

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of February 27, 2014 by and between **Fifth Street Enterprises LLC** ("Buyer") and **Abacus Television** ("Seller").

Recitals

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

WBYD-CA Pittsburgh, PA (FID 68395)

WPTG-CD Pittsburgh, PA (FID 272)

WTOO-CA Altoona, PA (FID 68403)

WWAT-CA Uniontown, PA (FID 257)

WBOA-CD Kittanning, PA (FID 259)

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

AGREEMENT

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1: SALE AND PURCHASE

1.1 **Station Assets**. On the terms and subject to the conditions hereof, on the Closing Date (defined below), Seller shall sell, assign, transfer, convey, and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title, and interest of Seller in and to all assets, properties, interests, and rights of Seller, real and personal, tangible and intangible, that are used or held for use in the operation of the Stations, as set forth herein (the "Station Assets"):

(a) all licenses, permits, applications, and other authorizations issued to Seller by the FCC with respect to the Stations (the "FCC Licenses"), including any renewals or modifications thereof between the date hereof and Closing (defined below), and all licenses, permits, and authorizations issued by any federal, state, or local governmental authority other than the FCC, including without limitation, those described on Schedule 1.1(a);

(b) all of Seller's equipment, transmitter, antenna, cable, and other tangible personal property that are used in or held for use in the ownership or operation of the Stations, listed in Schedule 1.1(b), together with replacements thereof, additions and alterations thereto,

and substitutions therefore (except as such property is designated as an Excluded Asset as defined in Section 1.2 hereto), made between the date hereof and the Closing (the "Tangible Personal Property");

(c) at Buyer's sole discretion, certain of the contracts, agreements, and leases that are used or held for use in the operation of the Station, including without limitation, those that are required for the operation of the Stations in compliance with the FCC's rules and regulations governing Class A television stations ("Contracts"), including real property leased, subleased, or licensed to, Seller, and used or held for use in the operation of the Stations, as amended by Section 7.7 below (including any appurtenant easements and improvements located thereon ("Real Property Leases" together with the Contracts, "Station Contracts"), including without limitation those listed on Schedule 1.1(c);

(d) all of Seller's rights in and to the Stations' intangible property that is used or held for use in the operation of the Stations, including without limitation those listed on Schedule 1.1(d) attached hereto (the "Intangible Property");

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

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

Subject to the terms of this Agreement, the Station Assets shall be transferred to Buyer free and clear of liens, claims, and encumbrances ("Liens"), except for liabilities and obligations arising under the Contracts and FCC Licenses after the Closing Date (collectively, the "Assumed Obligations"), and statutory liens for taxes not yet due and payable (collectively, "Permitted Encumbrances").

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include Seller's cash on hand, cash equivalents, accounts receivables, insurance policies, and any program carriage agreement that extends beyond Closing (the "Excluded Assets").

1.3 Retained Liabilities. Except for the Assumed Obligations, Buyer does not assume and will not be deemed by execution and delivery of this Agreement or any agreement, instrument, or document delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed, any liabilities, obligations, or commitments of Seller of any kind, whether or not disclosed to Buyer, including, without limitation, any liability or obligation of Seller under any contracts.

1.4 Purchase Price. The purchase price to be paid for the Station Assets shall be the sum of Twenty Five Thousand Dollars (\$25,000.00), subject to adjustment pursuant to Section 1.6 (the "Purchase Price"). The Purchase Price shall be paid on the date the FCC Application (as defined below) is filed in cash in immediately available funds pursuant to the written instructions of Seller to be delivered by Seller to Buyer.

1.5 Potential Additional Payment. Until September 22, 2022 or thirty (30) days after the Spectrum Incentive Auction is complete, (the "Additional Payment Window"), if Buyer, at its sole discretion chooses to voluntarily relinquish any spectrum usage rights related to one or more of the Station(s) in exchange for proceeds from the spectrum incentive auction or sells all of its interest in one or more of the Station(s) to a third-party ("Subsequent Sale"), Buyer shall make an additional payment to Seller pursuant to the schedule set forth below ("Additional Payment"). Any merger by Buyer with a third party shall not trigger the Additional Payment requirement. Buyer shall remit any Additional Payment to Seller within sixty (60) business days from Buyer's receipt of the Subsequent Sale proceeds.

(a) Up to \$15,000,000 in cumulative net auction and sale proceeds after adjustment for reasonable transaction costs; Buyer shall pay Seller thirty and one-tenth (30.1) percent of auction or sale revenue.

