

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (this “Agreement”) is made as of July 10, 2019 among SASZ LLC, LST Alpha Trust, LST Iota Trust and Elliot S. Zorensky Family Trust (collectively, “Seller”), CNZ (as defined below), the Companies (defined below), and Nonberg Family Trust, Terence E. Crosby, SE Wisconsin Media Equity LLC and Media West, LLC (collectively, “Buyer”), and for certain purposes Caballero Acquisition LLC and the other parties listed on the signature pages hereto.

Recitals

A. Seller owns the following interests in the following Delaware limited liability companies:

CNZ Communications, LLC (“CNZ”):

Elliot S. Zorensky Family Trust	12.5 units
SASZ LLC	10 units
LST Alpha Trust	1.25 units
LST Iota Trust	1.25 units

CNZ Communications SE, LLC:

SASZ LLC	3.5 units
LST Alpha Trust	3.5 units
LST Iota Trust	3.5 units

Poquito Mas Communications LLC:

SASZ LLC	3.5 units
LST Alpha Trust	3.5 units
LST Iota Trust	3.5 units

B. CNZ owns 70 units of Milwaukee Media LLC, a Delaware limited liability company (“Milwaukee”). CNZ also owns 100 units in Caballero III, LLC, a Delaware limited liability company (“Caballero III”), recently formed for the purposes of owning television station KGMM-CD, San Antonio Texas (“KGMM”).

C. CNZ shall, subject to the terms herein, redeem all of Seller’s interests in CNZ (the “Redemption”).

D. As partial consideration for the Redemption, CNZ shall distribute to each Seller its applicable proportionate share of the units owned by CNZ in Milwaukee and Caballero III in the amounts reflected on *Schedule 1.2* attached hereto.

E. Buyer and CNZ shall acquire, in the amounts indicated, all of Seller’s interests in CNZ, Poquito Mas Communications LLC, CNZ Communications SE, LLC, Milwaukee and

Caballero III (collectively, the “Companies”) as set forth in the attached *Schedule 1.2* (the “Interests”).

F. Subject to the terms and conditions set forth in this Agreement, Seller desires to sell and convey to Buyer, and Buyer desires to purchase and acquire from Seller, the Interests.

Agreement

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

ARTICLE 1: SALE AND PURCHASE

1.1 Interests. Subject to and in reliance upon the representations, warranties and agreements set forth herein, and subject to the terms and conditions contained herein, at Closing (defined below), Seller shall, pursuant to this Agreement and assignments in the form of the Assignment Agreement attached hereto as *Exhibit A*, grant, convey, sell, assign, transfer and deliver to Buyer, and Buyer shall purchase (or redeem in the case of CNZ’s Redemption) from Seller, the Interests, free and clear of all liens, claims and encumbrances of any kind (“Liens”). Concurrent with the conveyance and Redemption of the Interests, each Seller will cease to be a member of any of the Companies and will have no further powers, rights or privileges as a member of any of the Companies.

1.2 Interests Following Closing.

(a) All Interests held by each person or entity comprising Buyer in any of the Companies shall be held as Class A1 Membership Interests in each applicable Company, regardless if the interests were held as Class A2 Membership Interests when held by Seller. Notwithstanding the foregoing, if any person or entity comprising Buyer elects to assign some of its interests acquired from Seller to other members of a Company, then any such assignee may elect to hold its interests as Class A2 Membership Interests.

(b) Following the sale and purchase of the Interests at Closing, the entities comprising Buyer acknowledge and agree that SE Wisconsin Media Equity LLC or Media West, LLC, as applicable, shall hold forty percent (40%) of all membership interests in each Company other than CNZ (neither SE Wisconsin Media Equity LLC nor Media West, LLC shall hold any membership interests in CNZ, which will ultimately own only KMMD-CD, Salinas, California (“KMMD”). Accordingly, concurrent with Closing, the entities comprising Buyer agree that certain membership interests in certain of the Companies will need to be purchased, redeemed and assigned to effectuate such percentage of ownership in each of the Companies. *Schedule 1.2* attached hereto sets forth a summary of the transactions to be effected at Closing to result in such percentage of ownership in the Companies. All such conveyances shall be free and clear of all Liens. Promptly after Closing, Buyer will cause each of the Companies to amend its limited liability company agreements and other agreements as applicable to reflect the post-Closing ownership of the Companies.

1.3 Purchase Price.

(a) Purchase Price.

(i) The purchase price to be paid for the Interests at Closing is the total amount of \$1,757,250 (the "Purchase Price"). The Purchase Price shall be paid to each Seller in the amounts set forth on *Schedule 1.3* attached hereto. The Purchase Price shall be paid by the applicable Buyer to Seller by wire transfer of immediately available funds at Closing.

(ii) Simultaneously with payment of the Purchase Price at Closing, Seller shall pay Terence E. Crosby the amount of \$19,304.84 by wire transfer of immediately available funds for interest owed with respect to KMMD.

(iii) Simultaneously with payment of the Purchase Price at Closing, and in addition to the Purchase Price, Terence E. Crosby and Randy E. Nonberg (or their respective affiliates) shall pay Seller an aggregate amount of Seventy-Five Thousand Dollars (\$75,000), as Seller's pro rata portion of consulting fees.

(iv) Notwithstanding the foregoing, as part of the Redemption, each Seller shall receive its applicable proportionate share of its interests in Milwaukee and Caballero III (the "Distributed Interests"). Simultaneously with the Redemption, the Distributed Interests will be acquired by the Buyer as indicated on *Schedule 1.3*.

