

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (the “Agreement”) is entered into as of this 19th day of November, 2015 (the “Effective Date”), by and between LocusPoint W33BY Licensee, LLC (“LPN W33BY”); LocusPoint W33BY Op, LLC (“LPN Op W33BY”); LocusPoint WBNF Licensee, LLC (“LPN WBNF”); LocusPoint WBNF Op, LLC (“LPN Op WBNF”); LocusPoint WMJF Licensee, LLC (“LPN WMJF”); LocusPoint WMJF Op, LLC (“LPN Op WMJF”); and LocusPoint Networks, LLC (“LPN”) (each individually a “Seller Party” and all collectively “Seller”), each of which is a Delaware limited liability company, and HME Equity Fund II, LLC, a Florida limited liability company (“Buyer”) (Seller and Buyer each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, LPN W33BY is the licensee of Digital Class A television broadcast station W33BY-D, Detroit, MI (FCC Facility ID No. 25722), and holds all of the Federal Communications Commission (“FCC”) licenses associated with the operation of the station, and LPN Op W33BY holds all of the operating assets used solely in connection with the operation of this station (such license and assets collectively, “W33BY”); LPN WBNF is the licensee of Digital Class A television broadcast station WBNF-CD, Buffalo, NY (FCC Facility ID No. 14326), and holds all of the FCC licenses associated with the operation of the station, and LPN Op WBNF holds all of the operating assets used solely in connection with the operation of this station (such license and assets collectively, “WBNF”); and LPN WMJF is the licensee of Digital Class A television broadcast station WMJF-CD, Towson, MD (FCC Facility ID No. 191262), and holds all of the FCC licenses associated with the operation of the station, and LPN Op WMJF holds all of the operating assets used solely in connection with the operation of this station (such license and assets collectively, “WMJF”) (W33BY, WBNF, and WMJF individually a “Station” and collectively the “Stations”). LPN wholly owns and controls LPN W33BY, LPN Op W33BY, LPN WBNF, LPN Op WBNF, LPN WMJF, and LPN Op WMJF.

WHEREAS, on the terms and conditions described herein, Seller desires to sell, and Buyer desires to purchase, the Stations (“Station Assignments”).

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree to the following terms and conditions:

ARTICLE 1: STATION ASSIGNMENT

1.1 **Station Assets**. Subject to the terms and conditions herein contained, on a Station’s Closing Date (as hereinafter defined) Seller shall grant, convey, sell, assign, transfer and deliver to Buyer, all assets of the Station subject to such Closing Date, but excluding the Excluded Assets (collectively with respect to each Station, the “Station Assets”). The Station Assets for each Station shall include, without limitation but excluding the Excluded Assets, the following:

(a) **Licenses and Authorizations.** All licenses, authorizations, permits, applications, and approvals issued or pending with respect to the Station by (i) the FCC (the “FCC Authorizations”), including all applications filed with the FCC in connection with the Station for the Station’s participation in the Auction; (ii) the Federal Aviation Administration (“FAA”); and (iii) any other federal, state or local governmental authorities in connection with the conduct of the business and operation of the Station, as set forth on Schedule 1.1(a) attached hereto.

(b) **Tangible Personal Property.** All machinery and equipment, transmitters, antennas, furniture, fixtures, computers, software, inventory and other tangible personal property (including any associated manufacturer and vendor warranties) used solely in connection with the technical and business operations of the Station, , as listed and described on Schedule 1.1(b) attached hereto, and any additions and improvements thereto prior to the Closing Date (collectively, the “Tangible Personal Property”).

(c) **Real Property.** All right, title and interest of the Seller in owned real property and real property leases (including all interests that the Seller may hold in site license agreements, and ground leases for the use of a transmitter or antenna site) used solely in connection with the conduct of the business and operation of the Station, and which is listed and described on Schedule 1.1(c) attached hereto, along with all of the Seller’s rights (including leasehold rights, if any) to the buildings, improvements and fixtures, rights of way, easements, privileges and appurtenances thereto and any additions or improvements thereto prior to the Closing Date (collectively, the “Real Property”). Each such lease, license or sublease in the Real Property individually a “Real Property Lease” and collectively, the “Real Property Leases.”

(d) **Contracts.** All contracts and agreements that are listed and described in connection with the Station on Schedule 1.1(d) (collectively, the “Assumed Contracts”).

(e) **Intangible Property.** All slogans, trademarks, service marks, trade names, copyrights, call signs, logos, and other designated intangible property used or useful in connection with the conduct of the business and operation of the Station, other than the tradename LocusPoint, including, without limitation, the Intangible Property listed and described on Schedule 1.1(e) attached hereto (collectively, the “Intangible Property”).

(f) **Files and Records.** The Station’s physical and online public inspection file; filings with the FCC relating to the Station which are not available on the Station’s or the FCC’s websites; such other technical information, engineering data, books and records that relate to the Station and Station Assets being conveyed hereunder, including all engineering evaluations, analyses, and other material related to the construction or modification of digital facilities for the Station which are in Seller’s possession; any manuals and data; advertiser and any other customer lists; and lists of present and former suppliers to the Station and Station Assets.

(g) **Claims.** Any and all claims and rights against third parties if and to the extent that they relate to the Station or Station Assets, including, without limitation, all rights under manufacturer and vendor warranties.

(h) **Prepaid Items.** All deposits, reserves, prepaid expenses, and prepaid taxes relating to the Station and Station Assets prorated as of the Closing in accordance with Section 1.4(e) hereof.

1.2 **Excluded Assets.** The following shall be excluded from the Station Assets and retained by the Seller Parties (collectively, the “Excluded Assets”):

(a) **Cash.** All cash, cash equivalents or similar investments such as certificates of deposit, treasury bills and other marketable securities on hand and/or in banks and deposits of Seller.

(b) **Accounts Receivable.** All accounts receivable of Seller and its affiliates arising from the operation of the Station prior to Closing which are outstanding and uncollected as of such Closing (collectively, the “Accounts Receivable”).

(c) **Insurance.** Any insurance policies, intercompany accounts, promissory notes, amounts due from employees, bonds, letters of credit, or other similar items; any cash surrender value in regard thereto of Seller; and any proceeds from insurance claims made by Seller relating to property or equipment included in Station Assets that have been repaired, replaced or restored by Seller prior to the Closing.

(d) **Benefit Plans.** Any pension, profit-sharing or cash or deferred (Section 401(k)) plans and trusts and assets thereof, or any other employee benefit plan or arrangement, and the assets thereof.

(e) **Tax Refunds.** Any interest in and to any refunds of federal, state or local franchise, income or other taxes of Seller for taxes incurred and actually paid by Seller prior to the Closing.

(f) **Excluded Property.** All real property and leasehold interests in real property and all tangible and intangible personal property described on Schedule 1.2(f) and all Tangible Personal Property and Intangible Property of the Seller Parties disposed of or consumed in the ordinary course of business prior to Closing.

(g) **Books and Records.** All corporate financial records, account books, general ledgers, and corporate records (including organizational documents) of the Seller, including tax returns and transfer books, and any books and records which do not relate solely to the Station.

(h) **Employees.** The employees of the Station and of the Seller, except any employees of the Station to whom Buyer chooses at its sole discretion to hire.

(i) **Contracts.** Any contracts or agreements not listed on Schedule 1.1(d)

(j) **Other Excluded Assets.** All other tangible and intangible assets, including leases and other contract rights, of Seller used in connection with the operation of television stations other than the Station.

1.3 **Liabilities.**

(a) **Assets Free and Clear.** The Station Assets shall be transferred by the Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements, equipment leases, and other liens, liabilities and encumbrances of every kind and nature ("Liens"), other than (i) taxes not yet due and payable, (ii) obligations to be performed by Buyer as licensee of the Station on and after the Closing Date under the Real Property Leases and Assumed Contracts, and (iii) any other Liens set forth in Schedule 1.3(a) (collectively, "Permitted Liens").

(b) **Liabilities Assumed and Not Assumed.** Buyer shall assume and undertake to pay, discharge and perform all obligations and liabilities relating to the Real Property Leases, Assumed Contracts, and other Station Assets arising or occurring or which relate to the period on or after Closing (the "Assumed Liabilities"). Buyer shall not assume (i) any obligations or liabilities under the Real Property Leases, Assumed Contracts or other Station Assets relating to the period prior to Closing; (ii) any obligations or liabilities of the Seller relating to any litigation brought against the Seller prior to the Closing; (iii) any obligations or liabilities of the Seller which are unrelated to the Station Assets; (iv) any obligations or liabilities relating to employees of the Seller relating to the period prior to the Closing; (v) any obligations or liabilities relating to the Excluded Assets; (vi) any federal, state or local franchise, income or other taxes of the Seller; or (vii) any other obligations or liabilities of the Seller, including obligations or liabilities arising from the Seller's failure to obtain any required license, permit, or other authorization to conduct the operation of the Station.