(b) Between \$15,000,001 and \$18,000,000 in cumulative net auction and sale proceeds after adjustment for reasonable transaction costs; Buyer shall pay Seller twenty-five (25) percent of auction or sale revenue.

(c) Between \$18,000,001 and \$21,000,000 in cumulative net auction and sale proceeds after adjustment for reasonable transaction costs; Buyer shall pay Seller twenty (20) percent of auction or sale revenue.

(d) Between \$21,000,001 and \$24,000,000 in cumulative net auction and sale proceeds after adjustment for reasonable transaction costs; Buyer shall pay Seller fifteen (15) percent of auction or sale revenue.

(e) Between \$24,000,001 and \$27,000,000 in cumulative net auction and sale proceeds after adjustment for reasonable transaction costs; Buyer shall pay Seller ten (10) percent of auction or sale revenue.

(f) Between \$27,000,001 and 30,000,000 in cumulative net auction and sale proceeds after adjustment for reasonable transaction costs; Buyer shall pay Seller five (5) percent of auction or sale revenue.

(g) Amounts above \$30,000,001 in cumulative net auction and sale proceeds after adjustment for reasonable transaction costs; Buyer shall pay Seller twenty (20) percent of auction or sale revenue.

1.6 Prorations.

(a) Except as otherwise contemplated by the TBA, the operation of the Station and the income and operating expenses attributable thereto until 11:59 p.m. on the date preceding the day of Closing (the "Adjustment Time") shall be for the account of Seller and thereafter for the account of Buyer, and income and expenses shall be prorated between Seller and Buyer as of the Adjustment Time in accordance with generally accepted accounting principles, and the Purchase Price shall be adjusted accordingly.

(b) Such prorations shall include all property taxes (except transfer taxes as provided by Section 11.1) music and other license fees, utility expenses, rent, annual regulatory fees payable to the FCC, and similar prepaid and deferred items. Except as otherwise contemplated by the TBA, sales commissions related to the sale of advertisements broadcast on the Station prior to Closing shall be the responsibility of Seller, and sales commissions related to the sale of advertisements broadcast on the Station after Closing shall be the responsibility of Buyer. Prorations and adjustments shall be made at Closing to the extent practicable. As to those prorations and adjustments not capable of being ascertained at Closing, an adjustment and proration shall be made within ninety (90) calendar days after Closing.

1.9 Closing. The consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the "Closing") shall take place on a date to be mutually agreed upon by Buyer and Seller. Prior to Closing, the Parties shall agree upon an allocation of the Purchase Price. At Buyer's sole option, there may be a separate Closing for each Station. Except as otherwise provided herein, Closing shall occur on or before the 10th business day after grant of the FCC Consent(s) by FCC staff action has become a Final Order, and subject to the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Articles 6 or 7 below (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing). The date on which the Closing is to occur is referred to herein as the "Closing Date." For purposes of this Agreement, the term "Final Order" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled, or suspended; with respect to which no timely request for stay, petition for rehearing, appeal, or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari, or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

1.10 Governmental Consents.

(a) Buyer and Seller shall file one or more applications (the "FCC Application") requesting FCC consent to the assignment of one or more of the FCC Licenses from Seller to Buyer (the "FCC Consent") within ten (10) business days from the date a License to Cover Application is filed for an individual Station. At Buyer's sole discretion, a FCC Application may be filed for each individual Station. Seller and Buyer shall diligently prosecute the FCC Application(s) and use their respective best efforts to receive the grant of such FCC Consent(s) as expeditiously as practicable. Each party shall promptly provide the other with a copy of any pleading, order, or other document served on it relating to the FCC Application(s), and shall furnish all information required by the FCC.

(b) Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as such the other may reasonably request in connection with their preparation of any governmental filing hereunder. The FCC Consent is referred to as the "Governmental Consents."

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as follows:

2.1 Organization. Seller is a Sole Proprietorship registered in Pennsylvania and for the period through and including the Closing Date shall validly exist in and under the laws of the Commonwealth of Pennsylvania and have the requisite power and authority to own and operate the Station, to carry on the Station's business as now conducted by it, and to execute, deliver, and perform this Agreement and the documents to be made pursuant hereto.

2.2 Authorization. The execution, delivery, and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Seller (the "Seller Authorization") and do not require any further authorization or consent of Seller. This Agreement and the documents to be made pursuant hereto are legal, valid, and binding agreements of Seller enforceable in accordance with their respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization, or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3 No Conflicts. The execution, delivery, and performance by Seller of this Agreement and the documents to be made pursuant hereto does not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject, and does not require the consent, approval, or authorization, or filing with, any third party or any court or governmental authority, except the Governmental Consents.