(b) Caballero III. At Closing, Caballero III shall acquire and thereafter own all of the licenses (including the FCC (defined below) licenses), cash, accounts receivable, prepaid expenses, contracts, equipment and other assets used or held for use in the business of owning and operating KGMM (including, but not limited to, sufficient cash reserves to operate the business for at least 18 months after Closing (but not less than \$50,000) plus the amount of any prepaid channel revenue), all as determined by Media West, LLC, in its sole reasonable, good faith discretion, free and clear of any Liens, obligations, expense or debt of any kind or nature. For the avoidance of doubt, Caballero III shall not assume or be responsible for any liability, cost or expense related in any way to the ownership, operation or otherwise of KGMM related to the period prior to Closing or its prior owners or operators. Randy E. Nonberg, Terence E. Crosby and Nonberg Family Trust (collectively, the "Operators") and CNZ and Caballero Acquisition LLC, a Delaware limited liability company (collectively, the "Owners"), jointly and severally, hereby agree to indemnify and hold each Buyer and Caballero III harmless from and against any and all losses, claims, damages, liabilities, tax liabilities, costs, expenses or deficiencies including, but not limited to, reasonable attorneys' fees and other costs and expenses incident to proceedings or investigations or the defense or settlement of any claim or claims, incurred by or asserted against the Buyer or Caballero III, as the case may be, due to or in any way related to: (i) the activities or the business of KGMM prior to Closing; (ii) the breach of any representation, warranty or covenant by the Owners or any other party (including but not limited to those set forth in this Section 1.3(b) and Section 1.3(c)) in or pursuant to this Agreement (with respect to KGMM or the Owners); or (iii) any breach or default in the performance by the Owners of any of their covenants, obligations or agreements hereunder (collectively, "KGMM Indemnifiable Damages"). Each party's obligation to pay KGMM Indemnifiable Damages shall survive the Closing indefinitely (without application of any applicable statute of limitation).;

provided, however that the representations and warranties set forth in Sections 1.3(c)(i) and (ii) shall survive for eighteen (18) months after the Closing if and only if the Operators immediately notify Buyers of any breach of the representations and warranties set forth in sections 1.3(c)(i) and (ii). An initial balance sheet of Caballero III reflecting the starting balance sheet for Caballero III and income statements reflecting the business of KGMM for the year ending January 31, 2018 and current through the end of the month prior to Closing, shall be provided, at least five (5) business days before Closing, to Media West, LLC for its approval, in its sole reasonable, good faith discretion. For purposes of this Section, the Operators shall hereinafter indemnify and hold the Seller harmless for any liability the Seller may incur as a result of or based upon any claim for indemnification by the Third Party Buyers (as defined in Section 11.1 below) resulting from KGMM Indemnifiable Damages; provided, however that the representations and warranties set forth in Sections 1.3(c)(i) and (ii) shall survive for eighteen (18) months after the Closing if and only if the Operators immediately notify Buyers of any breach of the representations and warranties set forth in sections 1.3(c)(i) and (ii).

(c) Representations as KGMM. Owners hereby make the following representations and warranties to Media West, LLC, in addition to the representations, warranties and covenants set forth in Section 1.3(b), solely with respect to the ownership and operation of KGMM prior to Closing:

(i) Litigation. There is no suit, litigation, arbitration, claim, action, proceeding pending or, to Owners' knowledge, threatened, or to Owners' knowledge any investigation pending or threatened, in writing against Owners with respect to KGMM which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of Owners to perform its obligations hereunder.

(ii) Absence of Undisclosed Liabilities. CNZ has no liabilities relating to or affecting the business of KGMM, other than commercial liabilities incurred since the date of the most recently supplied balance sheet in the ordinary course of the business consistent with past practice, none of which has had or is reasonably likely to have a material adverse effect on the conduct, financial condition, business, prospects or operations of the businesses, the assets that are used, held for use or acquired or developed for use primarily in the business of KGMM or the liabilities relating to KGMM.

(iii) FCC Licenses. Caballero Acquisition LLC has, and upon FCC consent to the assignment of the KGMM FCC licenses to Caballero III, Caballero III will have all FCC licenses necessary for the conduct of the business of KGMM as it is currently conducted in all material respects (as the Owners currently conduct the business). The Owners are operating KGMM in compliance in all material respects with such FCC licenses. There is not pending or, to the Owners' knowledge, threatened any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the KGMM FCC licenses (other than proceedings relating to FCC rules of general applicability), and there is no order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture pending or, to the Owners' knowledge, threatened against the Owners or KGMM related to KGMM.

(iv) Status. Caballero III and the Owners are duly organized, validly existing and in good standing under the laws of their jurisdiction of formation. Owners and

Caballero III have the requisite power to enter into and complete the transactions contemplated by this Agreement.

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

(vi) No Conflicts. The execution, delivery and performance by the Owners and Caballero III of this Agreement and the documents to be made pursuant hereto does not conflict with any organizational documents of the Owners or Caballero III or any law, judgment, order, or decree to which the Owners and Caballero III are subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent. All actions necessary to complete the transactions contemplated herein, including, but not limited to, the Redemption, have been duly executed and approved, such that, upon Closing, following FCC consent, Buyer shall own a forty percent (40%) interest in Caballero III, which shall own KGMM.