1.4 **Purchase Price; Escrow; Payment.**

(a) **Purchase Price.** The aggregate purchase price to be paid for the Station Assets will be Twenty-Three Million Seven Hundred Fifty Thousand Dollars (\$23,750,000.00) (the "Purchase Price"), subject to the adjustment set forth in Section 1.4(e). In addition, Buyer shall assume the Assumed Liabilities. To the extent that Buyer purchases the Stations pursuant to multiple Closings, each such Closing covering one or more Stations, the Parties agree that the portion of the Purchase Price attributable each individual Station ("Station Purchase Price") shall be as set forth in Schedule 1.4.

(b) **Station Purchase Price Allocation.** The Parties agree to use each Station Purchase Price, including all adjustments pursuant to Section 1.4(e) hereof, as the basis for the filing of all returns and reports concerning the purchase transaction(s) contemplated herein, including all federal, state, and local tax returns. The Parties shall negotiate in good faith an allocation of the Station Purchase Price to the Station Assets of each Station acquired hereunder in a manner which complies with Section 1060 of the Internal Revenue Code of 1986, as amended to the date hereof, no later than thirty (30) days after Closing, and each Party shall file returns with the Internal Revenue Service consistent

therewith. In the event the Parties are unable to agree upon such allocations by the thirtieth (30th) day following the Closing Date, then the allocation of the disputed items shall be determined by an accountant acceptable to both Parties or, if they cannot agree on a single accountant, then by a panel of three accountants, one selected by each of the Buyer and Seller and the third selected by their respective accountants. The cost of such dispute resolution shall be equally shared by Buyer and Seller.

(c) **Deposit and Escrow Payment.** On the Effective Date, Buyer shall make a payment of Five Million Nine Hundred Thirty-Seven Thousand Five Hundred Dollars (\$5,937,500.00) ("Escrow Amount") into an escrow account ("Escrow Account") with BNY Mellon as escrow agent (the "Escrow Agent") pursuant to the terms of a Standard Form Escrow Agreement in the form attached hereto as Exhibit A ("Escrow Agreement"). The Escrow Amount will be held in an interest-bearing account and will be disbursed by the Escrow Agent in accordance with the Escrow Agreement. Seller and Buyer shall equally share all fees, costs, and expenses charged by the Escrow Agent pursuant to the Escrow Agreement.

(d) **Payment At and After Closing.** At the Closing for each Station, the Buyer shall pay to Seller the Station Purchase Price for such Station, subject to the adjustment set forth in Section 1.4(e). If the Escrow Amount at any time is equal to or exceeds the aggregate Station Purchase Prices for the remaining Stations for which Closing has not yet occurred, the Parties shall cause a portion of the Escrow Amount to be paid to Seller at the Closing for the next Station for which a Station Assignment is consummated as partial payment of the Purchase Price such that the remaining Escrow Amount following such Station Closing shall be equal to the aggregate Station Purchase Prices for all other remaining Stations for which Closing has not yet occurred. At the Closing of the Station Assignment for the final Station, the Parties shall cause the remaining Escrow Amount to be paid to the Seller in payment or partial payment of the Purchase Price. All payments pursuant to this Article shall be made by in cash by wire transfer of immediately available funds to an account designated by the Party receiving payment, or at such Party's option, by certified check of immediately available funds.

(e) **Adjustment.** All operating income and expenses (including taxes, assessments, and rental payments under Real Property Leases assumed by Buyer, utility bills and other ongoing revenue or costs of usual operation of a Station) shall be prorated as of 12:01 a.m. on the Closing Date for the Closing covering such Station, and an adjustment to the Station Purchase Price shall be made as set forth in this subsection to reflect the principle that all such income and expenses attributable to the operation of the Station before the Closing Date shall be for the account of Seller, and all income and expenses attributable to the operation of the Station on or after the Closing Date shall be for the account of Buyer. For purposes of making the adjustment to a Station Purchase Price pursuant to this Section, Seller shall prepare and deliver a list to Buyer of such operating income and expenses thirty (30) days prior to the anticipated Closing Date, or such earlier or later date as shall be mutually agreed to by Seller and Buyer ("Adjustment List"). The Adjustment List shall set forth each prorated income or expense item that can be reasonably estimated prior to Closing and include the net adjustment ("Pre-Closing Adjustment") to be made to the Station Purchase Price as a result thereof. If the Pre-Closing Adjustment is a

credit to Buyer, then the Station Purchase Price shall be reduced by the amount of the Adjustment. If the Pre-Closing Adjustment is a charge to the account of Buyer, then the Station Purchase Price shall be increased by the amount of the Adjustment. In addition, Buyer shall prepare and deliver a list to Seller within forty-five (45) days following the Closing Date, or such earlier or later date as shall be mutually agreed to by Seller and Buyer (“Post-Closing Adjustment List”). The Post-Closing Adjustment List shall set forth each prorated income or expense item that was not set forth in the Pre-Closing Adjustment and any revisions to the Pre-Closing Adjustment required to cause it to be true and accurate as of the 12:01 a.m. on the Closing Date and shall include any further net adjustment (“Post-Closing Adjustment”) to be made to the Station Purchase Price as a result thereof. If the Post-Closing Adjustment is a credit to Buyer, then Seller shall promptly pay the Post-Closing Adjustment amount to Buyer. If the Post-Closing Adjustment is a charge to the account of Buyer, then Buyer shall promptly pay the Post-Closing Adjustment amount to Seller. In the event that Buyer or Seller objects to the Adjustment List or Post-Closing Adjustment List, respectively, Buyer and Seller will refer the matters under dispute to an independent certified public accounting firm mutually agreeable to Buyer and Seller, whose decision shall be final and whose fees and expenses with respect to each such matter shall be paid by the Party that does not prevail on the matter. If any dispute regarding the Adjustment List cannot be settled prior to the Closing, the Pre-Closing Adjustment shall be waived by both Parties and any adjustment to the Station Purchase Price required by this Section shall be resolved through the Post-Closing Adjustment in accordance with the resolution mechanism set forth in this Section.

ARTICLE 2: FCC CONSENT; CLOSING OF STATION ASSIGNMENTS

2.1 **FCC Consent; Assignment Application.** Within two business days of the Effective Date, the Parties shall execute and file, and the Parties shall diligently prosecute, applications to the FCC (the “Assignment Applications”) requesting the FCC’s consent to the assignment from the appropriate Seller Party to Buyer of the FCC Authorizations pertaining to each Station (the “FCC Consents”). Each Party each shall be responsible for all of its respective costs with respect to the preparation, filing, and prosecution of the Assignment Applications; *provided, however*, that neither Buyer nor Seller shall be required to pay consideration to any third party to obtain the FCC Consents. Buyer shall be responsible for all FCC filing fees associated with the Assignment Applications.

(a) The Parties shall cooperate in good faith to diligently prosecute the Assignment Applications and otherwise use their commercially reasonable best efforts to obtain the FCC Consents as soon as possible; *provided, however*, that neither Party shall be required to appear at any trial-type hearing or to participate in a judicial appeal. The Parties shall oppose any petitions to deny or other objection filed with respect to an Assignment Applications to the extent such petition or objection relates to such Party, at such party’s expense. Neither Buyer nor Seller shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of preventing or materially delaying the receipt of the FCC Consents.

(b) The Parties shall (i) keep each other informed in all material respects and on a reasonably timely basis of any material communication received by such Party from, or given by such Party to, the FCC with respect to this Agreement, the Assignment Applications, or the Station Assignments; (ii) notify each other of all documents filed with or received from the FCC with respect to this Agreement, the Assignment Applications, or the Station Assignments, and provide each other with copies of all such documents if not available through the FCC's website; (iii) furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of the Assignment Applications and any other filings with the FCC in connection therewith; and (iv) cooperate in all respects in connection with this Agreement, the Assignment Applications, and the Station Assignments and in connection with any investigation or other inquiry by or before the FCC related to the foregoing. Each Party shall have the right to review in advance, and to the extent practicable each will consult with the other regarding, all information relating to the Assignment Applications, the Agreement, and the Station Assignments filed with the FCC between the Effective Date and the Closings.

