

**ASSET EXCHANGE AGREEMENT**

This Asset Exchange Agreement (“Agreement”) is entered into as of January 22, 2018, by and among DTV America Corporation, a Delaware corporation (“DTVA”), and Woodland Communications, LLC, a Delaware limited liability company (“Woodland”).

**WHEREAS**, DTVA owns and is the licensee of WECY-LD, Indianapolis, Indiana, Facility No. 184197 (“WECY”), and Woodland owns and is the licensee of WWHC-LP, Olean, New York, Facility No. 10868 (“WWHC” and collectively with WECY, the “Stations”), in each case pursuant to licenses and authorizations issued by the Federal Communications Commission (“FCC”); and

**WHEREAS**, DTVA desires to sell to Woodland, and Woodland desires to purchase from DTVA, the WECY Station Assets (defined below), and Woodland desires to sell to DTVA, and DTVA desires to purchase from Woodland, the WWHC Station Assets (defined below), in each case subject to the Communications Act of 1934, as amended, and the rules and published policies of the FCC promulgated thereunder (collectively, “Communications Laws”).

**WHEREAS**, DTVA and Woodland desire to enter into a Time Brokerage Agreement with respect to WECY, dated as of the date hereof (“WECY TBA”) that is consistent with the Communications Laws, pursuant to which Woodland will provide programming to WECY between the date hereof and the Closing Date (defined below).

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1 – EXCHANGE OF STATION ASSETS**

1.1 Transfer of WECY Station Assets. On the Closing Date (defined below), subject to the conditions contained herein, DTVA shall sell, assign, transfer and convey to Woodland, and Woodland shall purchase, assume and accept from DTVA the following “WECY Station Assets”:

(a) all licenses, permits, pending applications and other authorizations relating to WECY, including those set forth on Schedule 1.1(a) (“WECY FCC Licenses”);

(b) all equipment associated with WECY, including such equipment set forth on Schedule 1.1(b) (“WECY Tangible Personal Property”);

(c) all rights to WECY’s call letters and in any trademarks, trade names, service marks, patents, patent applications, internet domain names and associated websites, copyrights, programs and programming material (including program rights), jingles, slogans, logos, and other intangible property owned or leased by DTVA and primarily used or held for use in the operation of WECY, and all goodwill associated with the foregoing (collectively, the “WECY Intangible Property”);

(d) WECY's public inspection file, filings with the FCC relating to WECY, and such other technical information, engineering data, books and records that relate to WECY and the WECY Station Assets being conveyed hereunder;

(e) any and all claims and rights against third parties if and to the extent relating to WECY Station Assets, including all rights under manufacturers' and vendors' warranties; and

(f) all rights of DTVA to 600 MHz incentive auction broadcast relocation reimbursement funding attributable to the WECY FCC Licenses, whether from the FCC's Broadcaster Relocation Fund or from any other source.

1.2 Transfer of WWHC Station Assets. On the Closing Date, subject to the conditions contained herein, Woodland shall sell, assign, transfer and convey to DTVA, and DTVA shall purchase, assume and accept from Woodland all assets, properties, interests and rights of Woodland used or held for use in connection with the business and operations of WWHC (collectively, the "WWHC Station Assets"), but excluding the Woodland Excluded Assets (as defined below). The WWHC Station Assets shall include the following:

(a) all licenses, permits, pending applications and other authorizations relating to WWHC, including those set forth on Schedule 1.2(a) ("WWHC FCC Licenses");

(b) all equipment associated with WWHC, including such equipment set forth on Schedule 1.2(b) ("WWHC Tangible Personal Property");

(c) all right, title and interest of Woodland in the real estate leases for WWHC's transmission facilities as listed and described on Schedule 1.2(c) (the "WWHC Real Property Leases");

(d) all right, title and interest of Woodland under all contracts or other agreements listed on Schedule 1.2(d) (the "WWHC Assumed Contracts");

(e) all rights to WWHC's call letters and in any trademarks, trade names, service marks, patents, patent applications, internet domain names and associated websites, copyrights, programs and programming material (including program rights), jingles, slogans, logos, and other intangible property owned or leased by Woodland and primarily used or held for use in the operation of WWHC and all goodwill associated with the foregoing (collectively, the "WWHC Intangible Property");

(f) WWHC's public inspection file, filings with the FCC relating to WWHC, and such other technical information, engineering data, books and records that relate to the WWHC and the WWHC Station Assets being conveyed hereunder; all sales and promotional literature, manuals and data, sales and purchase correspondence, advertiser lists, lists of present and former suppliers, and lists of present and former customers that relate to WWHC and the WWHC Station Assets;

(g) any and all claims and rights against third parties if and to the extent relating to WWHC Station Assets, including all rights under manufacturers' and vendors' warranties; and

(h) all rights of Woodland attributable to the WWHC FCC Licenses to 600 MHz incentive auction broadcast relocation reimbursement funding, whether from the FCC's Broadcaster Relocation Fund or from any other source.

1.3 No Liens. The WECY Station Assets and the WWHC Station Assets shall be exchanged free and clear of all liens, except for liens for taxes not yet due and payable and liens that will be released at or prior to the Closing Date ("Permitted Liens"). DTVA shall not assume or be liable for, and does not undertake or attempt to assume or discharge, any obligation of Woodland relating to WWHC arising prior to the Closing Date ("DTVA Retained Liabilities"). Woodland shall not assume or be liable for, and does not undertake or attempt to assume or discharge, any obligation of DTVA relating to WECY arising prior to the Closing Date ("Woodland Retained Liabilities").

