

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of April 20, 2017 among LocusPoint Networks, LLC, LocusPoint KFTL Op, LLC and LocusPoint KFTL Licensee, LLC, each a Delaware limited liability company (collectively, "Seller") and Poquito Mas Communications LLC, a Delaware limited liability company ("Buyer").

### Recitals

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

KFTL-CD, San Francisco, California (FCC Facility ID #52887)

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

### Agreement

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

## ARTICLE 1: SALE AND PURCHASE

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

(a) all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Station (the "FCC Licenses"), including those described on *Schedule 1.1(a)*, including any renewals or modifications thereof between the date hereof and Closing (defined below), taking into account the channel reassignment that will occur as a result of the Incentive Auction (as defined in Section 1.10), and including the CP (defined below) when issued;

(b) all of Seller's equipment, transmitters, antennas, cables, towers, vehicles, furniture, fixtures, spare parts and other tangible personal property of every kind and description that are exclusively used or held for use in the operation of the Station (the "Tangible Personal Property"), including without limitation those items listed on

*Schedule 1.1(b)* and any equipment Seller acquires after the date hereof in connection with the Repack (as defined in Section 1.10);

(c) all of Seller's leases, licenses or similar agreements under which Seller is lessee or licensee of, or holds, uses or operates, any real property in the business or operation of the Station (including any appurtenant easements and improvements located thereon) that are listed on *Schedule 1.1(c)* (the "Real Property Lease");

(d) all agreements entered into in the ordinary course of business for the sale of advertising time on the Station for cash at customary rates that are cancelable without penalty that exist at Closing, and all other operating contracts, agreements and leases that are used in the operation of the Station and listed on *Schedule 1.1(d)* attached hereto (the "Station Contracts");

(e) all of Seller's rights in and to the Station's call letters and Seller's rights in and to the trademarks, trade names, service marks, copyrights, domain names, computer software, jingles, slogans, logos, and other intangible property that is used or held for use in the operation of the Station that is listed on *Schedule 1.1(e)* attached hereto (the "Intangible Property");

(f) Seller's rights in and to all the files, documents, records, and books of account (or copies thereof) relating to the operation of the Station, including the Station's local public files, programming information and studies, blueprints, technical information and engineering data, advertising studies, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and logs; and

(g) all claims (including warranty claims) and Seller's goodwill in, and the going concern value of, the Station, as well as any deposits or prepaid expenses for which Seller receives a credit under Section 1.6.

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens") except for the Assumed Obligations (defined below), liens for taxes or other governmental assessments not yet due and payable, rights of the lessor under the Real Property Lease, and with respect to the real property subject to the Real Property Lease, any easements, rights of way, building and use restrictions and other exceptions of record that do not in any material respect impair the use of such real property (collectively, "Permitted Encumbrances").

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include Seller's rights, title and interest in cash and cash equivalents, accounts receivable existing as of the Adjustment Time (defined below) (the "A/R"), insurance policies and all coverages and proceeds thereunder and all rights in connection therewith, employee benefit plans, any non-transferable shrink-wrapped computer software and any other non-transferable computer licenses that are not material to the operation of the Station, all contracts not listed on *Schedule 1.1(c)* or *Schedule 1.1(d)* or in Section 1.1(d), Seller's corporate and trade names, Seller's charter documents

and books and records relating to the organization, existence or ownership of Seller, and duplicate copies of the records of the Station (collectively, the “Excluded Assets”).

1.3 Assumed Obligations. On the Closing Date, Buyer shall assume the obligations of Seller arising on or after Closing under the Station Contracts and all obligations required to Repack the Station arising from and after Closing (collectively, the “Assumed Obligations”). Except for the Assumed Obligations and as provided in Section 1.10 hereof, Buyer does not assume and will not be deemed by execution and delivery of this Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed, any liabilities, obligations or commitments of Seller of any kind, whether or not disclosed to Buyer, including, without limitation, any liability or obligation of Seller under any contracts not included in the Station Contracts (the “Retained Liabilities”).

1.4 Purchase Price. The purchase price to be paid for the Station Assets shall be the sum of Two Million Eight Hundred Fifty Thousand Dollars (\$2,850,000), subject to adjustment pursuant to Section 1.6 (the “Purchase Price”). The Purchase Price shall be paid at Closing in cash in immediately available funds pursuant to the written instructions of Seller to be delivered by Seller to Buyer at least three (3) business days prior to Closing.

