifty and 00/100 Dollars (\$850.00);
- (b) Lease Year Two: An amount of One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00);
- (c) Lease Year Three: An amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00),

such rental payments to be made without notice or demand and without any setoff or deduction whatsoever. In addition, Lessee shall pay all sales, use, occupancy or other comparable taxes, assessed or imposed directly upon Lessee from time to time by the State of California or by any other governmental authority upon any payments characterized as "rent" under this Lease. In the event that the Commencement Date does not occur on the first day of a calendar month, Rent for such partial calendar month shall be prorated on a per diem basis. The Rent stated herein shall be increased beginning with the second Lease Year of the Term and every Lease Year thereafter throughout the Term hereunder, by the greater of (i) four percent (4%) or (ii) the increase in the CPI (as defined herein), but in no event greater than ten per cent (10%) annually. As used herein, CPI shall refer to the Consumer Price Index for All Urban Consumers, U.S. City average (1982-84=100) (Series ID: CUUR0000SA0), as provided by the United States Department of Labor, Bureau of Labor Statistics. The first CPI adjustment shall be computed by comparing the CPI value published for the month immediately preceding the month during which the first Lease Year occurs with the CPI value published for the month immediately preceding the month during which the second Lease Year commences. For each subsequent Lease Year, the CPI adjustment shall be calculated by comparing the CPI values published for the same months as those used above (for example, if the first Lease Year commences in February, 2001, the CPI values which will be used in calculating the first CPI adjustment will be those published in January, 2001, and January, 2002, and all future calculations will involve the CPI values for the Januarys of succeeding years). In the event that the CPI values are no longer published, Lessor shall choose a substantially similar index with which to calculate increases.

5.02 Payment of Rentals. Unless otherwise specified herein, Rent and any additional rent to be paid hereunder shall be paid in lawful money of the United States of America in advance on the first day of each month during the Term by mailing payment to the Lessor at American Tower Corporation, Dept. 5305, PO Box 30000, Hartford, CT 06150-5305, or to such other party or address as Lessor may in writing direct.

5.03 Lessee's Taxes. Lessee shall pay all personal property or other taxes (including real estate or other ad valorem taxes) directly assessed or imposed on or attributable to Lessee's Property, and shall cooperate with Lessor to ensure that Lessee's Property is properly separated from property of Lessor or other tenants or users for assessment purposes.

5.04 Lessee's Use of Utilities. Lessee shall be responsible for procurement of and payment for all utility services used solely by Lessee directly to the providers of said utility services. In addition to the payment prescribed under Section 5.01 of this Lease, Lessee shall pay Lessor for a pro rata share of all commonly used utilities (including, without limitation, heat, water, sewer, and janitorial services) provided by Lessor and used by Lessee in connection with the Leased Premises.

5.05 Holding Over. If Lessee remains in possession of the Leased Premises or any part thereof after the expiration of this Lease, such occupancy shall be a tenancy from month to month at a monthly Rent equal to 150% of the monthly installment of Rent for the last full month of the Term of this Lease, plus all other charges or additional rent payable hereunder. The foregoing provisions of this Section 5.05 shall neither be construed to give the Lessee any right to remain in possession of the Leased Premises or any part thereof after such expiration date, nor

to waive any of Lessor's rights under this Lease to collect any direct damages to which Lessor may be entitled.

## 6. AUTHORITY.

6.01 Quiet Enjoyment. Lessor represents and warrants that it has the authority to enter into this Lease, and covenants and agrees that Lessee, upon paying the rents described herein and observing and keeping the covenants, agreements and stipulations of this Lease on Lessee's part to be observed and kept, shall lawfully, peaceably and quietly hold, occupy and enjoy the Leased Premises and all other rights and privileges granted herein, without hindrance, eviction or molestation by Lessor.

6.02 Lessee's Approval. Lessee represents and warrants that it has the full corporate power and authority to enter into and perform this Lease.

## 7. PERMITS.

7.01 Lessee's Permits. Lessee shall obtain, at its sole cost and expense, any and all necessary licenses, permits (including building permits) or other authorizations from such governmental authorities as shall have jurisdiction in connection with the construction, installation, repair, alteration or replacement of Lessee's Property or with any of its activities on the Leased Premises or contemplated by this Lease. Lessee shall furnish Lessor with copies of all such licenses, permits or other authorizations and shall abide by the terms and provisions therein. If, for any reason, any governmental authority should fail to issue, extend or renew a license or permit to Lessee to use the Tower for Lessee's Permitted Uses due to no fault or act (or failure to act) on the part of Lessee, or should prohibit the use of the Tower for such purposes so that the purpose of this Lease is substantially frustrated, then and in those events this Lease shall terminate and, subject to the requirement that Lessee must pay Rent until such time as Lessee's Property is removed from the Leased Premises upon expiration or earlier termination of this Lease, neither party shall have any further obligations to the other hereunder. In the event that such failure to acquire, or loss of, such license or permit has occurred due to the fault or act (or failure to act) on the part of Lessee, then Lessee shall not be relieved of its obligations to make rental payments hereunder until such time as this Lease is terminated in accordance with its terms.

7.02 Lessor's Permits. Except as otherwise provided in Section 7.01, Lessor shall obtain, at its sole cost and expense (except that the expenses associated with any installation, alteration or replacement performed by Lessor solely and directly to accommodate the Lessee's Property shall be borne by the Lessee), any and all necessary licenses, permits (including building permits) or other authorizations from such governmental authorities as shall have jurisdiction in connection with the construction, installation, repair, alteration or replacement of the Tower, the Building or the Antenna Site by Lessor or with any of Lessor's activities thereon contemplated authorizations and shall abide by the terms and provisions therein. Upon Lessee's request, Lessor shall furnish Lessee with copies of such licenses, permits or other authorization.

7.03 Final Zoning Approval. Lessor has obtained all necessary licenses, permits, or other authorizations required to operate its tower business at the Antenna Site. Notwithstanding anything to the contrary herein, in the event that any license, permit, or other authorization required for Lessor's use of, operation of or right to license space to Lessee at the Antenna Site is challenged by any governmental authority or third party as part of any governmental, regulatory or legal proceeding, Lessee acknowledges that (i) Lessor shall reserve the right to withhold its approval of Lessee's installation or modification of its equipment at the Antenna Site until such time as said challenge has been finally adjudicated and Lessor prevails, and, (ii) following prior written notice to Lessor specifically referencing this Subsection, Lessee may elect to install its equipment on the Tower at its sole cost and risk and acknowledges that in the event of a governmental or legal order requiring the removal of Lessee's equipment from the Tower that Lessee shall do so promptly at its sole cost and expense. Lessor shall not be responsible to Lessee for any delay in the construction of the Tower which prevents or delays Lessee's installation on the Commencement Date or requires that Lessee remove its equipment from the Tower, provided that such delay or removal is caused by any governmental action, court order or other similar circumstance which is beyond the reasonable control of the Lessor. In the event that the Lessee is unable to install or utilize its equipment pursuant to any of the circumstances described in this subsection (excluding termination of this Agreement), (i) the Rent shall be abated for any such period of delay or inability of Lessee to operate its equipment from the Antenna Site, and (ii) if Lessee is unable to operate from the Antenna Site for a period of six (6) months or more, Lessee shall have the right (but not the obligation) to terminate this Agreement by written notice to Lessor, effective upon receipt, at any time prior to the date upon which Lessee is authorized by the applicable governmental entity to begin or resume operations from the Antenna Site in accordance with this Agreement. In the event of a final and adverse adjudication by a governmental entity with authority over such matters, which adjudication requires Lessor to remove the Tower or Lessee's equipment from the Tower, this Agreement, following such removal, shall automatically terminate and neither party shall have any further obligation to the other hereunder. Any obligations which accrued prior to such termination shall survive any such termination.