1.4 WECY Excluded Assets. DTVA shall not sell, assign or transfer to Woodland: (i) any assets, of whatever kind or nature, which are held by DTVA and used in connection with the operations of any station or stations other than WECY, or (ii) the following assets relating to WECY ("DTVA Excluded Assets"):

(a) Cash on hand and in banks (or their equivalents) and accounts receivable arising out of the operation of WECY prior to the Closing Date;

(b) All rights of DTVA under all leases, and under all contracts or other agreements, including programming, advertising and business contracts, contracts of insurance and insurance proceeds of settlement and insurance claims made by DTVA relating to property or equipment repaired, replaced, restored by DTVA prior to the Closing Date;

(c) All pension, profit-sharing, retirement, stock purchase or savings plans or trusts and any assets thereof and all other employee benefit plans;

(d) Except as provided in Section 2.1(b), all deposits and all prepaid expenses and taxes;

(e) Except as provided in Section 1.1(d), DTVA's corporate records; and

(f) The employees of WECY or of DTVA.

1.5 WWHC Excluded Assets. Woodland shall not sell, assign or transfer to DTVA: (i) any assets, of whatever kind or nature, which are held by Woodland and used in connection with the operations of any station or stations other than WWHC, or (ii) the following assets relating to WWHC ("Woodland Excluded Assets"):

(a) Cash on hand and in banks (or their equivalents) and accounts receivable arising out of the operation of WWHC prior to the Closing Date;

(b) Except for the WWHC Real Property Leases and the WWHC Assumed Contracts, all rights of Woodland under all leases, and under all contracts or other agreements, including programming, advertising and business contracts, contracts of insurance and insurance proceeds of settlement and insurance claims made by Woodland relating to property or equipment repaired, replaced, restored by Woodland prior to the Closing Date;

(c) All pension, profit-sharing, retirement, stock purchase or savings plans or trusts and any assets thereof and all other employee benefit plans;

(d) Except as provided in Section 2.1(b), all deposits and all prepaid expenses and taxes;

(e) Except as provided in Section 1.2(f), Woodland's corporate records; and

(f) The employees of WWHC or of Woodland.

## **ARTICLE 2– CONSIDERATION**

### **2.1 Consideration**

(a) Neither party shall pay any consideration to the other party in addition to the exchange of the WECY Station Assets for the WWHC Station Assets contemplated hereby, subject to adjustment for the net prorations as set forth in (b) below. For purposes of the exchange of assets, the WECY Station Assets and the WWHC Station Assets are each valued at Five Hundred Thousand Dollars (\$500,000.00).

(b) The parties agree to prorate all items of income and expenses arising out of the operation of WECY and WWHC respectively which are incurred, accrued or payable, as of 11:59 p.m. local time of the day preceding the Closing. The items to be prorated may include, but are not limited to, power and utilities charges, real and personal property taxes upon the basis of the most recent tax bills and information available, security deposits (to the extent any such deposit is assigned to the benefit of the other party hereunder), and similar prepaid and deferred items. The prorations shall, insofar as feasible, be determined and paid on the Closing Date, with any final settlement and payment to be made within forty-five (45) days after the Closing Date.

## **ARTICLE 3– FCC CONSENT**

3.1 FCC Consent. The transactions contemplated hereby are expressly conditioned on, and subject to, the prior consent and approval of the FCC to the assignments of: (a) the WECY FCC Licenses from DTVA to Woodland (“WECY FCC Consent”); and (b) the WWHC FCC Licenses from Woodland to DTVA (“WWHC FCC Consent” and collectively with the WECY FCC Consent, the “FCC Consents”), in each case without the imposition of any conditions that would reasonably be expected to have a material adverse effect on DTVA, Woodland, or either Station. No Closing shall occur prior to the issuance by the FCC of the FCC Consents.

### **3.2 FCC Applications**

(a) Within five (5) business days after the date of this Agreement, each party shall prepare, execute and submit its respective portions of the assignment applications for the FCC Consents (“FCC Applications”). Each party further agrees expeditiously to prepare amendments to either FCC Application whenever such amendments are required by the FCC. The parties shall prosecute the FCC Applications with all reasonable diligence and otherwise use commercially reasonable efforts to obtain the grant of the FCC Applications as expeditiously as reasonably practicable (but no party shall have any obligation to satisfy complainants or the FCC by taking any steps that would have a material adverse effect on the results of operations of such party, unless a failure to take such action would constitute or perpetuate a breach of such party’s representations, warranties or covenants herein). In the event any objections or challenges to either FCC Application or any requests for reconsideration or review of either FCC Consent are filed at the FCC, the parties shall cooperate with respect to any responses thereto. Except as otherwise provided herein, each party will be solely responsible for the expenses incurred by it in the preparation, filing and prosecution of its respective portion of the FCC Applications; however, the fees to be paid to the FCC in conjunction with the filing of the FCC Applications (the “FCC Fees”) will be shared equally by DTVA and Woodland.

(b) Neither DTVA nor Woodland shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of materially delaying the issuance of either FCC Consent. DTVA and Woodland 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.

#### **ARTICLE 4 – CLOSING**

4.1 Closing. The consummation of the transactions contemplated herein (the “Closing”) shall take place on the later of: (a) fifteen (15) business days after the date that the FCC has issued the last of the FCC Consents; and (b) the date on which each of the other conditions to Closing set forth herein have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at such time). The date on which the Closing is to occur is referred to herein as the “Closing Date.”

#### **ARTICLE 5 – REPRESENTATIONS AND WARRANTIES OF DTVA**

DTVA hereby represents, warrants and covenants to Woodland as follows:

5.1 Organization and Standing. DTVA is duly organized, validly existing and in good standing under the laws of the state of Delaware.

5.2 Authority.

(a) DTVA has all necessary power and authority to enter into this Agreement and all other agreements, documents, certificates and instruments delivered or to be delivered hereunder by DTVA (collectively, the “DTVA Documents”), to perform each of its obligations thereunder, and to consummate the transactions contemplated thereby. Each of the DTVA Documents has been, or at or prior to the Closing will be, as the case may be, duly executed and

delivered by DTVA and constitutes, or will constitute at the Closing, as the case may be, a valid and binding obligation of DTVA, enforceable against DTVA in accordance with its respective terms.

