

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (the “Agreement”) is entered into as of this 26th day of June, 2017 (the “Effective Date”), by and among LocusPoint WMGM Licensee, LLC (“License Seller”), LocusPoint WMGM Op, LLC (“Asset Seller”), LocusPoint Networks, LLC, a Delaware limited liability company (“LocusPoint” and together with License Seller and Asset Seller, collectively, “Sellers”), and Univision Local Media, Inc., a Delaware corporation (“Buyer”) (each a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, License Seller and Asset Seller are wholly-owned subsidiaries of LocusPoint;

WHEREAS, License Seller is the licensee of WMGM-TV, a full power television station licensed to Wildwood, New Jersey and currently operating from digital facilities on RF Channel 36, FCC Facility ID No. 61111 (the “Station”);

WHEREAS, Sellers hold licenses and authorizations from the Federal Communications Commission (“FCC”) for the operation of the Station, and Sellers own or lease all other assets used in connection with the operation of the Station; and

WHEREAS, pursuant to a channel sharing agreement identified in Schedule 1.1(e) hereto (the “CSA”), Sellers agreed that the Station would host the signal of another station licensed in the Philadelphia Designated Market Area;

WHEREAS, on the terms and conditions described herein, Sellers desire to sell, and Buyer desires to purchase, certain of the assets used in connection with the operation of the Station, except for the Excluded Assets;

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree to the following terms and conditions:

ARTICLE 1 SALE AND PURCHASE

1.1 **Station Assets**. Subject to the terms and conditions herein contained, Sellers shall grant, convey, sell, assign, transfer and deliver to Buyer, and Buyer shall purchase, on the Closing Date all of Sellers’ right, title and interest in and to the assets, properties, interest and rights described below, but excluding the Excluded Assets (collectively, the “Station Assets”) free and clear of all Liens other than Permitted Liens, as such terms are defined below. The Station Assets shall consist of:

(a) **Licenses and Authorizations**. All licenses, authorizations, permits and approvals issued or pending with respect to the Station by (i) the FCC (the “FCC”

Authorizations”); (ii) the Federal Aviation Administration (“FAA”); and (iii) any other federal, state or local governmental authorities in connection with the conduct of the business and operation of the Station, as set forth on Schedule 1.1(a) attached hereto.

(b) **Tangible Personal Property.** All currently existing Transmission Equipment (defined below), fixtures, computers, software, inventory, toolings, parts, tubes, microwaves, transponders, relays, and other tangible personal property (including associated manufacturer and vendor warranties) used or useful in connection with the conduct of the business and operation of the all Tower Structures (defined below), as listed and described on Schedule 1.1(b) attached hereto, and any replacements thereof, additions and improvements thereto and substitutions therefor made between the date hereof and the Closing Date (collectively, the “Tangible Personal Property”). For purposes of this Agreement, “Transmission Equipment” shall mean all digital, analog or other equipment currently used (or used between the date hereof and the Closing Date) for the transmission of the Station’s broadcast signals over the air, including the antenna, transmitter and all associated transmission equipment, lines and facilities, in each case owned or leased by the Sellers for use at the Station. “Tower Structures” shall mean all antenna support structures (including any guy anchors and guy wires), transmitter buildings and other structures and improvements currently used (or used between the date hereof and the Closing Date) in connection with the operation of the Station, and owned or leased by Sellers for use at the Stations.

(c) **Intangible Property.** All of Sellers’ rights in and to the Station’s call letters and specific computer software as listed on Schedule 1.1(c) (the “Intangible Property”);

(d) **Real Property Leases.** All right, title and interest in certain leasehold interests in real property used or useful in the use of the Tower Structures (including any and all interests in site license agreements and ground leases), each of which is listed and described on Schedule 1.1(c) attached hereto (the “Leased Real Property”), along with all of Sellers’ and its affiliates’ rights (including leasehold rights) to the buildings, improvements and fixtures, rights of way, easements, privileges and appurtenances thereto and any additions or improvements thereto prior to the Closing Date (collectively, the “Real Property Leases”).

(e) **Contracts.** All contracts and agreements that are listed or described on Schedule 1.1(e) (collectively, the “Assumed Contracts”).

(f) **Files and Records.** (i) The Station’s public inspection file, filings with the FCC relating to the Station, and such other technical information, programming information, engineering data, logs, books and records that relate to the Station and Station Assets being conveyed hereunder, including all engineering evaluations, analyses, and other material related to the construction of digital facilities for the Station; and (ii) manuals and data, and lists of present and former suppliers, and customers of, to the Station and Station Assets.

(g) **Claims.** Any and all rights, claims, credits, causes of action or rights of setoff against third parties if and to the extent that they relate to the Station or Station Assets, including, without limitation, all rights under manufacturer and vendor warranties.

(h) **Prepaid Items**. All deposits, reserves, prepaid expenses, and prepaid taxes relating to the Station and Station Assets pro-rated as of Closing.

(i) **Goodwill**. All of Sellers' goodwill in, and the going concern value of, the Station.

1.2 **Excluded Assets**. The following shall be excluded from the Station Assets and retained by Sellers (collectively, the "Excluded Assets"):

(a) **Cash**. All cash, cash equivalents or similar investments such as certificates of deposit, treasury bills and other marketable securities on hand and/or in banks and deposits of Sellers.

(b) **Accounts Receivable**. All accounts receivable of Sellers arising from the operation of Station prior to Closing which are outstanding and uncollected as of such Closing (collectively, the "Accounts Receivable").

(c) **Insurance**. Any insurance policies, intercompany accounts, promissory notes, amounts due from employees, bonds, letters of credit, or other similar items; any cash surrender value in regard thereto of Sellers; and any proceeds from insurance claims made by Sellers relating to property or equipment included in Station Assets that have been repaired, replaced or restored by Sellers prior to the Closing Date.

(d) **Benefit Plans**. Any benefit, retirement, vacation, paid time off, welfare and fringe-benefit agreements, including pension, profit-sharing or cash or deferred (Section 401(k)) plans and trusts and assets thereof, or any other employee benefit plan or arrangement, including employment and other compensatory contracts with employees, and the assets thereof.

(e) **Tax Refunds**. Any interest in and to any refunds of federal, state or local franchise, income or other taxes of Sellers for taxes incurred and actually paid by Sellers prior to Closing.

(f) **Personal Property**. All program inventories, vehicles and intangible personal property other than that listed on Schedule 1.1(c) attached hereto, all tangible personal property of Sellers other than that listed on Schedule 1.1(b) attached hereto (including machinery and equipment, cameras, furniture, fixtures, computers, software, inventory, toolings, parts, tubes, blank films, tapes, microwaves, transponders, relays, office equipment and supplies), and all tangible and intangible personal property of Sellers otherwise disposed of or consumed in the ordinary course of business prior to Closing.

(g) **Books and Records**. All donor lists and records, the financial records, account books and general ledgers (to the extent that such books and records do not apply to the Station or the Station Assets), and all corporate records (including organizational documents) of Sellers, including tax returns and transfer books.

(h) **Employees**. The employees of the Station or of Sellers (collectively, the "Employees").

- (i) **Contracts.** Any contracts or agreements that are not Assumed Contracts.

1.3 **Liabilities.**

(a) The Station Assets shall be transferred by Sellers to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements, equipment leases, and other liens, liabilities and encumbrances of every kind and nature ("Liens"), other than for Permitted Liens. "Permitted Liens" means taxes not yet due and payable as of the Closing Date (other than as a result of any breach at or prior to the Closing), Liens that will be discharged prior to Closing, Buyer's obligations to perform on and after the Closing Date the obligations arising under the Real Property Leases, Assumed Contracts, and any other Liens set forth in Schedule 1.3.

(b) Buyer shall assume and undertake to pay, discharge and perform all obligations and liabilities relating to the Real Property Leases, Assumed Contracts and other Station Assets arising or occurring after Closing (collectively, the "Assumed Liabilities"). Buyer shall not assume (i) any obligations or liabilities under or relating to the Real Property Leases, Assumed Contracts or other Station Assets relating to the period prior to Closing; (ii) any obligations or liabilities of Sellers which are unrelated to the Station or the Station Assets; (iii) any obligations or liabilities relating to Employees or contractors of Sellers; (iv) any obligations or liabilities relating to the Excluded Assets; (v) any federal, state or local franchise, income or other taxes of Sellers; or (vi) any other obligations or liabilities of Sellers, including obligations or liabilities arising from Sellers' failure to obtain any required license, permit, or other authorization to conduct the business and operation of the Station.

1.4 **Purchase Price; Escrow; Payment.**

(a) **Purchase Price.** The purchase price to be paid for the Station Assets will be Six Million Dollars (\$6,000,000) (the "Purchase Price"), subject to the adjustments described below. Sellers and Buyer agree to use the Purchase Price as the basis for the filing of all returns and reports concerning the transaction contemplated herein, including all federal, state, and local tax returns.

(b) **Escrow Deposit.** On or before the third (3rd) business day following execution of this Agreement, Buyer will deposit Six Hundred Thousand Dollars (\$600,000) (the "Escrow Amount") into the escrow account with BNY Mellon, as escrow agent (the "Escrow Agent"), pursuant to the terms of a Deposit Escrow Agreement in the form attached hereto as Exhibit A (the "Escrow Agreement"). The Escrow Amount will be held in an interest-bearing account and will be disbursed by the Escrow Agent in accordance with the Escrow Agreement. Sellers and Buyer shall equally share all fees, costs, and expenses charged by the Escrow Agent pursuant to the Escrow Agreement. In the event this Agreement is terminated prior to Closing, the Escrow Amount shall be released in accordance with Section 12.4.

(c) **Payment at Closing.** At Closing, (i) the Parties shall cause the Escrow Amount to be paid to Sellers, and all interest accrued on the Escrow Amount to be paid to Buyer, pursuant to the terms of the Escrow Agreement and (ii) Buyer shall pay to Sellers Five Million Four Hundred Thousand Dollars (\$5,400,000) of the Purchase Price (the "Buyer Closing").

