

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is dated as of October 18, 2017 by and between **OTA BROADCASTING (BOS), LLC**, a Delaware limited liability company ("Seller"), **NBC TELEMUNDO LICENSE LLC**, a Delaware limited liability company ("NBC LicenseCo"), and **WBTS TELEVISION LLC**, a Delaware limited liability company ("NBC OpCo") and collectively with NBC LicenseCo, "Buyer").

RECITALS

WHEREAS, Seller is the licensee and operator of Class A television broadcast station WYCN-CD, Nashua, New Hampshire (FCC Facility ID No. 9766) (the "Station"), pursuant to authorizations issued by the Federal Communications Commission ("FCC");

WHEREAS, Seller participated in the broadcast incentive auction conducted by the FCC under Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. 112-96, § 6403, 126 Stat. 156, 225-230 (2012)) (the "Incentive Auction");

WHEREAS, as a result of Seller's winning reverse auction bid for the Station in the Incentive Auction, Seller will relinquish its rights to usage of the Station's spectrum but can obtain a shared status license for the Station allowing the Station to share a channel with a "sharer" station;

WHEREAS, contemporaneously with the execution of this Agreement, Seller is entering into a Channel Sharing and Facilities Agreement (the "CSA") with WGBH Educational Foundation ("Sharer");

WHEREAS, Sharer owns and operates television station WGBX-TV, Boston, Massachusetts (FCC Facility ID No. 72098) (the "Sharer Station");

WHEREAS, upon the relinquishment of the spectrum of the Station by Seller, the Station and the Sharer Station will share the channel of the Sharer Station as a "shared channel" pursuant to the CSA;

WHEREAS, Seller desires to sell the FCC Authorizations (as defined below) and Shared Channel Rights (as defined below) and NBC LicenseCo desires to purchase the FCC Authorizations and Shared Channel Rights; and

WHEREAS, contemporaneously with the execution of this Agreement, NBC OpCo and Seller are entering into a Technical Services Agreement (the "TSA") pursuant to which NBC OpCo will perform technical services for Seller in connection with the construction of facilities necessary to implement the Shared Channel Rights and to obtain a shared status license for the Station to operate as a "sharer" station using the technical facilities of the Sharer Station pursuant to the CSA.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises made

herein, the parties hereto agree as follows:

AGREEMENT

1. **Assets and Liabilities.**

a. Subject to the terms and conditions set forth in this Agreement, at the Closing, Seller shall sell, assign and transfer to NBC LicenseCo, and NBC LicenseCo shall purchase, assume and accept from Seller, the assets described below (the "LicenseCo Assets"):

i. The licenses, authorizations and permits issued by the FCC for the construction and operation of the Station (the "FCC Authorizations") and any pending applications relating thereto, as described on *Schedule I* hereto; provided, however, that Seller, as a winning license relinquishment bidder, shall have ceased operation of the Station on its pre-auction channel prior to consummation of the transaction contemplated herein;

ii. The right of Seller, as a winning license relinquishment bidder, to enter into a channel sharing agreement for the Station and to be issued a shared status license for the Station for a shared channel with a sharer station and using the sharer station's operating frequency (the "Shared Channel Rights"); and

iii. All rights and obligations of Seller under the CSA to the extent relating to the FCC Authorizations and Shared Channel Rights.

b. Subject to the terms and conditions set forth in this Agreement, at the Closing, Seller shall sell, assign and transfer to NBC OpCo, and NBC OpCo shall purchase, assume and accept from Seller, the following assets (the "OpCo Assets"): all rights and obligations of Seller under the CSA to the extent relating to assets other than FCC Authorizations and Shared Channel Rights.

c. The LicenseCo Assets and the OpCo Assets shall be hereinafter collectively referred to as the "Assets". Other than the Assets, no other assets of Seller or the Station are to be sold or assigned hereunder to Buyer, and all such other assets are excluded from the scope of assets subject to this Agreement.

d. Buyer is not hiring any employees of Seller, its affiliates or the Station hereunder, and Buyer shall not assume or otherwise be liable for any liabilities or obligations of Seller or the Station relating to any employee, whether for wages, salaries, accrued sick or vacation pay or under any employee benefit plan or arrangement. As used herein, "affiliate" shall mean, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control with such first person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities or voting interests, by contract or otherwise.

c. Except for assumption of Seller's obligations under the CSA at Closing,

Buyer shall not assume, and Seller expressly agrees that Buyer shall not assume, any liabilities or obligations of Seller, its affiliates, or the Station of any nature, and Buyer shall not be responsible in any manner to pay, perform or discharge any liabilities or obligations of Seller, its affiliates or the Station.

f. Seller shall not assume, and Buyer expressly agrees that Seller shall not assume, any liabilities or obligations of Buyer or its affiliates of any nature and Seller shall not be responsible in any manner to pay, perform or discharge any liabilities or obligations of Buyer or its affiliates.