2.4 FCC Licenses.

(a) Seller holds the FCC Licenses listed and described on Schedule 1.1(a). Such FCC Licenses constitute all of the authorizations required under the Communications Act of 1934, as amended (the "Communications Act"), or the rules, regulations and policies of the FCC for the present operation of the Station. The FCC Licenses are in full force and effect. The FCC Licenses have not been revoked, suspended, canceled, rescinded, or terminated and have not expired. To the best of Seller's knowledge there is not pending or threatened any action by or before the FCC to revoke, suspend, cancel, rescind, or modify any of the FCC Licenses (other than proceedings relating to FCC rules of general applicability), and there is no order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint pending or threatened against Seller or the Station by or before the FCC. Seller and the Station are in compliance with the FCC Licenses, the Communications Act, and the rules, regulations and policies of the FCC. All filings required to be filed with, and all regulatory fees required to be paid to, the FCC by Seller with respect to the Stations have been timely filed and paid, except as noted in Schedule 1.1(a). All such reports and filings are accurate and complete.

(b) Seller is operating the Stations in compliance with all FCC rules and regulations pertaining to Class A stations including, without limitation, maintaining a public file and broadcasting at least (i) 18 hours per day, (ii) three hours of locally produced programming

per week, and (iii) three hours of regularly scheduled educational and informational children's programming that complies with all commercial limits per week.

(c) The public file for each Station is complete and accurate.

(d) Seller and the Station Assets are in material compliance with all rules and regulations of the Federal Aviation Administration applicable to the Stations.

2.6 Personal Property. Schedule 1.1(b) contains a list of material items of Tangible Personal Property included in the Station Assets. Except as set forth on Schedule 1.1(b), Seller has good and marketable title to the Tangible Personal Property free and clear of liens, claims, and encumbrances ("Liens") other than Permitted Liens (defined below). As used herein, "Permitted Liens" means, collectively, the Assumed Obligations, liens for taxes not yet due and payable, liens that will be released at or prior to Closing, and with respect to the Real Property, such other easements, rights of way, building and use restrictions, exceptions, reservations, and limitations that do not, individually or in the aggregate, in any material respect detract from the value of the property subject thereto or impair the use thereof in the ordinary course of the business of the Stations.

2.7 Contracts. Schedule 1.1(c) contains a list of all Station Contracts used in the operation of the Stations and includes all Station Contracts that are required for the operation of the Stations in compliance with the FCC's rules and regulations governing Class A television stations. Each of the Station Contracts, including without limitation each Real Property Lease, is in effect and is binding upon Seller and, to Seller's knowledge, the other parties thereto. Seller has performed its obligations under each of the Station Contracts in all material respects, and is not in material default thereunder. The Real Property Leases requiring the consent of a third party to assignment are identified with an asterisk on Schedule 1.1(c). Complete and correct copies of each Station Contract, together with all amendments thereto, have been delivered to Buyer by Seller.

2.8 Intangible Property. Seller has all right, title, and interest in and to all trademarks, service marks, trade names, copyrights, and all other intangible property necessary to the conduct of the Stations as presently operated. Schedule 1.1(d) contains a description of all material Intangible Property.

2.9 Station Assets. Except for the Excluded Assets, the Station Assets listed on Schedules 1.1(a), 1.1(b), 1.1(c) and 1.1(d) constitute all the assets used or held for use in the business or operation of the Stations. Seller has good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Encumbrances. At Closing, Seller agrees to transfer to Buyer good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Encumbrances. Seller maintains sufficient insurance policies with respect to the Stations and the Station Assets and will maintain such policies in full force and effect until Closing.

2.10 Environmental. To the best of Seller's knowledge, no hazardous or toxic substance or waste (including without limitation petroleum products) or other material regulated under any applicable environmental, health, or safety law (each a "Contaminant") has been

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

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

2.12 No Finder. Except as previously disclosed by Seller to Buyer, no broker, finder, or other person is entitled to a commission, brokerage fee, or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf. Payment of any broker engaged by Seller shall be Seller's sole cost and expense.

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

2.14 Effect of Representations and Warranties. The effect of Seller's representations and warranties set forth in this Agreement and the schedules and exhibits attached hereto are true and correct as of the date hereof and shall be true and correct on the Closing Date.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows:

3.1 Organization. Buyer is limited liability company duly organized, validly existing, and in good standing under the laws of the jurisdiction of the State of Delaware, and is qualified to do business in the jurisdiction in which the Station Assets are located. Buyer has the requisite power and authority to execute, deliver, and perform this Agreement and the documents to be made pursuant hereto.