Payment”). All payments to Sellers or to Buyer shall be made by wire transfer of immediately available funds to an account designated by the Party receiving payment.

(d) **Adjustment**. All operating income and expenses (including taxes and assessments, license fees, rental payments under leases assumed by Buyer, taxes, utility bills, annual regulatory fees payable to the FCC, and similar prepaid and deferred items, and other ongoing revenue or costs of usual operation of Station) shall be prorated as of 12:01 a.m. on the Closing Date, and an adjustment to the Purchase Price shall be made as set forth in this subsection to reflect the principle that all such income and expenses attributable to the operation of the Station before the Closing Date shall be for the account of Sellers, and all income and expenses attributable to the operation of the Station on or after the Closing Date shall be for the account of Buyer. Sales commissions related to the sale of advertisements broadcast on the Station prior to Closing shall be the responsibility of Sellers, and sales commissions related to the sale of advertisements broadcast on the Station after Closing shall be the responsibility of Buyer. Prorations and adjustments shall be made at Closing to the extent practicable. As to those prorations and adjustments not capable of being ascertained at Closing, Buyer shall prepare and deliver a list to Sellers within ninety (90) days following the Closing Date, or such earlier or later date as shall be mutually agreed to by Sellers and Buyer (“Adjustment List”). The Adjustment List shall set forth each prorated income or expense item and include the net adjustment (“Adjustment”) to be made to the Purchase Price as a result thereof. If the Adjustment is a credit to Buyer, then Sellers shall promptly pay the Adjustment amount to Buyer. If the Adjustment is a charge to the account of Buyer, then Buyer shall promptly pay the Adjustment amount to Sellers. In the event that Sellers disagree with the Adjustment amount determined by Buyer or with any other matter arising out of this subsection, and Buyer and Sellers cannot resolve the dispute themselves within sixty (60) days, Buyer and Sellers will refer the matters under dispute to an independent certified public accounting firm (“Independent Accountant”) mutually agreeable to Buyer and Sellers, whose decision shall be final. The fees and expenses of the Independent Accountant shall be borne by Buyer, on the one hand and Sellers on the other hand, in inverse proportion as they may prevail on matters resolved by the Independent Accountant, which proportionate allocations shall also be determined by the Independent Accountant at the time it renders its determination on the merits of the matters submitted.

1.5 **Allocation of Purchase Price**. As soon as practicable after the Closing, but in any event after any adjustment to the Purchase Price has been finally determined under Sections 1.4(c) and 0, Buyer shall deliver to Sellers a statement allocating the Purchase Price (plus Assumed Liabilities to the extent properly taken into account under Section 1060 of the Internal Revenue Code (the “Code”), among the Station Assets and the Sellers, in compliance with Section 1060 of the Code (the “Purchase Price Allocation”). If, within fifteen (15) days after the delivery thereof, the Sellers notify Buyer in writing that the Sellers object to the Purchase Price Allocation set forth therein, Buyer and Sellers shall attempt in good faith to resolve such dispute within thirty (30) days. If Buyer and Sellers are unable to agree upon the Purchase Price Allocation within thirty (30) days after the commencement of such good faith negotiations, each Party shall have the right to act in accordance with its own allocation of the Purchase Price and Assumed Liabilities for the preparation, filing and audit of any tax returns in its discretion.

1.6 **Further Assurances.** Each of Sellers and Buyer shall, at any time or from time to time after the Closing, at the request and expense of the other, execute and deliver to the other all such instruments and documents or further assurances or take all such actions as the other may reasonably request in order to (i) vest in Buyer all of Sellers' right, title and interest in and to the Station Assets as contemplated hereby, (ii) effectuate Buyer's assumption of the Assumed Liabilities and (iii) grant to each party all rights contemplated herein to be granted to such party under this Agreement; provided, however, that after the Closing, apart from such customary further assurances, neither Sellers nor Buyer shall have any other obligations except as specifically set forth herein or in the Ancillary Agreements.

ARTICLE 2 FCC CONSENT; CLOSING

2.1 **FCC Consent; Assignment Application.** Sellers and Buyer shall each prepare and execute, file, and diligently prosecute the appropriate application to the FCC (the "Assignment Application") to obtain the FCC's consent ("FCC Consent") to the assignment from License Seller to Buyer of the FCC Authorizations as expeditiously as possible. Sellers and Buyer shall file the Assignment Application and any other requisite applications, instruments or documents requesting the FCC Consent not later than five (5) business days after the date of the execution of this Agreement.

(a) Buyer shall reimburse Sellers for one-half of the FCC filing fee paid in connection with the Assignment Application. Buyer and Sellers each shall be responsible for all of its other costs with respect to the preparation, filing and prosecution of the Assignment Application; *provided, however*, that neither Buyer nor Sellers shall be required to pay consideration to any third party to obtain the FCC Consent.

(b) Buyer and Sellers shall cooperate in good faith to diligently prosecute the Assignment Application and otherwise use their reasonable best efforts to obtain the FCC Consent as soon as possible; *provided, however*, that neither Party shall be required to appear at any trial-type hearing or to participate in a judicial appeal. Buyer and Sellers shall, with all reasonable diligence, oppose any petitions to deny or other objection filed with respect to an Assignment Application to the extent such petition or objection relates to such Party. Neither Buyer nor Sellers shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of preventing or materially delaying the receipt of FCC Consent. If any FCC Consent imposes any condition upon any Party hereto, such Party shall comply with such condition, provided that such Party shall not be obligated to accept any condition that is materially adverse to the other business operations of such Party or any of its affiliates, or would require such Party or any of its affiliates to divest any business operation, alter the channel upon which any station (including the Station) owned by such Party or any of its affiliates broadcasts, require any station (including the Station) owned by such Party or any of its affiliates to provide a different class of service (i.e., low-power, full-power, etc.) than currently licensed as of the date of this Agreement, or alter the contour of any station's coverage area (including the Station).

(c) Buyer and Sellers shall (i) keep each other informed in all material respects and on a reasonably timely basis of any material communication received by such Party from, or given by such Party to, the FCC with respect to this Agreement, the Station, the

Assignment Application, or the transaction contemplated hereby; (ii) notify each other of all documents filed with or received from the FCC with respect to this Agreement, the Station, the Assignment Application, or the transaction contemplated hereby, and promptly provide each other with copies of all such documents; (iii) furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of the Assignment Application; (iv) cooperate in all respects with each other in connection with this Agreement, the Station, the Assignment Application, or the transaction contemplated hereby and in connection with any investigation or other inquiry by or before the FCC related to the foregoing and (v) notify the other Party hereto in the event it is or becomes aware of any facts or circumstances that would reasonably be expected to delay or otherwise adversely affect the FCC approval process or the transactions contemplated by this Agreement. Buyer and Sellers shall have the right to review in advance, and to the extent practicable each will consult with the other on, all information relating to the other Party that appears in any filing made with, or written materials submitted to, the FCC with respect to this Agreement, the Station, the Assignment Application, or the transaction contemplated hereby. Neither Buyer nor Sellers shall file any amendment to the Assignment Application without the prior written consent of the other, such consent not to be unreasonably withheld.

2.2 **Closing.** The consummation of the transactions contemplated in this Agreement (referred to herein as the “Closing”) shall occur on a date (such date referred to herein as the “Closing Date”) that is mutually agreed by the Parties and is no more than ten (10) business days following the date (a) on which the FCC Consent shall have been granted and become a Final Order, and (b) the other conditions to Closing set forth in Article 8 and Article 9 hereof (other than those requiring delivery of a certificate or other document, or the taking of other action, at the Closing) shall have either been waived or satisfied. Sellers and Buyer agree to cooperate to the extent necessary to obtain the FCC’s extension of the effectiveness of the FCC Consent as may be required. The Closing shall be held at the offices of Buyer’s counsel or by exchange of documents via email, or as Sellers and Buyer may agree. For purposes of this Agreement, a “Final Order” is defined as an action taken by the FCC, including action duly taken by FCC staff under delegated authority, which (i) has not been reversed, stayed, enjoined, set aside, annulled or suspended; (ii) with respect to which no timely request for stay, petition for rehearing or reconsideration, appeal or certiorari or sua sponte action of the FCC with comparable effect shall be pending; and (iii) as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such sua sponte action by the FCC shall have expired or otherwise terminated.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers jointly and severally represent and warrant to Buyer, as of the date hereof and as of the Closing Date, as follows. For the purposes of this Agreement, all reference to the “Knowledge” of Sellers, shall mean the actual knowledge of the Sellers, including its officers, directors, and managing employees (including the general manager and chief engineer of the Station (or persons holding similar positions)) or the knowledge such persons would have after making a reasonable and due inquiry into the matters at issue.

3.1 **Organization and Authorization.** Each of the Sellers is a limited liability company duly organized, validly existing, and in good standing under the laws of the

State of Delaware, and, to the extent required under applicable law, is duly qualified to do business in the state in which the Station is located. Each of the Sellers has the power and authority to execute and deliver this Agreement, the Escrow Agreement and the agreements identified in Section 10.1(a) through 10.1(c) (the Escrow Agreement and the agreements identified in Section 10.1(a) through 10.1(c), collectively, the “Ancillary Agreements”) and to consummate the transactions contemplated hereby and thereby. Sellers’ performance under this Agreement and the Ancillary Agreements does not and will not contravene their respective organizational documents or breach any contractual obligation. Each of the Sellers has the requisite power and authority to own and hold its respective FCC Authorizations and operate the Station and carry on its business as it is now conducted and as proposed to be conducted. The execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby on Sellers’ part have been duly and validly authorized by Sellers, and no other proceedings on the part of Sellers are necessary to authorize the execution and delivery of, or the performance of Sellers’ obligations under, this Agreement or the Ancillary Agreements, or to consummate the transactions contemplated hereby and thereby. This Agreement has been duly and validly executed and delivered by Sellers. This Agreement constitutes, and the Ancillary Agreements will constitute, when duly executed and delivered by Sellers, the legal, valid, and binding obligation of Sellers, enforceable against Sellers in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforcement of creditors’ rights or the application of principles of equity.