2.2 **Station Assignment Closing.** The consummation of the Station Assignments contemplated in this Agreement (referred to herein as the "Closings") shall occur on one or more dates (the "Closing Dates"), with each Closing covering one or more Stations. The Closing Date for each Station shall occur as soon as practicable but no more than ten (10) business days following the date on which the conditions to Closing set forth in Article 7 and Article 8 hereof shall have either been waived or satisfied with respect to the Station. A Party may not delay its obligation to consummate a Station Assignment by relying on the failure of any condition set forth in Article 7 or Article 8 to be satisfied with respect to the Station if such failure was caused by such Party's failure to act in good faith or to comply in all material respects with its obligations hereunder. The Parties shall use commercially reasonable efforts and diligence to cause all conditions to Closing set forth in Article 7 and Article 8 to be satisfied with respect to each Station no later than ten (10) business days following the date that the FCC issues the FCC Consent for such Station. The Parties agree to cooperate to the extent necessary to obtain the FCC's extension of the effectiveness of the FCC Consent as may be required. The Closing shall be held at the offices of Seller's counsel or by exchange of documents via email, or as the Parties may agree.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the representations and warranties set forth below to Buyer. For the purposes of this Agreement, all reference to the "Knowledge" of Seller, shall mean the actual knowledge of Ravi Potharlanka or William deKay.

3.1 Organization and Authorization.

(a) **Seller Parties.** The Seller has, or shall obtain prior to each Closing, all power and authority to perform all obligations of Seller as of such Closing pursuant to this Agreement. Seller has the power to carry on its business as it is currently conducted. Each of the Seller Parties are duly organized, validly existing, and in good standing under the laws of the state of its organization. With respect to each of the Seller

Parties, (a) each has, or shall obtain prior to each Closings the power and authority to consummate the transactions contemplated hereby for such Closing; (b) the consent or authorization of no other party is required for the performance of the transactions contemplated by this Agreement, except for any consents that have not been obtained by the Effective Date but which will be obtained prior to the applicable Closing; and (c) the performance of the transactions contemplated herein does not contravene any of the organizational documents of a Seller Party. The execution, delivery, and performance of this Agreement by Seller will not constitute a violation of, or conflict with, the Seller Parties' articles of incorporation or bylaws, or other organizational documents.

(b) **No Defaults.** The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby on Seller's part (i) will not violate any statute, regulation, order, injunction, or decree of any federal, state, or local governmental authority or agency which is applicable to Seller; (ii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement or instrument to which a Seller Party is a party or by which a Seller Party may be bound, such that the Seller Party could not sell, transfer, assign, and/or convey the Station Assets of each Station to Buyer; and (iii) have been duly and validly authorized by the Seller Parties, and no other proceedings or actions on the part of the Seller Parties are necessary to authorize the execution and delivery of, or the performance of Seller's obligations under, this Agreement, or to consummate the transactions contemplated hereby, except in the case of (ii) and (iii) any required authorizations or consents that have not been obtained as of the Effective Date but which will be obtained prior to the Closing to which such required authorization or consent applies. This Agreement has been duly and validly executed and delivered by Seller. This Agreement constitutes the legal, valid, and binding obligation of Seller enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

3.2 **Tangible Personal Property.** Except as set forth in Schedule 1.1(b), the Seller Parties own and have, and will have on the Closing Date for a Station, good and marketable title to the Tangible Personal Property of that Station. Each material item of Tangible Personal Property (a) is in working condition and repair, ordinary wear and tear excepted; (b) has been maintained in a manner substantially consistent with generally accepted standards of good engineering practice; and (c) is operating in compliance, in all material respects, with the FCC Authorizations and rules and regulations of the FCC and FAA.

3.3 **Real Property.** The Seller Parties hold no fee simple ownership interests in real property that is being sold to Buyer or contemplated in this sale or conveyance of the Station, except to the extent set forth in Schedule 1.1(c). The Seller Parties hold valid leasehold (or license) interests under the Real Property Leases that are used in the conduct of the business and operations of the Stations, including Real Property Leases for transmitter sites and main studio spaces used in operating the Stations. Seller has received no notice of default under or termination of any Real Property Leases and there is no default by Seller under any Real Property Lease. Seller has made available to Buyer true and correct copies of each Real Property Lease together with all amendments thereto. All real property leases used or useful in the

conduct and operation of the Stations in the manner in which they are being operated are listed on Schedule 1.1(c) hereto. To the Knowledge of Seller, there is no pending condemnation or similar proceeding affecting the Real Property which is subject to the Real Property Leases. Subject to obtaining applicable lessor consents, the Seller Parties have the full legal power and authority to assign their rights under the Real Property Leases to Buyer. To Seller's Knowledge, the Seller Parties' present use of the premises leased in the Real Property Leases ("Leased Premises") is in compliance with all applicable zoning codes or other laws in all material respects. To Seller's Knowledge, the Leased Premises have vehicular access and are served by all utilities required for adequate operation of the Stations. To Seller's Knowledge, all certificates of occupancy and other consents and approvals required to be obtained by the Seller Parties for use of the Leased Premises from any governmental authority, association or board with jurisdiction over the Leased Premises have been issued and are in full force and effect.

3.4 **FCC Authorizations and Other Licenses.** Schedule 1.1(a) hereto contains a true and complete list of the FCC Authorizations and all other licenses, permits, or other authorizations from governmental or regulatory authorities that are required for the lawful conduct of the business and operations of the Stations in the manner that the Stations are presently operated. The FCC Authorizations and other licenses are valid, in full force and effect, and except as set forth on Schedule 1.1(a), are unimpaired by any act or omission of Seller, and not subject to any liens, liabilities, pledges, encumbrances, or claims of any kind other than Permitted Liens or liens that will be released at the Closing for the Station. Seller lawfully holds, and is the sole holder of, each of the FCC Authorizations and the other licenses, permits, and authorizations listed on Schedule 1.1(a), none of which is subject to any restrictions or conditions that would limit in any material respect the operations of a Station, other than (a) as may be set forth on the faces of such FCC Authorizations and other licenses or (b) as may be applicable to substantial segments of the television broadcasting industry. Seller is qualified to be an FCC licensee and, except as set forth on Schedule 1.1(a) hereto, is operating the Stations in material compliance with the FCC Authorizations, the Communications Act of 1934, as amended, and all regulations and published policies of the FCC (the "Communications Laws"). To Seller's Knowledge, the Station is not causing to, or receiving from, any other station harmful interference in a manner that is inconsistent with the Communications Laws. There is not now pending, or, to Seller's Knowledge, threatened, any action by or before the FCC to revoke, cancel, rescind, modify, or refuse to renew any of the FCC Authorizations, and Seller has not received any notice of, and has no Knowledge of, any pending, issued, or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either a Station or Seller.

3.5 **Title Documents.** The instruments to be executed by the Seller Parties and delivered to Buyer at each Closing, including the instruments conveying the Station Assets to Buyer, will transfer good and marketable title to the Station Assets, free and clear of all Liens other than Permitted Liens.

3.6 **Brokers.** Except for Patrick Communications, LLC, whose fees will be paid by Seller, there is no broker or finder or other person who, as a result of any agreement, understanding, or action, would have any valid claim against a Seller Party for a commission or a brokerage fee in connection with the sale of the Stations pursuant to this Agreement.

3.7 **Litigation; Compliance with Law.** There is no litigation relating to the Stations or the Station Assets to which a Seller Party is a party. No Seller Party is subject to any order, writ, injunction, judgment, arbitration, decision, or decree having a binding effect and affecting the business of the Stations or the Station Assets or which restrains or enjoins, or purports to restrain or enjoin, or could reasonably be expected to restrain or enjoin, any of the transactions contemplated hereby, and to Seller's Knowledge no such proceeding is pending. There is no material litigation pending by or against, or, to Seller's Knowledge, threatened against, a Seller Party which relates to the Stations which could materially and adversely affect any of the Station Assets. The Seller, with respect to the Stations, has complied in all material respects with all applicable laws, regulations, orders, or decrees, including the Communications Laws. The present uses by the Seller Parties of the Station Assets do not violate any laws, regulations, orders, or decrees, including the Communications Laws, in any material respect. Seller has no Knowledge of any basis for any claim for compensation or damage or other relief from any violation of the foregoing.

3.8 **Approvals and Consents.** Except for the FCC Consents, Contract Consents, and for such other consents, permits, licenses or approvals that will be obtained prior to the Closings, the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated herein will not require any consent, permit, license or approval of any person, entity or government or regulatory authority. Schedule 3.8 specifies which Assumed Contracts and/or Real Property Leases require (a) notice to, or consent from, a third-party for the consummation of the transactions contemplated herein, or (b) other actions to be taken by Buyer or a Seller Party to assign the Assumed Contracts or Real Property Leases from such Seller Party to Buyer or to prevent the consummation of the transactions contemplated herein from resulting in a breach of such Assumed Contracts ("Contract Consents").

