

8.5. Other Documents and Acts. The parties will also execute such other documents and perform such other acts, before and after the Closing Date, as may be necessary for the complete implementation and consummation of this Agreement.

9. POST-CLOSING OBLIGATIONS. The parties covenant and agree as follows with respect to the period subsequent to the Closing Date:

9.1 Buyer's Right to Indemnification. It is understood and agreed that Buyer does not assume and shall not be obligated to pay, any liabilities of Seller, all of which shall remain the sole responsibility of Seller, except those first accruing and payable on or after the Closing Date under the Contracts assigned to and assumed by Buyer hereunder. All representations, warranties, and agreements by Seller shall survive the Closing. Seller agrees to indemnify and defend, and hold Buyer and its affiliates, successors, assigns, representatives, and agents (hereinafter referred to collectively as "Buyer Indemnitees") harmless from and against and in respect of any and all losses, costs, liabilities, claims, obligations, and expenses, arising from: (i) any and all claims, liabilities, and obligations arising from or related to Seller's ownership or operation of the Station or the Assets prior to the Closing hereunder, including without limitation any claims arising in connection with any failure by Seller to pay or discharge any liability relating to the Station that is not expressly assumed by Buyer pursuant to the provisions of this Agreement.

9.2 Seller's Right to Indemnification. Buyer undertakes and agrees to indemnify and hold harmless Seller and its subsidiaries, affiliates, successors, and assigns, as well as their respective directors, officers, employees, shareholders, partners, representatives, and agents (hereinafter referred to collectively as "Seller Indemnitees"), from and against and in respect of any and all losses, costs, liabilities, claims, obligations, and expenses, incurred or suffered by a Seller Indemnatee (hereinafter sometimes collectively referred to as "Damages") arising from: any and all liabilities and obligations arising from or related to the Buyer's ownership or operation of the Station or the Assets after the Closing hereunder, including, without limitation, any liabilities or obligations asserted against a Seller Indemnatee

which arise in connection with any failure by Buyer to pay or discharge any liability which accrues and is payable on or after the Closing Date under any Contracts assigned to and assumed by Buyer hereunder.

10. DEFAULT AND REMEDIES.

10.1 Breach and Opportunity to Cure. If either Buyer or Seller believes the other to be in default of any material representation, warranty, covenant, term, or condition of this Agreement (a “Default”), the non-defaulting party shall provide the defaulting party with notice specifying in reasonable detail the nature of such Default. If such Default has not been cured by the earlier of: (i) the Closing Date, or (ii) within thirty (30) days after delivery of such notice, then the party giving such notice may (a) terminate this Agreement, (b) extend the Closing Date (but no such extension shall constitute a waiver of such non-defaulting party's right to terminate as a result of such Default), and/or (c) exercise the remedies available to such party pursuant to Section 10.2 or 10.3, subject to the right of the other party to contest such action through appropriate proceedings.

10.2 Seller's Remedies. Buyer recognizes that if the Transaction is not consummated as a result of Buyer's default, Seller would be entitled to compensation. The parties agree, therefore, in the event of a material breach by Buyer of its representations and obligations hereunder, not cured within ten (10) days after written notice to that effect from Seller, Seller shall have the right, if it is not in default hereunder, to terminate this Agreement by written notice to Buyer. Seller shall retain the deposit and will be free to pursue such other remedies in law or equity as may be available to it.

10.4 Buyer's Remedies. Seller agrees that the Assets include unique property that cannot be readily obtained on the open market and that Buyer would be irreparably injured if this Agreement is not specifically enforced after default. The parties agree, therefore, that in

the event of a breach by the Seller of its representations and obligations hereunder, not cured within ten (10) days after written notice to that effect from Buyer, Buyer shall be entitled to, in addition to all other remedies that may be available to it, bring an action to enforce the terms of this agreement by decree of specific performance, it being agreed that Buyer may not be fully compensated for its loss through money damages alone.

11. RISK OF LOSS. The risk of loss or damage to the Assets shall be upon Seller at all times prior to the Closing. In the event of material loss or material damage, Seller shall use all reasonable efforts to repair, replace, or restore the lost or damaged property to its former condition as soon as possible. If such repair, replacement, or restoration has not been completed prior to the Closing Date, Buyer may, at its option:

(a) elect to consummate the Transaction in which event Seller shall assign to Buyer all of Seller's rights to insurance proceeds related to such casualty under any applicable insurance policies; or

(b) elect to postpone the Closing Date, with the prior consent of the Commission if necessary, which consent both parties will use all reasonable efforts to obtain, for such reasonable period of time [not to exceed ninety (90) days] as is necessary for Seller if Seller so elects in its sole discretion to repair, replace, or restore the lost or damaged property to its former condition; or

(c) after the expiration of such extension period, if the lost or damaged property has not been adequately repaired, replaced or restored, Buyer may terminate this Agreement, and the parties shall be released and discharged from any further obligation hereunder.