3.2 **No Defaults.** The execution, delivery, and performance of this Agreement or the Ancillary Agreements by Sellers do not and will not (a) constitute a violation of, or conflict with, Sellers’ organizational documents; (b) result in a default (or give rise to any right of modification, termination, cancellation, or acceleration) under, or conflict with, any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, agreement, lease, or other instrument or obligation relating to the business of the Station and to which Sellers or any of the Station Assets may be subject; (c) violate any statute, regulation, order, injunction, or decree of any federal, state, or local governmental authority or agency which is applicable to Sellers or any of the Station Assets; (d) result in the creation or imposition of any Lien, charge, or encumbrance of any nature whatsoever upon any of the Station Assets, other than Permitted Liens or the Liens arising in favor of Buyer from this Agreement; or (e) require the consent, approval or authorization of or filing with any governmental authority, lending institution, or other third party (each, a “Consent”) other than the FCC Consent, except as otherwise noted in Schedule 3.2 hereto. Sellers have not entered into any agreement with any third party related to the Station’s FCC Authorizations, including agreements for the sale, transfer, or assignment of the FCC Authorizations or any interest therein, other than Assumed Contracts.

3.3 **Tangible Personal Property.** Schedule 1.1(b) hereto contains a list of the tangible personal property that is used by the Station for the purpose of transmitting the Station’s signal in the manner and to the full extent that the Station’s transmission chain presently is operated, but excluding any tangible personal property that is used by the Sellers for the purpose of advertising sales, program production, or soliciting contributions. Except as set forth in Schedule 1.1(b), Sellers own and have, and will have on the Closing Date, good and marketable title to the Tangible Personal Property, free and clear of all Liens except Permitted Liens. Each material item of Tangible Personal Property (a) is in good condition and repair,

ordinary wear and tear excepted; (b) has been maintained in a manner substantially consistent with generally accepted standards of good engineering practice; and (c) is operating in full compliance, in all material respects, with the FCC Authorizations, the Communications Act of 1934, as amended, and all rules, regulations and published policies of the FCC (collectively, the “Communications Laws”) and rules and regulations of the FAA.

3.4 **Real Property.** The leased real property to be transferred to Buyer is set forth on Schedule 1.1(d) and Schedule 1.1(d) lists all of the Real Property Leases to which the Leased Real Property is subject. In addition:

(a) Each of the Real Property Leases is in full force and effect, unimpaired by any acts or omissions of Sellers, and constitutes the legal, valid and binding obligation of Sellers and the other parties thereto in accordance with their respective terms. Sellers have performed each material term, covenant and condition of each of the Real Property Leases which is to be performed by Sellers on or prior to the date hereof. No default or event, or which upon the giving of notice of passage of time, or both, would give rise to any default on the part of the Sellers, or to Sellers’ Knowledge, any other party thereto, exists under any Real Property Lease. Sellers have delivered true, correct and complete copies of the Real Property Leases, including all amendments, modifications and supplements thereto, and any agreements with respect to all Leased Real Property. Sellers do not owe and have no obligations or liability for any leasing commissions or similar payments with respect to any Real Property Lease. Neither Sellers, nor to Sellers’ Knowledge, any other person, have granted any oral or written right to any third party to lease, sublease, license or otherwise use or occupy any of the Leased Real Property.

(b) To Sellers’ Knowledge, no Leased Real Property is subject to any unrecorded easements, right, obligations, covenants, conditions, restrictions, limitations or agreements not of record, and there is no pending condemnation or similar proceeding affecting the Leased Real Property. Sellers have peaceful and undisturbed possession under all Real Property Leases with respect to the Leased Real Property. To Sellers’ Knowledge, Sellers’ present use of the Leased Real Property is in compliance with all applicable zoning codes and other laws. The Leased Real Property is located on public roads or has access to the same and, to Sellers’ Knowledge, is served by fully operational utilities which are required for the use, occupancy and adequate operation of the Station, and which are sufficient for their present purposes. All permanent certificates of occupancy and other consents and approvals required to be obtained by Sellers for use of the Leased Real Property from any governmental authority, association or board with jurisdiction over the Leased Real Property have been issued and are in full force and effect.

(c) Except as set forth on Schedule 3.4, Sellers have the full legal power and authority to fully assign its rights, title and interest in and under the Real Property Leases to Buyer without the consent, waiver or approval of any person and such assignment will not give any party thereto the right to terminate or materially modify any Real Property Lease.

3.5 **Broadcast Tower.** To the Knowledge of Sellers, the Tower Structure from which the Station broadcasts is (a) obstruction marked; (b) lighted; and (c) properly registered with the FCC to the extent required by, and in accordance with, the Communications Laws and the rules and regulations of the FAA. To the Knowledge of Sellers, the operations of

the Station do not exceed permissible levels of exposure to non-ionizing electromagnetic radiofrequency radiation specified in the Communications Laws. To the Knowledge of Sellers, all of the towers, guy anchors, guy wires, cables, driveways, parking lots, ground systems, transmitting equipment, buildings and other improvements relating to the Station's operations are located entirely on and wholly within the lot limits and metes and bounds of the property on which the Station's tower is situated and do not encroach on any adjoining premises.

3.6 **Assumed Contracts.** Each of the Assumed Contracts constitutes a legal, valid and binding obligation of Sellers and, to the Knowledge of Sellers, the other parties thereto, and is in full force and effect. Sellers have delivered to Buyer true, correct and complete copies of all Assumed Contracts, including all amendments, modifications and supplements thereto. To Sellers' Knowledge, Sellers have fully and timely performed all of its obligations, including covenants and conditions, pursuant to each of the Assumed Contracts and is not in default or breach of any such agreements. Sellers have not received notice from any party to any Assumed Contract that such party contends that any of the Sellers is in default or breach under any Assumed Contract. To the Knowledge of Sellers, there has not been, and is not, any default or breach under any Assumed Contract by the other party to any Assumed Contract. Except as set forth in Schedule 1.1(e) attached hereto, there have been no modifications, extensions, or amendments of any of the Assumed Contracts, whether oral or written, except as may be contemplated by this Agreement. Sellers have not been notified by any other party to any Assumed Contract that such party has a present intent to terminate or not to renew any Real Property Lease or Assumed Contract. Except as set forth in Schedule 1.1(e), none of the Assumed Contracts included in the Station Assets has as the other party an entity controlled by any of Sellers' owners or affiliates.

3.7 **FCC Authorizations and Other Licenses.** Schedule 1.1(a) hereto contains a true, complete and correct list of the FCC Authorizations and all other licenses, permits, or other authorizations from governmental or regulatory authorities that are held by Sellers and are required for the lawful conduct of the business and operations of the Station in the manner and to the full extent that the Station is presently operated, including the Communications Laws. The FCC Authorizations and other licenses are valid, in full force and effect, unimpaired by any act or omission of Sellers, and not subject to any Liens. The FCC Authorizations have not been revoked, suspended, canceled, rescinded, or terminated and have not expired. There is not pending or, to Sellers' Knowledge, threatened, any action by or before the FCC to revoke, suspend, cancel, rescind, or modify any of the FCC Authorizations (other than proceedings relating to FCC rules of general applicability), and there is no order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint pending or threatened against Sellers or the Station by or before the FCC. License Seller lawfully holds, and such License Seller is the sole holder of, each of the FCC Authorizations and the other licenses, permits, and authorizations listed on Schedule 1.1(a), none of which is subject to any restrictions or conditions that would limit in any material respect the operations of the Station, other than (a) as may be set forth on the faces of such FCC Authorizations and other licenses or (b) as may be applicable to substantial segments of the television broadcasting industry. License Seller is qualified to be an FCC licensee and Sellers have been and are operating the Station in compliance with the FCC Authorizations and the Communications Laws in all material respects. To Sellers' Knowledge, the Station is not transmitting or receiving any objectionable interference to or from any other station. All reports and filings required to be

filed with the FCC by Sellers with respect to the operation of the Station have been filed, and all such reports and filings are substantially accurate and complete in all material respects. All regulatory fees required to be paid to the FCC by Sellers with respect to the Station have been timely filed and paid. Sellers maintain a public inspection file for the Station and, as of the date of filing of the Assignment Application, such file substantially complies with the Communications Laws in all material respects.

3.8 **Employees.** Sellers are not a party or subject to any collective bargaining agreements with respect to the Station. Sellers, in the operation of the Station, have complied in all material respects with all applicable laws, rules and regulations relating to the employment of labor, including those related to wages, hours, collective bargaining, occupational safety, discrimination, and the payment of social security and other payroll-related taxes, and Sellers have not received any notice alleging that Sellers have failed to comply in any material respect with any such laws, rules or regulations. No labor union or other collective bargaining representative represents or, to the Knowledge of Sellers, claims to represent any of the employees of the Station. To the Knowledge of Sellers, there is no effort being made to organize the employees or any group of employees of the Station for purposes of collective bargaining. Sellers acknowledge and agree that Buyer shall have no obligation to offer employment to any employee of Sellers or the Station or any post-closing liability with respect to any such employee or for any such employee's benefits of any kind or nature.

3.9 **Brokers.** There is no broker or finder or other person or entity who, as a result of any agreement, understanding, or action, would have any valid claim for a commission or a brokerage fee in connection with the sale of the Station pursuant to this Agreement.

3.10 **Litigation; Compliance with Law.** Except as set forth in Schedule 3.10, (a) Sellers are not subject to any order, writ, injunction, judgment, arbitration, decision, or decree having a binding effect and affecting the business of the Station or the Station Assets or which restrains or enjoins, or purports to restrain or enjoin, or could reasonably be expected to restrain or enjoin, the transactions contemplated hereby, and to Sellers' Knowledge no such proceeding is pending; (b) there is no litigation pending by or against, or, to Sellers' Knowledge, threatened against, Sellers which relates to the Station or which could materially and adversely affect any of the Station Assets; (c) Sellers, with respect to the Station, have complied in all material respects with all applicable laws, regulations, orders, or decrees, including the Communications Laws; (d) the present uses by Sellers of the Station Assets do not violate any laws, regulations, orders, or decrees, including the Communications Laws, in any material respect; and (e) Sellers have no Knowledge of any basis for any claim for compensation or damage or other relief from any violation of the foregoing.