3.2 Authority. The execution, delivery, and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Buyer (the "Buyer Authorization") and do not require any further authorization or consent of Buyer. This Agreement and the documents to be made pursuant hereto are legal,

valid, and binding agreements of Buyer enforceable in accordance with their respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization, or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3 No Conflicts. The execution, delivery, and performance by Buyer of this Agreement and the documents to be made pursuant hereto does not conflict with any organizational documents of Buyer or any law, judgment, order, or decree, or result in a breach of any rule or regulation to which Buyer is subject, and does not require the consent, approval, or authorization, or filing with, any third party or any court or governmental authority, except the Governmental Consents.

3.4 Qualifications. To Buyer's knowledge, Buyer is legally, financially, and technically qualified to hold the FCC Licenses under the Communications Act and the rules, regulations, and policies of the FCC as they exist on the date of this Agreement.

3.5 No Finder. No broker, finder, or other person is entitled to a commission, brokerage fee, or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer's behalf. Payment of any broker engaged by Buyer shall be Buyer's sole cost and expense.

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

3.7 Financial Capacity. Buyer has sufficient financial capacity and access to sufficient liquid funds to pay the Purchase Price at Closing.

3.8 Litigation. There is no litigation, claim, proceeding, or governmental investigation pending or, to the best of Buyer's knowledge, threatened, or any order, injunction or decree outstanding, against the Buyer or any of its affiliates that would prevent the consummation of the transactions contemplated by this Agreement.

3.9 Effect of Representations and Warranties. The effect of Buyer's representations and warranties set forth in this Agreement and the schedules and exhibits attached hereto are true and correct as of the date hereof and shall be true and correct on the Closing Date.

ARTICLE 4: SELLER COVENANTS

4.1 Covenants. From the date hereof until Closing, Seller shall:

(a) operate the Stations in the ordinary course of business and keep its books and accounts, records, and files in the ordinary course, and use commercially reasonable efforts to preserve the business and goodwill of the Stations and the Station Assets;

(b) operate the Stations in accordance with the terms of the FCC Licenses and in material and substantial compliance with the Communications Act, FCC rules, regulations, and policies, and all other applicable laws, rules, and regulations, and maintain the Class A FCC License in full force and effect and timely file and prosecute any necessary applications for renewal of the FCC Licenses;

(c) subject to Acts of God, preserve intact the Station Assets and maintain in effect its current insurance policies with respect to the Stations and the Station Assets;

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

(e) cooperate with Buyer to prepare and submit any FCC filings that may reasonable be requested by Buyer. Seller shall further cooperate in timely manner by filing any subsequent amendments that may be requested by FCC staff, provided that Buyer shall bear all expenses associated with such filings and any amendments;

(f) cooperate with Buyer to implement improvements and operational upgrades reasonably necessary to improve the value of the Station(s), complete the digital build out, or resume Station operations in a timely manner, and

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

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

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

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

ARTICLE 5: JOINT COVENANTS

5.1 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except on a confidential basis to the parties'

attorneys, accountants, investment bankers, investors, and lenders, and their respective attorneys for the purpose of consummating the transaction contemplated by this Agreement.

5.2 Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and the parties shall cooperate to make a mutually agreeable announcement.

5.3 Control. Consistent with FCC rules, control, supervision, and direction of the operation of the Stations prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses. The risk of loss of or damage to any of the Station Assets, and the risk of any interruption in one or more of the Station's normal broadcast transmission, shall remain with Seller at all times until 12:01 a.m. local time on the day of Closing, and prior to Closing Seller shall repair and replace any lost or materially damaged Station Assets and restore any interrupted transmission.

5.4 1031 Exchange. Provided that such exchange shall in no event serve to delay or defer the Closing, Buyer and/or Seller may conduct an I.R.S. Section 1031 like kind exchange from or into the assets that are the subject of this Agreement to the fullest extent permitted by law. Each party agrees to cooperate with the other to execute such consents to assignment of this agreement as are reasonably necessary or helpful to conduct this Exchange. The liabilities of the parties under this Agreement will not be affected by this cooperation, and each party will be responsible for its own expenses incurred in connection with such exchange.

5.5 Risk of Loss. Seller shall bear the risk of any loss of or damage to any of the Station Assets at all times until the Effective Time, and Buyer shall bear the risk of any such loss or damage thereafter.