3.9 **Environmental Matters.** (a) The Seller Parties have not, in connection with their business or assets, generated, used, transported, treated, stored, released or disposed of, or to its Knowledge, suffered or knowingly permitted anyone else to generate, use transport, treat, store, release or dispose of any Hazardous Substance (as defined below) in violation of any applicable environmental law; (b) to the Knowledge of Seller, there has not been any generation, use, transportation, treatment, storage, release or disposal of any Hazardous Substance in connection with the conduct of the business of the Stations which has created or might reasonably be expected to create any material liability under any applicable environmental law or which would require reporting to or notification of any governmental entity; (c) to the Knowledge of Seller, no asbestos or polychlorinated biphenyl or underground storage tank is contained in or located at any facility used in connection with its business; and (d) any Hazardous Substance handled or dealt with in any way in connection with the Stations has been, during the time Seller has been the licensee of the Stations, and is being handled or dealt with in all material respects in compliance with all applicable environmental laws. To Seller's Knowledge, the Seller Parties and the Stations are in compliance in all material respects with all environmental, health and safety laws applicable to the Real Property and Station Assets. There is no action, suit or proceeding pending or, to Seller's Knowledge, threatened against any Seller Party or the Stations that asserts that a Seller Party or a Station has violated any environmental, health or safety laws applicable to the Real Property Lease site or Station Assets. "Hazardous Substance" means substances that are defined or listed in, or otherwise classified pursuant to, any applicable laws as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances," or any

other formulation of any applicable environmental law intended to define, list or classify substances by reason of deleterious properties such as ignitibility, corrosiveness, reactivity, radioactivity, carcinogenicity, reproductive toxicity and petroleum and drilling fluids, produced waters and other wastes associated with the exploration, development, or production of crude oil, natural gas or geothermal energy.

3.10 **Taxes.** The Seller Parties have duly, timely, and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll, and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies, and losses required to be paid in connection with the operation of the Stations and the ownership of the Station Assets. To Seller's Knowledge, no event has occurred which could impose upon Buyer any liability for any taxes, penalties, or interest due or to become due from Seller or in relation to the Stations or any Station Assets from any taxing authority that accrued and were due for payment prior to the Closing Date for such Station.

3.11 **Performance of Real Property Leases and Assumed Contracts.** To Seller's Knowledge, the Seller Parties have fully and timely performed all of their obligations pursuant to each of the Real Property Leases and the Assumed Contracts and are not in default or breach of any such agreements. The Seller Parties have not received notice from any party to any Real Property Lease or Assumed Contract that such party contends that a Seller Party is in default or breach under any Real Property Lease or Assumed Contract. Except as set forth on Schedule 1.1(c), each of the Real Property Leases and Assumed Contracts is in full force and effect and, to the Knowledge of Seller, there has not been, and is not, any default or breach under any Real Property Lease or Assumed Contract by the other party to any Real Property Lease or Assumed Contract. Except as set forth in Schedule 1.1(c) attached hereto, there have been no modifications, extensions, or amendments of any of the Real Property Leases or Assumed Contracts, whether oral or written, except as may be contemplated by this Agreement. No Seller Party has been notified by any other party to any Real Property Lease or Assumed Contract that such party has a present intent to terminate or not to renew any Real Property Lease or Assumed Contract.

3.12 **Intellectual Property.** The Seller Parties own or possess, have valid licenses for, or are an authorized user of all Intangible Property. The Seller Parties have not received any notice of infringement of or conflict, nor have any Knowledge of any basis for any such claim, with asserted rights of others with respect to any such intellectual property. To Seller's Knowledge, no third party infringes the Intangible Property of a Seller Party.

3.13 **Absence of Insolvency.** No insolvency proceedings of any character including without limitation, bankruptcy, receivership, reorganization, composition or arrangements with creditors, voluntary or involuntary, affecting Seller or any of the Station Assets, are pending or, to the best Knowledge of Seller, threatened, and Seller has made no assignment for the benefit of creditors, nor taken any action with a view to, or which would constitute the basis for the institution of, any such insolvency proceedings.

3.14 **Accuracy of Representations and Statements.** No representation or warranty made by Seller in this Agreement, and no statement made in any certificate, document, exhibit,

or schedule furnished or to be furnished by Seller in connection with the transaction herein contemplated, contains or will contain any untrue statement of a material fact or, to Seller's Knowledge, omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Buyer in the circumstance under which such representation, warranty, or statement was made.

3.15 **Representations Generally.** Except for the representations and warranties specifically set forth in this Agreement, Seller makes no representation or warranty to Buyer, express or implied.

ARTICLE 4: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Seller:

4.1 **Organization and Standing.** Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, and, at Closing, will be qualified to do business in each state in which a Station is located.

4.2 **Authorization.** Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, and the consent or authorization of no other party is required. Its performance under this Agreement does not contravene its organizational documents or breach any contractual obligation. Buyer has the power to carry on its business as it is currently conducted and as proposed to be conducted. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby on Buyer's part (a) will not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; (b) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Buyer is a party or by which Buyer may be bound, such that Buyer could not acquire or operate the Assets; and (c) have been duly and validly authorized by Buyer, and no other proceedings on the part of Buyer are necessary to authorize the execution and delivery of, or the performance of Buyer's obligations under this Agreement, or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer. This Agreement constitutes the legal, valid, and binding agreement of Buyer enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

4.3 **No Defaults.** The execution, delivery, and performance of this Agreement by Buyer will not (a) conflict with or result in any breach of any provision of the articles of organization, operating agreement, or other similar organizational documents of Buyer; (b) result in a default (or give rise to any right of termination, cancellation, or acceleration) under, or conflict with, any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, agreement, lease, or other instrument or obligation relating to Buyer or its business, except for such defaults (or rights of termination, cancellation, or acceleration) or conflicts as to which requisite waivers or consents have been obtained and delivered to Seller; (c) violate any statute,

regulation, order, injunction, or decree of any federal, state, or local governmental authority or agency which is applicable to Buyer; or (d) require the consent or approval of any governmental authority, lending institution, or other third party other than the FCC Consent.

4.4 **Buyer's Qualification.** Commencing on the Effective Date and at all times through and including the final Closing Date, Buyer is and shall remain legally, financially, and technically qualified to acquire and to become the FCC licensee of the Stations and to perform its obligations under this Agreement. There are no facts which, under the Communications Act of 1934, as amended to date, or the existing rules and regulations of the FCC, would disqualify Buyer as an assignee of the FCC Authorizations. Buyer has and shall have at each Closing Date the financial capacity to satisfy all of Buyer's financial obligations under this Agreement as of such Closing Date, including without limitation, payment of the Station Purchase Price applicable to the Station(s) subject to such Closing Date.

4.5 **Absence of Insolvency.** No insolvency proceedings of any character including without limitation, bankruptcy, receivership, reorganization, composition or arrangements with creditors, voluntary or involuntary, affecting Buyer are pending or, to the best Knowledge of Buyer, threatened, and Buyer has made no assignment for the benefit of creditors, nor taken any action with a view to, or which would constitute the basis for the institution of, any such insolvency proceedings.

4.6 **Litigation.** Buyer is not subject to any order, writ, injunction, judgment, arbitration, decision, or decree having a binding effect and affecting the business of Buyer or which restrains or enjoins, or purports to restrain or enjoin, or could reasonably be expected to restrain or enjoin, any of the transactions contemplated hereby, and no such proceeding is pending. There is no material litigation pending against, or, to the knowledge of Buyer, threatened against Buyer that would prevent or materially impede the consummation by Buyer of the transactions contemplated by this Agreement.

4.7 **Brokers.** There is no broker or finder or other person who, as a result of any agreement, understanding, or action, would have any valid claim against Buyer for a commission or a brokerage fee in connection with the sale of the Station pursuant to this Agreement.

4.8 **Approvals and Consents.** Buyer shall cooperate with the Seller Parties in obtaining any Contract Consents, including providing any financial or credit information which may be requested by a party to an Assumed Contract and/or Real Property Lease in order to consent to the assignment and transfer of an Assumed Contract and/or Real Property Lease. If any Contract Consent is not obtained prior to the Closing Date for the Station to which the Assumed Contract applies, Seller and Buyer shall use their commercially reasonable efforts to obtain such consent as soon as possible after the Closing Date. In addition, Seller and Buyer will cooperate to establish a mutually agreeable arrangement under which Buyer may obtain the benefits and assume the obligations thereunder in accordance with this Agreement until such time as the Contract Consent is obtained and the Assumed Contract is assigned by Seller to Buyer following the Closing.

4.9 **Representations Generally.** Except for the representations and warranties specifically set forth in this Agreement, Buyer makes no representation or warranty to Seller, express or implied.

ARTICLE 5: COVENANTS OF SELLER

The following terms of this Article 5 shall apply to Seller with respect to each Station from the Effective Date until the completion of the Closing for such Station (except as otherwise expressly specified or to the extent a covenant requires performance by a Seller Party following Closing).

5.1 **Station Documents.** The records, files and other documents kept in connection with each Station shall be maintained by Seller in the usual and ordinary manner consistent with standard broadcast industry practice.

5.2 **Maintenance of Equipment.** The Seller Parties shall maintain the Tangible Personal Property included in the Station Assets in accordance with standards of good engineering practice and will replace or repair any of such property which shall be worn out (normal wear and tear excepted), lost, stolen, or destroyed with like property of substantially equivalent kind and value, as Seller shall deem appropriate consistent with past practices.