(b) The execution and delivery by DTVA of the DTVA Documents does not or will not, and the consummation of the transactions contemplated thereby will not: (i) conflict with, or result in a violation of, any provision of DTVA's organizational documents; (ii) constitute or result in a breach of or default (or an event which with notice or lapse of time, or both, would constitute a default) under, or result in the termination or suspension of, or accelerate the performance required by, or result in a right of termination, cancellation or acceleration of any contract, or any other material agreement, indenture, covenant, instrument, license or permit by which DTVA is bound; (iii) create any lien; or (iv) constitute, or result in, a violation of any judgment, ruling, order, writ, injunction, decree, statute, law, rule or regulation applicable to DTVA.

5.3 No Defaults. Neither the execution, delivery and performance by DTVA of this Agreement nor the consummation by DTVA of the transactions contemplated hereby is an event that, of itself or with the giving of notice or the passage of time or both, will: (a) violate any judgment, decree, order, statute, law, rule or regulation of any court, arbitrator or government or regulatory body applicable to DTVA, the WECY Station Assets or WECY; or (b) result in the creation or imposition of any lien, charge or encumbrance against the WECY Station Assets or WECY.

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

5.5 WECY FCC Licenses.

(a) Schedule 1.1(a) hereto contains a true and complete list of the WECY FCC Licenses. DTVA is the authorized legal holder of the WECY FCC Licenses. The WECY FCC Licenses are in full force and effect, unimpaired by any act or omission of DTVA. The WECY FCC Licenses are all of the licenses, permits or other authorizations issued by the FCC necessary to operate WECY in the manner as such operations currently are conducted and there are no conditions upon the WECY FCC Licenses except those conditions stated thereon or generally applicable to broadcast stations comparable to WECY. Except as disclosed on Schedule 1.1(a), hereof, WECY is operating in material compliance with the WECY FCC Licenses and the Communications Laws.

(b) No proceedings are pending or to DTVA's knowledge, threatened (other than proceedings applicable to the television industry as a whole) nor, to DTVA's knowledge, do any facts exist which may reasonably result in the revocation or materially adverse modification of any of the WECY FCC Licenses, the denial of any pending material applications related to the WECY FCC Licenses, or, in any material respect, the issuance of any cease and desist order related to the WECY FCC Licenses or the imposition of any administrative actions by the FCC with respect to the WECY FCC Licenses.

5.6 WECY Tangible Personal Property. Schedule 1.1(b) hereto contains a true and complete list of the WECY Tangible Personal Property. DTVA: (a) is the owner of all of the WECY Tangible Personal Property it purports to own, (b) has a valid leasehold interest in the WECY Tangible Personal Property it purports to lease, and (c) has a valid license right (whether as a licensor or licensee) in the WECY Tangible Personal Property it purports to license, in all cases free and clear of any Liens, except for Permitted Liens. Except as disclosed on Schedule 1.1(b), the WECY Tangible Personal Property is in reasonable operating condition, ordinary wear and tear excepted.

5.7 Title. No liens have been filed or recorded against the WECY Station Assets in the public records of the Secretary of State of DTVA's state of organization or in any other jurisdiction in which the WECY Station Assets are located. In the event there is any lien on the WECY Station Assets, such lien will be fully discharged on or prior to the Closing Date. The instruments to be executed by DTVA and delivered to Woodland at the Closing, conveying the WECY Station Assets to Woodland, will transfer good and marketable title to the WECY Station Assets, free and clear of all liens.

5.8 Taxes. DTVA has, in respect of WECY's business filed all federal, state, and local income, franchise, sales, use, property, excise, payroll, and other tax returns and forms required to be filed under applicable law, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies, and losses required to be paid with respect to WECY that have become due and payable. No event has occurred which would be reasonably likely to impose upon Woodland any liability for any taxes, penalties, or interest due or to become due from DTVA from any taxing authority.

5.9 Absence of Insolvency. No insolvency proceedings of any character including bankruptcy, receivership, reorganization, composition or arrangements with creditors, voluntary or involuntary, affecting DTVA or any of the WECY Station Assets, are pending or, to the best knowledge of DTVA, threatened, and DTVA has not made any assignment for the benefit of creditors, or taken any action with a view to, or which would constitute the basis for the institution of, any such insolvency proceedings.

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

5.11 No Broker. There is no broker, finder or other person or entity who would have any valid claim through DTVA against any of the parties to this Agreement for a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement of, or action taken by, DTVA.

5.12 Qualification. To DTVA's knowledge: (a) DTVA is legally, financially, and otherwise qualified to be the licensee of WWHC under the Communications Laws; (b) there are no facts that would, under the Communications Laws, disqualify DTVA as an assignee of the WWHC FCC Licenses or that that would reasonably be expected to delay the FCC's processing

of any FCC Application because of DTVA's qualifications; and (c) no waiver of or exemption from any existing Communication Law on the part of DTVA is necessary for the WWHC FCC Consent to be obtained.

## **ARTICLE 6 – REPRESENTATIONS AND WARRANTIES OF WOODLAND**

Woodland hereby represents, warrants and covenants to DTVA as follows:

6.1 Organization and Standing. Woodland is duly organized, validly existing and in good standing under the laws of the state of Delaware.

6.2 Authority.

(a) Woodland has all necessary power and authority to enter into this Agreement and all other agreements, documents, certificates and instruments delivered or to be delivered hereunder by Woodland (collectively, the "Woodland Documents"), to perform each of its obligations thereunder, and to consummate the transactions contemplated thereby. Each of the Woodland Documents has been, or at or prior to the Closing will be, as the case may be, duly executed and delivered by Woodland and constitutes, or will constitute at the Closing, as the case may be, a valid and binding obligation of Woodland, enforceable against Woodland in accordance with its respective terms.