3.11 **Approvals and Consents.** Except as described in Schedule 3.11 hereto, the execution, delivery and performance by Sellers of this Agreement and the consummation of the transactions contemplated herein will not require any consent, permit, license or approval of any person, entity or government or regulatory authority other than the FCC Consent. Schedule 3.11 also specifies which Assumed Contracts and/or Real Property Leases require (a) notice to, or consent from, a third-party counterparty for the consummation of the transactions contemplated herein, or (b) other actions to be taken by Buyer or Sellers to assign the Assumed Contracts or Real Property Leases from Sellers to Buyer or to prevent the consummation of the

transaction contemplated herein from resulting in a breach of such Assumed Contracts (“Required Consents”).

3.12 **Insurance.** All of the material Station Assets that are insurable are insured against loss, injury, or damage to the full extent of their replacement value.

3.13 **Environmental Matters.** (a) Sellers have not, in connection with the business and operation of the Station or the Station Assets, generated, used, transported, treated, stored, released or disposed of, or to Sellers’ Knowledge, suffered or knowingly permitted anyone else to generate, use transport, treat, store, release or dispose of any Hazardous Substance (as defined below) in violation of any applicable environmental law; (b) there has not been any generation, use, transportation, treatment, storage, release or disposal of any Hazardous Substance in connection with the conduct of Sellers’ business which has created or might reasonably be expected to create any material liability under any applicable environmental law or which would require reporting to or notification of any governmental entity; (c) to the Knowledge of Sellers, no asbestos or polychlorinated biphenyl or underground storage tank is contained in or located at any facility used in connection with its business; and (d) any Hazardous Substance handled or dealt with in any way in connection with Sellers’ business has been and is being handled or dealt with in all material respects in compliance with all applicable environmental laws. To Sellers’ Knowledge, Sellers and the Station are in compliance in all material respects with all environmental, health and safety laws applicable to the Real Property and Station Assets. There is no action, suit or proceeding pending or, to Sellers’ Knowledge, threatened against Sellers or the Station that asserts that Sellers or the Station have violated any environmental, health or safety laws applicable to the Leased Real Property or Station Assets. “Hazardous Substance” means substances that are defined or listed in, or otherwise classified pursuant to, any applicable laws as “hazardous substances,” “hazardous materials,” “hazardous wastes” or “toxic substances,” or any other formulation of any applicable environmental law intended to define, list or classify substances by reason of deleterious properties such as ignitibility, corrosiveness, reactivity, radioactivity, carcinogenicity, reproductive toxicity and petroleum and drilling fluids, produced waters and other wastes associated with the exploration, development, or production of crude oil, natural gas or geothermal energy.

3.14 **Taxes.** Sellers have duly, timely, and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll, and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies, and losses required to be paid, in each case, with respect to the Station or its operations. To Sellers’ Knowledge, no event has occurred which could impose upon Buyer any liability for any taxes, penalties, or interest due or to become due from Sellers or in relation to any Station Assets from any taxing authority that accrued and were due for payment prior to the Closing Date. No Station Assets are subject to any Lien as a result of the nonpayment of any amounts referred to in the first sentence of this Section 3.14.

3.15 **Accuracy of Representations and Statements.** No representation or warranty made by Sellers in this Agreement, and no statement made in any certificate, document, exhibit, or schedule furnished or to be furnished by Sellers in connection with the transaction herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any

such statement not misleading to Buyer in the circumstance under which such representation, warranty, or statement was made.

3.16 **Sufficiency of Assets**. The Station Assets are sufficient for the conduct of the business and the operation of the Station as presently operated by Sellers.

3.17 **Intellectual Property**. Sellers own or possess, have valid licenses for, or are authorized users of all Intangible Property, Computer Software, Information Technology, and any other intellectual property reasonably necessary to carry on the Station's business as it is currently being operated by Sellers. Sellers have not received any notice of infringement or conflict, nor do Sellers have any Knowledge of any basis for any such claim, with asserted rights of others with respect to any such intellectual property. To Sellers' Knowledge, no third party infringes the Intangible Property of Sellers. As used herein, "**Computer Software**" means all computer software and databases (including source code, object code and all related documentation), and "**Information Technology**" means rights for use of the computers, Computer Software, firmware, middleware, servers, workstations, routers, hubs, switches, intra-office data communications lines, and all other information technology equipment and elements, and associated documentation, in each case, which are reasonably necessary for the operation of the Station, if any.

3.18 **Absence of Insolvency**. No insolvency proceedings of any character including without limitation, bankruptcy, receivership, reorganization, composition or arrangements with creditors, voluntary or involuntary, affecting Sellers or any of the Station Assets, are pending or, to the best Knowledge of Sellers, threatened, and Sellers have made no assignment for the benefit of creditors, nor taken any action with a view to, or which would constitute the basis for the institution of, any such insolvency proceedings.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers as of the date hereof and as of the Closing Date as follows, but solely with respect to the transactions contemplated by this Agreement and the Ancillary Agreements:

4.1 **Organization and Standing**. Buyer is a corporation that is duly organized, validly existing, and in good standing under the laws of the State of Delaware. At Closing, Buyer will be qualified to do business in the state in which the Station is located.

4.2 **Authorization**. Buyer has the power and authority to execute and deliver this Agreement and the Ancillary Agreements to which Buyer will be a party, and to consummate the transaction contemplated hereby and thereby. Its performance under this Agreement and the Ancillary Agreements to which Buyer will be a party shall not contravene its organizational documents or breach any contractual obligation. The execution and delivery of this Agreement and the Ancillary Agreements to which Buyer will be a party and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by Buyer, and no other proceedings on the part of Buyer are necessary to authorize the execution and delivery of, or the performance of Buyer's obligations under this Agreement or the Ancillary Agreements to which Buyer will be a party, or to consummate the transactions

contemplated hereby or thereby. This Agreement has been, and the Ancillary Agreements to which Buyer will be a party will be, duly and validly executed and delivered by Buyer. This Agreement and the Ancillary Agreements to which Buyer will be a party, constitute the legal, valid, and binding obligations of Buyer enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

4.3 **No Defaults.** The execution, delivery, and performance of this Agreement and the Ancillary Agreements by Buyer will not (a) conflict with or result in any breach of any provision of the organizational documents of Buyer; (b) violate any statute, regulation, order, injunction, or decree of any federal, state, or local governmental authority or agency which is applicable to Buyer; or (c) require the consent or approval of any governmental authority, lending institution, or other third party other than the FCC Consent.

4.4 **Buyer's Qualification.** Upon satisfaction of the conditions precedent to Closing set forth in Article 9 below, Buyer will be legally, financially, and technically qualified to acquire and to become the FCC licensee of the Station and to perform its obligations under this Agreement and the Ancillary Agreements to which Buyer will be a party.

4.5 **Litigation.** Buyer is not subject to any order, writ, injunction, judgment, arbitration, decision, or decree having a binding effect and affecting the business of Buyer or which restrains or enjoins, or purports to restrain or enjoin, or could reasonably be expected to restrain or enjoin, the transactions contemplated hereby, and no such proceeding is pending. There is no litigation pending by or against, or, to the knowledge of Buyer, threatened against Buyer that would prevent or materially impede the consummation by Buyer of the transactions contemplated by this Agreement and the Ancillary Agreements to which Buyer will be a party.

4.6 **Brokers.** There is no broker or finder or other person who, as a result of any agreement, understanding, or action, would have any valid claim for a commission or a brokerage fee in connection with the sale of the Station pursuant to this Agreement.

4.7 **Accuracy of Representations and Statements.** No representation or warranty made by Buyer in this Agreement, and no statement made in any certificate, document, exhibit, or schedule furnished or to be furnished by Buyer in connection with the transaction herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Sellers in the circumstance under which such representation, warranty, or statement was made.

4.8 **Acknowledgement of CSA.** Buyer acknowledges that it has been provided a copy of the CSA and that, upon the Closing, it will succeed to the Sellers' obligations thereunder.

ARTICLE 5 COVENANTS OF SELLERS

The following terms of this Article 5 shall apply to Sellers from the Effective Date until the earlier to occur of the termination of this Agreement in accordance with Article 12 and the completion of Closing (except as otherwise specified).

5.1 **Station Documents.** The records, files and other documents kept in connection with the Station shall be maintained by Sellers in the usual and ordinary manner consistent with standard broadcast industry practice. Sellers shall maintain the Station's physical and online public inspection files in accordance with the Communications Laws, including requirements related to (a) which documents shall be included in such physical and electronic public inspection files, (b) by when such documents must be added to such files, and (c) with respect to the Station's physical public inspection file, where it must be located and when and in what manner the Sellers must provide access to the public to such file.

5.2 **Maintenance of Equipment.** Sellers shall preserve and maintain intact the Tangible Personal Property included in the Station Assets in accordance with standards of good engineering practice and will replace any of such property which shall be worn out, lost, stolen, or destroyed with like property of substantially equivalent kind and value.

5.3 **FCC Compliance.** Sellers shall continue to operate and maintain the Station in accordance in all material respects with the terms of the FCC Authorizations and in material compliance with all applicable laws, including Communications Laws. Sellers shall maintain the FCC Authorizations in full force and effect and shall take all actions necessary to so maintain them, including but not limited to the timely filing and prosecution of any renewal applications or other submissions to the FCC. Sellers promptly will deliver to Buyer (a) after filing, copies of any material reports, applications, or responses to the FCC in connection with the Station filed after the Effective Date and (b) copies of any material communications from the FCC, or directed to the FCC by a third party, in connection with the Station that are received by Sellers or of which Sellers becomes aware after the Effective Date. Except as expressly permitted or required herein, Sellers will not file any application with the FCC requesting authority to modify the Station's facilities without Buyer's prior written consent, and Sellers shall take all actions necessary to keep the FCC Authorizations, including all material permits and applications pending before the FCC, valid and in full force and effect.