5.3 **FCC Compliance.** The Seller Parties shall operate and maintain the Stations in accordance in all material respects with the terms of the FCC Authorizations and in material compliance with all applicable laws, including Communications Laws and, specifically, the Communications Laws regarding Class A stations. Seller shall maintain the FCC Authorizations in full force and effect and shall take all actions necessary to so maintain them, including but not limited to the timely filing and prosecution of any renewal applications or other submissions to the FCC. Except as expressly permitted or required herein, Seller will not file any application with the FCC requesting authority to modify the Stations' facilities without Buyer's prior written consent, not to be unreasonably withheld, and Seller shall take all actions necessary to keep the FCC Authorizations, including all material permits and applications pending before the FCC, valid and in full force and effect.

5.4 **Operation of Station in Ordinary Course.** In all material respects, the Seller Parties shall operate the Stations in the ordinary course of business and in accordance with past practice and shall pay and perform all of Seller's obligations with respect to the Stations (including those required under the Assumed Contracts and Real Property Leases) in the ordinary course as such obligations become due.

5.5 **Solicitation.** Until the final Closing Date for the last Station Assignment or until this Agreement is otherwise terminated pursuant to the terms hereof, neither a Seller Party, nor any of its respective principals, directors, officers, agents, or representatives, shall hold any communications, discussions or negotiations with, and shall not, directly or indirectly, solicit, initiate, encourage, induce, or entertain any inquiries or proposals from, discuss or negotiate with, provide any nonpublic information to, or consider the merits of, any inquiries or proposals from any person (other than Buyer) relating to any business combination transaction, purchase or acquisition involving a Station.

5.6 **Disposition of Assets.** No Seller Party shall, without the prior written consent of Buyer, sell, lease, or transfer, or agree to sell, lease, or transfer, any material Station Asset without replacement thereof with an asset of equivalent kind, condition, and value that satisfies industry standards for such assets, nor create any new material Lien on the Station Assets other than Permitted Liens and Liens arising pursuant to, and in accordance with, the terms of this Agreement.

5.7 **Compliance with Law.** Seller shall comply in all material respects with all federal, state, and local laws, rules and regulations, including the Communications Laws, in connection with the operation of the Stations.

5.8 **Access to Facilities, Files and Records.** At the request of Buyer, the Seller Parties shall from time to time give to, or cause to be given to, Buyer reasonable access during normal business hours to its Station Assets; all accounts, books, insurance policies, licenses, agreements, records related to expenses incurred by the Seller Parties to operate the main studio and transmission chain; and contracts and equipment with respect to the Stations; *provided, however*, that all such access shall be scheduled in a manner reasonably acceptable to Seller and shall in no event disrupt the activities and operation of other enterprises co-located with the Station Assets.

5.9 **Representations and Warranties.** Seller shall give detailed written notice to Buyer promptly upon learning of the occurrence of any event that would cause or constitute a material breach, or that would have caused a material breach had such event occurred or been known to Seller prior to the Effective Date, of any of the representations or warranties contained in this Agreement. The Seller Parties shall use commercially reasonable efforts to promptly cure any such breach. Updates provided by Seller to comply with the covenant in this Section will not have any impact on Buyer's conditions to Closing set forth in Article 8 or serve to limit Buyer's right to indemnification hereunder.

5.10 **Consummation of Agreement; Cooperation.** Seller shall use all commercially reasonable efforts to (a) fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to cause the transactions contemplated by this Agreement to be fully carried out as provided herein, and (b) make all filings required to enable the transactions contemplated by this Agreement to be consummated in accordance with all applicable laws. The Seller Parties shall cooperate in the physical transfer of the Station Assets to Buyer's control, including by providing reasonable access to the Station Assets for that purpose.

5.11 **Auction Participation.**

(a) **FCC Form 177.** If the Closing for any Station has not occurred prior to the deadline for the submission to the FCC of an application for the Stations to participate in the Auction (as of the Effective Date, 6 pm Eastern Time on January 12, 2016) ("Auction Application Deadline"), the Parties shall cooperate in the preparation and filing of applications on FCC Form 177 to indicate that any such Station shall participate in the Auction. Any such application shall identify for such Station all available bidding options. Buyer hereby agrees to assume upon Closing for each Station all obligations and elections of

such Station set forth in the Station's FCC Form 177 and to be bound by the Station's actions in the Auction with respect to its FCC Authorization.

(b) **Auction Bidding.** Prior to the Auction Application Deadline, Seller shall retain a qualified third-party bidding consultant to serve as the bidder for the Stations during the Auction. By January 8, 2016, the Parties shall negotiate in good faith and memorialize a reasonable bidding strategy to be used by such third party to place bids for each Station during the Auction under the circumstances set forth herein. Such bidding strategy will include a reserve price for each Station between One Million Dollars (\$1,000,000) and Five Million Dollars (\$5,000,000). If the Closing for a Station does not occur prior to the start of bidding in the reverse auction portion of the Auction, Seller shall instruct the third-party bidding consultant to place the Auction bids for such Station prior to the Closing in a manner consistent with the Parties' agreed upon bidding strategy. The Parties each will pay fifty percent (50%) of the fees of the third-party bidding consultant.

(c) **Quiet Period.** During all times that such rules are applicable, Buyer shall comply with the FCC's anti-collusion rules and policies governing communications between multiple full-power and Class A broadcast television licensees and between full-power and Class A broadcast television licensees' and applicants to participate in the forward auction portion of the Auction, including but not limited to 47 C.F.R. § 1.2205(c).

(d) Notwithstanding anything to the contrary in this Agreement, activities undertaken by Seller in compliance with this Section 5.11 shall not constitute a breach of any representation, warranty, or covenant of Seller herein.

ARTICLE 6: COVENANTS OF BUYER

Buyer covenants and agrees to Seller that from the Effective Date until the completion of Closing:

6.1 **Representations and Warranties.** Buyer shall give detailed written notice to Seller promptly upon learning of the occurrence of any event that would cause or constitute a breach, or would have caused a breach had such event occurred or been known to Buyer prior to the date hereof, of any of the representations and warranties of Buyer contained in this Agreement. Buyer shall use commercially reasonable efforts to cure any such breach. Updates provided by Buyer to comply with the covenant in this Section 6.1 will not have any impact on Seller's conditions to the Closings pursuant to Article 7 or serve to limit the right of Seller to indemnification hereunder.

6.2 **Consummation of Agreement.** Buyer shall use all commercially reasonable efforts to (a) fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to cause the transactions contemplated by this Agreement to be fully carried out as provided herein, and (b) make all filings required to enable the transactions contemplated by this Agreement to be consummated in accordance with all applicable laws.

6.3 **Auction Participation.**

(a) **FCC Form 177.** If the Closing for any Station has not occurred prior to the Auction Application Deadline, the Parties shall cooperate in the preparation and filing of applications on FCC Form 177 to indicate that any such Station shall participate in the Auction, and Seller shall file such application on FCC Form 177. Any such application shall identify for such Station all available bidding options. Buyer hereby agrees to assume upon Closing for each Station all obligations and elections of such Station set forth in the Station's FCC Form 177 and to be bound by the Station's actions in the Auction with respect to its FCC Authorization.

(b) **Auction Bidding.** Prior to the Auction Application Deadline, Seller shall retain a qualified third-party bidding consultant to serve as the bidder for the Stations during the Auction. By January 8, 2016, the Parties shall negotiate in good faith and memorialize a reasonable bidding strategy to be used by such third party to place bids for each Station during the Auction under the circumstances set forth herein. Such bidding strategy will include a reserve price for each Station between One Million Dollars (\$1,000,000) and Five Million Dollars (\$5,000,000). If the Closing for a Station does not occur prior to the start of bidding in the reverse auction portion of the Auction, Buyer shall instruct the third-party bidding consultant to place the Auction bids for such Station following the Closing in a manner consistent with the Parties' agreed upon bidding strategy. The Parties each will pay fifty percent (50%) of the fees of the third-party bidding consultant. If the Closing for a Station occurs after the Auction Application Deadline but at least two business days prior to the scheduled commencement of bidding in the reverse auction portion of the Auction, then Buyer may choose not to utilize the third-party bidding consultant to place bids for such Station.

(c) **Quiet Period.** During all times that such rules are applicable, Buyer shall comply with the FCC's anti-collusion rules and policies governing communications between multiple full-power and Class A broadcast televisions licensees and between full-power and Class A broadcast televisions licensees' and applicants to participate in the forward auction portion of the Auction, including but not limited to 47 C.F.R. § 1.2205(c).

(d) Notwithstanding anything to the contrary in this Agreement, activities undertaken by Buyer in compliance with this Section 6.3 shall not constitute a breach of any representation, warranty, or covenant of Buyer herein.