(b) The execution and delivery by Woodland of the Woodland Documents does not or will not, and the consummation of the transactions contemplated thereby will not: (i) conflict with, or result in a violation of, any provision of Woodland's organizational documents; (ii) constitute or result in a breach of or default (or an event which with notice or lapse of time, or both, would constitute a default) under, or result in the termination or suspension of, or accelerate the performance required by, or result in a right of termination, cancellation or acceleration of any contract, or any other material agreement, indenture, covenant, instrument, license or permit by which Woodland is bound; (iii) create any lien; or (iv) constitute, or result in, a violation of any judgment, ruling, order, writ, injunction, decree, statute, law, rule or regulation applicable to Woodland.

6.3 No Defaults. Neither the execution, delivery and performance by Woodland of this Agreement nor the consummation by Woodland of the transactions contemplated hereby is an event that, of itself or with the giving of notice or the passage of time or both, will: (a) violate any judgment, decree, order, statute, law, rule or regulation of any court, arbitrator or government or regulatory body applicable to Woodland, the WWHC Station Assets or WWHC; or (b) result in the creation or imposition of any lien, charge or encumbrance against the WWHC Station Assets or WWHC.

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

6.5 WWHC FCC Licenses.

(a) Schedule 1.2(a) hereto contains a true and complete list of the WWHC FCC Licenses. Woodland is the authorized legal holder of the WWHC FCC Licenses. The WWHC FCC Licenses are in full force and effect, unimpaired by any act or omission of Woodland. The WWHC FCC Licenses are all of the licenses, permits or other authorizations issued by the FCC necessary to operate WWHC in the manner as such operations currently are conducted and there are no conditions upon the WWHC FCC Licenses except those conditions stated thereon or generally applicable to broadcast stations comparable to WWHC. Except as disclosed on Schedule 1.2(a), hereof, WWHC is operating in material compliance with the WWHC FCC Licenses and the Communications Laws.

(b) No proceedings are pending or to Woodland's knowledge, threatened (other than proceedings applicable to the television industry as a whole) nor, to Woodland's knowledge, do any facts exist which may reasonably result in the revocation or materially adverse modification of any of the WWHC FCC Licenses, the denial of any pending material applications related to the WWHC FCC Licenses, or, in any material respect, the issuance of any cease and desist order related to the WWHC FCC Licenses or the imposition of any administrative actions by the FCC with respect to the WWHC FCC Licenses.

6.6 WWHC Tangible Personal Property. Schedule 1.2(b) hereto contains a true and complete list of the WWHC Tangible Personal Property. Woodland: (a) is the owner of all of the WWHC Tangible Personal Property it purports to own, (b) has a valid leasehold interest in the WWHC Tangible Personal Property it purports to lease, and (c) has a valid license right (whether as a licensor or licensee) in the WWHC Tangible Personal Property it purports to license, in all cases free and clear of any Liens, except for Permitted Liens. Except as disclosed on Schedule 1.2(b), the WWHC Tangible Personal Property is in reasonable operating condition, ordinary wear and tear excepted.

6.7 Real Property. Woodland holds no fee simple ownership interests in real property used in the operation of WWHC. Woodland holds valid leasehold (or license) interests for the transmitter site for WWHC. The WWHC Real Property Leases set forth on Schedule 1.2(c) are Woodland's sole interest in real estate used in connection with the operation of WWHC in the manner in which they are being operated. To the knowledge of Woodland, there is no pending condemnation or similar proceeding affecting the real property which is subject to a WWHC Real Property Lease. Subject to obtaining applicable lessor consents, Woodland has the full legal power and authority to assign its rights under the WWHC Real Property Leases to DTVA. Woodland has received no written notification stating that the present use of the premises leased in the WWHC Real Property Leases ("Leased Premises") is not in compliance with applicable zoning codes or laws. Woodland has received no written notification stating that any certificates of occupancy and other consents and approvals required to be obtained for use of the Leased Premises by Woodland from any governmental authority, association or board with jurisdiction over the Leased Premises have not been issued or are not in full force and effect

6.8 Title. No liens have been filed or recorded against the WWHC Station Assets in the public records of the Secretary of State of Woodland's state of organization or in any other jurisdiction in which the WWHC Station Assets are located. In the event there is any lien on the WWHC Station Assets, such lien will be fully discharged on or prior to the Closing Date. The instruments to be executed by Woodland and delivered to DTVA at the Closing, conveying the

WWHC Station Assets to DTVA, will transfer good and marketable title to the WWHC Station Assets, free and clear of all liens.

6.9 Insurance. All of the material WWHC Station Assets that are insurable are insured against loss, injury, or damage consistent with Woodland's past practices.

6.10 Environmental Matters. (i) Woodland has not, in connection with the business or assets of the WWHC, generated, used, transported, treated, stored, released or disposed of, or to its knowledge, has not 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; (ii) there has not been any generation, use, transportation, treatment, storage, release or disposal of any Hazardous Substance in connection with the conduct of business of WWHC by Woodland 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; (iii) Woodland has received no written notification stating that any asbestos or polychlorinated biphenyl or underground storage tank is contained in or located at any Leased Premises; and (iv) any Hazardous Substance handled or dealt with in any way by Woodland in connection with business of the Stations has been and is being handled or dealt with by Woodland in all material respects in compliance with all applicable environmental laws. To the knowledge of Woodland, Woodland (with respect to WWHC) and WWHC are in compliance in all material respects with all environmental, health and safety laws applicable to the leased real property included in the WWHC Station Assets. There is no action, suit or proceeding pending or, to the knowledge of Woodland, threatened against Woodland (with respect to WWHC) or WWHC that asserts that Woodland (with respect to WWHC) or WWHC has violated any environmental, health or safety laws applicable to such real property. "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, corrosivity, 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.