1.4 Closing. The consummation of the sale and purchase of the Interests provided for in this Agreement (the "Closing") shall take place on a mutually agreeable date within sixty (60) days after the date of this Agreement, in any case subject to the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Articles 6 and 7 below (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing). The parties agree that all conveyances of Interests contemplated by this Agreement shall occur on the same date. The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.5 Application for FCC Consent. Within five (5) business days after the date of this Agreement, the applicable parties constituting Seller, Buyer and the Companies shall file all necessary applications with the Federal Communications Commission (the "FCC") (collectively, the "FCC Application") requesting the FCC's written consent to the assignment of KGMM to Caballero III. The applicable parties shall diligently, using commercially reasonable best efforts, take all steps that are necessary, proper or desirable to expedite the prosecution of the FCC Application to favorable conclusions. Each applicable party shall promptly provide the other applicable parties with a copy of any pleading, order or other document served on it relating to the FCC Application. The FCC's written consent without any material adverse conditions to all applications constituting the FCC Application is referred to herein as the "FCC Consent."

1.6 Deposit. Within four (4) business days after the date of this Agreement, the Nonberg Family Trust, Randy E. Nonberg and Terence E. Crosby (collectively, the "Escrowing Buyers") shall deposit, by wire transfer of immediately available funds, One Hundred Seventy-

Five Thousand Dollars (\$175,000) (the “Deposit”) with Kalil & Co., Inc. (the “Escrow Agent”) pursuant to an Escrow Agreement (the “Escrow Agreement”) of even date herewith among the Escrowing Buyers, Seller and the Escrow Agent. Within two (2) business days after the date of the FCC Consent, the applicable parties shall deliver joint written instructions to the Escrow Agent to direct that the Deposit be disbursed to Seller and applied to the portion of the Purchase Price to be paid by the Escrowing Buyers (and any interest accrued thereon shall be disbursed to the Escrowing Buyers). If this Agreement is terminated by Seller pursuant to Section 9.1(c), then the Deposit and any interest accrued thereon shall be disbursed to Seller as liquidated damages. If this Agreement is terminated for any other reason (including without limitation for failure to obtain the FCC Consents as set forth in Section 1.5 or failure of Seller to deliver the items set forth in Section 8.1), the Deposit and any interest accrued thereon shall be disbursed to the Escrowing Buyers (or if already disbursed to Seller, then shall be paid by Seller to Buyer). The parties shall each instruct the Escrow Agent to disburse the Deposit and all interest accrued thereon to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement unless contested by a party in good faith in writing within five (5) business days of a disbursement request, in which event the Deposit shall remain with the Escrow Agent until the parties’ dispute is resolved. For the avoidance of doubt, the parties agree that the Escrowing Buyers are solely responsible to fund the Deposit, and the Escrowing Buyers shall have no right to recover the Deposit from the non-escrowing Buyers or any of the Companies nor shall such Deposit be treated as a distribution or loan from any of the Companies.

ARTICLE 2: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

2.1 Status. Each entity comprising Seller is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation. Seller has the requisite power to enter into and complete the transactions contemplated by this Agreement.

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

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

2.4 Interests. The Interests are duly authorized, validly issued, fully paid and non-assessable. Each Seller owns and holds all legal and beneficial right, title and interest in and to

its Interests, free and clear of all Liens. There are no outstanding subscriptions, options, warrants, calls, commitments, conversion or exchange rights, plans or other agreements providing for the purchase, issuance or sale of any Interests. There are no voting trusts, proxies, or other agreements or understandings with respect to the voting or transfer of any of the Interests. At Closing, Seller will transfer to Buyer good and marketable title to the Interests, free and clear of all Liens, and thereafter no Seller will have any ownership interest, of record or beneficially, in any of the Companies.

2.5 Brokers. There is no broker or finder or other person entitled to 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 any Seller.

2.6 Litigation. There is no suit, litigation, arbitration, claim, action or proceeding pending or, to any Seller's knowledge, threatened in writing against any Seller, or to Seller's knowledge any investigation pending or threatened, in each case which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of Seller to perform its obligations hereunder.

2.7 Acknowledgements. Seller acknowledges and agrees that the Companies have given Seller the opportunity to ask questions of and receive answers concerning the valuation of the Interests and determination of the Purchase Price, Seller has received such information about such matters as Seller desires, the Purchase Price is a reasonable and fair price for the Interests, Seller has made its own assessments of the valuation of the Interests and is not relying on any statements or representations of Buyer with respect to the valuation of the Interests or determination of the Purchase Price, and that from and after Closing Seller will no longer hold any interests in any of the Companies, including without limitation any rights to any future income, proceeds or distributions from the Companies.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES OF BUYER

Each Buyer, individually and solely with respect to such Buyer's entity, represent and warrants to Seller as follows:

3.1 Status. Each entity comprising Buyer is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation. Buyer has the requisite power to enter into and complete the transactions contemplated by this Agreement.

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

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

3.4 Interests. Buyer is acquiring its Interests for its own account, for investment only and not with a view to the distribution thereof. Each Buyer recognizes that (i) the Interests have not been registered under the United States Securities Act of 1933 as amended or under any state securities laws, and Buyer may not sell, offer for sale, transfer, pledge or hypothecate any Interests, in whole or in part, (A) in the absence of such registration or an exemption therefrom and (B) except in compliance with the Companies' limited liability company agreements, and (ii) such restrictions severely limit the liquidity of an investment in the Interests.

3.5 Brokers. There is no broker or finder or other person entitled to 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 any Buyer.

3.6 Litigation. There is no suit, litigation, arbitration, claim, action or proceeding pending or, to any Buyer's knowledge, threatened in writing against any Buyer, or to Buyer's knowledge any investigation pending or threatened, in each case which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of Buyer to perform its obligations hereunder.

ARTICLE 4: COVENANTS OF SELLER

4.1 Seller Covenants. Each Seller covenants and agrees that from the date hereof until Closing, each Seller shall not sell, transfer or assign (or agree to sell, transfer or assign) the Interests or any interest therein, create or consent to any Liens on the Interests or take any action that would be reasonably likely to frustrate or impair the transactions contemplated by this Agreement or interfere with the operations of the business of the Companies.