1.5 Escrow. Within three (3) business days of the date of this Agreement, Buyer shall deposit One Hundred Forty-Two Thousand Five Hundred Dollars (\$142,500) (the “Deposit”) with Kalil & Co. (the “Escrow Agent”) pursuant to an Escrow Agreement (the “Escrow Agreement”) of even date herewith among Buyer, LocusPoint Networks, LLC and the Escrow Agent. At Closing, the Deposit shall be disbursed to Seller and applied to the Purchase Price (and any interest accrued thereon shall be disbursed to Buyer). If this Agreement is terminated by Seller pursuant to Section 10.1(c), then the Deposit shall be disbursed to Seller as liquidated damages and the sole and exclusive remedy of Seller (and any interest accrued thereon shall be disbursed to Buyer). Seller hereby waives all other legal and equitable remedies it may otherwise have as a result of any breach or default by Buyer under this Agreement. If this Agreement is terminated for any other reason, the Deposit and any interest accrued thereon shall be disbursed to Buyer. Buyer and LocusPoint Networks, LLC shall each instruct the Escrow Agent to disburse the Deposit and all interest accrued thereon to the party or parties entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement.

1.6 Prorations.

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

(b) Such prorations shall include, without limitation, all ad valorem, real estate and other property taxes (except transfer taxes as provided by Section 11.1), music and other license fees, FCC regulatory fees, utility expenses, rent and other amounts under Station Contracts and similar prepaid and deferred items. To the extent not known, FCC regulatory fees, real estate and personal property taxes shall be apportioned on the basis of FCC regulatory fees, real estate and personal property taxes assessed for the preceding year. Sales commissions related to the sale of advertisements broadcast on the Station prior to Closing shall be the responsibility of Seller, and sales commissions related to the sale of advertisements broadcast on the Station after Closing shall be the responsibility of Buyer. Prorations and adjustments shall be made at Closing to the extent practicable. As to those prorations and adjustments not capable of being ascertained at Closing, a final adjustment and proration shall be made by the parties in good faith within ninety (90) calendar days after Closing and any payment due as a result thereof shall be paid to the entitled party within five (5) business days thereof.

1.7 Allocation. Buyer and Seller shall allocate the Purchase Price for tax purposes in accordance with the respective fair market values of the Station Assets and the goodwill being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the “Code”). Seller and Buyer shall negotiate in good faith to agree on an allocation schedule at or prior to Closing, with Buyer making the initial allocation proposal. If Seller and Buyer are unable to agree upon the allocation of the Purchase Price within thirty (30) days after Closing, the parties shall retain independent certified public accountants or another appraiser, mutually acceptable to the parties, who shall render a decision within ninety (90) days of submission. The decision of the appraiser shall be final, and any fees and expenses due to such appraiser shall be paid one-half by Seller and one-half by Buyer. Buyer will be responsible for the preparation of IRS Form 8594, subject to Seller’s approval, which shall not be unreasonably withheld or delayed. Buyer shall prepare that form and deliver it to Seller in time to enable Seller to submit it with its income tax returns in a timely manner.

1.8 Closing. The consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the “Closing”) shall take place on a mutually agreeable date within five (5) business days after the date that the FCC Consent (defined below) either (at Buyer’s option) is initially granted or becomes Final (defined below), in any case subject to the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Articles 6 or 7 below (other than those requiring a delivery of a certificate or other document, or the taking of other action, at Closing). The date on which Closing is to occur is referred to herein as the “Closing Date.”

1.9 FCC Consent. Within ten (10) days after the date of this Agreement, or on any other date mutually agreed by Buyer and Seller, Buyer and Seller shall file an application (the “FCC Application”) requesting FCC consent to the assignment of the FCC Licenses from Seller to Buyer (the “FCC Consent”). Seller and Buyer shall diligently prosecute the FCC Application. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall furnish all information required by the FCC. Buyer and Seller

shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

1.10 Repack.

(a) Seller represents and warrants to Buyer that the Station is currently operating on Channel 28, but has received written notice from the FCC that it has been reassigned to a new channel, being Channel 21, in the repacking process (the “Repack”) associated with the broadcast television spectrum incentive auction conducted by the FCC pursuant to Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. No. 112-96, § 6403, 126 Stat. 156, 225-230 (2012) (the “Incentive Auction”).

(b) Buyer shall prepare, subject to Seller’s supervision and control as FCC licensee of the Station, a minor modification application for a construction permit (the “CP”) to modify the Station’s FCC Licenses for operation on Channel 21, specifying the post-Incentive Auction technical parameters listed in the FCC’s Closing and Reassignment Public Notice to be issued by the FCC following the conclusion of the Incentive Auction (the “Reassignment PN”). Seller, at Buyer’s expense, shall timely file such application with the FCC on a date reasonably acceptable to Buyer, and in any event within 90 days from the release date of the Reassignment PN, and Seller shall thereafter diligently prosecute such application to a favorable conclusion. Seller shall not amend the application for the CP, and once granted, shall maintain the CP in full force and effect and not modify the CP.