6.11 Taxes. Woodland has, in respect of WWHC's business filed all federal, state, and local income, franchise, sales, use, property, excise, payroll, and other tax returns and forms required to be filed under applicable law, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies, and losses required to be paid with respect to WWHC that have become due and payable. No event has occurred which would be reasonably likely to impose upon DTVA any liability for any taxes, penalties, or interest due or to become due from Woodland from any taxing authority.

6.12 Performance of Real Property Leases and Assumed Contracts. Schedules 1.2(c) and 1.2(d) include all WWHC Real Property Leases and WWHC Assumed Contracts as of the date hereof. Woodland has performed all of its obligations pursuant to each of the WWHC Real Property Leases and the WWHC Assumed Contracts in all material respects and is not in material default or breach of any such agreements. Woodland has not received written notice from any party to any WWHC Real Property Lease or WWHC Assumed Contract that such party

contends that it is in material default or breach under any WWHC Real Property Leases or WWHC Assumed Contract. Each of the WWHC Real Property Leases and WWHC Assumed Contracts is in full force and effect, and, to the knowledge of Woodland, there is not any material default or breach under any WWHC Real Property Lease or WWHC Assumed Contract by the other party to any WWHC Real Property Lease or WWHC Assumed Contract. Except as set forth in Schedules 1.2(c) and 1.2(d) attached hereto, there have been no modifications, extensions or amendments of any of the WWHC Real Property Leases or WWHC Assumed Contracts, except as may be contemplated by this Agreement. Woodland has not been notified by any other party to any WWHC Real Property Lease or WWHC Assumed Contract that such party has a present intent to terminate or not to renew any WWHC Real Property Lease or WWHC Assumed Contract. None of the Real Property Leases and Assumed Contracts included in the WWHC Station Assets has as the other party an entity controlled by Woodland.

6.13 MVPD Matters. Schedule 6.13 contains (i) a complete list of all U.S. cable television systems which carry WWHC's signal and (ii) a list of all retransmission consent and/or copyright indemnification agreements, if any, entered into with respect to WWHC. Woodland has not received written notice that any MVPD which is currently carrying WWHC's signal, intends to delete WWHC from carriage or to change WWHC's channel position on such MVPD system. Woodland has provided DTVA with copies of all notices, retransmission consents, agreements, correspondence or petitions from any MVPD with respect to WWHC.

6.14 Sufficiency of Assets. The WWHC Station Assets are sufficient for the conduct of the business and operation of WWHC as presently operated by Woodland. The WWHC Station Assets constitute all material assets regularly used or held for use to operate WWHC.

6.15 Absence of Insolvency. No insolvency proceedings of any character including bankruptcy, receivership, reorganization, composition or arrangements with creditors, voluntary or involuntary, affecting Woodland or any of the WWHC Station Assets, are pending or, to the best knowledge of Woodland, threatened, and Woodland has not made any assignment for the benefit of creditors, or taken any action with a view to, or which would constitute the basis for the institution of, any such insolvency proceedings.

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

6.17 No Broker. There is no broker, finder or other person or entity who would have any valid claim through Woodland against any of the parties to this Agreement for a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement of, or action taken by, Woodland.

6.18 Qualification. To Woodland's knowledge: (a) Woodland is legally, financially, and otherwise qualified to be the licensee of WECY under the Communications Laws; (b) there are no facts that would, under the Communications Laws, disqualify Woodland as an assignee of the WECY FCC Licenses or that that would reasonably be expected to delay the FCC's processing of any FCC Application because of Woodland's qualifications; and (c) no waiver of

or exemption from any existing Communication Law on the part of Woodland is necessary for the WECY FCC Consent to be obtained.

## **ARTICLE 7 COVENANTS PENDING THE CLOSING**

7.1 Negative Covenants. Before the Closing Date, subject to the WECY TBA, neither party shall, without the prior written consent of the other party:

(a) Make or attempt to make any change in the WECY FCC Licenses or WWHC FCC Licenses, as applicable, other than to keep such FCC Licenses in full force and effect;

(b) Sell, lease or transfer or agree to sell, lease or transfer, any WECY Station Asset or WWHC Station Asset except for incidental sales or leases in the ordinary course of business, or such Station Assets which are being replaced by assets of comparable or superior kind, condition and value;

(c) Enter into any contract, lease or commitment relating to either Station, or incur any other obligation with respect to its Station;

(d) Take any action that would make the consummation of this transaction contrary to the Communications Laws or require a waiver of the Communications Laws; or

(e) Authorize or permit any officer, director or employee, or any investment banker, attorney, accountant or other advisor or representative retained to, solicit, initiate, encourage (including by way of furnishing information), endorse or enter into any agreement with respect to, or take any other action to facilitate, any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any proposal to purchase, directly or indirectly, its Station.

7.2 Positive Covenants. Before the Closing Date, subject to the WECY TBA, both parties shall:

(a) Maintain and preserve its rights under the WECY FCC Licenses and WWHC FCC Licenses, as applicable, and operate its Stations in the ordinary course of business, in accordance with past practice and in all material respects in accordance with the Communications Laws and with all other applicable laws, regulations, rules and orders and good engineering practices. Notwithstanding anything herein to the contrary in this Agreement, the parties acknowledge that WECY is not and has not been broadcasting or transmitting a television signal, and the results or effects of WECY's silent status shall not be deemed to be a breach of any representation, warranty or covenant hereunder, including, but not limited to violation or the Communications Laws; and

(b) Use commercially reasonable efforts to maintain the WECY Station Assets and WWHC Station Assets, as applicable, in the ordinary course of business.