5.4 **Operation of Station in Ordinary Course.** In all respects, except as disclosed in advance in writing to, and approved by, Buyer or as contemplated under the CSA, Sellers shall operate the Station in the ordinary course of business and in accordance with past practice, and shall pay and perform all of its respective obligations with respect to the Station (including those required under the Assumed Contracts and Real Property Leases) in the ordinary course and as such obligations become due, and shall preserve the business and goodwill of the Station and the Station Assets. Sellers shall not, without the prior written consent of the Buyer, which consent shall not be unreasonably withheld, (a) enter into any contract, lease or agreement with respect to the Station or terminate any Assumed Contract, except for agreements entered into in the ordinary course of business which would be binding upon Buyer after the Closing Date (or, if terminated, materially modify the Station Assets) and which involve the payment or potential payment by the Station of more than twenty-five thousand dollars (\$25,000) per annum; (b) make or authorize any new, material capital expenditures other than capital expenditures to address exigent circumstances; (c) exercise any option to extend a Real Property Lease, or enter into any new contract for the purchase or lease of real property; (d) sell, lease, or transfer, or agree to sell, lease, or transfer, any of the Station Assets without replacement thereof with an asset of equivalent kind, condition, and value that satisfies industry standards for such assets; (e) create, incur or assume any new Lien on the

Station Assets other than Permitted Liens and Liens arising pursuant to, and in accordance with, the terms of this Agreement; (f) make or change any material tax election with respect to the Station Assets, except in the ordinary course of business; (g) terminate or cancel any insurance coverage maintained by Sellers with respect to the Station Assets without replacing such coverage with a comparable amount of insurance coverage; or (h) agree or commit to do any of the foregoing. Any contract, lease or agreement with an aggregate value of ten thousand dollars or greater shall require Buyer's prior written consent.

5.5 **Insurance.** Sellers shall maintain in full force and effect through the Closing Date adequate property damage, liability and other insurance with respect to the Station Assets.

5.6 **Solicitation.** For as long as this Agreement shall be in effect, neither Sellers, nor any of its respective principals, directors, officers, agents, or representatives, shall hold any communications, discussions or negotiations with, and shall not, directly or indirectly, solicit, initiate, encourage, induce, or entertain any inquiries or proposals from, discuss or negotiate with, provide any nonpublic information to, or consider the merits of, any inquiries or proposals from any person (other than Buyer) relating to any business combination transaction, purchase or acquisition involving the Station.

5.7 **Compliance with Law.** Sellers shall comply in all material respects with all federal, state, and local laws, rules and regulations, including the Communications Laws, in connection with the operation of its Station.

5.8 **Access to Facilities, Files and Records.** At the request of Buyer, Sellers shall from time to time give to, or cause to be given to, Buyer and its officers, employees and authorized representatives full access during normal business hours to its Station Assets, offices, properties, insurance policies, licenses, agreements, records related to expenses incurred by Sellers to operate the main studio and transmission chain, contracts and equipment with respect to the Station; *provided, however*, that all such access shall be scheduled in a manner reasonably acceptable to Sellers. Sellers shall also provide Buyer with all other information concerning the Station or the Station Assets as Buyer may reasonably request. This Section shall survive the Closing, provided that Buyer shall reimburse Seller for any material, out-of-pocket costs incurred by Seller to comply with its obligations under this Section following the Closing.

5.9 **Representations and Warranties.** Sellers shall give detailed written notice to Buyer promptly upon learning of the occurrence of any event that would cause or constitute a breach, or that would have caused a breach had such event occurred or been known to Sellers prior to the Effective Date, of any of the representations or warranties contained in this Agreement. Sellers shall use reasonable efforts to promptly cure any such breach. Updates provided by Sellers to comply with the covenant in this Section will not have any impact on Buyer's conditions to Closing set forth in Article 8 or serve to limit Buyer's right to indemnification hereunder.

5.10 **Consummation of Agreement.** Sellers shall use all reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed

under this Agreement, and to cause the transactions contemplated by this Agreement to be fully carried out.

5.11 **Control.** Consistent with the Communications Laws, control, supervision, and direction of the operation of the Station prior to Closing shall remain the responsibility of Sellers as the holder of the FCC Authorizations.

5.12 **Cable Carriage.** In the event that Closing shall not have occurred by October 1, 2017, Seller shall elect mandatory carriage (“must-carry”) status for the Station on a timely basis in accordance with the Communications Laws for all applicable MVPDs in the Philadelphia DMA. The form of the must-carry election notice and the list of cable systems to which such must-carry election notices are sent shall be subject to the prior written approval of Buyer. Seller shall provide a proposed form of the must-carry election notice and the proposed list of cable systems to Buyer no later than September 15, 2017 if the Closing shall not have occurred by such date.

ARTICLE 6 COVENANTS OF BUYER

Buyer covenants and agrees to Sellers solely in connection with the transaction contemplated herein that from the Effective Date until the earlier to occur of the termination of this Agreement in accordance with Article 12 and the completion of Closing:

6.1 **Representations and Warranties.** Buyer shall give detailed written notice to Sellers promptly upon learning of the occurrence of any event that would cause or constitute a breach, or would have caused a breach had such event occurred or been known to Buyer prior to the date hereof, of any of the representations and warranties of Buyer contained in this Agreement. Buyer shall use commercially reasonable efforts to cure any such breach. Updates provided by Buyer to comply with the covenant in this Section 6.1 will not have any impact on Sellers’ conditions to Closing pursuant to Article 7 or serve to limit the right of Sellers to indemnification hereunder.

6.2 **Approvals and Consents.** Buyer shall use all commercially reasonable efforts to cooperate with Sellers in obtaining any Required Consents, including providing any financial or credit information which may be requested by a party to an Assumed Contract and/or Real Property Lease in order to consent to the assignment and transfer of an Assumed Contract and/or Real Property Lease.

6.3 **Consummation of Agreement.** Buyer shall use all commercially reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to cause the transaction contemplated by this Agreement to be fully carried out.

ARTICLE 7 ADDITIONAL COVENANTS

7.1 **Confidentiality.** Except for information about the Station and the Station Assets acquired by Buyer at or after Closing and except where such information is known through other lawful sources or where its disclosure is required in accordance with applicable law, including requirements of the FCC pursuant to the Assignment Application,

Buyer and Sellers shall keep confidential all non-public information obtained by it with respect to the other Party or the Station in connection with this Agreement and the Ancillary Agreements. If the transactions contemplated herein are not consummated for any reason, Buyer and Sellers shall return to each other or destroy, without retaining a copy thereof in any medium whatsoever, any schedules, documents or other written information, including all financial information, obtained from the other in connection with this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby. In addition, Sellers shall keep confidential all non-public information regarding the operation of the Station and the Station Assets.

7.2 **Public Announcements.**

(a) Prior to the Closing Date, no Party shall, without the approval of the other Parties hereto, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except (i) to announce that the transactions have been entered into and (ii) as and to the extent that such Party shall be so obligated by law, in which case such Party shall give advance notice to the other Party and the Parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.

(b) Notwithstanding the foregoing, the Parties acknowledge that the Communications Laws require that local public notice of the transactions contemplated by this Agreement be made by Sellers after the Assignment Application has been filed with the FCC and that a copy of this Agreement shall be included as a material part of the Assignment Application, which will be made available for public inspection at the Station and in the FCC's records. The form and substance of the required public notices, to the extent not dictated by the Communications Laws, shall be mutually agreed upon by Sellers and Buyer.

7.3 **Risk of Loss.** The risk of loss or damage to any of the Station Assets shall remain with Sellers at all times until 11:59 p.m. local time on the day prior to Closing and the risk of any interruption in the Station's normal broadcast transmissions, shall remain with Sellers at all times until 12:01 a.m. local time on the day of Closing. Sellers shall use all commercially reasonable efforts to repair or replace any damaged or lost Station Assets; *provided, however,* that in the event that any Station Asset or Station Assets incur damage which reasonably is expected to exceed Fifty Thousand Dollars (\$50,000) to repair or any Station Asset or Station Assets having a fair market value of Fifty Thousand Dollars (\$50,000), or more, is lost as of the date otherwise scheduled for Closing, then Buyer may, at its option, upon prior written notice to Sellers, either (a) postpone Closing for a period of up to sixty (60) days while Sellers shall repair or replace such Station Asset or Station Assets; (b) elect to close the transaction contemplated herein with the Station Asset or Station Assets in their damaged or lost condition, in which case Sellers shall assign to Buyer all proceeds of insurance on such damaged or lost Station Asset or Station Assets, and Buyer shall have the responsibility to repair or replace the damaged or lost Station Asset or Station Assets; or (c) if such damage or loss exceeds Three Hundred Thousand Dollars (\$300,000), Buyer may terminate this Agreement with respect to Sellers and Station without penalty upon written notice to Sellers.

7.4

Certain Tax Matters.

(a) **Withholding Taxes.** The amounts payable by one party (the “Payer”) to another Party (the “Payee”) pursuant to this Agreement (“Payments”) shall not be reduced on account of any taxes unless required by applicable law. The Payee alone shall be responsible for paying any and all taxes (other than withholding taxes required to be paid by the Payer) levied on account of, or measured in whole or in part by reference to, any Payments it receives. The Payer shall deduct or withhold from the Payments any taxes that it is required by applicable law to deduct or withhold. If, in accordance with the foregoing, the Payer withholds any amount, it shall make timely payment to the proper taxing authority of the withheld amount, and send to the Payee proof of such payment as soon as reasonably practicable. Within thirty (30) days after the date the Payee is eligible to apply any such withheld amounts to reduce a tax payment otherwise due (whether by credit, offset or other mechanism) or accepts a refund attributable to such withheld amounts, the Payee shall pay the Payer the amount of such reduction or refund, plus the actual tax benefit realized resulting from such payment.