## 8. MAINTENANCE OF LEASED PREMISES AND LESSEE'S PROPERTY.

### 8.01 During Term of Lease.

(a) Lessee, at its sole cost and expense, and subject to the requirements of this Lease, shall maintain and repair Lessee's Property. Lessee shall take all reasonable precautions to avoid interference with or hindrance to the operations of Lessor or any other lessee or user of the Tower and Antenna Site in accordance with Section 11 herein.

(b) Lessor reserves the right, during reasonable hours and following reasonable notice, to enter the Leased Premises for the purposes of inspection. In the event that Lessor, in its sole (but reasonable) discretion, determines that Lessee has not maintained Lessee's Property in accordance with good engineering practices or the rules and regulations of the FCC or as otherwise herein required, and that emergency repairs are necessary, Lessor may, at its sole option but without obligation therefor, enter any portion of the Leased Premises and make such emergency repairs as it deems necessary, and any amount expended by Lessor therefor shall be

reimbursed to it by Lessee promptly following presentation of a statement therefor and shall be deemed additional rent hereunder. For purposes of only the preceding sentence, emergency repairs shall mean any repairs reasonably necessary to prevent the danger of: (i) imminent death, or serious bodily harm, to persons on or about the Antenna Site; (ii) imminent material property damage to, on or about the Antenna Site; or, (iii) interference with Lessor or any other lessee or other user of the Antenna Site (subject to the provisions of Section 11 hereof).

(c) With respect to non-emergency repairs which Lessor reasonably determines that Lessee is required to perform to maintain Lessee's Property, Lessor shall so notify Lessee in writing, reasonably specifying the maintenance and repairs required to be performed by Lessee. In the event that Lessee shall not have performed such maintenance and repairs within thirty (30) days following such written notice, Lessor may, at its sole option but without obligation therefor, make such repairs as it deems reasonably necessary and any amount expended by Lessor therefor shall be reimbursed to it by Lessee within thirty (30) days following presentation of a statement therefor and shall be deemed additional rent hereunder. Lessor shall not be liable for inconvenience, disturbance, loss of business or any other damages to Lessee by reason of repairing Lessee's Property which Lessee has failed to properly maintain hereunder.

(d) Subject to the provisions of Sections 2.02, 10, 11 and 12 hereof, no work (including, without limitation, electrical work) will be performed by Lessee or others in connection with the installation, alteration, or removal of any of Lessee's Property, the utilities serving the Leased Premises or the transmission lines (whether on the Tower or in or to the Building), without the prior, written consent of Lessor, not to be unreasonably withheld or delayed. As a prerequisite to Lessor granting any such consent, Lessee shall comply with the requirements of Section 10.01 below.

(e) Any work to be performed by or on behalf of Lessee in connection with the installation, alteration, maintenance, repair or removal of any equipment on the Tower (including any ascension of the Tower) or in or about the Antenna Site may only be performed by (i) a qualified employee of the Lessee, (ii) a contractor chosen from a list of Lessor's "Qualified Suppliers," if any, or, (iii) a qualified contractor (but in the event of a contractor whose work involves climbing the tower structure, a certified contractor) approved in advance by Lessor. Subject to the provisions of Sections 8, 10, 11 and 12 hereunder, such consent shall not be unreasonably withheld; provided, that Lessor may require proof that the employee, agent or contractor of Lessee has procured and is maintaining any and all insurance required hereunder. Lessee shall be responsible for causing such contractor to deliver to Lessor a certificate of insurance at the coverage limits described in Section 12, naming Lessee and Lessor as additional insured, prior to the commencement of any work on behalf of the Lessee. In any event, no person will be allowed to perform any work on the Tower unless such person is aware of, understands and agrees to adhere to the requirements of all relevant statutes, regulations, ordinances or other governmental requirement governing the Tower.

(f) All work by or on behalf of Lessee shall be carried out (i) in a good and workmanlike manner, (ii) in accordance with good engineering practices and public ordinances, rules and regulations applicable to such work, including, without limitation, any rules, regulations, procedures or guidelines of the Occupational Safety and Health Administration

("OSHA") and/or the Federal Communications Commission ("FCC") implementing the National Environmental Policy Act of 1969, as amended from time to time, pertaining to electromagnetic or radio frequency radiation; (iii) in accordance with Lessor's security and safety procedures with respect to protection of persons and the Antenna Site, and (iv) in accordance with the provisions of subsections (a), (b), (c), (d), and (e) hereof.

(g) Notwithstanding the receipt of the approvals by Lessor as required in this Section, Lessee shall not be relieved of its responsibilities and liabilities for interference or otherwise as herein provided, nor shall said approval be deemed a waiver of any other rights of Lessor under this Lease.

(h) Lessee is not required by any provision herein to construct any improvements on the Leased Premises; accordingly, no lien for materials or services provided to the Leased Premises shall attach to Lessor's interest in the Leased Premises. In the event that any lien shall be filed against any part of the Antenna Site for work claimed to have been done or materials claimed to have been furnished to Lessee, the same shall be discharged by Lessee (by bond, payment or as otherwise provided by law) within thirty (30) days thereafter at Lessee's sole cost and expense, and if Lessee shall fail to take such action as shall cause such lien to be so discharged within such thirty (30) days, Lessor may, at its option but without obligation therefor, discharge the same by payment, deposit or by bonding proceedings. Lessor may, at its option but without obligation therefor, require the lienor to prosecute the appropriate action to enforce the lienor's claim. In such case, Lessor shall give immediate notice to Lessee of such pending action or proceeding so that Lessee may have an opportunity to legally contest or defend the action or proceeding. If, after such notice to Lessee, a judgment is recovered on the claim, Lessor, at its sole option but without obligation therefor, may pay the judgment. Any amount paid or expense incurred or sum of money paid by Lessor (including the total amount claimed by the lienor and reasonable attorney's fees) by reason of the failure of Lessee to comply with the foregoing provisions of this Section, or in defending any such action, shall be paid to Lessor by Lessee within thirty (30) days following presentation of a statement therefor, and shall be treated as additional rent hereunder.

8.02 At Expiration or Termination. At the expiration or sooner termination of the Term, Lessee shall promptly surrender possession of the Leased Premises to Lessor in substantially as good a condition as the same were received on the Commencement Date, reasonable wear and tear and damage by casualty excepted. Following such expiration or sooner termination, Lessee shall execute and deliver to Lessor documents, in recordable form, evidencing the release of any instruments of record evidencing this Lease within fifteen (15) days following receipt by Lessee of such document. In the event Lessee fails to so deliver any such document, Lessee does hereby appoint Lessor as Lessee's attorney-in-fact to execute and deliver any such document Lessor requires. Anything to the contrary herein notwithstanding and unless otherwise agreed to in writing, Lessee shall be and shall remain obligated to make rental and any other payments hereunder until such time as Lessee's Property is removed from the Antenna Site.