### 7.3 FCC's Post-Auction Repacking Process.

(a) If either Station is displaced as a result of the FCC's incentive auction repacking process, the parties shall consult in good faith with each other prior to filing any displacement application to move to another channel in the repacked television band or to seek to channel share with another television licensee at the earliest opportunity reasonably available but no later than the close of the Special Displacement Window during which low power television ("LPTV") and translator stations may seek alternative channel assignments from the FCC. In the event that either party to this Agreement and a third party file mutually exclusive displacement applications, the filing party shall consult in good faith with the other party to this Agreement and then with the mutually exclusive applicant to resolve the mutual exclusivity in a manner that most closely preserves the current population coverage of the effected Station. In selecting an alternative channel and designing and constructing facilities to operate on any temporary or permanent channel assignment, the parties hereto shall consult with each other regarding the effected Station's channel reassignment, design, equipment, facilities, and any other element of system configuration relevant to its operation following the conclusion of the post-auction transition.

(b) The parties shall take all actions necessary to secure funding and reimbursement for relocation in connection with the post-auction repacking process, whether available now or made available at any time prior to Closing.

(c) All funds that have been or may be made available to reimburse Woodland's channel relocation costs and expenses in respect of WWHC, including funds made available to Woodland from the FCC's Broadcaster Relocation Fund, shall be allocated to DTVA, whether such amounts become available prior to or following the Closing, less any costs or expenses mandated and required by the FCC for the relocation of the Station which are incurred and paid by Woodland prior to Closing. All funds that have been or may be made available to reimburse DTVA's channel relocation costs and expenses in respect of WECY, including funds made available to DTVA from the FCC's Broadcaster Relocation Fund, shall be allocated to Woodland, whether such amounts become available prior to or following the Closing, less any costs or expenses mandated and required by the FCC for the relocation of the Station which are incurred and paid by DTVA prior to Closing.

(d) In connection with any notice that either party receives from a 600 MHz licensee informing the party that either of the Stations will create interference to 600 MHz operations or that either of the Stations must terminate service, such party shall (i) promptly forward such notice to the other party, (ii) operate its station on its current channel for as long as permitted; (iii) satisfy any obligation to terminate service when required, and (iv) consult with the other party in good faith on options to pursue continuous service and operation on alternative channels, including filing an application for special temporary authority to operate on an alternative channel or to channel share with another broadcast television licensee.

(e) In connection with any other notice that either party receives from the FCC or any other person with respect to any interference that either of the Stations may create, such party shall: (i) promptly forward such notice to the other party, (ii) consult in good faith with the other party regarding options to pursue in connection with resolution of such

interference, and (iii) otherwise take all actions necessary to preserve all rights for the continued use of the FCC Authorizations for the Stations.

(f) For the purposes of this Agreement, (i) “Special Displacement Window” means the special displacement window the FCC created for operating low power television, analog-to-digital replacement translator and TV translator stations (see The Incentive Auction Task Force and Media Bureau Announce Procedures for Low Power Television, Television Translator and Replacement Translator Stations During the Post-Incentive Auction Transition, Public Notice, 32 FCC Rcd 3860 (MB May 12, 2017)) and (ii) the “FCC’s Broadcaster Relocation Fund” means the TV Broadcaster Relocation Fund as defined in section 1453(d) of Title 47 of the United States Code.

## ARTICLE 8– CONDITIONS

8.1 Conditions Precedent to DTVA’s Obligations. The obligations of DTVA to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions, except to the extent DTVA shall have waived in writing satisfaction of such condition (other than either FCC Consent, which cannot be waived):

(a) the representations and warranties made by Woodland in this Agreement shall be true and correct in all material respects as of the date of this Agreement and on the Closing Date as though such representations and warranties were made on such date;

(b) Woodland shall have performed and complied in all material respects with all covenants, agreements and undertakings required by this Agreement to be performed or complied with prior to the Closing;

(c) DTVA shall have received a certificate dated as of the Closing Date from Woodland to the effect that the conditions set forth in Sections 8.1(a) and 8.1(b) have been satisfied;

(d) Woodland shall have delivered to DTVA customary instruments of conveyance as shall be effective to transfer title of the WWHC Station Assets to DTVA, including but not limited to, a bill of sale and assignment and assumption agreements for the WWHC FCC Licenses, WWHC Real Property Leases and WWHC Assumed Contracts and certified copies of appropriate resolutions, duly adopted, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery and performance by Woodland of this Agreement, and the consummation of the transaction contemplated hereby;

(e) there shall be no material adverse effect upon any WWHC FCC License;

(f) the WWHC FCC Consent shall be effective;

(g) Woodland shall have obtained and delivered to DTVA the other third party consents identified on Schedule 8.1(g); and

(h) all liens on the WWHC Station Assets shall have been released.

8.2 Conditions Precedent to Woodland's Obligations. The obligations of Woodland to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions, except to the extent Woodland shall have waived in writing satisfaction of such condition (other than either FCC Consent, which cannot be waived):

(a) the representations and warranties made by DTVA in this Agreement shall be true and correct in all material respects as of the date of this Agreement and on the Closing Date as though such representations and warranties were made on such date;

(b) DTVA shall have performed and complied in all material respects with all covenants, agreements and undertakings required by this Agreement to be performed or complied with prior to the Closing;

(c) Woodland shall have received a certificate dated as of the Closing Date from Woodland to the effect that the conditions set forth in Sections 8.2(a) and 8.2(b) have been satisfied;

(d) DTVA shall have delivered to Woodland customary instruments of conveyance as shall be effective to transfer title of the WECY Station Assets to Woodland, including but not limited to, a bill of sale, an assignment and assumption agreement of WECY FCC Licenses and certified copies of appropriate resolutions, duly adopted, which shall be in full force and effect at the time of the Closing, authorizing the execution, delivery and performance by DTVA of this Agreement, and the consummation of the transaction contemplated hereby;

(e) there shall be no material adverse effect upon any WECY FCC License;

(f) the WECY FCC Consent shall be effective; and

(g) all liens on the WECY Station Assets shall have been released.