(c) Seller will establish an account into which reimbursement from the Repack shall be deposited prior to Closing. Buyer shall prepare, subject to Seller’s supervision and control as FCC licensee of the Station, a reimbursement form with the Station’s initial reimbursement request. Seller, at Buyer’s expense, shall timely file such request with the FCC on a date reasonably acceptable to Buyer, and in any event within 90 days from the release date of the Reassignment PN. Seller shall solicit Buyer’s input with respect to all reimbursement requests filed by it with respect to the Station and provide Buyer with a draft of each reimbursement request at least three (3) business days prior to filing for Buyer’s review and comment. Seller shall not incur any expenses with respect to the Repack of the Station that have not been agreed to by Buyer. If Seller incurs expenses with respect to the Repack that were approved by Buyer but are not reimbursed by the TV Broadcaster Relocation Fund, then Buyer shall reimburse Seller for such amounts and such amounts shall be deemed Assumed Obligations for purposes of this Agreement.

(d) Buyer shall select all equipment to be procured for the Station in connection with the Repack, with the objective of procuring equipment that is expected to be reimbursed by the TV Broadcaster Relocation Fund, subject to Seller’s supervision and control as FCC licensee of the Station prior to Closing. The party which incurs an expense related to the Station’s Repack shall be entitled to receipt of reimbursement

funds for such expense, regardless of when such funds are received. Accordingly, if Seller receives reimbursement funds to which Buyer is entitled, then Seller shall immediately pay such funds over to Buyer without offset, and if Buyer receives reimbursement funds to which Seller is entitled, then Buyer shall immediately pay such funds over to Seller without offset.

(e) Prior to Closing, Seller shall consult and cooperate with Buyer and keep Buyer fully informed with respect to all matters related to the Repack of the Station, including without limitation as to FCC filings, reimbursement requests, construction plans, equipment, engineering matters, tower structural analyses and any orders placed by it. Seller shall provide Buyer with true and complete copies of all filings or reimbursement requests made by it with the FCC or any other applicable governmental authority related to the Repack of the Station (including without limitation the CP) within three (3) business days after filing. Prior to Closing, Seller shall adhere to all FCC or other governmental deadlines with respect to the Repack of the Station.

(f) Following grant of the CP, Buyer shall, at Buyer's expense, construct the Station in accordance with the CP, under Seller's supervision and control as FCC licensee of the Station prior to Closing. Seller shall assist with such construction prior to Closing as reasonably requested by Buyer, including without limitation providing Buyer and its representatives with access to the Station's transmitter site to effect such construction. Prior to Closing, Buyer shall provide Seller with the use of any installed and operational equipment purchased by Buyer for the Station solely for operation of the Station in the ordinary course of business and for no other purpose.

(g) (1) If this Agreement terminates without a Closing for Buyer's default in accordance with Section 10.1(c), then (i) all right, title and interest in and to any equipment, construction plans or other site development materials procured by Buyer to accomplish construction of the Station in accordance with the CP shall be conveyed to Seller, and Buyer shall have no interest therein and (ii) Seller shall within ten (10) business days after such equipment and/or materials are delivered to Seller, reimburse Buyer for the reasonable out-of-pocket expenses incurred by Buyer for such construction activities, provided, Seller shall not have to reimburse Buyer for (x) expenses for which Buyer has already received reimbursement from the TV Broadcaster Relocation Fund or (y) expenses incurred by Buyer but which are not reimbursable from the TV Broadcaster Relocation Fund.

(2) If this Agreement terminates without a Closing for any other reason, then Seller may, in its discretion, elect by written notice to Buyer within two (2) business days after the date of termination, to either:

(i) elect to and thereafter acquire the equipment, construction plans and/or other site development materials procured by Buyer to accomplish construction of the Station in accordance with the CP, in which case title to such items shall be conveyed to Seller, and Seller shall within ten (10) business days after such equipment and/or materials are delivered to Seller, reimburse Buyer for the reasonable out-of-pocket



expenses incurred by Buyer for such construction activities, including expenses that are not reimbursable by the TV Broadcaster Relocation Fund, but excluding any expenses for which Buyer has already received reimbursement from the TV Broadcaster Relocation Fund; or

(ii) (A) acquire title to equipment, construction plans or other site development materials procured by Buyer to accomplish construction of the Station in accordance with the CP to the extent such expenses have been reimbursed or are eligible for reimbursement by the TV Broadcaster Relocation Fund; provided that Seller shall within ten (10) business days after such equipment and/or materials are delivered to Seller, reimburse Buyer for the amount of any eligible expenses for which the reimbursement request remains pending with the TV Broadcaster Relocation Fund; and (B) provided further that Buyer shall have the right to retain all right, title and interest in and to any equipment procured by Buyer which was not reimbursed or is not reimbursable from the TV Broadcaster Relocation Fund and Seller shall have no interest therein.

(h) If the Station's new facility specified in the CP is constructed prior to Closing, Seller shall, at Buyer's expense, timely file with the FCC, and thereafter diligently prosecute, a covering license application prepared by Buyer (subject to Seller's supervision and control as FCC licensee of the Station) with respect to the CP. Notwithstanding anything else in this Agreement to the contrary, Seller shall take all actions necessary to ensure that the Station's new facility is constructed no later than the construction phase deadline listed on the CP.

(i) If required prior to Closing in accordance with the FCC's rules and policies, Seller shall timely provide viewer notifications and send health care facility notifications prior to converting to the Station's new channel and shall promptly provide evidence of such notices to Buyer.