8.03 Site Access and Control. Lessor agrees to conform the Tower to meet applicable Federal and State regulations, including FCC, Federal Aviation Administration ("FAA") and

Environmental Protection Agency (“EPA”) regulations as they apply to tower facilities and the operation of broadcasting stations whose facilities produce non-ionizing radio emissions. Lessor will permit the installation of signs by Lessee warning of radiation levels from its facility at appropriate levels on or within the Tower structure so as to be clearly visible by climbing personnel. Lessor will take reasonable steps to prevent unauthorized parties from entering the Leased Premises.

## 9. USE AND MAINTENANCE OF COMMON PREMISES.

9.01 Use of Common Premises. Lessee shall have the non-exclusive right to use, in connection with Lessee's Permitted Uses and in common with Lessor and its licensees, invitees and lessees or other users of the Antenna Site: (a) the primary access road on the Antenna Site from the public highway to the Leased Premises; and, (b) any parking lots, walkways and other common areas situated on the Antenna Site.

9.02. Maintenance of Common Premises. Lessor shall maintain the primary access road, the common areas under Lessor’s control, and the fence around the Tower in good repair. Lessor assumes the obligation and responsibility for complying with the requirements contained in 47 C.F.R.. §17.21 et seq. of the FCC rules and regulations regarding obstruction, marking and lighting of the Tower, subject to FCC approval pursuant to 47 C.F.R. §73.1213. Lessee shall comply with any security and safety policies established by Lessor.

9.03 Maintenance of Tower. Lessor shall maintain the Tower and support systems (including but not limited to foundations and guy wires) in good repair and in good operating condition, including, but not limited to, the painting and lighting thereof, in accordance with the requirements of governmental authorities.

9.04 Maintenance of Building. Lessor shall maintain the Building, including the roof, structure and foundation thereof, and all electrical, mechanical, plumbing, heating, ventilation, and air-conditioning, fire, life-safety and other support systems (other than those installed by Lessee) in good repair and in good operating condition.

9.05 Performance of Work. In the event that Lessor determines that repairs, alterations or improvements are necessary or desirable to the Tower, any building constructed by Lessor or others on the Antenna Site, any common areas, or the spaces of other lessees or other users of the Antenna Site, Lessor may, upon reasonable notice (except for emergency situations, where no such notice shall be required), close entrances, doors, common areas, drive-ways, rights-of-way, service areas, parking areas or any other facilities at its discretion without being liable to Lessee. The closing of entrances, doors, common areas, parking areas, or other facilities for the making of the repairs, alterations or improvements described herein shall, under no circumstances, constitute an eviction of the Lessee or be grounds for termination of this Lease or the withholding of any rental payments or other payments or performances required to be paid or made by Lessee under the terms hereof except as set forth below. Lessor will perform any such repairs, alterations or improvements as expeditiously as possible and in a manner to minimize any loss or damage to Lessee, and shall consult fully with Lessee in advance as to minimization of such loss or change. Lessee shall not be entitled to terminate this Lease nor shall it be entitled

to rent abatement by reason of such repairs, alterations or improvements unless as a result thereof Lessee is unable to operate its services from the Antenna Site with substantially the same signal coverage area for a period of three (3) calendar days.

## 10. ALTERATIONS BY LESSEE.

10.01 Alterations. Lessee shall have the right, at its own cost and expense and subject to the provisions of Sections 2, 8, 11 and 12 hereof, to make changes and alterations to Lessee's Property situated on the Tower or in the Building, including the renovation, replacement or removal of its antenna; provided, however, that such changes or alterations conform with good engineering practices and, if required, have been approved by the FCC and any other authority having jurisdiction over such changes or alterations or over Lessee; and provided further, that plans and specifications are first submitted to and approved, in writing and in advance, by Lessor as provided for elsewhere in this Lease. Lessee shall make no changes in the Tower, equipment or equipment position without the prior written approval of Lessor, in Lessor's good faith discretion. Anything to the contrary herein notwithstanding, in no event may Lessee install or replace any of Lessee's Property on the Tower with any equipment which exceeds the wind-loading requirements and specifications of the equipment permitted under Section 2.01(a) herein.

Before Lessee shall make any changes or alterations to or on the Leased Premises or to or on the Tower, notification of the particulars of such proposed change or alteration, together with full mechanical and electrical engineering details shall be submitted to Lessor and Lessor will be requested to advise in writing Lessee, within twenty (20) business days after receipt of such notification, whether Lessor has any objections thereto based upon the structural limitations of the Tower, provided, that Lessee's existing installation of its antenna on the Tower and related equipment as set forth herein or on attached Exhibits A and B is approved by Lessor by its execution of this Lease. For any other installation, if Lessor shall object within this period to such plans and Lessee is unwilling to alter its plans to meet the objections, the dispute shall be submitted to a structural engineering firm chosen by Lessor and a structural analysis shall be performed. The decision of such structural engineering firm shall be final and binding upon all parties. The reasonable cost of any such analyses shall be borne by Lessee.

The parties hereto acknowledge and agree that this Lease is based upon carefully computed tower loading capacity. If any change or alteration proposed by Lessee in the type, location or positioning of Lessee's Property should, in Lessor's judgment, require a computer or other type of feasibility study to determine Tower loading capacity associated with such proposed change or alteration, such study shall be performed by an engineer approved by Lessor, whose decision shall be final and binding upon both parties. The cost of such study or any other costs reasonably incurred by Lessor in determining the feasibility of any proposed change or alteration in the type, location or positioning of Lessee's Property shall be borne entirely by Lessee and Lessee shall immediately reimburse Lessor for such expense and shall be deemed additional rent hereunder.

10.02 Installation of New Utilities by Lessee. Except as otherwise mutually agreed to in writing by the parties and subject to the required approvals and cooperation of any governmental

authority or public utilities, Lessee shall arrange and be responsible for the installation and provision of additional electrical and telephone lines serving Lessee's Property and the Building. Lessee shall be responsible for procurement of and payment for all utility services used solely by Lessee.

## 11. INTERFERENCE.

11.01 Interference with Lessor, Lessee or Others. In the event that Lessor, Lessee or any other lessee or user of space on the Tower should change their facilities or their mode of operation, or should any such party fail to comply with the Maintenance Standards (as defined herein), and such change or failure to comply results in any objectionable electrical or physical interference (including interference from any other structure erected on the Antenna Site) to the broadcasting operations or other permitted operations of any such parties, the party causing the interference shall, immediately upon notification of such interference and at its sole cost and expense, take all steps as may be reasonably required to correct such interference. All steps taken shall be subject to the provisions of Sections 11.02 and 11.03 of this Lease. If such interference is caused by the failure of the party suffering the interference to comply with the Maintenance Standards (as hereinafter defined) then the party suffering the interference will, at its sole cost and expense, comply with such Maintenance Standards. Any dispute as to the cause of interference, or the steps reasonably required to correct it, arising under this Section, shall be submitted to an independent professional engineer mutually chosen by Lessor and Lessee and such engineer's decision shall be final and binding upon the parties. If such interference is found to be caused by such changed facilities or mode of operation, the fees and charges of the engineer to whom the dispute is referred shall be borne by the party whose changed facilities or mode of operations gave rise to the claimed interference. If such interference is found not to be caused by such changed facilities or modes of operation, the fees and charges of the engineer to whom the dispute is referred shall be borne by the objecting party. Any subsequent lease or agreement made by Lessor with any other person for use of tower space shall contain provisions substantially similar to those provisions contained in this Section 11.