(b) **Transfer Taxes and Apportioned Obligations.**

(i) All amounts payable hereunder are exclusive of all recordation, transfer, documentary, excise, sales, value added, use, stamp, conveyance or other similar taxes imposed or levied by reason of, in connection with or attributable to this Agreement or the transactions contemplated hereby (collectively, “Transfer Taxes”). Buyer, on the one hand, and Sellers, on the other hand, shall be equally responsible for the payment of all Transfer Taxes, and shall pay all amounts due and owing in respect of any Transfer Taxes, these amounts in addition to the sums otherwise payable, at the rate in force at the due time for payment or such other time as is stipulated under applicable law.

(ii) All personal property and similar ad valorem obligations levied with respect to the Station Assets for a taxable period which includes (but does not end on) the Closing Date (collectively, the “Apportioned Obligations”) shall be apportioned between Sellers, on the one hand, and Buyer, on the other hand, based on the number of days of such taxable period ending on the day prior to the Closing Date (such portion of such taxable period, the “Pre-Closing Tax Period”) and the number of days of such taxable period on and after the Closing Date (such portion of such taxable period, the “Post-Closing Tax Period”). Sellers shall be liable for the proportionate amount of such Apportioned Obligations that is attributable to the Pre-Closing Tax Period, and Buyer shall be liable for the proportionate amount of such Apportioned Obligations that is attributable to the Post-Closing Tax Period.

(iii) Apportioned Obligations and Transfer Taxes shall be timely paid, and all applicable filings, reports and returns shall be filed, as provided by applicable law. To the extent that the paying Party has not received a credit pursuant to Section 1.4(c), the paying Party shall be entitled to reimbursement from the non-paying Party in accordance with Section 7.4(b)(i) or Section 7.4(b)(ii), as the case may be. Upon payment of any such Apportioned Obligation or Transfer Tax, the paying Party shall present a statement to the non-paying Party setting forth the amount of reimbursement to which the paying Party is entitled under Section 7.4(b)(i) or Section 7.4(b)(ii), as the case may be, together with such supporting evidence as is reasonably necessary to calculate the amount to be reimbursed. The non-paying

Party shall make such reimbursement promptly but in no event later than ten (10) days after the presentation of such statement.

(c) **Cooperation and Exchange of Information.** Each of Sellers and Buyer shall (i) provide the other with such assistance as may reasonably be requested by the other (subject to reimbursement of reasonable out-of-pocket expenses) in connection with the preparation of any tax return, audit or other examination by any taxing authority or judicial or administrative proceeding relating to liability for taxes in connection with the Station or the Station Assets, (ii) retain and provide the other with any records or other information that may be relevant to such tax return, audit or examination, proceeding or determination and (iii) inform the other of any final determination of any such audit or examination, proceeding or determination that affects any amount required to be shown on any tax return of the other for any period.

(d) **Survival of Covenants.** The covenants contained in this Section 0 shall survive until 30 days after the expiration of the applicable statute of limitations (including extensions thereof).

7.5 **1031 Exchange.** Provided that such exchange shall in no event serve to delay or defer the Closing, Buyer or Sellers may conduct an I.R.S. Section 1031 like kind exchange from or into the assets that are the subject of this Agreement to the fullest extent permitted by law. Each Party agrees to cooperate with the other to execute such consents to assignment of this agreement as are reasonably necessary or helpful to conduct such exchange. The liabilities of the Parties under this Agreement will not be affected by this cooperation, and each party will be responsible for its own expenses incurred in connection with such exchange.

ARTICLE 8 CONDITIONS TO THE OBLIGATIONS OF SELLERS

With respect to the transactions contemplated under this Agreement and the Ancillary Agreements, the obligations of Sellers to consummate the transactions hereunder and thereunder are subject to the fulfillment of the following conditions prior to or on the Closing Date, unless waived in writing by Sellers.

8.1 Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Buyer contained in this Agreement was true and correct in all material respects as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall be then true and correct.

(b) Buyer shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement in connection with the Station to be performed or complied with by it prior to or on the Closing Date.

8.2 **Proceedings.** Neither Sellers nor Buyer shall be subject to any restraining order or injunction (or similar action) and no action shall be pending which would restrain or prohibit the consummation of the transactions contemplated hereby.

8.3 **FCC Consent.** The FCC Consent shall have been granted by the FCC and shall be a Final Order.

8.4 **CSA**. Sellers shall have commenced shared operations under the CSA.

8.5 **Deliveries**. Buyer shall have complied with each and every one of its obligations set forth in Section 10.2.

ARTICLE 9 CONDITIONS TO THE OBLIGATIONS OF BUYER

With respect to the transactions contemplated under this Agreement and the Ancillary Agreements, the obligations of Buyer to consummate the transactions hereunder and thereunder are subject to the fulfillment of the following conditions prior to or on the Closing Date, unless waived in writing by Buyer.

9.1 **Representations, Warranties and Covenants**.

(a) Each of the representations and warranties of Sellers contained in this Agreement was true and correct in all material respects as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall be then true and correct.

(b) Sellers shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

9.2 **Proceedings**. Neither Sellers nor Buyer shall be subject to any restraining order or injunction (or similar action) and no action shall be pending which would restrain or prohibit the consummation of the transactions contemplated hereby.

9.3 **FCC Consent**. The FCC Consent shall have been granted by the FCC and shall be a Final Order.

9.4 **Absence of Any Material Adverse Change**. There shall have been no material adverse change in or to the Station Assets, or in the operations or condition of the Station.

9.5 **Deliveries**. Sellers shall have complied with each and every one of the obligations set forth in Section 10.1.

9.6 **Required Consents**. Sellers shall have obtained and delivered to Buyer all of the Required Consents reasonably satisfactory to Buyer, if any, described in Schedule 3.11.

9.7 **Liens**. No Liens (other than Permitted Liens) shall exist or have been filed or recorded against the Station Assets in the public records of the Secretary of State of Sellers' state of incorporation or in any other jurisdiction in which the Station Assets are located. Duly executed UCC releases, mortgage terminations or other similar documents or instruments required to transfer the Station Assets free and clear of Liens (other than Permitted Liens) reasonably satisfactory to Buyer shall have been delivered by Sellers.

ARTICLE 10 ITEMS TO BE DELIVERED AT CLOSING

10.1 **Deliveries by Sellers.** At Closing, Sellers shall deliver to Buyer, duly executed by Sellers or such other signatory as may be required by the nature of the document, the following:

(a) a bill of sale and assignment and assumption agreement sufficient to (i) sell, convey, transfer and assign the Station Assets (other than the FCC Authorizations and Real Property Leases) to Buyer free and clear of any Liens (other than Permitted Liens) and (ii) sell, convey, transfer and assign the Assumed Liabilities to Buyer, in substantially the form attached hereto as Exhibit B (the “Bill of Sale and Assignment and Assumption Agreement”);

(b) an Assignment Agreement sufficient to assign the FCC Authorizations applicable to the Station (including the Station’s call letters) to Buyer, in substantially the form attached hereto as Exhibit C (the “FCC Authorizations Assignment Agreement”);

(c) with respect to each Real Property Lease, either (i) an Assignment and Assumption of Lease in substantially the form attached hereto as Exhibit D (each, a “Lease Assignment and Assumption Agreement”), duly executed by Sellers and, if necessary, Sellers’ signature shall be witnessed or notarized or (ii) such other documents as may be required by the applicable landlord;

(d) a duly executed assignment for the Intangible Property, if any owned and registered Intangible Property is included in the Station Assets;

(e) a certificate executed by an officer of each of the Sellers, dated as of the Closing Date, certifying on behalf of such Seller that the closing conditions specified in Article 9 have been satisfied;

(f) the Required Consents described in Schedule 3.11;

(g) joint instructions to Escrow Agent (“Joint Instructions”) executed by Sellers directing release of the Escrow Amount to Buyer in accordance with the Escrow Agreement;

(h) estoppel certificates executed by the lessor with respect to any Real Property Leases in a form reasonably satisfactory to Buyer, confirming the terms of such leases and that Sellers are not in default under, or in breach of, such leases and such other customary matters reasonably requested by Buyer;

(i) executed releases, in suitable form for filing and otherwise in form and substance reasonably satisfactory to Buyer, (i) of any security interests granted in the Station Assets as security for payment of loans and other obligations and of any other Liens (other than Permitted Liens) and (ii) releasing Buyer from any post-Closing liability to Sellers in connection with the Station and Station Assets, except for liability under this Agreement;

(j) to the extent available, tax clearance certificates from the State in which the Station Assets are located;

(k) certified copies of appropriate resolutions, duly adopted, which shall be in full force and effect at the time of Closing, authorizing the execution, delivery and performance by Sellers of this Agreement, and the consummation of the transaction contemplated hereby related to the Station; and

(l) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to consummate the transactions contemplated by this Agreement.

10.2 **Deliveries by Buyer.** At Closing, Buyer shall deliver to Sellers, duly executed by Buyer or such other signatory as may be required by the nature of the document:

(a) a certificate for Buyer, dated as of the Closing Date, executed by an officer or other authorized representative of Buyer, certifying on behalf of Buyer that the closing conditions specified in Article 8 have been satisfied;

(b) the Buyer Closing Payment;

(c) the Bill of Sale and Assignment and Assumption Agreement;

(d) the Joint Instructions;

(e) the Lease Assignment and Assumption Agreements; and

(f) certified copies of resolutions, duly adopted, which shall be in full force and effect at the time of Closing, authorizing the execution, delivery and performance by Buyer of this Agreement, and the consummation of the transaction contemplated hereby; and

(g) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Sellers, as may be required to consummate the transactions contemplated by this Agreement.