(j) Buyer shall be responsible for all Repack construction activities and compliance arising from and after Closing at its expense. Buyer shall be solely responsible for seeking reimbursement from the TV Broadcaster Relocation Fund for eligible expenses incurred by Buyer after Closing. At or shortly after Closing, Buyer will establish a new account for reimbursements for the Repack consistent with the FCC's Repack rules. If Seller incurred Repack expenses for which it has not sought reimbursement prior to Closing or if Seller submitted reimbursement requests that remain pending at Closing, then upon Closing, Buyer shall submit or resubmit such requests on behalf of Seller to the extent requested by Seller, and upon receipt of payment from the FCC, Buyer shall pay over to Seller the portion attributable to Seller's eligible expenses.

## ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as follows:

2.1 Organization. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and to the extent required by applicable law, is qualified to do business in the State of California. Seller has the requisite power and authority to own and operate the Station, to carry on the Station's business as now conducted by it, and to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

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

2.3 No Conflicts. The execution, delivery and performance by Seller of this Agreement and the documents to be made pursuant hereto does not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject, and, except for the FCC Consent (and related FCC consummation notice) and counter-party consent to assign certain Station Contracts as designated on *Schedule 1.1(c)* and *Schedule 1.1(d)*, do not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority.

2.4 FCC Licenses.

(a) Seller holds the FCC Licenses listed and described on *Schedule 1.1(a)*. Such FCC Licenses constitute all of the authorizations required under the Communications Act of 1934, as amended (the "Communications Act"), or the rules, regulations and policies of the FCC for the present operation of the Station. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. Except for the modifications contemplated in connection with the Repack, there is not pending or, to Seller's knowledge, threatened any action by or before the FCC to revoke, suspend, cancel, rescind or modify any of the FCC Licenses (other than proceedings relating to FCC rules of general applicability), and there is no order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint pending or, to Seller's knowledge, threatened against Seller or the Station by or before the FCC. Seller and the Station are in compliance in all material respects with the FCC Licenses, the Communications Act and the rules, regulations and policies of the FCC. The Station is operating at full power in accordance with its FCC-licensed parameters.

(b) Seller and the Station Assets are in compliance in all material respects with all rules and regulations of the Federal Aviation Administration applicable to the Station. All reports and filings required to be filed with, and all regulatory fees



required to be paid to, the FCC by Seller with respect to the Station (including without limitation all required equal employment opportunity reports) have been timely filed and paid. All such reports and filings are accurate and complete. Seller maintains public files for the Station as required by FCC rules.

(c) To Seller's knowledge, the operation of the Station does not expose workers or others to levels of radio frequency radiation in excess of the "Radio Frequency Protection Guides" recommended in "American National Standard Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields 3 kHz to 300 GHz" (ANSI/IEEE C95.1-1992), issued by the American National Standards Institute, and renewal of the FCC Licenses would not constitute a "major action" within the meaning of Section 1.1301, *et seq.*, of the FCC's rules.

(d) There are no multichannel video program distributors ("MVPDs") carrying the Station's signal.

(e) Seller has not leased, licensed, assigned, conveyed or otherwise encumbered the Station's digital spectrum or any portion thereof or granted rights to any party to broadcast on the Station's digital spectrum or any portion thereof for the provision of any "ancillary or supplementary services" (as the term is defined by the Communications Act). Seller is not party to any channel sharing or similar agreement with respect to the Station.

(f) Seller was not a successful bidder with respect to the Station in the Incentive Auction.

(g) There currently exists no interference to the Station's signal from other broadcast stations, or by the Station's signal to other broadcast stations, in each case beyond that permitted by the FCC's rules and policies. There are no applications or proceedings pending at the FCC the grant of which would cause objectionable interference to the Station's operations with its current facilities, other than what might arise as a result of proceedings that generally affect the television broadcast industry.

2.5 Taxes. Seller has filed all foreign, federal, state, county and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law in connection with the Station's business, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

2.6 Personal Property. *Schedule 1.1(b)* contains a list of all material items of Tangible Personal Property included in the Station Assets. The Tangible Personal Property described in *Schedule 1.1(b)* will be updated at Closing to include all equipment procured by Seller for the Repack. The Tangible Personal Property shall be conveyed to Buyer at Closing "as is, where is" without any other representation or warranty as to condition.

2.7 Real Property. *Schedule 1.1(c)* contains a description of all real property used or held for use in the business or operation of the Station. Seller owns no real

property that is used or held for use in the operation of the Station. The Real Property Lease provides sufficient access to the Station's facilities without need to obtain any other access rights. To Seller's knowledge, no part of any real property subject to the Real Property Lease is subject to any pending or threatened suit for condemnation or other taking by any public authority.