## **ARTICLE 9 FEES AND EXPENSES; INDEMNIFICATION**

9.1 Expenses; FCC Fees. Except as set forth below, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation and preparation of this Agreement, the WECY TBA and the transactions contemplated thereby. Each party represents to the other that it has not retained and does not owe any fee to any broker in connection with the transactions contemplated herein. If any amount paid by DTVA or Woodland on account of the fees payable to the FCC necessary to obtain the FCC Consents is in excess of one-half thereof, the party that paid such excess amount shall be entitled to prompt reimbursement of such amount (plus all reasonable and documented attorneys' fees and expenses incurred in connection with enforcing this provision in the event of a dispute between DTVA and Woodland, if any) from the other.

9.2 Indemnification.

(a) Following the Closing, DTVA shall indemnify, defend and hold harmless Woodland with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) (collectively, "Claims") asserted against, resulting from, imposed upon or incurred by Woodland directly or indirectly relating to or arising out of: (i) the breach by DTVA of any of its representations or warranties, or failure by DTVA to perform any of its covenants, conditions or agreements set forth in this Agreement; (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the WECY Station Assets or DTVA's ownership of WECY prior to the Closing; and (iii) the DTVA Retained Liabilities and DTVA Excluded Assets.

(b) Following the Closing, Woodland shall indemnify, defend and hold harmless DTVA with respect to any and all Claims asserted against, resulting from, imposed upon or incurred by Woodland directly or indirectly relating to or arising out of: (i) the breach by Woodland of any of its representations or warranties, or failure by Woodland to perform any of its covenants, conditions or agreements set forth in this Agreement; (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the WWHC Station Assets or Woodland's ownership of WWHC prior to the Closing; and (iii) the Woodland Retained Liabilities and Woodland Excluded Assets.

(c) The indemnities of DTVA and Woodland in (a)(i) and (b)(i), respectively above, shall be limited such that no claim may be made by an indemnified party until the total of Claims shall equal or exceed Five Thousand Dollars (\$5,000), and then a claim may be made for the amount of Claims including the Five Thousand Dollars (\$5,000). In the aggregate, neither DTVA nor Woodland shall be liable for Claims in respect of the indemnities of DTVA and Woodland in (a)(i) and (b)(i), respectively, in excess of Fifty Thousand Dollars (\$50,000).

(d) The right to indemnification under this Section 9.2 shall be the exclusive remedy of any party in connection with any breach or default by another party under this Agreement occurring after the Closing Date or with respect to any ancillary document executed and/or delivered in connection with Closing under this Agreement. No party shall have any liability to another party under any circumstances for special, consequential, punitive or exemplary damages, unless such special, consequential, punitive or exemplary damages are included in any governmental order entered against the indemnified party arising out of a claim by a third party against the indemnified party for which the indemnified party is entitled to seek indemnification pursuant to this Section 9.2.

## **ARTICLE 10 TERMINATION RIGHTS**

10.1 Termination. This Agreement may be terminated, by written notice given by any party (provided such party is not in breach of any of its obligations, representations, warranties or duties hereunder) to the other party hereto, at any time prior to the Closing Date as follows:

(a) by mutual written consent of the parties hereto;

(b) by either DTVA or Woodland, if a court of competent jurisdiction or governmental, regulatory or administrative agency or commission shall have issued an order, decree or ruling or taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree, ruling or other action shall have become a “Final Order”, meaning an action by the FCC: (x) that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended; (y) with respect to which no request for stay, motion or petition for rehearing, reconsideration or review, or application or request for review or notice of appeal or *sua sponte* review by the FCC is pending; and (z) as to which the statutory or regulatory time for filing any such request, motion, petition, application, appeal or notice, and for any reconsideration, stay or setting aside by the FCC on its own motion or initiative, has expired.

(c) by DTVA (provided it is not in default hereunder), if Woodland fails to perform or breach any of its obligations, representations, warranties, covenants or duties under this Agreement or the WECY TBA and Woodland has not cured such failure to perform or breach within thirty (30) days after receipt by Woodland of written notice from DTVA;

(d) by Woodland (provided it is not in default hereunder), if DTVA fails to perform or breaches any of its obligations, representations, warranties, covenants or duties under this Agreement or the WECY TBA, and DTVA has not cured such failure to perform or breach within thirty (30) days after receipt by DTVA of written notice from Woodland;

(e) by DTVA or Woodland if the FCC by Final Order: (i) dismisses either FCC Application; (ii) denies either FCC Application; or (iii) designates either FCC Application for an evidentiary hearing; provided that the right to terminate this Agreement under this Section 10.1(e) shall not apply to any party whose action or inaction in fulfilling a material obligation under this Agreement shall have been a cause for the failure of the FCC to dismiss, deny or designate for hearing such FCC Application as provided herein; or

(f) by DTVA or Woodland, if the FCC has not granted both FCC Applications by the twelve (12) month anniversary of the date hereof, provided that the right to terminate this Agreement under this Section 10.1(f) shall not apply to any party whose action or inaction in fulfilling a material obligation under this Agreement shall have been a cause for the failure of the FCC to grant both FCC Consents during such twelve (12) month period.

10.2 Effect of Termination. Upon termination of this Agreement, neither DTVA nor Woodland shall have any liability to the other party, and this Agreement in its entirety shall be deemed null, void, and of no further force and effect, except as provided in Section 11.6. In the event of termination of this Agreement, each party shall bear its own expenses.