ARTICLE 11 SURVIVAL AND INDEMNITY

The rights and obligations of Buyer and Sellers under this Agreement shall be subject to the following terms and conditions:

11.1 **Survival of Covenants, Representations, and Warranties.** Except as stated below or otherwise contemplated in this Agreement, the covenants, representations, and warranties of Buyer and Sellers contained in this Agreement shall survive Closing for two (2) years following the Closing Date, provided, however, that the representations and warranties of Sellers set forth in Section 3.1 [*Organization and Authorization*], the second sentence of Section 3.3 [*Tangible Property*], Section 3.4(c) [*Real Property*], Section 3.13 [*Environmental Matters*], Section 3.14 [*Taxes*], Section 3.15 [*Accuracy of Representations and Statements*] and the first sentence of Section 3.17 [*Intellectual Property*], and the representations and warranties of Buyer set forth in Section 4.1 [*Organization*], Section 4.2 [*Authorization*] and Section 4.7 [*Accuracy of Representations and Statements*] (collectively, the “Fundamental Representations”) shall each survive the Closing indefinitely, or, if shorter, until sixty (60) days following expiration of the

applicable statute of limitations (including all applicable periods of extension). Any obligation of a Party to indemnify any other person or entity entitled to indemnification under this Article 11 in respect of any breach of any covenant or agreement shall survive until the earlier of performance of the covenant or agreement and the applicable statute of limitations, except as otherwise specified herein. Except as stated below, neither Sellers nor Buyer shall have any liability whatsoever with respect to any covenant, representation, or warranty unless a claim is made hereunder or an action at law or in equity is commenced prior to expiration of the survival period for such representation or warranty. Notwithstanding the foregoing, a Party's right to indemnification under this Article 11 shall continue to survive until the claim for indemnification has been satisfied or otherwise resolved as provided in this Article 11 if an Indemnification Certificate or Claim Notice (each as defined below) with respect to such claim shall have been given prior to the expiration of the applicable survival period under this Section 11.1. Buyer's obligations under Section 11.2(c) with respect to any Real Property Lease for which Sellers remain liable to the applicable landlord after Buyer's assumption thereof, shall continue for two (2) years from the end of its term and Sellers may commence an action at law or in equity any time within said two (2) year period, or such longer period as may be available under state law.

11.2 **General Agreement to Indemnify.**

(a) Sellers on the one hand, and Buyer on the other hand, shall indemnify, defend and hold harmless each other and any employee, representative, agent, director, officer, affiliate or permitted assign of each other (each, an "Indemnified Party") from and against and reimburse and compensate the Indemnified Parties for, any and all claims, actions, suits, proceedings, liabilities, obligations, losses and damages, amounts paid in settlement, diminution of value, interest, costs and expenses (including reasonable attorneys' fees, court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) (collectively, "Losses") asserted against, incurred or suffered by any Indemnified Party as a result of, arising out of, or relating to: (i) the failure of any representation or warranty of the Indemnifying Party made in the Agreement to have been true and correct when made or as of the Closing Date as though such representation or warranty were made at and as of the Closing Date, (ii) the breach or nonfulfillment by the Indemnifying Party of any covenant or agreement of such Party contained in this Agreement or the Ancillary Agreements or any collateral agreement to the extent not waived by the other Party hereto or (iii) the Transfer Taxes and Apportioned Obligations allocated to such Party pursuant to Section 0. The term "Losses" is expressly limited to such Party's actual out-of-pocket costs and expenses and does not and shall not include consequential or punitive damages unless paid in satisfaction of a Third Party Claim. Purchase Price Adjustments made pursuant to Section 1.4(c) of this Agreement shall not be included in any calculation of Party's total "Losses" for purposes of meeting the Loss threshold provided in Section 11.4.

(b) Sellers further agree to indemnify and hold harmless Buyer and any other Indemnified Party of Buyer from and against any Losses asserted against, incurred or suffered by Buyer or any other Indemnified Party of Buyer arising out of, resulting from, or relating to (i) the operation of the Station and ownership of the Station Assets prior to Closing and (ii) the Excluded Assets.

(c) Buyer further agrees to indemnify and hold harmless Sellers and any other Indemnified Party of Sellers from and against any Losses asserted against, incurred or suffered by Sellers or any other Indemnified Party of Sellers arising out of, resulting from, or relating to the Assumed Liabilities after Closing.

11.3 **General Procedures for Indemnification.**

(a) The Indemnified Party seeking indemnification under this Agreement shall promptly notify in writing the Party or Parties from whom indemnification is sought (the “Indemnifying Party”) of the assertion and basis of any claim, or the commencement and basis of any action, suit or proceeding by any third party in respect of which indemnity may be sought hereunder (a “Third Party Claim”) and will give the Indemnifying Party such information with respect thereto as the Indemnifying Party may reasonably request, *provided* that failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (except to the extent that the Indemnifying Party has suffered material prejudice by such failure). The Indemnifying Party shall have the right, but not the obligation, exercisable by written notice to the Indemnified Party within thirty (30) days of receipt of notice from the Indemnified Party of the commencement of a Third Party Claim, to assume the defense and control the settlement of such Third Party Claim that involves (and continues to involve) solely money damages; *provided, however*, that prior to assuming any claim defense, the Indemnifying Party must show the Indemnified Party that they have the financial ability to pay out any potential monetary claim before they are allowed to assume its defense. Failure by the Indemnifying Party to so notify the Indemnified Party shall be deemed a waiver by the Indemnifying Party of its right to assume the defense of such claim. The Indemnifying Party shall not be entitled to undertake the defense or opposition of a Third Party Claim if (i) such Third Party Claim seeks injunctive or other equitable relief from the Indemnified Party, (ii) such Third Party Claim has been brought by or on behalf of any governmental authority or in connection with taxes or any criminal or regulatory enforcement action, or (iii) such Third Party Claim is reasonably likely to result in a regulatory enforcement action by a governmental authority against the Indemnified Party. In the event the Indemnifying Party undertakes the defense or opposition to a Third Party Claim, the Indemnifying Party shall diligently defend or oppose such Third Party Claim and the attorneys’ fees, other professionals’ and experts’ fees and court or arbitration costs incurred by the Indemnifying Party in connection with defending or opposing such Third Party Claim shall be payable by such Indemnifying Party. In the event that the Indemnifying Party does not undertake such defense or opposition in a timely manner, the Indemnified Party may undertake the defense, opposition, compromise, or settlement of such Third Party Claim with counsel selected by it at the Indemnifying Party’s cost.

(b) Whether or not the Indemnifying Party chooses to defend or prosecute any Third Party Claim, the Parties hereto shall cooperate in the defense or prosecution thereof, shall furnish such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith, and shall keep the other Party reasonably advised of the status of such Third Party Claim and the defense, opposition, compromise or settlement thereof. Neither Party will be required to furnish any such information which would (in the reasonable judgment of such Party upon advice of counsel) be reasonably likely to (1) waive any privileges, including the attorney-client privilege, held by such party or any of its affiliates or (2) breach any duty of confidentiality

owed to any third party (whether such duty arises contractually, statutorily or otherwise) or any contract with any third party or violate any applicable law (provided, that such Party shall use reasonable best efforts to obtain any required consents and take such other reasonable action (such as the entry into a joint defense agreement or other arrangement to avoid loss of attorney-client privilege) to permit such access).

(c) The Indemnifying Party or the Indemnified Party, as the case may be, shall have the right to participate in (but not control), at its own expense, the defense of any Third Party Claim that the other is defending, as provided in this Agreement.

(d) The Indemnifying Party, if it has assumed the defense of any Third Party Claim as provided in this Agreement, shall not consent to, or enter into, any compromise or settlement of, or consent to the entry of any judgment arising from, any such Third Party Claim (which compromise, settlement, or judgment (i) commits the Indemnified Party to take, or to forbear to take, any action, (ii) includes any remedy other than the payment of money, or (iii) does not provide for a complete release by such third party of the Indemnified Party) without the Indemnified Party's prior written consent. If the conditions set forth in this Section 11.3(d) are met but the Indemnified Party refuses to settle any Third Party Claim, the Indemnifying Party may tender the settlement amount and be relieved of further liability.

(e) The Indemnifying Party shall not be entitled to require that any action be brought against any other person before action is brought against it hereunder by the Indemnified Party, but shall be subrogated to any right of action to the extent that it has paid or successfully defended against any Third Party Claim.

(f) In the event that the Indemnifying Party agrees to or is determined to have an obligation to reimburse the Indemnified Party for Losses as provided in this Article 11, the Indemnifying Party shall promptly (but, in any event, within thirty (30) days) pay such amount to the Indemnified Party by wire transfer of immediately available funds to the account specified in writing by the Indemnified Party.

11.4 **Limitations.** Neither Party shall be required to indemnify the other Party under this Article 11 unless (a) written notice of a claim under this Article 11 was received by an Indemnifying Party within two (2) years following Closing related to the Indemnified Party or with respect to any Real Property Lease for which Sellers remain liable to the applicable landlord after Buyer's assumption thereof, within two (2) years from the end of the term of such Real Property Lease, as the case may be, provided, however, with respect to claims made under Fundamental Representations, such claim may be made at any time or, if shorter, until sixty (60) days following expiration of the applicable statute of limitations (including all applicable periods of extension) and (b) the aggregate claim for Losses exceeds Twenty Five Thousand Dollars (\$25,000), after which the Indemnified Party shall be entitled to recover only such portion of the Losses that exceed such amount. In calculating the amount of Losses to Buyer or Sellers under Section 11.2 above, such Losses shall be reduced by any recovery from any third party (including insurance proceeds) as a result of the facts or circumstances giving rise to the Losses. The limitations set forth in this Section shall not apply to Third Party Claims against a Party entitled to indemnification under Sections 11.2(b) or 11.2(c).

11.5 **Exclusive Remedy.** Except in the case of fraud, following Closing, the right to indemnification, defense, hold harmless, payment or reimbursement provided in this Article 11 will be the exclusive remedy of any Party with respect to any matter arising under or relating to this Agreement or the Ancillary Agreements or any of the transactions contemplated hereby or thereby; provided, however, that injunctive relief may be had for violations of the agreements set forth in Section 7.1. This Section 11.5 shall not affect either Party's ability to exercise any rights or remedies available to such party under any Ancillary Agreement with respect to Ancillary Agreements which have remedies that are not addressed specifically in this Agreement.