ARTICLE 7: CONDITIONS TO THE OBLIGATIONS OF SELLER

With respect to the obligations contemplated under this Agreement, the obligations of Seller to consummate the Closing for each Station hereunder are subject to the fulfillment of the following conditions in connection with such Station prior to or on the Closing Date for the Station, unless waived in writing by Seller.

7.1 **Representations, Warranties and Covenants.**

(a) Each of the representations and warranties of Buyer contained in this Agreement with respect to the Station was true and correct in all material respects as of the date when made, and, except for changes expressly permitted or contemplated by this Agreement, is true and correct in all material respects as of the Closing Date for the Station, except to the extent that the failure of the representations and warranties of Buyer contained in this Agreement to be so true and correct at and as of the Closing (or in respect of any representation or warranty that is expressly made as of a specified date, as of such date only) has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Seller; *provided, that*, for purposes of this Section, all materiality or similar qualifiers within such representations and warranties shall be disregarded.

(b) Buyer shall have performed and complied with each and every covenant and agreement required by this Agreement in connection with the Station to be performed or complied with by it prior to or on the Closing Date for the Station, except where the failure to perform or comply would not have a materially adverse effect on Seller or the transactions contemplated hereby.

(c) For purposes of this Agreement, “Material Adverse Effect” shall mean a material adverse effect on the Station Assets of the Station taken as a whole, or the transactions contemplated hereby, but shall specifically exclude any material adverse effect caused by (i) factors affecting the television industry generally or the market in which the Station operates; (ii) general, national, regional or local economic or financial conditions; (iii) changes in law or government regulation; and (iv) the failure to achieve any financial or operational targets, projections, or milestones.

7.2 **Proceedings.** Neither Seller nor Buyer shall be subject to any restraining order or injunction (or similar action) and no action shall be pending which would restrain or prohibit the consummation of the transactions contemplated hereby.

7.3 **FCC Authorizations.** The FCC Consent shall have been issued by the FCC with respect to the Station and shall have been listed on a public notice issued by the FCC.

7.4 **Deliveries.** Buyer has complied with each and every one of its obligations set forth in Section 9.2 with respect to the Station.

ARTICLE 8: CONDITIONS TO THE OBLIGATIONS OF BUYER

With respect to the obligations contemplated under this Agreement, the obligations of Buyer to consummate the Closing for each Station hereunder are subject to the fulfillment of the following conditions in connection with such Station prior to or on the Closing Date for the Station, unless waived in writing by Buyer.

8.1 **Representations, Warranties and Covenants.**

(a) Each of the representations and warranties of Seller contained in this Agreement with respect to the Station was true and correct in all material respects as of the date when made and, except for changes expressly permitted or contemplated by this Agreement, is true and correct in all material respects as of the Closing Date for such Station, except to the extent that the failure of the representations and warranties of Seller contained in this Agreement to be so true and correct at and as of the Closing (or in respect of any representation or warranty that is expressly made as of a specified date, as of such date only) has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Buyer or the Station Assets of the Station; *provided that*, for purposes of this Section, all materiality or similar qualifiers within such representations and warranties shall be disregarded.

(b) The Seller Parties shall have performed and complied with each and every covenant and agreement required by this Agreement in connection with the Station to be performed or complied with by it prior to or on the Closing Date for the Station except where the failure to perform or comply would not have a Materially Adverse Effect on Buyer, the Station Assets of the Station, or the transactions contemplated hereby.

8.2 **Proceedings.** Neither a Seller Party nor Buyer shall be subject to any restraining order or injunction (or similar action) and no action shall be pending which would restrain or prohibit the consummation of the transactions contemplated hereby.

8.3 **FCC Authorizations.** The FCC Consent shall have been issued by the FCC with respect to the Station and shall have been listed on a public notice issued by the FCC.

8.4 **Deliveries.** The Seller Parties shall have complied with each and every one of the obligations set forth in Section 9.1 with respect to the Station.

8.5 **Contract Consents.** The Seller Parties shall have obtained and delivered to Buyer all of the Contract Consents for the Real Property Leases for the Station.

8.6 **Liens.** No Liens (other than Permitted Liens) shall exist or have been filed or recorded against the Station Assets of the Station in the public records of the Secretary of State of Delaware or in any other jurisdiction in which the Station Assets of the Station are located. Duly executed UCC releases, mortgage terminations or other similar documents or instruments required to transfer the Station Assets of the Station free and clear of Liens (other than Permitted Liens) shall have been delivered by Seller.

ARTICLE 9: ITEMS TO BE DELIVERED AT CLOSING

9.1 **Deliveries by Seller.** At the Closing for a Station, the Seller Parties participating in such Closing shall deliver to Buyer, duly executed by the appropriate Seller Party or Seller Parties or such other signatory as may be required by the nature of the document, the following:

(a) a certificate, dated as of the Closing Date for the Station and executed by Seller, certifying on behalf of Seller and the applicable Seller Parties that the closing conditions specified in Article 8 in connection with such Station have been satisfied in all material respects;

(b) a bill of sale sufficient to sell, convey, transfer and assign the Station Assets of such Station (other than the FCC Authorizations, assumed Real Property Leases, and Assumed Contracts) to Buyer free and clear of any Liens (other than Permitted Liens), substantially in the form attached hereto as Exhibit B (the “Bill of Sale”);

(c) an Assignment and Assumption Agreement sufficient to sell, convey, transfer and assign the Assumed Contracts in connection with the Station to Buyer free and clear of any Liens (other than Permitted Liens), substantially in the form attached hereto as Exhibit C (the “Assumed Contracts Assignment and Assumption Agreement”);

(d) an Assignment and Assumption Agreement sufficient to assign the FCC Authorizations applicable to the Station to Buyer, substantially in the form attached hereto as Exhibit D (the “FCC Authorizations Assignment and Assumption Agreement”);

(e) assignments of any Real Property Leases in connection with the Station in substantially in the form attached hereto as Exhibit E (the “Lease Assignment and Assumption Agreement”); and

(f) the Contract Consents for the Real Property Leases with respect to the Station.

9.2 **Deliveries by Buyer.** At the Closing for a Station, Buyer shall deliver to Seller with respect to the Station, duly executed by Buyer or such other signatory as may be required by the nature of the document:

(a) a certificate for Buyer, dated as of the Closing Date, executed by an officer or other authorized representative of Buyer, certifying on behalf of Buyer that the closing conditions specified in Article 7 have been satisfied;

(b) the payment of the Station Purchase Price in accordance with Section 1.4;

(c) the Bill of Sale for the Station;

(d) the Assumed Contracts Assignment and Assumption Agreement for the Station;

(e) the FCC Authorizations Assignment and Assumption Agreement for the Station;

(f) the Lease Assignment and Assumption Agreements for the Station;

(g) a release addressed to the Escrow Agent in the form set forth in the Escrow Agreement authorizing disbursement to Seller of the Escrow Amount (or pro rata portion thereof, if applicable, as provided in Section 1.4(d) above); and

(h) certified copies of resolutions, duly adopted, which shall be in full force and effect at the time of Closing, authorizing the execution, delivery and performance

by Buyer of this Agreement as it relates to the Station, and the consummation of the transactions contemplated hereby.

ARTICLE 10: SURVIVAL AND INDEMNITY

The rights and obligations of Buyer and Seller under this Agreement shall be subject to the following terms and conditions:

10.1 **Survival of Covenants, Representations, and Warranties.** Except as stated below, the representations and warranties of Buyer and Seller contained in this Agreement shall survive the Closing with respect to a Station for twelve (12) months from the Closing Date for the Station. Except as stated below, neither Seller nor Buyer shall have any liability whatsoever with respect to any representation or warranty unless a claim is made hereunder or an action at law or in equity is commenced prior to expiration of the 12-month survival period for such representation or warranty. The covenants and agreements of Buyer and Seller contained in this Agreement, hereto shall survive until fully completed or the expiration of any applicable statute of limitations, whichever is earlier.

10.2 **General Agreement to Indemnify.** Seller on the one hand, and Buyer on the other hand, shall indemnify, defend and hold harmless each other and any employee, representative, agent, director, officer, affiliate or permitted assign of each other (each, an “Indemnified Party”) from and against any and all claims, actions, suits, proceedings, liabilities, obligations, losses and damages, amounts paid in settlement, interest, costs and expenses (including reasonable attorneys’ fees, court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) (collectively, “Losses”) asserted against, incurred or suffered by any Indemnified Party as a result of, arising out of, or relating to: (i) the failure of any representation or warranty of the Indemnifying Party made in the Agreement to have been true and correct in all material respects when made or as of the Closing Date for the Station as though such representation or warranty were made at and as of the Closing Date, except for changes expressly contemplated by or permitted by this Agreement or (ii) the breach by the Indemnifying Party of any covenant or agreement of such Party contained in this Agreement, including the Exhibits and Schedules hereto, to the extent not waived by the other Party hereto. Purchase Price Adjustments made pursuant to Section 1.4(e) of this Agreement shall not be included in any calculation of Party’s total “Losses” for purposes of meeting the Loss threshold provided in Section 10.4. Except with respect to amounts paid in satisfaction of Third-Party Claims, the term “Losses” is expressly limited to such Party’s out-of-pocket costs and expenses, including interest, and does not and shall not include consequential or punitive damages.