2. **Purchase Price.** Upon the terms and subject to the conditions set forth herein, at the Closing (as defined below), Buyer shall pay to Seller a purchase price in the amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000) (the "**Purchase Price**"). Buyer shall pay the Purchase Price to Seller by wire transfer of immediately available funds.

3. **FCC Consent; Assignment Application.** Upon a date no later than five (5) business days after the FCC's grant of the Minor Mod Application (as defined below), Buyer and Seller shall execute, file and prosecute an application with the FCC (the "**Assignment Application**") requesting its consent to the assignment, from Seller to NBC LicenseCo, of the FCC Authorizations (the "**FCC Consent**"). Buyer and NBC LicenseCo shall take all reasonable steps to cooperate with each other and with the FCC to secure such FCC Consent without delay, and to promptly consummate this Agreement in full. The FCC filing fees relating to the Assignment Application shall be paid by Buyer. Buyer and Seller agree to file any other applications or filings with respect to Station or Buyer that may be required by the FCC in order for the FCC to consent to the assignment of the FCC Authorizations from Seller to NBC LicenseCo.

4. **Closing Date; Closing Place.** The closing (the "**Closing**") of the transaction contemplated by this Agreement shall occur on a date (the "**Closing Date**") to be agreed upon by Buyer and Seller, which shall be no earlier than 45 days after the FCC Consent has been granted and the other conditions to Closing set forth in Sections 8 and 9 have either been waived or satisfied. The Closing shall take place remotely by facsimile and/or email, or in such other manner and at such other place as Buyer and Seller may agree in writing.

5. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer as of the date hereof and the Closing Date as follows:

a. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and Seller is qualified to do business in the State of New Hampshire.

b. Seller has full power and authority to sell, transfer, assign and convey the Assets to Buyer, and to execute, deliver and perform this Agreement. The execution and delivery of this Agreement and the consummation of the sale of the Assets have been duly and validly approved and authorized by Seller.

c. Seller has good title to the Assets, free of all liens, claims or encumbrances, other than Seller's obligations arising under the CSA.

d. There is no claim or litigation or proceeding that has been filed previously or is pending which affects or could affect the interest of Seller or Buyer to or in the Assets or which could prevent Seller from complying with its obligations hereunder.

e. The FCC Authorizations are validly held by Seller, are in good standing and are in full force and effect; Seller has operated the Station in material compliance with applicable laws, including the rules and policies of the FCC.

f. Seller submitted a winning reverse auction bid for the Station pursuant to which Seller will relinquish its rights to usage of the Station's pre-auction spectrum.

6. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller as of the date hereof and as of the Closing Date as follows:

a. Each of NBC LicenseCo and NBC OpCo is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

b. Each of NBC LicenseCo and NBC OpCo has full power and authority under its organizational documents to carry out the provisions of this Agreement. The execution and delivery of this Agreement and the consummation of the purchase of the Assets provided for herein have been duly and validly authorized by Buyer.

7. **Further Assurances.** Buyer and Seller shall each use their commercially reasonable efforts to take, or cause to be taken, all things necessary or desirable in order to consummate or implement the transactions contemplated by this Agreement and by the CSA. Such actions shall include the following:

a. Seller shall file an application on FCC Form 2100, Schedule E to modify the facilities authorized under the FCC Authorizations (the "Minor Mod Application") so as to implement the Shared Channel Rights and obtain a shared status license for the Station to operate as a "sharee station" using the technical facilities of the Sharer Station pursuant to the CSA. Seller shall also file an application with the FCC to cover the CP (as defined below). Buyer shall be solely responsible for all out-of-pocket expenses relating to the Minor Mod Application and the application to cover the CP.

b. Buyer shall coordinate with, and work with, Seller, under the supervision and control of Seller, to construct the facilities necessary to build out the construction permit (the "CP") obtained by Seller upon the FCC's grant of the Minor Mod Application.

c. Seller and Buyer shall cooperate regarding the implementation of the Shared Channel Rights and to file any additional applications or other filings necessary thereto.