2.8 Contracts. *Schedule 1.1(d)* contains a list of all contracts used in the operation of the Station (other than ordinary course time sales agreements for cash at customary rates that are cancellable without penalty). Each of the Station Contracts (including without limitation each Real Property Lease) is in effect and is binding upon Seller and, to Seller's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Seller has performed its obligations under each of the Station Contracts in all material respects, and is not in material default thereunder, and to Seller's knowledge, no other party to any of the Station Contracts is in default thereunder in any material respect. Seller has delivered to Buyer true and complete copies of each Station Contract (including each Real Property Lease), together with all amendments thereto.

2.9 Station Assets. Except for the Excluded Assets and any assets that will be acquired or required for the Repack, the Station Assets constitute all the assets used or held for use in the business or operation of the Station. Except as contemplated in connection with the Repack, the Station Assets are sufficient to permit Buyer to operate the Station as currently conducted by Seller. Seller has good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Encumbrances or liens that will be released at or prior to Closing. At Closing, Seller will transfer to Buyer good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Encumbrances. Seller maintains sufficient insurance policies with respect to the Station and the Station Assets.

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

2.11 Financial Statements. Seller has provided to Buyer true and complete copies of the unaudited balance sheet of the business of the Station as of January 31, 2017, and the related unaudited statement of income for the calendar year to date then ended ((i) and (ii), collectively, the "Financial Statements"). The Financial Statements have been prepared in accordance with GAAP consistently applied, are true, correct and complete, and present fairly the financial position and results of operations of the Station as of their respective dates and for the respective periods covered thereby. Except as set forth in the Financial Statements (and other current obligations of similar kind and

amount incurred in the ordinary course of business since the date of such balance sheet), there are no liabilities associated with the business of the Station.

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

### ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows:

3.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and if such qualification is necessary, is (or will be at Closing) qualified to do business in each jurisdiction in which the Station Assets are located. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and the documents to be made pursuant hereto. Buyer is a limited liability company which has two (2) members, Terry Crosby and Randy Nonberg, each of whom own fifty (50%) of the outstanding membership interests in the company.

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

3.3 No Conflicts. The execution, delivery and performance by Buyer of this Agreement and the documents to be made pursuant hereto does not conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, any contract or agreement to which Buyer is a party or by which it is bound, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent.

3.4 Qualification. Buyer is qualified to acquire, own and operate the Station and to hold the FCC Licenses under the Communications Act and the rules, regulations and policies of the FCC as they exist on the date of this Agreement. There are no facts known to Buyer, after due inquiry, that are related to Buyer and would disqualify Buyer as the assignee of the FCC Licenses or as owner and operator of the Station, and to Buyer's knowledge, no waiver or exemption, whether temporary or permanent, of the

laws of the FCC is necessary for the FCC Consent to be obtained. Buyer has no reason to believe, after due inquiry, that the FCC Application might be challenged by any third party or might not be granted by the FCC in the ordinary course due to any fact or circumstance relating to Buyer or any of its affiliates or any of their respective officers, directors, shareholder, members or partners.

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

#### ARTICLE 4: SELLER COVENANTS

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

(a) except for actions taken in furtherance of the Repack and consistent with Section 1.10, operate the Station in the ordinary course of business and keep its books and accounts, records and files in the ordinary course, and preserve the business and goodwill of the Station and the Station Assets (including, without limitation, using commercially reasonable efforts to retain employees, advertisers, customers and vendors);

(b) operate the Station in accordance with the terms of the FCC Licenses and in compliance with the Communications Act, FCC rules, regulations and policies, and all other applicable laws, rules and regulations, and maintain the FCC Licenses in full force and effect;

(c) maintain in effect its current insurance policies with respect to the Station and the Station Assets;

(d) at the request of Buyer, from time to time give Buyer access during normal business hours to all Station employees, facilities, properties, accounts, books, deeds, title papers, insurance policies, licenses, agreements, contracts, commitments, records and files, equipment, machinery, fixtures, furniture, vehicles and all other Station Assets, and provide Buyer all other information concerning the Station as Buyer may reasonably request (any investigation or examination by Buyer shall not in any way diminish any representations or warranties of Seller made in this Agreement);

(e) deliver to Buyer copies of monthly internal operating statements for the Station consistent with the statements previously delivered by Seller to Buyer;

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

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

(ii) create, assume or permit to exist any Liens on the Station Assets, and not dissolve, liquidate, merge or consolidate with any other entity;

(iii) increase the compensation or benefits payable to any employee of the Station, or enter into any employment, labor or union agreement or plan (or amendments of any such existing agreements or plan) that will be binding upon Buyer after Closing, or make or commit to make any payment for severance or bonus to any Station employee that will be binding on Buyer after Closing;

(iv) modify any of the FCC Licenses, except in accordance with Section 1.10;

(v) take any action or inaction that will adversely affect the existing carriage of the Station's signal; or

(vi) amend any of the Station Contracts, or enter into any contract, lease or agreement with respect to the Station except for ordinary course cash time sales agreements at customary rates and any other agreements entered into in the ordinary course of business that will be paid and performed in full before Closing.