ARTICLE 5: JOINT COVENANTS AND REPRESENTATIONS

5.1 Confidentiality. Subject to the requirements of applicable law, all non-public information, including the terms of this Agreement, regarding the parties and their business and properties or the Companies that is or has been disclosed in connection with the negotiation, preparation or performance of this Agreement (including without limitation all financial information, strategies, business practices, business plans, governmental licensing, funding strategies or methods, or any application strategies) or as a result of any Seller's prior ownership of the Interests, shall be confidential and shall not be disclosed to any other person or entity, except the parties' representatives for the purpose of consummating the transaction contemplated by this Agreement.

5.2 Announcements. Prior to Closing, no party shall, without the prior written consent of the others, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the others, and except as

necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, each party acknowledges that this Agreement and the terms hereof will be filed with the FCC Application and thereby become public.

5.3 Releases. At Closing, the applicable parties shall execute and deliver releases in the form of *Exhibit B* attached hereto (the “Releases”).

5.4 Nondisparagement.

(a) From and after the date hereof, the Companies and the Operators, shall not, directly or indirectly, engage in, or encourage any person to engage in, any conduct or communications designed to disparage, or which have the effect of disparaging, defaming or demeaning the Seller, or take any action which in any way could damage or reasonably adversely affect the goodwill, reputation or business relationships of the Seller or their affiliates (including any of Seller’s respective affiliates or subsidiaries or any of their respective shareholders, members, directors, officers, managers, members, trustees, employees or agents) including, without limitation, relationships with customers, programmers, advertisers, suppliers or employees (“Company Disparagement”). Notwithstanding the foregoing, the terms of this Section 5.4(a) shall not prevent the initiation of or otherwise apply in the resolution of any litigation or other method of dispute resolution, if such Company Disparagement is solely part of the litigation and/or other method of dispute resolution and, then, only to the parties involved in such litigation or dispute resolution.

(b) From and after the date hereof, the Seller, on behalf of themselves and their principals (including but not limited to, Elliot Zorensky, Alexander Zorensky and Seth Zorensky (collectively the “Zorenskys”)) shall not, directly or indirectly, engage in, or encourage any person to engage in, any conduct or communications designed to disparage, or which have the effect of disparaging, defaming or demeaning the Companies, the Buyer, the Owners or the Operators (collectively the “Entities”) or take any action which in any way could damage or reasonably adversely affect the goodwill, reputation or business relationships of the Entities or their affiliates (including any of their respective affiliates or subsidiaries or any of their respective shareholders, members, directors, officers, managers, members trustees, employees or agents) including, without limitation, relationships with the FCC or any other governmental agency, customers, programmers, advertisers, suppliers or employees (“Seller Disparagement”). Notwithstanding the foregoing, the terms of this Section 5.4(b) shall not prevent the initiation of or otherwise apply in the resolution of any litigation or other method of dispute resolution, if such Seller Disparagement is solely part of the litigation and/or other method of dispute resolution and, then, only to the parties involved in such litigation or dispute resolution.

(c) In the event of a breach or threatened breach by a party of this Section 5.4, at the non-breaching party’s election, in addition to any other remedy available to it, the non-breaching party shall be entitled to an injunction restraining any such breach or threatened breach and to enforcement of this Section 5.4 by a decree of specific performance requiring the breaching party to fulfill its obligations under this Section 5.4, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

5.5 Companies' Representations and Warranties. The Companies represent and warrant to Buyer as follows:

(a) Litigation. As of the date of this Agreement and as of the date of Closing, there is no material suit, litigation, arbitration, claim, action or proceeding pending or, to the Companies' knowledge, threatened in writing against any of the Companies, or to the Companies' knowledge, no investigation pending or threatened in writing against any of the Companies.

(b) Absence of Undisclosed Liabilities. None of the Companies have any liabilities relating to or affecting their business, other than as set forth on the most recently supplied balance sheets of the Companies and other commercial liabilities incurred in the ordinary course of the business consistent with past practice, none of which has had or is reasonably likely to have a material adverse effect on the conduct, financial condition, business, prospects or operations of the businesses, the assets that are used, held for use or acquired or developed for use primarily in the business, or the liabilities relating to the business.

(c) FCC Licenses. The Companies (or in the case of CNZ, Caballero Acquisition LLC) hold all material FCC licenses, permits and authorizations necessary for the conduct of their business in all material respects (as the Companies currently conduct their business) (collectively, the "FCC Licenses"). The Companies (and in the case of CNZ, Caballero Acquisition LLC) operate in compliance in all material respects with the FCC Licenses. There is not pending or, to the Companies' and Owners' knowledge, threatened any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings relating to FCC rules of general applicability and other than in connection with the FCC's repack), and there is no order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint pending or, to the Companies' knowledge, threatened against any of the Companies, the Owners or their stations by or before the FCC.

ARTICLE 6: CONDITIONS TO THE OBLIGATIONS OF SELLER

The obligations of Seller under this Agreement are, at its option, subject to the fulfillment of the following conditions prior to or on the Closing Date:

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

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

6.3 FCC Authorization. The FCC Consent shall have been granted by initial order.

6.4 Deliveries. Buyer shall have complied with each and every one of its obligations set forth in Section 8.2.

Seller may not rely on the failure of any condition set forth in this Article 6 to be satisfied if such failure was primarily due to the failure of Seller to materially perform any of its material obligations under this Agreement.