ARTICLE 12 TERMINATION

12.1 **Termination.** This Agreement may be terminated at any time by Buyer or by Sellers prior to Closing, as set forth below:

- (a) by the mutual written consent of Buyer and Sellers;
- (b) by written notice from Sellers to Buyer if Buyer (i) breaches in any material respect any of Buyer's representations or warranties contained in this Agreement; or (ii) defaults in any material respect in the performance of any of Buyer's covenants or agreements under this Agreement; and in any of which events (i) or (ii) such breach or default is not cured in all material respects by Buyer within the Cure Period (as defined below), if applicable;
- (c) by written notice of Buyer to Sellers if Sellers (i) breach in any material respect any of Sellers' representations or warranties; or (ii) default in any material respect in the performance of any of Sellers' covenants or agreements under this Agreement; and in any of which events (i) or (ii) such breach or default is not cured in all material respects by Sellers within the Cure Period, if applicable;
- (d) by written notice of Buyer to Sellers, or Sellers to Buyer, if the FCC Consent related to the Assignment Application has not been granted within twelve (12) months of the filing date for the Assignment Application if no petition to deny or informal objection is filed against the Assignment Application, and within eighteen (18) months if a petition to deny or informal objection is filed against the Assignment Application; and
- (e) by written notice of Buyer to Sellers if the Station does (y) not operate for a period of thirty (30) consecutive days or more without FCC consent or (z) not operate with its full, FCC-licensed facilities for a period of ninety (90) consecutive days between the Effective Date and Closing.

12.2 **Cure Period.** The term "Cure Period" as used herein means a period commencing with the date that Buyer or Sellers receives from the other Party written notice of breach or default hereunder and continuing until fifteen (15) days thereafter; *provided, however*, that if the breach or default cannot reasonably be cured within such period but can be cured before the Closing Date, 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. Except as set forth below, the termination of this Agreement with respect to the transaction

contemplated hereunder shall not relieve the Buyer or Sellers of any liability for breach or default under this Agreement prior to the date of such termination.

12.3 **Liability; Right to Terminate.** A termination of this Agreement shall not relieve any Party hereto of any liability for which it otherwise would be subject. Notwithstanding anything in this Agreement to the contrary, no Party that is in material breach of this Agreement shall be entitled to terminate this Agreement except with the written consent of the other Party.

12.4 **Payment of Escrow Amount.**

(a) **Buyer's Default.** Upon a termination of the Agreement by Sellers pursuant to Section 12.1(b) above due to a breach by Buyer of any of its material obligations under this Agreement, Sellers' sole remedy shall be delivery of the Escrow Amount, including all interest earned thereon, from the Escrow Agent, as liquidated damages. Sellers and Buyer acknowledge that these liquidated damages are reasonable in light of the anticipated harm that would be caused by Buyer's breach of any of its material obligations under this Agreement and the difficulty of ascertaining damages and proof of loss and that these damages are not a penalty.

(b) **Other Termination.** Upon a termination of the Agreement by either Party pursuant to Section 12.1 (other than Section 12.1(b)), Buyer shall be entitled to the return of the Escrow Amount, including all interest earned thereon.

(c) **Joint Written Instructions.** Each Party shall execute and deliver joint written instructions to the Escrow Agent as required to give effect to this Section 12.4.

ARTICLE 13 MISCELLANEOUS

13.1 **Governing Law.** The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Delaware (exclusive of those relating to conflicts of laws), except to the extent that a provision of the Agreement relates to real property matters, in which case, such provision shall be governed and construed in accordance with the laws of the state where such real property is situated. Any action at law, suit in equity or judicial proceeding (other than appeals therefrom) arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, or any provision hereof, shall be litigated only in the federal or state courts of the State of Delaware. The Parties hereby consent to the personal and subject matter jurisdiction of such courts and waive any right to transfer or change the venue of any litigation between them (other than appeals therefrom).

13.2 **Expenses.** Each Party hereto shall bear all of its expenses incurred in connection with the transaction contemplated by this Agreement, including without limitation, accounting, engineering and legal fees incurred in connection herewith; *provided, however*, that Sellers, on the one hand, and Buyer, on the other hand, shall share equally (a) all filing fees, including but not limited to FCC filing fees required to be paid in connection with the Assignment Application as set forth in Section 2.1(a).

13.3 **Entire Agreement; Amendment; No Waiver.** This Agreement, including the schedules and exhibits hereto, contain the entire agreement and understanding by

and between the Parties, and no other representations, promises, agreements, or understanding, written or oral, not contained herein shall be of any force or effect. This Agreement may only be amended in a writing signed by all of the Parties. No oral agreement shall have any effect. No failure or delay in exercising any right hereunder shall be deemed or construed to be a waiver of such right, either prospectively or in the particular instance. This Agreement has been prepared by all of the Parties hereto, and no inference of ambiguity against the drafter of a document therefore applies against any Party hereto.

13.4 **Successors and Assigns.** Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective representatives, successors and assigns. Sellers may not assign this Agreement or any part hereof without the prior written consent of Buyer in Buyer's sole discretion and any attempted assignment without such consent shall be void. Except as set forth in Schedule 13.4, Buyer may not assign this Agreement or any part hereof without the prior written consent of Sellers, which consent shall not be withheld unreasonably, *provided, however*, that Buyer may assign its rights or obligations under this Agreement without Sellers' consent in whole or in part to a company controlled by Buyer and *provided further*, that pursuant to Section 7.5, either Party may assign its right to payment or property under this Agreement for purposes of a 1031 exchange.

13.5 **Specific Performance.** Sellers acknowledge that the Station is a unique asset not readily obtainable on the open market and that, in the event that Sellers fail to perform their obligations to consummate the transactions contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Sellers agree and acknowledge that Buyer shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court of the United States or any state having jurisdiction, in addition to any other remedy to which Buyer is entitled at law or in equity. Sellers hereby waive (a) any requirement that Buyer post a bond or other security as a condition for obtaining any such relief, and (b) any defenses in any action for specific performance, including the defense that a remedy at law would be adequate.

13.6 **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by facsimile transmission if a facsimile number for the Party is provided below) 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, or when sent by facsimile, addressed as set forth below:

If to Sellers, then to:

Ravi Potharlanka
LocusPoint Networks, LLC
Pleasanton Corporate Commons
6200 Stoneridge Mall Road, Suite 300
Pleasanton, CA 94588
Fax: (925) 399-6001

and to (which shall not constitute notice):

Jonathan V. Cohen, Esq.
Wilkinson Barker Knauer, LLP
2300 N Street, NW, Suite 700
Washington, DC 20037
Fax: (202) 783-5851

If to Buyer, then to:

John Eck
Chief Local Media Officer
603 3rd Ave
New York, NY 10158
Fax: (201) 287-9578

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

Christopher G. Wood
SVP/ Associate General Counsel for Government and Legal Affairs
5999 Center Drive
Los Angeles, CA 90045
Fax: (310) 348-3679

Any Party may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

13.7 **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein, or its application to any particular circumstance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, such provision or such application shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without invalidating the remainder of such provision or any other provisions hereof, or its application in any other circumstance, unless such a construction would be unreasonable, and without invalidating such provision or its application in any other jurisdiction.

13.8 **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

13.9 **No Third Party Beneficiary.** 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, their respective successors and permitted assigns and the Indemnified Parties (to the extent of their respective rights under Article 11).

13.10 **Interpretation.** For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) except where the context otherwise requires, (i) the word “or” is not exclusive, (ii) wherever used, the singular includes the plural, and the plural the singular, and (iii) “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if”; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Schedules and Exhibits mean the Articles and Sections of, and Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. References in this Agreement to monetary amounts are denominated in United States Dollars.

13.11 **Execution in Counterparts.** This Agreement may be executed by facsimile or email transmission and in counterparts, each of which shall constitute an original but together will constitute a single document.

[remainder of this page intentionally left blank]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

LOCUSPOINT NETWORKS, LLC

By: _____
Name: Ravi Potharlanka
Title: President and Chief Executive Officer

LOCUSPOINT WMGM LICENSEE, LLC

By: _____
Name: Ravi Potharlanka
Title: President and Chief Executive Officer

LOCUSPOINT WMGM OP, LLC

By: _____
Name: Ravi Potharlanka
Title: President and Chief Executive Officer

UNIVISION LOCAL MEDIA, INC.

By: _____
Name: John Eck
Title: Chief Local Media Officer

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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LOCUSPOINT NETWORKS, LLC

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LOCUSPOINT WMGM LICENSEE, LLC

By: 

Name: Ravi Potharlanka
Title: President and Chief Executive Officer

LOCUSPOINT WMGM OP, LLC

By: 

Name: Ravi Potharlanka
Title: President and Chief Executive Officer

UNIVISION LOCAL MEDIA, INC.

By: _____
Name: John Eck
Title: Chief Local Media Officer

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Name: Ravi Potharlanka
Title: President and Chief Executive Officer

LOCUSPOINT WMGM OP, LLC

By: _____
Name: Ravi Potharlanka
Title: President and Chief Executive Officer

UNIVISION LOCAL MEDIA, INC.

By:  _____
Name: John Eck
Title: Chief Local Media Officer

EXHIBITS AND SCHEDULES

EXHIBITS

- Exhibit A Form of Escrow Agreement
- Exhibit B Bill of Sale and Assignment and Assumption Agreement
- Exhibit C FCC Authorizations Assignment Agreement
- Exhibit D Form of Lease Assignment and Assumption Agreement

SCHEDULES

- 1.1(a) FCC & Other Governmental Authorizations
- 1.1(b) Tangible Personal Property
- 1.1(c) Intangible Property
- 1.1(d) Leased Real Property and Real Property Leases
- 1.1(e) Assumed Contracts
- 1.3 Permitted Liens
- 3.2 Consents
- 3.4 Real Property Matters
- 3.10 Litigation/Compliance with Laws
- 3.11 Required Consents
- 4.3 Permitted Assignment