#### ARTICLE 5: JOINT COVENANTS

5.1 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except on a confidential basis to the parties' attorneys, accountants, investment bankers, investors and lenders and their respective attorneys for the purpose of consummating the transaction contemplated by this Agreement.

5.2 Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement and the terms hereof will be filed with the FCC Application and thereby become public.

5.3 Control. Consistent with FCC rules, the control, supervision and direction of the operation of the Station prior to Closing shall remain the ultimate responsibility of Seller as the holder of the FCC Licenses.

5.4 Risk of Loss. The risk of loss of or damage to any of the Station Assets shall remain with Seller at all times until 12:01 a.m. local time on the day of Closing, and prior to Closing Seller shall repair and replace any lost or damaged Station Assets.

5.5 Broadcast Interruption. Except to the extent undertaken as part of the construction activities for the Repack, if prior to Closing the Station is off the air or

operating at a power level that results in a material reduction in coverage (a "Broadcast Interruption"), then Seller shall return the Station to the air and restore prior coverage as promptly as possible. Notwithstanding anything herein to the contrary, if prior to Closing there is a Broadcast Interruption in excess of twenty-four (24) hours, then Buyer may postpone Closing until the date five (5) business days after the Station returns to the air and prior coverage is restored in all material respects, subject to Section 10.1(e).

5.6 Consents. Prior to Closing Seller shall obtain the Required Consent (defined below), and Seller shall use commercially reasonable efforts to obtain the other consents noted on *Schedule 1.1(d)* hereto (if any). In addition, Seller shall use commercially reasonable efforts to obtain customary estoppel certificates from the lessor under the Real Property Lease. To the extent that any Station Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed at Closing pursuant hereto shall not constitute an assignment thereof, but to the extent permitted by law shall constitute an equitable assignment by Seller and assumption by Buyer of Seller's rights and obligations under the applicable Station Contract, with Seller making available to Buyer the benefits thereof and Buyer performing the obligations thereunder on Seller's behalf; provided, however, that *Schedule 1.1(c)* identifies those consents the receipt of which is a condition precedent to Buyer's obligation to close under this Agreement (the "Required Consent").

5.7 Employees. Buyer may (but is not obligated to) offer post-Closing employment to any of the Station's employees. With respect to each such employee who accepts Buyer's offer of employment, Seller shall be responsible for all compensation and benefits arising prior to Closing (in accordance with Seller's employment terms), and Buyer shall be responsible for all compensation and benefits arising after Closing (in accordance with Buyer's employment terms). With respect to such employees, in connection with the prorations under Section 1.6, an adjustment shall be made in favor of Buyer in an amount equal to the value of any accrued vacation time and any accrued sick leave. Buyer does not assume any of Seller's employee obligations (including any severance obligations), all of which are Retained Liabilities and not Assumed Obligations. Nothing in this Agreement gives any rights to any employee, and no employee may enforce any provision of this Agreement against any of the parties hereto. Buyer will notify Seller of any Station employees it intends to hire at least thirty (30) days prior to Closing.

5.8 Receivables. Seller shall deliver to Buyer, promptly after the Closing, a statement of the A/R as of the Closing Date. During the ninety (90) day period following Closing (the "Collection Period"), Buyer shall use reasonable efforts, consistent with its usual collection practices (but without obligation to institute proceedings or use any other extraordinary means of collection) to collect the A/R. Buyer shall remit such collections to Seller on a monthly basis. Seller shall not attempt to collect any of the A/R during the Collection Period. If Seller receives a payment from an account debtor of the Station, Seller shall promptly notify Buyer thereof. At the end of the Collection Period, Buyer shall turn back to Seller any uncollected A/R, and Buyer shall have no further obligation with respect to the A/R. To the extent Buyer receives a payment from a customer of the Station that has A/R outstanding with Seller, then (i) if the payment is tied to a particular



invoice, then the A/R shall be applied as payment of such invoice and (ii) if the payment is not tied to a particular invoice, then Buyer shall apply such payment the accounts receivable for such customer outstanding for the longest amount of time.

#### 5.9 Final Order.

(a) For purposes of this Agreement, the term “Final” shall mean that action shall have been taken by the FCC (including action duly taken by the FCC’s staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

(b) If Closing occurs prior to a Final FCC Consent, and prior to becoming Final the FCC Consent is reversed or otherwise set aside, and there is a Final order of the FCC (or court of competent jurisdiction) requiring the re-assignment of the FCC Licenses to Seller, then the purchase and sale of the Station Assets shall be rescinded. In such event, Buyer shall reconvey to Seller the Station Assets, and Seller shall repay to Buyer the Purchase Price and reassume the Assumed Obligations. Any such rescission shall be consummated on a mutually agreeable date within thirty (30) days of such Final order (or, if earlier, within the time required by such order). In connection therewith, Buyer and Seller shall each execute such documents (including execution by Buyer of instruments of conveyance of the Station Assets to Seller and execution by Seller of instruments of assumption of the Assumed Obligations) and make such payments (including repayment by Seller to Buyer of the Purchase Price) as are necessary to give effect to such rescission.