ARTICLE 7: CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement are, at its option, subject to the fulfillment of the following conditions prior to or on the Closing Date:

7.1 Representations, Warranties and Covenants. The representations and warranties of Seller, Owners and the Companies made in this Agreement shall be true and correct in all material respects as of Closing, Seller, Owners and the Companies shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Buyer shall have received a certificate dated as of Closing from Seller to the effect that the conditions set forth in this Section have been satisfied (the “Seller Bringdown Certificate”).

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

7.3 FCC Authorization. The FCC Consent shall have been granted by initial order.

7.4 Deliveries. Seller shall have complied with each and every one of its obligations set forth in Section 8.1.

7.5 No Material Adverse Effect. There shall not have occurred a Material Adverse Effect since the date of this Agreement. As used herein, “Material Adverse Effect” means any event, condition, change or effect on the Stations, the Companies or Buyer’s ability to perform its obligations under this Agreement that results from or relates to any of the following: (i) any event negatively affecting the broadcast industry generally (including legislative or regulatory matters or changes to the FCC’s ownership or attribution rules or policies), or (ii) any negative change in the legal or regulatory conditions or the interpretation or enforcement thereof which disproportionately impacts the business of the Companies.

Buyer may not rely on the failure of any condition set forth in this Article 7 to be satisfied if such failure was primarily due to the failure of Buyer to materially perform any of its material obligations under this Agreement.

ARTICLE 8: ITEMS TO BE DELIVERED AT THE CLOSING

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

(a) assignments conveying the Interests to Buyer, free and clear of Liens, in the form of the Assignment Agreement attached hereto as *Exhibit A*;

- (b) the Seller Bringdown Certificate; and
- (c) the Releases executed by each Seller and the Zorenskys.

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

- (a) the Purchase Price, which shall be paid in the manner specified in Section 1.3;
- (b) assumptions of the Interests in the form of the Assignment Agreement attached hereto as *Exhibit A*;
- (c) the Buyer Bringdown Certificate; and
- (d) the Releases executed by the Companies and the Operators.

ARTICLE 9: TERMINATION

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

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period (defined below);
- (c) by written notice of Seller to Buyer if Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligation to pay the Purchase Price at Closing; or
- (d) by written notice of Seller to Buyer or Buyer to Seller if Closing has not occurred on or before ninety (90) days after the date of this Agreement.

If either party believes the other to be in breach or default of this Agreement, the non-defaulting party shall, prior to exercising its right to terminate under Section 9.1(b) or Section 9.1(c), as applicable, provide the defaulting party with notice specifying in reasonable detail the nature of such breach or default. As used herein, the term "Cure Period" shall mean a period commencing on the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty (20) calendar days thereafter or (ii) the Closing Date determined under Section 1.4; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such twenty (20) day period but can be cured before the Closing Date determined under Section 1.4, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date determined under Section 1.4.

Except as provided by Section 9.3, termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Sections 1.6 (Deposit) (and Section 9.3 with respect to the Deposit), 5.1 (Confidentiality), 5.2 (Announcements) and 10.1 (Expenses) shall survive any termination of this Agreement.

9.2 Specific Performance. In the event of a breach or threatened breach by Seller or Buyer of any representation, warranty, covenant or agreement under this Agreement, at the other's election, in addition to any other remedy available to it, such party shall be entitled to an injunction restraining any such breach or threatened breach and, subject to obtaining any requisite approval of the FCC, to enforcement of this Agreement by a decree of specific performance requiring each party to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required. Notwithstanding the foregoing, if prior to Closing the condition described in Section 9.1(c) exists, then Seller's sole remedy for Buyer's breach of this Agreement shall be termination of this Agreement and receipt of the liquidated damages amount pursuant to Section 9.3, except for any failure by Buyer to comply with its obligations related to the Deposit or Sections 1.5 (Application for FCC Consent), 5.1 (Confidentiality), 5.4 (Nondisparagement) and 10.1(Expenses), as to which Seller shall be entitled to all available rights and remedies, including without limitation specific performance.

9.3 Liquidated Damages. If Seller terminates this Agreement pursuant to Section 9.1(c), then Escrowing Buyers and Seller shall promptly deliver joint written instructions to the Escrow Agent directing the Escrow Agent to disburse the Deposit to Seller by wire transfer of immediately available funds (or if the Deposit has already been disbursed to Seller, then Seller may retain such funds). The parties acknowledge and agree that such payment shall constitute liquidated damages and the sole remedy of Seller for a breach by Buyer of this Agreement, payment of such amount is not a penalty and the liquidated damages amount is reasonable in light of the substantial but indeterminate harm anticipated to be caused by material breach or default under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy and the value of the transactions to be consummated hereunder.

ARTICLE 10: GENERAL PROVISIONS

10.1 Expenses. The reasonable legal fees incurred by the Companies with respect to the negotiation, preparation and performance of and compliance with the terms of this Agreement shall be paid one-fourth by Seller and three-fourths by the Companies, and shall be paid and reimbursed at Closing to the extent then known (with a later true up by invoice). The filing fees applicable to the request for the FCC Consent shall be paid by the Companies. The fees charged by the Escrow Agent to hold the Deposit shall be paid by Seller. Each person or entity comprising each of the parties to this Agreement shall be responsible for timely payment of all taxes attributable to it arising from the transactions contemplated by this Agreement.

10.2 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.