8. **Conditions Precedent to Buyer's Obligation to Close.** The obligation of Buyer

to consummate the Closing is subject to the satisfaction, or waiver by Buyer in its absolute discretion, of the following conditions:

a. The FCC Consent shall have been granted and shall have become a Final Order; provided, however, that neither the FCC Consent nor any other required consent shall contain a Burdensome Condition; and provided, further that Buyer, in its sole discretion, may elect to waive the condition that the FCC Consent shall have become a Final Order. As used herein, "Final Order" means a grant of the FCC Consent which has not been reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which: (i) no request for stay by the FCC or any third party is pending, and no such stay is in effect, and any deadline for filing a request for any such stay has passed; (ii) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the applicable deadline for filing any such appeal, petition or application has passed; (iii) the FCC has not initiated reconsideration or review on its own motion and the time in which such reconsideration or review is permitted has passed; and (iv) no appeal to a court, or request for stay by a court, of the FCC Consent is pending or in effect, and the deadline for filing any such appeal or request has passed, and "Burdensome Condition" means: (i) any condition or limitation on any asset, business or property of Buyer or any of its affiliates, on any asset, business or property which Buyer or any of its affiliates has or hereafter has an unconsummated contract to acquire or to transfer or on the Assets, (ii) any requirement to take or refrain from taking any action with respect to the acquisition, divestiture, leasing or other transaction involving, directly or indirectly, any television broadcasting business or other asset, business or property of any Person or in any area or market, including in the Boston (Manchester) DMA or (iii) any requirement to take any action that may adversely affect Buyer or its affiliates, the Station or the Assets;

b. Seller shall have ceased operation of the Station on its pre-auction channel;

c. The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

d. Seller shall have performed and complied with all of the agreements, obligations and conditions required by this Agreement to be performed or complied with by Seller, prior to or as of the Closing Date;

e. The Minor Mod Application shall have been granted by the FCC, the construction of facilities necessary to build out the CP shall have been completed and Seller shall have filed an application to cover the CP; and

f. All conditions to the closing pursuant to the CSA shall have been satisfied or waived so that the closing under the CSA can take place contemporaneously with the Closing hereunder.

9. **Conditions Precedent to Seller's Obligations to Close.** The obligation of Seller

to consummate the Closing is subject to the satisfaction, or waiver by Buyer in its absolute discretion, of the following conditions:

- a. The FCC Consent shall have been issued and shall be effective;
- b. The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;
- c. Buyer shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by Buyer, prior to or as of the Closing Date; and
- d. The obligations of NBC OpCo under the TSA shall have been performed in all material respects.

10. **Seller's Performance at Closing.** At the Closing, Seller shall deliver to Buyer:

- a. An Assignment and Assumption of FCC Authorizations sufficient to assign the FCC Authorizations to NBC LicenseCo in a form reasonably acceptable to NBC LicenseCo and Seller (the "Assignment and Assumption of FCC Authorizations"), duly executed by Seller;
- b. An Assignment and Assumption of the CSA sufficient to assign all rights and obligations of Seller under the CSA to Buyer in a form reasonably acceptable to Buyer and Seller ("Assignment and Assumption of CSA"), duly executed by Seller; and
- c. Such other assignments or similar documents that Buyer may reasonably require in order to effectuate the assignment from Seller to NBC LicenseCo of the Shared Channel Rights, in each case, duly executed by Seller.

11. **Buyer's Performance at Closing.** At the Closing, Buyer shall deliver to Seller:

- a. The Purchase Price;
- b. The Assignment and Assumption of FCC Authorizations, duly executed by NBC License Co; and
- c. The Assignment and Assumption of CSA, duly executed by Buyer.

12. **Indemnification by Seller.** Seller shall indemnify Buyer and its affiliates and their respective officers, directors, managers, shareholders, partners, members and employees (collectively, "Representatives") against, and shall hold each of them harmless from, any and all losses (including expenses of investigation and attorneys' fees and expenses in connection with any action, suit or proceeding) incurred or suffered by any of the foregoing arising out of, resulting from: (i) the FCC Authorizations, ownership of the Assets or ownership or operation of

the Station prior to the Closing Date, (ii) any breach by Seller of this Agreement, (iii) or any inaccuracy in or breach of any representation, warranty, or covenant made by Seller herein.

13. **Indemnification by Buyer.** Buyer shall indemnify Seller and its affiliates and their respective Representatives against, and shall hold each of them harmless from, any and all losses (including expenses of investigation and attorneys' fees and expenses in connection with any action, suit or proceeding) incurred or suffered by any of the foregoing arising out of, resulting from: (a) any and all liabilities, obligations, claims and demands arising out of the FCC Authorizations or Shared Channel Rights after the Closing Date or out of the ownership or operation of the Station pursuant to the CSA after the Closing Date (provided that Buyer shall have no obligations pursuant to this clause (a) in respect of losses to which Buyer is entitled to indemnification pursuant to clauses (ii) or (iii) of Section 12), or (b) any breach by Buyer of this Agreement, or any inaccuracy in or breach of any representation, warranty, or covenant made by Buyer herein.