11.02 Interference by Other User. Any new or modified use of the Tower, subsequent to the Commencement Date hereof, pursuant to which Lessor allows any other person to install equipment on or commence operation from any portion of the Antenna Site after the initial installation (or subsequent modification, if any) of Lessee's Property shall provide that should the installation, operation or maintenance of the equipment, or the activities, of such other person cause any objectionable interference with the broadcasting operations of Lessee, then, immediately upon notification to Lessor of such interference, Lessor shall require that such other lessee or user, at its sole cost and expense, shall promptly take such steps as may be reasonably required to correct such interference, including, without limitation, changing frequency, ceasing transmission, reducing power and/or the installation of any filter or other equipment; provided, however, that if such interference is caused by the failure of Lessee to comply with the Maintenance Standards, as hereinafter defined, Lessee will, immediately and at its sole cost and expense, comply with such Maintenance Standards.

11.03. Interference with Prior Users. Should Lessee's Property or its operations (including subsequent modifications, if any) cause any objectionable interference with the

operations of any other pre-existing equipment at the Antenna Site (whether owned by Lessor or a third party), then, immediately upon notification to Lessee of such interference, Lessee, at its sole cost and expense, shall promptly take such steps as may be reasonably required to correct such interference, including, without limitation to, changing frequency, ceasing transmission, reducing power and/or the installation of any filter or other equipment, provided, however, that if such interference is caused by the failure of Lessor or such other lessee to comply with the Maintenance Standards, as hereinafter defined, Lessor will, immediately and at its sole cost and expense, comply with such Maintenance Standards or will use its best efforts to cause such other lessee, immediately and at its own cost and expense, to comply with such Maintenance Standards.

11.04 Definition of "Maintenance Standards". For the purposes of this Lease, compliance with "Maintenance Standards" shall mean that a lessee or user of the Tower shall: (a) maintain and operate its equipment in accordance with the requirements, rules, regulations, procedures and guidelines of any governmental authorities having jurisdiction over such maintenance and operation (including, without limitation, any rules, regulations, procedures or guidelines promulgated by OSHA or those of the FCC implementing the National Environmental Policy Act of 1969, as amended from time to time, pertaining to electromagnetic or radio frequency radiation) and the standards of manufacturers of the equipment; (b) maintain and operate its equipment in accordance with good engineering practices; and, (c) in conjunction with other broadcast or telecommunication entities which may transmit from the Antenna Site, reduce power or terminate its operations temporarily to prevent possible overexposure of worker to RF radiation.

## 12. INSURANCE; DAMAGE.

12.01 Public Liability. Lessee shall procure and maintain comprehensive public liability insurance, from a company licensed to do business in the State or Commonwealth in which the Leased Premises is located, covering all of the Lessee's operations and activities on the Leased Premises, including, but not limited to, the operations of contractors and subcontractors and the operation of vehicles and equipment and including contractual liability, with limits of liability for the first five (5) years of the Term of this Lease of not less than \$2,000,000.00 for injury to or death of one person in any occurrence, not less than \$2,000,000.00 for injury to or death of more than one person in any occurrence, and not less than \$1,000,000.00 to cover property damage, with an liability umbrella of not less than \$5,000,000.00. All policies required herein shall name Lessor as an additional insured and shall require that said policy shall not be cancelled or the policy limits decreased without thirty (30) days prior notice to Lessor. Certificates evidencing such insurance shall be furnished to Lessor within ten (10) days following the Commencement Date and, thereafter, upon Lessor's reasonable request. The amounts specified hereunder shall be revised every five (5) years to such amounts as Lessor may reasonably require upon the advice of its insurance consultants. Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for Lessee, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Lease or relieve Lessee from any obligations under this Lease.

12.02 Contractor Liability. Lessee shall cause all contractors erecting, installing or maintaining Lessee's Property, or performing any other work for Lessee on the Antenna Site, to procure insurance coverage from a company licensed to do business in the State of California in accordance with the coverage limits described above at Section 12.01. All policies required herein shall name Lessor as an additional insured and shall require that said policy shall not be cancelled or the policy limits decreased without thirty (30) days prior notice to Lessor. Certificates evidencing such insurance and naming Lessee and Lessor as additional insured parties, shall be furnished to Lessor in advance of any work being performed at the Antenna Site. Lessee shall be solely responsible and liable to Lessor for Lessee's failure to obtain or deliver to Lessor the required insurance certificates from Lessee's contractor.

12.03 Tower Insurance. Lessor shall procure and maintain physical damage insurance on the Tower in an amount sufficient to repair or replace the Tower, with such coverage to be on an "All Risk" basis, including coverage for the perils of fire, lightning, windstorm, hail, flood (where insurable), earthquake (where insurable), collapse, explosion, aircraft and vehicle damage, vandalism, malicious mischief, riot and civil commotion. Lessor's insurance coverage shall not extend to any of Lessee's Property, and Lessee shall be solely responsible for insurance on such equipment and personal property, together with business interruption insurance.

12.04 Waiver of Certain Damages. Notwithstanding anything to the contrary herein, each party hereby waives the right to recover consequential (including lost profits and business interruption), punitive, exemplary and similar damages against the other party, except to the extent such damages arise from willful misconduct or an intentional breach by a party hereto.

12.05 Waiver of Recovery. Anything to the contrary herein notwithstanding, Lessor and Lessee each hereby waives and releases each other of and from any and all rights of recovery (by way of subrogation or otherwise), claim, action or cause of action against each other, their respective parent entities, affiliated entities and their respective directors, officers, agents, employees, and contractors, for any loss or damage to property and any loss of business resulting therefrom, that may occur in, on or about the Antenna Site, regardless of cause of origin, including negligence of Lessor or Lessee.

12.06 Tower Damage. In the event that the Tower is destroyed or damaged by fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft or other vehicle damage or other casualty (a "Casualty Event"), Lessor shall, unless it shall elect to terminate the term of this Lease and notify Lessee of such termination in writing within thirty (30) days after such Casualty Event, promptly reconstruct or repair the Tower to substantially the same condition as existed before the destruction or damage within six (6) months after such Casualty Event (or such longer time as may be required provided Lessor timely commences such reconstruction or repair and diligently pursues such reconstruction or repair to completion), and upon completion, shall give possession to Lessee substantially the same space leased hereunder. If the Tower is in need of such repair or is so damaged by fire, lightning, windstorm, flood, earthquake, explosion, aircraft or other vehicle damage, collapse or other casualty that reconstruction or repair cannot reasonably be undertaken without dismantling Lessee's Property, then Lessor may, upon giving written notice to Lessee, remove any Lessee's Property and interrupt the signal activity of Lessee. In such event Lessor will use reasonable efforts to have Lessee's Property replaced as

soon as reasonably possible. Lessee will be afforded the right, at Lessee's sole cost and expense, to install temporary facilities pending repairs, provided such temporary facilities do not interfere in any way with the construction, rebuilding or operation of the Tower. Lessor agrees to provide Lessee with alternative space, if available, on the Tower (or if not available on the Tower, on any other available tower space owned or operated by Lessor in the market area, if any) during such reconstruction/repair period. If Lessor elects not to restore the Tower, Lessor may, by notice to Lessee, terminate this Lease as of the date of such Casualty. Should Lessor not substantially restore or replace the Tower in a fashion sufficient to allow Lessee to replace Lessee's Property thereon within six (6) months of the date of casualty (or such longer time as may be required provided Lessor timely commences such reconstruction or repair and diligently pursues such reconstruction or repair to completion), then Lessee may, by notice to Lessor, terminate this Lease on the date which is six (6) months after the Casualty Event. The rent under Section 5.01 shall be abated during any period that the Lessee can not operate its services from the Antenna Site or alternative Lessor-owned site at 80% of its authorized power or at its current height following an event described herein.