10.3 General Procedures for Indemnification.

(a) The Indemnified Party seeking indemnification under this Agreement shall promptly notify in writing the Party or Parties from whom indemnification is sought (the “Indemnifying Party”) of the assertion and basis of any claim, or of the commencement and basis of any action, suit or proceeding by any third party in respect of which indemnity may be sought hereunder (a “Third-Party Claim”) and will give the Indemnifying Party such information with respect thereto as the Indemnifying Party may

reasonably request, but failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (unless the Indemnifying Party has suffered material prejudice by such failure). The Indemnifying Party shall have the right, but not the obligation, exercisable by written notice to the Indemnified Party within thirty (30) days of receipt of notice from the Indemnified Party of the commencement of a Third-Party Claim, to assume the defense and control the settlement of such Third-Party Claim that involves (and continues to involve) solely money damages.

(b) Whether or not the Indemnifying Party chooses to defend or prosecute any Third-Party Claim, the Parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

(c) The Indemnifying Party or the Indemnified Party, as the case may be, shall have the right to participate in (but not control), at its own expense, the defense of any Third-Party Claim that the other is defending, as provided in this Agreement.

(d) Without the Indemnified Party's prior written consent, the Indemnifying Party, if it has assumed the defense of any Third-Party Claim as provided in this Agreement, shall not consent to, or enter into, any compromise or settlement of, or consent to the entry of any judgment arising from, any such Third-Party Claim to the extent that such compromise, settlement, or judgment (i) commits the Indemnified Party to take, or to forbear to take, any action or (ii) does not provide for a complete release by such third party of the Indemnified Party. If the conditions set forth herein are met but the Indemnified Party refuses to settle any Third-Party Claim, the Indemnifying Party may tender the settlement amount and be relieved of further liability.

(e) The Indemnifying Party shall not be entitled to require that any action be brought against any other person before action is brought against it hereunder by the Indemnified Party but shall be subrogated to any right of action to the extent that it has paid or successfully defended against any Third-Party Claim.

10.4 Limitations. Neither Party shall be required to indemnify the other Party under this Article 10 unless (a) written notice of a claim under this Article 10 was received by an Indemnifying Party within twelve (12) months following the Closing for the Station to which such claim relates and (b) the aggregate claim for Losses under this Agreement exceeds Two Hundred Fifty Thousand Dollars (\$250,000) ("Basket"), after which the Indemnified Party shall be entitled to recover only such portion of the Losses that exceed such amount. Notwithstanding the foregoing, the maximum aggregate liability to either Party pursuant to this Article 10 shall not exceed Two Million Dollars (\$2,000,000). In calculating the amount of Losses to Buyer or Seller under Section 10.2 above, such Losses shall be reduced by any recovery from any third party (including insurance proceeds) by the Party suffering such Losses as a result of the facts or circumstances giving rise to the Losses. Notwithstanding the foregoing, no Indemnifying Party shall be liable to any Indemnified Party for special, indirect, consequential or lost profits, diminution in value or any damages based on earnings, except to the extent such damages are payable to a third party.

10.5 **Exclusive Remedy.** Following Closing, the right to indemnification, defense, hold harmless, payment or reimbursement provided in this Article 10 will be the exclusive remedy of any Party with respect to Losses in connection with the transactions contemplated by this Agreement.

ARTICLE 11: TERMINATION

11.1 **Termination.** This Agreement may be terminated with respect to one or more Stations prior to the Closing for such Stations, as set forth below:

(a) Buyer and Seller may mutually agree to terminate this Agreement with respect to any or all Stations by mutual written consent;

(b) Seller may terminate this Agreement with respect to any or all Stations by written notice to Buyer if Buyer (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by Buyer on or before the Closing Date for each Station in any material respect; (ii) breaches in any material respect of any of Buyer's representations or warranties (including without limitation Buyer's representation in Article 4 regarding its financial ability to fulfill its financial obligations under this Agreement, which shall not be subject to the Cure Period); or (iii) defaults in any material respect in the performance of any of Buyer's covenants or agreements under this Agreement; and in any of which events (i)-(iii) such breach or default, individually or in the aggregate has a Material Adverse Effect on the Seller and is not cured by Buyer within the Cure Period (as defined below), if applicable;

(c) Buyer may terminate this Agreement with respect to a Station by written notice of Buyer to Seller if Seller (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by Seller on or before the Closing Date for such Station in any material respect; (ii) breaches in any material respect any of Seller's representations or warranties relevant to the Station; or (iii) defaults in any material respect in the performance of any of Seller's covenants or agreements under this Agreement relevant to the Station; and in any of which events (i)-(iii) such breach or default individually or in the aggregate has a Material Adverse Effect on the Buyer or the Station Assets of the Station and is not cured by Seller within the Cure Period, if applicable;

(d) by written notice of Seller to Buyer, if the Closing for a Station has not occurred within four (4) months of the date that the Assignment Application is filed for such Station if no petition to deny is filed against such Assignment Application, *provided* that Seller shall not have a right to terminate the Agreement under this Section 11.1(d) if the Closing has not occurred within the time frame specified in this Section 11.1(d) primarily due to a material breach of this Agreement by Seller, and *further provided* that, if Seller shall not have exercised its right to terminate under this Section 11.1(d) prior to the date by which Auction applicants must commit to an initial relinquishment option, Seller shall be deemed to have waived its right in this Section 11.1(d); or

(e) by written notice of Buyer or Seller to the other Party, if a petition to deny has been filed against one or more of the Assignment Applications and Closing has

not occurred within three hundred sixty five (365) days of the filing of such Assignment Application(s), *provided that* the terminating party is not otherwise in breach or default.

11.2 **Cure Period.** The term “Cure Period” as used herein means a period commencing with the date that Buyer or Seller receives from the other Party written notice of breach or default hereunder and continuing until fifteen (15) days thereafter; *provided, however*, that if a breach or default with respect to a Station cannot reasonably be cured within such period but can be cured before the Closing Date for such Station that would otherwise be applicable were it not for such breach, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue but no longer than forty-five (45) days.

11.3 **Liability; Right to Terminate.** A termination of this Agreement with respect to a Station shall relieve any Party hereto of any indemnification obligation under Article 10 with respect to the Station to which it otherwise would be subject had the Station Assignment with respect to the Station been consummated. Notwithstanding anything in this Agreement to the contrary, no Party that has willfully and wrongfully breached this Agreement shall be entitled to terminate this Agreement except with the written consent of the other Party or court order.

11.4 **Effect of Termination.**

(a) **Buyer’s Default.** Upon a termination of this Agreement by Seller with respect to one or more Stations pursuant to Section 11.1(b), the Parties shall cause the Escrow Agent to deliver the entire remaining Escrow Amount, including all interest earned thereon, to Seller in accordance with the terms of the Escrow Agreement, as liquidated damages and Seller’s sole and exclusive remedy for Buyer’s breach of or default underlying such termination of the Agreement by Seller with respect to the Station or Stations. The Parties acknowledge that these liquidated damages are reasonable in light of the anticipated harm that would be caused by Buyer’s breach of any of its material obligations or default under this Agreement and the difficulty of ascertaining damages and proof of loss and that these damages are not a penalty. This Section shall not limit the indemnification obligations of Buyer under Article 10 with respect to any Station for which the Parties consummate a Station Assignment.

(b) **Other Termination.** Upon a termination of this Agreement prior to Closing with respect to all of the Stations, or all of the remaining Stations, as the case may be, if one or more Station Assignments has already occurred (other than by Seller pursuant to Section 11.1(b) above), Buyer shall be entitled to the return of the Escrow Amount, including all interest earned thereon, on the date this Agreement has been terminated. Buyer may seek any remedies to which it may be entitled hereunder or under law but shall not be entitled to make any claim for indemnification or Losses pursuant to Article 10 hereof with respect to such Station. Instead of terminating the transactions contemplated hereunder upon a default by Seller pursuant to Section 11.1(c), Buyer shall be entitled to seek specific performance as provided in Section 12.8 below. In the event of termination of this Agreement with respect to any Station for any reason prior to the Closing, Buyer shall be relieved and discharged from any obligation to consummate the Station Assignment with respect to such Station and

shall not be entitled to make any claim for indemnification or Losses pursuant to Article 10 hereof.