14. **Termination.** This Agreement may be terminated at any time prior to Closing as follows:

- a. by the mutual written consent of Seller and Buyer;
- b. by written notice of Seller to Buyer in the event that Buyer: (i) breaches in any material respect any of Buyer's representations or warranties; or (ii) defaults in any material respect in the performance of any of Buyer's covenants or agreements under this Agreement;
- c. by written notice of Buyer to Seller if Seller: (i) breaches in any material respect any of Seller's representations or warranties; or (ii) defaults in any material respect in the performance of any of Seller's covenants or agreements under this Agreement;
- d. by written notice of either party to the other party if Closing has not occurred within one (1) year of the date of this Agreement; or
- e. by Buyer at any time and for any reason upon the payment by Buyer to Seller of a termination fee in amount of the Purchase Price.
- f. The right to terminate this Agreement under Sections 14(b), (c) or (d) hereof shall not be available to any party whose breach of this Agreement has been the cause of, or resulted in, the failure of the Closing to occur.

15. **Specific Performance.** Each party hereto acknowledges that irreparable harm would occur in the event of any breach or threatened breach by the other party hereto of this Agreement at and prior to Closing, for which damages would not be an adequate remedy, and each party hereto shall be entitled to injunctive relief to specifically enforce the terms of this Agreement, without the need to prove actual damages and without posting any bond as a condition for obtaining any such relief, in addition to any other remedy to which it may be entitled in equity or at law, subject to any necessary consent by the FCC. Notwithstanding any

other provision of this Agreement, the expiration of any notice period shall not be a condition precedent to obtaining injunctive relief.

16. **Survival of Warranties.** All representations and warranties made by the parties in this Agreement shall be deemed made for the purpose of inducing the other party to enter into this Agreement and shall survive the Closing and remain operative in full force and effect for a period of one (1) year. Notwithstanding the preceding sentence, any representation or warranty in respect of which indemnity may be sought under this Agreement shall survive the time at which it would otherwise terminate pursuant to the preceding sentence, if a claim under shall have been made against the party from whom such indemnity may be sought prior to such time. All covenants and agreements of the parties hereunder shall survive the Closing indefinitely.

17. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party hereto except that Buyer may, without the consent of Seller, transfer or assign to one or more affiliates, in whole or from time to time in part, the right to purchase all or a portion of the Assets.

18. **Notices.** Any notices, requests, demands, or consents required or permitted to be given hereunder shall be in writing (which shall include notice by facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, as follows:

If to Seller:

OTA Broadcasting (BOS), LLC
3201 Jermantown Road
Suite #380
Fairfax, VA 22030
Attention: Bill Tolpegin

with a copy to:

Covington & Burling LLP
One CityCenter
850 10th Street NW
Washington, DC 20001
Attention: Mace Rosenstein

If to Buyer:

c/o Comcast Corporation
One Comcast Center
52nd Floor
Philadelphia, PA, 19103
Attention: General Counsel

with a copy to:

NBCUniversal Owned Television Stations,
a division of NBCUniversal Media, LLC
30 Rockefeller Plaza
New York, NY 10112
Attn: SVP Business Development and Strategy

and

NBCUniversal Media, LLC
30 Rockefeller Plaza
New York, NY 10112
Attn: Corporate Law Department

19. **Construction.** This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one Agreement. Electronic or facsimile copies of the signatures hereto shall be treated as original signatures for all purposes.

4826-8507-2209.1

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO PURCHASE AGREEMENT]

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

SELLER:

OTA BROADCASTING (BOS), LLC

By: Bill Tolpegin
Name: Bill Tolpegin
Title: President and Chief Executive Officer

BUYER:

NBC TELEMUNDO LICENSE LLC

By: _____
Name:
Title:

WBTS TELEVISION LLC

By: _____
Name:
Title:

[SIGNATURE PAGE TO PURCHASE AGREEMENT]

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

SELLER:

OTA BROADCASTING (BOS), LLC

By: _____
Name: Bill Tolpegin
Title: President and Chief Executive Officer

BUYER:

NBC TELEMUNDO LICENSE LLC

By:  _____
Name: Robert Eatroff
Title: Executive Vice President, Global Corporate
Development and Strategy

WBTS TELEVISION LLC

By:  _____
Name: Robert Eatroff
Title: Executive Vice President, Global Corporate
Development and Strategy

SCHEDULE 1

FCC AUTHORIZATIONS

OTA BROADCASTING (BOS), LLC

Main Station Authorization

Call Sign	Facility ID	Community of License	File Number	Expiration Date
WYCN-CD	9766	Nashua, NH	BLDTA-20141008ABL	4/01/2023

Broadcast Auxiliary Authorization

Call Sign	Radio Service	Expiration Date
WQTP378	TS	4/01/2023