5.6 Consents. The parties shall use commercially reasonable efforts to obtain any third party consents necessary for the assignment of any Station Contracts.

ARTICLE 6: SELLER CLOSING CONDITIONS

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

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

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

6.3 FCC Consent. The FCC Consent shall have been granted by staff action pursuant to delegated authority and such grant shall have become a Final Order.

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

ARTICLE 7: BUYER CLOSING CONDITIONS

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

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

7.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby. The FCC shall not have proposed or adopted a rule or regulation that restricts the ability of the Stations to participate in the Spectrum Incentive Auction or the right of the Stations to be protected in any repacking proceeding following the Spectrum Incentive Auction, provided however, that the Seller and Buyer acknowledge that the right of WPTG-CD and WBOA-CD to participate in the Spectrum Incentive Auction or to be protected in the subsequent repacking is contingent upon the favorable resolution by the FCC of pending Petitions for Reconsideration of the Report and Order in Docket 2-268.

7.3 FCC Consent. The FCC Consent shall have been granted by staff action pursuant to delegated authority, and such grant shall have become a Final Order.

7.4 Stations Operations. The Stations shall each have been issued a Class A license, and each Class A license shall be in full force and effect; the Seller shall be operating the Stations in compliance with all FCC rules and regulations pertaining to Class A stations; and there shall have been no material adverse change in the business or operation of the Stations.

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

7.6 Consents. Seller shall have obtained all consents required for the transfer of the Station Assets.

ARTICLE 8: CLOSING DELIVERIES

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

- (a) a certified copy of the Seller Authorization;
- (b) the Seller Bringdown Certificate;
- (c) an Assignment of FCC Licenses assigning the FCC Licenses to Buyer;
- (d) an Assignment and Assumption of Contracts assigning the Contracts to Buyer;
- (e) a Bill of Sale conveying all Station Assets to Buyer; and
- (f) any other documents and instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets to Buyer, free and clear of Liens, except for Permitted Encumbrances.

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

- (a) the Purchase Price in accordance with the terms of this Agreement;
- (b) a certified copy of the Buyer Authorization;
- (c) the Buyer Bringdown Certificate;
- (d) an Assignment and Assumption of Contracts assuming the obligations arising after Closing under the Contracts; and
- (e) any other documents and instruments of assumption that may be reasonably necessary to assume the Assumed Obligations.

ARTICLE 9: SURVIVAL AND INDEMNIFICATION

9.1 Survival. All representations, warranties, covenants, and agreements contained in this Agreement, or in any document made pursuant hereto, shall survive (and not be affected in any respect by) the Closing, any investigation conducted by any party hereto and any information which any party may receive for twelve (12) months.

9.2 Indemnification.

- (a) From and after Closing, Seller shall defend, indemnify, and hold harmless Buyer from and against any and all losses, costs, damages, liabilities, and expenses, including

reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from:

- (i) any breach or default by Seller under this Agreement;
 - (ii) the Retained Liabilities; or
 - (iii) without limiting the foregoing, the business or operation of the Stations prior to Closing (including any third party claim arising from such operations).
- (b) From and after Closing, Buyer shall defend, indemnify, and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from:
- (i) any breach or default by Buyer under this Agreement;
 - (ii) the Assumed Obligations; or
 - (iii) without limiting the foregoing, the business or operation of the Stations after Closing (including any third party claim arising from such operations).

9.3 Procedures.

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

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

(c) Notwithstanding anything herein to the contrary:

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

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include a release of the indemnified party from all liability in respect of such Claim.

9.4 Limitations. Notwithstanding the foregoing, no claim or claims for a breach of a representation or warranty hereunder that in the aggregate do not equal or exceed Ten Thousand Dollars (\$10,000.00) (the "Threshold") shall be considered Damages under this Section; *provided, however*, that once any claim or claims exceed the Threshold, the indemnified party shall be entitled to first dollar coverage. Further, the aggregate liability of either party for a breach of a representation or warranty hereunder with respect to any Damages shall not exceed Fifty Thousand Dollars (\$50,000.00).

ARTICLE 10: TERMINATION AND REMEDIES

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

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

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

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

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

(iii) does not maintain the Class A license in full force and effect.

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

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

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

(d) by written notice from Buyer to Seller if

(i) the FCC Consent to any FCC Application is not granted within nine (9) months from the date the FCC Application is accepted for filing; or

(ii) the FCC proposes or adopts a rule or regulation that restricts the ability of one or more of the Station(s) not otherwise identified in Section 7.2 above to participate in the Spectrum Incentive Auction or the right of one or more of the Station(s) not otherwise identified in Section 7.2 above to be protected in any repacking proceeding following the Spectrum Incentive Auction.