5.10 1031 Exchange. To facilitate a like-kind exchange under Section 1031 of the Internal Revenue Code, Buyer may assign its rights under this Agreement (in whole or in part) to a “qualified intermediary” under section 1.1031(k)-1(g)(4) of the treasury regulations (but such assignment shall not relieve Buyer of its obligations under this Agreement) and any such qualified intermediary may re-assign to Buyer. If Buyer gives notice of such assignment, Seller shall provide Buyer with a written acknowledgment of such notice prior to Closing and convey the Station Assets (or such portion thereof as is designated in writing by the qualified intermediary) to or on behalf of the qualified intermediary at Closing and otherwise reasonably cooperate therewith. Buyer shall be solely responsible for any costs due to the qualified intermediary or otherwise owed as a result of the 1031 exchange.

#### ARTICLE 6: SELLER CLOSING CONDITIONS

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

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

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

6.3 FCC Consent. The FCC Consent shall have been granted.

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

#### ARTICLE 7: BUYER CLOSING CONDITIONS

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

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

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

7.3 FCC Consent. The FCC Consent shall have been granted and shall have become Final.

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

7.5 FCC Compliance. The Station shall be operating as a Class A station at full authorized power and in accordance with its FCC Licenses and its licensed parameters.

7.6 Consents. The Required Consent has been obtained.

#### ARTICLE 8: CLOSING DELIVERIES

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

- formation;
- (a) a good standing certificate issued by each Seller's jurisdiction of
  - (b) a certified copy of the Seller Authorization;
  - (c) the Seller Bringdown Certificate;
  - (d) an Assignment of FCC Licenses assigning the FCC Licenses to Buyer;
  - (e) an Assignment and Assumption of Contracts assigning the Station Contracts to Buyer;
  - (f) an Assignment and Assumption of Leases assigning the Real Property Lease to Buyer;
  - (g) domain name transfers assigning the Station's domain names (if any) from Seller to Buyer following customary procedures of the domain name administrator;
  - (h) endorsed vehicle titles conveying the vehicles included in the Tangible Personal Property (if any) to Buyer;
  - (i) a bill of sale conveying the Station Assets to Buyer;
  - (j) the Required Consent;
  - (k) any estoppel certificates and other consents to assignment obtained by Seller;
  - (l) customary payoff letters and other appropriate documents necessary to release all Liens (except for Permitted Encumbrances) on the Station Assets;
  - (m) a joint escrow release notice substantially in the form of *Exhibit A* to the Escrow Agreement; and
  - (n) any other documents and instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets to Buyer, free and clear of Liens, except for Permitted Encumbrances.

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

- (a) a good standing certificate issued by Buyer's jurisdiction of formation;

(b) the Purchase Price in accordance with the terms of this Agreement, including a joint escrow release notice substantially in the form of *Exhibit A* to the Escrow Agreement;

(c) a certified copy of the Buyer Authorization;

(d) the Buyer Bringdown Certificate;

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

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

(g) domain name transfers assigning the Station's domain names (if any) from Seller to Buyer following customary procedures of the domain name administrator; and

(h) any other documents and instruments of assumption that may be reasonably necessary to assume the Assumed Obligations.

#### ARTICLE 9: SURVIVAL AND INDEMNIFICATION

9.1 Survival. The representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date at which time they shall expire and be of no further force or effect, except (i) those under Section 2.5 (Taxes), which shall survive until the expiration of any applicable statute of limitations, (ii) those with respect to title to the Station Assets, which shall survive indefinitely and (iii) that if within such applicable period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the resolution of such claim. The covenants and agreements in this Agreement shall survive Closing until performed.

#### 9.2 Indemnification.

(a) From and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from:

(i) any breach by Seller of its representations and warranties under this Agreement;

(ii) any default by Seller of its covenants and agreements under this Agreement;

(iii) the Retained Liabilities; or

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

Notwithstanding the foregoing, Seller shall not be liable for any Damages under Section 9.2(a)(i) until the aggregate amount of Buyer's Damages exceeds \$20,000 (after which Seller shall be liable for all Damages including such threshold), and the maximum liability of Seller under Section 9.2(a)(i) shall be an amount equal to 25% of the Purchase Price.

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

(i) any breach by Buyer of its representations and warranties under this Agreement;

(ii) any default by Buyer of its covenants and agreements under this Agreement;

(iii) the Assumed Obligations; or

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

### 9.3 Procedures.

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

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

(c) Notwithstanding anything herein to the contrary:

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

concerning any Claim, and the indemnifying party and the indemnified party shall cooperate in good faith with respect to any Claim; and

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

#### ARTICLE 10: TERMINATION AND REMEDIES

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

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

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

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

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

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

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

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

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

(e) by written notice of Buyer to Seller, or of Seller to Buyer, if the Closing does not occur by November 15, 2017.