10.3 Specific Performance. The parties acknowledge that the Stations are unique assets not readily obtainable on the open market and that, in the event that either party fails to perform its obligation to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate the other party for its injuries. Therefore, both parties agree and acknowledge that in the event of a party’s failure to perform its obligation to consummate the transaction contemplated hereby, the non-breaching party shall be entitled, in addition to any other rights and remedies on account of such failure, to specific performance of

the terms of this Agreement and of the breaching party's obligation to consummate the transaction contemplated hereby. If any action is brought to enforce this Agreement, the defending party shall waive the defense that there is an adequate remedy at law.

## **ARTICLE 11 MISCELLANEOUS PROVISIONS**

11.1 General. This Agreement and the Schedules attached hereto and the ancillary documents provided for herein, constitute the entire agreement and understanding of the parties hereto relating to the matters provided for herein and supersede any and all prior agreements, arrangements, negotiations, discussions and understandings relating to the matters provided for herein. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any and all notices or other communications required or desired to be given hereunder by any party shall be in writing to the applicable address set forth on the signature page.

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

11.3 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, but only as long as the continued validity, legality and enforceability of such provision or application does not materially (a) alter the terms of this Agreement or (b) diminish the benefits or burdens of this Agreement.

11.4 Assignment. This Agreement and the parties' rights or obligations hereunder shall not be assigned without the prior written consent of the non-assigning party, provided, however, that either party may assign its rights hereunder to a party under common control as long as such assignment is not reasonably expected to materially delay the processing by the FCC of either FCC Application. This Agreement shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and assigns.

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

11.6 Survival. The representations and warranties in this Agreement shall survive for a period of twelve (12) months from the Closing Date, whereupon they shall expire and be of no further force or effect, except (a) those under Sections 5.1 and 5.2 (DTVA Organization and

Authority) and Sections 6.1 and 6.2 (Woodland Organization and Authority), which shall survive until the expiration of any applicable statute of limitations; and (b) those with respect to title to the WECY Station Assets and WWHC Station Assets, which shall survive indefinitely. The covenants and agreements in this Agreement that are to be performed after the Closing shall survive until performed and any other covenants and agreements shall survive for a period of twelve (12) months from the Closing Date.

11.7 Waivers. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11.8 No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

11.9 Like-Kind Exchange. To facilitate a like-kind exchange under Section 1031 of the Code, DTVA or Woodland 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 such party of its obligations under this Agreement) and any such qualified intermediary may re-assign to the assigning party. If an assigning party gives notice of such assignment, the other party shall provide the assigning party with a written acknowledgment of such notice prior to Closing and shall otherwise reasonably cooperate therewith, provided, that such procedure shall not result in a material delay in the Closing and that no additional cost or liability results to the non-assigning party.

11.10 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 New York (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 courts of the State of New York in New York County or federal courts in the Southern District of New York. 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.

[Remainder of page left intentionally blank. Signature page follows.]

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

**DTVA:**

**DTV AMERICA CORPORATION**

By:   
\_\_\_\_\_  
Les Levi, Chief Operating Officer

Address:

c/o HC2 Holdings Inc.  
450 Park Avenue, 30<sup>th</sup> Floor,  
New York, NY 10022  
Email: jferraro@hc2.com

Copy to (which shall not constitute notice):

Trey Hanbury  
Hogan Lovells US LLP  
555 13th St NW  
Washington, DC 20004  
Email: trey.hanbury@hoganlovells.com

**WOODLAND:**

**WOODLAND COMMUNICATIONS, LLC**

By: \_\_\_\_\_  
William Christian, President

Address:

33 East Market Street  
Elmira, New York 14830  
e-mail: bchristian@wydctv.com

Copy to (which shall not constitute notice):

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

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

**DTVA:**

**DTV AMERICA CORPORATION**

By: \_\_\_\_\_  
Les Levi, Chief Operating Officer

Address:

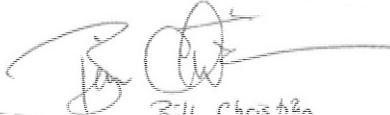
c/o HC2 Holdings Inc.  
450 Park Avenue, 30<sup>th</sup> Floor,  
New York, NY 10022  
Email: jferraro@hc2.com

Copy to (which shall not constitute notice):

Trey Hanbury  
Hogan Lovells US LLP  
555 13th St NW  
Washington, DC 20004  
Email: trey.hanbury@hoganlovells.com

**WOODLAND:**

**WOODLAND COMMUNICATIONS,  
LLC**

By:  \_\_\_\_\_  
Bill Christian  
William Christian, President

Address:

33 East Market Street  
Corning, New York 14830  
e-mail: bchristian@wydctv.com

Copy to (which shall not constitute notice):

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

**Schedule 1.1(a)**

**WECY FCC Licenses**

<b><u>Call Sign</u></b>	<b><u>Facility ID</u></b>	<b><u>Service</u></b>	<b><u>Community of License</u></b>	<b><u>Channel</u></b>	<b><u>Licensee</u></b>
WECY-LD	184197	Digital LPTV	Indianapolis, IN	35	DTV America Corporation

FCC Authorizations for WECY-LD

License to Cover – FCC Application File No. 0000001715 (granted June 22, 2015)

Minor Modification – FCC Application File No. 0000002944 (granted July 15, 2015)

Request for Silence STA – FCC Application File No. 0000040428 (granted January 18, 2018)

**Schedule 1.2(a)**

**WWHC FCC Licenses**

<b><u>Call Sign</u></b>	<b><u>Facility ID</u></b>	<b><u>Service</u></b>	<b><u>Community of License</u></b>	<b><u>Channel</u></b>	<b><u>Licensee</u></b>
WWHC-LP	10868	Analog LPTV	Olean, NY	20	Woodland Communications, LLC

FCC Authorizations for WWHC-LP

License to Cover – FCC Application File No. 0000022154 (granted May 24, 2017)