10.3 Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, provided, however, that Buyer may assign its rights in part hereunder to one or more affiliates of Buyer, immediate family members of Buyer or trusts controlled by Buyer, so long as any such assignment does not unreasonably delay processing of the FCC Application, grant of the FCC Consent or Closing of the transactions contemplated by this Agreement. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

10.4 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or electronic mail transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third (3rd) day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller or the Zorenskys, then to: c/o Seth Zorensky
222 Karen Avenue, Unit #4207
Las Vegas, NV 89109
Email: szorensky@gmail.com

and to: c/o Elliot Zorensky
P.O. Box 1811
528 Palisades Drive, Unit 529
Pacific Palisades, CA 90272
Email: ezorensky@udorealestate.com

with a copy (which shall not constitute notice) to: Weintraub Tobin Chediak Coleman Grodin
10250 Constellation Blvd, Suite 2900
Los Angeles, CA 90067
Attention: Andrew M. Gilford
Email: AGilford@weintraub.com

if to Owners, Operators, Buyer or the Companies, then to: c/o CNZ Communications, LLC
15200 Sunset Boulevard
Suite 202
Pacific Palisades, CA 90272
Attention: Randy E. Nonberg
Email: randynonberg@cnzcommunications.com

and to: von Briesen & Roper, s.c.
411 E Wisconsin Ave, #1000
Milwaukee, WI 53202
Attention: David J. Roettgers
Email: droettgers@vonbriesen.com

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

Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006
Attention: Jessica Rosenthal
E-mail: Jrosenthal@wileyrein.com

10.5 Amendments. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

10.6 Entire Agreement. This Agreement (and the Schedules and Exhibits hereto) is complete, and all representations, understandings, warranties and agreements with reference to the subject matter hereof, and all inducements to the making of this Agreement relied upon by all the parties hereto, have been expressed in this Agreement and such Schedules, and supersedes all prior representations, understandings, warranties and agreements by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

10.7 Independent Representation.

(a) Each person or entity comprising Operators, Buyer, Seller, the Zorenskys and the Third Party Buyers, acknowledges that (i) Wiley Rein LLP represents the Companies and Owners (and not any person or entity constituting any of Operators, Buyer, Seller, the Zorenskys or the Third Party Buyers), (ii) it has had the opportunity to obtain independent legal advice in connection with this Agreement, (iii) it has been fully advised as to its legal rights and the binding effect of this Agreement and has taken this advice into account in entering into this Agreement and (iv) it is executing this Agreement freely and voluntarily, without duress or undue influence from any party and it is not relying on any promise, threat or representation made by anyone that is not expressly stated herein. This Agreement has been fully negotiated by the parties hereto. Accordingly, in interpreting this Agreement, the rule of interpretation requiring documents to be construed against the drafter shall not apply.

(b) Each person or entity comprising the Companies, Owners, Operators, Seller and the Zorenskys acknowledges that (i) von Briesen & Roper, s.c. represents SE Wisconsin Media Equity LLC and Media West, LLC (and not any person or entity constituting Owners, Operators, Companies, Seller or the Zorenskys), (ii) it has had the opportunity to obtain independent legal advice in connection with this Agreement, (iii) it has been fully advised as to its legal rights and the binding effect of this Agreement and has taken this advice into account in entering into this Agreement and (iv) it is executing this Agreement freely and voluntarily, without duress or undue influence from any party and it is not relying on any promise, threat or representation made by anyone that is not expressly stated herein. This Agreement has been fully negotiated by the parties hereto. Accordingly, in interpreting this Agreement, the rule of interpretation requiring documents to be construed against the drafter shall not apply.

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

10.9 No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns, except for the Companies and the other parties benefitting from the Releases and nondisparagement provision hereof (Section 5.4).

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

10.11 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

10.12 Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

ARTICLE 11: INDEMNIFICATION

11.1 Indemnification – By Seller. From and after Closing, each Seller hereby agrees, jointly and severally, to indemnify and hold each Buyer harmless from and against any and all losses, claims, damages, liabilities, tax liabilities, costs, expenses or deficiencies (including, but not limited to, reasonable attorneys' fees and other costs and expenses incident to proceedings or investigations or the defense or settlement of any claim or claims) incurred by or asserted against any Buyer arising from the breach of any representation or warranty by any Seller given in or pursuant to this Agreement or arising from any breach or default in the performance by Seller of any of its covenants, obligations or agreements hereunder ("Seller Indemnifiable Damages"). Each applicable Seller's obligation to pay the Seller Indemnifiable Damages shall survive the Closing indefinitely (without application of any applicable statute of limitation). Except as set forth in Section 11.2, the parties hereto acknowledge and agree that SE Wisconsin Media Equity LLC and Media West, LLC and each of their respective present and former officers, directors, shareholders, partners, managers, members, employees, predecessors, successors, assigns, agents, representatives, heirs, beneficiaries, devisees and trustees (collectively the "Third Party Buyers") make no representations or warranties, and have no liability nor any duty of indemnification, with respect to any terms of this Agreement.

11.2 Indemnification – By Buyer. From and after Closing, each Buyer hereby agrees, jointly and severally, to indemnify and hold each Seller harmless from and against any and all losses, claims, damages, liabilities, tax liabilities, costs, expenses or deficiencies (including, but not limited to, reasonable attorneys’ fees and other costs and expenses incident to proceedings or investigations or the defense or settlement of any claim or claims) incurred by or asserted against any Seller arising from the breach of any representation or warranty by such Buyer given in or pursuant to this Agreement or arising from any breach or default in the performance by such Buyer of any of its covenants, obligations or agreements hereunder (“Buyer Indemnifiable Damages”). Each applicable Buyer’s obligation to pay the Buyer Indemnifiable Damages shall survive the Closing indefinitely (without application of any applicable statute of limitation).