12. GENERAL PROVISIONS.

12.1. Brokerage. The parties represent and warrant to each other that no person is entitled to any fee as a broker or finder in connection with the Transaction and agree to indemnify and hold each other harmless against any claim from any broker or finder based upon any agreement, arrangement, or understanding alleged to have been made by the indemnifying party.

12.2. Expenses. Except as otherwise provided herein, all expenses involved in the preparation and consummation of this Agreement shall be borne by the party incurring the same, whether or not the Transaction is consummated. All Commission filing fees for the Assignment Application(s), all recording costs for instruments of assignment or transfer, and all stamp, sales, use, and transfer taxes shall be paid by Buyer.

12.3. Notices. All notices, requests, demands, and other communications pertaining to this Agreement shall be in writing and shall be deemed duly given when delivered personally (which shall include delivery by Federal Express or other nationally recognized, reputable overnight courier service that issues a receipt or other confirmation of delivery) to the party for whom such communication is intended, or three (3) business days after the date mailed by certified or registered U.S. mail, return receipt requested, postage prepaid, or sent *via* facsimile addressed as follows (or to such other address designated in writing upon due notice to the other party):

(a) If to Seller:

Denver Digital Television, LLC  
P. O. Box 1471  
Evergreen, CO 80437  
Attention: Penny Drucker

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



Borsari & Paxson  
5335 Wisconsin Avenue, N.W., Suite 440  
Washington, D.C. 20015  
Attention: George R. Borsari, Jr.  
Facsimile: (202) 296-4460

(b) If to Buyer:

Seattle 6 Broadcasting Company, LLC  
3111 Bel Air Drive, Unit 25D  
Las Vegas, NV 89109  
Attention: Scott Centers

Any party may change its address for notices by notice to the others given pursuant to this Section.

12.4. Survival of Representations, Warranties, and Indemnification Rights. The several representations and warranties of the parties contained herein, and the parties' respective indemnification rights, shall survive the Closing.

12.5. Exclusive Dealings. For so long as this Agreement remains in effect, neither Seller, its officers, directors, nor any person acting on Seller's behalf, shall, directly or indirectly, solicit or initiate any offer from, or conduct any negotiations with, any person other than Buyer or Buyer's assignee(s) concerning the acquisition of the Station.

12.6. Waiver. Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by any other of any provision of this Agreement shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any Default by any other shall be valid unless in writing and acknowledged by an authorized representative of the nondefaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent Default; and (iii) no extension of time granted by any party for the performance

of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

12.7. Assignment. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

12.8. Entire Agreement. This Agreement and Schedules hereto (which are incorporated by reference herein) constitute the entire agreement between the parties with respect to the subject matter hereof and referenced herein, and supersede and terminate any prior agreements between the parties (written or oral). This Agreement may not be altered or amended except by an instrument in writing signed by both parties hereto.

12.9. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures on each such counterpart were on the same instrument.

12.10. Severability. If any one or more of the provisions contained in this Agreement should be found invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law.

12.11. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to the choice of law rules utilized in that jurisdiction.

12.12 Arbitration. The parties hereto agree that any and all disputes, claims, or controversies arising out of or relating to this Agreement that are not resolved by mutual agreement shall be submitted to final and binding arbitration, pursuant to the United States Arbitration Act, 9 U.S.C Sec. 1 et seq. Either party may commence the arbitration process called for in this Agreement by filing a written

demand for arbitration to the other party. The parties covenant that they shall participate in any such arbitration in good faith and that they shall share equally in its costs. The provisions of this Section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered. All arbitration proceedings shall be held in Denver, Colorado.

12.12. Effectiveness. This Agreement shall become effective immediately upon execution by each of the parties hereto.



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their duly authorized principals on the day and year first above written.

SELLER:

DENVER DIGITAL TELEVISION, LLC

By: Penny Drucker  
Penny Drucker  
Trustee of Ena Lukes Family Trust and LLC Manager

BUYER:

SEATTLE 6 BROADCASTING COMPANY, LLC

By: [Signature]  
Scott Centers Member