### 13. EMINENT DOMAIN.

In the event that the Antenna Site (or any portion of the Antenna Site necessary for the Tower, guy wires or other appurtenances necessary to Lessee's broadcasting operations) is taken, acquired, transferred or condemned pursuant to eminent domain proceedings (or the threat thereof), the obligations of the parties under this Lease shall be terminated as of the date the transfer of title to the Antenna Site (or any portion thereof) pursuant to such taking, acquisition or transfer. Lessor shall be entitled to the entire condemnation award. Lessee may claim and recover from the condemning authority an award for Lessee's moving expenses, business dislocation expenses, Lessee's personal property and fixtures and the unamortized costs of leasehold improvements paid by Lessee, and all other rights in equity to which Lessee is otherwise entitled. If Lessor determines to build a new tower as a replacement for the Tower on the condemned property, Lessor agrees to provide space on the new tower reasonably comparable to the space leased to Lessee pursuant to this Lease on terms reasonably equivalent to the terms of this Lease. Lessee is under no obligation to accept any space provided by Lessor. In the event that this Lease is terminated due to eminent domain proceedings, then Lessee shall be relieved of any further obligations to make any rental payments or performances for any period after the date of such termination of this Lease, and, subject to offset or withholding by Lessor to cover any unpaid additional rent or other authorized charges which may be owed through the date of termination, Lessee shall be entitled to a refund of any and all advance rental sums or deposits which it has paid and which have not been earned by Lessor.

### 14. SUCCESSORS AND ASSIGNMENT.

14.01 Successors. All rights and liabilities herein given to or imposed upon the respective parties hereto shall, to the extent that such are assignable pursuant to the provisions of Section 14.02, extend to and bind the several and respective successors and assigns of the parties hereto.

14.02 Assignment. Lessee may not assign, sublease, sublicense or otherwise transfer all or any interest under this Lease (including, without limitation, diplexing of transmitter outputs, granting of shared use rights, or utilizing digital or analog interconnect facilities for others) without the prior written consent of Lessor, which consent shall be in Lessor's sole discretion. Notwithstanding the foregoing and so long as Lessee is not then in default, Lessee (including successor Lessees) may assign this Lease in its entirety without Lessor's prior consent to: (i) Univision Television Group, Inc. or any of its affiliates or subsidiaries; (ii) any corporation, partnership or other entity which controls, is controlled by or is under common control with Lessee; (iii) any corporation or other entity resulting from the merger or consolidation of Lessee; (iv) any corporation, partnership or other entity, or person which acquires all or substantially all of the assets of Lessee and (v) any corporation or other entity which acquires the FCC license of a broadcast station operating under the terms of this Lease. Any such assignment shall require not less than ten (10) days prior written notice to Lessor and shall include an executed instrument by which such assignee assumes, in full and in writing, the obligations of Lessee under the Lease. In the event that Lessee requests Lessor's consent to any assignment of this Lease, Lessee shall be required to pay Lessor an administrative fee of \$500.00, regardless of whether or not Lessor decides to consent to any such assignment or not. Lessor may assign or transfer this Lease without the consent of Lessee, but shall notify Lessee following any such transfer or assignment.

#### 15. RIGHT TO REMOVE LESSEE'S PROPERTY AT END OF TERM.

Provided Lessee is not in default of its obligations hereunder, upon the expiration of the Term hereof, or in the event either party elects to terminate this Lease in accordance with the provisions herein, Lessee shall have the right to remove Lessee's Property from the Leased Premises (other than any fixtures attached thereto; it being specifically understood and agreed that Lessee's antennas, transmitters, transmission lines and similar broadcasting equipment shall not be deemed fixtures) within ninety (90) days of expiration or other termination of this Lease. Such removal shall be conducted in accordance with Sections 8, 10, 11 and 12 hereof. Lessee shall promptly repair any and all damage caused by such removal. Any of Lessee's Property remaining on the Leased Premises after the expiration of the ninety (90) day period shall be deemed to be the property of Lessor, which Lessor may have removed and/or stored at Lessee's expense.

#### 16. LESSOR'S AND LESSEE'S PROTECTION.

16.01 Default by Lessee. The following shall be considered events of default (each an "Event of Default") under this Lease: (i) if Lessee shall default in making any payment herein provided for, and any such default shall continue for a period of ten (10) business days after written notice is served to Lessee; (ii) if Lessee shall default in the performance of any obligation of Lessee herein (other than payment of money) and any such default shall continue for a period of thirty (30) days after written notice is served to Lessee; (iii) if the Leased Premises or any part thereof shall be abandoned; (iv) if Lessee shall file a voluntary petition in bankruptcy; (v) if Lessee shall file any petition or institute any proceedings under any Insolvency or Bankruptcy Act or any amendment thereto hereafter made seeking to effect its reorganization or a composition with its creditors; (vi) if in any proceedings based on the

insolvency of Lessee or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Lessee or the Leased Premises; (vii) if any proceedings shall be commenced for the reorganization of Lessee; (viii) if the leasehold estate created hereby shall be taken on execution or by any process of law; (ix) if Lessee shall admit in writing its inability to pay its obligations generally as they become due. Upon the occurrence of an event of default, Lessor may, at its option but without obligation therefor, terminate this Lease and declare all amounts due or to become due hereunder immediately due and payable and Lessor's agents and servants may after any such cure period, or at any time thereafter, re-enter the Leased Premises by summary proceedings (or otherwise pursuant to the law), and remove all persons and property therein, without being liable for indictment, prosecution or damage therefor. Lessor may, in addition to any other remedy provided by law or permitted herein, at its option, re-let the Leased Premises (or any part thereof) and, Lessor shall apply any moneys collected first to the payment of expenses of resuming or obtaining possession, and second to the payment of costs of placing the premises in rentable condition (including any leasing commission), and third to the payment of rent due hereunder, and any other damages due to the Lessor. Any surplus remaining thereafter shall be paid to Lessee and Lessee shall remain liable for any deficiency in rental, the amount of which deficiency shall be paid promptly upon demand therefore to Lessor.

Should Lessor re-enter and terminate according to the provisions of this subsection, Lessor may remove and store the Lessee's Property at the expense and for the account of Lessee, without being liable for indictment, prosecution or damage therefor. Alternatively, Lessor may sell, or cause to be sold, Lessee's Property at public sale to the highest bidder for cash, and remove from the proceeds of such sale the costs and expenses of such sale and then any rent or other payment then due Lessor under this Lease. Any disposition of Lessee's Property pursuant hereto shall be made in a commercially reasonable manner within the meaning of the Uniform Commercial Code as in effect in California at the time of such disposition. Lessor shall give ten (10) business days prior written notice to Lessee of any such public sale.