11.3 Indemnification – By Companies. From and after Closing, each of the Companies hereby agrees, jointly and severally, to indemnify and hold each Third Party Buyer harmless from and against any and all losses, claims, damages, liabilities, tax liabilities, costs, expenses or deficiencies (including, but not limited to, reasonable attorneys’ fees and other costs and expenses incident to proceedings or investigations or the defense or settlement of any claim or claims) incurred by or asserted against any Buyer arising from the breach of any representation or warranty by any of the Companies given in or pursuant to this Agreement or arising from any breach or default in the performance by any of the Companies of any of their covenants, obligations or agreements hereunder (“Companies Indemnifiable Damages”). Each applicable Company’s obligation to pay Companies Indemnifiable Damages shall survive the Closing indefinitely (without application of any applicable statute of limitation); provided, however that the representations and warranties set forth in Sections 5.5(a) and (b) shall survive for eighteen (18) months after the Closing provided the Operators immediately notify Buyers of any breach of the representations and warranties set forth in sections 5.5(a) and (b).

11.4 Indemnification - By Operators. From and after Closing, the Operators hereby agree, jointly and severally, to indemnify and hold each of the Third Party Buyers harmless from and against the Third Party Buyers’ proportionate share of any and all losses, claims, damages, liabilities, tax liabilities, costs, expenses or deficiencies (including, but not limited to, reasonable attorneys’ fees and other costs and expenses incident to proceedings or investigations or the defense or settlement of any claim or claims) (the “Losses”) incurred by or asserted against any of the Companies or arising from the breach of any representation or warranty by any of the Companies given in or pursuant to this Agreement or resulting from any breach or default in the performance by any of the Companies of any of their covenants, obligations or agreements hereunder, including but not limited to the those representations, warranties, covenants, obligations or agreements contained in Sections 1.3(b) and (c) and 11.3 (“Operators Indemnifiable Damages”). Each Operator’s obligation to pay Operators Indemnifiable Damages shall survive the Closing indefinitely (without application of any applicable statute of limitation). For the avoidance of doubt, it is the intention of the parties that in the event of a claim being made against any of the Companies pursuant to this Agreement, the Third Party Buyers’ proportionate share of the Losses, after the Closing of the transaction contemplated herein, shall be forty percent (40%) of the Losses.

SELLER SIGNATURE PAGE TO MEMBERSHIP INTEREST PURCHASE AGREEMENT

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

SELLER:

SASZ LLC

By:


Name: Seth Zorensky
Title: Trustee of LST Alpha Trust

LST Alpha Trust

the managing member of SASZ, LLC

By:


Name: Seth Zorensky
Title: Trustee

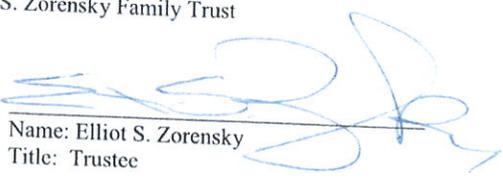
LST Iota Trust

By:


Name: Alex Zorensky
Title: Trustee

Elliot S. Zorensky Family Trust

By:

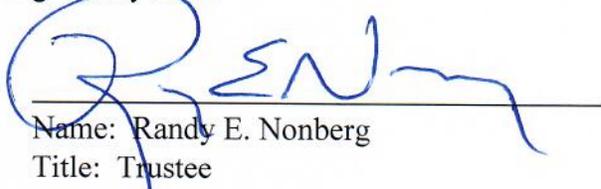

Name: Elliot S. Zorensky
Title: Trustee

BUYER SIGNATURE PAGE TO MEMBERSHIP INTEREST PURCHASE AGREEMENT

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

BUYER:

Nonberg Family Trust

By: 

Name: Randy E. Nonberg

Title: Trustee

Terence E. Crosby

SE Wisconsin Media Equity LLC

By: _____

Name:

Title:

Media West, LLC

By: _____

Name:

Title:

BUYER SIGNATURE PAGE TO MEMBERSHIP INTEREST PURCHASE AGREEMENT

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

BUYER:

Nonberg Family Trust

By: _____

Name: Randy E. Nonberg
Title: Trustee

Terence E. Crosby

SE Wisconsin Media Equity LLC

By: _____

Name: Frank Cannella
Title: Member

Media West, LLC

By: _____

Name: Frank Cannella
Title: Member

BUYER SIGNATURE PAGE TO MEMBERSHIP INTEREST PURCHASE AGREEMENT

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

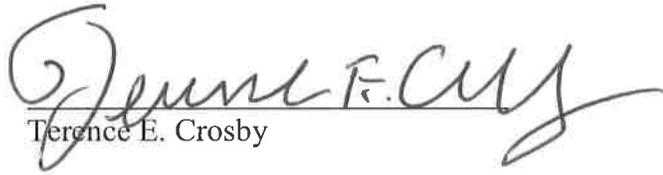
BUYER:

Nonberg Family Trust

By: _____

Name: Randy E. Nonberg

Title: Trustee



Terence E. Crosby

SE Wisconsin Media Equity LLC

By: _____

Name:

Title:

Media West, LLC

By: _____

Name:

Title:

OWNERS' SIGNATURE PAGE TO MEMBERSHIP INTEREST PURCHASE AGREEMENT

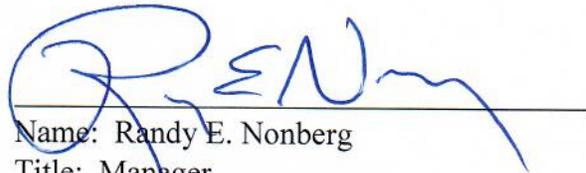
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

Solely for purposes of Sections 1.3(b) and (c), 5.1, 5.2, 5.4, 5.5(c) and 7.1 and Article 10:

OWNERS:

CNZ Communications, LLC

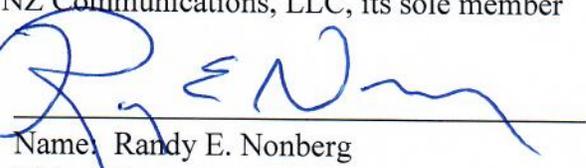
By:


Name: Randy E. Nonberg
Title: Manager

Caballero Acquisition LLC

By: CNZ Communications, LLC, its sole member

By:

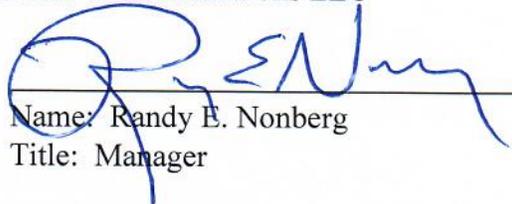

Name: Randy E. Nonberg
Title: Manager

COMPANIES' SIGNATURE PAGE TO MEMBERSHIP INTEREST
PURCHASE AGREEMENT

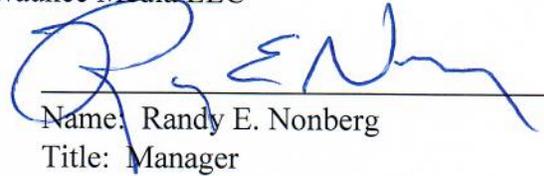
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

COMPANIES:

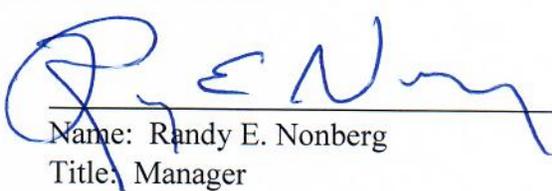
Poquito Mas Communications LLC

By: 
Name: Randy E. Nonberg
Title: Manager

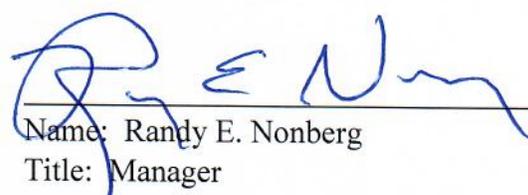
Milwaukee Media LLC

By: 
Name: Randy E. Nonberg
Title: Manager

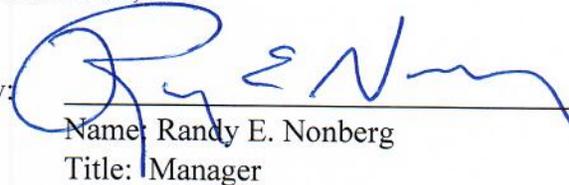
CNZ Communications SE, LLC

By: 
Name: Randy E. Nonberg
Title: Manager

CNZ Communications, LLC

By: 
Name: Randy E. Nonberg
Title: Manager

Caballero III, LLC

By: 
Name: Randy E. Nonberg
Title: Manager

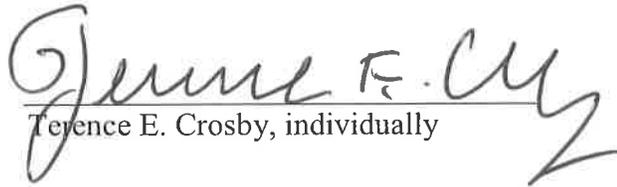
OPERATORS' SIGNATURE PAGE TO MEMBERSHIP INTEREST
PURCHASE AGREEMENT

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

Solely for purposes of Sections 1.3(a)(ii) and (iii), 1.3(b) and (c), 1.6, 5.1, 5.2, 5.3, 5.4 and 11.4 and Article 10:

OPERATORS:

Randy E. Nonberg, individually



Terence E. Crosby, individually

Nonberg Family Trust

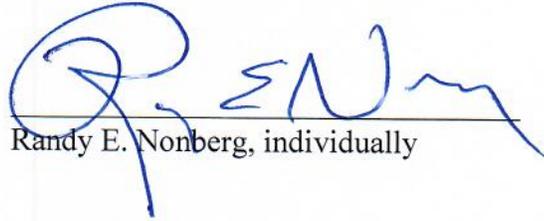
By: Randy E. Nonberg, Trustee

OPERATORS' SIGNATURE PAGE TO MEMBERSHIP INTEREST
PURCHASE AGREEMENT

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

Solely for purposes of Sections 1.3(a)(ii) and (iii), 1.3(b) and (c), 1.6, 5.1, 5.2, 5.3, 5.4 and 11.4 and Article 10:

OPERATORS:


Randy E. Nonberg, individually

Terence E. Crosby, individually

Nonberg Family Trust

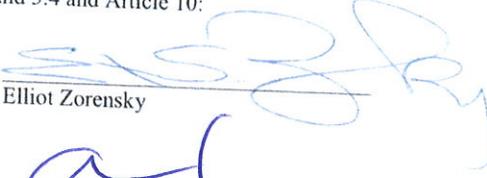

By: Randy E. Nonberg, Trustee

ZORENSKYS' SIGNATURE PAGE TO MEMBERSHIP INTEREST
PURCHASE AGREEMENT

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

Solely for purposes of Sections 5.1, 5.2, 5.3 and 5.4 and Article 10:

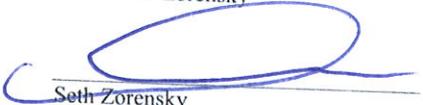
ZORENSKYS:



Elliot Zorensky



Alexander Zorensky



Seth Zorensky