The term "Cure Period" as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) fifteen (15) calendar days thereafter or (ii) the Closing Date. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, 5.1 (Confidentiality), 5.2 (Announcements), and 11.1 (Expenses) shall survive any termination of this Agreement.

10.2 Specific Performance. Each party acknowledges and agrees that the breach of this Agreement would cause irreparable damage to the other parties hereto and that adequate remedies at law may not be available. Therefore, the obligations of Seller and Buyer under this Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction in the event of a breach or threatened breach of any representation, warranty, covenant or agreement under this Agreement, in addition to any other remedy available to Buyer or Seller. Buyer or Seller shall be entitled to an injunction restraining any such breach or threatened breach and to enforcement of this Agreement by a decree of specific performance requiring Buyer or Seller to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

10.3 Arbitration. THE PARTIES HERETO AGREE THAT ANY DISPUTES BETWEEN THEM RELATING TO THE ADDITIONAL PAYMENT CONTEMPLATED BY THIS AGREEMENT WILL BE SUBJECT TO BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION (THE "RULES"), AND THAT JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATION SHALL BE HEARD BEFORE THREE ARBITRATORS SELECTED IN ACCORDANCE WITH THE RULES. THE PARTIES AGREE TO CONDUCT THE ARBITRATION IN ANY MUTUALLY AGREED UPON LOCATION.

ARTICLE 11: MISCELLANEOUS.

11.1 Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation, and performance of and compliance with the terms of this Agreement, except that the FCC filing fee associated with the FCC Application shall be paid by Buyer.

11.2 Brokerage Fee. Each party will indemnify and hold the other harmless against any claim by any brokers alleging to have worked on behalf of the indemnifying party in connection with the proposed transaction.

11.3 Further Assurances. After Closing, each party hereto shall execute all such instruments and take all such actions as any other party may reasonably request, without payment of further consideration, to effectuate the transactions contemplated by this Agreement.

including, without limitation, the execution and delivery of confirmatory and other transfer documents in addition to those to be delivered at Closing.

11.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Notwithstanding the foregoing, no party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which such consent shall not be unreasonably withheld, except Buyer may, without such consent, assign its rights and obligations under this Agreement to an entity under common control with Buyer, *i.e.*, an entity to which Buyer could assign or transfer an FCC radio station authorization using FCC Form 316, *provided however*, such assignment, whether before or after the Closing, shall not release Buyer from its obligations hereunder. Buyer shall promptly provide to Seller such information about any proposed assignee that Seller may reasonably request.

11.5 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or e-mail transmission confirmed by the named recipient or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller, then to:

Abacus Television
514 Chautauqua Street
Pittsburgh, PA 15214
E-mail: abacuscommco@verizon.net
Attn: Benjamin Perez, Esq.

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

Abacus Television
975 Greentree Road
Pittsburgh, PA 15220
E-mail: abacuscommco@gmail.com
Attn: Station Manager

if to Buyer, then to:

Fifth Street Enterprises LLC
[5670 Wilshire Blvd., Ste. 1300
Los Angeles, CA 90036]
E-mail: rogow@loop.com
Attn: Larry Rogow

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

Wiley Rein, LLP
1776 K St. NW
Washington DC 20006
E-mail: jstewart@wileyrein.com
Attn: Joan Stewart, Esq.

11.6 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal, or unenforceable provision deleted and the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

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

11.8 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, but without regard to the choice of law provisions thereof, and any action or proceeding arising out of this Agreement shall be brought and maintained in the State of Delaware, without any regard to any conflict of law provisions. Buyer and Seller consent to the jurisdiction of courts located in Delaware. BUYER AND SELLER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE.

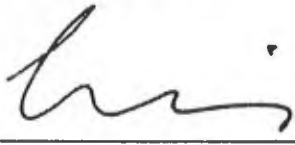
[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER:

Fifth Street Enterprises LLC

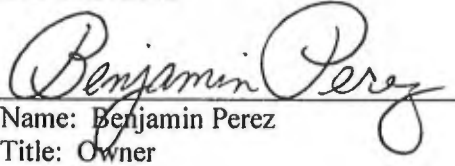
By: 

Name: Lawrence Rogow

Title: Manager

SELLER:

Abacus Television

By: 

Name: Benjamin Perez

Title: Owner