## 17. INDEMNIFICATION.

17.01 Mutual Indemnification. Subject to the limitations described in Sections 17.04 and 19.10 below, each party (the "Indemnifying Party") agrees to indemnify and defend the other party against any claim for damages, losses, liabilities, costs or expenses, including reasonable attorneys' fees, arising (a) out of any breach by the Indemnifying Party of its warranties, representations or covenants under this Lease; (b) out of the use, management or occupancy of the Leased Premises or Antenna Site by the Indemnifying Party, its agents or invitees; (c) out of any acts, omissions, neglect or fault of Indemnifying Party, its agents, servants, contractors, employees, or invitees; (d) out of failure of the Indemnifying Party to comply with any relevant statutes, regulations or ordinances; (e) out of the Indemnifying Party's failure to comply with the Maintenance Standards; and (f) out of the Indemnifying Party's failure to comply with any of its other obligations under the terms of this Lease.

17.02 Procedures for Indemnification. Any party seeking indemnification hereunder ("Indemnified Party") shall provide the Indemnifying Party reasonably prompt notice of known circumstances giving rise to any claim for indemnity and the Indemnifying Party shall have the right and opportunity to undertake the legal defense of such claims. The Indemnified Party and

its counsel may nevertheless participate in (but not control) such proceedings, negotiations or defense at its own expense. In all such cases, the Indemnified Party will give all reasonable assistance to the Indemnifying Party, including making the Indemnified Party's employees and documents available as reasonably requested and without charge.

17.03 Express Negligence. THE FOREGOING INDEMNITIES SET FORTH IN THIS SECTION 17 ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY STATE'S EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE SIMPLE OR GROSS NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES.

17.04 Limitations. Neither party shall be liable or responsible to the other party, or to anyone claiming under or through the other party, for any damage or loss caused by or arising from any claim attributable to any acts or omissions of other lessees or other users of the Tower or the Antenna Site, or for the malfunction or failure of any utility, facility or installation, or for the destruction or damage to the Tower, except to the extent caused by the gross negligence or willful misconduct of such party. Anything to the contrary herein notwithstanding, each party hereto hereby waives the right to recover consequential (including lost profits), punitive, exemplary and similar damages and the multiplied portion of damages except to the extent such damages are suffered by the other party in a third-party proceeding or result from the willful misconduct or gross negligence of a party hereto.

17.05 Survival. The provisions of this Section 17 shall survive the termination of this Lease with respect to any events during the Term, whether or not claims relating thereto are asserted before or after expiration or termination thereof.

## 18. ESTOPPEL CERTIFICATE, ATTORNMENT AND SUBORDINATION.

18.01 Estoppel Certificate. Within ten (10) days after Lessor's request, Lessee shall deliver, executed in recordable form, a certificate to any party designated by Lessor: (a) ratifying this Lease; (b) stating the Commencement Date and expiration date; and (c) certifying, (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated), (ii) that all conditions under this Lease to be performed by Lessor have been satisfied (stating exceptions, if any), (iii) that no defenses or offsets against the enforcement of this Lease exist (or stating those claimed), (iv) the amount of advance rent or security deposit, if any, paid by Lessee, (v) the date to which rent has been paid, and, (vi) such other information as Lessor reasonably requires. Parties receiving such statements shall be entitled to rely upon them. Lessor agrees to execute and deliver a similar declaration within ten (10) days after request by Lessee.

18.02 Attornment. In the event of a sale or assignment of Lessor's interest in the Leased Premises, the Tower or the Antenna Site, or if the Leased Premises, the Tower or the Antenna Site comes into the hands of a mortgagee or any other party (whether because of a mortgage

foreclosure, exercise of a power of sale under a mortgage, or otherwise), Lessee shall attorn to the purchaser or such mortgagee or other party and recognize the same as lessor hereunder, provided that such mortgagee or other party agrees not to disturb Lessee's interest in the Leased Premises arising from the Lease so long as Lessee continues to perform its obligations according to the terms hereof. Lessee shall execute, at Lessor's request, any agreement reasonably required by any mortgagee or other such party confirming such attornment. Following any such attornment, Lessor shall be relieved of any and all liabilities thereafter arising and Lessee agrees to look solely to such Purchaser, Mortgagee or other party as the Lessor hereunder.

18.03 Subordination of Lease. The rights of Lessee hereunder shall be and remain subordinate to the right and lien of any bona fide mortgage or other security interest placed upon the Antenna Site by Lessor during or before the term of this Lease, and if requested by Lessor, Lessee will execute a subordination agreement in customary form pursuant to which any interest Lessee may have in the Leased Premises by reason of this Lease is subordinated to a mortgage lien or other security interest granted in favor of Lessor's lenders. Lessor shall require the lender agree not to disturb Lessee's interest in the Leased Premises arising from this Lease so long as Lessee continues to perform its obligations according to the terms hereof.

18.04 Recordation of Memorandum. At either party's request and expense, each party agrees to execute a memorandum of agreement of this Lease in a form acceptable to both parties, provided that in the event that the Lessee requests that Lessor obtain a memorandum of agreement for any Underlying Lease, Lessee shall be solely responsible for all reasonable costs and expenses incurred by Lessor in its attempt to obtain such execution by the lessor of such Underlying Lease and Lessor shall in no event be required to undertake any additional obligation or accept any condition imposed by the lessor of the Underlying Lease, Lessee, or other authority which Lessor deems, in its sole discretion, to be unacceptable. Lessee agrees to provide Lessor with a certified copy of any such memorandum with five (5) business days following any recordation of such memorandum. In the event that Lessee records a memorandum of agreement of this Lease, Lessee shall, within ten (10) days following the expiration or sooner termination of this Lease and at Lessee's sole cost and expense, deliver to Lessor an executed instrument in recordable form reasonably evidencing such expiration or termination.

## 19. MISCELLANEOUS.

19.01 Relationship of Parties. Nothing contained herein and no acts of the parties herein shall be deemed or construed as creating any relationship between the parties hereto other than the relationship of lessor and lessee or landlord and tenant. Lessee's acceptance of possession of the Leased Premises shall constitute Lessee's acknowledgment and agreement that the Leased Premises are acceptable and reasonably suitable for Lessee's purposes.

19.02 Governing Law. This Lease shall be governed and construed and enforced in accordance with the laws of the State of California and Lessee agrees to submit to the jurisdiction of the courts located in said state for the purpose of any state court actions and/or federal court actions.

19.03 Captions. The captions contained in this Lease are included solely for convenience and shall in no event affect or be used in connection with the interpretation of this Lease.

19.04 Amendments. This Lease only may be amended or modified as may be agreed upon by written instrument executed by the parties hereto.

19.05 Interest and Attorney's Fees. All sums becoming due or payable under this Lease, including all money expended pursuant to the provisions hereof or on account of any default in the performance and observance of any agreements or covenants herein, shall bear interest at the rate of fifteen percent (15%) per annum (or at such lesser rate which is the highest amount permitted by applicable law) from thirty (30) days after the date such sums become due or payable or, in the event one of the parties expends money because of a default by the other, from the date the non-defaulting party delivers written notice that such money was expended.