ARTICLE 12: MISCELLANEOUS

12.1 **Governing Law.** The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Delaware (exclusive of those relating to conflicts of laws). Any action at law, suit in equity or judicial proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, or any provision hereof, shall be litigated only in the federal or state courts of the State of Delaware. The Parties hereby consent to the personal and subject matter jurisdiction of such courts and waive any right to transfer or change the venue of any litigation between them.

12.2 **Expenses; Taxes.** Each Party hereto shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including without limitation, accounting, engineering and legal fees incurred in connection herewith; *provided, however*, that Seller and Buyer shall share equally all state or local sales, use, stamp or transfer taxes and other similar taxes payable in connection with consummation of the sale of the Station Assets of each Station from Seller to Buyer pursuant to this Agreement.

12.3 **Entire Agreement; Amendment; No Waiver.** This Agreement, including the schedules and exhibits hereto, contain the entire agreement and understanding by and between the Parties, and no other representations, promises, agreements, or understanding, written or oral, not contained herein shall be of any force or effect. The Parties agree and acknowledge that the letter agreement executed October 27, 2015 by the Parties ("Letter Agreement") is superseded and replaced by this Agreement and that the Letter Agreement shall terminate on the Effective Date of this Agreement without survival of any provisions except Sections 3 and 5 of the Letter Agreement. This Agreement may only be amended in a writing signed by all of the Parties. No oral agreement shall have any effect. No failure or delay in exercising any right hereunder shall be deemed or construed to be a waiver of such right, either prospectively or in the particular instance. This Agreement has been prepared by all of the Parties hereto, and no inference of ambiguity against the drafter of a document therefore applies against any Party hereto.

12.4 **Confidentiality.** Except for information about a Stations and its Station Assets acquired by Buyer at or after Closing for such Station and except where such information is known through other lawful sources or where its disclosure is required in accordance with applicable law, including requirements of the FCC pursuant to the Assignment Applications, Buyer and Seller shall keep confidential all non-public information obtained by it with respect to the other Party or the Stations in connection with this Agreement. If the transactions contemplated herein are not consummated for any reason, Buyer and Seller shall return to each other or destroy, without retaining a copy thereof in any medium whatsoever, any schedules, documents or other written information, including all financial information, obtained from the other in connection with this Agreement and the transactions contemplated hereby.

12.5 **Public Announcements.**

(a) Prior to the Closing Date, no Party shall, without the approval of the other Parties hereto, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that such Party shall be so obligated by law, in which case such Party shall give advance notice to the other Party, and the Parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.

(b) Notwithstanding the foregoing, the Parties acknowledge that the rules and regulations of the FCC require that local public notice of the license assignment contemplated by this Agreement be made by Seller after the Assignment Applications have been filed with the FCC and that a copy of this Agreement (excluding the schedules and exhibits except as may be required by FCC rule or policy) shall be included as part of the Assignment Applications, which will be made available for public inspection at the Stations.

12.6 **Risk of Loss.** The risk of loss to any of the Station Assets of a Station on or prior to the Closing Date for such Station shall be upon Seller. Seller shall use all commercially reasonable efforts to repair or replace any damaged or lost Station Assets; *provided, however*, that Seller shall not be required to spend in the aggregate more than Fifty Thousand Dollars (\$50,000) to repair or replace any lost or damaged Station Assets. In the event that any Station Assets incur damages, the replacement or repair of which reasonably could be expected to exceed Fifty Thousand Dollars (\$50,000) or any Station Assets having a fair market value equal to or greater than Fifty Thousand Dollars (\$50,000) is lost as of the date otherwise scheduled for Closing, then Buyer may, at its sole option and upon prior written notice to Seller, elect to close the Station Assignment for the affected Station or Stations with the Stations' Station Assets in their damaged or lost condition, in which case Seller shall assign to Buyer all proceeds of insurance on such damaged or lost Station Assets, and Seller shall have no further obligation with respect to such lost or damaged Station Assets. If such damage or loss exceeds One Million Dollars (\$1,000,000), Buyer may terminate this Agreement with respect to the Station by written notice to Seller without penalty on the part of either Party.

12.7 **Successors and Assigns.** Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective representatives, successors and assigns. Neither Party may assign this Agreement or any part hereof without the prior written consent of the other Party, which consent shall not be unreasonably conditioned, withheld, or delayed, and any attempted assignment without such consent shall be void. Notwithstanding the foregoing, either Party may assign its rights or obligations under this Agreement upon written notice to the other Party but without the other Party's consent in whole or in part to one or more companies controlled by, or under common control with, the assigning Party, *provided that* the assignee assumes all of the assigning Party's obligations hereunder and the assigning Party remains liable hereunder for the assignee's compliance herewith.

12.8 **Specific Performance.** Seller acknowledges that the Stations are a unique asset not readily obtainable on the open market and that, in the event that Seller fails to perform its obligation to consummate the Station Closings contemplated hereby, money damages alone may not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's failure to consummate each of the Station Closings hereunder, Buyer

shall be entitled to specific performance of Seller's obligation to consummate such Station Closings. If any action is brought by Buyer against Seller to seek specific performance of this Agreement under this section, Seller shall waive the defense that there is an adequate remedy at law, and the prevailing Party in litigation shall be entitled to receive from the non-prevailing Party all court costs, reasonable attorney's fees and other out-of-pocket expenses reasonably incurred by the prevailing Party in enforcing or defending its rights under this provision.

12.9 **Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or when sent by email communication specifically acknowledged in writing by the addressee, addressed as set forth below:

If to Seller, then to:

Ravi Potharlanka, President
LocusPoint Networks, LLC
Pleasanton Corporate Commons
6200 Stoneridge Mall Road, Suite 300
Pleasanton, CA 94588
Email: ravi@locuspointnetworks.com

and to (which shall not constitute notice):

Jonathan V. Cohen, Esq.
Wilkinson Barker Knauer, LLP
2300 N Street, NW, Suite 700
Washington, DC 20037
Email: joncohen@wbklaw.com

If to Buyer, then to:

David Ellis, Managing Partner
HME Equity Fund II, LLC
20 N Orange Ave, STE 1550
Orlando, FL 32801
Email: dellis@HMEpartners.com

and to (which shall not constitute notice):

Davina Sashkin, Esq.
Fletcher, Heald & Hildreth, PLC
1300 North 17th Street
11th Floor
Arlington, VA 22209
Email: sashkin@fhhlaw.com

Any Party may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

12.10 **Further Assurances.** From time to time prior to, on, and after the Closing Date for a Station, each Party hereto will execute all such instruments and take all such actions as any other Party shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose of the transactions contemplated by this Agreement, including without limitation the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered on a Closing Date, and any and all actions which may reasonably be necessary to complete the transactions contemplated hereby. The Parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

12.11 **Partial Invalidity.** Wherever possible, each provision hereof and in any document or agreement delivered in connection herewith, shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein, or in any document or agreement delivered in connection herewith, or its application to any particular circumstance shall, for any reason, be held to be invalid or unenforceable by any governmental entity or by a court of competent jurisdiction, such provision or such application shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction or the parties shall delete such provision, without invalidating the remainder of such provision or any other provisions hereof, or any other document or agreement delivered in connection herewith, or its application in any other circumstance, unless the Parties mutually agree (each in their sole discretion) that such a construction or deletion would deprive any Party of the benefits of this Agreement in any material respect, and without invalidating such provision or its application in any other jurisdiction.

12.12 **Execution in Counterparts.** This Agreement may be executed by facsimile or email transmission and in counterparts, each of which shall constitute an original but together will constitute a single document.

12.13 **Time.** Time is of the essence with respect to each obligation of each Party under this Agreement.

[remainder of this page intentionally left blank]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

HME EQUITY FUND II, LLC

By: 

Name: Seth Ellis

Title: Managing Partner

**LOCUSPOINT NETWORKS, LLC;
LOCUSPOINT W33BY LICENSEE, LLC;
LOCUSPOINT W33BY OP, LLC;
LOCUSPOINT WBNF LICENSEE, LLC;
LOCUSPOINT WBNF OP, LLC;
LOCUSPOINT WMJF LICENSEE, LLC; AND
LOCUSPOINT WMJF OP, LLC**

By: _____

Name: Ravi Potharlanka

Title: President and Chief Financial Officer of each of
the foregoing Seller Parties

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

HME EQUITY FUND II, LLC

By: _____
Name: Seth Ellis
Title: Managing Partner

**LOCUSPOINT NETWORKS, LLC;
LOCUSPOINT W33BY LICENSEE, LLC;
LOCUSPOINT W33BY OP, LLC;
LOCUSPOINT WBNF LICENSEE, LLC;
LOCUSPOINT WBNF OP, LLC;
LOCUSPOINT WMJF LICENSEE, LLC; AND
LOCUSPOINT WMJF OP, LLC**



By: _____
Name: Ravi Potharlanka
Title: President and Chief Financial Officer of each of
the foregoing Seller Parties