The term "Cure Period" as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) thirty (30) calendar days thereafter or (ii) the Closing Date determined under Section 1.8. Except for the payment of liquidated damages in accordance with Section 1.5, termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Sections 1.5 (Escrow), 5.1



(Confidentiality), 5.2 (Announcements) and 11.1 (Expenses) shall survive any termination of this Agreement.

10.2 Specific Performance. In the event of a breach by Seller of any representation, warranty, covenant or agreement under this Agreement which is not cured within the Cure Period, at Buyer's election, in addition to any other remedy available to it, Buyer shall be entitled to an injunction restraining any such uncured breach and to enforcement of this Agreement by a decree of specific performance requiring Seller to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

#### ARTICLE 11: MISCELLANEOUS.

11.1 Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except that (i) the FCC filing fee applicable to the request for the FCC Consent and fees owed to the Escrow Agent shall be shared equally by Buyer and Seller, (ii) Buyer shall bear the FCC application fees and expenses described in Section 1.10 hereof and (iii) any governmental taxes, fees and charges applicable to the transfer of the Station Assets under this Agreement shall be paid by Seller.

11.2 Further Assurances. After Closing, each party hereto shall execute all such instruments and take all such actions as any other party may reasonably request, without payment of further consideration, to effectuate the transactions contemplated by this Agreement, including without limitation the execution and delivery of confirmatory and other transfer documents in addition to those to be delivered at Closing.

11.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Seller may not assign any of its rights or delegate any of its obligations hereunder, and any such attempted assignment or delegation without such consent shall be void. In addition to its rights set forth in Section 5.10, Buyer may assign its right to acquire the Station Assets (in whole or in part) to any entity which either Terry Crosby or Randy Nonberg owns a controlling interest (*e.g.*, 50.1% or more of the economic and voting interests of such assignee), as of February 24, 2017 upon prior written notice to Seller, but without Seller's consent, provided that (i) Buyer provides documentation satisfactory to Seller documenting Terry Crosby or Randy Nonberg's controlling interest in such assignee such, (ii) any such assignment does not delay processing of the FCC Application, grant of the FCC Consent or Closing, (iii) any such assignee delivers to Seller a written assumption of this Agreement and (iv) Buyer shall remain liable for all of its obligations hereunder.

11.4 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service,

or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller, then to:

LocusPoint Networks, LLC  
6200 Stoneridge Mall, Suite 300  
Pleasanton, CA 94588  
Attention: Ravi Potharlanka  
Facsimile: (925) 399-6001

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

Wilkinson Barker Knauer LLP  
1800 M Street, NW  
Suite 800N  
Washington, DC 20036  
Attention: Jonathan Cohen  
Facsimile: (202) 783-5851

if to Buyer, then to:

Poquito Mas Communications LLC  
15233 La Cruz Drive  
Pacific Palisades, CA 90272  
Attention: Randy Nonberg  
Facsimile: (310) 573-1636

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

Wiley Rein LLP  
1776 K Street, N.W.  
Washington, D.C. 20006  
Attention: Kathleen Kirby  
Jessica Rosenthal  
Facsimile: (202) 719-7049

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

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

11.7 Miscellaneous. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement, including the Schedules hereto, constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter

hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof (including without limitation the letter of intent executed by the parties). Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

14096416

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

SELLER:

LOCUSPOINT NETWORKS, LLC

By: 

Name: Ravi Potharlanka

Title: President and Chief Executive Officer

LOCUSPOINT KFTL OP, LLC

By: 

Name: Ravi Potharlanka

Title: President and Chief Executive Officer

LOCUSPOINT KFTL LICENSEE, LLC

By: 

Name: Ravi Potharlanka

Title: President and Chief Executive Officer

BUYER:

POQUITO MAS COMMUNICATIONS LLC

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

Name: Randy E. Nonberg

Title: Manager

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

SELLER:

LOCUSPOINT NETWORKS, LLC

By: \_\_\_\_\_  
Name: Ravi Potharlanka  
Title: President and Chief Executive Officer

LOCUSPOINT KFTL OP, LLC

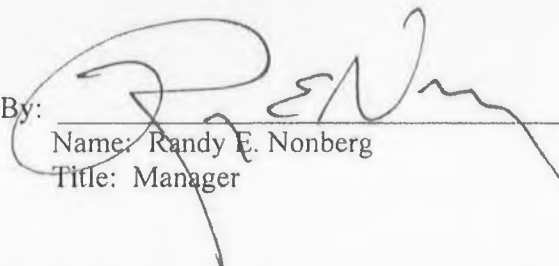
By: \_\_\_\_\_  
Name: Ravi Potharlanka  
Title: President and Chief Executive Officer

LOCUSPOINT KFTL LICENSEE, LLC

By: \_\_\_\_\_  
Name: Ravi Potharlanka  
Title: President and Chief Executive Officer

BUYER:

POQUITO MAS COMMUNICATIONS LLC

By:  \_\_\_\_\_  
Name: Randy E. Nonberg  
Title: Manager