The prevailing party shall be entitled to its reasonable attorneys' fees and costs to collect any payment or to compel any performance ultimately held to be due under the provisions of this Lease.

19.06 Brokers and Third Parties. Each party represents that it has not had dealings with any real estate broker or other party who may claim a commission or finders' fee with respect to this Lease. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the indemnified party by any broker, finder, or other party with whom the indemnifying party has or purportedly has dealt.

19.07 Notices. All notices, demands and communications of any kind between the Parties, whether obligatory or discretionary under the terms of this Agreement, shall be in writing (including telecopier facsimile or similar writing), addressed to the Party at the address or number set forth below (or to such other address as either Party may request by notifying the other Party in writing) and shall be served upon such other party by: (i) Personal service, whereupon service shall be deemed complete upon such personal service; (ii) Telecopier transmission, whereupon service shall be deemed complete upon sending such telecopier transmission, along with sending a copy of the notice, demand or other communication via the U.S. Postal Service, postage prepaid; (iii) Mailing a copy thereof, postage prepaid, by certified or registered mail (with return receipt requested), whereupon service shall be deemed complete upon delivery or refusal of delivery; or, (iv) Nationally recognized overnight courier service, whereupon service shall be deemed complete upon receipt. The addresses and telecopier numbers to which notices, demands and other communications shall be delivered or sent shall be:

If to Lessor: American Tower Corporation  
Southwest Regional Office  
3411 Richmond Ave., Suite 400  
Houston, TX 77046  
(Attention: Lease Administration)  
Telecopier: (713) 629-1149

With a copy to: American Tower Corporation  
Broadcast Tower Group  
690 Canton Street  
Westwood, MA 02090  
(Attention: Legal Counsel)  
Telecopier: (781) 329-2096

If to Lessee: Caballero Television Texas, L.L.C  
3310 Keller Springs Road  
Suite 105  
Carrollton, TX 75006  
(Attention: General Manager)  
Telecopier: ( ) \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Attention: \_\_\_\_\_)  
Telecopier: ( ) \_\_\_\_\_

or such other address as a party may indicate by written notice as herein provided for.

19.08 Waiver. It is agreed that the waiving of any of the covenants or other provisions of this Lease by either party shall be in writing to be effective, shall be limited to the particular instance and shall not be deemed to waive any subsequent breaches of such covenant or other provision or the breach of any other covenant or other provision herein contained.

19.09 Accord and Satisfaction. Except to the extent set forth in Section 16 hereof, no receipt of money by Lessor after the termination of this Lease or after the service of any notice or after the commencement of any suit reinstates, continues, or extends the term of this Lease or affects any such notice or suit, and no receipt of money by Lessor after any default by Lessee under this Lease or after the service of any notice of any such default cures or otherwise negates such default or affects any such notice of default. The receipt and acceptance by Lessor of less than the full amount of Rent or any other monies due hereunder shall be strictly for the account of Lessee and shall not be considered an accord and satisfaction or an account stated, despite anything to the contrary on such check or in a cover letter accompanying such check.

19.10 Limitation of Liability. Except for the negligence, willful misconduct or breach of this Lease by Lessor, its agents, employees or contractors, Lessor shall not be liable or responsible to Lessee or to anyone claiming under or through Lessee for any loss or damage caused by the acts or omissions of any other tenants or any other users of the Tower or Antenna Site, or for any loss or damage caused by fire, water, bursting pipes, leaking gas, sewage, steam pipes, drains, ice or other materials falling from the Tower or the malfunction of any utility, facility or installation, or by reason of any other existing condition or defect in the Leased Premises; nor shall Lessor be liable or responsible to Lessee for any injury or damage suffered

by Lessee and allegedly caused by technical interference with the Lessee's operations, by the activities of any other lessees or other users of the Antenna Site or any other broadcasters (providing that Lessor has taken any remedial steps required to be taken by Lessor pursuant to the terms of this Lease). Except for Lessor's own acts of negligence or willful misconduct, Lessor shall not be liable to Lessee (or to any other person claiming under or through Lessee) for property damage or personal injury, including death, and then Lessor shall be liable only to the extent of repairing any property of the Lessee which may have been damaged. Lessor shall not be liable under any circumstances except gross negligence or willful misconduct for loss of use, loss of sponsorship or advertising revenue, or any other consequential damages sustained by Lessee and Lessee hereby waives the right to recover punitive, exemplary and similar damages and the multiplied portion of damages except to the extent such damages are suffered by Lessee in a third-party proceeding.

19.11 Partial Invalidity. The invalidity of any provision, clause or phrase contained in this Lease shall not serve to render the balance of this Lease ineffective or void, and the same shall be construed as if such had not been herein set forth.

19.12 Documentary Stamps. Lessor and Lessee shall bear equally the cost of documentary stamps (if any) occasioned by this Lease.

19.13. Rules and Regulations. Lessor may from time to time issue such reasonable rules and regulations in writing which it may consider necessary and desirable. Lessee agrees to abide by such reasonable rules and regulations so long as they do not unreasonably interfere with Lessee's use and occupancy of the Leased Premises or conflict with this Lease.

19.14. Force Majeure. Neither party shall assume responsibility for any losses or damages caused by acts of God, including, but not limited to, wind, lightning, rain, ice, earthquake, floods, or rising water, or by aircraft or vehicle damage. Lessor furthermore assumes no responsibility for losses or damages caused by any person other than employees or agents of Lessor. In the event that either party shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of acts of God (including, but not limited to, wind, lightning, rain, ice, earthquake, flood or rising water), aircraft or vehicle damage or other casualty, unforeseen soil conditions, acts of third parties who are not employees, agents, or contractors of such party, strikes, lock-outs, labor troubles, inability to procure material, failure of power, governmental actions, laws or regulations, riots, insurrection, war or other reasons beyond its control, then the performance of such act shall be excused for the period of delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

19.15. Entire Agreement. This Lease, together with its Exhibits, constitutes and sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous offers, negotiations and agreements (whether oral or written) between the parties (or any of their related entities) concerning the subject matter of this Lease.

19.16 AT & T. Lessor represents that the Antenna Site was acquired by Lessor from AT&T Corp. Due to this, the parties acknowledge and agree that notwithstanding anything to the contrary in this Lease, Lessee agrees that (a) it will not use any frequencies that will interfere with any frequencies then being used by AT&T Corp. ("AT&T") on the commencement date of this Lease, (b) in the event that Lessor notifies Lessee that Lessee's equipment is interfering with a pre-existing use of the AT&T equipment, Lessee shall immediately terminate all interfering operations by correction, disconnection of electric power or a complete shut down of the interfering equipment, (c) in the event that Lessor notifies Lessee that Lessee's equipment is interfering with a pre-existing use of the AT&T equipment and Lessee is unable to operate its equipment without such interference within three (3) days after receipt of such notice, Lessee must remove the interfering equipment from the Tower, and (d) Lessee acknowledges that AT&T is a third party beneficiary of the provisions of subsection (a), (b), and (c).

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, as of the day and year first above written.

ATC Holding, Inc., a Delaware corporation,

By: \_\_\_\_\_  
Robert J. Morgan  
Vice-President

Caballero Television Texas, L.L.C., a Texas limited liability company

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

EXHIBIT "A"

Sketch of Antenna Location on Tower  
and Description of Equipment

EXHIBIT "B"

Sketch Showing Location of Lessee's  
Equipment in Lessor's Building

Document #: 1233118 v.1

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made this \_\_\_ day of \_\_\_\_\_ 200\_, by and between ATC Holdings, Inc., a Delaware corporation ("Lessor"), and Caballero Television Texas, L.L.C., a Texas limited liability company ("Lessee").

### WITNESSETH:

WHEREAS, Lessor is developing, and will own or operate, an approximately 65 foot (above ground level) broadcasting tower (the "Tower"), with the coordinates of 35-26-16 North Latitude, 118-44-28 West Longitude (NAD 83), together with associated improvements erected on the site named Mt. Adelaide, located in or near Bakersfield, California (together with the Tower and associated improvements, the "Antenna Site") and desires to lease space at the Antenna Site for the purpose of Lessee's broadcasting operations; and

WHEREAS, Lessee or its affiliates hold certain licenses issued by the Federal Communications Commission (the "FCC") with respect to KSUV-LP operating on channel 52 [analog] (the "Station") and Lessee wishes to lease space at the Antenna Site for the purpose of KSUV's TV broadcasting operations;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereto agree as follows:

#### 1. LEASE COMMENCEMENT.

1.01 Commencement of Term. The term of this Lease shall commence upon April 1, 2002 (the "Commencement Date").

1.02 Exhibits. All exhibits referred to in this Lease are incorporated herein by reference.

#### 2. DESCRIPTION OF THE LEASEHOLD.

2.01 Leased Premises. Lessor hereby leases to Lessee and Lessee leases from Lessor:

(a) Space on the Tower for the purposes of the installation, operation and maintenance of Lessee's transmitting antenna and transmission line in connection with the operation of the Station and other permitted auxiliary equipment including, without limitation, the equipment described in Exhibit "A" attached hereto. The primary transmission lines shall not exceed one (1) three inch (3") coax line.

(b) Use of an approximately 144 square foot area inside of the Lessor's building located at the Antenna Site (the "Building"), such use to be shared with KMMB, for installation, operation and maintenance of Lessee's transmitter, and related broadcasting operations and

associated program, control and monitoring equipment, including, without limitation, as specified in Exhibit "B".

The foregoing antenna, transmission line and other equipment shall be and remain Lessee's property, and are hereinafter referred to as "Lessee's Property". Lessee will be solely responsible for the installation and removal of Lessee's Property, including all expenses associated with such installation and removal. The space on the Tower, in or about the Building (as applicable), and elsewhere on the Antenna Site leased hereunder shall hereinafter be called the "Leased Premises."

2.02 Access. Lessee is hereby granted access to the Leased Premises and the Antenna Site subject to the following:

(a) Building. Subject to the provisions of this Lease, Lessee shall have the right of access 24 hours per day, 7 days per week to the Building for equipment operations, maintenance, inspection, or repair. Lessee may, without the prior consent of Lessor, perform work on Lessee's Property located within the Building so long as such work does not interfere with the operations of the Lessor or any lessee or other user of the Building, if any, and in no event exceeds the amount of space leased to Lessee pursuant to Section 2.01(b) above.

(b) Tower. No employee, agent or contractor of Lessee may climb the Tower or perform work on any of Lessee's Property on the Tower without the Lessor's prior written consent. Subject to the provisions of Sections 8, 10, 11 and 12 hereunder, such consent shall not be unreasonably withheld. Lessor may consider any factors it deems relevant in deciding whether to consent to an employee, agent or contractor of Lessee climbing the Tower or performing non-emergency work on any of Lessee's Property on the Tower, including, without limitation, acknowledgement by the employee, agent or contractor of Lessee that they are aware of, understand and will adhere to the requirements of all relevant statutes, regulations, ordinances or other requirements of any governmental authority having jurisdiction over the Tower (and which govern the work desired to be performed on the Tower) and proof that the employee, agent or contractor of Lessee has procured and is maintaining any and all insurance required hereunder. No employee, agent or contractor of Lessee may climb the Tower or perform work on any of Lessor's equipment or equipment owned by other parties on the Tower or otherwise on the Antenna Site without the prior written consent of the Lessor, which consent shall be in Lessor's sole and unfettered discretion.

Lessor agrees to reasonably cooperate with Lessee in generating a list of contractors that Lessor consents to allow to perform work on the Tower. In the event of an emergency situation, and provided that the information that said contractor has previously provided to Lessor (including, without limitation, insurance certificates) is then current, Lessee shall not be required to obtain Lessor's prior written consent for said contractor performing such emergency work. Notwithstanding the foregoing, Lessee shall be required to notify Lessor of the need for any such emergency work and shall reasonably cooperate with Lessor in coordinating any such emergency work at the Antenna Site.

3. PERMITTED USES.

3.01 By Lessee.

(a) The Leased Premises may be used only for broadcasting operations by Lessee associated with the Station (the "Permitted Uses"), including operation on an alternative channel for the Station in the event of its displacement or other authorization by the FCC to operate on a different channel, and for operations incidental thereto.

(b) Except as expressly permitted by this Lease, Lessee shall not construct or install any additional appurtenances or equipment on the Leased Premises.

3.02 By Lessor.

(a) Subject to the rights elsewhere granted to Lessee in this Lease, Lessor reserves the right to use the Tower, at its own expense, as it sees fit, to, without limitation, change the wiring and location of any equipment (including any transmission wires) pertaining thereto (other than Lessee's Property) and to fasten additional equipment thereto for any purpose, including the right to install transmitting antennas of others.

(b) Subject to the rights elsewhere granted to Lessee in this Lease, Lessor shall have the right to use for itself, or to lease to others, the remainder of the Antenna Site (including, without limitation, space on the Tower or in any building constructed by Lessor) for any purpose, including, without limitation, any kind of broadcasting or communication, simultaneous transmissions on AM, FM, SSB, VHF, UHF and/or microwave frequencies, and all rental revenues received therefrom shall belong exclusively to Lessor, subject to Lessor's obligations to Lessee pursuant to Section 11 of this Lease.

(c) Lessor also expressly reserves the right to erect one or more additional towers on the Antenna Site, subject to Lessor's obligations to Lessee pursuant to Section 11 of this Lease.

(d) Notwithstanding anything to the contrary herein, Lessee acknowledges and agrees that the Lessor reserves the right, as Lessor sees fit in its sole discretion, to replace or rebuild an existing tower or the top of any tower, provided, however, that in the event of such tower replacement, Lessor shall provide Lessee with suitable space at the Antenna Site during the construction period to allow Lessee to continue the Permitted Uses and Lessor shall be solely responsible for the costs associated with removing and re-installing the Lessee's Property on the replacement tower.

(e) In no event shall Lessee's rent be abated in any manner during any period of construction of the tower or candelabra so long as Lessee is capable of continuing to operate its equipment with substantially similar signal coverage area from a temporary location on the Antenna Site or another Lessor-owned tower structure. Lessee acknowledges and agrees that it will reasonably cooperate with the Lessor in any actions, filings, or permits, which may be required for Lessor to exercise its rights under this Section 3.02.

4. TERM.